4-11-1980

State of New York Public Employment Relations Board Decisions from April 11, 1980

New York State Public Employment Relations Board

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Keywords

NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of HORSEHEADS CENTRAL SCHOOL DISTRICT, Respondent, -and- HORSEHEADS SCHOOL SERVICES ASSOCIATION, LOCAL 3703, NYSUT, AFT, Charging Party.	#2A-4/11/80 BOARD DECISION AND ORDER CASE NO. U-3485

SAYLES, EVANS, BRAYTON, PALMER & TIFFT,
(JAMES YOUNG, ESQ., of Counsel) for
Respondent

MARILYN N. NORDINE, for Charging Party

This matter comes to us on the exceptions of the Horseheads School Services Association, Local 3703, NYSUT, AFT (Association) to a decision of a hearing officer dismissing its charge that the Horseheads Central School District (District) committed an improper practice. The basis of the alleged improper practice is that on June 22, 1978, the District unilaterally advised unit employees that their services would be continued for the 1978-79 school year. The notification, which was sent to the unit employees individually, contained a copy of the school calendar for the 1978-79 school year and stated inter alia, "It is expected that you will return to work on the first workday following each holiday, vacation or recess day."

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In its response to the charge, the District acknowledged that it had sent the notices as alleged, but it asserted that the sending of the notifications was not improper. Its position was that the notifications did nothing more than assure the unit

WE ORDER that the charge herein be, and it hereby is,

DISMISSED.

DATED: Albany, New York
April 11, 1980

Harold R. Newman, Chairman

David C. Randles, Member

Member Klaus dissents for the reasons stated in her dissenting opinion in Spencerport.

DATED: Albany, New York
April 11, 1980

Ida Klaus, Member

employees that their services would be continued after the 1978 summer vacation and holiday recess that would occur during the following school year. The reason for the notification was that §590.11 of the State Labor Law excludes nonprofessional school district employees from unemployment insurance benefits during summer vacations and holiday recesses if they have appropriate assurances of continued employment after such vacations and recesses.[1]

The hearing officer determined that the employer's action was motivated by legitimate business concerns and was not intended to interfere with organizational rights of employees. He also determined that an assurance of continued employment is not a mandatory subject of negotiation. Thus, according to the hearing officer, the District's action was not intended to interfere with employee organizational rights and did not violate its duty to negotiate in good faith concerning mandatory subjects of negotiation. In reaching this determination, the hearing officer concluded that the circumstances in the instant case were similar to those in Spencerport Central School District, 12 PERB ¶3074 (1979);

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1 The Department of Labor has, by Special Bulletin A-710-53, interpreted Labor Law §590.11 as denying unemployment insurance benefits to a claimant who is a member of a collective bargaining unit having a collective agreement which does not guarantee his continued employment, if he has an individual notice, letter or document containing such guarantee, provided such instruments are not expressly prohibited by the terms of the collective bargaining agreement. This interpretation has been confirmed by the Appellate Division, Third Department, in Matter of Hess, 70 AD2d 374 (1979).

and he ruled that the decision in that case was dispositive of the issue before him.

In support of its exceptions, the Association argues that the situation in the instant case is distinguishable from Spencerport in that the facts here indicate that the District was improperly motivated and that the notification issued by the District covered mandatory subjects of negotiation.

A review of the short record before us reveals nothing that would justify a conclusion that the District's actions were motivated by anything other than a legitimate business concern. We also find no basis for finding that the notice was materially different from the notices before us in Spencerport. The Association bases its argument on the sentence in the notice here which states, "It is expected that you will return to work on the first workday following each holiday, vacation or recess period." It contends that this sentence constitutes an attempt to negotiate with individual employees as to holidays and vacations, both of which are mandatory subjects of negotiation. We do not so interpret the notice. Rather, we understand it as being directed to the summer vacation periods and holiday recesses which are the concern of Labor Law §590.11.

Accordingly, we affirm the decision of the hearing officer, and

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of CIVIL SERVICE EMPLOYEES ASSOCIATION OF YONKERS upon the Charge of Violation of Section 210.1 of the Civil Service Law.	#2B-4/11/80 BOARD DECISION AND ORDER CASE NO. D-0166

WEKSTEIN & FULFREE, ESQS., for Respondent

EUGENE J. FOX, ESQ., (Robert W. Villani, Esq., of Counsel) for Charging Party

The charge herein was made by the Corporation Counsel of the City of Yonkers (City). It alleges that the Civil Service Employees Association of Yonkers (CSEA) engaged in a three day strike against the City of Yonkers on June 26, 27 and 28, 1978. The hearing officer determined that employee absenteeism on the three days in question was 49%, 45% and 35% respectively as against a normal absenteeism rate of 3.5%. She concluded that the absences constituted a strike but she found no proof that the strike was called by CSEA. On the other hand, she concluded that once it began, the strike was condoned by CSEA.

