STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NEW YORK STATE POLICE INVESTIGATORS ASSOCIATION,

Charging Party,

-and-

CASE NO. U-17414

STATE OF NEW YORK (DIVISION OF STATE POLICE),

Respondent.

BLITMAN & KING, LLP (KENNETH L. WAGNER of counsel), for Charging Party

WALTER J. PELLEGRINI, GENERAL COUNSEL (RICHARD W. McDOWELL of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions and cross-exceptions filed, respectively, by the New York State Police Investigators Association (Association) and the State of New York (Division of State Police) (State) to a decision by the Assistant Director of Public Employment Practices and Representation (Assistant Director). After a hearing, the Assistant Director dismissed the Association's charge which alleges that the State violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) when it refused the Association's demands for the raw data responses contained in wage surveys the State had prepared for circulation among many municipal police agencies. The Assistant Director held that the Association did not need the wage survey responses to conduct negotiations because the State had not

expressly relied upon the information to either oppose the Association's proposals or to defend its own.

The Association in its exceptions argues that the State in fact relied upon the wage survey data to develop its bargaining proposals. It argues that the fact of reliance for this purpose establishes its need for the information regardless of whether the State ever articulated any reliance for that or other purpose. The Association argues further that the information was not, as the State suggests, "readily available" elsewhere. In response, the State argues that the record does not support the Association's exceptions.

In its cross-exceptions, the State argues that the Assistant Director erred in failing to hold that public policy prohibits the forced disclosure of work product embodying information equally available to the party demanding the information. The Association argues in response to the cross-exceptions that the Assistant Director properly refrained from considering a public policy exception to disclosure in a collective bargaining context.

Having reviewed the record and considered the parties' arguments, we affirm the Assistant Director's dismissal of the charge.

The Association's demand for the response to the State's wage surveys was premised upon an alleged need or desire to compare the Association's bargaining proposals with the wages and benefits of police officers not in the State's employ. To

determine for any purpose relevant to negotiations whether and to what extent its proposals were comparable to the wages and benefits of other police officers, the Association need only have conducted its own wage survey or looked to other sources of wage and benefit information. The Association's declared reason for the information simply does not establish any reasonable need for the responses to the State's wage surveys. Without need, the State did not have a duty under the Act to disclose the information demanded.[1/]

We express no opinion as to whether any other information would be subject to disclosure under any other circumstances. As the Assistant Director noted, different issues would have been presented, for example, if the State had justified its own wage and benefit proposals or challenged the Association's proposals by reference to the information contained in its wage surveys. On this record, it did not do so, even assuming the State used the surveys in the preparation of its proposals.[2/]

Our decision to dismiss the charge on this ground makes it unnecessary to consider the parties' other arguments, which raise significant policy issues central to the statutory scheme of

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[1/]Schuyler-Chemung-Tioga BOCES, 15 PERB ¶3036 (1982); Board of Educ. of the City Sch. Dist. of the City of Albany, 6 PERB ¶3012 (1973).

[2/]The Assistant Director noted that the record did not establish whether the State used the wage survey information to develop its bargaining demands. We do not suggest, however, that this use of the wage surveys by itself would require disclosure of that information on demand.

collective negotiations.[3/] These broader policy issues are properly and best deferred until the disposition of a future case requires a consideration of them.

For the reasons set forth above, the Assistant Director's dismissal of the charge because the Association did not need the information demanded is affirmed.

IT IS, THEREFORE, ORDERED that the charge must be, and it hereby is, dismissed.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

[3/]Among these issues are the following: whether the duty to provide information attaches to information about other than the employer's own employees; whether, when, to what extent and for what purpose must reliance on or use of information be demonstrated as a condition to compulsory disclosure; whether and to what extent wage survey information is properly characterized as work product and, if so, whether and to what extent work product is subject to compulsory disclosure under the Act upon demand.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION OF ONONDAGA COUNTY, INC.,

Charging Party,

-and-

CASE NO. U-17065

COUNTY OF ONONDAGA and SHERIFF OF ONONDAGA COUNTY,

Respondent.

