State of New York Public Employment Relations Board Decisions from November 18, 1983

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CITY OF WHITE PLAINS,
Employer-Petitioner,

-and-

PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
LOCAL 274, IAFF,
Intervenor.

RAINS & POGREBIN, P.C. (PAUL J. SCHREIBER, ESQ., of Counsel), for Employer-Petitioner

LOMBARDI, REINHARD, WALSH & HARRISON, P.C. (RICHARD P. WALSH, ESQ., of Counsel), for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Professional Fire Fighters Association, Local 274, IAFF (Local 274) to a decision of the Director of Public Employment Practices and Representation (Director) removing deputy fire chiefs from a negotiating unit of fire fighters employed by the City of White Plains (City). The unit has been in existence at least since the enactment of the Taylor Law in 1967. It now consists of 5 deputies, 28 lieutenants and 142 fire fighters. The basis of the Director's decision is his conclusion that Local 274 took actions which subverted the deputy chiefs' supervisory responsibilities.
There is no question but that the deputy chiefs are supervisory employees. The Director ruled correctly that notwithstanding the length of time that a joint rank-and-file/supervisory employee unit has been in existence, and the extent of evidence that the two groups of employees show a community of interest, the two groups will be placed in separate units if the unit structure has subverted the supervisors' responsibilities.\^1 Local 274 argues, however, that the Director erred in finding that its actions subverted the deputy chiefs' exercise of supervisory responsibilities.

The record shows that Local 274's president, MacRae, wrote to the five deputy chiefs asking them to appear before the executive board of Local 274 "for the purpose of clarifying certain issues in dispute . . . ." Among the issues requiring clarification, according to MacRae's letter, were assignments given by those supervisors to fire fighters and procedures the deputy chiefs adopted to diminish the City's need for the services of off-duty fire fighters. Clearly, Local 274 was requiring the deputy chiefs to answer to it for the performance of their supervisory functions. Moreover, when Lobermann, one of the five deputy chiefs, did

\^1 The Director correctly cited Village of Scarsdale, 15 PERB ¶3125 (1982), in support of this ruling.
not appear before Local 274's executive board on the appointed date, Local 274 threatened to discipline him as a member. At the hearing MacRae testified that he could hold any member of Local 274 accountable to the Local for actions taken that were inconsistent with its collective bargaining agreement with the City. He was acting, he said, under this authority when he summoned the deputy chiefs to justify their performance of supervisory functions.

On this evidence, we find that Local 274 interfered in the deputy chiefs' performance of their supervisory functions. We further find that such interference constituted a subversion of effective supervision. Accordingly, we affirm the decision of the Director.

NOW, THEREFORE, WE ORDER:

1. that the deputy chiefs of the City of White Plains be, and they hereby are, placed in a separate negotiating unit as follows:
   Included: Deputy Chief
   Excluded: All other employees

2. that an election by secret ballot be held under the supervision of the Director among the employees of the above-described unit who were employed on the payroll date immediately preceding the date of
this decision unless Local 274, within fifteen days from receipt of this decision, submits to the Director evidence to satisfy the requirements of §201.9(g)(1) of the Rules for certification without an election.

3. that the City submit to the Director and Local 274, within fifteen days of receipt of this decision, an alphabetized list of all employees within the above unit who were employed on the payroll date immediately preceding the date of this decision.

DATED: November 18, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
The Croton Police Association (Association) has filed exceptions to a hearing officer's decision on a charge brought on March 22, 1983 by the Village of Croton-On-Hudson (Village) that the Association had violated Civil Service Law (CSL) §209-a.1(d) because of the premature submission of its demands to interest arbitration and their nonmandatory nature.

By its terms, the last agreement of the parties expired on May 31, 1982. On July 29, 1982, the Village, contemporaneously with the filing of its demand for
arbitration, also filed an improper practice charge alleging that certain provisions of the expired agreement, sought to be continued by the Association, and certain of its other negotiating proposals, were nonmandatory subjects of bargaining.

