9-19-1995

State of New York Public Employment Relations Board Decisions from September 19, 1995

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

VOLUNTARY GRIEVANCE ARBITRATION--STATEMENT OF POLICY

The Board will evaluate the acceptability of members of the Voluntary Grievance Arbitration panel to the parties utilizing its services, and will remove from the panel those arbitrators found to lack sufficient acceptability. Acceptability will be determined in accordance with the following standards:

1. Arbitrator selection rates will be evaluated annually by the Director of Conciliation, who will forward the results of that evaluation to the Board.

2. Selection rates will be determined by evaluating listings and designations over the three (3) most recent full fiscal years.

3. Arbitrators newly admitted to the panel will be accorded one (1) full fiscal year in which to establish acceptability to the parties utilizing PERB's services, and therefore will not be evaluated until four (4) full fiscal years have elapsed from the date of panel admission.

4. An arbitrator will be subject to the evaluation process only if his/her name has been listed at least thirty-three (33) times during the three year evaluation period.

5. An arbitrator from Zones 1, 2 or 3 who does not achieve either a selection rate (designations divided by listings) of at least five percent (5%) over the evaluation period or the zone average selection rate during the fiscal year immediately preceding evaluation, will be removed from the panel; provided, however, that an arbitrator achieving at least a four percent (4%) selection rate over the evaluation period will be continued on panel for an additional fiscal year, and will be retained on the panel thereafter if the additional year results in a selection rate for the new three year period of at least five percent (5%).

6. In establishing appropriate standards of acceptability, the Board has reviewed a variety of data, and has ascertained that the percentage of panel members residing downstate (Zone 4) is disproportionately large when compared to the areas of the State from which the great majority of the grievance caseload is generated (upstate Zones 1, 2 and 3). Since this fact has produced greater average selection rates for arbitrators residing in upstate zones, the Board has determined that a slightly lower standard of acceptability is appropriate for arbitrators in Zone 4.

Accordingly, an arbitrator from Zone 4 who does not achieve either a selection rate of at least three percent (3%) over the evaluation period or the zone average selection rate during the fiscal year immediately preceding evaluation, will be removed from the panel; provided, however, that an arbitrator achieving at least

- continued on reverse -

a two percent (2%) selection rate over the evaluation period will be continued on panel for an additional fiscal year, and will be retained on the panel thereafter if the additional year results in a selection rate for the new three year period of at least three percent (3%).

7. The Board may alter the standards contained in this policy statement based upon changes in the caseload within a Zone, changes in the average selection rate within a Zone, changes in the geographic makeup of the panel, or for other good cause. The Director of Conciliation shall forward a copy of this policy statement, and any future amendments thereto, to all present and future members of the Voluntary Grievance Arbitration panel.

2A- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

MICHAEL ADAMS,

Charging Party,

-and- **CASE NO. U-16509**

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, NASSAU LOCAL 830 and COUNTY OF NASSAU,

Respondents.

LYNCH & TOSCANO (THOMAS A. TOSCANO of counsel), for Charging Party

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Michael Adams to a decision of the Director of Public Employment Practices and Representation (Director) dismissing his improper practice charge alleging that the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, Nassau Local 830 (CSEA) had violated §209-a.2(a) and (c) of the Public Employees' Fair Employment Act (Act) and that the County of Nassau (County) had violated various unspecified subsections of the Act. Adams was notified that his charge was deficient for several reasons; he thereafter filed an amendment to the charge. In the amendment, Adams alleges that the County is implementing terms of a new collective bargaining agreement with CSEA when no new agreement has been reached. He points to memos from the County to unit employees detailing a new deferred payment for a percentage of overtime earned, a new sick

leave abuse policy and a new personal leave policy, all of which he claims violate §209-a.1(e) of the Act because they change the terms of the collective bargaining agreement between CSEA and the County which expired on December 31, 1992. Adams claims violations of the Act by CSEA in misrepresenting to unit members that there is a new collective bargaining agreement and in failing to answer questions about the new agreement raised by Adams in July 1994.

The Director held that Adams has no standing to allege a violation of §209-a.1(e) by the County and dismissed that aspect of the charge on that basis. With respect to CSEA, the Director dismissed as untimely the allegations that CSEA had not responded to questions in July 1994 because the charge was not filed within four months of the conduct in issue, as required by our Rules of Procedure (Rules).[1/] The Director also dismissed the allegations that CSEA misrepresented that a new contract existed. He determined that the fact that Adams had not seen a signed copy of the agreement between the County and CSEA did not evidence or establish that CSEA's statement that there was an agreement was a misrepresentation because the Act does not require that an agreement be in writing or be signed.

Adams' exceptions to the Director's decision were originally filed with the Nassau County mini-PERB in March 1995. The mini-PERB has no jurisdiction over this charge or improper

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[1/]Rules, §204.1(a)(1).

practice allegations generally. When we were notified by CSEA that it had received exceptions which had been filed with the mini-PERB, Adams was apprised that we had not received any exceptions. Exceptions to the Director's decision were then filed with PERB and received on May 12, 1995.

Our Rules require that exceptions be filed within fifteen working days after receipt of the decision in an improper practice case.[2/] Here, the exceptions were clearly not timely filed with us and CSEA objects to our consideration of the exceptions. Our timeliness Rules have been strictly construed.[3/] We have not extended, over a party's objection, the time to file exceptions, absent extraordinary circumstances.[4/] That the exceptions were arguably timely filed with the mini-PERB does not establish extraordinary circumstances and, therefore, does not extend the time for filing with us.[5/] We, therefore, decline to accept the late exceptions.

