

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NEW HYDE PARK UNIT, NASSAU COUNTY CHAPTER OF
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
THE NASSAU COUNTY CHAPTER OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC., AND THE CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,

BOARD DECISION AND ORDER

CASE NO. D-0147

Upon the Charge of Violation of Section 210.1
of the Civil Service Law

In the Matter of

HICKSVILLE BUILDING AND GROUNDS UNIT, NASSAU
COUNTY CHAPTER OF THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., THE NASSAU COUNTY CHAPTER OF
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

CASE NO. D-0149

Upon the Charge of Violation of Section 210.1
of the Civil Service Law

In the Matter of

WESTBURY VILLAGE UNIT, NASSAU COUNTY CHAPTER OF
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
THE NASSAU COUNTY CHAPTER OF THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC., AND THE CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,

CASE NO. D-0150

Upon the Charge of Violation of Section 210.1
of the Civil Service Law

On May 12, 1977, Counsel to the Public Employment Relations Board charged the Civil Service Employees Association, Inc. (CSEA), the Nassau County Chapter of the Civil Service Employees Association, Inc. (Chapter), and the New Hyde Park Unit of the Chapter (New Hyde Park Unit) with violating §210.1 of the Taylor Law "in that they caused, instigated, encouraged, condoned and engaged in a strike against the Village [of New Hyde Park] on March 8, 10, 11, 12 and 14, 1977."

On May 24, 1977, Counsel to the Public Employment Relations Board charged CSEA, the Chapter, and the Hicksville Building and Grounds Unit of the Chapter (Hicksville Building and Grounds Unit) with violating §210.1 of the Taylor Law "in that they caused, instigated, encouraged, condoned and engaged in a strike against the [Hicksville Union Free School] District on May 2, 3, 4, 5 and 6, 1977."

On June 16, 1977, Counsel to the Public Employment Relations Board charged CSEA, the Chapter and the Westbury Village Unit of the Chapter (Westbury Village Unit) with violating §210.1 of the Taylor Law "in that they caused, instigated, encouraged, condoned and engaged in a strike against the Village [of Westbury] on February 28 and March 1, 1977."

The charging party has entered into stipulations with the attorney for all the respondents. The stipulations state that, as charged, there were strikes by employees of the Village of New Hyde Park, the Hicksville Union Free School District, and the Village of Westbury and that it was further stipulated that the New Hyde Park Unit, the Hicksville Building and Grounds Unit, and the Westbury Village Unit were responsible for the strikes. It was further stipulated that the Chapter was the exclusive bargaining representative of the striking employees in each of the three Units and that there was no evidence of the active participation in any of the three strikes by the Chapter or by CSEA. Finally, it was stipulated that the three Units and the Chapter are all internal subdivisions of CSEA.

Charging party and the attorney for the respondents have jointly recommended that this Board impose a penalty of six months' forfeiture of dues-deduction privileges for the New Hyde Park strike, a six months' forfeiture of dues-deduction privileges for the Hicksville Union Free School District strike, and a four months' forfeiture of dues-deduction privileges for the Westbury Village strike. They disagree, however, on whether the penalties should be

applicable to the total amount of dues of the employees in the three Units which, pursuant to agreement between the employers and the Chapter, are paid directly to CSEA, or whether the forfeitures should be applicable only to that fraction of the total dues receipts which is eventually given to the Units through the Chapter from its share allocated to it by CSEA. Respondents argue that, as there was no evidence of active participation in the strikes by the Chapter or by CSEA, the penalty should apply only to the fraction of the dues moneys which is given to the three Units that were directly responsible for the strikes. Charging party argues that, in view of the status of the Chapter and the Units as mere internal subdivisions of the basic CSEA entity, the penalty should be applicable to all dues deducted on behalf of employees in the striking Units. Both sides have submitted effective memoranda of law in support of their respective positions.