CSEA urges us to reject the report and recommendations of the hearing officer. It argues that the charge was imprecisely drawn

and, consequently, it did not have a sufficient opportunity to defend itself. It also argues that the hearing officer erred in permitting the charging party to amend the charge.[1] Finally, CSEA contends that the record lacks competent evidence to support the conclusion of the hearing officer.

We do not find the charge defective or that CSEA was prejudiced by it. The charge gave CSEA sufficient notice of the violation alleged and CSEA had ample opportunity to prepare its defense. We also find no error in the hearing officer's ruling which allowed charging party to amend its charge. The amendment did not change the basic nature of the charge. CSEA was given sufficient notice of the total violation with which it was being charged, and it had ample opportunity to prepare its defense.

Having reviewed the record, we note that there is some circumstantial evidence that the strike was in fact called by CSEA. A CSEA emergency meeting, albeit one called by the membership rather than by the officers, was held immediately before the strike for the purpose of considering the matter of employee lay-offs--the strike issue. While a newspaper story reported that part of the business of the meeting was to consider a three-day "sick-out", there was no testimony from its author as to its accuracy. Consequently, it cannot be regarded as reliable evidence of what happened at the meeting, in view of the direct testimony that no

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[1] The amendment was not related to the clarity of the charge. It merely added the allegation that the strike continued on June 28, 1978; the original charge did not go beyond the events of June 26 and 27.

discussion of any strike took place there. While the acceptable circumstantial evidence raises a suspicion that CSEA may have called the strike, it is not sufficient to support such a conclusion. Accordingly, we accept the hearing officer's findings in this respect.

We also determine that the evidence supports the hearing officer's conclusion that CSEA condoned the strike. That evidence shows that CSEA's president not only made no effort to stop or prevent the strike, but that he openly supported it by publicly referring to it as "white cholera" and "white collara", and stating that "the sickness is really spreading...now that we understand the pink slips are coming, the disease is going to get worse." We accordingly accept the findings of fact and conclusion of law contained in the report and recommendations.

Ordinarily, for a first strike lasting three days and affecting the public welfare, but not public health or safety, we would impose a dues deduction and agency shop fee forfeiture of six months as a reasonable penalty. Because the evidence establishes that CSEA condoned this strike but did not cause it, we find that a penalty of four months' duration will effectuate the policies of the Act.

NOW, THEREFORE, WE ORDER that the City cease deducting dues or agency shop fee payments on behalf of CSEA for a period of four months, commencing on the first practicable day after the date of this decision. Thereafter, no dues or agency shop fee payments shall be deducted on its behalf by the City until

CSEA affirms that it no longer asserts the right to strike against any government, as required by §210.3(g) of the Taylor Law.

DATED: Albany, New York
April 11, 1980

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-4/11/80

In the Matter of the Petition of GEORGE LESSLER, to review the implementation of the provisions and procedures enacted by the County of Suffolk pursuant to Civil Service Law §212.	BOARD DECISION AND ORDER CASE NO. I-0031

JACK B. SOLERWITZ, ESQ., (Alan E. Wolin, Esq., of Counsel), for Petitioner

KAUFMAN, BANNON AND KAUFMAN, P.C., (J. Ozias Kaufman, Esq., of Counsel), for Respondent Suffolk County Public Employment Relations Board.

On September 14, 1979, George Lessler (petitioner), President of the Suffolk County Deputy Sheriffs Benevolent Association, Inc. (DSBA), filed a petition with this Board pursuant to §203.8 of our Rules of Procedure, to review the implementation by the Suffolk County Public Employment Relations Board (local board) of the provisions and procedures enacted by the County of Suffolk (County) pursuant to Civil Service Law (CSL) §212. Generally, the petition alleges that a decision of the local board (No. 79-1 C/D, dated July 20, 1979) dismissing DSBA's petition in a representation proceeding failed to implement local provisions and procedures in a manner substantially equivalent to those set forth in CSL Article 14 and PERB's Rules of Procedure. More specifically, the petition alleges that the local board failed to implement the standards provided in CSL §207.1 for defining negotiating

units by ignoring or dismissing actions and events which reveal (a) inadequate representation of deputy sheriffs by the Suffolk County Chapter, Civil Service Employees Association (CSEA) during contract negotiations, (b) arbitrary and discriminatory contract administration by CSEA, and (c) the County Sheriff's participation in negotiations and his preference for a separate unit of deputy sheriffs. Petitioner further alleges that the local board's investigation into the contentions raised by DSBA's petition was conducted in an improper and inadequate fashion, and that the local board's decision placed undue reliance upon the outcome of a similar representation proceeding instituted by DSBA some four years earlier.

