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State of New York Public Employment Relations Board Decisions from January 12, 1982

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from January 12, 1982

Keywords
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Comments
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This matter comes to us on the exceptions of the Newburgh Teachers Association, Local 1867, NYSUT, AFT, AFL-CIO (Local 1867) to a hearing officer's decision dismissing its charge that the City School District of the City of Newburgh (District) refused to execute a collective bargaining agreement. 1/ Local 1867's charge alleges that, on October 30, 1979, authorized representatives of the District agreed upon terms and conditions of employment to succeed a contract that had expired on June 30, 1979, but that when the memorandum was presented to the District in the form of a contract, the District refused to execute the document.

The hearing officer specified two bases for his decision

1/ The hearing officer issued a consolidated decision in which he disposed of Case No. U-4959, as well as the matter herein. There are no exceptions to that part of his decision which dealt with the issues in U-4959. Accordingly, those issues are not before us.
dismissing the charge. The first was that the District was under no obligation to execute the alleged contract because it had not been ratified by the School Board, the right to such ratification having been agreed upon by the parties. The second was that the alleged contract submitted by Local 1867 to the District for execution did not contain the precise terms that had been agreed upon by the parties. Local 1867 makes two arguments in support of its exceptions, both of which are addressed to the first basis of the hearing officer's decision. It contends that the hearing officer erred in determining that the School Board had not ratified the agreement and it argues that, in any event, ratification of the contract by the School Board was unnecessary.

We need not reach either of the issues presented by Local 1867's exceptions. The hearing officer found that the alleged contract submitted by Local 1867 to the District clearly gave to substitute teachers salary increases that had not been agreed upon on October 30, 1979. The record shows this to be the case. Indeed, it shows that there were extensive negotiations after the agreement of October 30, 1979, and that these further negotiations involved differences between the parties that were not resolved. Accordingly, there was no final agreement between the parties.

NOW, THEREFORE, WE AFFIRM the decision of the hearing officer that the District was not obligated to execute the alleged contract, and

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

DATED: January 11, 1982
Albany, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
The charge herein was filed by Harry Farkas, an employee of the New York State Department of Health (Department) who is in the Professional, Scientific and Technical Employees Negotiating Unit. It alleges that the Public Employees Federation (PEF) did not represent him fairly in connection with a complaint that the Department improperly denied him a promotion from his position of Associate Radiological Health Engineer, G-27, to Principal Radiological Health Engineer, G-31. The hearing officer dismissed the charge on the ground that the events it complains about occurred more than four months before the date that it was filed. The matter now comes to us on Farkas' exceptions.

FACTS

Farkas, who was then 67 years old, complained to PEF on March 24, 1980 that he had been illegally passed over for promotion because of his age and he asked its assistance in
obtaining the promotion. PEF denied Farkas' request on April 1, 1980, indicating that it had reviewed his complaint with the Civil Service Commission and was satisfied that the Department of Health had not acted illegally. Farkas then filed an improper practice charge against PEF (Case No. U-4779) in which he complained that PEF's rejection of his request for assistance constituted a violation of its duty of fair representation. A pre-hearing conference was held in this case on August 5, 1980 at which Farkas withdrew the charge on the condition that PEF would advise him of the nature of its investigation of his complaint against the Department and would provide him with an attorney's analysis of the legality of the Department's action.

PEF's attorney sent Farkas a legal analysis of the situation on October 7, 1980 which reaffirmed PEF's conclusion that the Department had committed no legal wrong and informed Farkas that PEF would take no further action. This did not satisfy Farkas. Arguing that PEF's attorney's letter did not satisfy the conditions for the withdrawal of the charge, he made several requests to the hearing officer that the case be reopened. On January 14, 1981, the hearing officer wrote Farkas that the case would not be reopened because the conditions of the withdrawal had been met. The charge herein was filed on April 21, 1981.