COSTELLO, COONEY & FEARON (MICHAEL A. TREMONT of counsel), for Charging Party

JON A. GERBER, COUNTY ATTORNEY (LAWRENCE R. WILLIAMS of counsel), for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Deputy Sheriff's Benevolent Association of Onondaga County, Inc. (DSBA) to a decision of an Administrative Law Judge (ALJ) dismissing its charge that the County of Onondaga and the Sheriff of Onondaga County (County) violated §209-a.1(a) and (d) of the Public Employees' Fair Employment Act (Act) by transferring to nonunit retirees certain duties regarding the security of pretrial and presentence detainees, which was the exclusive work of employees represented by DSBA.

In an earlier case, we determined that the work in issue was exclusive to DSBA's unit.[1/] Thereafter, the parties entered into an agreement in settlement of litigation following an appeal from our earlier decision which provides, as here relevant:

> In settlement of County of Onondaga vs. Kinsella (PERB Case No. U-10891), the Deputy Sheriff Benevolent Association of Onondaga County (DSBA) and the County of Onondaga (County) agree as follows:
>
> 6. ...[T]he parties agree that DSBA unit employees will continue to have exclusive duties over pre-trial and pre-sentence detainees housed by the County at any location within the County....

In its answer, the County raised several defenses to the instant charge, including waiver.[2/] In response to the ALJ's request for submission of an offer of proof on the waiver issue, DSBA asserted that the settlement agreement precludes the County from claiming that the DSBA does not have exclusivity over the work in issue.

At the hearing, the parties stipulated to the above facts. The ALJ adjourned the hearing and requested briefs on the jurisdictional question raised by the settlement agreement. The ALJ determined that the settlement agreement was a reasonably

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[1/] County of Onondaga, 24 PERB ¶3014 (1991), conf'd, 187 A.D.2d 1014, 25 PERB ¶7015 (1992), motion for leave to appeal denied, 81 N.Y.2d 70, 26 PERB ¶7003 (1993).

[2/] In County of Onondaga and Sheriff of the County of Onondaga, 29 PERB ¶3046 (1996), we found that the management rights clause in these parties' collective bargaining agreement allowed the County to, at least, assign duties performed by these employees to any job titles that had been in the unit at the time the management rights clause was negotiated.

arguable source of right[3/] to the DSBA with respect to the subject matter of the improper practice charge. Accordingly, as PERB is without jurisdiction to enforce an agreement, the ALJ dismissed the charge pursuant to §205.5(d) of the Act.

In its exceptions, DSBA argues that the ALJ erred in dismissing the charge for lack of jurisdiction. To the extent any jurisdictional issue is presented, DSBA further argues that the issue should have been deferred to the parties' contractual grievance procedure. The County fully supports the ALJ's decision.

Based upon our review of the record and our consideration of the parties' arguments, we affirm the decision of the ALJ but dismiss the charge only conditionally pursuant to our jurisdictional deferral policy.

DSBA's charge, in essence, seeks enforcement of the exclusivity clause in the settlement agreement between the parties and, therefore, seeks to prohibit the use of nonunit personnel to perform the in-issue work. The language of the settlement agreement is clearly a reasonable source of right to DSBA in this case, since the settlement agreement arguably establishes its right to have only its unit employees perform the work in issue.[4/]

[3/]County of Nassau, 23 PERB ¶3051 (1990).

[4/]To the extent that DSBA claims exclusivity on the basis of our prior order, our finding was incorporated by the parties in their settlement agreement, which may be enforceable either by grievance or breach of contract action. Therefore, DSBA's

Although recognizing the contractual nature of the claim, DSBA argues that the jurisdictional limitations in §205.5(d) of the Act cannot be triggered by information contained in an offer of proof in response to a defense to a charge. As we are powerless to proceed in excess of our statutory jurisdiction, a jurisdictional determination can be made at any stage of our proceedings, and it is properly based on any relevant information before us, however that information comes to our attention.[5/]

DSBA argues, however, that the charge should not have been dismissed for lack of jurisdiction but deferred to the parties' contractual grievance procedure. Without deferral, DSBA argues that it will be without a forum in which to seek redress of the County's action.

The parties disagree as to whether the settlement agreement is a part of their collective bargaining agreement and, therefore, subject to the contractual grievance procedure. The County disputes the grievability and arbitrability of any claims arising under the settlement agreement. The jurisdictional limitations in §205.5(d) of the Act are not dependent upon the existence or use of a contractual grievance procedure. Even if the parties' grievance procedure is not applicable to this dispute, the DSBA has a judicial forum available to it for

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argument that a jurisdictional dismissal by the Board would deprive them of a remedy is without merit.