However, even if we were to treat Adams' exceptions as timely, we would, in any event, affirm the decision of the Director and dismiss the charge. The exceptions are limited to

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[2/]Rules, §204.10.

[3/]See, e.g., City of Albany, 23 PERB ¶3027 (1990), conf'd, 181 A.D.2d 953, 25 PERB ¶7002 (3d Dep't 1992).

[4/]Bd. of Educ. of the City Sch. Dist. of the City of New York, 16 PERB ¶3051 (1983).

[5/]See County of Nassau and Nassau County Sheriff, 25 PERB ¶3036 (1992), where a representation petition was dismissed for lack of jurisdiction because it had been filed with the Director instead of the appropriate mini-PERB.

what Adams perceives as the Director's failure to address an allegation in the original charge that the County is imposing terms and conditions of employment based upon a contract which does not exist, apparently asserting the existence of a violation of §209-a.1(d) of the Act. The Director's determination that Adams has no standing to allege a violation of §209-a.1(e) of the Act encompassed Adams' allegation that the County is imposing new terms and conditions of employment. However, to the extent that Adams' charge could be viewed to allege a unilateral change in terms and conditions of employment in violation of §209-a.1(d) of the Act, the Director's determination of lack of standing to allege an (e) claim is equally applicable to a claimed (d) violation.[6/]

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

[6/]City Sch. Dist. of the City of New York, 22 PERB ¶3012 (1989).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Charging Party,

-and-

CASE NO. U-15293

COUNTY OF ERIE,

Respondent.

NANCY E. HOFFMAN, GENERAL COUNSEL (ROBERT REILLY of counsel), for Charging Party

MICHAEL A. CONNORS, ESQ., for Respondent

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to a decision by an Administrative Law Judge (ALJ). After a hearing, the ALJ dismissed CSEA's charge against the County of Erie (County), which alleges that the County violated §209-a.1(d) of the Public Employees' Fair Employment Act (Act) when it transferred certain work performed by unit employees in Zone D of the County's Department of Social Services (DSS) to clients in the Helping Individuals Reach Employment (HIRE) program.[1/] The ALJ dismissed the charge upon a finding that CSEA did not have exclusivity over the particular work done by the HIRE personnel at Zone D.

[1/]Persons in the HIRE program are public assistance recipients who are required to work in the public or private sectors as a condition to the receipt of their benefits.

CSEA argues that the ALJ erred in receiving and considering evidence regarding CSEA's exclusivity over the work in question because the County had not raised the absence of exclusivity as an affirmative defense in its answer. CSEA also argues that the ALJ's decision is not supported by the record and that it has exclusivity over the work transferred, if not within DSS generally, then at least within Zone D, a discernible boundary which the ALJ should have recognized under our decision in Hudson City School District.[2/]

The County argues in response that CSEA's exceptions are without merit as a matter of fact or law and that the ALJ's decision should be affirmed.

Having reviewed the record and considered the parties' arguments, we affirm the ALJ's decision.

Proof of exclusivity over unit work is an element of a charging party's case under Niagara Frontier Transportation Authority.[3/] The absence or loss of exclusivity is not in the nature of an affirmative defense which must be raised in a respondent's answer. In any event, the County's answer raised a lack of exclusivity, albeit indirectly under a past practice argument. Therefore, the ALJ did not err by considering all of the record evidence regarding the presence or absence of CSEA's exclusivity.

[2/]24 PERB ¶3039 (1991).

[3/]18 PERB ¶3083 (1985).

The work in issue under CSEA's exceptions[4] involves HIRE personnel in Zone D opening mail and accessing DSS computers to obtain certain client information.

On the question of CSEA's exclusivity over that work, the record establishes that the tasks in issue have been performed by HIRE personnel outside of Zone D. The ALJ's findings of fact in that regard are supported by the record. As such, CSEA's charge hinges upon our acceptance of its argument that the exclusivity issue should be examined only within a discernible boundary to unit work drawn to conform to Zone D.[5]

The ALJ held that Zone D did not constitute a discernible boundary because there was no relevant relationship between that work location and the duties performed there. In reaching that conclusion, the ALJ relied upon certain of our decisions, including City of Buffalo,[6] which we believe controls the disposition of this issue. In that case, we declined to draw a discernible boundary along police precinct lines, stating, at 3086:

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[4]No exceptions were taken to the ALJ's dismissal of an allegation regarding HIRE personnel interviewing DSS clients.

[5]We first recognized the concept of a discernible boundary in Town of West Seneca, 19 PERB ¶3028 (1986). Recognition of a discernible boundary to unit work allows a union to maintain exclusivity within that boundary even if there is no exclusivity over the job function beyond that the boundary.

[6]24 PERB ¶3043 (1991). See also Union-Endicott Cent. Sch. Dist., 26 PERB ¶3075 (1993)(discernible boundary not appropriate unless there is a reasonable relationship between the components of the boundary, e.g., geography, and the duties of the unit employees).

> Although geographic location can be a component part of the definition of unit work, in the cases in which we recognized this as a relevant factor, [City of Rochester, 21 PERB ¶3040 (1988), conf'd, 155 A.D.2d 1003, 22 PERB ¶7035 (4th Dep't 1989); Hudson City School District, 24 PERB ¶3039 (1991)], there was a relationship between the work location and the duties of the job as performed at those locations.

