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State of New York Public Employment Relations Board Decisions from August 1, 1979

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from August 1, 1979

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In the Matter of

AMHERST POLICE CLUB, INC.,

Respondent,

-and-

TOWN OF AMHERST,

Charging Party.

SILVERBERG, SILVERBERG, YOOD & SELLERS (SANFORD M. SILVERBERG, ESQ., of Counsel) for Respondent

MOOT, SPRAGUE, MARCY, LANDY, FERNBACH & SMYTHE (JOHN B. DRENNING, ESQ., of Counsel) for Charging Party

The Town of Amherst (Town) filed the charge herein on February 21, 1979. It alleges that the Amherst Police Club, Inc. (Club) failed to negotiate in good faith by submitting seven nonmandatory subjects of negotiation to interest arbitration. The Club acknowledged that it had submitted the contested demands to interest arbitration, but asserts that they are mandatory subjects of negotiation. At the request of the parties and in accordance with §204.4 of our Rules, there has been no intermediate report from a hearing officer. After a conference with the hearing officer, both parties submitted briefs in support of their positions.

Among the seven demands contested by the Town was one for dental coverage for both active and retired employees. The Town objected to the demand because dental coverage for retirees is a prohibited subject of negotiation, Village of Lynbrook v. PERB, 64 AD 2d 902 (1978). In its brief, the Club has amended its demand for dental coverage to apply to active employees only. The Town concedes that, as amended, the demand is a mandatory subject of negotiation. Accordingly, we need not issue any decision on this matter.
THE DEMANDS

"Art. 6, §N Club Office

The Club shall be allowed to maintain an office at Police Headquarters."

In support of its charge, the Town argues that it should not be required to submit to interest arbitration the question of whether it should provide office space to the Club because the provision of such office space is not a mandatory subject of negotiation. In support of this position, it relies upon our decision in Orange County Community College Faculty Association, 9 PERB ¶3068 (1976), in which we held that a similar demand was not a mandatory subject of negotiation because it would require the employer to assist the union in the conduct of its internal affairs. We said that the demand, if granted, would raise questions of improper public employer support of an employee organization under CSL §209-a.1(b).

The Club asserts that the denial to it of space in the new police headquarters would create a hardship for it because that building is not located in the vicinity of commercial office space and, therefore, the union would be impeded in its ability "to conduct business within a reasonable geographic area near its members." These arguments are directed to the merits of the demand and not to its negotiability.

The demand is not a mandatory subject of negotiation, Orange County Community College Faculty Association, supra.

"Art. 8, §C Supervisors

1. At least one (1) Captain and at least three (3) Lieutenants shall work each shift: two (2) Road Lieutenants and one (1) Station House Supervisor.

2. At least one (1) Detective Lieutenant and one (1) Detective Sergeant shall work each shift in the Detective Bureau."

In its brief, the Club asserts that the demand "pertains not to staffing but to additional compensation only." The Town does not understand the demand
in this manner; it asserts, "The Club's demand clearly seeks to negotiate the rank of supervisors to be assigned a particular duty." We read the demand in the same way as does the Town.

The rank of supervisors to be assigned a particular duty is a management prerogative and not a mandatory subject of negotiation, Troy Uniformed Firefighters Association, 10 PERB ¶3015 (1977).

"Art. 8, §D Acting Assignments

1. Among those officers who are determined to be qualified by the Chief of Police, acting assignments for the positions of Captain, Lieutenant shall follow the chain of command and be equally distributed.

2. Acting assignments in the Detective Bureau shall follow the chain of command and be equally distributed."

The Club explains this demand, too, as being for the compensation of employees who are temporarily assigned to do the work of higher ranked employees. The Town, however, reads the demand as compelling it to fill temporary vacancies and to do so by temporarily promoting employees in accordance with the chain of command.

We do not agree with the Town that, as worded, this demand would require it to fill temporary vacancies. However, with respect to the Detective Bureau, if the Town chooses to fill temporary vacancies, this demand would require it to follow the chain of command without consideration of the qualifications of the employees to fulfill the temporary assignment. The second sentence is not a mandatory subject of negotiation, Hempstead, 11 PERB ¶3072 (1978) and because the two sentences constitute a unitary demand, they are inseparable and non-mandatory, Haverstraw, 11 PERB ¶3109 (1978).