[5/]City of Glens Falls, 25 PERB ¶3011 (1992), conf'd, 195 A.D.2d 933, 26 PERB ¶7009 (3d Dep't 1993) (arguable breach of an oral agreement revealed for the first time at hearing).

resolution of the contract questions. We further the policies of the Act generally and the policies underlying §205.5(d) of the Act specifically by deferring the contract issues raised by this charge to that judicial forum.

Based on the foregoing, we deny DSBA's exceptions and affirm the decision of the ALJ except that part unconditionally dismissing the charge for lack of jurisdiction.

IT IS, THEREFORE, ORDERED that the charge must be, and it hereby is, conditionally dismissed, subject to a motion to reopen in accordance with our established deferral policy.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

MARY ANNE SALLUSTRO,

Charging Party,

-and-

CASE NO. U-18528

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK and UNITED FEDERATION OF TEACHERS,

Respondents.

MARY ANNE SALLUSTRO, pro se

JAMES R. SANDNER, GENERAL COUNSEL (PAUL H. JANIS of counsel) for Respondent United Federation of Teachers

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Mary Anne Sallustro to a decision by the Director of Public Employment Practices and Representation (Director) dismissing her improper practice charge which alleges that the Board of Education of the City School District of the City of New York (District) and the United Federation of Teachers (UFT) violated, respectively, §209-a.1(a), (b), (c), (d) and (e) and §209-a.2(a), (b) and (c) of the Public Employees' Fair Employment Act (Act). Sallustro, a music teacher employed by the District since 1965, alleges in her charge, filed December 20, 1996, that she was illegally excessed from her position on September 3, 1996, and was given an unsatisfactory evaluation on December 9, 1996. She further alleges that UFT failed to proceed to a step II hearing on the

excessing and failed to file a step I or step II grievance on her behalf regarding the evaluation.[1/]

By letter dated December 27, 1996, Sallustro was notified that her charge was deficient as she lacked standing to allege violations of §209-a.1(d) and (e) and §209-a.2(b) of the Act, that the charge was untimely filed as to events occurring before August 20, 1996, and that no facts were provided in support of the alleged §209-a.1(a), (b) and (c) and §209-a.2(a) and (c) violations. Sallustro thereafter filed an unsworn amendment, withdrawing the §209-a.1(d) and (e) and the §209-a.2(b) allegations, and including numerous other allegations and documents. The Director then dismissed the charge as being untimely filed as to events which occurred more than four months prior to the filing of the charge and as being devoid of any facts which would establish that the District was improperly motivated or that the UFT acted in a manner that was arbitrary, discriminatory or in bad faith with reference to the timely allegations. Sallustro's exceptions do not address in any way the latter basis for the Director's merits dismissal and that portion of the dismissal is, therefore, not before us.

Sallustro has filed exceptions that relate exclusively to an injury she suffered during an alleged assault on her while

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[1/]In addition to these timely allegations, Sallustro's handwritten charge contained numerous attachments and allegations dating back to 1994, dealing with an injury suffered in 1995 while teaching, use of leave accruals, loss of benefits and claims of disparate treatment in evaluations and assignments.

teaching on February 2, 1995, the time she was absent from work due to that injury, her lost compensation, subsequent medical arbitration, and an unsatisfactory evaluation in June 1995. In the exceptions, Sallustro identifies no actions taken either by UFT or the District which occurred within four months prior to the filing of her charge.

Sallustro has offered no basis in the exceptions to support a claim that the Director's dismissal of the charge as untimely is in error. The UFT supports the Director's decision. Based upon our review of the record and our consideration of the parties' arguments, Sallustro's exceptions are denied and the Director's decision is affirmed.

IT IS, THEREFORE, ORDERED that the charge must be, and it hereby is, dismissed.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

GUY LO BIANCO,

Charging Party,

-and-

CASE NO. U-18799

UNITED TRANSPORTATION UNION, LOCAL 1440,

Respondent,

-and-

STATEN ISLAND RAPID TRANSIT OPERATING AUTHORITY,

Employer.