On November 5, 1982, the assigned hearing officer found that the Association's "manning" proposal was nonmandatory and that its demand for a "dental plan" had been withdrawn. No exceptions to that decision were filed.

By letter dated November 19, 1982, the Association notified the Village that it had modified its "manning" demand by substituting a "joint safety policy committee demand" and advised that a new dental plan would be forthcoming. The Village objected to the merits and the timing of the "additional proposals" on November 23, 1982. On March 11, 1983, the Association notified the arbitrator that it intended to arbitrate all issues, including "the formation of a Safety Committee and the institution of a Dental Plan". Thereupon, the Village filed the instant charge claiming, inter alia, that the timing of the Association's demands constituted a failure to negotiate in good faith.

\[1/15\] PERB 14644.
The hearing officer, citing precedents, concluded that the Association, by insisting upon the arbitration of the demands without prior negotiations, had engaged in an improper practice and directed that the Association withdraw the two proposals from arbitration.

For the reasons stated in his decision, we affirm the conclusions and recommendation of the hearing officer.

The essence of the Association's exceptions is that the policies of the Act are not well served by the direction that it withdraw the at-issue proposals from arbitration. It argues that its members should not suffer the loss of benefits merely because of the improper wording of its demands. It justifies its position by alluding to the fact that the wording of its demands had been previously agreed to by the parties and had been included in their expired contract.

The Association's argument is not persuasive, and in any event it should have been made in support of exceptions to the hearing officer's decision in the earlier case. As previously noted, no exceptions were filed to that decision. The further argument that the recommendation of

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2/ Schenectady Community College Faculty Association, 6 PERB ¶3027 (1973); Town of Amherst, 13 PERB ¶3010 (1980); Town of Haverstraw PBA, 9 PERB ¶3063 (1976).
the hearing officer on the instant charge would cause the loss of benefits gained through the prior contract is not. In light of the enactment of CSL §209-a.l.(e), well placed. During the pendency of the negotiating process, the employer could not refuse to continue the terms of the expired agreement. As noted by the hearing officer, however, the direction that the Association withdraw the at-issue demands from arbitration does not preclude it from demanding negotiation thereon and in the event of impasse, to bring those demands to arbitration.

The Village, in addition to supporting the conclusions of the hearing officer, reiterated its claim, not addressed by the hearing officer, that the safety committee proposal presented by the Association is not mandatory. The proposal provided:

A Joint Safety Policy Committee shall be created to consider issues of safety affecting the employees.

The Committee's jurisdiction shall cover all matters of safety including but not limited to the minimum of officers assigned to each police vehicle and the number of patrol officers assigned to street or road duty at critical hours. The foregoing is intended to be illustrative and not inclusive. The Committee shall consist of three representatives appointed by the Association. Decisions of the Committee shall be made by a majority vote, provided, however, that an equal number of representatives appear at such Committee meetings, which shall be held at least quarterly or on special call of any two of the representatives. In the event of
a deadlock between the Association and Village representatives, the issue in dispute shall be submitted to binding arbitration. (Emphasis in original.)

The Village argues that the proposal invades its management prerogatives on manpower.

While the hearing officer correctly noted that he need not address the negotiability of the safety committee proposal, we, in the interest of expedition and to avert a likely additional improper practice charge, will now consider it.

Although the Association's demand appears to have been modeled on the demand of the New Rochelle fire fighters which we found to be a mandatory subject of negotiation, it fails to include authority for appointing representatives of the employer to the committee. Such omission, whether intentional or the result of an oversight, would involve an improper delegation of decision-making authority on management prerogatives to the union. Accordingly, as currently phrased, the Safety Committee demand fails to meet the standards of negotiability.

4/Pearl River UFSD, 11 PERB ¶3085 (1978).
NOW THEREFORE, WE ORDER The Croton Police Association
to negotiate in good faith by withdrawing its
safety committee and dental plan proposals from
arbitration.