"Art. 9, §K Patrol Officers

Patrol officers to pick preference in October and remain in effect until the following December 31st."

The Club asserts that the right of an employee to pick a shift or platoon assignment which he will hold for a year is a condition of employment because
it facilitates the employee making plans for the use of nonworking time. The Town responds that the proposal is an interference with its right to deploy its employees and to provide public services in a manner that it deems appropriate. In Corning Police Department Chapter, CSEA, 9 PERB ¶3086 (1976), we ruled a similar demand to be a nonmandatory subject of negotiation because it would interfere with the right of the employer "to change the schedule of policemen so as to alter the number of men who would be on duty at any time or to replace absent policemen in order to maintain the desired complement." Similarly, the demand here is not a mandatory subject of negotiation.

"Art. 30, §J

2. The use of Auxiliary Police by the Town will be for Civil Defense or Civil Emergency. It is agreed the Auxiliary Police are not to be used for functions ordinarily performed by police officers such as patrol functions, etc."

The Club asserts that this demand is to prevent the Town from subcon­tracting work normally performed by unit employees to auxiliary police. The Town sees the demand as going further in that it would restrict the kind of work to which auxiliary police may be assigned to civil defense or civil emer­gency. The Town's understanding of the demand is based upon a reasonable reading of its language. The demand is not a mandatory subject of negotiation because the Club has no authority to negotiate for such restrictions upon the work of auxiliary police who are not unit employees, Bd. of Ed. of the City of New York, 12 PERB ¶3037 (1979).

"BILL OF RIGHTS

When any police officer is under investigation and subjected to interrogation by his commanding officer, or any other member of the police department which could lead to punitive action such interrogation shall be conducted under the following conditions. For the purpose of this article, punitive actions are defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written repro­mand or transfer for the purposes of punishment.
TIME OF INTERROGATION

The interrogation of a police officer who is being investigated for disciplinary violation must be between 9:00 a.m. and 5:00 p.m. and preferably while the officer is on duty.

IDENTIFICATION OF INVESTIGATING OFFICERS

A police officer who is under investigation must be informed of the officer in charge of the investigation and the names of officers who will be conducting any interrogation.

INFORMATION REGARDING INVESTIGATION

An officer must be informed of the nature of an investigation before any interrogation commences. The information must be sufficient to reasonably inform the policeman of the nature of the investigation.

LENGTH OF INTERROGATION

The length of an internal interrogation must be reasonable, with rest periods being called, periodically, for personal necessities, meals, telephone calls and rest.

COERCION

A police officer will not be threatened with transfer, dismissal or other disciplinary action, as a means of obtaining information concerning the incidents under investigation. An officer will not be subject to abusive language, or promised a reward, as an inducement for answering questions.

RIGHT TO COUNSEL

A police officer under investigation must have counsel or a representative of the Police Club present with him during any interrogation.

RECORDING OF INTERROGATION

Any interrogation of a police officer, for a disciplinary violation, must be recorded either mechanically or by stenographer, and there will be no 'off the record' questions put to him.

FURNISHING COPIES

A police officer under investigation will be furnished an exact copy of any statement he has signed, or of the proceedings that are recorded, either mechanically or by stenographer.

NON-WAIVER OF CONSTITUTIONAL RIGHTS

No policeman will be requested or required to waive any constitutional rights granted to him under the United States or the New York Constitutions.
Originally, the Bill of Rights also contained the following language:

"WARNING OF RIGHTS

If a police officer is suspected in a criminal investigation, he must be advised of all his constitutional rights."

As originally worded, the demand would not be a mandatory subject of negotiation because the paragraph entitled "Warning of Rights" would interfere with the right of the Police Department of the Town to investigate possible criminal conduct that might involve a unit employee, Scarsdale PBA, 8 PERB ¶3075 (1975). The Club, however, in its brief, indicates that it is amending the demand to eliminate this paragraph. The remaining paragraphs of the proposed "Bill of Rights" may reasonably be interpreted as relating only to investigations that are being conducted for disciplinary violations. Support for this interpretation is found in the opening paragraph of the "Bill of Rights" and we understand the amended demand to be so restricted. Even as so understood, the Town objects to the negotiability of the demand because it would substitute a negotiated disciplinary procedure for one contained in Civil Service Law §§75 and 76, Town Law §155, and Unconsolidated Laws §5775. However, the negotiation of disciplinary procedures such as those contained in the demand, as we construe it, is a mandatory subject of negotiation, Auburn Police Local 195 v. Helsby, 46 NY2d 1034 (1979), 12 PERB ¶7006.