Some changes in the status of the position which Farkas was seeking were made during the time between his original complaint to PEF and the filing of the instant charge. The most important of these was that the position, which had been previously filled on a provisional basis, was later filled by a permanent appoint-
Also, on December 19, 1980, a staff member of the Equal Employment Opportunity Commission (EEOC) notified the Department that an investigation of a complaint by Farkas revealed that the Department's failure to promote him constituted a violation of the Age Discrimination Act of 1967. Subsequently, on February 27, 1981, the EEOC wrote to Farkas that its attempt to conciliate the matter had been unsuccessful and that, having reviewed the issues, it had decided to take no further action. Farkas sent copies of the letters of EEOC to PEF on March 23, 1981.

The hearing officer determined that the conduct of PEF in the instant charge is the same as that complained of in U-4779. Thus, the allegedly improper conduct of PEF occurred on April 1, 1980, when it first refused to support Farkas' position. In accordance with this reasoning, the time to file the charge expired on August 1, 1980. Taking an alternative approach to the case, the hearing officer reasoned that PEF might have committed a further violation on October 7, 1980 when, after reconsidering Farkas' complaint pursuant to the agreement settling the earlier case, it once again refused to represent him. In accordance with this reasoning, the time to file the charge expired on February 7, 1981. In either case, according to the hearing officer, the filing of the charge on April 21, 1981 was too late.

Farkas specifies ten exceptions to the hearing officer's decision, but, as the arguments overlap, four positions emerge.
He first argues that Case U-4779 should be reopened, his withdrawal of the charge herein being a nullity in that the conditions for that withdrawal were not met. Without reaching the questions whether, or on what conditions, a charge can be reinstated once it is withdrawn, we reject his position because it was not presented to us in a timely fashion. The hearing officer in Case U-4779 ruled on January 14, 1981 that the case could not be reopened because the conditions that had been imposed upon PEF for its withdrawal had been met. That rule constituted a final disposition of the matter by the hearing officer. It could have been brought to our attention pursuant to §204.10 of our Rules which permit exceptions within 15 working days of a hearing officer's decision. Not having followed this procedure, Farkas cannot now be heard to propose the reinstatement of Case U-4779.1/

Farkas' second argument is that the charge in the instant case is timely because the four-month limitation period set forth in our Rules was tolled between October 13, 1980 when he first requested the reopening of U-4779 and January 14, 1981 when his request was denied. Thus, because the actionable impropriety of PEF occurred on October 7, 1980, the charge herein is timely. There is no legal basis for Farkas' argument that the time to file the charge was tolled because a request was pending in a related case. A party is expected to protect its interest by filing a

1/ See Board of Education, New York City (Behrens), 14 PERB ¶3034 (1981).
timely charge even while pursuing other avenues of redress.\textsuperscript{2} In any event, Farkas had between January 14, 1981 and February 7, 1981 to file a timely charge after the hearing officer's ruling in U-4779.

The third argument made by Farkas is that changes in the underlying situation after March 24, 1980 distinguish the instant charge from the earlier one and make it timely. Farkas' position is that he is entitled to a new consideration by PEF on the merits of his complaint that the Department passed him over for promotion each time he calls PEF's attention to a new circumstance relating to it. Thus, when on March 23, 1981, he informed PEF that the EEOC had found merit in his complaint, it should have made a new determination as to whether it would support him. Accordingly, its refusal to support him after being notified of the EEOC's position constituted an independent violation of the duty of fair representation and one for which a timely charge was filed on April 21, 1981.

While we can conceive of changes in circumstances of sufficient magnitude to require an employee organization to reassess its determination to support the complaint of a unit employee, not every change compels such a reconsideration. Otherwise, there could be no finality to any decision involving the complaint of a unit employee because, in the nature of things, changes occur with the passage of time. We find nothing on the face of the charge herein to distinguish it from the

\textsuperscript{2}See Board of Education, New York City (Greenberg), 12 PERB \$3069 (1979).
charge in U-4779 except for details that are not significant. A letter from a member of the staff of EEOC, stating that the Age Discrimination Act of 1967 was violated, is not of such magnitude, particularly when the EEOC later declined to take any further action to enforce the Act which is entrusted to its care.

