State of New York Public Employment Relations Board Decisions from August 24, 1983

New York State Public Employment Relations Board
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Keywords
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Comments
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This matter comes to us on the exceptions of the Spencerport Central School District (District) to a hearing officer's decision that it violated §209-a.1(d) of the Taylor Law by changing a procedure for advance reporting of absences, without having negotiated the change with the Spencerport Teachers Association (Association), the representative of the teachers.

Under the procedure prior to September 1982, teachers who expected to be absent were required to inform the "substitute" office. They could do so by telephone at any hour of the day or night, leaving a message on a recording device when the office was not staffed.
Under the new procedure, a teacher expecting to be absent was required to inform his immediate supervisor. Each of the ten supervisory employees issued a notice as to when he could be called. Some wished to be called at about 6:00 a.m., others at about 7:00 a.m. All indicated their willingness to be called the previous evening up to either 9:00 or 10:00 p.m., and some were willing to accept calls late at night in emergency situations, while other were not.

The District argued that the change that it made in September 1982 was administrative in nature and a management prerogative, and, hence, not subject to negotiation. This argument was rejected by the hearing officer. He found that the new procedure was more than an administrative change, because under the old procedure a teacher could report his anticipated absence at any time during the day or night, while under the new procedure a teacher who became ill after 9:00 or 10:00 p.m. might suffer a hardship in having to wait until 6:00 or 7:00 a.m. to report. Applying the balancing test specified in City of New Rochelle, 13 PERB ¶3082 (1980), the hearing officer noted that there was no evidence in the record nor any argument made by the District indicating that the change would have a major impact upon the District's managerial responsibilities.

The exceptions argue that the hearing officer erred in finding that the impact of the change upon teachers was
significant and that, even if it were, the District would be required to negotiate only the impact of the change, and not the change itself. They also argue that the hearing officer erred in relying upon the absence of evidence as to the District's reasons for requiring a new procedure. The District notes that the case came to the hearing officer on a stipulated record which did not deal with the District's reasons and it contends that if he considered the matter material to his decision, the hearing officer should have held a hearing.

We affirm the decision of the hearing officer. The unilateral change made by the District involved a mandatory subject of negotiation in that it deprived teachers of the opportunity to report an illness during late night hours, compelling them to awaken early the following morning in order to do so. Accordingly, the subject of when such reports can be made is a term and condition of employment of the teachers.

We also conclude that the hearing officer committed no error in relying upon the record as made by the parties' stipulation. The District was given the opportunity to propose whatever information it thought relevant for inclusion in the stipulation that constitutes the record. The absence of any submission regarding its reasons for making the change was the result of its own decision.
NOW, THEREFORE, WE ORDER the District to:

1. cease and desist from requiring compliance with the new call-in procedure for reporting teacher absences, and to forthwith return to the procedure in effect prior to September 1982;

2. negotiate in good faith with the Association over terms and conditions of employment;

3. sign and post the attached notice at all locations normally used to communicate with employees in the unit represented by the Association.

DATED: August 24, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, 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 our employees in the negotiating unit represented by the Spencerport Teachers Association that the Spencerport Central School District will:

1. Not require compliance with the new call-in procedure for reporting absences and will forthwith return to the procedure in effect prior to September 1982;

2. Negotiate in good faith with the Association over terms and conditions of employment.

Spencerport Central School District

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.
This matter comes to us on the exceptions of AFSCME N.Y. Council 66 and its affiliated Local 515B, City of North Tonawanda Housing Authority Employees (AFSCME) to the decision of the hearing officer dismissing its charge that the City of North Tonawanda Housing Authority (Authority) violated CSL §209-a.1(a), (c) and (d) when on April 30, 1982, it terminated the employment of Robert Graap, a member of the negotiating unit represented by AFSCME.