NOW, THEREFORE, WE ORDER the Amherst Police Club, Inc. to negotiate with the Town of Amherst in good faith with respect to those demands determined herein to be nonmandatory subjects of negotiation by withdrawing them from its petition for interest arbitration, and with respect to the demand determined to be
a mandatory subject of negotiation, the charge herein is dismissed.

DATED: New York, New York
August 1, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
This matter comes to us on the exceptions of Local Union 891, IUOE, AFL-CIO (Union) to a hearing officer's decision dismissing its charge that the Board of Education of the City School District of the City of New York (District) committed an improper practice by unilaterally imposing an anti-nepotism policy on employees in the unit represented by the charging party. The hearing officer determined that the charge was not timely. Accordingly, he dismissed it without reaching its merits.

FACTS

The Union represents a unit of school building custodians in the employ of the District. These custodians, in turn, hire and supervise individuals who perform custodial work in the school buildings entrusted to their care. The individuals so hired are employees of the custodians and not of the District. For years, custodians have hired and supervised near relatives as part of their custodial force.

On April 20, 1977, the legislative body of the District adopted a resolution which provided that no employee should employ or supervise a near rela-
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tive. It expressly covered custodians and custodian engineers. Subsequently, on August 1, 1977, pursuant to his authority under the resolution, the District's Chancellor issued regulations interpreting and applying that resolution. The regulations made specific reference to custodians as being among the District's employees who were expressly prohibited by the resolution from hiring and supervising near relatives. Thereafter, on October 14, 1977 and again on January 10, 1978, the District's Bureau of Plant Operations issued two circulars to the custodians. The first required custodians to acknowledge receipt of the resolution and regulations and to certify that they would not employ any near relatives. The second advised that the new policy would be enforced as of January 16, 1978. Both circulars stated that the new policy would not apply to current employees of the custodians so long as they continue to work in the buildings to which they were then assigned.

On May 11, 1978, several custodians received "letters of complaint" from the District alleging that they had hired relatives as new employees after January 16, 1978.

The charge herein is dated August 31, 1978. As §204.1 of the Rules of this Board permits the filing of an improper practice only within four months of the allegedly improper conduct, the charge would be timely only if it were directed at the issuance of the letters of complaint. The hearing officer determined that the charge was not timely because the District's allegedly improper action had been taken long before the issuance of the "letters of complaint".

In its exceptions, the Union argues that the earlier action that had been taken by the District was not sufficiently precise to put it on notice.

1 The Union instituted a court challenge to the District's conduct on May 25, 1978. The court action was resolved in the District's favor on August 15, 1978, Conlin v. Board of Education of the City of New York, 11 PERB 17540 (Sup.Ct., Kings Co.).
that custodians would not be permitted to hire and supervise near relatives. More particularly, it contends that it did not know that the new policy applied to the hiring by custodians of their own employees and not merely to the hiring by some District employees of subordinates who would also be employees of the District. It further contends that because of the vagueness of the resolution, the regulation and the circulars, the custodians did not know until May 11, 1978 that the reassignment of an employee of a custodian from one building to another would be considered a new hire.

DISCUSSION

Having reviewed the record, we conclude that the custodians had been adequately notified not later than January 10, 1978 that the anti-nepotism policy would apply to custodians and would cover their employment of their own staff. We also conclude that they had been informed of an exception for those of their employees who had been working for them and continued to work in the same school building. The letters of May 11 were merely an enforcement of a policy that had been previously adopted and of which the custodians were on notice. A charge could have been filed within four months of the time when the custodians first became aware that the District had adopted the policy, County of Monroe, 10 PERB ¶3104 (1977). The charge herein is not timely.

