

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-2/10/75

In the Matter of
TOWN OF SMITHTOWN,

Employer,

-and-

LOCAL 342, LONG ISLAND PUBLIC SERVICE
EMPLOYEES, UNITED MARINE DIVISION,
NATIONAL MARITIME UNION, AFL-CIO,

Petitioner,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., SUFFOLK COUNTY CHAPTER,

Intervenor.

BOARD DECISION
AND ORDER

CASE NO. C-1071

For seven years, agreements had been negotiated between the Town of Smithtown and the Suffolk County Chapter of the Civil Service Employees Association (CSEA) on behalf of a unit represented by CSEA and covering both white and blue collar employees of the Town. On May 6, 1974, Local 342, Long Island Public Service Employees, United Marine Division, National Maritime Union, AFL-CIO (NMU) filed a timely petition seeking decertification of CSEA and its own certification as the exclusive negotiating representative of a unit of all full-time blue collar employees of Smithtown.

Following a hearing at which all parties were present and represented by counsel, the Acting Director of Representation determined "that a separate unit for blue collar employees is not warranted in this case." and he dismissed the petition.¹ In reaching that conclusion, the Acting Director acknowledged that in other cases separate units have been established for blue collar

3694

¹ At the hearing, NMU took the position that if its blue collar unit were not found to be "most appropriate" it would not desire to participate in an election in an overall unit.

employees (e.g. In the Matter of Town of Islip, 3 PERB 4213 [1970]; In the Matter of Town of Babylon, 3 PERB 4235 [1970]). He distinguished these cases on the ground that there is a unique blurring of the distinction between blue and white collar employees in Smithtown. In support of this proposition, he noted that there are employees classified as laborers and others classified as equipment operators who primarily perform clerical tasks. Of even greater significance to him are employees referred to as "full-time part-timers". They are 25 year-round full-time clerical employees who are paid on an hourly rate.

A second reason advanced by the Acting Director in support of his conclusion was "the evidence of a long-standing history of... 'meaningful and effective negotiations' for all Town employees in the existing unit."²

NMU has filed exceptions to the decision of the Acting Director. Some of these exceptions relate to his conclusion that distinctions between white and blue collar employees of Smithtown are blurred. The other exceptions relate to his conclusion that the negotiating history reveals that the blue collar and white collar workers of Smithtown have a community of interest. In support of the first group of exceptions, NMU has presented arguments, based upon evidence in the record, which satisfy us that the apparent unique blurring of distinction between white and blue collar employees derives from such factors as out-of-title work and is not substantial. We find that the circumstances in Smithtown are sufficiently similar to those in Islip and Babylon so that absent negotiating history, we would establish separate units for the blue and white collar employees. We do find, however, that the evidence reveals a long-standing history of meaningful and effective negotiations for all Smithtown employees in the existing unit. Moreover, we find it significant that blue

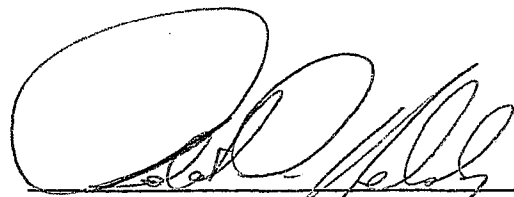
² In a footnote, the Acting Director cites our decision In the Matter of Bd. of Ed., St. Lawrence CSD No. 1, 2 PERB 3331 (1969), in which we said that negotiating history was a factor in determining whether or not a unit is appropriate.

collar employees constitute almost two-thirds of the negotiating unit. This diminishes the likelihood that their interests have been or will be sacrificed to those of white collar workers.

