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State of New York Public Employment Relations Board Decisions from February 8, 1978

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State of New York Public Employment Relations Board Decisions from February 8, 1978

Keywords
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Comments
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In the Matter of

WEST BABYLON PUBLIC SCHOOLS,

Respondent,

-and-

WEST BABYLON TEACHERS ASSOCIATION,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-2887

On September 16, 1977, West Babylon Teachers Association (Association) filed a charge alleging that the West Babylon Union Free School District (District) violated §209-a.1(d) of the Taylor Law by refusing to negotiate with it in good faith. Specifically, it alleged that it had sought "to negotiate the arrangement of holidays for the 1977-78 school year" and that the District refused to engage in such negotiations. It further alleged, "On or about June 7, 1977 the Board of Education adopted a calendar, including an arrangement of holidays for the 1977-78 school year...unilaterally without prior negotiations and agreement with the Association." The District answered that the arrangement of holidays is a part of the school calendar and is not a mandatory subject of negotiation.

The parties jointly requested that this case be expedited as "a dispute involving primarily a disagreement as to the scope of negotiations under the Act..." (Rules §204.4). They also executed a stipulation on November 1, 1977 containing what they deemed to be the material facts. The stipulation indicates that on October 5, 1976 the parties executed an agreement for 1976-78. Article XII of that agreement, entitled, "Calendar and
Board - U-2887

Hours," refers to a 1976-77 school calendar, designated as Appendix A to the agreement. In pertinent part, the school calendar provided a two-week spring recess in 1977. The Association argues that the calendar, including the two-week recess, was negotiated between the parties. The District contends that the school calendar was attached to the contract "not as part of the negotiated agreement, but as an informational item ...". The stipulation further states that the District refused to negotiate the arrangement of teachers' recesses during the 1977-78 school year and that the District adopted a school calendar for that school year unilaterally. The school calendar for 1977-78 provides, in pertinent part, for a one-week spring recess in 1978. It is not asserted, nor does a comparison of the two calendars indicate, that there was any difference regarding the total number of days or hours to be worked by teachers during the school year.

The essence of the Association's charge is that the District was obliged to negotiate with it before reducing the spring recess for the school from two weeks to one week. Its reason is that the length of the spring recess is a factor in determining the travel and other vacation plans that teachers can make and that vacation opportunities are a term and condition of employment.

We dismiss the charge herein insofar as it alleges that the District refused to negotiate over a demand concerning the school calendar that constituted a mandatory subject of negotiation. The record does not indicate what demand, if any, essentially relating to teacher terms and conditions of employment was
made regarding the school calendar. There is, thus, no clear statement before us of the particular offense on which the charge is based. We also find that in setting a one-week recess unilaterally, the district did not commit an improper practice. Establishment of the school calendar is a determination by the School District, made in pursuit of its traditional educational policy functions under law, of the number of days on which the instructional program for pupils will be conducted, and pupil attendance will be required, during the year. It also specifies those days on which instruction will not take place and pupil attendance will not be required. Within the discretion committed to it by law, the School District may decide how best to meet the instructional needs of its pupils in any given year by designating the days of mid-year recess. While such decision does have secondary incidental effects on teacher reporting days, it is essentially a decision regarding the services that a government provides to its constituency. As such, it is not a mandatory subject of negotiation, City School District of New Rochelle, 4 PERB ¶3060 (1971).

ACCORDINGLY, we determine that the scheduling of a school recess is

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1 Because of this and because the parties have not agreed on whether they had previously negotiated a school calendar, this case might have been better processed in the normal manner, rather than submitted to the Board without a hearing officer's report pursuant to §204.4 of our Rules. However, because the parties have jointly requested consideration of whether the scheduling of the spring recess is a mandatory subject of negotiations and the record is sufficient to frame this issue, we do not remand the case to the hearing officer.
a management prerogative and we dismiss the charge herein.

Date, New York, New York
February 9, 1978

Harold R. Newman, Chairman

Ida Klaus
In the Matter of:

NASSAU EDUCATIONAL CHAPTER OF THE SYOSSET CENTRAL
SCHOOL DISTRICT UNIT, CSEA, INC.,

Respondent,

-and-

MARTIN MARINOFF,

Charging Party.