In resolving this disagreement, we must look to the words of the statute which provide for the loss of dues-deduction privileges. Section 210.3(f) of the Taylor Law refers to the "forfeiture of rights granted pursuant to the provisions of paragraph (b) of subdivision one, and subdivision three of section two hundred eight of [the Taylor Law]...." In turn, §208.1(b) grants the right of membership dues deductions and §208.3(b) authorizes negotiations for an agency shop fee deduction. Both rights are granted to "an employee organization certified or recognized pursuant to this article...." Thus, our primary interest in these cases is directed to the Chapter, which is the certified or recognized negotiating representative of the employees in each of the three Units in which employees struck. We are dealing here only with dues

¹ A municipality may deduct dues on behalf of an organization of public employees that is not recognized or certified (General Municipal Law §93-b), but such an organization has no right to the checkoff (Bauch v. City of New York, 54 Misc.2d 343, aff'd 38 A.D. 2d 1209, aff'd 21 N.Y. 2d 599, cert.den. 393 U.S. 834). PERB may direct the public employer not to check off dues on behalf of such an organization if it engages in a strike (N.Y. State Teachers Assn. v. Helsby, 57 Misc.2d 1066 [1968], 1 PERB ¶705).

checkoff privileges that flow from the recognition of the Chapter as the exclusive bargaining agent of each Unit. If the Unit or the Chapter is found to have violated §210.1 of the Taylor Law, these privileges and rights must be suspended.

Section 201.2 (a) defines the term "membership dues deduction" as the public employer's obligation "to deduct" under proper employee authorization, the amount of the employee's membership dues "in an employee organization" and "to transmit the sums so deducted to an employee organization." In each of the three cases, the employee's basic membership was in CSEA -- not in the Unit or the Chapter. His dues were fixed by CSEA; he was required to pay them to CSEA; and the terms of his authorization required the transmittal to the CSEA by the employer of the dues moneys deducted. Membership records are maintained centrally by CSEA. It is from the proceeds of the total dues receipts of its members that CSEA, under its internal operating and fiscal structure, allocates an appropriate share to its operating arms in the localities by direct payments to the Chapter, from which, in turn, the Chapter distributes funds to each Unit which it establishes. Thus, no dues were owed or payable by the Unit employees either to the Unit or to the Chapter.

In its role as the recognized representative of each Unit, the Chapter chose to exercise the dues-deduction privilege by a contractual arrangement for the deduction of Unit members' CSEA dues and their transmittal to CSEA. CSEA must be found to have approved this arrangement by accepting its benefits. According to the terms of the individual employee authorizations and of the agreement, the total amount of the dues was to be turned over to CSEA as an intact sum, with no provision for their redistribution or further allocation as dues or any other obligation owed to any organization or entity other than CSEA.

As the stipulation indicates, and as CSEA concedes, the Unit was the creature of the Chapter. By determination of the Chapter, both assumed a share

of the duties incident to representation -- the Chapter acting as the negotiating agent and the Unit mainly as the day-to-day administrator of the agreement. Hence, the Chapter is responsible jointly with the Units for the illegal conduct of the Units even though it assumed no active participation in the strike.

It is only by virtue of the Chapter's status as collective bargaining representative that CSEA has received dues deductions. The penalty for the strike is the forfeiture of the dues-deduction privilege, the scope and nature of which have been determined by the contractual arrangement made by the Chapter as negotiating representative. As that arrangement was for a total and indivisible deduction, the scope of the forfeiture must necessarily accord with that of the arrangement. We find no warrant in the collective agreement or in the Taylor Law for diminishing the penalty through fragmentation on the basis of the internal disposition made by CSEA of the dues-deduction receipts for the furtherance of its operations. Nor do we deem it relevant that CSEA did not actively participate in the illegal action of the Units or the Chapter. CSEA was hardly a stranger to the operations of its own subdivisions in the localities. Having approved the contractual arrangements for the transmittal of its dues by accepting the benefits of those arrangements, it must also be deemed to have assumed the consequences of their suspension by operation of the Law.

We are also not unmindful of the effect of a contrary holding on the fundamental public policy of the law prohibiting strikes. For to hold otherwise, in the presence of this kind of structural and operating pattern of a basic labor organization, might well defeat that policy by permitting internal methods of fiscal allocation to weaken the deterrent force of the dues-deduction forfeiture.