This charge involves events which occurred during the pendency before us of an earlier charge filed by AFSCME on
behalf of Graap; in particular, between the date of the hearing officer's decision on that earlier charge - December 22, 1981, and the date of our decision affirming the hearing officer - May 10, 1982. The hearing officer had found that the Authority's termination of Graap on May 15, 1981 constituted an improper practice and ordered the reinstatement of Graap to his former position, retroactive in all respects to the date of his termination. In affirming the hearing officer we directed the same remedy.

After the hearing officer's decision on the earlier charge, the Authority's attorney requested AFSCME's attorney to consent to an extension of time to file exceptions. AFSCME's attorney consented on condition that the Authority reinstate Graap. The condition was accepted and Graap was reinstated on or about January 18, 1982, pending this Board's decision, at the same rate of compensation he had previously received.

On April 30, 1982, however, this arrangement was ended and

1/City of North Tonawanda Housing Authority, 14 PERB ¶ 4672 (1981), aff'd 15 PERB ¶ 3044 (1982).

2/It appears from the record in the earlier case that, prior to his first termination Graap's position of maintenance laborer had been reclassified to maintenance mechanic, but pursuant to an agreement between AFSCME and the Authority, he continued to receive the pay of a maintenance laborer with the understanding that he would be assigned only the duties of that position. The subsequent assignment of out-of-title work led to the filing of grievances which, we found, was the reason for his termination in 1981.
he was separated from his employment. The issue presented in this case is whether the second termination decision was improperly motivated or was for legitimate reasons. We agree with the hearing officer that the Authority's action must be viewed with suspicion because it urges that the second termination was based, in large part, on financial reasons which we rejected as the true motivation in the first case. Nevertheless, on the basis of the record in this case, we must affirm the hearing officer's decision that AFSCME has not established that the April 1982 termination was motivated by Graap's participation in activities protected by the Taylor Law.

FACTS

As in the first case, AFSCME relies exclusively on testimony regarding the activities and statements of the Authority's Executive Director, Krause. AFSCME refers to incidents which occurred following Graap's return to work in January 1982, as evidence that the earlier grievances and a grievance filed by him on March 15, 1982, were the principal reasons why Graap's position was eliminated in April, and not the financial concerns of the Authority. It urges that Krause's antipathy, established in the prior proceeding, was again the motivating factor in Graap's termination.

Graap testified that after his reemployment he questioned his lack of overtime assignments and Krause told him that he was not entitled to overtime under the collective bargaining
agreement. Graap's health insurance was not restored for almost a month after he returned and he had to complain to AFSCME before he was given contractual sick days. Krause also told him that, pending the decision on the improper practice charge, he was not entitled to vacation leave. Graap also testified concerning a grievance which he filed objecting to the placing of an adverse performance evaluation in his personnel record. That grievance was not pursued by AFSCME, apparently because it acknowledged the employer's right to place performance evaluations in personnel records. All of these events occurred prior to March 31, 1982. AFSCME also relies upon a conversation between Graap and Krause on April 22, 1982, in which Krause stated, among other things, that Graap got "everyone upset" by his filing of the original grievances regarding out-of-title pay.

In the hearing on the first charge only Krause testified on behalf of the Authority and the hearing officer rejected his testimony that Graap's position was eliminated due to financial reasons. We stated that we found no basis for disturbing the hearing officer's credibility determinations. In the hearing of the instant charge, however, three members of the Authority, including two who made up the Budget Committee, testified. They testified that, in accordance with the usual budgetary process, Krause submitted to the Budget Committee a draft budget for the fiscal year beginning April 1, 1982, which
contained all existing blue-collar positions, including Graap's. The Budget Committee decided to eliminate funding for one blue-collar position in order to achieve a balanced budget. The parties stipulated on the record that there was unit-wide seniority for layoff purposes and that Graap was the least senior unit employee. The Budget Committee submitted its budget to the full Board for approval. Both members of the Budget Committee testified that neither they nor, to their knowledge, any other Authority member ever discussed with Krause the abolishment of Graap's job. Without further input or discussion with Krause, the Board, on or before April 1, 1982, approved the budget containing the elimination of funding for Graap's position. The Board members testified that this was done not only because of the perceived necessity of doing so in order to balance the budget, but also because it had been observed that no deterioration had occurred to the Authority's buildings and grounds during Graap's prior improper termination and that, in their judgment, the position was not needed to keep the premises maintained.