This matter comes to us upon the exceptions of both the charging party, Martin Marinoff, and the respondent, Nassau Educational Chapter of the Syosset Central School District Unit, CSEA, Inc., to a hearing officer's decision finding that respondent violated its duty of fair representation to the charging party by failing either to process his grievance, or to advise him that it did not intend to do so. The hearing officer recommended that the respondent be ordered to investigate the grievance forthwith and inform the grievant of its intentions with regard to it. Respondent's exceptions are directed to the determination that it violated its duty of fair representation. The charging party's exceptions are directed to the recommended remedial order, which it argues is inadequate.

Charging party was laid off from his position of maintenance man by the Syosset Central School District (District) on June 13, 1975. Four days later he complained about the action to respondent, the negotiating representative for the unit, and asked it to help him get his job back. For the next thirteen
months, charging party fairly regularly inquired of respondent's field representative about the status of his case and was told at the time that respondent was still "looking into" it. Not until July 22, 1976 was the charging party informed by respondent's field representative that respondent had concluded that there was no merit in a grievance alleging a contract violation based on relative seniority. However, on that date, the field representative indicated to the grievant that a grievance might yet be filed on his behalf by respondent's president alleging an improper layoff in the application of the terms of §80 of the Civil Service Law governing layoffs. After further fruitless efforts, Marinoff filed this charge.

Respondent specifies several exceptions to the hearing officer's decision and recommended order. It argues that:

1. A grievance alleging a violation of §80 of the Civil Service Law could not be maintained because §80 of the Civil Service Law applies only to employees in the competitive class of the Civil Service and the position of maintenance man is not in that class.

2. A claim of violation of §80 of the Civil Service Law could not in any event be brought as a grievance under the terms of the contract which does not cover complaints otherwise reviewable pursuant to law.

3. The hearing officer erred in concluding that respondent had neither investigated the alleged violation of §80 nor made any determination in this matter.

Respondent had determined that the layoff of the charging party did not violate the layoff seniority provisions of the contract. Even though two maintenance men who were retained had less seniority in the position than he, both had greater total employment with the District. Seniority for layoffs was based on total district-wide employment.
4. Its duty of fair representation does not compel it to investigate alleged violations of statute.

5. The proposed relief is inappropriate because the contract provides that at each step of the grievance procedure, grievances are to be filed by the aggrieved employee, not by respondent.

The charging party's exceptions alleged that the hearing officer erred in

that:

1. He should have determined that respondent's failure to process the grievance was improperly motivated.

2. His proposed order should have directed respondent to initiate a grievance, not merely to investigate and determine its merits.

3. He excluded evidence that would have established that charging party had sufficient applicable seniority to warrant his being restored to his position.

4. He should have directed respondent to pay compensatory money damages to charging party.

Having reviewed the record of the four days of hearing and considered the written and oral arguments of the parties, we affirm the hearing officer's findings of fact and his conclusions of law.

The hearing officer did not determine that respondent violated its duty of fair representation by arbitrarily rejecting valid grievances under either the contract or §80 of the Civil Service Law. Rather, he determined that respondent violated its obligation to the charging party in that it failed within a reasonable time to evaluate the merits of his complaint and similarly failed to notify him as to whether or not it would support his grievance. In
the Matter of Brighton Transportation Association, 10 PERB ¶3090 (1977), we defined the essential nature of an employee organization's duty of fair representation. We there indicated that that duty was encompassed within the organization's obligation under §209-a.2(a) to refrain from interfering with the fundamental organizational rights and benefits of those it represents. We found that the obligation is violated when an employee organization, either by reason of improper motives or of grossly negligent or irresponsible conduct, has failed to consider or evaluate a grievance complaint presented to it. In so defining the duty of fair representation, we recognize and do not seek to restrict the implied authority of the representative to make a fair and reasonable judgment as to whether a particular complaint is meritorious or is otherwise worthy of prosecution by it as a grievance.