While the charges herein were directed only to dues-deduction forfeiture, our order must be directed, as well, to agency shop fee deductions. On September 2, 1977, which was after the charges were filed in the instant case, Chapter 677 of the Laws of 1977 became effective. It authorizes exclusive bargaining representatives, such as the Chapter, to negotiate for an agency shop fee deduction. The right to such agency shop fee deduction, however, is lost whenever the right to dues deductions is lost by reason of a violation of §210.1 of the Taylor Law.

We accept the joint recommendation of the charging party and of the attorney for the respondents as to the duration of the dues-deduction forfeitures. They are reasonable and appropriate.

NOW, THEREFORE, WE ORDER that:

1. (a) All dues-deduction privileges arranged by the Nassau County Chapter of the Civil Service Employees Association, Inc., as exclusive representative of employees of the Village of New Hyde Park be suspended for a period of six months, commencing on the first practicable date. Thereafter, no dues shall be deducted by reason of such arrangement until it and the Unit affirm that they no longer assert the right to strike against any government, as required by the provisions of §210.3(g) of the Taylor Law, and
- (b) There shall be no agency shop fee deductions from the salaries of the employees of the Village of New Hyde Park by reason of any agreement negotiated on behalf of the Nassau County Chapter of the Civil Service Employees Association, Inc., until the dues-deduction privileges of the Chapter are restored.

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2. (a) All dues-deduction privileges arranged by the Nassau County Chapter of the Civil Service Employees Association, Inc., as exclusive representative of employees of the Hicksville Union Free School District be suspended for a period of six months, commencing on the first practicable date. Thereafter, no dues shall be deducted by reason of such status until it and the Unit affirm that they no longer assert the right to strike against any government, as required by the provisions of §210.3(g) of the Taylor Law, and

(b) There shall be no agency shop fee deductions from the salaries of the employees of the Hicksville Union Free School District by reason of any agreement negotiated on behalf of the Nassau County Chapter of the Civil Service Employees Association, Inc., until the dues-deduction privileges of the Chapter are restored.

3. (a) All dues-deduction privileges arranged by the Nassau County Chapter of the Civil Service Employees Association, Inc., as exclusive representative of employees of the Village of Westbury be suspended for a period of four months, commencing on the first practicable date. Thereafter, no dues shall be deducted by reason of such status until it and the Unit affirm that they no longer assert the right to strike against any government, as required by the provisions of §210.3(g) of the Taylor Law, and

(b) There shall be no agency shop fee deductions from the salaries of the employees of the village of Westbury by reason of any agreement negotiated on behalf of the

Nassau County Chapter of the Civil Service Employees
Association, Inc., until the dues-deduction privileges
of the Chapter are restored.

DATED: Albany, New York
March 16, 1978

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
	:	
CITY OF YONKERS,	:	
	:	
Respondent,	:	<u>BOARD DECISION AND ORDER</u>
	:	
-and-	:	
	:	
MUTUAL AID ASSOCIATION OF THE PAID FIRE	:	<u>CASE NO. U-2388</u>
DEPARTMENT OF THE CITY OF YONKERS, LOCAL 628,	:	
AFL-CIO,	:	
	:	
Charging Party.	:	
	:	

This matter comes to us on the exceptions of the Mutual Aid Association of the Paid Fire Department of the City of Yonkers, Local 628, International Association of Firefighters, AFL-CIO, charging party herein, from the decision of a hearing officer dismissing its charge that the City of Yonkers (City) violated §209-a.1(a) and (d) of the Taylor Law. The charging party had complained that the City had unilaterally changed the terms and conditions of employment of firemen by paying them at straight time instead of at the premium rate of time-and-a-half for certain overtime hours and that it made "separate deals and arrangements" with individual firemen regarding such overtime.