CSEA argues, however, that the ALJ's decision is inconsistent with our decision in Hudson City School District.[7/] In Hudson City School District, on the particular facts in that case, we held that a discernible boundary existed with respect to the tasks associated with an attendance function at the district's middle school. The discernible boundary in Hudson City School District was not based on the location of the school, but a combination of facts which proved that the attendance function at the middle school was different from that function as performed at the district's other schools and was considered unique by the district itself.[8/] The facts urged by CSEA in support of the discernible boundary it would have us draw in this case more closely resemble those in City of Buffalo than those in Hudson City School District. As in City of Buffalo, nothing in this record shows that the tasks involved in accessing DSS computers or in opening mail varies in any substantial and

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[7/]Supra note 2.

[8/]The school district, years before the transfer, had made an explicit decision to assign the attendance functions to aides, its posting and hiring practices were restricted to that end, and it had separated at the middle school, both functionally and physically, the unit aides from the nonunit clerical and secretarial employees to whom it transferred the aides' work.

material respect, if at all, by DSS zone. Indeed, HIRE personnel have been performing such tasks since 1987, and the zones were established approximately eighteen months before the events giving rise to this charge. Zone D may be different from other zones in certain respects, but it shares with the several other DSS zones the same job titles, the same basic mission and the same tasks incidental to the delivery of client services, including the two in issue here. There being no discernible boundary which can reasonably attach to Zone D of DSS, CSEA has not established and maintained exclusivity over the two tasks in issue as performed by the HIRE personnel at that location.

For the reasons set forth above, CSEA's exceptions are denied and the ALJ's decision is affirmed.

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

2C- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

PRASANNA W. GOONEWARDENA,

Charging Party,

-and- CASE NO. U-14748

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Respondent,

-and-

STATE OF NEW YORK (SUNY HEALTH SCIENCES CENTER AT BROOKLYN),

Employer.

BERNARD W. GOONEWARDENA, for Charging Party

BOARD DECISION AND ORDER ON MOTION

By several letters in July and August 1995, the representative for charging party Prasanna W. Goonewardena raises objections to rulings made by an Administrative Law Judge (ALJ) during the processing of this charge, which is still before the ALJ for hearing. The charge alleges that the Civil Service Employees Association, Inc. (CSEA) violated §209-a.2(a) and (c) of the Public Employees' Fair Employment Act (Act) by its unfair representation of the charging party in conjunction with sexual harassment accusations leveled against the charging party by the

State of New York (SUNY Health Sciences Center at Brooklyn), which has been made a party pursuant to §209-a.3 of the Act.[1/]

We have treated these several letters as a motion for permission to appeal pursuant to §204.7(h)(2) of our Rules of Procedure because that is the only mechanism which permits us to consider any objections to rulings prior to the completion of proceedings before an ALJ.

To avoid unnecessary and disruptive piecemeal appeals, we have allowed appeals prior to the issuance of an ALJ's dispositive decision and order only in a few extraordinary circumstances.[2/] The letters submitted on behalf of the charging party consist mostly of arguments directed to the merits of the charge, issues plainly inappropriate for an interlocutory appeal. The challenged rulings by the ALJ regarding subpoenas for witnesses, the admissibility of evidence, and the general conduct of the hearing are also inappropriate for interlocutory appeal because they can be adequately reviewed without prejudice to the charging party pursuant to exceptions, if any, to the ALJ's final decision and order.

[1/]That section of the Act requires that a public employer be made a party to any duty of fair representation improper practice charge grounded upon the processing of or failure to process a claim that the employer has violated a collective bargaining agreement.

[2/]E.g., Greenburgh No. 11 Union Free Sch. Dist., 28 PERB ¶3034 (1995); Mount Morris Cent. Sch. Dist., 26 PERB ¶3085 (1993); State of New York (Bruns), 25 PERB ¶3007 (1992).

IT IS, THEREFORE, ORDERED that the request to review be, and it is hereby is, denied.

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

2D- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ROBERT WILSON,

Charging Party,

-and- **CASE NO. U-14611**

NEW YORK CITY TRANSIT AUTHORITY and TRANSPORT WORKERS UNION,

Respondents.

ROBERT WILSON, pro se

ALBERT C. COSENZA, GENERAL COUNSEL (DANIEL TOPPER of counsel), for New York City Transit Authority

O'DONNELL, SCHWARTZ, GLANSTEIN & ROSEN (EDMUND PENDELTON of counsel), for Transport Workers Union

BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Robert Wilson to a decision of an Administrative Law Judge (ALJ) dismissing his improper practice charge which, as amended, alleged that the New York City Transit Authority (Authority) had violated §209-a.1(a), (c), (d) and (e) of the Public Employees' Fair Employment Act (Act) and that the Transport Workers Union (TWU) had violated §209-a.2(a), (b) and (c) of the Act.

Wilson, a train operator, filed the charge on June 8, 1993. He alleged that he was accused by the Authority of having committed a road violation on March 3, 1992, and that the Authority failed to provide him, pursuant to his request, with

documents and tapes which would have exculpated him, failed to make available to him a witness to the incident and, with the TWU's cooperation, failed to adhere to contractual time limits for the processing of his disciplinary charges and the scheduling of the hearings on those charges.[1/] He alleged specifically that the TWU adjourned a hearing scheduled for May 25, 1993, in collaboration with the Authority, to enable the Authority to avoid an automatic dismissal of the disciplinary charges which Wilson alleged would have been otherwise required under the collective bargaining agreement.