CHARLES J. MUNAFO, for Charging Party

DANIEL TOPPER, ESQ., for Employer

BOARD DECISION AND ORDER

This case comes to us on a request by Guy Lo Bianco for permission to appeal from rulings and statements made by Administrative Law Judges (ALJ) processing a charge Lo Bianco, an employee of the Staten Island Rapid Transit Operating Authority (Authority), filed against the United Transportation Union, Local 1440 (UTU). The charge alleges that UTU breached its duty of fair representation in violation of §209-a.2(c) of the Public Employees' Fair Employment Act (Act).[1/]

[1/]The Authority was added as a party pursuant to §209-a.3 of the Act.

By letter dated March 17, 1997, Lo Bianco was notified by the Assistant Director of Public Employment Practices and Representation that the charge was untimely as to all allegations of UTU misconduct occurring before November 10, 1996. Lo Bianco then amended the charge to allege that UTU violated the Act by not responding to his December 9, 1996 letter demanding written responses to inquiries he made about several employment-related issues. On receipt of the amendment incorporating the allegation concerning the December 9 letter, Lo Bianco was informed by the Director of Public Employment Practices and Representation (Director) that the charge would be processed.

A pre-hearing conference was scheduled pursuant to notice from the Director for May 28, 1997. At the request of counsel for the Authority, who had been called to jury duty on May 28, 1997, the ALJ adjourned the conference to June 26, 1997. That conference was later adjourned to a future, unspecified date.[2/] The conference adjournments are the first rulings Lo Bianco seeks permission to appeal.

Lo Bianco also seeks to appeal the ALJ's statement in a letter to Lo Bianco's representative that UTU had filed and served an answer to the charge on May 7, 1997. Lo Bianco alleges that he never received an answer and, therefore, UTU should now be barred from answering and denied any opportunity for a hearing.

[2/]The conference was thereafter rescheduled to July 23, 1997.

The ALJ also informed Lo Bianco's representative that the charge was being processed only as to UTU's alleged failure to respond to Lo Bianco's December 9, 1996 letter because the rest of the charge, as determined by "Albany", was untimely or otherwise deficient. Lo Bianco seeks to appeal from this last statement by the ALJ because the ALJ did not "specify" who in Albany made those determinations and because he disagrees with the determination that other allegations in his charge are untimely.

Only the Authority has responded to the request for permission to appeal, which it urges be denied.

An appeal from an ALJ's rulings incidental to the processing of a pending charge may be had only with our permission pursuant to §204.7(h)(2) of the Rules of Procedure (Rules). To prevent the delay in case processing inherent in the consideration of such interlocutory appeals, we have held repeatedly that permission to appeal will be granted only in extraordinary circumstances.[3/] We have specifically declined upon that standard to grant permission to appeal on an interlocutory basis adverse timeliness determinations[4/] and rulings regarding conference scheduling.[5/] To the extent the ALJ's statements or actions embrace rulings or determinations subject to our review at the conclusion of the matter before the ALJ, there are no extraordinary circumstances

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[3/]E.g., Town of Shawangunk, 29 PERB ¶3050 (1996).

[4/]State of New York (Culkin), 25 PERB ¶3063 (1992).

[5/]Town of Putnam Valley, 28 PERB ¶3049 (1995).

evidenced in Lo Bianco's papers which would warrant review now. His request for permission to appeal at this date is, accordingly, denied. Nothing herein, however, prevents Lo Bianco from filing pursuant to §204.10 of the Rules such exceptions as may be appropriate to these and other matters upon issuance of the ALJ's dispositive decision.

For the reasons set forth above, Lo Bianco's request for permission to appeal is denied. SO ORDERED.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO,,

Petitioner,

- and -

CASE NO. C-4581

HOLBROOK FIRE DISTRICT,

Employer.

NANCY E. HOFFMAN, GENERAL COUNSEL (Jerome Lefkowitz of counsel), for Petitioner

INGERMAN SMITH, L.L.P. (JOHN GROSS of counsel), for Employer

BOARD DECISION AND ORDER

On September 3, 1996, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition seeking certification as the exclusive representative of certain employees of the Holbrook Fire District.