Pursuant to §203.8 of our Rules, an investigation into the allegations raised by the implementation petition was conducted. Initially, a memorandum response to the petition was filed by counsel to the local board. Subsequently, sets of questions were submitted to counsel for both the local board and DSBA, and detailed, documented responses thereto were received. CSEA was given notice of the petition, but declined to intervene.

FACTS

Our investigation revealed no facts in dispute material to the disposition of this proceeding. The County's deputy sheriffs are presently, and have been for some time, included within an overall unit of County white collar employees repre-

sented by CSEA. Since 1968, numerous petitions have been brought in behalf of deputy sheriffs seeking a separate negotiating unit; all have been denied, many on procedural grounds. Extensive hearings were held on one such petition filed by DSBA in May, 1975. These hearings culminated in the local board's adoption, on April 21, 1976, of the hearing officer's report and recommendation dismissing the petition on its merits.

On May 25, 1979, DSBA filed a similar petition with the local board, together with supplementary supporting exhibits. The local board thereupon conducted an investigation into the allegations contained in the petition. The local board did not hold a hearing, but rather made inquiries and gathered information which formed the record upon which it would ultimately base its determination. Along with DSBA's petition, that record consisted, in relevant part, of the following: a) material contained in the local board's files relating to previous certification petitions filed in behalf of deputy sheriffs; b) the 1977-80 County-CSEA white collar unit collective agreement; c) CSEA's 1976 negotiating proposals for public safety officers, together with a covering letter from CSEA's grievance chairman indicating participation by deputy sheriffs in the negotiating process; d) a letter from the County Director of Labor Relations indicating the County's opposition to DSBA's petition, and e) information gathered from a conversation with another County labor relations officer indicating the discussion during negotiations of demands presented by

CSEA in behalf of deputy sheriffs. On July 10, 1979, the local board issued a decision and order dismissing DSBA's petition, and finding, inter alia, that a community of interest was shared by all white collar employees, that deputy sheriffs were fairly represented in negotiations by CSEA, that DSBA's claim of discriminatory treatment by CSEA vis-a-vis deputy sheriffs' grievances was a matter solely for State PERB's improper practice jurisdiction, and that the County Sheriff had not actively participated in the negotiating process, nor asserted his right as a joint employer.

DISCUSSION

The basis for this Board's review of local board determinations lies in CSL §212, wherein we are empowered to ascertain whether provisions and procedures adopted thereunder by a local government "and the continuing implementation thereof are substantially equivalent to the provisions and procedures set forth" with respect to the State (emphasis added). In this regard, we have repeatedly stated that "[i]t is not contemplated that this Board's function of reviewing such determination is intended as a method by which this Board might substitute its judgment for that of the local board in . . . representation proceedings".[1] Thus, where a local board conducts a proper investigation generating an adequate record upon which it applies the unit determination criteria set out in CSL §207.1 and its local statutory equivalent,

[1] New York State Nurses Assn., 1 PERB ¶399.93 (1968); Nassau County Correction Officers Benevolent Assn., 8 PERB ¶3068 (1975), Committee of Interns and Residents, 12 PERB ¶3012 (1979).

the possibility that this Board would reach a different conclusion on the same facts is not controlling.

Here, however, the petition attacks the local board's conduct of the representation proceeding as much as it does the ultimate determination. Both the Rules of Procedure of this Board and those of the local board mandate an investigation into questions concerning representation.[2] We have frequently held that the Taylor Law requires such investigation to be conducted in a fair manner and that petitioners must be afforded an ample opportunity to present whatever relevant evidence they desire to offer.[3] Clearly, when a local board does not afford a petitioner such right, it not only fails to conduct its investigation in a manner substantially equivalent to that required by the Taylor Law and this Board's Rules, but by reason of that failure it is also unable to legitimately apply and implement the statutory unit determination criteria. For the following reasons, we hold that the local board did not conduct its representation proceeding in a manner contemplated by the Taylor Law.