Graap was notified by Krause on March 31, 1982, that his laborer position would not be funded for the ensuing fiscal year and that, accordingly, his services would be terminated on March 31, 1982. After AFSCME's attorney complained to the Authority's attorney that this would violate their agreement to retain Graap until this Board's decision, the Authority agreed to retain Graap. Since there was no funded position out of
which to pay Graap he was paid out of other funds and the Authority considered him to be in the status of an independent contractor. This arrangement ceased on April 30, 1982, when Graap was advised that his services would terminate on that date because of lack of funds.

DISCUSSION

We are, of course, constrained to decide the merits of improper practice charges on the basis of the record evidence before us in each case. On the basis of such evidence, we may resolve credibility issues, draw reasonable inferences, and make findings of fact. In a case such as this one, however, it would be unreasonable for us to ignore entirely our findings made little more than a year ago in a case involving the same parties and essentially the same situation.

The difference between the first case and this one, however, is in the nature of the proof submitted by the Authority. In analyzing the evidence presented to him in the first case the hearing officer stated: "In view of the inference of colorable motive founded upon Krause's misbehavior, it was incumbent upon the Authority to come forward with credible evidence of the propriety of its action" (14 PERB ¶4672, at pp. 4842-3). In affirming the hearing officer's decision we stated: "It is based upon conclusions that flow logically from uncontested allegations of fact". (15 PERB ¶3044, at p. 3073).
In this case the Authority has presented uncontroverted testimony that its members were not influenced by, nor shared, Krause's "antipathy" toward Graap when the decision was made by them not to fund the position occupied by Graap. It presented uncontroverted testimony that that decision was based only on financial considerations and the members' judgment that a blue-collar position had to be eliminated. In consequence of that determination, Graap, being the least senior in the unit, was terminated. The Authority presented uncontroverted testimony that the decision was made and was intended to be effectuated on or before April 1, 1982, and that Graap's continued employment to April 30, 1982, was due entirely to the agreement between the attorneys. Given such evidence of the Authority's conduct and motivation, we cannot in this case, as we could in the first case, attribute to the Authority the motivation inferable from Krause's conduct and statements. Accordingly, we must affirm the hearing officer's dismissal of AFSCME's charge.

This decision does not affect our order issued in the first case. We there found that Graap had been illegally terminated in 1981 and we directed that he be reinstated, retroactive in all respects to the date of his termination and be made whole for any loss of pay and benefits. We now find that his termination in April 1982 was not unlawful. An employee restored to a position by virtue of our order does not thereby receive permanent immunity from discharge.
NOW THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: August 24, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randlès, Member
In the Matter of

STATE OF NEW YORK (INSURANCE DEPARTMENT LIQUIDATION BUREAU),

Respondent,

-and-

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

Charging Party.

GRAUBARD, MOSKOVITZ, McGOLDRICK, DANNEIT & HOROWITZ, ESQS., for Respondent

ROEMER AND FEATHERSTONHAUGH, ESQS. (DONA S. BULLUCK, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to a decision of the Director of Public Employment Practices and Representation (Director) dismissing its charge that the Liquidation Bureau of the Insurance Department of the State of New York (Bureau) violated §209-a.1(d) of the Taylor Law by unilaterally changing the wages of certain Bureau employees.
CSEA was not the recognized or certified representative of the employees of the Bureau at the time when the alleged unilateral action occurred. It did have a representation petition pending before this Board.