Farkas' fourth contention is that, in his opinion, the hearing officer did not specifically deal with each of the arguments that he raised in support of his charge or explain all of those arguments. He complains that this failure might indicate that the hearing officer had failed to take some of the arguments into account and that, in any event, the hearing officer's failure to state his arguments made it appear that the arguments did not exist, thus making him appear foolish. Having reviewed the record, including the exceptions and arguments, we determine that the hearing officer dealt with all the issues of consequence that came before him and that Farkas was not prejudiced by the fact that not all of his arguments to the hearing officer were addressed in the hearing officer's decision.

NOW, THEREFORE, WE AFFIRM the decision of the hearing officer, and
WE ORDER that the charge herein be, and it hereby is, DISMISSED

DATED: January 11, 1982
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
This matter comes to us on the exceptions of the Vestal Central School District (District) to a hearing officer's decision that it violated its duty to negotiate in good faith with the Vestal Teachers Association, NYEA/NEA (Association) in that it reduced the salaries of guidance counselors when it unilaterally eliminated one of two weeks working time that had been customarily worked by the guidance counselors during the month of August. The District does not challenge the Association's allegation that it laid off its guidance counselors for one week in August and the Association does not allege that the District refused to negotiate the impact of its action. The sole question presented by the charge is, therefore, whether the District's conduct was lawful.

The guidance counselors had worked two weeks each August during each of the seven years preceding 1980. Their primary duties during this two-week period were to review student course...
schedules, to check those schedules that were rejected by the computer and to resolve scheduling conflicts for individual students. By 1980, this assignment no longer required two weeks for its performance because declining student population and increasingly efficient procedures had diminished the amount of work that had to be performed. The District, therefore, told its guidance counselors in May 1980, that they would be laid off for one week in August 1980, because of a lack of work. This information was brought to the attention of the Association's president on June 24, 1980.

In a line of cases beginning with City of New Rochelle, 4 PERB ¶3060 (1971) and most recently in Schuylerville CSD, 14 PERB ¶3035 (1981), this Board has held that:

"a public employer may, for good business reasons, reduce the services that it provides to the public. Such a good faith reduction in services may justify the public employer in reducing its employees' workload with a commensurate reduction in salaries."
Schuylerville CSD, supra, at p. 3058.

These decisions parallel a line of decisions of the National Labor Relations Board which hold that layoffs necessitated by curtailment of production for business reasons are lawful.

As noted by the hearing officer, the instant situation could be distinguished from the one covered by the above-cited line of cases of this Board. Here the guidance counselors were not laid off because the District chose to reduce the services that it provides to the public, but because less work was required to provide the same services that had been previously provided. Under the National Labor Relations Act, this distinction may be
of no consequence. A layoff because of lack of work has not been held to be unlawful. Tidewater Iron & Steel Co., 9 NLRB 624 (1938). However, the hearing officer determined that this principle is not applicable under the Taylor Law by virtue of our decision in State of New York (SUNYA), 13 PERB §3044 (1980).

The reasoning of State of New York cannot be applied to the facts in the instant situation. In that case the State directed the absence of some nonprofessional employees on the day following Thanksgiving Day on the basis that classes were not in session on that day and that heating costs could thereby be saved. In the past, they did, however, work on that day following Thanksgiving, even though classes were not in session. Accordingly, there was no indication in that record that lack of work on that day for the affected employees justified the layoff of those employees. On those facts, we said that the State could direct the employees not to come to work, but only so long as the directed absences were without loss of employees' salaries or benefits.¹

In the case before us, the evidence establishes a significant diminution of the amount of work available to be performed by the guidance counselors. Accordingly, we reach the conclusion of fact that they were laid off for one week in August because of a lack of work for them.

¹ For reasons that are not here relevant, no violation was found in that case.
This conclusion presents the question whether under the Taylor Law, like under the NLRA, an employer that lays off employees because of a lack of work may impose a commensurate reduction in their salaries. Although not specifically encompassed by our decisions such as City of New Rochelle, supra, and Schuylerville CSD, supra, the reasoning of those decisions applies to layoffs because of lack of work to the same extent that it does to layoffs because of a curtailment of services. We, therefore, determine that the charge before us is without merit. 2/

NOW, THEREFORE, WE REVERSE the hearing officer, and WE ORDER that the charge herein be, and it hereby is, DISMISSED.