First and foremost, it is readily apparent that DSBA was never given an opportunity to attempt to prove or even fully to present its contentions. The local board did not hold a formal hearing (or even an informal conference) into the allegations

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2 4 NYCRR, Sec. 201.9(a)(i); Suffolk County PERB Rules of Procedure, Sec. 2.9(a)(i).

3 Nassau County Correction Officers Benevolent Assn., 8 PERB ¶3068 (1975); Local 237, Teamsters, 2 PERB ¶3005 (1969).

raised by DSBA's petition. It is true that neither our Rules nor those of the local board mandate a hearing in all representation proceedings. A local board could choose to initially have the parties submit their proof by way of affidavits and other documentation. If such papers provided an adequately developed record containing no material factual dispute, the local board might be able on that record to render its determination. Nevertheless, since neither our Rules nor those of the local board require a petitioner to present its entire proof together with its petition, a local board choosing to proceed in such fashion obviously must so advise the parties. Here, however, the local board concedes that after receipt of the petition, it never advised DSBA to submit supporting evidence and proof in the form of exhibits, documents, affidavits, or other relevant information. In fact, the local board admits that, although it solicited and received statements and other information from CSEA and the County, at no time between the receipt of DSBA's petition and the issuance of its decision of dismissal did it make any inquiries or requests whatsoever of DSBA, its officers or agents. Rather, it treated the petition and exhibits annexed thereto as comprising DSBA's entire case.

Explaining its reasons for considering a hearing unnecessary, the local board states:

> [O]ur awareness of. . . the historical efforts of DSBA to fragment from the overall certified unit and the degree of input by CSEA representatives of the Security Officers group in the negotiating process together with the County's opposition to any fragmentation provided, in [our] opinion,

> a substantial evidentiary basis consistent with applicable State PERB criteria to render a decision without a formal hearing.

Thus, DSBA was given no chance to confront the contentions of those opposing its petition, although such contentions were apparently accepted by the local board as probative and truthful. Further, it appears that DSBA's history of unsuccessful efforts at fragmentation was viewed by the local board as foreclosing a different result in the present proceeding[4]. The local board last disposed of a DSBA petition on the merits after a hearing on April 21, 1976, the petition itself having been filed in 1975. It is certainly possible that events have occurred during the three to four year interval between the consideration of that petition and DSBA's 1979 petition which might lead the local board to reach a different unit determination. Again, however, the local board admits that it did not afford DSBA an opportunity to demonstrate changed circumstances in that time frame which might support a departure from the 1976 decision.

We also note that, whatever the merits of DSBA's claim of inadequate and discriminatory contractual grievance and arbitration administration, the local board disposed of such claim on an

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4 This is clear not only from the above statement, but also from the lengthy discussion of past unsuccesful DSBA petitions contained in the local board's decision, and from the extent to which the record herein is comprised of papers relating to such past proceedings.

improper basis. As its reason for not considering the substance of DSBA's contention, the local board stated that such matter lay solely within the realm of this Board's exclusive improper practice jurisdiction. The fact that this Board has the power to remedy breaches of a union's duty of fair representation, however, does not mean that evidence of the same thereby becomes irrelevant to a unit determination of the kind involved here. The local board is not being asked to remedy improper practices, but rather to examine allegations which, if true, may evidence serious inequities in contract administration and a lower quality of representation being afforded deputy sheriffs. Such evidence would certainly be relevant to the question of whether their fragmentation from the overall unit is warranted.[5]

Lastly, the local board's investigation into the County Sheriff's role as joint employer was insufficient. Its conclusion that "[t]o date the Suffolk County Sheriff has not actively participated in the negotiating process, nor asserted his right as joint employer", was apparently based upon the fact that the Sheriff had not been a signatory to past County-CSEA collective agreements covering deputy sheriffs as part of the white collar unit. Whatever the accuracy of the local board's conclusion,

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5 See e.g., County of Cayuga, 12 PERB ¶4055 (1979); Ontario County Sheriff, et al., 9 PERB ¶4038 (1976).

it does not answer questions as to whether the Sheriff had ever attempted to assert his joint employer status in negotiations, whether the County had resisted any such attempts, whether the Sheriff considers himself bound by contract terms he has not negotiated, and whether the Sheriff has a present intention to participate in future negotiations.[6] In this regard, the local board states that the Sheriff's "possible desire to intervene and participate [in the negotiating process] and/or, perhaps the County's reluctance to permit him to participate has not been made known to Suffolk PERB nor has any application with respect thereto been presented to Suffolk PERB". Since, however, a hearing at which the Sheriff's responses to such questions could be elicited by the parties was not provided, the local board had an investigatory responsibility to solicit on its own such information from the Sheriff. The local board did not make any inquiry of the Sheriff, however, and consequently the record was inadequately developed.