There is no question that the City did make extra-duty assignments at straight time to employees represented by the charging party who were willing to accept such extra-duty assignments. The hearing officer found that this was not the result of a design to deprive unit employees of their right of organization, an essential element in a violation of §209-a.1(a) of the Taylor Law. He also rejected the allegation that the City's conduct constituted a refusal to negotiate in good faith because that conduct merely raised a question of contract interpretation which, at most, could establish a breach of contract, a matter over which PERB does not have jurisdiction. He indicated that the charge may not be timely because the City's conduct complained about commenced

in January 1976, and the charge was not filed until November 4, 1976.¹

The charging party's exceptions challenge the hearing officer's conclusions of fact and of law. It particularly challenges the hearing officer's determination that the City's conduct could not have violated §209-a.1(a) of the Taylor Law because such conduct was not for the purpose of depriving the employees of their right of organization.

Having reviewed the record, we affirm the hearing officer's determination that the employer's conduct complained of was not intended to deprive the unit employees of their statutory rights and, therefore, cannot be a violation of §209-a.1(a).

The question of whether the charge is timely and/or whether it alleges a violation of the City's duty to negotiate in good faith requires consideration of the contract and of the Chief of the Fire Department's General Order No. 44-a referred to in it. The contract permits the City to call in off-duty personnel "when necessary so as to maintain the average number of men per tour on the line that he deems necessary as reflected in General Order No. 44-a." Firefighters could be called in for this purpose on a rotating basis, subject to their willingness to accept the assignment "on a straight-time basis" because they do not fall "under the time-and-one-half provision of the contract."

General Order No. 44-a specifies the average number of men who would work on each tour. On January 1, 1976, following adoption of the financial plan by the City's Financial Control Board, the Chief of the Fire Department issued a new general order reducing the "average work force" below the

¹ Section 204.1(a)(1) of our Rules authorizes the filing of an improper practice charge within four months of the conduct complained about.

number specified in General Order No. 44-a. It is the charging party's theory that the contract provision authorizing the City to call in firefighters on a voluntary basis at straight time in order to maintain the size of the average work force was conditioned upon the continuation of average numbers specified in General Order No. 44-a. It argues that, because the City unilaterally changed those numbers, it could not utilize the contract procedure for assigning work at straight time.


The City argues that its adoption of a new general order in January 1976 put the charging party on immediate notice of its intention to reduce the average work force and, therefore, the four-month period for bringing a charge expired in May 1976. The charging party, however, understands the contract as permitting the City to average the number of men assigned to a tour over the course of a year. According to the charging party, it could not have known that there would be a contract violation until fewer firefighters were assigned to a tour on an average for a sufficiently large part of the year so that the required annual average could not be met even if staff levels were increased during the rest of the year.

Whether or not the contract contemplated averaging the number of men per tour throughout the year, as alleged by the charging party, and, thus, whether or not the charge is timely, is a matter of contract interpretation. It is also a matter of contract interpretation whether or not the City's right to offer extra-duty assignments to firefighters in order to maintain the average number of men per tour is conditioned upon the continuation of the numbers specified in General Order No. 44-a. Thus, what is involved is an alleged breach of an agreement and not an


improper public employer practice (St. Lawrence County, 10 PERB ¶3058 [1977]).

Accordingly, the decision of the hearing officer is affirmed and the charge herein is dismissed.

DATED: Albany, New York
March 16, 1978



Harold R. Newman, Chairman



Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-3/15/78

In the Matter of :

WEST PARK UNION FREE SCHOOL DISTRICT, :
Respondent, :

-and- :

WEST PARK TEACHERS ASSOCIATION, :
Charging Party. :

BOARD DECISION AND ORDER

CASE NO. U-2761

This matter comes to us upon the exceptions of the West Park Teachers Association, charging party herein, from the decision of a hearing officer dismissing its charge that the West Park Union Free School District (District) violated §209-a.1(a) and (d) of the Taylor Law. The charging party had complained that the District had unilaterally changed terms and conditions of employment of teachers by,

- (1) requiring attendance at the "open house and student recognition day" program scheduled for Sunday, June 12, 1977 while attendance at such programs in previous years had been voluntary, and
- (2) instituting a requirement that teachers who request personal leave should state the purpose for such leave.

The hearing officer determined that the charge was not timely because it was filed more than four months after the conduct complained about.¹ In a footnote he wrote that if he were to reach that question, he would have determined that "because of the special nature of this school district, their 'open house' attendance is an 'essential aspect of their basic employment function....'"²

¹ Section 204.1(a)(1) of our Rules authorizes the filing of an improper practice charge within four months of the conduct complained about.

