4-24-1987

State of New York Public Employment Relations Board Decisions from April 24, 1987

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from April 24, 1987

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
UNITED UNIVERSITY PROFESSIONS,
Respondent,

-and-

THOMAS C. BARRY,
Charging Party.

THOMAS C. BARRY, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the charging party to a decision of the Director of Public Employment Practices and Representation (Director) dismissing his charge against the respondent. The charge alleged that the respondent interfered with the charging party's Taylor Law rights in violation of §209-a.2(a) of the Taylor Law by:

1. Failing to negotiate with him or obtain his agreement to projected wage and benefit settlements it negotiates on his behalf;

2. By not negotiating and reaching agreement with him on the amount of agency shop fee he is charged; and
3. By not providing him annually with a description of the nature and cost of the noncontractual benefits it provides to its members so that he could decide annually which benefits he would choose to receive and be charged for.

Concluding that the alleged conduct of the respondent does not violate the Act, the Director dismissed the charge. Charging party's exceptions and supporting arguments do not show that §209-a.2(a) of the Taylor Law has been violated. Rather, they are a diatribe which urges bargaining between a union and unit employees who choose not to become members, a concept that is alien to the Taylor Law.

After carefully considering the allegations of the charge and the Director's decision, we affirm the Director for the reasons and on the basis of the precedent cited in his decision. Simply stated, the respondent's conduct complained about by the charging party does not violate the Taylor Law.

1/Chairman Newman notes that the charging party has requested that he recuse himself. The Chairman declines to do so.
NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Lefkowitz, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT,

Respondent,

-and-

SOUTH HUNTINGTON OFFICE STAFF ASSOCIATION,

Charging Party.

GEORGE A. JACKSON, Assistant Superintendent, for Respondent

NEA/NY (FRANK SAYERS, Uniserv Representative), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the South Huntington Union Free School District (District) to the decision of the Administrative Law Judge (ALJ) sustaining the improper practice charge filed by the South Huntington Office Staff Association (Association). The charge alleged that the District violated §209-a.1(d) of the Act when it refused to negotiate the impact of its decision to discontinue the Statewide Plan and Group Health Insurance option (GHI) and replace them with the Empire Plan, effective January 1, 1986.

FACTS

The District is a participating agency in the State
Employees Health Insurance Plan. For some period of time prior to January 1, 1986, unit members could choose either the Statewide Plan or the GHI option. Effective January 1, 1986, the State Employees Health Insurance Plan ceased to make these available to participating agencies, replacing them with the new Empire Plan. As a participating agency, the District now affords only the Empire Plan to the unit members.

On October 28, 1985, the District notified the employees of the change to be made on January 1, 1986. Neither the District nor the Association sought negotiations at that time. However, on January 13, 1986, the Association asserted that the change had a financial impact upon certain employees, and it demanded negotiations over "said impact". By letter dated January 28, 1986, the District refused to negotiate, asserting that the change did not fall within the provisions of the Act. Thereafter, the Association filed the instant charge.

The District and the Association are parties to a collective bargaining agreement covering the period from July 1, 1984 to June 30, 1987. The agreement refers only to "the health insurance plan". The agreement sets forth various maximum amounts that the District will be obligated to pay toward the annual premiums for "the health insurance plan" for single coverage and family coverage. The agreement does not set any limit on the amount to be contributed by the employees toward the annual premium. During negotiations for the current
agreement, the Association's only proposal in regard to health insurance was an increase in the District's obligation to 100% of the annual premium. The District proposed a 10% contribution by the employees and the right to change carriers, including self-insurance. There was no discussion concerning changing the Statewide and GHI option.

The ALJ determined that the District refused to negotiate, upon demand, the impact of the change in health insurance plans. In so finding, he rejected several defenses raised by the District. He ordered the District to negotiate the impact of its elimination of the Statewide Plan and GHI option.

DISCUSSION

The Association does not assert a right to negotiate the change itself, but only the financial impact of the change. We find that the parties' agreement fully covers the subject of responsibility for the cost of health insurance. The parties negotiated and came to an agreement with regard to the District's share of the costs of "the health insurance plan". The agreement does not set any limit on the amount contributed by the employees. Thus, the District has satisfied its obligation to negotiate the subject in question.