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6 See, County of Montgomery and the Montgomery County Sheriff, 12 PERB ¶4058 (1979), aff'd 12 PERB ¶3126 (1979).

In view of the foregoing, we find that the local board has not implemented its local provisions and procedures in a manner substantially equivalent to that required by the Taylor Law and this Board's Rules of Procedure.

NOW, THEREFORE, IT IS ORDERED that the decision and order of the Suffolk County Public Employment Relations Board dated July 20, 1979 in its Case No. 79-1 C/D, is hereby annulled and

IT IS FURTHER ORDERED that the Suffolk County PERB implement its local provisions and procedures in a manner consistent with the determination herein, and notify this Board within 30 days of the date of this order of the action it has taken to comply with this order. Failure to comply with this order will constitute grounds for the revocation of this Board's approval of the local provisions and procedures adopted by the County of Suffolk pursuant to §212 of the Civil Service Law.

DATED: Albany, New York
April 10, 1980

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2D-4/11/80
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 222, AFL-CIO,	:	BOARD DECISION AND ORDER
Respondent,	:	CASE NO. D-0186
Upon the Charge of Violation of Section 210.1 of the Civil Service Law.	:	

BOARD DECISION AND ORDER

On December 13, 1979, pursuant to §206.2 of our Rules of Procedure, George E. Schaefer, Jr., Chief Legal Officer (Charging Party) of the Western Regional Off-Track Betting Corporation (Corporation), issued and filed with the Board a charge against the Service Employees' International Union, Local 222, AFL-CIO (Respondent) alleging a violation of Civil Service Law (CSL) §210.1. Specifically, the charge alleges that the Respondent engaged in, caused, instigated, encouraged or condoned a strike against the Corporation on October 1, 2, 3 and 4, 1979, when, on those dates, substantially all of the union membership failed to report for work.

Although Respondent has not filed an answer, it agreed that it would not do so, and thereby admit the allegations of the charge, if this Board would accept a penalty of forfeiture of dues and agency shop fee deduction privileges for a four-month period. The Charging Party has recommended this penalty.

On the basis of the unanswered charge, we find that the Respondent violated CSL §210.1 in that it engaged in a strike as charged. We determine that the recommended penalty is reasonable and will effectuate the policies of §210.1 of the statute.

NOW, THEREFORE, WE ORDER that all dues deduction privileges of the Service Employees' International Union, Local 222, AFL-CIO and agency shop fee deductions, if any, be suspended for a period of four (4) months commencing on the first practicable date. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the Western Regional Off-Track Betting Corporation until the Respondent affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

Dated: April 10, 1980
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	
VILLAGE OF MINEOLA,	#2E-4/11/80
Employer,	
-and-	BOARD DECISION AND ORDER
LOCAL 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,	
Petitioner,	CASE NO. C-1957
-and-	
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., NASSAU CHAPTER, AFSCME, AFL-CIO,	
Intervenor.	

PATRICK MURPHY, ESQ., for Employer

O'DWYER & BERNSTEIN (JAMES GILROY, ESQ., of Counsel) for Petitioner

RICHARD M. GABA, ESQ., (BARRY J. PEEK, ESQ., of Counsel) for Intervenor

This matter comes to us on the exceptions of the Civil Service Employees Association, Inc., Nassau Chapter, AFSCME, AFL-CIO (Intervenor) to a decision of the Director of Public Employment Practices and Representation (Director) ordering that an election be held in a unit of all personnel in the employ of the Village of Mineola other than confidential and library employees. The unit was agreed to by the Intervenor, the Village of Mineola, and Local 808, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Petitioner). However, the Intervenor objected to the holding of an election on the ground that the Petitioner is not an employee organization as defined in

§201.5 of the Taylor Law.[1] The basis of the Intervenor's objection was that the Petitioner is a union which represents more private sector employees than public sector employees and that its bylaws provide a mechanism for calling and conducting a strike.

In dismissing the Intervenor's objection to the holding of an election, the Director noted that the petitioner had executed an affirmation that it does not assert a right to strike against any government. He cited decisions of this Board that a no-strike affirmation applicable to the public sector employees represented by a petitioner is not presumptively invalid by reason of the mechanism for calling and conducting a strike by private sector employees. He pointed out that a strike by the private sector employees is not prohibited.