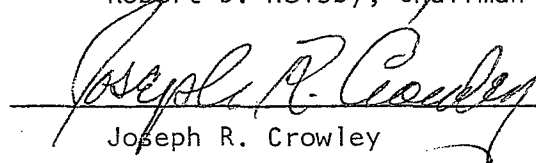
Thus, we are presented with the question of whether an overall unit, which has provided blue collar employees with a meaningful voice in determining their conditions of employment, should be dismantled because -- as a general proposition -- such overall units have been determined by us to be inappropriate. We think not. In establishing separate units for blue collar and white collar employees, we have balanced the interests of employees and employers as we have perceived them. Generally, the interests of the employees -- which is to maximize their effectiveness in negotiations -- is served by smaller units, while the administrative convenience of employers is served by larger, and thus fewer, units. Unfortunately, we rarely have had evidence as to whether this generalization applies in a particular case, and have had to rely upon the logic of the situation. In the instant case, however, we have more than logic upon which to rely; we have experience. This experience demonstrates that there is a community of interest between the blue and white collar employees of Smithtown which coincides with Smithtown's administrative convenience in maintaining an overall unit.

ACCORDINGLY, we confirm the decision of the Acting Director and
dismiss the petition.

Dated: February 10, 1975
Albany, New York



Robert D. Helsby, Chairman



Joseph R. Crowley

3696

DISSENT OF MEMBER FRED L. DENSON

I concur with the majority with regard to the unsubstantial nature of the apparent blurring of distinction between white and blue collar employees, but I dissent from its finding of evidence of a long standing history of effective negotiations sufficient to justify continuation of a single unit.

Since the terms and conditions of employment of blue collar employees and white collar employees are inherently different, I am of the opinion that in the absence of special circumstances they should enjoy separate unit status. The innate differences between the two groups has been recognized in several previous decisions wherein separate units were deemed appropriate. (e.g. In the Matter of Town of Islip, 3 PERB 4213 [1970]; In the Matter of Town of Babylon, 3 PERB 4235 [1970]; In the Matter of County of Sullivan, 7 PERB 3117 [1974]).

Included among the special circumstances to be considered in determining whether the two groups should be unified in spite of their different terms and conditions of employment are the administrative convenience of the employer, community of interests among the employees, negotiating history -- that is, whether or not there have been any meaningful and effective prior negotiations -- and under certain circumstances, the desires of the employees of each group. Based upon PERB's previous policy of authorizing separate units for white collar employees and blue collar employees, it should be incumbent upon the party(ies) seeking retention of a single unit to establish the existence of circumstances which are special to the extent that unification is warranted despite the inherent differences between the groups as enunciated in our prior decisions. Since neither CSEA nor the employer has shown special circumstances in the instant matter, the decision of the Acting Director should be reversed and our previous policy of authorizing separate units should be adhered to.

I do not subscribe to the view of the majority which has chosen to stretch, beyond its elastic limits, the "most appropriate unit" doctrine adopted by PERB several years ago. Whereas I believe the most appropriate units in the instant matter to be one comprised of white collar employees and one comprised of blue collar employees, the majority reasons that there has been a history of meaningful and effective negotiations with only one unit and thus there is no need for two units. The fallacy of this reasoning is that it puts the parties on notice that, by disrupting the negotiation process both at the bargaining table and in negotiating planning caucuses, they may improve their chances to achieve their scope of unit objective. A party seeking separate unit status could, by design, detrimentally alter the history of negotiations in order to achieve its goal. To encourage such self-defeating tactics would not be in the best interests of the Act as contemplated by the Legislature. While the role of negotiating history is important in representation matters, it is of diminished importance when that history runs counter to established Board policy.

The majority has also given consideration to the administrative convenience of the employer in determining whether blue collar workers and white collar workers should enjoy separate unit status. While it is recognized that this is one of the criteria examined by PERB in uniting matters (In the Matter of the State of New York, 1 PERB 4070 [1968], aff'd. 1 PERB 3226 [1968]), I believe it should be considered cautiously since in the vast majority of cases it is administratively more convenient for an employer to negotiate with fewer units. Thus, quite expectedly, an employer will usually resist separate units based upon administrative convenience. I would attach greater significance to arguments in this regard where it is shown that the administrative convenience to the employer is unusually and significantly altered by establishing separate units for blue collar and white

3698

collar employees. Neither party to this proceeding has established such unusual and significant alteration and thus administrative convenience should be given little, if any, weight in this unit determination.