Accordingly, we reverse the ALJ's decision and dismiss the Association's improper practice charge.
NOW, THEREFORE, WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Lefkowitz, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
CAPITAL DISTRICT REGIONAL OFF-TRACK BETCHING CORPORATION,
Employer,

-and-
TEAMSTERS JOINT COUNCIL NO. 18,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Petitioner,

-and-
LOCAL 2055, COUNCIL 66, AFSCME,
Intervenor.

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, ESQS.
(FRANKLIN H. GOLDBERGER, ESQ., of Counsel), for Employer

DOMINICK TOCCI, ESQ., and STEPHEN W. PARKER, ESQ.,
for Petitioner

FREDERICK J. PFEIFER, ESQ., for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Capital District Regional Off-Track Betting Corporation (OTB) to the decision of the Acting Director of Public Employment Practices and Representation (Acting Director) determining that a petition filed by Teamsters Joint Council No. 18, International Brotherhood of Teamsters (IBT) seeking to represent the
employees of OTB was timely and directing an election. The employees are currently represented by Local 2055, Council 66, AFSCME (Local 2055), which intervened in the proceeding. The sole issue presented is whether IBT's petition was timely filed.

IBT's petition was filed on June 10, 1986. On June 2, 1986, representatives of Local 2055 and OTB signed a memorandum of understanding. This memorandum of understanding was ratified by the members of Local 2055 on June 16, 1986. It is the position of OTB that the memorandum of understanding bars the petition pursuant to §201.3(e) of the Board's Rules. It is IBT's position that the memorandum of understanding could not be a bar to the petition until after ratification by Local 2055's membership. The question presented to us relates to the nature of the proof that we should require as to the existence of a ratification requirement.

We have never dealt directly with the ratification requirement as an element of our contract bar rule. In earlier decisions, we have held that a written and signed agreement is necessary and that an oral agreement is not enough to constitute a bar to a representation petition, since litigation of the existence of an oral agreement would "render unduly

\textsuperscript{1}Farmingdale UFSD, 7 PERB ¶3073 (1974); Half Hollow Hills Community Library District, 13 PERB ¶3104 (1980); City of Amsterdam, 13 PERB ¶3083 (1980). See also Valley Stream CHSD, 7 PERB ¶4014 (1974).
complex a field that should not be so involved". In imposing the requirement of a written and signed agreement in Farmingdale and Half Hollow Hills, we noted our adoption of the reasoning of the National Labor Relations Board in Appalachian Shale Products Company.

We now expressly hold that for the purposes of our contract bar rule set forth in Rule 201.3(e), where ratification is a condition precedent to contractual validity, the contract will not be a bar unless it is ratified prior to the filing of the petition. However, we have also concluded that for the purpose of our contract bar rule, it will not effectuate the policies of the Act to adopt the NLRB requirement that the contract itself must contain an express provision for prior ratification. The existence of an agreement between the parties that ratification (either by the union or the employer or both) is a condition precedent to contractual validity may be established by parol evidence, which need not take any particular form, but may be shown by a course of conduct which makes clear that the parties were fully

2/ Half Hollow Hills, supra.

3/ 42 LRRM 1506 (1958). Among other things, the NLRB held in that case that for ratification to be a condition precedent to a contract bar, the contract itself must contain an express provision for prior ratification.
Board - C-3090

aware of the condition and acquiesced in it.4/

Having reviewed this record, we affirm the Acting Director's conclusion that the course of conduct of Local 2055 and OTB during past negotiations as well as the negotiations at issue establishes that ratification by Local 2055's members was clearly understood by the two parties to be a condition precedent to the validity of the June 2 memorandum.

AFSCME's and Council 66's constitutions govern Local 2055's internal procedures and entitle members to a ratification vote on collective agreements. All past contracts between Local 2055 and OTB have been submitted to the membership for ratification. Although none of the witnesses had a clear recollection of any statement made during the negotiations regarding ratification, Stricos, OTB's chief negotiator, admitted that he assumed, based on Local 2055's consistent past practice of submitting contracts for ratification, that the June 2 memorandum would also be submitted for approval by the membership. His testimony that he believed such ratification was merely an internal matter which did not affect the validity of the contract must be weighed against his response when an officer of Local 2055 telephoned to inform him that the June 2 memorandum had been ratified. He replied: "Okay. We will start printing [the contract] up." We find that the agents of OTB clearly

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understood that the June 2 memorandum was subject to ratification.