Wilson was thereafter notified by the Director of Public Employment Practices and Representation (Director) that his charge was deficient in several respects. He filed an amendment to the charge on July 8, 1993, reiterating the facts in the original charge and alleging additional violations of §209-a.1(c) and §209-a.2(b) of the Act.[2/] Without addressing the amendment, the Director dismissed the charge.[3/] On appeal, we affirmed the

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[1/]The contractual disciplinary grievance procedure is utilized when an employee receives disciplinary charges and appeals the findings. Hearings are held at steps 1, 2 and 3 of the procedure. If the employee is dissatisfied with the step 3 decision, an appeal may be taken to a tripartite arbitration board.

[2/]The amendment reiterated the claims in the improper practice charge and further alleged that the Authority had produced false statements which it attributed to Wilson.

[3/]26 PERB ¶4594 (1993).

Director's decision,[4] except as to the allegations against the Authority and the TWU regarding the adjournment of the May 25, 1993 disciplinary hearing. As to the Authority, we determined that Wilson alleged

> a systematic, intentional disregard of the contractual grievance procedure without a colorable claim of corresponding rights....[5]

As to the TWU, we determined that Wilson alleged that

> the TWU adjourned a May 25, 1993 grievance hearing without any apparent or articulated reason, thereby permitting the Authority to avoid an automatic dismissal of the disciplinary charges against him pursuant to an alleged "one adjournment" policy.[6]

If proven, we held that Wilson's allegations might constitute violations of §209-a.1(a) and of §209-a.2(a) and (c) by the Authority and the TWU respectively. On those limited bases only, the case was remanded and was assigned to an ALJ for hearing. At the end of Wilson's direct case, both the TWU and the Authority made motions to dismiss for failure to present a prima facie case. The ALJ granted the TWU's motion and reserved on the Authority's motion. The ALJ, who thoroughly addressed in her decision all of Wilson's allegations, including those in the

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[4]27 PERB ¶3007 (1994). We did not specifically address the Director's dismissal, as untimely, of the allegations relating to the scheduling, adjournment and conduct of the step 1, 2 and 3 disciplinary hearings. Each of these hearings occurred more than four months prior to the filing of the charge. Rules of Procedure §204.1 (a)(1).

[5]Id. at 3014.

[6]Id. at 3014.

original charge and the amendment,[1] determined that Wilson had failed to establish a prima facie case as against either the Authority or the TWU.

Wilson argues in his exceptions only that the ALJ erred in finding that contractual time limits for the scheduling of disciplinary grievance hearings had been met and that the ALJ incorrectly credited the testimony of two of the Authority's witnesses. The Authority supports the ALJ's decision.

Based upon our review of the record and consideration of the parties' arguments, we affirm the ALJ's decision.

The ALJ confirmed, as the Director had held, that the allegations relating to the scheduling of the step 1, 2 and 3 disciplinary grievance hearings were untimely. We affirm that finding and, therefore, do not reach the ALJ's alternative finding that the scheduling of the disciplinary grievance hearings did not otherwise violate the Act.

Wilson's remaining exception is that the ALJ improperly credited the testimony of the Authority's witnesses, Leonard Postiglione, an Authority attorney, and Debra Gilliard, the manager of the Authority's Rapid Transit Operations Labor Relations Department.

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[1] The ALJ allowed Wilson's amendment only to the extent that it added an alleged violation of §209-a.1(c) of the Act by the Authority based on the facts set forth in the original charge. The ALJ held that Wilson's additional allegation that the Authority falsified statements was untimely because it referred to events which occurred more than four months prior to the filing of the charge. No exceptions have been taken with respect to this part of the ALJ's decision.

In our earlier decision remanding the case, we held that Wilson's charge against the Authority should be processed only on the issue of whether there was "a systematic, intentional disregard of the contractual grievance procedure without a colorable claim of corresponding rights."[8/] The ALJ found, and Wilson does not dispute the finding in his exceptions, that the contract in effect at the time the disciplinary charges were filed against Wilson contained no prohibition against multiple adjournments and had no provision that the Authority's disciplinary charges would be dismissed for requesting more than one adjournment.[9/] Wilson did not offer any evidence of any extra-contractual practice between the TWU and the Authority whereby they had agreed to a one adjournment policy or penalties for any adjournment in excess of such a limitation. There is also no contractual provision requiring the Authority to produce exhibits or witnesses for the TWU or the employee.[10/] Thus,

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[8/]27 PERB ¶3007, at 3014 (1994).

[9/]Wilson alleged that the 1991 contract between the Authority and the TWU was applicable to his case. However, that agreement specifically provides that the grievance and arbitration procedure contained therein became effective June 1, 1992, and would not apply in any grievance commenced prior to that date. It further states that any grievances commenced prior to June 1, 1992, shall be processed pursuant to Article 2.1 of the parties' 1988 agreement. Wilson's grievance commenced on March 26, 1992, when he received the notice of discipline and requested an appeal to a step 1 hearing. In any event, the 1991 contract contains no provision for dismissal of disciplinary charges if more than one adjournment of the arbitration board hearing is attributed to the Authority.

[10/]The 1988 agreement provides only that the Authority must produce the "employee's transcript of disciplinary record".

even if there were some reason to disturb the ALJ's credibility findings, and we hold that there is none,[11] Wilson produced no evidence which would support his claim that the Authority deprived him of any rights to which he was entitled under the contractual disciplinary procedure.