Thereafter, the parties executed a consent agreement in which they stipulated that the following negotiating unit was appropriate:

Included: Firehouse Attendant, Custodian, Watchman, Mechanic, District Secretary and HVAC Mechanic.

Excluded: District Treasurer and all others.

Pursuant to that agreement, a secret-ballot election was held on May 23, 1997, at which a majority of ballots were cast

against representation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots do not desire to be represented for the purpose of collective bargaining by the petitioner, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TEAMSTERS LOCAL 693,

Petitioner,

- and -

CASE NO. C-4658

TOWN OF COLESVILLE,

Employer.

THOMAS THAYNE, for Petitioner

MICHAEL RICHARDSON, for Employer

BOARD DECISION AND ORDER

On April 1, 1997, the Teamsters Local 693 (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition seeking certification as the exclusive representative of certain employees of the Town of Colesville.

Thereafter, the parties executed a consent agreement in which they stipulated that the following negotiating unit was appropriate:

Included: All full-time and part-time motor equipment operators employed within the Town of Colesville Highway Department.

Excluded: Superintendent of highways, deputy superintendent of highways.

Pursuant to that agreement, a secret-ballot election was held on June 26, 1997, at which a majority of ballots were cast against representation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots do not desire to be represented for the purpose of collective bargaining by the petitioner, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BOCES INFORMATION TECHNOLOGY PROFESSIONAL EMPLOYEES ASSOCIATION (RIC), NEA/NY,

Petitioner,

- and - CASE NO. C-4546

MONROE BOCES #1,

Employer,

- and -

NEW YORK STATE UNITED TEACHERS (NYSUT),

Intervenor.

PROFESSIONAL SUPPORT PERSONNEL/NYSUT,

Petitioner,

- and - CASE NO. C-4564

MONROE BOCES #1

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Representation proceedings having been conducted in the above matters by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Professional Support

Personnel/NYSUT has been designated and selected by a majority of the employees of the above-named public employer, in the unit found to be appropriate and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time and part-time employees in the following titles of: Account Clerk, Account Clerk Typist, Audiometric Technician, Audio Visual Attendant, Audio Visual Mechanic, Audio Visual Repair Apprentice, Audio Visual Repair Trainee, Audio Visual Repairer, Clerical Aide, Clerk, Clerk I, Clerk II, Clerk II with Typing, Clerk III with Typing, Clerk IV, Clerk Typist, Computer Hardware Installer, Computer Operator, Computer Programmer, Computer Services Liaison, Control Clerk, Data Entry Operator, Distributed Processing Technician Trainee, Distributed Processing Technician, Duplicator Offset Machine Operator III, Evaluation Assistant, Key Operator, Key Punch Operator, Library Automation Manager, Microcomputer Maintenance Technician, Neighborhood Representative, Network Technician, Payroll Clerk, Programmer Analyst, Purchasing Coordinator, Regional Information Center Aide, Research Assistant, Senior Account Clerk Typist, Senior Computer Operator, Senior Computer Programmer, Senior Network Technician, Telephone Operator, User Support Instructor and Word Processing Operator, Audio Visual Attendant, Driver Messenger (Courier), School Aide.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Professional Support Personnel/NYSUT. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and

conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NISKAYUNA SUPERVISORS ASSOCIATION, SCHOOL ADMINISTRATORS ASSOCIATION OF NEW YORK STATE,

Petitioner,

-and-

CASE NO. C-4633

NISKAYUNA CENTRAL SCHOOL DISTRICT,

Employer,

NISKAYUNA TEACHERS ASSOCIATION,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Niskayuna Supervisors Association, School Administrators Association of New York State has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the

settlement of grievances.

Unit: Included: Co-Director English/Language Arts: Middle School, Elementary School; Co-Director English/Language Arts: High School, Elementary School; Director of Science; Director of Mathematics; Director of Social Studies; Director of Physical Education and Athletics; Director of Music; Director of Guidance and Counseling; Foreign Language Department Head; Director of Media and Computer Services; Director of Art; Director of Health Services.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Niskayuna Supervisors Association, School Administrators Association of New York State. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1120, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4644

TOWN OF WOODSTOCK,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Communications Workers of America, Local 1120, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Laborer, Dispatcher, Water/Sewer Superintendent, Senior Dispatcher, Court Clerk, Water Sewage Treatment Plant Operator, Aide/Typist, Aide/Stenographer and Youth Program Assistant.