The Director dismissed the charge on the ground that the Bureau had not been obliged to negotiate with CSEA because it was not recognized or certified. In its exceptions CSEA argues that the dismissal should have been a conditional one, permitting the reinstatement of the charge if it should be certified in the representation proceeding then pending. It asserts that this is necessary in order to prevent a time bar of the charge if the certification takes place more than four months after the alleged improper conduct.

We affirm the decision of the Director. That CSEA was neither recognized nor certified at the time when the Bureau allegedly changed the wages of its employees is a substantive rather than a procedural defect in the charge. As the Bureau was not obliged to negotiate with CSEA at the time when it allegedly acted unilaterally, the subsequent certification of CSEA could not impose a retroactive duty upon the Bureau to negotiate the change as of the time it was made.

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1/Section 209-a.1(d) provides that it is improper for a public employer "to refuse to negotiate in good faith with the duly recognized or certified representatives of its public employees." (emphasis supplied)

2/City of Mount Vernon, 11 PERB ¶3095 (1978).
NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: August 24, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
The four cases before us all involve the Peekskill City School District (District) and the Peekskill Faculty Association, Local 2916, NYSUT (Association). The first three of the cases were consolidated by the hearing officer for hearing and decision, while the fourth was decided by her separately on a stipulated record. As each of the four
cases relates to negotiations for an agreement that was to succeed one that expired on August 30, 1982, we deal with them all in this decision.

FACTS

The parties commenced negotiations on April 26, 1982. The Association sought a three-year agreement, while the District sought a one-year agreement. At negotiation sessions held on May 10 and June 7, 1982, the parties "signed off" on various provisions that were in the prior agreement. The Association then filed an unrelated improper practice charge and no further negotiations took place until November 29, 1982.

The District changed its negotiator during the interim. The new negotiator agreed with the Association that a three-year agreement was desirable. He took the position, however, that nonmandatory items agreed upon the previous May and June be excluded from the contract being negotiated. The Association denied any obligation to renegotiate matters agreed upon the previous spring, but it indicated that it was willing to consider the District's proposals regarding these matters on a selective basis. The District then suggested that the parties negotiate the open issues while the status of the earlier agreements would be litigated.

This suggestion was not accepted by the Association, and it declared impasse on January 6, 1983. Six days later
the Director of Conciliation appointed a conciliator to assist the District and the Association to resolve the negotiation dispute, and he designated that person as fact finder. The parties met with the fact finder on one occasion, at which time he attempted to resolve the dispute by mediation.

The Association filed a charge against the District (U-6580) on January 13, 1983. It alleged that the District violated its duty to negotiate in good faith by repudiating previously agreed upon matters. Four days later the District filed two charges against the Association. The first (U-6587) alleged that the Association refused to negotiate the District's demand that certain items in the expired agreement be deleted from any subsequent agreement. In its second charge (U-6588), the District complained that the Association had declared impasse prematurely. Subsequently, in a third charge (U-6619), the District complained that the Association had improperly insisted upon demands involving nonmandatory subjects of negotiation.

DISCUSSION

1. The Association's Charge (U-6580)

The District raised four defenses to the Association's charge, all of which were rejected by the hearing officer. First it alleged that the parties did not actually "sign off" on the various agreements because their agreement was
conditioned upon further agreement of an entire package. Second, it asserted that the five and a half month hiatus between the initial agreements and the resumption of negotiations justified its reopening of the agreed upon items. Third, it contended that its change from seeking a one-year contract to advocacy of a three-year contract is sufficient to justify repudiation of the partial agreements. Finally, the District argued that the enactment of §209-a.1(e) of the Taylor Law in July 1982 justified its repudiation of so much of the prior agreements as involved nonmandatory subjects of negotiation.

These four arguments are now made by the District in its exceptions to the hearing officer's determination that its repudiation of its agreements of May and June 1982 was improper. We reject the first three arguments for the reasons stated by the hearing officer.