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

DATED: New York, New York
August 1, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
This matter comes to us on the exceptions of Fred Greenberg to a decision of a hearing officer dismissing his charge that the Board of Education of the City School District of the City of New York (employer) committed an improper practice by discriminating against him in retaliation for his filing of contract grievances.

FACTS

Greenberg, a teacher in Community School District 21 of the employer, had filed several grievances from January, 1974, to the date of the action complained of in the charge. On September 7, 1977, he was given written notification that he was being transferred from Community School District 21 to Community School District 22, allegedly because he had requested the transfer. He immediately wrote to the employer stating that he had not requested the transfer. He was nevertheless transferred. Two months after his transfer, he filed a formal grievance protesting it. A decision was issued at the Step 2 level of the contract grievance procedure on February 6, 1978. It denied the
grievance. The stated basis for the decision was that Greenberg had requested the transfer.

Greenberg took his grievance to the third step of the grievance procedure on February 24, 1978. A hearing was scheduled for March 15, 1978, but, at the request of the employer, it was adjourned until April 17, 1978. Thereafter, a representative of the Chancellor of the employer denied the grievance for the reasons stated in the Step 2 decision.

Mr. Greenberg and the union, as his collective bargaining representative, took the grievance to arbitration. At about the same time, on June 19, 1978, he also filed in his own behalf the charge herein. Among other things, the charge complains that the employer discriminated against him by:

1. transferring him from District 21 to District 22 in September, 1977;
2. adjourning the Step 3 hearing from March 15 to April 17, 1978; and
3. denying his grievance at Step 3.

The hearing officer dismissed the first part of the charge, holding that it was not timely under our Rules in that the transfer occurred more than four months prior to the filing of the charge. Greenberg excepts to this decision and argues that the four-month period in which to file a charge should properly run from May 9, 1978, the date when the Chancellor adopted the Step 3 grievance decision and, thereby, ratified the transfer, rather than from September, 1977, when it was originally made.

The hearing officer dismissed the remaining two parts of the charge on the ground that the record is devoid of evidence that either the adjournment of the hearing or the substance of the Step 3 decision was motivated by a design to deprive employees of any protected rights. In his exceptions, Greenberg argues that such motivation must be presumed because of the absence of any showing by the employer of a bona fide reason for the conduct complained about.
DISCUSSION

We affirm the determination of the hearing officer. The four-month period during which Greenberg could have filed a timely charge complaining about his transfer from Community School District 21 to Community School District 22 began to run not later than September 7, 1977, when he received written notification of the transfer. That was the official act which effectively changed his assignment and pursuant to which the change actually took place. A subsequent decision in the grievance procedure could not be said to affect the finality of the action when it occurred. The initiation of a contract grievance complaining about employer conduct does not extend the period during which an improper practice charge may properly be brought as to that conduct, New York City Transit Authority, 10 PERB ¶3077 (1977).

The hearing officer properly dismissed the charge with respect to the adjournment of the hearing and the Step 3 grievance determination. The record contains no evidence to support the allegation that this conduct was improperly motivated. There is no evidence that the representatives of the Chancellor who adjourned the hearing or issued the Step 3 decision knew that Greenberg had previously filed several grievances. Moreover, even if such knowledge were to be imputed to them, there is no evidence that they were hostile to him by reason of the filing of such grievances or that they were motivated by a desire to discourage him and other employees from filing grievances. The presumption that Greenberg would have us adopt has no basis in the record or in law.
NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: New York, New York
August 1, 1979

[Signatures of Board Members]

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
On February 16, 1979, the Director of Public Employment Practices and Representation (Director) issued a decision that there be two negotiating units for non-instructional personnel of the Somers Central School District (District). The first unit was for all full-time clerical, custodial, cafeteria and teacher aide personnel, including Comprehensive Employment and Training Act (CETA) employees in those job categories. The other was for all part-time clerical, custodial, cafeteria, teacher aide and school monitor personnel, including CETA employees in those job categories. He ordered that there be an election to ascertain whether the employees in the two units wished to be represented by Somers School Related Personnel, NYSUT, the petitioner herein.