Excluded: Youth Program Director and Municipal Worker Supervisor.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Communications Workers of America, Local 1120, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4653

GREENBURGH CENTRAL SCHOOL DISTRICT #7,

Employer,

-and-

GREENBURGH CIVIL SERVICE ORGANIZATION,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All personnel employed on an hourly basis in the following titles: Bus drivers, including substitute bus drivers, school monitors, including substitute school monitors, noon aides, and substitute noon aides, cleaners, including substitute cleaners, van/chauffeur drivers, interim clerks, clerks-typists and bus monitors.

Excluded: All others.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

MONTGOMERY COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION,

Petitioner,

-and-

CASE NO. C-4661

COUNTY OF MONTGOMERY AND MONTGOMERY COUNTY SHERIFF,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Montgomery County Deputy Sheriff's Police Benevolent Association has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Full-time Deputy Sheriff (Patrolman), Deputy Sheriff-Sergeant, Deputy Sheriff-Lieutenant,

Deputy Sheriff-Investigator and Deputy Sheriff-Civil.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Montgomery County Deputy Sheriff's Police Benevolent Association. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ALBANY COUNTY DEPUTY SHERIFF'S PBA,

Petitioner,

-and- CASE NO. C-4671

COUNTY OF ALBANY,

Employer,

-and-

COUNCIL 82, AFSCME, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Albany County Deputy Sheriff's PBA has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Deputy Sheriff.

Excluded: All other employees in the Albany County Sheriff's Department.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Albany County Deputy Sheriff's PBA. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

DELAWARE COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION,

Petitioner,

-and-

CASE NO. C-4675

COUNTY OF DELAWARE,

Employer,

-and-

DELAWARE COUNTY SHERIFFS LOCAL 3951, LEOU, COUNCIL 82, AFSCME, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Delaware County Deputy Sheriffs Police Benevolent Association has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of

collective negotiations and the settlement of grievances.

Unit: Included: Full-time Deputy Sheriff, Sergeant, Investigator; and Lieutenant.

Excluded: All other employees of the Sheriff's Department.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Delaware County Deputy Sheriffs Police Benevolent Association. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CAPITAL REGION BOCES TEACHERS ASSOCIATION,

Petitioner,

-and-

CASE NO. C-4662

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF ALBANY, SCHOHARIE, SCHENECTADY AND SARATOGA COUNTIES,

Employer,

-and-

SCHENECTADY-ALBANY-SCHOHARIE FACULTY ASSOCIATION, NYSUT, AFT,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Schenectady-Albany-Schoharie Faculty Association, NYSUT, AFT has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of

collective negotiations and the settlement of grievances.

Unit: Included: Teacher, Speech Therapist, Occupational Therapist, Physical Therapist, Work Study Teacher, Social Worker, Psychologist, Guidance Counselor, Curriculum and Evaluation Consultant, Reading Consultant, Co-Op Coordinator, Occupational Education Evaluator, and Training Specialist. Any employee who was included in the teacher bargaining unit prior to June 30, 1984, whose position is not specified herein, shall continue to be included in the teacher bargaining unit.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Schenectady-Albany-Schoharie Faculty Association, NYSUT, AFT. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

JEFFERSON-LEWIS BOCES UNITED SUPPORT STAFF ASSOCIATION/NYSUT,

Petitioner,

-and-

CASE NO. C-4664

JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA BOCES,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Jefferson-Lewis BOCES United Support Staff Association/NYSUT has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full and part-time employees in maintenance, custodial, cleaner, clerical, business office, interpreter, occupational

teaching assistant, occupational teaching aide, bus driver, switchboard operator, graphic artist, repair technician, A-V repair technician, video operator, and data processing programmer.

Excluded: All other employees including Secretary to District Superintendent, Secretary to Assistant Superintendent for Programs/Board Clerk, Secretary to Assistant Superintendent for Business and Secretary to Director of Employer/Employee Relations.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Jefferson-Lewis BOCES United Support Staff Association/NYSUT. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: August 5, 1997
Albany, New York

Pauline R. Kinsella, Chairperson

Marc A. Abbott, Member