Inasmuch as ratification did not take place until after IBT's petition was filed, the June 2 memorandum is not a bar and the petition is timely.

NOW, THEREFORE, WE REMAND the matter to the Director of Public Employment Practices and Representation for further proceedings consistent with this decision.

DATED: April 24, 1987
Albany, New York

[Signatures]

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Lejkowitz, Member
This matter comes to us on the exceptions of Ronn Kerlin to the decision of an Administrative Law Judge (ALJ) dismissing her charge against the Service Employees International Union, Local 200, AFL-CIO (SEIU). The charge alleged that SEIU breached its duty of fair representation in violation of §209-a.2(a) of the Public Employees' Fair Employment Act by not taking the grievance concerning her discharge from employment to advisory arbitration.

FACTS

It appears from the evidence presented at the hearing conducted by the ALJ, that the charging party was employed as
a bus driver by the West Genesee Central School District from November, 1981 through January 6, 1986. From October through December, 1985, she had four accidents, which the employer considered preventable. She was initially given a one-day suspension for each of the first three accidents, but, after the fourth accident, she was discharged. The discharge was grieved through the first two steps of the grievance procedure contained in the agreement between the District and SEIU. The grievance was denied at each step.

Charles DeSena, president of SEIU's unit at the school district, felt that the grievance should proceed to the next step, advisory arbitration. Donald Pembleton, who at that time was SEIU's business agent and recording secretary, came to the conclusion, after investigating the matter that there would be little likelihood of success at arbitration. He recommended to Walter Butler, who was then SEIU's president, that the grievance not proceed to arbitration. Butler accepted his recommendation.

The ALJ found that SEIU did not proceed to arbitration because it believed, in good faith, that it would not succeed in arbitration. Relying on Board precedent that such conduct

\( \text{\textsuperscript{1}} \text{The contract does not provide for binding arbitration.} \)
does not violate §209-a.2(a) of the Act, he dismissed the charge. 2/

EXCEPTIONS

The charging party, who is now represented by counsel but was not in the proceeding before the ALJ, sets forth three exceptions.

Exception 1. The charging party claims that the ALJ erred in finding that the record lacked proof that SEIU breached its duty of fair representation. In support of this claim, she argues that there is evidence that she was not responsible for the last accident.

This claim must be rejected. The issue before the ALJ was not whether there was some evidence to support the charging party's claim that she was not responsible for the last accident. Rather, the issue before the ALJ was whether SEIU acted in good faith in not proceeding to arbitrate the charging party's discharge. The ALJ found that it did. Having reviewed the record, we uphold the ALJ's finding.

Exception 2. The charging party claims that the ALJ showed bias in favor of SEIU. This claim is based on two statements made by the ALJ at the hearing. At one point, the ALJ, in referring SEIU's attorney to some documents in the record, stated: "Let me help you here...." At another point

in the proceeding, the ALJ told the charging party that she may not argue with the witness but may only ask him questions. The ALJ then summarized the witness' testimony. Having considered the charging party's claim that these two actions of the ALJ show bias in favor of SEIU, we reject it.

A further claim of bias is based on the ALJ permitting SEIU to reopen the hearing to present evidence. Because of SEIU's failure to appear, the ALJ closed the hearing after taking exhibits presented by the charging party on the first day. SEIU then requested reopening of the hearing, stating that it had failed to appear because it had no records with respect to the proceeding. Pembleton, its former business agent, being in possession of all correspondence. The charging party did not object to the reopening although afforded an opportunity to do so.

We find that it was a proper exercise of discretion for the ALJ to reopen the hearing. In this regard, we note that the ALJ excused the failure of the charging party to appear at a pre-hearing conference upon being satisfied with the charging party's explanation for not appearing.

Exception 3. The charging party claims that because the ALJ, on the first day of the hearing, accepted certain exhibits from the charging party and advised her that he would accept the representations in them as true, she was
misled into believing that she had factually established her case. Particularly, the charging party refers to a statement in one exhibit to the effect that she believed SEIU did not take her case to arbitration because Pembleton was too busy campaigning for re-election.

The transcript of the second day of hearing shows that the charging party was afforded an opportunity by the ALJ to submit additional evidence and that she had nothing further to submit. Our reading of the record persuades us that the ALJ did not mislead the charging party. The exception is therefore rejected.