In the instant case, we find that the utter lack of serious attention and response to the charging party's complaint for a period of 13 months manifested grossly irresponsible conduct on its part constituting a violation of its duty of fair representation to the charging party. Respondent's arguments before us as to the merits of the grievance are not material to its basic offense of neglect of the duty to consider the complaint and to apprise the charging party of its evaluation and position within a reasonable time. Nor is respondent exonerated of this dereliction by contract language specifying that grievances are to be filed by the aggrieved employee. The grievance procedure, however, permits the grievant to be represented by persons of his own choice. Charging party had asked respondent to act as his representative on his behalf. It led him to believe that it would assume that role, an important aspect of its obligation as the representative of unit employees to afford them the benefits of their agreement. It did not inform him until over a year later that it would not do so.
We reject the charging party's exceptions as well, as we find nothing in the record to persuade us that respondent's grossly negligent and irresponsible conduct was due to improper motives on its part involving the charging party. While evidence as to the merits of the grievance is not material to the issue here presented, we note nevertheless no support in the record for the charging party's contention that the hearing officer excluded evidence that the charging party was not the proper person to be laid off under the seniority rules of the contract. Finally, as we understand the charging party's position on damages, it is one to be addressed to a tribunal other than PERB.

NOW THEREFORE, WE conclude that respondent violated §209-a.2(a) of the Taylor Law in that it failed to afford fair representation to charging party, and WE ORDER respondent to,

1. Consider and evaluate promptly the merits of charging party's grievance and inform charging party within a reasonable time whether or not it will prosecute the grievance and, if not, the reasons therefor; and

2 In our search of the record for any improper rulings, we were not assisted by the charging party's exceptions because they did not, as required by our Rules (§204.10[b][3]), specify the relevant portions of the record by page.
2. Notify charging party formally of the conditions under which it will prosecute a grievance for his reappointment in the future to the position from which he was laid off.

Dated, New York, New York
February 9, 1978

Harold R. Newman, Chairman

Ida Klaus
The hearing officer found merit in the first specification in the charge, but not in the second specification. Respondent filed exceptions to that part of the hearing officer's decision which found it in violation of §209-a.1(d) of the Taylor Law in that it unilaterally converted the position of nurse-teacher, which had been included in the unit, into the position of registered nurse, which it treated as not being in the unit and for which it set terms and conditions of employment unilaterally. The charging party filed exceptions to that part of the hearing officer's decision which found that respondent's adoption of a new evaluation system was not an improper unilateral action. The
arguments of the parties and the discussion in the hearing officer's opinion are primarily directed to the question of whether either of the employer's actions was a management prerogative, in which event there would have been no duty to negotiate.

We first considered these issues during September 1977. At that time we concluded that the record was inadequate for the resolution of the issues. Regarding the abolition of the unit position of nurse-teacher and the creation of a non-unit position of registered nurse, we stated:

"The public employer could unilaterally eliminate a nurse-teacher position and substitute for it a nurse position with substantially different duties. As this record lacks evidence on the amount of time that any nurse-teacher had spent in classroom teaching without supervision, we cannot accept the assumption of the hearing officer that it was minimal. However, even if the employer could properly have substituted one position for the other, it does not follow that the new position would not be deemed to be encompassed in the existing unit, in which case, there would be a question as to whether the employer could properly set the salary scale for it unilaterally.... There is not sufficient evidence in the record to determine whether the newly created position of nurse--which is that of a professional, but not of a 'teacher', is 1 included in the unit as agreed to and described by the parties.

1 It is a separate question whether, if not now included, the nurse should be added to the unit by application of the standards set forth in §207 of the Taylor Law. That question can only be answered in a representation proceeding."

Regarding the change in the observation and evaluation procedures, we stated:

"The hearing officer is correct that the employer could have changed from a subjective evaluation system to an objective one unilaterally. It appears, however, that what charging party is seeking is to negotiate as to the impact of such a unilateral change on terms and conditions of employment."

Accordingly, on September 30, 1977 we remanded the case to the hearing officer to take further evidence and to report to us.

A further hearing was held and the hearing officer submitted a report
which contains no recommendations.

On the basis of the evidence, we determine that the newly created registered nurse position is substantially different from the eliminated nurse-teacher position. The nurse-teacher, who could teach without the supervision of a certified classroom teacher, had taught between 30 and 40 hours a year. That is sufficient to make it a significant part of her job. The registered nurse, whose teaching must be under the direct supervision of a certified teacher, teaches about 12 hours a year. The elimination of two-thirds of the teaching duties and the requirement of direct supervision represent a substantial change in the nature of the job assignment.

