

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

UNITED TRANSIT LEADERSHIP ORGANIZATION,

Petitioner,

-and-

CASE NO. C-6490

**MANHATTAN and BRONX SURFACE TRANSIT
OPERATING AUTHORITY,**

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, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested by the Public Employees' Fair Employment Act;

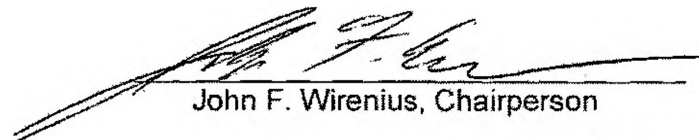
IT IS HEREBY CERTIFIED that the United Transit Leadership Organization has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included: All employees holding the Hay Title of (i) Superintendent, except as detailed in the parties agreement, and (ii) Deputy Superintendent.

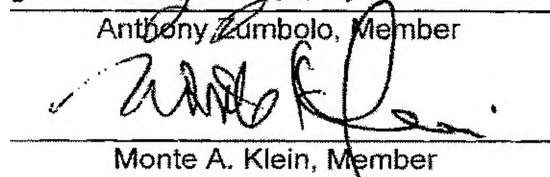
Excluded: Based on their managerial and/or confidential functions, all employees holding the Hay Title of General Superintendent and Superintendent who the parties identified in their agreement dated February 11, 2019 (attached hereto), and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Transit Leadership Organization. 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: June 11, 2019
Albany, New York


John F. Wirenius, Chairperson


Anthony Zumbolo, Member


Monte A. Klein, Member

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and-

CASE NO. C-6536

TOWN OF PATTERSON,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board (PERB) in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure, and it appearing that a negotiating representative has been selected;¹

Pursuant to the authority vested by the Public Employees' Fair Employment Act;

IT IS HEREBY CERTIFIED that the United Public Service Employees Union 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

¹ The assigned Administrative Law Judge sent a letter, dated December 12, 2018, to the Civil Service Employees Association, Inc., Local 1000, AFL-CIO (CSEA), requesting the organization's position on intervening, in light of the fact that they represent another bargaining unit comprised of blue-collar highway and sanitation employees employed by the Town of Patterson. By letter dated January 29, 2019, CSEA disclaimed any interest in this unit.

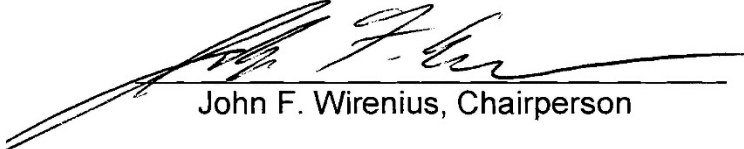
grievances.

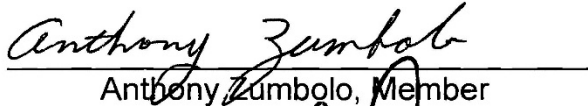
Included: All full-time and part-time Emergency Medical Technicians.

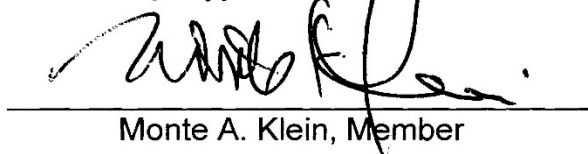
Excluded: Ambulance Administrator and all other employees.

FURTHER, IT IS ORDERED that the above-named public employer shall negotiate collectively with the United Public Service Employees Union. 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: June 11, 2019
Albany, New York


John F. Wirenius, Chairperson


Anthony Zumbolo, Member


Monte A. Klein, Member

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

TARRYTOWN LIEUTENANTS ASSOCIATION,

Petitioner,

-and-

CASE NO. C-6539

VILLAGE OF TARRYTOWN,

Employer,

-and-

**UNITED FEDERATION OF POLICE OFFICERS,
INC., LOCAL 588,**

Incumbent.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board (PERB) in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure, and it appearing that a negotiating representative has been selected;¹

Pursuant to the authority vested by the Public Employees' Fair Employment Act;

¹ This unit has been represented by the United Federation of Police Officers, Inc., Local 588 (UFPO), which by letter dated January 29, 2019, UFPO had until February 8, 2019 to claim any interest in continuing representation of this unit. The organization failed to contact PERB. We therefore deem it to have waived any further interest in this matter.