The record clearly indicates that the agreements of May and June 1982 had been unconditional. We further find that a five and a half month hiatus in negotiations does not justify a party's repudiation of agreements unless there has been a significant change in relevant circumstances during the interim. There is no showing that the change in the District's negotiating posture as to the term of the contract is of such significance. The obligations imposed by the
partial agreements were not related to an agreement of any particular duration.

The enactment of §209-a.1(e) after the partial agreements were reached does, however, justify the District's repudiation of those agreements to the extent that they covered nonmandatory subjects of negotiation. The withdrawal of a partial agreement may be justified under certain circumstances. For example, changed economic circumstances may justify withdrawal from a partial agreement before full agreement has been reached where there is no evidence of an intention to frustrate the reaching of a final agreement. Clinton Foods, Inc., 112 NLRB 239, 36 LRRM 1006 (1955). By analogy, the enactment of a new law which changes the legal effect of partial agreements may justify the withdrawal of those agreements.

The enactment of §209-a.1(e) has a significant impact upon nonmandatory subjects of negotiation contained in an expired agreement. They cannot now be withdrawn unilaterally by the public employer at the conclusion of the contract term

1/ In pertinent part, §209-a.1(e) provides:

It shall be an improper practice for a public employer or its agents deliberately . . . to refuse to continue all the terms of an expired agreement until a new agreement is negotiated . . . .
as was the case before the enactment. Accordingly, we determine that the District's repudiation subsequent to the amendment of agreements it made before the amendment, did not violate the Taylor law insofar as those agreements may have dealt with nonmandatory subjects of negotiation. However, as the new enactment did not make any such significant change in the effect of agreed upon mandatory subjects of negotiation, the District's repudiation of its agreements of May and June 1982 did violate the Taylor Law insofar as these agreements may have dealt with mandatory subjects of negotiation.

We will remand this matter to the hearing officer to determine which of the agreements of May and June 1982 involved mandatory subjects of negotiation and which did not, and to rule accordingly.

2. The District's Charges
   a. The Association's Refusal to Reopen Negotiations (U-6587)

      The hearing officer rejected most of the District's charge in case U-6587 on the ground that the Association had no obligation to negotiate matters already agreed

2/Contrast Board of Higher Education of the City of New York, 7 PERB ¶3028 (1974), and Cohoes City School District, 12 PERB ¶3113 (1979), with Niagara County, 16 PERB ¶3071 (1983).
upon. We affirm her decision. To the extent that the demands deal with mandatory subjects of negotiation that had been agreed upon unconditionally, we have already decided that the District's attempt to reopen negotiations was improper; to the extent that the demands deal with nonmandatory subjects, the Association is not required to negotiate them.

b. The Association's Premature Declaration of Impasse (U-6588)

We also affirm the decision of the hearing officer dismissing the District's charge that the Association declared impasse prematurely. In its exceptions, the District contends that the declaration of impasse was premature because the parties had not reached any of the Association's demands during the period following the resumption of negotiations. The District notes that it had offered to negotiate the Association's demands, while holding its own in abeyance pending a determination by this Board as to whether the District's demands were proper.

Determining that two of the demands listed in the District's charge did not deal with matters that had been agreed upon, the hearing officer found merit in so much of the charge as complained about the Association's refusal to negotiate them. There are no exceptions to this part of her decision.
The evidence supports the hearing officer's conclusion that the Association acted in good faith when it declared impasse. It reasonably believed that the District's repudiation of earlier agreements had so disrupted the negotiation process that third party assistance was necessary to achieve a basis for the resumption of negotiations.

c. The Scope of Negotiation Charge (U-6619)