DATED: November 18, 1983
Albany, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
This matter comes to us on the exceptions of the Albany Police Officers Union, Local 2841, Security and Law Enforcement Employees, Council 82, AFSCME, AFL-CIO (Union), to the decision of the Director dismissing its charge on the ground that it fails to allege facts sufficient to constitute an improper practice. The charge alleges that the City of Albany (City) violated §209-a.1(a), (b) and (c) of the Act when it directly approached a former employee whom the Union had represented in a grievance arbitration proceeding and, as a consequence of such approach, the former employee signed an affidavit waiving his right to back pay granted by the arbitration award.
The sole question before us is whether the facts alleged in the charge, as amended, may constitute an improper practice or whether such alleged facts do not, as a matter of law, constitute a violation. (Rules of Procedure §204.2). The alleged facts may be summarized as follows:

The employee was a police officer employed by the City. On January 15, 1982, the City suspended him without pay for an alleged disciplinary infraction. Disciplinary charges were brought on January 21, 1982. On January 29, 1982, the employee was charged criminally for the behavior which was the subject of the disciplinary proceeding. The disciplinary proceeding had not been completed when, on April 22, 1982, the employee was convicted in the criminal case. The City continued his suspension without pay until May 6, 1982, the date on which the employee resigned.

The parties' collective bargaining agreement provides that a suspension without pay may not exceed 30 calendar days, subject to specified exceptions. On March 2, 1982, the Union, at the request of the employee, instituted a grievance proceeding alleging a contract violation affecting the employee. The collective bargaining agreement provides that the Union shall present the grievance "with or without the employee aggrieved" and only the Union may refer a grievance to arbitration. The grievance was submitted to arbitration. On October 23, 1982, an award was issued which
found that the City violated the agreement and directed the City to pay to the employee wages from February 14, 1982 to May 6, 1982, less other earnings during the suspension period.

It is alleged that in January 1983, a City police officer acting on behalf of the City served the former employee with papers in a proceeding to vacate the arbitrator's award. At that time the former employee stated to the officer that he did not want the back pay. He repeated this at a second meeting with the police officer and at a third meeting the former employee gave the City an affidavit waiving any claim to the back pay. At no time did the City notify the union of its meetings with the former employee or of the desire of the individual to waive his right to back pay.

The Director dismissed the charge because 1) there was no allegation of actual threat or coercion by the City at any time and 2) the Union's right to exclusive control over the prosecution of grievances cannot be determinative since the acts complained of took place after the contractual grievance procedure was completed and after the individual had voluntarily resigned from employment with the City. The Director concluded that, under these circumstances, the former employee had the right to make the decision to waive the back pay award to him by the arbitrator.
The Union asserts that the three visits to the former employee by the police officer constitute direct dealings by the City with the former employee which interfered with his right to be represented by the Union in grievance proceedings and the Union's right to represent him, amounting to coercion and interference in violation of §209-a.1(a), (b) and (c) of the Act.

The Union also asserts that the City had no legitimate reason to visit the former employee to serve legal papers since only the Union was the proper party for such purposes, that the employee was particularly vulnerable to pressure at the time of the visits, and that such pressure was exerted by such visits to persuade the employee to change his mind about the back pay award.

DISCUSSION

An employee organization's right to exclusive control over the administration of grievances arising under a collective bargaining agreement is not necessarily terminated when an aggrieved employee voluntarily severs his employment relationship (cf. Abrams v. Board of Education of the City of Yonkers, 91 AD2d 618, 15 PERB ¶7546). Nor do we believe that the employee organization's role necessarily ceases with the arbitrator's award. Thus, an employer's direct approach to a former employee and subsequent dealings with him in connection with his rights under an arbitrator's
award could constitute a violation of Section 209-a.1(a) of the Act.

Accordingly, we reverse the Director and remand the matter for further processing of this charge pursuant to our Rules of Procedure.

DATED: Albany, New York
November 18, 1983

Ida Klaus, Member

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

In the Matter of

ONTEORA CENTRAL SCHOOL DISTRICT,
Respondent,

-and-

ONTEORA TEACHERS ASSOCIATION,
Charging Party.