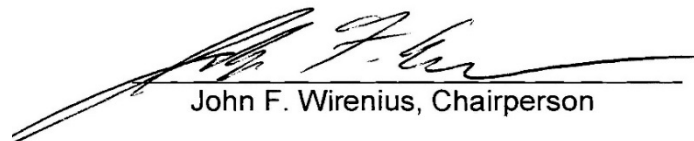
IT IS HEREBY CERTIFIED that the Tarrytown Lieutenants Association has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations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

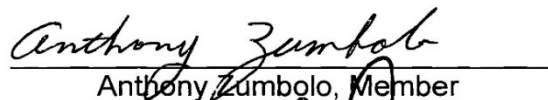
Included: All Lieutenants.

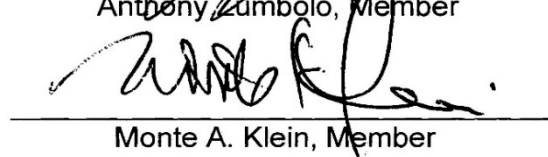
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Tarrytown Lieutenants 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: June 11, 2019
Albany, New York


John F. Wirenius, Chairperson


Anthony Zumbolo, Member


Monte A. Klein, Member

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and -

CASE NO. C-6540

HALF HOLLOW HILLS CENTRAL SCHOOL DISTRICT,

Employer,

-and-

**LOCAL 237, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS,**

Incumbent.

**ROTHMAN ROCCO LARUFFA, LLP (BILL WOLF, ESQ., of counsel), for
Petitioner**

**FRAZER & FELDMAN LLP (FLORENCE T. FRAZER, ESQ., of counsel), for
Employer**

**ARCHER, BYINGTON, GLENNON & LEVINE LLP (PAUL BROWN, ESQ., of
counsel), for Incumbent**

BOARD DECISION AND ORDER

On November 7, 2018, the United Public Service Employees Union (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 Half Hollow Hills Central School District (employer).

Thereafter, the parties executed a consent agreement in which they stipulated

that the following negotiating unit was appropriate:

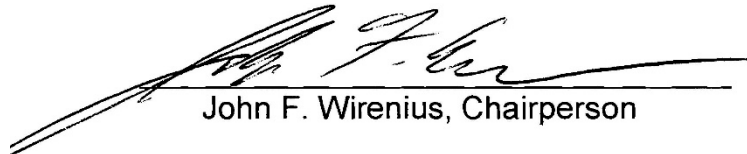
Included: Chief Custodian, Head Custodian, Custodial Worker, Head Groundskeeper, Groundskeeper, Maintenance Mechanic and Maintenance Foreman.

Excluded: All other employees.

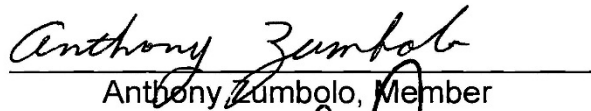
Pursuant to that agreement, a secret-ballot election was held on April 3, 2019, at which a majority of ballots were cast against representation by the petitioner.

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 negotiations by the petitioner, the incumbent remains the exclusive representative of the unit employees and IT IS ORDERED that the petition is dismissed.

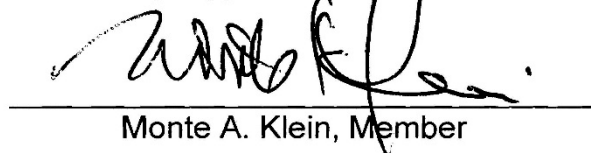
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John F. Wirenius, Chairperson



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