CONCLUSION

Having rejected the exceptions, we affirm the decision of the ALJ. Only if the union had been improperly motivated, irresponsible or grossly negligent in not taking the grievance to arbitration would it have violated its duty of fair representation. The ALJ found, and we concur, that the record does not show this to be the case. Rather, it shows that SEIU acted on its good faith belief that there was little likelihood of success at arbitration. This, SEIU has a right to do.


4/Scio-Allentown Teachers Association, supra.
NOW, THEREFORE, WE ORDER that the charge herein be, and
it hereby is, dismissed.

DATED: April 24, 1987,
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Leikowitz, Member
On November 29, 1985, the Mineola Clerical Association (MCA) filed a petition seeking to decertify the Nassau Educational Chapter, Civil Service Employees Association, Inc., Local 865 (CSEA) as the negotiating representative for a unit of employees of the Mineola Union Free School District defined as follows:

Included: All full-time and regular part-time employees holding the following titles: Principal Clerk, Senior Account Clerk, Stenographic Secretary, Principal Typist Clerk, Tabulating Machine Operator, Multi-Key Board Operator, Senior Typist Clerk, Stenographer, Senior Library Clerk, Telephone Operator, Typist Clerk, Clerk.

Excluded: All other employees.
A secret ballot election was held on March 31, 1987.\(^1\) The results of the election show that a majority of eligible voters in the unit who cast valid ballots no longer desire to be represented for purposes of collective negotiations by CSEA.\(^2\)

THEREFORE, IT IS ORDERED that CSEA be, and it hereby is, decertified as the negotiating agent for the unit.

DATED: April 24, 1987
Albany, New York

\[\text{Signature}\]
Harold R. Newman, Chairman

\[\text{Signature}\]
Walter L. Eisenberg, Member

\[\text{Signature}\]
Jerome Leffkowitz, Member

\(^1\) The MCA did not seek certification and thus did not appear on the ballot. A motion to intervene for that purpose, filed by the Mineola Union Free School District Clerical/Secretarial Employees Association, was granted by the Director of Public Employment Practices and Representation [19 PERB ¶4046 (1986)]. This Board reversed [20 PERB ¶3001 (1987)] and remanded the matter to the Director for further processing.

\(^2\) Of 54 eligible voters, 47 voted. Of these, 46 voted to decertify CSEA and 1 ballot was challenged. The challenged ballot is insufficient to affect the results of the election.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
CORINTH CENTRAL SCHOOL DISTRICT,
Employer,

-and-

SOUTHERN ADIRONDACK SUBSTITUTE
TEACHER ALLIANCE, NYSUT, AFT,
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 the Southern Adirondack
Substitute Teacher Alliance, NYSUT, AFT, AFL-CIO has been
designated and selected by a majority of the employees of the
above-named public employer, in the unit agreed upon by the
parties and described below, as their exclusive representative
for the purpose of collective negotiations and the settlement of
grievances.

Unit: Included: All per diem substitute teachers and
nurses issued a notice of reasonable
assurance of continuing employment by
the employer, as defined in Section
201.7(d) of the Public Employees' Fair
Employment Act.
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, NYSUT, AFT, AFL-CIO. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Leikowitz, Member
In the Matter of

ARGYLE CENTRAL SCHOOL DISTRICT,

Employer.

-and-

SOUTHERN ADIRONDACK SUBSTITUTE
TEACHER ALLIANCE, NYSUT, AFT,
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 the Southern Adirondack
Substitute Teacher Alliance, NYSUT, AFT, AFL-CIO has been
designated and selected by a majority of the employees of the
above-named public employer, in the unit agreed upon by the
parties and described below, as their exclusive representative
for the purpose of collective negotiations and the settlement of
grievances.

Unit: Included: All per diem substitute teachers and
nurses issued a notice of reasonable
assurance of continuing employment by
the employer, as defined in Section
201.7(d) of the Public Employees' Fair
Employment Act.
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, NYSUT, AFT, AFL-CIO. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

[Signatures]

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Lefkowitz, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
GRANVILLE CENTRAL SCHOOL DISTRICT,
Employer.

-and-

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE,
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 the Southern Adirondack Substitute Teacher Alliance 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 per diem substitute teachers who have received reasonable assurance of continued employment.