PLUNKETT & JAFFE, P.C. (JOHN M. DONOGHUE, ESQ., and
ROCHELLE J. AUSLANDER, ESQ., of Counsel), for
Respondent

DENNIS J. CAMPAGNA, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Onteora
Teachers Association (Association) to a hearing officer's
decision dismissing its charge. The first specification of the
charge is that the Onteora Central School District (District)
unilaterally increased the work load of its junior high school
teachers, who are represented by the Association. The second
specification is that the District refused to negotiate a
demand to rescind the unilateral change.

The hearing officer dismissed the first specification of
the charge on the ground that it was made more than four months
after the change was announced. He also indicated that this specification must fail on its merits, both because the change was not a mandatory subject of negotiation, and because the change was consistent with the agreement of the parties that was in effect when it was announced. In dismissing the second specification of the charge, the hearing officer determined there was no evidence that the District had refused to negotiate the Association's demand to rescind the change.

FACTS

The record shows that in June 1982, the District announced that the number of teaching periods of junior high school teachers would be increased from four to five a day. It further shows that this increase neither changed the length of the teachers' workday nor diminished their free time. Article IV of the parties' collective bargaining agreement that was to expire on June 30, 1982, dealt with teaching hours and teacher work load in substantial detail. ¹/ A successor agreement was being negotiated at the time, but the negotiation was not concluded until December 10, 1982. The successor agreement contained revisions of Article IV that are not relevant to the

¹/It specified a maximum number of teaching periods for secondary teachers and a maximum number of student contact minutes.
increased teaching load, and the subject of the increased teaching load was not raised during those negotiations.

When classes started on September 8, the teachers discovered that the average class size had been increased from 27 to 32 students.

On December 30, 1982, the Association wrote to the District demanding negotiations to reduce the work load of the teachers affected by rescinding the increase in their teaching periods. The charge herein was filed one week later. In its answer to the charge, the District asserted, among other things, that the negotiations demanded by the Association on December 30 were "merged into the Collective Bargaining Agreement" that had been concluded on December 10.

DISCUSSION

Notwithstanding the announcement of the increase in teaching hours in June 1982, the Association did not object because it did not see any adverse consequence. On September 8, 1982, it discovered that class size had been increased. It then realized that the combination of these two factors, increased class size and increased class periods, had the effect of increasing teacher work load. Thus, according to the Association, the time to file this charge ran from September 8, 1982.

We reject this argument. The time to file a charge runs from the time when a charging party knows, or should have
known, of the facts constituting the unlawful conduct.\(^2\) The Association does not assert that any change took place in September except the increase of class size. That change was not unlawful as class size is not a mandatory subject of negotiation. *West Irondequoit Board of Education*, 4 PERB ¶3070 (1971), aff'd *West Irondequoit Teachers Association v. Helsby*, 42 AD2d 808 (3d Dept., 1973), 6 PERB ¶7010, aff'd 35 NY2d 46 (1974), 7 PERB ¶7014. While the increased class size in September may have heightened the effect of the changed teaching periods, it does not commence a new period for the initiation of the charge before us. Accordingly, we affirm the hearing officer's determination that the first specification of the charge was not timely filed.\(^3\)

\(^2\)See *City of Yonkers*, 7 PERB ¶3007 (1974); *New York City Transit Authority*, 10 PERB ¶3077 (1977); *NLRB v. Shawnee Industries, Inc.*, 133 F2d 221, 56 LRRM 2567 (10th Cir. 1964).

\(^3\)Although the substance of this specification need not have been considered by the hearing officer, he did consider it and found it without merit. We agree with his conclusions that the District's increase in teaching time, which did not increase the length of the teacher workday or diminish teacher free time, was not improper. *Wyandanch UPSD*, 16 PERB ¶3012 (1983).
evidence that the District had refused to negotiate the demand of December 30, 1982. The Association properly notes, however, that the District denied any obligation to negotiate the December 30 demand. This position of the District may constitute an admission that it had been unwilling to negotiate the demand. The second specification of the charge must, nevertheless, be dismissed because the negotiations leading to the parties' agreement of December 10, 1982 satisfied the District's obligation to negotiate the number of periods that can be assigned to teachers. That agreement continued Article IV, which dealt with teacher work load and the number of teaching periods that could be assigned, and it even made changes in that article.\footnote{\ref{footnote}} Thus, the subject matter had been negotiated and the District was not obligated to negotiate it further.

