12-29-2008

State of New York Public Employment Relations Board Decisions from December 29, 2008

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from December 29, 2008

Keywords
NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

Comments
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In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and-

GLEN COVE CITY SCHOOL DISTRICT,

Employer,

-and-

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

Intervenor/Incumbent.

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 United Public Service Employees Union 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.

Included: All cafeteria employees: Food Service Helper, Cook I-Middle, Assistant Cook, Cook-High-Assistant Cook, Cook II-High/Middle, Cook Manager-Elementary, Manager Middle and Manager High.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and-

CASE NO. C-5658

EAST ROCKAWAY UNION FREE SCHOOL DISTRICT,

Employer,

-and-

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

Intervenor/Incumbent.

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 United Public Service Employees Union 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.

Included: All Cleaner, Custodian, Maintainer, Groundskeeper, Assistant Head Custodian, Head Custodian I, Head Custodian II, Bus Driver/Groundskeeper and Bus Driver/Cleaner.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and-

ROOSEVELT UNION FREE SCHOOL DISTRICT,

Employer,

-and-

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

Intervenor/Incumbent.

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 United Public Service Employees Union 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.

Included: All clerical employees, including full-time and permanent part-time clerical employees (employed twenty (20) or more hours), in the following titles: Clerk Typist 1, Audio Visual Clerk, Duplicating Machine Operator Aide, Clerk, Senior Account Clerk, Account Clerk, Senior Clerk Typist, Senior Librarian Clerk, Senior Personnel Clerk and Store Clerk.

Excluded: All other employees including all clerical employees previously excluded as confidential and/or managerial.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member
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 United Public Service Employees Union 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.

Included: All custodial, grounds, maintenance and food service employees, including cooks, assistant cooks, laundresses and couriers.

Excluded: All others.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

[Signature]
Robert S. Hite, Member

[Signature]
Sheila S. Cóle, Member
CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matters 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 United Public Service Employees Union 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.

Included: All permanent full-time and permanent part-time employees as follows: Custodial Worker, Groundsmen, Head Custodian, Sr. High Head/Jr. High Chief, Head Groundsmen, Automobile Mechanic, Maintenance Mechanic, Chief Custodian, Athletic Groundkeeper, Driver/Messenger, Console Operator, Roving Guard, Bus Driver, Cook, Supervisory Cook, Food Service Worker, Bus Monitors, Sr. High Chief, Cook Manager/Sr. High, Cook Manager/Jr. High, Security Guard, Watchman and Assistant Cook.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder,
and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

[Signatures]
Robert S. Hite, Member
Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

ROCKVILLE CENTRE UNION FREE SCHOOL
DISTRICT,

employer.

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.
Included: All permanent Security Guards employed by the District.

Excluded: All casual, per diem and substitute Security Guards and all other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008

Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
In the Matter of

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

Petitioner,

-and-

PORT WASHINGTON UNION FREE SCHOOL
DISTRICT,

Employer.

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.
Included: All full-time and part-time Security Aides.

Excluded: Substitute Security Aides and all other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
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 Clinton County Deputy Sheriff's Police Benevolent Association 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.

Included: Deputy Sheriff, Deputy Sheriff Corporal, Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant and Deputy Sheriff Detective.

Excluded: All other titles.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Clinton County Deputy Sheriff's Police Benevolent Association. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

[Signature]
Robert S. Hite, Member

[Signature]
Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

CHATHAM CENTRAL SCHOOL DISTRICT,

Employer.

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, 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.
Included: Account Clerk, Clerk-Typist, Clerk, Network Systems Support Aide, Payroll Clerk, Secretary 1 and Senior Typist.

Excluded: All others.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

VILLAGE OF OLD WESTBURY,

Employer.

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.
Included: Employees in the Department of Public Works, Highway Department and Water Department including Water Servicer, Foreman, Motor Equipment Operator, Water Plant Operator, Laborer and Water Plant Attendant.