DATED: January 12, 1982
Albany, New York

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

2/It is unnecessary for us to reach the question whether a public employer is required to give notice to an employee organization of its intent to layoff employees without pay so that the employee organization may seek negotiations to ameliorate the impact of the layoffs. The Association has not alleged insufficient notice in the case before us and indeed has acknowledged that it has not been denied an opportunity to negotiate the impact.
This matter comes to us on the exceptions of the Village of Mineola to a hearing officer's decision that it discriminatorily discharged Louis Leno. The Village had claimed that it discharged Leno for bona fide business reasons but the hearing officer found that the reasons given by the Village for Leno's discharge were not supported by the record. He concluded that the Village would not have fired Leno but for his efforts to organize the Village's employees on behalf of the Teamsters.

In support of its exceptions, the Village argues that the facts found by the hearing officer are not supported by the record. Having reviewed the evidence, we determine that it supports the hearing officer's findings of fact and that it establishes a flagrant violation of the Act.
NOW, THEREFORE, WE AFFIRM the decision of the hearing officer, and
WE ORDER the Village of Mineola to:
1. Offer Leno reinstatement to his former position;
2. Compensate Leno for any loss of pay and benefits suffered by reason of his termination from the date thereof to the date of the offer of reinstatement less any earnings derived from other employment, with interest at the annual rate of three percent.
3. Cease and desist from interfering with, restraining, coercing or discriminating against its employees for the exercise of rights protected by the Act;
4. Conspicuously post a notice in the form attached at all locations throughout the Village ordinarily used to communicate information to unit employees.

DATED: January 11, 1982
Albany, New York

[Signatures]
NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify our employees that:

(1) The Incorporated Village of Mineola will offer Louis Leno reinstatement to his former position.

(2) The Incorporated Village of Mineola will make Louis Leno whole for any loss of pay and benefits suffered by reason of his termination from the date thereof to the date of the offer of reinstatement less any earnings derived from other employment, with interest at the annual rate of three percent.

(3) The Incorporated Village of Mineola will not interfere with, restrain, coerce or discriminate against its employees for the exercise of rights protected by the Act.

Incorporated Village of Mineola

Dated ........................................

By ................................................
(Representative)  (Title)

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.
On September 8, 1980, Counsel to the Public Employment Relations Board (Counsel) filed a charge alleging that the Brentwood Clerical Association (Association) caused, instigated, encouraged, condoned and engaged in a strike against the Brentwood Union Free School District (District) on May 23, 27, 28 and June 2, 3, 4, 8 and 9, 1980. The hearing officer determined that employees of the District engaged in a strike against it on the eight days specified in the charge, but that the evidence did not establish any responsibility of the Association for that strike. Counsel has filed no exception to this determination. On the contrary, he acknowledges that the evidence is not sufficient to sustain a finding implicating the Association in the strike.

1 The hearing officer’s decision also dismissed an improper practice charge filed by the Association against the District (Case No. U-4752). No exceptions were taken to that part of the consolidated decision and it is, therefore, not before us.
Accordingly, we affirm the decision of the hearing officer and WE ORDER that the charge herein be, and it hereby is, DISMISSED.

DATED: Albany, New York
January 11, 1982

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

In the Matter of : #2F-1/1/282
MIDDLE COUNTRY TEACHERS ASSOCIATION, : 
Respondent, : BOARD DECISION AND
-and- : ORDER
JOSEPH WERNER, : CASE NO. U-5145
Charging Party. :

JAMES R. SANDNER, ESQ. (NANCY E. 
HOFFMAN, ESQ. of Counsel), for 
Respondent

STUART A. ROSENFELDT, ESQ., for Charging 
Party

This matter comes to us on the exceptions of Middle Country 
Teachers Association (MCTA) to a hearing officer's decision which 
sustained an improper practice charge filed by Joseph Werner 
(Werner) on January 2, 1981. The hearing officer found that MCTA 
had failed to provide adequate financial information to Werner 
with the refund check given to Werner applicable to that portion 
of his agency fee deductions submitted to its affiliates, New 
York State United Teachers (NYSUT) and American Federation of 
Teachers (AFT), for 1978-79. The hearing officer determined 
that such failure constituted a violation of §209-a.2(a) of the 
Act.