We, therefore, dismiss Wilson's exceptions and affirm the decision of the ALJ.

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

[11]Wilson alleges that the testimony of Postigilone and Gilliard was contradictory and inconsistent but points to no record support for these assertions, nor has our review of the record revealed any basis for this allegation. As we and the courts have often held, an ALJ's credibility determinations are entitled to "substantial deference" and should not be disturbed "unless the record otherwise shows those determinations to be manifestly incorrect." Bd. of Educ. of the City Sch. Dist. of the City of New York, 26 PERB ¶3082, at 3158 (1993).

2E- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

PUTNAM VALLEY POLICE BENEVOLENT ASSOCIATION,

Petitioner,

-and-

NEW YORK STATE FEDERATION OF POLICE, INC.

Intervenor,

-and-

TOWN OF PUTNAM VALLEY,

Employer.

CASE NO. C-4411

In the Matter of

NEW PALTZ POLICE ASSOCIATION,

Petitioner,

-and-

NEW PALTZ POLICE DEPARTMENT LOCAL, UNITED FEDERATION OF POLICE OFFICERS, INC.,

Intervenor,

-and-

TOWN OF NEW PALTZ,

Employer.

CASE NO. C-4413

ANTHONY V. SOLFARO, for Petitioners

THOMAS P. HALLEY, ESQ., for Intervenors

BOARD DECISION AND ORDER ON MOTION

On May 1, 1995, the Putnam Valley Police Benevolent Association (PBA) filed a petition (C-4411) seeking to replace the New York State Federation of Police, Inc. (Federation) as the

bargaining agent for an existing unit of police officers of the Town of Putnam Valley. On that same date, the New Paltz Police Association (Association) filed a petition (C-4413) seeking to replace the New Paltz Police Department Local, United Federation of Police Officers, Inc. (United Federation) as the bargaining agent for an existing unit of dispatchers of the Town of New Paltz. The Federation and the United Federation are represented by the same attorney, who has filed exceptions[1/] to rulings made by the Director of Public Employment Practices and Representation (Director) and the assigned Administrative Law Judge (ALJ) incidental to the scheduling of elections to determine the unit employees' choice of bargaining agents.[2/]

Exceptions to rulings made by the Director or on his behalf by a designated ALJ regarding the processing of representation petitions pending before the Director come before us only with

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[1/]Exceptions are taken to the ALJ's declination to reschedule a conference in C-4413, and to determinations that the unit definitions are not in issue under the petitions and that the petitioning unions have a numerically sufficient showing of interest. As the petitions are for the existing units, the second exception is actually grounded upon questions concerning voter eligibility drawn by the Federation and United Federation from a comparison of the eligibility lists and their internal membership records, the latter reflecting fewer members than names on the eligibility list. With respect to the last exception, see Rules of Procedure (Rules) §201.4(c), which makes the Director's sufficiency determination a nonreviewable ministerial act. By denying permission to appeal, however, we do not make any decision on the merits of any of the exceptions.

[2/]Mail ballots in each case were to be counted on August 30, 1995, but the Director has impounded the ballots pending our decision on these exceptions.

our permission.[3/] Our policy and practice is to deny such appeal requests unless there are unusual circumstances which would prevent us from adequately reviewing the rulings after the completion of the Director's investigation of all questions concerning representation, and thereby result in extreme prejudice to the party which is seeking the permission to appeal.[4/] In keeping with that policy and practice, we have specifically denied a party leave to appeal from a ruling by the Director ordering an election.[5/] The exceptions we are asked to review in these cases can be adequately reviewed in the context of post-election objections to the elections filed pursuant to §201.9(h)(2) of the Rules and/or a renewed motion for permission to appeal pursuant to §201.9(c)(4) of the Rules filed after the release of the tally of ballots. To entertain exceptions to rulings made incidental to the routine processing of representation petitions while those petitions are still pending before the Director would serve only to unnecessarily delay the investigation and resolution of representation questions, a result plainly contrary to the policies of the Act.

For the reasons set forth above, the Federation's and United Federation's request for permission to appeal the rulings in

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[3/]Rules §201.9(c)(4).

[4/]County of Rockland, 21 PERB ¶3055 (1988); Bd. of Educ. of the City Sch. Dist. of the City of New York, 17 PERB ¶3030 (1984); Village of Geneseo, 17 PERB ¶3026 (1984).

[5/]State of New York, 11 PERB ¶3097 (1978).

either captioned case is denied. Accordingly, the Director is hereby instructed to open and count the impounded ballots and to furnish to the parties a tally of ballots in each case in accordance with prevailing election procedures. SO ORDERED.

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

2F- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ORLEANS-NIAGARA BOCES TEACHERS' ASSOCIATION,

CASE NO. D-0254

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

MAHONEY, BERG & SARGENT (NICHOLAS J. SARGENT of counsel), for Charging Party

BERNARD F. ASHE, GENERAL COUNSEL (KEVIN H. HARREN of counsel), for Respondent

BOARD DECISION AND ORDER

This case is before us upon submission of a report and recommendations[1/] by an Administrative Law Judge (ALJ) on a strike charge filed by the chief legal officer of the Orleans-Niagara Board of Cooperative Educational Services (BOCES) against the Orleans-Niagara BOCES Teachers' Association (Association). BOCES alleges that the Association was responsible for a strike in violation of §210 of the Public Employees' Fair Employment Act (Act)[2/] by unit employees at a BOCES facility known as Niagara

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[1/]Rules of Procedure (Rules) §206.7.