The present or would be composition of a single unit -- that is, the percentage of blue collar and white collar workers therein -- is not a salient consideration or indication that the interests of either group have been adequately presented and protected during negotiations. The majority, in its opinion, assumes that since blue collar employees comprise almost two-thirds of the negotiating unit the likelihood is diminished that their interests have been or will be sacrificed to those of white collar workers. In my opinion, there is an equal likelihood that the number of white collar employees could have interests closely associated with management (for political or other reasons) which could possibly operate to the detriment of the best interests of the overall unit.


In summary, I believe that the party(ies) seeking retention of a single unit for blue and white collar employees must establish special circumstances for retention including, but not limited to, a showing that:

1. there has been a highly successful history of negotiations;
2. separation would unusually and significantly alter the administrative convenience to the employer;
3. the employees in each group enjoy a significant community of interests.

In situations where it is marginal as to whether or not there are special circumstances supportive of unification, an election should be held to allow the employees themselves to express their desires regarding their unit status.

Since the special circumstances have not been established, I believe that the Acting Director erred in not granting the petition for a separate blue collar unit.

Dated: February 10, 1975
Albany, New York


Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-2/10/75

In the Matter of the	:	
LOCAL 342, LONG ISLAND PUBLIC SERVICE	:	Case No. D-0099
EMPLOYEES, UMD, NMU, AFL-CIO	:	
	:	BOARD DECISION &
Upon the Charge of Violation of Section	:	ORDER
210.1 of the Civil Service Law.	:	

On November 21, 1974, Martin L. Barr, Counsel to this Board, filed a charge alleging that Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO had violated Civil Service Law §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Village of Patchogue from October 11 - 22, 1974.

Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO submitted an answer to the charge constituting a general denial and including affirmative defenses, but on January 31, 1975, it withdrew the answer following discussions with the charging party. Simultaneous with withdrawing its answer and thereby admitting the allegations of the charge, Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO joined the Charging Party in recommending a penalty of loss of dues checkoff privileges for ten months.

On the basis of the charge unanswered, we determine that the recommended penalty is a reasonable one.

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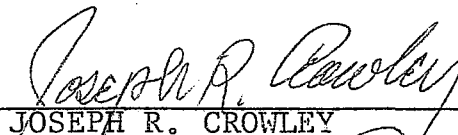
We find that Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO violated CSL §210.1 in that it engaged in a strike as charged.

WE ORDER that the dues deduction privileges of Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO be suspended for ten months, commencing on the first practicable date. Thereafter, no dues shall be deducted on its behalf by the Village of Patchogue until Local 342, Long Island Public Service Employees, UMD, NMU, AFL-CIO affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

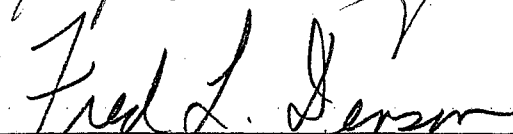
Dated, Albany, New York
February 10, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2C-2/10/75

THE BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF THE CITY OF NEW YORK,

Respondent,

BOARD DECISION
AND ORDER.

-and-

COUNCIL OF SUPERVISORS AND ADMINISTRATORS OF
THE CITY OF NEW YORK, LOCAL 1, SASOC, AFL-CIO,

CASE No. U-1103

Charging Party.

This case comes to us on exceptions of the Council of Supervisors and Administrators of the City of New York, Local 1, SASOC, AFL-CIO (CSA) to a hearing officer's decision dismissing its charge alleging that the Board of Education of the City School District of the City of New York (the employer) violated Civil Service Law Section 209-a.1(d) by unilaterally altering terms and conditions of employment of employees in its negotiating unit. The alleged unilateral action was the imposition of an annual wage ceiling for supervisory employees in per-session supervisory positions and the limitation of supervisory employees to one such position each year. The employer answered by asserting (1) that the negotiating unit represented by CSA did not cover per-session supervisory positions and (2) that it did not act unilaterally.

After a hearing, the hearing officer declined to resolve the question whether the charge involved unit work because, even assuming arguendo that it did, she found the charge without merit.