The Association responded to the District's scope of negotiation charge by arguing that it did not set forth a prima facie case in view of the enactment of §209-a.1(e). The Association contended that the enactment changed all the allegedly nonmandatory subjects of negotiation which were contained in the expired agreement into mandatory subjects, because they could not be deleted by the District unilaterally. The hearing officer rejected this argument, concluding that the new enactment does not obligate a public employer to negotiate the incorporation into a new agreement of nonmandatory subjects contained in an expired agreement. As the Association did not address the merits of any of the scope of negotiation issues, the hearing officer ruled on them on the basis of the District's brief and her own analysis. She found all but parts of 4 of the 19 demands that she considered to cover nonmandatory subjects of negotiation.
The Association's exceptions do not deal with the merits of the scope decision. Rather, it reasserts its position that the enactment of §209-a.1(e) has mandated the negotiation of the continuation of all clauses of an expired contract even if the clauses would not ordinarily be mandatory. We affirm the decision of the hearing officer rejecting this argument. While §209-a.1(e) requires a public employer to continue the terms of an expired contract until a new agreement is reached, it does not require the public employer to negotiate a demand for the inclusion in a successor agreement of nonmandatory subjects of bargaining that may have been in the expired agreement.

The Association's exceptions also argue that the filing of the scope charge was premature in that it had never insisted that a fact finder make recommendations regarding any of its demands.4/ In the instant case,

4/In Monroe Woodbury Teachers Association, 10 PERB ¶3029 (1977), the majority of the Board held that improper insistence occurs when a party submits "open [nonmandatory] issues to a neutral for his nonbinding determination." Board Member Klaus wrote a dissenting opinion saying that a party does not "insist" upon the negotiation of a nonmandatory subject by submitting it for a fact-finding determination, as she deemed fact finding to be part of the negotiation process.
the District and the Association had one session with the fact finder appointed by the Director of Conciliation and did present all its demands to him. The record shows, however, that those demands were not presented to him for his formal recommendations as he was performing a mediatory function at that stage. The charge was, therefore, without any legal basis.

In its response to the Association's exceptions, the District argues that we should not now take cognizance of the fact that the demands had not been presented to the fact finder for formal recommendations because that fact is not set forth in the record. We reject this argument. While the Association did not make a timely allegation that the fact-finding process had not commenced before the charge was filed, the prematurity of the charge is apparent on the face of the charge. It does not allege that the Association submitted nonmandatory subjects of negotiation to a fact finder for his recommendations but that "the Association has not, as of this date, indicated that it will not pursue such items to fact finding . . . ." This anticipatory language revealed the operative fact. Accordingly, we find merit in this exception of the Association and we dismiss the charge.
NOW, THEREFORE, WE ORDER that:

1. Case No. U-6580 be remanded to the hearing officer to determine which of the agreements of May and June 1982 involved mandatory subjects of negotiation and which did not, and to rule accordingly;

2. The exceptions in Case No. U-6587 be, and they hereby are, dismissed.

3. The exceptions in Case No. U-6588 be, and they hereby are, dismissed;

4. The charge in Case No. U-6619 be, and it hereby is, dismissed.

DATED: August 24, 1983
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
HICKSVILLE UNION FREE SCHOOL DISTRICT, #3A-8/24/83
Employer.

-and-
CASE NO. C-2643
NASSAU EDUCATIONAL LOCAL 865, CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
Petitioner.

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

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

IT IS HEREBY CERTIFIED that Nassau Educational Local 865, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All teacher aides and teaching assistants.

Excluded: All other employees
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Nassau Educational Local 865, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: August 24, 1983
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  
DUTCHESS COUNTY BOCES,  
Employer,  

-and-  
DUTCHESS COUNTY BOCES SUPPORT PERSONNEL ASSOCIATION, NEA/NY,  
Petitioner.  

CASE NO. C-2649  

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 Dutchess County BOCES Support Personnel Association, NEA/NY 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:  Full and part-time Custodians, Custodial Workers, Hourly Custodial Workers, Bus Drivers, Cafeteria Workers, and Couriers.
Excluded: Supervisor of Building and Grounds, Cafeteria Manager and all others.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Dutchess County BOCES Support Personnel Association, NEA/NY and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: August 24, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member