We also determine that the newly created position of registered nurse is not within the unit for which the charging party was recognized. The

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1 The report, in its entirety, states:

"The Nurse-Teacher/Nurse Positions

Teaching duties
The additional evidence submitted was limited to testimony that both school nurse and nurse/teacher teach a rather nominal number of classes (R238-242, 259). In 1976-77 the Nurse Teacher taught between 30 and 40 single (R262) classes and the School Nurse about a dozen (R238).

Meaning of the Unit Description - 'Professional' employees
Since inception of the unit the parties have treated the following non-teaching positions as 'professional' to be included in the unit:

Coordinator of Visual Instruction
Attendance Teacher

No evidence was introduced that any 'professional' non-teaching employee was excluded from the unit.

The Evaluation Procedure
Uncontradicted testimony was introduced that the time teachers are required to spend in extra (or second) conference comes from the teachers preparation time (R287). Respondent didn't introduce any evidence, but merely reargued its case in its brief."
unit as described in the recognition clause covers, "The professional personnel of the District (hereinafter referred to as 'teachers') including all curriculum associates, psychologists, nurse-teachers...". As applied by the parties for their purposes, the term "professional personnel" has meant certified personnel. Thus, it would not include the position of registered nurse, for which no certification is required. Accordingly, we conclude that respondent did not commit an improper practice when it abolished a nurse-teacher position and created in its place a position of registered nurse, or when it treated the position as one outside the contract unit and unilaterally set the salary scale for registered nurse.

We also determine that respondent committed no improper practice when it unilaterally changed its observation and evaluation procedures. The change was in the method for determining the criteria by which teachers would be evaluated. It called for a pre-observation conference during which the teacher would participate in setting the criteria for his observation by appropriate supervisors. The hearing officer properly determined that this change is within the prerogative of a school district and is not a mandatory subject of negotiation. Charging party argues, however, that the change has an impact upon the working conditions of teachers which must be negotiated. It points out that the prior procedure generally required one pre-observation conference a year with each teacher, while the new procedure generally requires two conferences a year, thus diminishing to that extent the number of preparation periods. We find the total amount of lost preparation time involved in the school year to be de minimis. Moreover, the record shows that conferences of this nature are usually held during the teachers' preparation periods. These periods have traditionally been used for meetings relating to academic matters and faculty performance, including teacher observation conferences. Accordingly,
the utilization of these conferences for ascertaining teacher objectives does not constitute a change in terms and conditions of employment. In fact, the charging party's main objections were directed to the requirement of participation in determining criteria and not to the time involved.

NOW, THEREFORE, the charge herein is dismissed.

DATED: New York, New York
February 8, 1978

Harold R. Newman, Chairman

Ida Klaus

Respondent's Exhibit XI is a leaflet sent by the charging party to faculty members which stated, in part:

"If you are called to any administrators office for a pre-observation conference:

1. Advise the administrator that you do not wish to be observed under the new system. If he asks why, tell him that this is the instruction of the Union and further explanation can be gotten from the Chief Building Representative.

If he insists on using the procedure

2. Sit silently--Do not participate in any discussion of what the observer should look for. Do not discuss anything. Any threats made by administrators should be noted and reported to the Union.

3. Report your experience immediately to your Chief Building Representative."
STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the  
TOWN OF NORTH HEMPSTEAD  
Docket S-0041

for a Determination pursuant to Section 212  
of the Civil Service Law.

At a meeting of the Public Employment Relations Board  
held on the 23rd day of February, 1978, and after consideration  
of the application of the Town of North Hempstead made pursuant  
to Section 212 of the Civil Service Law for a determination  
that its Resolution No. 674-1967 as last amended by Local Law  
No. 9 of 1977 is substantially equivalent to the provisions and  
procedures set forth in Article 14 of the Civil Service Law  
with respect to the State and to the Rules of Procedure of the  
Public Employment Relations Board, it is

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

Dated: Albany, New York  
February 9, 1978

HAROLD R. NEWMAN, Chairman

IDA KLAUS
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 Peekskill Custodial & Maintenance Unit, Westchester Chapter, Civil Service Employees Association, Inc.,

has been designated and selected by a majority of the employees of the above-named public employer, in the unit 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 matrons, custodians, assistant store clerks, laborers, cleaners, senior-custodians, mechanics, head custodians, bus drivers and full-time C.E.T.A. employees in the following jobs: groundskeeper, laborer, apprentice electrician and security guard.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Peekskill Custodial & Maintenance Unit, Westchester Chapter, Civil Service Employees Association, Inc.