The Director also relied upon Board decisions holding that a union which represents more private sector employees than public sector employees can qualify as an employee organization within the meaning of the Taylor Law if the public employees are assured of independence of action in the sense that they are in control of the negotiations that affect them.

The record shows that the employees in the unit sought by Petitioner would enjoy such independence if it were certified. The unit employees would elect their own shop steward. They would carry on separate negotiations for their own contract. Their demands would be presented by a committee elected by the unit employees and unit employees would have sole authority to participate in a ratification vote on the proposed agreement.

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1 This section defines "employee organization" as an "organization of any kind having as its primary purpose the improvement of terms and conditions of employment of public employees...."

NOW, THEREFORE, WE AFFIRM the decision of the Director, and WE ORDER that an election by secret ballot be held under the supervision of the Director among the employees in the unit described by him and stipulated to be appropriate who were employed on the payroll date immediately preceding the date of this decision.

WE FURTHER ORDER that the Village submit to the Director, the Petitioner and the Intervenor, within seven days from the receipt of this decision, an alphabetized list of employees in the negotiating unit set forth above who were employed on the payroll date immediately preceding the date of this decision.

DATED: Albany, New York
April 11, 1980

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT,	:	#3A-4/11/80
Employer,	:	
-and-	:	Case No. C-1984
VALLEY STREAM SECONDARY SCHOOL ADMINISTRATORS 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

VALLEY STREAM SECONDARY SCHOOL ADMINISTRATORS 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 building principals, assistant principals, administrative assistants, and district administrative and supervisory personnel.

Excluded: All other employees.

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

VALLEY STREAM SECONDARY SCHOOL ADMINISTRATORS 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 April , 1980
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
STATE OF NEW YORK, UNIFIED COURT SYSTEM,	:	#3B-4/11/80
Employer/Petitioner,	:	
-and-	:	Case No. C-1958
CITYWIDE ASSOCIATION OF LAW ASSISTANTS OF THE CIVIL, CRIMINAL AND FAMILY COURTS,	:	
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 Citywide Association of Law Assistants of the Civil, Criminal and Family Courts

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: Law Assistant I, Law Assistant - Trial Part within the City of New York

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Citywide Association of Law Assistants of the Civil, Criminal and Family Courts
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 April , 1980
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
CHAUTAUQUA COUNTY BOCES,	:	#3C-4/11/80
Employer,		
-and-	:	
BOCES NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION/CSEA,	:	Case No. C-1971
Petitioner,		
-and-	:	
BOCES NON-INSTRUCTIONAL EMPLOYEES ASSOCIATION, 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

BOCES Non-Instructional Employees 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 non-teaching employees, except positions requiring administrative or teaching certification, Occupational Therapist, Physical Therapist, Head Bus Driver, Head Custodian, Senior Account Clerk Typist, Stenographic Secretary, Senior Stenographer, Senior Typist, Secretary to the School Business Executive, Secretary to the Assistant Superintendent for Administrative Services, Secretary to the Labor Relations Coordinator.

Excluded: All other employees.

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

BOCES Non-Instructional Employees 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 10th day of April, 1980
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#3D-4/11/80
TOWN OF OYSTER BAY HOUSING AUTHORITY,	:	
Employer,	:	
-and-	:	Case No. C-2018
SOUTH OYSTER BAY TOWN UNIT, NASSAU LOCAL 830, CSEA, AFSCME, 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 the South Oyster Bay Town Unit, Nassau Local 830, CSEA, AFSCME, AFL-CIO

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

Unit: Included: All full and part-time blue-collar, maintenance and custodial employees and clerical employees, such as: clerks, laborers, maintainers, maintenance helpers and messenger.

Excluded: Executive Director, Exempt Secretary (Secretary to the Board), and all seasonal employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the South Oyster Bay Town Unit, Nassau Local 830, CSEA, AFSCME, 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 April, 1980
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
VILLAGE OF ANGOLA,	:	#4E-4/11/80
Employer,	:	
- and -	:	Case No. C-1954
ANGOLA POLICE BENEVOLENT 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 Angola Police Benevolent Association

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

Unit: Included: All full-time employees of the Angola police department.

Excluded: Chief of Police.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Angola Police Benevolent 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 April , 1980

Albany, N.Y.

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

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PERB 58.3