[2/]Section 210.1 of the Act provides: "No public employee or employee organization shall engage in a strike and no public employee or employee organization shall cause, instigate, encourage, or condone a strike."

Academy on Friday, October 8, 1993.[3] After a hearing, the ALJ found that there was an unlawful strike by unit employees on October 8, 1993,[4] but that the Association could not be found to have violated §210.1 of the Act because there was no direct evidence of its responsibility. The ALJ, therefore, recommended that the charge against the Association be dismissed.

Neither BOCES nor the Association has filed a brief or other response to the ALJ's report and recommendations with us, although each filed a brief with the ALJ, which is part of the record we have reviewed.[5] By letter dated August 21, 1995, however, PERB's Office of Counsel (Counsel) filed a motion to intervene with a supporting memorandum of law. Counsel's motion is opposed by the Association but not BOCES.

Having considered the record, we deny Counsel's motion for intervention, reverse the ALJ's conclusion in part, and remand the case to the ALJ for an additional report and recommendations.

With respect to Counsel's motion, §206.2(b) of our Rules authorizes Counsel's intervention on a strike charge filed by a public employer's chief legal officer. That section of the Rules

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[3]BOCES also alleged that there was a strike on a second day at a different BOCES facility. That allegation was not considered by the ALJ pursuant to a ruling she made during the hearing. BOCES did not take an exception to that ruling during the hearing nor did it make an objection thereafter. Therefore, we limit our review to the October 8, 1993 strike allegation.

[4]Approximately 27 tenured faculty out of a staff of 42 at that institution failed to report for duty on October 8, 1993.

[5]Rules §206.7(a).

does not state, however, when such a motion must be filed. The motion is, however, subject to the general provisions in Part 200 of the Rules. Section 200.5 of the Rules requires a motion to intervene to be timely made. We do not consider a motion to intervene made after release of an ALJ's report and recommendations to meet this requirement.[6/] The motion by Counsel to intervene as a party is, accordingly, denied.

Having reviewed the record, we affirm the ALJ's finding that there was a strike by unit employees on October 8, 1993. Even accepting the explanations provided by some of the Association's officers and agents for their absences on October 8, the unexplained absenteeism rate for all other employees at Niagara Academy on the day in question was approximately quadruple the peak absenteeism on Fridays in the prior two-year period.

The remaining issues concern the Association's responsibility for that strike. The ALJ held that although a strike itself can be proven by circumstantial evidence, direct evidence is required on the issue of a union's responsibility for a strike.[7/] Finding no direct evidence of the Association's

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[6/]See Buffalo Teachers Fed'n, 16 PERB ¶3018 (1983)(chief legal officer's motion to intervene made after release of ALJ's report and recommendations denied).

[7/]It is unclear to us from the ALJ's decision whether she concluded that only direct evidence may be used to establish union responsibility for a strike or whether she concluded that circumstantial evidence may be considered on that issue but only if there is at least some direct evidence of union responsibility. Given our holding, clarification of the ALJ's decision in this regard is not necessary.

responsibility, the ALJ concluded that the charge should be dismissed. On this point, we disagree and reverse.

Direct evidence is that which establishes a material fact without the intervention of evidence of any other fact.[8/] It is that evidence typically communicated by those with actual knowledge of the fact leaving in dispute only the credibility of the witness. Circumstantial evidence is that which establishes a proposition by means of an inference drawn from the proof of another proposition.[9/] It consists of proof of a collateral fact or facts from which the proposition in issue may be inferred. In this case, from the direct evidence concerning the absence of every Association officer assigned to Niagara Academy on October 8, 1993, BOCES would have us draw the inference that the Association had responsibility under §210.1 of the Act for the strike which occurred on that date.

The decisions cited in the ALJ's decision do not address specifically what type of evidence may be considered in assessing a union's responsibility for a strike, although there is language in certain Board decisions related to that question which is arguably inconsistent.[10/] The law in this State on the

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[8/]Richardson on Evidence, §3 (Jerome Prince ed., 10th ed. 1973).

[9/]Id.

[10/]Compare Nassau Educ. Chapter, CSEA Inc., 11 PERB ¶3055 (1978), with Farmingdale Classroom Teachers Ass'n, Inc., 6 PERB ¶3051 (1973). See also CSEA of Yonkers, 13 PERB ¶3026 (1990), in which circumstantial evidence was characterized as "acceptable", although unpersuasive in that case.

admissibility and effect of circumstantial evidence is, nonetheless, clear. In the absence of a statute to the contrary, any issue in a civil or criminal judicial proceeding may be proved by circumstantial evidence and the disposition of the case may be based entirely upon circumstantial evidence.[11/] The evidentiary standards are less rigorous in the administrative context[12/] than in judicial proceedings and, therefore, a stricter rule regarding the use of circumstantial evidence should not apply in our proceedings. There is nothing in the Act or any other statute of which we are aware which prohibits the consideration of circumstantial evidence with respect to a union's responsibility for an unlawful strike, regardless of whether there is direct evidence of that responsibility. Therefore, we reverse the ALJ's decision to the contrary.

There is a second issue raised by the ALJ's report regarding the Association's responsibility for the strike on October 8 which involves the ALJ's credibility resolutions. The ALJ credited the explanations offered by the four Association

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[11/]Rogers v. Dorchester Associates, 32 N.Y.2d 553 (1973); Wittemann v. Sands, 238 N.Y. 434, 441 (1924); Edith L. Fisch, New York Evidence §161 (2d ed.); 57 N.Y. Jur. 2d, Evidence & Witnesses §194 (1986).