Excluded: All other employees.
FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Leikowitz, Member
In the Matter of
SAUGERTIES CENTRAL SCHOOL DISTRICT,
Employer,

-and-

ADMINISTRATIVE AND SUPERVISORY PERSONNEL ASSOCIATION OF THE SAUGERTIES CENTRAL SCHOOL DISTRICT,
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 the Administrative and Supervisory Personnel Association of the Saugerties Central School District 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: Director of Special Education, Director of Physical Education and Athletics, Principals, and Assistant Principals.
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Administrative and Supervisory Personnel Association of the Saugerties Central School District. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Lefkowitz, Member
In the Matter of
ERIE CHAUTAUQUA CATTARAUGUS BOCES II,
    Employer,
- and -
ERIE CHAUTAUQUA CATTARAUGUS BOCES TEACHERS' ASSOCIATION, NEA/NY,
    Petitioner,
- and -
BOCES II EDUCATION 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 the BOCES II Education Association, NYSUT/AFT has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.
Unit: Included: See attached sheet.

Excluded: See attached sheet.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the BOCES II Education Association, NYSUT/AFT. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Lefkowitz, Member
Included: All full-time and part-time employees in the following job categories except persons employed to work in programs which have a duration of 90 days or less:

- Teachers teaching K through 12 or pre-school
- Occupational Therapists
- Physical Therapists
- Case Workers
- Guidance Counselors
- School Psychologists
- Librarians.

Programs which have a duration of 90 days or less do not include programs which continue the regular school year assignments of unit employees and specifically do not include special education.

Excluded: The District Superintendent, all other professional employees, all administrative personnel, all managerial and confidential employees as defined in the Act and all other District employees not specifically included.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
JORDAN ELBRIDGE CENTRAL SCHOOL DISTRICT,
Employer,

-and-

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

-and-

JORDAN ELBRIDGE BUS DRIVERS' ASSOCIATION,
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 the 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 full and part-time bus drivers.

Excluded: All other employees, casual and substitute employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Lefkowitz, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
ERIE CHAUTAUQUA CATTARAUGUS BOCES II,
Employer,

- and -

ERIE CHAUTAUQUA CATTARAUGUS BOCES SUPPORT PERSONNEL ASSOCIATION, NEA/NY, CASE NO. C-3136
Petitioner,

- and -

SCHOOL RELATED PERSONNEL ASSOCIATION
BOCES II EDUCATION 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 the Erie Chautauqua Cattaraugus 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: See attached sheet.

Excluded: See attached sheet.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Erie Chautauqua Cattaraugus BOCES Support Personnel Association, NEA/NY. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating an agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman

Walter L. Eisenberg, Member

Jerome Lefkowitz, Member
Included: All full time and part time employees in the following job titles:
Account Clerk, Account Clerk Typist, Building Maintenance Mechanic, Bus Driver II, Cleaner, Cleaner/Bus Driver, Clerk, Clerk II, Clerk Typist, Clerk Typist RPT, Cook/Manager, Custodian, Data Processing Control Clerk, ETV Operator, Film Inspector, Film Library Operator, Food Service Helper, Groom, Head Bus Driver, Head Custodian, Laborer, Library Page, Lifeguard, Offset Printing Operator, Public Relations Specialist, Purchasing Clerk, Senior Clerk Typist, Senior Custodian, Senior Television Technician, Senior Film Library Operator, Senior Library Clerk, Senior Library Typist, Stenographer II, Teacher Aide, Teaching Assistant, Television Technician, Therapy Assistant, Truck Driver, Truck Driver/Laborer, TV Equipment Repairman, Typist II, Ed Tech Engineering, Registered Professional Nurse and Health Monitor.

Excluded: Secretaries to the District Superintendent, Secretaries to the Assistant Superintendents, Secretaries to the Directors, Secretaries to Administrative Intern, Secretaries to Administrative Assistant to the District Superintendent, Administrative Assistant - Schools, Junior Accountant - Schools, Clerk of the Board, Treasurer and all other employees.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
FORT EDWARD UNION FREE SCHOOL DISTRICT,
Employer,
-and-
SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE, NEW YORK STATE UNITED TEACHERS,
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 the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers 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 per diem substitute teachers and nurses who have received reasonable assurance of continued employment.

Excluded: All other employees.
FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: April 24, 1987
Albany, New York

Harold R. Newman, Chairman
Walter L. Eisenberg, Member
Jerome Lezkowitz, Member