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

Signed on the 8th day of February, 1978.

Harold R. Newman, Chairman

Ida Klaus

PERS 58.3 (12-77)
In the Matter of

HARBORFIELDS CENTRAL SCHOOL DISTRICT, Employer,
and-

UNITED TEACHERS OF HARBORFIELDS, NYSUT, AFT, AFL-CIO,
Petitioner,
and-

HARBORFIELDS TEACHERS ASSOCIATION, NYEA-NEA,
Intervenor.

CASE NO. C-1576

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 Teachers of Harborfields, 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: Teachers (i.e., all professional personnel on tenure, on probation and on interim appointments including all classroom teachers, reading teachers, school librarians, school nurse teachers, school psychologists, speech therapists, department chairpersons and guidance counselors).

Excluded: Administrative personnel including, but not limited to, the superintendent, assistant superintendents, building principals, coordinators of curriculum, health education and health services, and special services, assistant building principals, and professional personnel on per diem appointments.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the United Teachers of Harborfields, NYSUT, AFT, AFL-CIO.

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

Signed on the 8th day of February, 1978.

Harold R. Newman, Chairman

Ida Klaus
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

VILLAGE OF SPRING VALLEY,
Employer,

- and -

SPRING VALLEY UNIT, ROCKLAND COUNTY CHAPTER,
CSEA, INC.,
Petitioner,

- and -

LOCAL 823, COUNCIL 66, AFSCME, AFL-CIO,
Intervenor.

CASE NO. C-1562

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in ac­
cordance 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 Spring Valley Unit, Rockland
County Chapter, CSEA, Inc.

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 laborers, motor equipment operators and assistant
auto mechanics in the Department of Public Works.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer
shall negotiate collectively with the Spring Valley Unit, Rockland
County Chapter, CSEA, Inc.

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

Signed on the 8th day of February 1978.

Harold R. Newman, Chairman

Ida Klaus.

PERB 58.3 (12-77)
In the Matter of

GLEN COVE CITY SCHOOL DISTRICT,
Employer,

-- and --

GLEN COVE EDUCATIONAL SECRETARIES' ASSOCIATION,
Petitioner,

-- and --

CIVIL SERVICE EMPLOYEES ASSOCIATION,
NASSAU EDUCATIONAL CHAPTER,
Intervenor.

CASE NO. C-1476

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 Glen Cove Educational Secretaries' 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 secretarial and clerical personnel including secretaries, Stenographers, Typist, and Aides (in any capacity), excluding the Secretary to the Superintendent, the Secretary to the Assistant Superintendent for Personnel and the Secretary for the Assistant Superintendent for Business.

Excluded: All other officers and employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Glen Cove Educational Secretaries' 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 8th day of February, 1978.

Harold R. Newman, Chairman

Ida Klaus

PERB 58.3 (12-77)
In the Matter of

ENLARGED CITY SCHOOL DISTRICT, CITY OF AMSTERDAM, Employer,

AMSTERDAM EDUCATORS ASSOCIATION, Petitioner,

AMSTERDAM TEACHERS ASSOCIATION, Intervenor.

CASE NO. C-1619

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 Amsterdam 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 professional certified personnel except the Chief Executive officer, assistant superintendent, unit administrators, non-teaching coordinator-specialists who teach less than three periods, per diem substitutes, clinical psychologist, physical therapist, occupational therapist, physical therapist - assistant, occupational therapist - assistant, psychiatric social worker and registered nurse.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Amsterdam Teachers Association.

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

Signed on the 8th day of February, 1978.

Harold R. Newman, Chairman

Ida Klaus
In the Matter of

ENLARGED CITY SCHOOL DISTRICT, CITY OF AMSTERDAM,
Employer,
- and -
AMSTERDAM TEACHERS ASSOCIATION,
Petitioner,
- and -
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Intervenor.

#2J-2/8/78
CASE NO. C-1617

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.
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 custodians; maintenance and transportation personnel, excluding part-time, probationary, CETA and all other 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.