The hearing officer determined that CSA waived such rights as it may have had to negotiations in advance of the change. The basis of this determination is the "matters not covered" clause -- Article XVIII of the CSA agreement, which states in relevant part as follows:

3703

"With respect to matters not covered by this agreement which are proper subjects of collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation with CSA."

Compensation for per-session work of supervisory employees was a matter not covered by the agreement and the employer did consult with CSA before imposing the wage ceiling and job limitation. Indeed, as a result of such consultation the annual wage ceiling was increased from \$3,000 to \$3,500.

CSA argues that Article XVIII did not constitute a waiver of its right to negotiate over any mandatory subjects of negotiation; rather, it asserts that Article XVIII applies to non-mandatory subjects of negotiation and, as such, constitutes a partial waiver by the employer of its right to take unilateral action. Thus, CSA states in its exceptions that the hearing officer erred in not reaching the questions of whether per-session employment is unit work and compensation for per-session work a mandatory subject of negotiation. CSA's second exception is that the hearing officer erred in determining that the employer breached no obligation to CSA -- its actions having satisfied its contractual obligations and CSA having waived any statutory rights.

Having reviewed the record, we confirm the determination of the hearing officer.

3704

There is considerable testimony in the record by the grievance director of CSA concerning the meaning of Article XVIII. His testimony was that the clause was originally inserted in a 1969 agreement between the parties by the employer and that it was accepted by CSA because of their naivete. He further testified that in negotiations over the current agreement CSA was unsuccessful in seeking changes in the language of the clause because of the adamant position of the employer. Finally, he testified that the clause was intended to apply to "anything that anybody didn't think of. It could be something new, something that wasn't written or new things that came up." (R-171). CSA's argument that Article XVIII constitutes a partial waiver by the employer of its right to take unilateral action with respect to non-mandatory subjects of negotiations while preserving its right to negotiate over any mandatory subject of negotiations is inconsistent with the evidence.

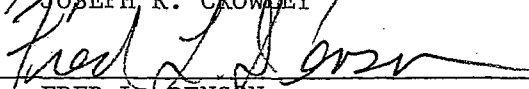
We determine that the clause constituted a waiver by CSA of any statutory rights that it might have to negotiate over compensation for per-session work of supervisory employees. We therefore find it unnecessary to consider whether, but for the waiver, CSA would have had any statutory right to negotiate over compensation of per-session work of supervisory employees by reason of its being unit work.

NOW, THEREFORE, WE ORDER that the charge herein should be, and hereby is, dismissed in its entirety.

DATED: ALBANY, NEW YORK
February 10, 1975



ROBERT D. HELSBY, Chairman

JOSEPH R. CROWLEY

FRED L. DENSON

3705

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2D-2/10/75

STATE OF NEW YORK (STATE UNIVERSITY OF NEW YORK)

Upon the Application for Designation of Persons :

AMENDED BOARD ORDER

as Managerial or Confidential. :

Case No. E-0203

On September 20, 1973 we issued a decision and order in this case (6 PERB 3097) designating specific job titles as management or confidential pursuant to CSL Section 201.7. The State of New York and United University Professions Inc., the employee organization that represents professional employees of the State University, and successor to SPA, now seek an amendment to that order extending it to similar job titles that may be created from time to time which are preliminarily designated as managerial or confidential by the State when the United University Professions Inc. does not object to such designation. The parties note that such a provision is included in our order In the Matter of State of New York involving Civil Service employees (6 PERB 3044).

The request is granted and we amend our order of September 20, 1973 to read as follows:

Board Decision

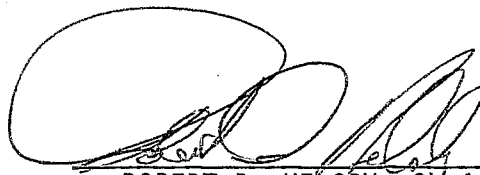
On August 24, 1973, we issued an interim decision in this matter relating solely to Appendix A, as amended of the employer's Application to have employees in various titles designated as managerial or confidential. In the decision, we stated our preliminary agreement with the employer's request and attached a list of the affected titles together with our proposed designation.