\footnote{\ref{footnote} We also note that the Association and District were in negotiations for a collective bargaining agreement for almost six months after the increase in teaching time was announced. Never during this period did the Association raise the issue of increased teaching time at the negotiating table, and there is no reference to it in the agreement reached on December 10. This would be sufficient to constitute a waiver of the Association's right to negotiate the matter. See \textit{Rensselaer County}, 8 PERB \#3039 (1975).}
NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: November 18, 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 (2E-11/18/83)
ADDISON CENTRAL SCHOOL DISTRICT,
Respondent,

-and-
ADDISON TEACHERS' ASSOCIATION,
Charging Party.

JOHN R. BLOISE, ESQ., for Respondent
JOHN B. SCHAMEL, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Addison Central School District (District) to a hearing officer's determination that it violated §209-a.1(d) of the Taylor Law by unilaterally assigning additional duties to the four employees of the physical education department of its junior/senior high school.1/

1/No exceptions were filed to the hearing officer's disposition of other specifications of the charge and of a companion case (U-6783).
The record shows that the District assigned students to the school gymnasium during one of two lunch periods because the cafeteria was overcrowded and on February 2, 1983, it directed the four physical education teachers to supervise the students taking lunch there. Previously this had been free time for the teachers. Thus, the change entailed an increase of 1.25 periods of working time each week.

During the previous two school years, the overcrowding in the cafeteria had been relieved by assigning some students to the school auditorium where they had been supervised by nonunit employees. The District was unwilling to negotiate its decision depriving the physical education teachers of their duty-free lunch period. The collective bargaining agreement between the District and the Addison Teachers' Association (Association) in effect at the time of the change was silent with respect to the change.2/

2/This Board may not enforce agreements between a public employer and an employee organization. CSL §205.5(d). The Taylor Law duty to bargain, however, extends, during the life of a collective bargaining agreement, to matters not covered by that agreement. North Babylon UFSD, 7 PERB ¶3027 (1974).
The District defended its conduct by arguing before the hearing officer that:

The additional student contact resulting from this action is individual and not union wide, is not prohibited by contract and in the aggregate is no more contact than permitted by law.

It also argued that its unilateral action was protected because it was necessitated by emergency conditions in order to protect the health and safety of students.

The hearing officer correctly determined that the District's unilateral reduction of the free time of the four physical education teachers violated §209-a.1(d) even though the unilateral change did not affect all unit employees.\(^3\) She also determined correctly that the District's claim of an emergency did not establish a valid defense. Relevant decisions of this Board are Wappinger Central School District, 5 PERB ¶3074 (1972), and Cohoes City School District, 12 PERB ¶3113 (1979). These decisions hold that:

an employer may unilaterally change a term and condition of employment where: (1) there are compelling reasons for the

\(^3\)See Nassau County, 14 PERB ¶3083 (1981), aff'd Nassau County v. PERB, 15 PERB ¶7002 (Sup. Ct., Nassau County, 1982), aff'd 87 AD2d 1006, 15 PERB ¶7025 (2d Dept., 1982), mt. lv. dism. 57 NY2d 601, 15 PERB ¶7030 (1982).
employer to act unilaterally at the time it does so; and (2) it had negotiated the change in good faith by negotiating with the employee organization to the point of impasse before making the change and by continuing thereafter to negotiate the issue.

The record does not afford a basis for this defense. There was no demonstrated emergency that precluded the employer from applying the solution to overcrowding in the cafeteria that had been applied in 1982-83. Moreover, the record affirmatively establishes that the District had not negotiated the matter to impasse before acting unilaterally and had not indicated a willingness to continue to negotiate further after acting unilaterally.