² The special circumstance referred to by the hearing officer is that the school district services only the disadvantaged and problem children who are wards of the St. Cabrini Home. The students are separated from the parents and the parents have limited access to the teachers except on special occasions such as the "open house and student recognition day." These are held on Sundays to facilitate parent participation.

Finally, he determined that the complaint regarding the District's requirement that teachers who request personal leave state the purpose for such leave merely raised a question of contract interpretation and does not allege an improper practice.

The charging party's exceptions challenge the hearing officer's conclusions of fact and of law.

Having reviewed the record and considered the arguments of the parties, we affirm the decision of the hearing officer dismissing the charge. In doing so, we find it unnecessary to pass on the question of whether the District is obligated to negotiate over a demand regarding mandatory teacher attendance at the "open house and student recognition day" program, and we have not done so.

We dismiss the charge because it is not timely. No open house day program was specified in the calendars issued in September 1973 or in September 1974. Teacher attendance at the programs held at the end of those two school years was voluntary. The District was satisfied with teacher attendance the first year, but not the second year. In September 1975, it issued a calendar which specified June 27, 1976 as open house day and stated that teacher attendance was required. In May 1976, it acceded to a request of the charging party that attendance not be required, but it was again disappointed about the number of teachers attending. The calendar issued in September 1976 specified June 12, 1977 as open house day and it, too, stated that attendance was required. The charging party requested, the following May, that attendance be made voluntary, but this time the request was denied.

The hearing officer found that charging party was on notice as early as September 1976 that the District was requiring teacher attendance on open house day. Accordingly, he determined that the charge filed in June 1977 was not timely. Charging party argues that its charge is directed to the District's refusal to change its position in May 1977. It says that, since the District

relented the previous year, it might have yielded again and, thus, it did not know for certain that the teachers would really be required to attend the open house program until after the District refused to relent. This argument is not persuasive. In Brighton Fire District, 10 PERB ¶3091 (1977), we held that, where an employer takes an action and then, later, as a courtesy to the employee organization gives further attention to it only to reassert its position, it is the original action only that can be challenged in an improper practice. This is the situation here.

The charge is also not timely insofar as it protests the requirement of reasons for personal leave. The District circulated a policy statement regarding personal leave in September 1976. It required teachers requesting personal leave to provide sufficient information for it to determine whether or not to grant the requests. The contract clause covering personal leave, which is the same as that found in its prior contracts, provides:

"Personal-business leave is defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the teacher is working...."

The record establishes that the charging party was on notice of the District's requirement more than four months before it filed this charge.

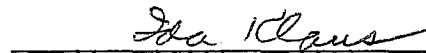
We also agree with the hearing officer that, even if it were timely, this part of the charge would have to be dismissed because the conduct complained about merely alleges a breach of an agreement and not an improper practice. Whether the contract language permitting personal leave only when necessary for the conduct of business which cannot be conducted except during the teacher's working time justifies the District's requirement that teachers who request personal leave should state the purpose for their leave, is a

question of contract interpretation which falls outside of our jurisdiction (St. Lawrence County, 10 PERB ¶3058 [1977]).

NOW, THEREFORE, WE DETERMINE that the charge herein should be, and
it hereby is, dismissed.

DATED: Albany, New York
March 15, 1978


Harold R. Newman, Chairman


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-3/15/78

In the Matter of

THE TOWN OF BETHLEHEM

Upon the Application for Designation of
Persons as Managerial or Confidential

BOARD DECISION AND ORDER

CASE NO. E-0338

This matter comes to us on the exceptions of Peter Fish, Chief of Police of the Town of Bethlehem, from the decision of the Acting Director of Public Employment Practices and Representation designating him as a managerial employee of the Town of Bethlehem (Town). The designation was made after a hearing in a proceeding commenced by the application of the Town for the designation of Chief Fish as a managerial or confidential employee in accordance with the criteria set forth in §201.7 of the Taylor Law.¹ The hearing officer determined that,

"Fish's role is more than that of a supervisor who merely administers policy and transmits orders from above. He is in command of the department's day-to-day operations and must exercise the independent judgment which such command requires....In addition, his past confidential relationship with the town supervisor and his present relationship with Tipple [town commissioner of public safety] meet the criteria for confidential designation."