Pursuant to MCTA's agency fee refund procedure, Werner 
requested a refund of agency fee deductions for the year 1978-79.
In October 1979, Werner received a check for $2.37 from MCTA representing its agency fee refund. The instant charge does not allege any impropriety in MCTA's refund or with regard to any information it may have provided to Werner regarding its expenditures. Werner thereafter received, on September 2, 1980, a check for $1.80 representing the agency fee refund for that portion of the monies which MCTA forwarded to NYSUT and AFT. No financial information accompanied this check. Werner returned the check and requested a financial breakdown. MCTA responded that it did not have such information but would forward Werner's request to NYSUT, which it did. Werner received no information relating to NYSUT or AFT expenditures prior to filing his charge.

Relying on prior decisions of this Board, the hearing officer concluded that MCTA has the obligation to provide necessary financial information relating to its affiliates at the time of the refund attributable to the affiliates and that failure to do so constituted a violation of the Act. The hearing officer also concluded that certain financial information furnished to Werner in May 1981, apparently as a result of another charge filed by Werner, was not adequate.

As a remedy for the violation found, the hearing officer directed MCTA: (1) to refund to Werner the amount forwarded from his agency fee deductions for 1976-79 to NYSUT and AFT, with

\[\text{UUP (Barry), 13 PERB \$3090; Hampton Bays, 14 PERB \$3018; and East Moriches, 14 PERB \$3056.}\]
Board - U-5145

interest at 6% per annum; (2) to amend its refund procedure within 30 days to establish a method for furnishing financial information regarding expenditures of its affiliates, and if MCTA fails to do so, its right to collect agency fee deductions is suspended; (3) at the time of any future refund, to furnish an itemized, audited statement of the complete receipts and expenditures of its affiliates, which receive either directly or indirectly, any portion of their revenue from agency fees or dues, together with the basis of the determination of the amount of refund, including identification of those items of expense determined to be refundable or nonrefundable; and (4) to post appropriate notices.

EXCEPTIONS

In its exceptions, MCTA argues that:

(1) The charge is premature because Werner failed to exhaust the organization's internal refund procedure;

(2) MCTA did not violate the Act since the Act does not require the furnishing of financial information at the time of refund, and in any event, MCTA made a reasonable effort to obtain such information;

(3) The hearing officer should not have considered the adequacy of the financial information furnished to Werner since it was furnished in connection with another charge, but, in any event, such information was adequate under the Board's decision in East Moriches;
(4) The hearing officer's direction to refund all of the deductions transmitted to the affiliates, and the direction to amend the procedures, subject to suspension of the right to agency fee deductions, are inappropriate and punitive; the acts complained of took place prior to the Board's decisions relied on by the hearing officer and there is no evidence in the record of MCTA's bad faith; furthermore, the charge did not challenge the adequacy of the procedures;

(5) Assuming that Werner is entitled to financial information, the only appropriate remedy in this case is a direction to MCTA to provide such information.

Werner's response to the exceptions asserts that the charge is not premature; that this Board's decision in UUP (Barry) disposes of all substantive issues in this case; and that the only issue is the propriety of the remedy directed by the hearing officer, which Werner believes to be reasonable and appropriate.

DISCUSSION

We affirm the hearing officer's determination that the failure of MCTA to provide adequate financial information as to the basis of its affiliates' refund at the time that refund was made constitutes a violation of §209-a.2(a) of the Act. UUP (Barry) 13 PERB ¶3090; Hampton Bays, 14 PERB ¶3018; East Moriches,
14 PERB ¶3056 and Westbury, 14 PERB ¶3063. We conclude that MCTA's exceptions to that substantive determination raise issues identical to those dealt with and determined by us in our prior decisions. For the reasons set forth in those decisions we find the exceptions in this case to be without merit.