NOW, THEREFORE, WE ORDER the District to:

1. Rescind its February 2, 1983 direction to the physical education teachers which curtailed their duty-free lunch period, and make them whole during the second semester during the 1983-84 school year by assigning them duty-free time during the workday to the extent that duty-free time was decreased during the second semester of the 1982-83 school year. In the
alternative, if the Association and the District agree, the time may be accrued to leave time to be utilized in accordance with the current collective bargaining agreement.

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

3. Post the attached notice in all places normally used to communicate with unit employees.

DATED: November 18, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
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 employees in the unit represented by the Addison Teachers' Association that we will:

1. Rescind the February 2, 1983 direction to the physical education teachers which curtailed their duty-free lunch period, and make them whole during the second semester during the 1983-84 school year by assigning them duty-free time during the workday to the extent that duty-free time was decreased during the second semester of the 1982-83 school. In the alternative, if the Association and the District agree, the time may be accrued to leave time to be utilized in accordance with the current collective bargaining agreement.

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

ADDISON 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.
In the Matter of

SUFFOLK COUNTY BOARD OF COOPERATIVE
EDUCATIONAL SERVICES, SECOND
SUPERVISORY DISTRICT,

Respondent.

-and-

BOCES II-TEACHERS ASSOCIATION,

Charging Party.

JOSEPH IGOE, for Respondent
MARTIN FEINBERG, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the BOCES II-Teachers Association (Association) to a hearing officer's decision dismissing its charge that the Suffolk County Board of Cooperative Educational Services, Second Supervisory District (BOCES) violated §209-a.1(d) of the Taylor Law in that it increased the work load of some teachers represented by the Association. The charge does not specify any change in the assignments of those teachers. Rather, it alleges that by redeploying its paraprofessional staff, which is comprised of nonunit employees, BOCES diminished the support services of teachers and that this change had the effect of
increasing their work load. While the charge complains about a reduction of the paraprofessional assistance, it does not refer to any demand to negotiate the impact of that reduction.

The record shows that teachers in the Special Health and Occupational Education and the Special Education Programs had always enjoyed a daily paraprofessional assistance period which afforded them the opportunity to call parents of students and do other job-related paper work during class time. This assistance was not covered by the parties' collective bargaining agreement. Effective September 1982, paraprofessional assistance was reduced. This reduction is the subject of the charge before us.

The Association's brief to the hearing officer complains that the paraprofessional assistance had freed teachers "to do many things which now they must do before school, during their lunch time, during their preparation time or after school." The hearing officer interpreted the charge and brief as alleging no claim of "an increase to the teachers' workday.

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1/ This Board may not enforce agreements between a public employer and an employee organization. CSL §205.5(d). The Taylor Law duty to bargain, however, extends, during the life of a collective bargaining agreement, to matters not covered by that agreement. North Babylon UFSD, 7 PERB ¶3027 (1974).
or additional duties . . ." within the meaning of Wyandanch, 16 PERB ¶3012 (1983).

There is a superficial conflict between this conclusion and the Association's argument to him that the teachers affected by the change were required to perform tasks before and after school, as well as during their lunch and preparation time that they had previously been able to do during class time. However, there is no indication in the record that the District required the teachers to perform these duties during duty-free time or that they could not perform them during teacher preparation time. Thus, the issue would appear to be not whether BOCES changed any term or condition of employment of teachers, but whether its redeployment of paraprofessionals had an impact upon the teachers' terms and conditions of employment, and whether BOCES refused to negotiate that impact.

The hearing officer determined that the Association made no impact demand. The record supports this conclusion. It follows that there is no evidence that BOCES refused to negotiate such a demand.

In its second exception, the Association complains that the hearing officer failed to note that it alleged additional

2/ The Association attached two letters to its exceptions, which refer to impact demands relating to the reduction of paraprofessional assistance. Neither of the letters is in the record.
duties required of them as a result of the reduction of paraprofessional service. The record does not show, however, any added duties. It merely shows a change in the time when existing duties would be performed.

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

DATED: November 18, 1983
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member