This matter comes to us on the exceptions of the District to the decision of the Director.
The District's exceptions and supporting arguments take issue with the validity of the Director's findings. Specifically, the District contends:

(1) that the record does not establish that the petitioner is an employee organization,

(2) that CETA personnel and part-time employees should have been excluded from any unit for the reason that they are not public employees within the meaning of the Taylor Law,

(3) that ten-month employees and twelve month employees should have been placed in separate negotiating units for the reason that they have conflicting interests as employees, and

(4) that the Head Custodian and the Head Cook should have been excluded from the negotiating unit of full-time employees on the ground that they have substantial supervisory authority.

DISCUSSION

We dismiss each of the exceptions for the reasons indicated.

Section 201.5 of the Taylor Law defines an employee organization as: "an organization of any kind having as its primary purpose the improvement of terms and conditions of employment of public employees...". Petitioner's constitution and by-laws, and the employee designation cards that it has submitted, provide information establishing, prima facie, that it is an employee organization and the District has submitted no evidence to the contrary.

The District argues that the Director erred in relying upon our decision in Amityville Public Schools, 5 PERB ¶3043 (1972), for his conclusion that CETA personnel are not precluded from representation under the Taylor Law. Its reason is that since July 1, 1978, a limitation has been imposed under CETA which restricts employment for any individual to a maximum period of 18 months.
According to the District, this restriction requires a change in the position taken by this Board in Amityville. Like the Director, we do not find this change compelling, as the prospect of employment for a period of 18 months is sufficient to create a substantial interest in terms and conditions of employment warranting coverage under the Taylor Law. Significant in this respect are the 1979 Rules of the Department of Labor implementing the 1978 amendment of CETA. Section 676.25-3 of those Rules provides that CETA personnel engaged in public service employment "shall receive the same wages, benefits and working conditions as those received by similarly employed employees at the employing agency." This provision recognizes CETA employees' interest in the terms and conditions of their employment to be equal to that of other employees. Moreover, although employed for a limited time, CETA employees have long-term temporary status. Long-term temporary employees have been determined by us to be eligible for representation under the Taylor Law, Weedsport Central School District, 12 PERB ¶3004 (1979).

We determine that the part-time employees of the District (all of whom work between 12.5 and 17.5 hours per week) are public employees within the meaning of the Taylor Law. The District bases its argument that part-time workers are not covered by the Taylor Law on our decision in State of New York, 5 PERB ¶3022 (1972), in which we held that seasonal personnel who work fewer than twenty hours a week are not employees within the meaning of the Taylor Law. That decision is not applicable to all-year personnel, Amityville Public Schools, supra. Here, we find that the part-time workers have a sufficient employment relationship to the District to be covered employees. They work on a regular and substantial basis. They are required to be in attendance throughout the time that school is in session, and may be called upon to serve additional time when necessary.
The record supports the conclusion of the Director that the ten-month and twelve-month employees of the District share a community of interest in terms and conditions of employment and should be in a single unit. Both groups of employees are treated in an identical manner with respect to such terms and conditions of employment as health insurance, life and dental insurance, overtime, and personal and bereavement leave. The differences in the treatment of the two groups with respect to vacation leave, sick leave and holidays are minor and not significant. There are differences between the two groups in salary, which are attributable to the skills required of the different jobs assigned to ten and twelve-month employees and to the length of their respective work years. However, where skills are required to be the same, the salary rate per month is the same. We conclude that the two groups should not be separated into different negotiating units because the single unit satisfies the statutory criteria set forth in Section 207.1 of the Taylor Law.

Finally, we affirm the determination of the Director that the Head Cook and the Head Custodian should be included in the negotiating unit of full-time employees, notwithstanding their performance of supervisory duties. Although we normally exclude supervisory personnel from negotiating units of rank-and-file employees, this is not required by the Taylor Law. It has been the practice of this Board to accept negotiating units that have been agreed upon by a public employer and an employee organization which include both supervisors and rank-and-file employees, Board of Educ. CSD No. 1, 3 PERB ¶3078 (1970). In the instant case, the petitioner requested the inclusion of the Head Cook and the Head Custodian in the negotiating unit and the District interposed no objection until after the record was closed and the Director issued his decision. While we do not deem ourselves bound by an agreement of the parties
with respect to the inclusion of supervisors in a unit with those whom they supervise, we do not consider this record adequate for such an independent finding in view of the failure of the employer to offer appropriate testimony during the hearing and cannot accept in its stead the belated bare allegation of an expansion of the supervisory duties of these employees made after the hearing was closed.