Objections have been filed by SPA and by one incumbent regarding certain titles; these will be considered in conjunction with the remainder of the Application. We hereby designate those job titles for which no objections were filed, listed in Appendix A attached hereto (a copy of which may be obtained at the PERB office), as managerial or confidential, pursuant to § 201.7 of the Act. In addition, all similar job titles created from time to time which are preliminarily specified as managerial

3706

or confidential by the State are hereby designated managerial or confidential, as the case may be, unless objection is made to such preliminary specification.

Dated: Albany, New York
February 10, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

#2E-2/10/75

GREAT NECK UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Petitioner,

Case No. C-1154

-and-

GREAT NECK BUILDINGS AND GROUNDS 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 Great Neck Buildings and Grounds Association

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All non-supervisory employees in the custodial department including steam firemen, swimming pool operator, motor vehicle operator, custodians, groundsmen, matrons, custodian-stock assistant and maintenance helpers.

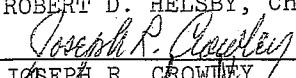
Excluded: All supervisory custodial employees and all other employees.

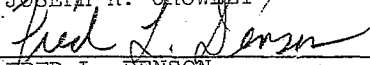
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Great Neck Buildings and Grounds Association

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 1975 .


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

#2F-2/10/75

GREAT NECK UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Petitioner.

Case No. C-1155

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 Civil Service Employees Association, Inc.,

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:


Included: All maintenance and security employees including supervising audio-visual technician, audio-visual technician, supervisor of security, assistant supervisor of security, security specialist, principal security guard, senior security guard, security guard, maintenance man, foreman of maintenance, assistant foreman of maintenance, and senior maintenance man.

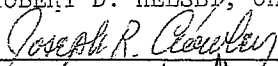
Excluded: All other employees.

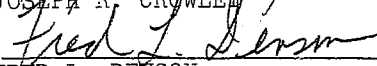
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Civil Service Employees Association, Inc.,

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2G-2/10/75
VILLAGE OF LEROY, :
Employer, :
-and- : Case No. C-1157
LOCAL 227, SERVICE EMPLOYEES INTER- :
NATIONAL UNION, AFL-CIO, :
Petitioner. :
:

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 Local 227, Service Employees International Union, AFL-CIO

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:


Included: All full time employees in the Highway Department, Water Department, Sewer Department, dispatchers, deputy accounting clerks & accounting clerks.

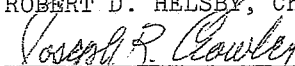
Excluded: Part time, seasonal and all other employees.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 227, Service Employees International Union, AFL-CIO

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
West Genesee Central Schools at : #2H-2/10/75
Camillus, Employer, :
-and- :
Dairy & Bakery Salesmen & Dairy :
Employees, Local 316, I.B.T., : Case No. C-1160
-and- Petitioner, :
West Genesee Operating Unit 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 Dairy & Bakery Salesmen & Dairy Employees, Local 316, I.B.T.,

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.


Unit: Included: All full time and regular part time custodial, maintenance, and laundry employees.

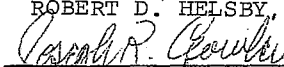
Excluded: Superintendent of Buildings and Grounds, Head of Housekeeping, summer employees, and work experience program employees and on call employees.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Dairy & Bakery Salesmen & Dairy Employees, Local 316, I.B.T.,

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF : #21-2/10/75
NEW HARTFORD CENTRAL SCHOOL DISTRICT, :
-and- Employer, :
NEW HARTFORD EMPLOYEES UNION, :
-and- Petitioner-Intervenor,; Case Nos. C-1173 &
COMMUNICATIONS WORKERS OF AMERICA, C-1180
AFL-CIO, Petitioner-Intervenor, :
-and- :
CIVIL SERVICE EMPLOYEES ASSOCIATION, Inc. :
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 New Hartford Employees Union

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: Clerical, aides, teaching ass't., health service, plant, school lunch and transportation employees and day watchman.

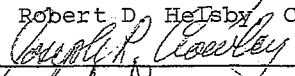
Excluded: Night watchman, sup't. sec., pers. clerk, bus. affairs admin. sec., sr. acc't clerk, acc't clerk, head custodian, food services superv. and transportation superv.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with New Hartford Employees Union

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 1975 .