Chief Fish takes exception to the decision of the Acting Director on the ground that the record does not contain sufficient evidence to establish that

¹ Persons who are designated as managerial or confidential are not public employees within the meaning of the Taylor Law and are, therefore, denied the statutory rights of organization and representation. They are prohibited from being members of any employee organization which seeks to represent public employees.

he exercised managerial or confidential responsibilities.


Having read the record, we find that the evidence establishes that Chief Fish formulates Town policy regarding the day-to-day operations of the Police Department. He makes decisions regarding the deployment of policemen, including the number of men who should be assigned to a shift and the number who are required for weekend work. This is so important an aspect of managerial policy that it is not a mandatory subject of negotiation (Matter of City of White Plains, 5 PERB ¶3008 [1972]). It is Chief Fish who authorizes employee overtime and he also determines the deployment of department equipment. He has been involved in the formulation of management policy regarding the use of shot-guns and whether or not two policemen should be assigned to a police vehicle.

NOW, THEREFORE, WE AFFIRM the decision of the Acting Director of Public Employment Practices and Representation, and

WE DESIGNATE Chief of Police Fish as a managerial employee.

DATED: Albany, New York
March 15, 1978


Harold R. Newman, Chairman


Ida Klaus

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the :
MONROE COUNTY CHAPTER CIVIL SERVICE : BOARD DECISION
EMPLOYEES ASSOCIATION, : AND ORDER
: CASE NO. D-0160
-and- :
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., :
upon the Charge of Violation of Section :
210.1 of the Civil Service Law. :

On December 19, 1977, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Monroe County Chapter Civil Service Employees Association and Civil Service Employees Association, Inc. (Respondents), had violated Civil Service Law (CSL) §210.1 in that they caused, instigated, encouraged, condoned and engaged in a strike against the County of Monroe.

The charge further alleged that the strike took place on August 22, 23, and 24, 1977, involving approximately 1,329 public employees.

Respondents filed an answer but thereafter agreed to withdraw it, thus admitting to all of the allegations of the charge upon the understanding that the charging party would recommend, and this Board would accept, a penalty of loss of its deduction privileges for five (5) months. The charging party has recommended a five (5) month suspension of deduction privileges.


On the basis of the unanswered charge, we find that Respond-

dents violated CSL §210.1 in that they engaged in a strike as charged, and we determine that the recommended penalty is a reasonable one.

WE ORDER that the deduction privileges of the Monroe County Chapter Civil Service Employees Association and Civil Service Employees Association, Inc. be suspended, commencing on the first practicable date, so that no further deductions be made by the County of Monroe for a period of five (5) months on behalf of Monroe County Chapter Civil Service Employees Association and/or the Civil Service Employees Association, Inc. Thereafter, no deductions shall be made on their behalf by the County until the Monroe County Chapter Civil Service Employees Association and Civil Service Employees Association, Inc. affirm that they no longer assert the right to strike against any government as required by the provisions of CSL §210.3(g).

DATED: Albany, New York
March 15, 1978


HAROLD R. NEWMAN


IDA KLAUS

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the : DOCKET NO.
CITY OF SYRACUSE : S-0016
for a Determination Pursuant to Section 212 of :
the Civil Service Law. :

At a meeting of the Public Employment Relations Board held on the 15th day of March, 1978, and after consideration of the application of the City of Syracuse made pursuant to Section 212 of the Civil Service Law for a determination that Chapter 30 of the Revised General Ordinances of the City of Syracuse as last amended by General Ordinance No. 2-1978 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Chapter aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

DATED: ALBANY, NEW YORK
MARCH 15, 1978

Harold R. Newman
HAROLD R. NEWMAN

Ida Klaus
IDA KLAUS

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the :
 CITY SCHOOL DISTRICT OF THE CITY OF : DOCKET NO.
 SYRACUSE : S-0039
 :
 for a Determination Pursuant to Section 212 :
 of the Civil Service Law. :