Excluded: All other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

VILLAGE OF EAST HILLS,

Employer.

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.
Included:  All full-time and part-time employees in the Department of Public Works in the title of Laborer (including Crew Chief).

Excluded: Sanitation Foreman, Highway Foreman, Assistant Superintendent, Superintendent and all other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member
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.

Included: All permanent, full-time and part-time members of the custodial, grounds and maintenance staff including Head Custodian, Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor, Building Attendant and Messenger.

Excluded: Seasonal and casual employees and all other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

[Signatures]
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

VALLEY STREAM UNION FREE SCHOOL DISTRICT
NO. 13,

Employer,

-and-

LOCAL 74, UNITED SERVICE WORKERS UNION,
IUJAT,

Intervenor/Incumbent

____________________________________

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.

Included: All permanent, full-time and part-time members of the custodial, grounds and maintenance staff including Head Custodian, Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor, Building Attendant and Messenger.

Excluded: Seasonal and casual employees and all other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hife, Member

Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Petitioner,

-and-

MINEOLA MEMORIAL LIBRARY,

Employer,

-and-

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

Intervenor/Incumbent.

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 United Public Service Employees Union 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.

Included: All full and half-time employees of the Library.

Excluded: Person of confidential nature, Library pages, temporary, seasonal or part-time employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Public Service Employees Union. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

-and-

NIAGARA FALLS HOUSING AUTHORITY,

Employer.

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.
Included: All supervisory and professional employees in the following titles: Clerk of the Works-Modernization; Maintenance Foreman; Senior Services Coordinator; Superintendent of Maintenance and Modernization; Teacher and Teachers' Assistant.

Excluded: All other 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. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
In the Matter of

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

Petitioner,

-and-

BRONXVILLE PUBLIC LIBRARY,

Employer.

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.
Included:  All full-time and part-time Librarians, Head of Children Services, Head of Reference, Head of Circulation (Senior Clerk), Clerks, Pages and Staff Assistants-Library.

Excluded:  Library Director, Student Pages and all other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association Civil Service Employees Association, Local 1000, Inc., AFSCME, AFL-CIO. The duty to negotiate collectively includes the 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 arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED:  December 29, 2008
      Albany, New York

[Signatures]

Robert S. Hite, Member

Sheila S. Cole, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

HELEN MCCONNELL

Charging Party,

- and -

STATE OF NEW YORK – UNIFIED COURT SYSTEM

Respondent.

HELEN MCCONNELL, pro se

JAMES P. WELCH, ESQ., DEPUTY DIRECTOR FOR LABOR RELATIONS
(JAMES GORMAN of counsel), for Respondent

BOARD DECISION AND ORDER

On November 18, 2008, Helen McConnell (McConnell) filed exceptions to an interim ruling of an Administrative Law Judge (ALJ), dated November 13, 2008, denying her request for the scheduling of a hearing with respect to an improper practice charge. On November 25, 2008, McConnell was informed that pursuant to §212.4(h) of the Rules of Procedure (Rules) she was not entitled to file exceptions to the non-final ruling without leave of the Board, but that her exceptions would be treated as a motion for leave to file exceptions. State of New York – Unified Court System (UCS) opposes McConnell’s motion for leave to file exceptions.

FACTS

UCS and the New York State Court Clerks Association (Association) are parties to a collectively negotiated agreement (agreement). Pursuant to the disciplinary
procedures set forth in Article 23.2 of the agreement, the Deputy Chief Administrative Judge is responsible for both the issuance of a notice of charges seeking to discipline an Association bargaining unit member and the designation of the individual to conduct the hearing with respect to the disciplinary charges. At the hearing, UCS has the burden of proof to demonstrate incompetency or misconduct, and the employee is entitled to representation and an opportunity to present evidence. Following the hearing, the designated hearing officer submits the record and his or her recommendations to the Deputy Chief Administrative Judge. If the hearing officer recommends that the employee is guilty, the Deputy Chief Administrative Judge may impose one of the disciplinary penalties set forth in Article 23.4 of the Agreement.