Robert D. Helsby, Chairman


Joseph R. Crowley


Fred L. Denson

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2J-2/10/75

IN THE MATTER OF

VILLAGE OF MEDINA,

Employer,

-and-

MEDINA UNIT, ORLEANS COUNTY CHAPTER,
CSEA,

Petitioner.

Case No. C-1142

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 Medina Unit, Orleans County Chapter, CSEA

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.


Unit: Included: Motor equipment operator, water maintenance foreman, cemetery laborer, sanitation department laborer, meter reader, sewage treatment plant relief operator, sewage treatment plant operator, cemetery foreman.

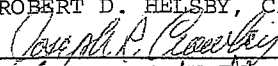
Excluded: Superintendent of public works, policemen, firemen, and all other employees of the Village of Medina.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Medina Unit, Orleans County Chapter, CSEA.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2K-2/10/75
LIVONIA CENTRAL SCHOOL DISTRICT, :
EMPLOYER, :
-and- : Case No. C-1183
LIVONIA NON-TEACHERS ORGANIZATION, :
Petitioner. :
:

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 LIVONIA NON-TEACHERS ORGANIZATION

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All non-instructional employees.


Excluded: Director of transportation, superintendent of buildings and grounds, cafeteria manager, secretary to the district principal, and business manager.


Further, IT IS ORDERED that the above named public employer shall negotiate collectively with LIVONIA NON-TEACHERS ORGANIZATION

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 19 75.


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2L-2/10/75
HERRICKS UNION FREE SCHOOL DISTRICT, :
Employer, :
-and- : Case No. C-1187
HERRICKS TEACHERS ASSOCIATION, :
Petitioner. :
:

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

HERRICKS TEACHERS ASSOCIATION

has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All teaching assistants.

Excluded: Teacher aides and all other employees.

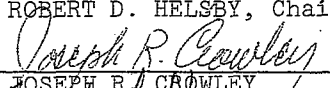
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

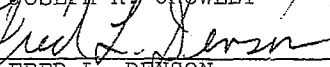
HERRICKS TEACHERS ASSOCIATION

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 10th day of February , 1975 .


ROBERT D. HELSBY, Chairman


JOSEPH R. CROWLEY


FRED L. DENSON

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2M-2/10/75

In the Matter of :
HOLLEY CENTRAL SCHOOL DISTRICT, :
Employer, :
- and - :
SERVICE EMPLOYEES' INTERNATIONAL UNION, : CASE NO. C-1158
LOCAL 227, AFL-CIO, :
Petitioner, :
- and - :
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., :
Intervenor. :

DECISION OF BOARD

On November 21, 1974, the Service Employees' International Union, Local 227, AFL-CIO (herein referred to as the petitioner) filed, in accordance with the Rules of Procedure of the New York State Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative for all custodians and cleaners employed by the Holley Central School District, excluding supervisors and all other employees.

On January 6, 1975, the parties entered into a consent agreement which was approved by the Director of Public Employment Practices and Representation on January 14, 1975. The consent agreement provides, inter alia, that the appropriate unit is as follows:

Included: Full-time and part-time custodians and cleaners.

Excluded: Supervisors and all other employees of the employer.

Pursuant to the consent agreement, a secret ballot election was held under the supervision of the Director on January 24, 1975. The results of the election indicate that a majority of the eligible voters in the unit set forth in the consent agreement do not desire to be represented for purposes of collective negotiations by any employee organization.^{1]}

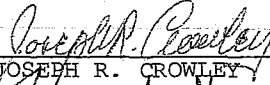
1] Eleven ballots were cast at the election, eight of which were against representation.

THEREFORE, IT IS ORDERED THAT the instant petition should
be, and hereby is, dismissed.