We conclude, however, that there is merit to one of MCTA's exceptions to the remedial order proposed by the hearing officer. In Westbury, we recognized that an order directing the refund of the agency fee deductions of the charging party and suspension of the right to collect agency fees would be - in principle - an appropriate remedy for failure to provide adequate financial information since such a remedy is reasonably designed to prompt an employee organization to meet its obligations under the Act. In that case, however, we declined to order an immediate refund and suspension where the record revealed that the failure to furnish the information occurred prior to clarification of the organization's obligation by this Board. Since the same circumstance is present in this case, we consider it appropriate to adopt a remedial order similar to that adopted in Westbury. Amendment of MCTA's refund procedures is not necessary since our order will directly impose on the organization the requirement for financial disclosure.

NOW, THEREFORE, we determine that Middle Country Teachers Association has violated §209-a.2(a) of the Act and

WE ORDER THAT

(1) The Middle Country Teachers Association shall furnish to Joseph Werner, within 30 days of the date of this order, an itemized, audited statement.
of receipts and disbursements for 1978-79 of any of its affiliates receiving any portion of their revenues from the Middle Country Teachers Association agency fees or dues, such statement to indicate the basis of the determination of the amount of refund, including identification of those disbursements of its affiliates that are refundable and those that are not. Should it fail to do so, Middle Country Teachers Association shall cease and desist from collecting any agency shop fees from Joseph Werner until such time as it furnishes him with such statement and shall refund to Joseph Werner the amount forwarded from his agency fee deduction for 1978-79 to NYSUT and AFT with interest at the rate of 6% per annum.

(2) At the time of making any other and future refunds to agency fee payers, the Middle Country Teachers Association shall furnish to such persons, together with those refunds, an itemized, audited statement of its receipts and disbursements and those of any of its affiliates receiving any portion of their revenues from agency fees or dues, such statement to indicate the basis of the determination of the amount of refund, including identification of those disbursements of the Association and its affiliates that are refundable and those that are not.
(3) The Middle Country Teachers Association shall post a notice in the form attached on all bulletin boards regularly used by the Association to communicate with unit employees.

DATED: Albany, New York
January 11, 1982

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randies, Member
APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO
THE DECISION AND ORDER OF THE
NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the
NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all unit employees that:

We will, at the time of making all future refunds to agency fee payers, furnish to such persons, together with those refunds, an itemized, audited statement of the Association's receipts and disbursements and those of its affiliates receiving any portion of their revenues from agency fees or dues, such statement to indicate the basis of the determination of the amount of refund, including identification of those disbursements of the Association and its affiliates that are refundable and those that are not.

MIDDLE COUNTRY TEACHERS ASSOCIATION
Employee Organization

Dated .......................................... By .......................................................... (Representative) (Title)

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
BEACON CITY SCHOOL DISTRICT,
- and -
Employer,

BEACON ASSOCIATION OF OFFICE PERSONNEL,
NYEA/NEA,
- and -
Petitioner,

CITY OF BEACON SCHOOL DISTRICT UNIT,
DUTCHESS COUNTY EDUCATIONAL CHAPTER,
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

Case No. C-2326

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 repre­
sentative has been selected,

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

IT IS HEREBY CERTIFIED that the Beacon Association of Office
Personnel, NYEA/NEA

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

Unit: Included: all full-time positions and ten (10) month
and eleven (11) month positions of the
clerical staff of the City of Beacon School
District

Excluded: confidential secretary to the Superintendent
of Schools and District Clerk.

Further, IT IS ORDERED that the above named public employer
shall negotiate collectively with the Beacon Association of Office
Personnel, NYEA/NEA

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

Signed on the 11th day of January, 1982
Albany, New York

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

In the Matter of:
KESHEQUA CENTRAL SCHOOL DISTRICT,
Employer,

-and-
UNITED TEACHERS OF KESHEQUA, NYEA/NEA,
Petitioner,

-and-
KESHEQUA CENTRAL TEACHERS ASSOCIATION,
NYSUT/AFT, 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

United Teachers of Keshequa, NYEA/NEA

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

Unit: Included: All professional, certificated personnel

Excluded: Chief Executive Officer, Elementary Principal, Secondary Principals and Guidance Director

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

United Teachers of Keshequa, NYEA/NEA

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

Signed on the 12th day of January, 1982
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

PERB 58.3

7292