NOW, THEREFORE, WE AFFIRM the determination of the Director that there shall be two units of School District employees, as follows:

Included: All full-time Clerical, Custodial, Cafeteria and Teacher Aide personnel and full-time CETA employees in those job titles.

Included: All part-time Clerical, Custodial, Cafeteria, Teacher Aide and School Monitor personnel and part-time CETA employees in those job titles.

Excluded: Secretary to the Superintendent of Schools, Secretary to the Assistant Superintendent of Schools, Secretary to the Business Administrator, Secretary to the High School Principal, Secretary to the Junior High School Principal, Secretary to the Intermediate School Principal and Secretary to the Elementary School Principal.

IT IS FURTHER ORDERED that an election by secret ballot shall be held under the Director's supervision among the employees of the units determined above to be appropriate, unless the Somers School Related Personnel submits to him within ten days from the date of receipt of this decision, evidence to satisfy the requirements of §201.9(g)(1) of the Rules for certification without an election.

IT IS FURTHER ORDERED that the School District shall submit to the Director and to Somers School Related Personnel, within 10 days from the date of this decision, an alphabetized list of all employees within the units determined above to be appropriate who were em-
ployed on the payroll date immediately preceding the date of this decision.

Dated, New York, New York
August 1, 1979

PHAROLD R. NEWMAN, Chairman

IDA KLAUS, Member

DAVID C. RANDLE, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NEW YORK STATE THRUWAY AUTHORITY,

Employer,

- and -

LOCAL 456, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA,

Petitioner.

CASE NO. C-1685

ORDER AMENDING CERTIFICATION

WHEREAS, on October 12, 1978, the Public Employment Relations Board issued a
certification to Local 456, International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America as the negotiating representative of a designated
unit of employees of the New York State Thruway Authority; and

WHEREAS, the said negotiating representative has moved this Board to amend the
certification to substitute Local 72, New York State Thruway Employees for Local 456;

and

WHEREAS, the Public Employment Relations Board caused a notice to be published
permitting any employee or employee organization the opportunity to show cause why the
amendment should not be granted, and no objection having been made,

NOW, THEREFORE, IT IS ORDERED that the certification be, and it hereby is,
amended so as to designate Local 72, New York State Thruway Employees, as the
negotiating representative of the employees within Negotiating Unit I of the New York
State Thruway Authority.

Dated: New York, New York
August 1, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SOLVAY UNION FREE SCHOOL DISTRICT,
Employer,

-and-

SOLVAY SCHOOL EMPLOYEES UNION, NYSUT,
Petitioner.

Case No. C-1863

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 Solvay School Employees Union, NYSUT has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full and part-time employees in the following positions: luncheon aide, luncheon cashier, general and clerical aide, cook, food service helper, school bus dispatcher, school bus driver, head mechanic, assistant mechanic, custodian (I and II), custodial worker, custodial helper, maintenance and school nurse.

Excluded: All temporary and seasonal employees, and all other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Solvay School Employees Union, NYSUT 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 1st day of August, 1979, at New York, New York.

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randies, Member

5852
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of:
VILLAGE OF FRANKFORT,
Employer,

- and -

LOCAL UNION 181, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO,
Petitioner.

Case No. C-1892

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 Union 181, International Brotherhood of Electrical Workers, 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 representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All hourly employees of the light and public works departments including linemen, apprentices, helpers, equipment operators, truck drivers, and laborers.

Excluded: Line foreman, clericals, guards and supervisors.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local Union 181, International Brotherhood of Electrical Workers, 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 1st day of August, 1979

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
DEPARTMENT OF PUBLIC HEALTH, COUNTY OF ALBANY,
Employer-Petitioner,
and
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that 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 representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time (30 hours or more) employees of the employer.

Excluded: Commissioner of Health; Deputy Commissioner of Health; Director of Public Health Nursing Services; Assistant Director of Public Health Nursing Services; Director of Environmental Health Services; employees in the Methadone Maintenance Program and Environmental Management Council; and employees in management-confidential positions.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with 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 1st day of August 1979

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member

PERB 58.2