Dated: Albany, New York
February 10, 1975



ROBERT D. HELSBY, Chairman



JOSEPH R. CROWLEY



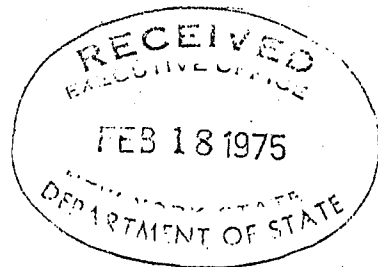
FRED L. DENSON



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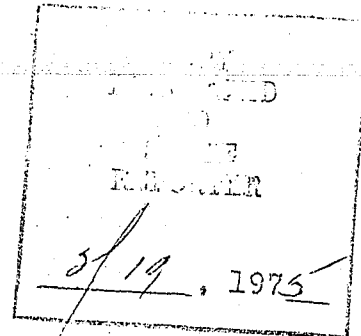
BOARD MEMBERS
ROBERT D. HELSBY
CHAIRMAN
JOSEPH R. CROWLEY
FRED L. DENSON

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD
50 WOLF ROAD
ALBANY, NEW YORK 12205



#3-2/10/75

February 14, 1975

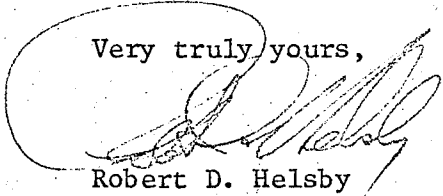


Hon. Mario Cuomo
Secretary of State
162 Washington Avenue
Albany, New York

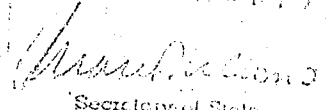
Dear Mr. Cuomo:

I am transmitting herewith, for filing in your office, the original and three copies of amendments to the Rules of Procedure of the Public Employment Relations Board which were adopted by the Board on February 10, 1975, to become effective March 1, 1975 and promulgated by the Public Employment Relations Board on that date.

Very truly yours,


Robert D. Helsby

Attachments.

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED
FEB 18 1975

Secretary of State

Copy of the letter and filing return to Robert D. Helsby as filing receipt. E. Ludwig

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Pursuant to and by virtue of the authority vested in the Public Employment Relations Board under Article 14 of the Civil Service Law, I, Robert D. Helsby, Chairman of the Public Employment Relations Board, acting on behalf of such Board, hereby amend NYCRR Title 4, Chapter VII, Part 208, as follows. Any parts of the Rules of the Board not explicitly mentioned herein remain in effect as previously promulgated. These amendments shall take effect on March 1, 1975.

Section 208.2 is hereby amended as follows:

\$208.2 [Records Available for Inspection Only to Bona Fide Members of the News Media.] Salary Records

In addition to the records of the Board available for public inspection and copying specified in section 208.1 of these Rules, an itemized record setting forth the name, address, title and salary of the Board members and every employee of the Board shall be available for inspection and copying [by bona fide members of the news media,] in accordance with the procedures hereinafter set forth under section 208.4.

Section 208.4 is hereby amended as follows:

\$208.4 (b) A request [by a bona fide member of the news media] to examine records specified in section 208.2 shall be made in writing and delivered to the Board's Executive Director at 50 Wolf Road, Albany, New York 12205 at least three days prior to the requested date of inspection. Such request shall be made on a form provided by the Board for this purpose.

\$208.4 (c) is REPEALED.

A new \$208.5 is added, to read as follows:

\$208.5 Appeal

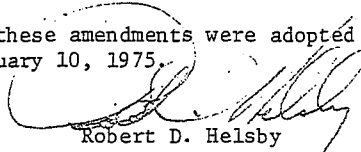
(a) An appeal may be taken to the chairman of the Board within thirty days from:

- (1) denial of a request for access to records;
- (2) a failure to provide access to records within five working days after receipt of a request.

(b) The appeal shall be in writing and shall state:

- (1) the date of the appeal;
- (2) the date and location of the request for records;
- (3) the records to which the requester was denied access;
- (4) whether the appeal is from denial of access or from failure to provide access. If from the former, a copy of the denial shall be attached to the appeal;
- (5) the name and return address of the requester.

I hereby certify that these amendments were adopted by the Public Employment Relations Board on February 10, 1975.


Robert D. Helsby
Chairman
Public Employment Relations Board