At a meeting of the Public Employment Relations Board held on the 15th day of March, 1978, and after consideration of the application of the City School District of the City of Syracuse made pursuant to Section 212 of the Civil Service Law for a determination that its School District Employee Negotiations Policy adopted by resolution on January 16, 1968, as last amended by resolutions adopted on December 20, 1977 and February 21, 1978, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Resolution aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

DATED: ALBANY, NEW YORK
 MARCH 15, 1978

Harold R. Newman
 HAROLD R. NEWMAN

Ida Klaus
 IDA KLAUS

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2H-3/15/78
ELMONT UNION FREE SCHOOL DISTRICT, :
Employer, :
- and - :
NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO, : CASE NO. C-1584
Petitioner, :
- and - :
ELMONT CLERICAL UNIT, NASSAU CHAPTER :
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 the New York State United Teachers, AFT, 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 clerical employees.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the New York State United Teachers, AFT, 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 15th day of March , 19 78 .

Harold Newman
Harold Newman

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
ELLENVILLE CENTRAL SCHOOL DISTRICT, :
Employer, : #2I-3/15/78
- and - :
ELLENVILLE TEACHERS ASSOCIATION, : CASE NO. C-1586
Petitioner, :
- and - :
CIVIL SERVICE EMPLOYEES 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 Ellenville Teachers 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: All full and part-time cleaners, head cleaners, custodians, records and inventory maintenance helpers, and groundsman and general mechanics.
Excluded: Students currently enrolled in the Ellenville School District or graduates in the most recent graduating class who perform less than 15 hours of work per week and two temporary summer employees who work for sixteen or fewer weeks from June 15 to September of any year.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Ellenville 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 15th day of March, 1978.

Harold Newman
Harold Newman

Ida Klaus
Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2J-3/15/78

In the Matter of :

PLAINEDGE UNION FREE SCHOOL DISTRICT #18 :

Employer, :

- and - :

NEW YORK STATE NURSES ASSOCIATION, :

Petitioner. :

CASE NO. C-1543

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 New York State Nurses 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: All registered professional nurses and persons authorized by permit to practice as registered nurses.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the New York State Nurses 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 15th day of March, 1978.

Harold Newman

Harold Newman

Ida Klaus

Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2K-3/15/78
CITY SCHOOL DISTRICT OF THE CITY OF ELMIRA, :
Employer, :
- and - :
COMMUNICATIONS WORKERS OF AMERICA, LOCAL #1111; : CASE NO. C-1585
Petitioner, :
- and - :
THE CUSTODIAL, MAINTENANCE AND CAFETERIA :
WORKERS UNIT, NYEA/NEA :
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 Custodial, Maintenance and Cafeteria Workers Unit, NYEA/NEA

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.

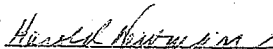
Unit: Included: All building repair, maintenance, custodial and food service personnel including head custodians and head cooks.

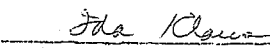
Excluded: Casual and temporary employees, including day-to-day substitutes, on call workers of all kinds, summer employees, and those who work less than ten hours per week.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Custodial, Maintenance and Cafeteria Workers Unit, NYEA/NEA

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 15th day of March , 1978 .


Harold Newman


Ida Klaus

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2L-3/15/78
WARSAW CENTRAL SCHOOL DISTRICT,	:	
Employer,	:	
- and -	:	
WARSAW EDUCATORS ASSOCIATION, NYEA/NEA,	:	CASE NO. C-1568
Petitioner,	:	
- and -	:	
WARSAW CENTRAL SCHOOL 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 Warsaw Educators Association, NYEA/NEA

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 certified personnel, including department heads, guidance teachers, attendance teachers, school nurses and school psychologists, whether or not they are actually engaged in classroom instruction.

Excluded: Per-diem substitutes, administrators and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with The Warsaw Educators Association, NYEA/NEA.

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 16th day of March, 1978.

Harold Newman
Harold Newman

Ida Klaus
Ida Klaus