[12/]Section 306.1 of New York's Administrative Procedure Act specifically exempts agencies from any requirement to observe the rules of evidence applicable to judicial proceedings except rules of privilege. Section 206.6(e)(1) of our Rules is to the same effect.

officers and agents who testified. Those credibility resolutions, however, are unexplained in the ALJ's report, which reflects only the fact that the witnesses' excuses were not directly rebutted by persons with knowledge contrary to those explanations. The absence of rebuttal does not, however, require the finder of fact to conclude that a witness's statements are credible.[13/]

Given that the ALJ found a strike based upon the extraordinarily high rate of absenteeism on October 8, an explanation for any credibility resolutions involving that absenteeism, which takes into account all record evidence, is warranted. Moreover, the absences of several Association officers and agents and other unit employees assigned to Niagara Academy were not explained at all on the record and were not

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[13/] Elwood v. Western Union Telegraph Co., 45 N.Y. 549, 553-54 (1871), where the Court stated:

> There may be such a degree of improbability in the statements themselves as to deprive them of credit, however positively made. The witnesses, though unimpeached, may have such an interest in the question at issue as to affect their credibility ... and, furthermore, it is often a difficult question to decide when a witness is, in a legal sense, uncontradicted. He may be contradicted by circumstances as well as by statements of others contrary to his own. In such cases, courts and juries are not bound to refrain from exercising their judgment and to blindly adopt the statements of the witnesses, for the simple reason that no other witness has denied them, and that the character of the witness is not impeached.

See also Richardson on Evidence, supra note 8, §123.

discussed by the ALJ.[14/] There being both credibility questions and unresolved issues of fact and law, it is appropriate that we refrain from deciding the strike responsibility issue until we have had the benefit of the ALJ's further report and recommendations pursuant to remand. On that remand, the ALJ is to consider the effect of the unexplained absences of some Association officers on October 8 on the issue of the Association's responsibility for the strike, regardless of the disposition of any credibility issues involving others' absences on that date.

For the reasons set forth above, we remand the case to the ALJ for reconsideration of whether the Association engaged in, caused, instigated, encouraged or condoned the strike of October 8, 1993, in light of all of the record evidence, including any circumstantial evidence, for articulation of the bases for all credibility resolutions made in light of the totality of the record, and for consideration of §210.3(f) of the Act if appropriate. SO ORDERED.

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

[14/]Only four of the ten Association officers and agents who were absent from Niagara Academy on October 8, 1993 testified. One testified in addition as to the reason for the absence of another Association officer. The absences of the Association's treasurer, the Association's NYSUT representative, its alternate NYSUT representative, its grievance chairperson and its negotiations committee chairperson were not explained.

2G- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

COUNTY OF DELAWARE

for a determination pursuant to CSL §212

CASE NO. S-0057

BOARD DECISION AND ORDER

On July 12, 1995, the Delaware County Board of Supervisors adopted Resolution No. 187 which rescinded an earlier resolution establishing the Delaware County Public Employment Relations Board. Pursuant to the recent resolution, all local provisions and procedures relating to the Delaware County PERB were abolished. The County has published a notice of termination in the county office building and in a local newspaper.

We find that the County of Delaware has fully complied with §203.6 of our Rules of Procedure to terminate a local PERB and, therefore, we determine that our August 1, 1968 order, approving the establishment of that local public employment relations board, should be rescinded.

NOW, THEREFORE, WE ORDER that the order of this Board, dated August 1, 1968, approving the resolution establishing the

Board - S-0057

Delaware County Public Employment Relations Board be, and the same hereby is, rescinded.

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3A- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LOCAL 1180, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,

Petitioner,

- and -

CASE NO. C-4147

NEW YORK CONVENTION CENTER OPERATING CORPORATION,

Employer,

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED, that Local 1180, Communications Workers of America, AFL-CIO (CWA) 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 set-up department supervisors and all full-time and regular part-time

housekeeping supervisors.

Excluded: Director of cleaning operations, manager of cleaning operations, assistant director of cleaning operations and all others.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 1180, Communications Workers of America, AFL-CIO. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any other 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3B- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4325

WEST HEMPSTEAD PUBLIC LIBRARY,

Employer,

-and-

LOCAL 342, U.M.D., I.L.A., AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 who work seventeen (17) or more hours weekly.

Excluded: Library Director, Secretary to the Library Board, and Account Clerk.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3C- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4327

ROOSEVELT UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 permanent full and part-time custodial, maintenance and grounds employees.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3D- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4329

SAYVILLE UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 permanent full and part-time custodial, maintenance and food service employees.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3E- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4332

CARLE PLACE UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 permanent full-time and full/part-time employees in the following categories: head custodian, assistant head custodian, custodian-groundskeeper, maintainer-Sr. maintainer, messenger, building attendant, full-time cleaner and any part-time cleaner who replaces a full-time custodian position.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3F- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4335

WYANDANCH UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 full and ten month employees in the following categories: custodial, food service, maintenance, groundsmen and transportation.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3G- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4338

HARBORFIELDS CENTRAL SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 permanent full and part-time employees regularly working more than 20 hours per week in the following categories: custodial, maintenance, groundmen and building attendants, excluding chief custodians, head custodians, district wide supervisor, summer casual employees and foreman grounds maintenance.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3H- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4340

HUNTINGTON UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 full-time custodial, maintenance, grounds and (matron) personnel as follows: chief custodians, head tradespersons, head custodians, custodians, groundskeepers, painters, plumbers, electricians, carpenters and building attendants.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

31- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4401

SOUTHAMPTON UNION FREE SCHOOL DISTRICT,

Employer,

-and-

LOCAL 144, DIVISION 100, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 custodial, maintenance, bus mechanics, grounds and transportation employees, including all bus drivers.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council Local 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3J- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4346

HUNTINGTON UNION FREE SCHOOL DISTRICT,

Employer,

-and-

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

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424, 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 permanent full-time, full/part time employees in the following categories: secretaries, clerks, typists, bookkeepers, receptionist and switchboard operators.