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 8th day of February, 1978

Harold R. Newman, Chairman

Ida Klaus

PERB 58.3 (12-77)
In the Matter of: BOARD OF COOPERATIVE EDUCATIONAL SERVICES WASHINGTON-WARREN-HAMILTON-ESSEX COUNTIES, - and - FOOTHILLS TEACHERS ASSOCIATION, NYEA/NEA, - and - ADIRONDACK COOPERATIVE TEACHERS ASSOCIATION, NYSUT/AFT,

CASE NO. C-1620

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 Adirondack Cooperative Teachers Association, NYSUT/AFT, 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 teachers excluding per diem substitutes and adult education teachers.

Excluded: All others.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Adirondack Cooperative Teachers Association, NYSUT/AFT, 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 8th day of February, 1978.

Harold R. Newman, Chairman

Ida Klaus

PERS 58.3 (12-77)
In the Matter of

SAYVILLE UNION FREE SCHOOL DISTRICT,
Employer,

- and -

UNITED SECRETARIES OF SAYVILLE,
Petitioner,

- and -

SAYVILLE SCHOOL UNIT, SUFFOLK EDUCATIONAL
CHAPTER, CSEA, INC.,
Intervenor

CASE NO. C-1600

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 Sayville School Unit, Suffolk Educational Chapter, CSEA, Inc.

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 and part-time clerical employees and library aides.

Excluded: Managerial and confidential and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Sayville School Unit, Suffolk Educational Chapter, CSEA, Inc.

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

Signed on the 8th day of February , 1978.

[Signature]

Harold R. Newman, Chairman

[Signature]

Ida Klaus

PERR 58.3 (12-77)

5103
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.

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 MEQ's and laborers in the highway department and landfill. Excluded: Deputy highway superintendent, seasonal employees and all other employees.

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

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

Signed on the 8th day of February 1978.

Harold R. Newman, Chairman

Ida Klaus

PERB 58.3 (12-77)
Pursuant to and by virtue of the authority vested in the Public Employment Relations Board under Article 14 of the Civil Service Law, and Article 6 of the Public Officers Law, I, Harold R. Newman, Chairman of the Public Employment Relations Board, acting on behalf of such Board, hereby amend NYCRR Title 4, Chapter VII, Part 208, as follows. Any parts of the Rules of the Board not explicitly mentioned herein remain in effect as previously promulgated. These amendments shall take effect on March 1, 1978.

The schedule of sections for Part 208 is hereby amended to read as follows:

PART 208

ACCESS TO RECORDS OF THE BOARD

(Statutory authority: Civil Service Law, art. 14, and Public Officers Law, art. 6)

Sec.

208.1 Records Available for Public Inspection and Copying

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

208.3 Procedures for Inspection and Copying [the] Records [Available Under Section 208.1]

[208.4 Procedures for Inspection of Records Available Under Section 208.2]

208.5 Appeal

Section 208.1 is hereby REPEALED and a new section, to be Section 208.1 is hereby added to read as follows:

Section 208.1 Records Available for Public Inspection and Copying.

The records of the Board available for public inspection and copying, in accordance with the procedures hereinafter set forth, shall be the records so designated in the subject matter list prescribed to be maintained by section eighty-seven of the Public Officers Law.

Section 208.2 is hereby REPEALED.
Subdivision (b) of Section 208.3, and the first note thereunder, is hereby amended to read as follows:

(b) A request to inspect any record [specified in section 208.1 of these Rules] shall be made either orally or in writing to the Board's Director of Public Information at 50 Wolf Road, Albany, New York 12205, who will make suitable arrangements for such inspection during regular office hours at the offices of the Board in Albany, New York City or Buffalo, [provided that] unless the location of a particular record may require its inspection at a particular office, in which case inspection shall occur at such office.

Note: [The] Most records of the Board available for inspection [under §208.1(a), (b) and (c)] may also be found in the published volume entitled Official Decisions, Opinions and Related Matters of the Public Employment Relations Board, sets of which are kept in various libraries, including the library of the Court of Appeals, the four Appellate Divisions and the Board's libraries. Also contained in said publication are selected reports of fact-finding boards.

Section 208.4 is hereby REPEALED.

Subdivision (a) of Section 208.5 is hereby amended to read as follows:

208.5 Appeal.

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

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

(3) the failure to furnish a written acknowledgement of receipt of a request for access to records and of a statement of the approximate date when the request will be granted or denied in the event additional time is needed to make a decision on the request.

I hereby certify that these amendments were adopted by the Public Employment Relations Board on 1978.

Harold R. Newman
Chairman
Public Employment Relations Board