Excluded: Secretary to the superintendent, administrative assistants, secretaries to district business manager, district treasurer, district/clerk, principal clerk, purchasing technician, data processing supervisor.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3K- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SEIU, LOCAL 200B,

Petitioner,

-and-

CASE NO. C-4369

EAST SYRACUSE-MINOA CENTRAL SCHOOL DISTRICT,

Employer,

-and-

EAST SYRACUSE-MINOA CUSTODIAL 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 East Syracuse-Minoa Custodial 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 head custodians, custodians and custodial workers.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the East Syracuse-Minoa Custodial 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3L- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4394

GREATER AMSTERDAM SCHOOL DISTRICT,

Employer,

-and-

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, AMSTERDAM SCHOOL CUSTODIAL AND MAINTENANCE UNIT OF MONTGOMERY COUNTY, LOCAL #829,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Amsterdam School Custodial and Maintenance Unit of Montgomery County, Local #829 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 custodial, maintenance and transportation personnel, other than part-time and probationary employees.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Amsterdam School Custodial and Maintenance Unit of Montgomery County, Local #829. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3M- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4402

ROOSEVELT UNION FREE SCHOOL DISTRICT,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424 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 permanent full-time and all regular part-

time security officers.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3N- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

TEAMSTERS LOCAL #264, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

Petitioner,

-and-

CASE NO. C-4410

TOWN OF YORKSHIRE,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Teamsters Local #264, International Brotherhood of Teamsters 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 and regular highway department employees.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Teamsters Local #264, International Brotherhood of Teamsters. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

30- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

LOCAL 294, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,

Petitioner,

-and-

CASE NO. C-4416

COUNTY OF ALBANY AND ALBANY COUNTY SHERIFF,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Local 294, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has been designated and selected by a majority of the employees of the above-named public employer, in the units agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit I. Included: All supervisors of law enforcement (corporals, sergeants, first sergeant, lieutenants, captains, investigators, senior investigator).

Excluded: All other employees.

Unit II. Included: All supervisors of corrections (sergeants, first sergeant, lieutenants, captains, clerk III and building maintenance supervisor).

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 294, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3P- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

ADULT LEARNING CENTER TEACHERS' ASSOCIATION, NYSUT, AFT, AFL-CIO,

Petitioner,

-and-

CASE NO. C-4417

SOUTHERN WESTCHESTER BOCES,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Adult Learning Center Teachers' Association, NYSUT, 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 adult learning teachers teaching six (6) hours or more per week.

Excluded: All others and all other staff assigned to the Adult Learning Center.

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3Q- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424,

Petitioner,

-and-

CASE NO. C-4420

COUNTY OF ALBANY (DEPARTMENT OF PUBLIC WORKS),

Employer,

-and-

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

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

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

for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Aerial Tower Operator, Automotive Mechanic, Auto Mechanic Helper, Auto Body Mechanic, Auto Serviceman, Carpenter, Carpenter Foreman, Field Clerk I (Timekeeper), Clerk Typist I, Custodial Work Supervisor, Custodial Worker, Electrician, Equipment Operator I, Equipment Operator II, Equipment Operator III, Labor Foreman, Labor Sub-Foreman, Laborer, Shop Laborer, Sign Shop Fabricator, Store Clerk, Storekeeper, Utility Laborer, Welder and Painter.

Excluded: All other employees.

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3R- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 424, A DIVISION OF UNITED INDUSTRY WORKERS DISTRICT COUNCIL 424 ,

Petitioner,

-and-

CASE NO. C-4430

UTICA TRANSIT AUTHORITY,

Employer,

-and-

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 182,

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 United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424 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: Maintenance and garage employees and drivers.

Excluded: Director of Maintenance, Janitorial Supervisor, Parts Manager, Demand Response (DART) employees, Director of Safety and Training, Street Supervisor, Dispatchers and part-time drivers (20 hours or less).

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union Local 424, A Division of United Industry Workers District Council 424. 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

35- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

CASE NO. C-4435

NORTH SALEM CENTRAL SCHOOL DISTRICT,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

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

Unit: Included: All full-time and part-time food service workers, including helpers and cooks.

Excluded: All others (including food service manager).

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

DATED: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member

3T- 9/19/95

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

MARCELLUS SUBSTITUTE TEACHERS ASSOCIATION,

Petitioner,

-and- CASE NO. C-4440

MARCELLUS CENTRAL SCHOOL DISTRICT,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Marcellus Substitute 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 per diem substitute teachers who have received reasonable assurance of continued employment as referenced in §207.(d) of the Public Employees' Fair Employment Act (Act).

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Marcellus Substitute Teachers 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: September 19, 1995
Albany, New York

Pauline R. Kinsella, Chairperson

Eric J. Schmertz, Member