On July 24, 2008, the Deputy Chief Administrative Judge issued a notice of charges against McConnell, pursuant to Article 23 of the agreement, seeking to impose discipline for her use of the UCS e-mail system to notify UCS officials about her grievances and complaints and for her failure to obey a directive from her supervisor to attend a meeting to discuss her alleged inappropriate e-mail use. An attorney for the Association filed an answer to the notice of charges, on behalf of McConnell, denying that McConnell engaged in misconduct. The answer did not allege that UCS's efforts to discipline McConnell were unlawfully motivated under the Act or any other provision of law.

On August 6, 2008, McConnell filed the present pro se improper practice charge alleging that UCS violated §209-a.1(a) of the Public Employees' Fair Employment Act (Act) by suspending her use of the UCS e-mail system and by issuing the notice of charges seeking to discipline her for alleged misconduct and insubordination related to her use of the UCS e-mail system.
In conjunction with her charge, McConnell filed two requests seeking injunctive relief, pursuant to §204.15 of the Rules, which were denied by the Office of Counsel on behalf of the Board on the ground that she had failed to demonstrate immediate and irreparable harm, resulting from UCS suspending her access to the e-mail system, warranting the grant of injunctive relief.\footnote{State of New York-Unified Court System, 41 PERB ¶6004 (2008); State of New York-Unified Court System, 41 PERB ¶6006 (2008).}

Following an initial review of the charge, pursuant to §204.2 of the Rules, the Director of Public Employment Practices and Representation (Director) issued a notice scheduling a September 26, 2008 pre-hearing conference before an ALJ with respect to the charge. In the notice, the Director informed the parties that the charge was being processed solely with respect to the allegation that the notice of charges is improperly motivated under the Act.

Prior to the scheduled conference, UCS filed an answer to the charge setting forth various affirmative defenses. Thereafter, McConnell filed a motion for particularization of the answer, pursuant to §204.3(d) of the Rules, which was responded to by UCS. Following the pre-hearing conference before the ALJ, McConnell filed a letter, dated October 17, 2008, with the ALJ requesting that the charge be scheduled for an immediate hearing. In response, UCS submitted a letter encouraging the ALJ to defer the scheduling of the hearing on the improper practice charge pending the outcome of the notice of charges issued against McConnell. In support of the proposed deferral, UCS argued that the underlying facts in the disciplinary hearing and the improper practice charge are intertwined. On November 2, 2008, McConnell submitted a second letter requesting that the ALJ schedule a hearing.
On November 13, 2008, the ALJ issued an interim ruling that the charge would not be processed to a hearing, at the present time, in order to await the results of the pending disciplinary charges. In his ruling, the ALJ reasoned that the operative facts in both cases are the same and the result of the disciplinary case may have an impact in the final outcome of the improper practice charge.

**DISCUSSION**

It is well-settled that the Board will not grant leave to file exceptions to non-final rulings, pursuant to §212.4(h) of the Rules, unless the moving party can demonstrate extraordinary circumstances. In the present case, we conclude that McConnell has established extraordinary circumstances that warrant the grant of her application to file exceptions to the interim ruling because, without the consent of both parties, the processing of the charge should not have been suspended pending UCS’s prosecution and determination of the disciplinary charges. In addition, we find that the parties have sufficiently argued the relevant issues to enable the Board to rule on the exceptions without further pleadings or briefs.

In her exceptions, McConnell states that UCS has adjourned the disciplinary case against her until February 3, 2009 and requests that the Board schedule her improper practice charge for an immediate hearing. In the alternative, McConnell requests the Board to order UCS to restore her access to its e-mail system.

Based upon our review of the record and our consideration of the parties’ arguments, we grant McConnell’s exceptions in part and remand the charge to the ALJ for further processing.

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2 State of New York (Division of Parole), 40 PERB ¶13007 (2007); Triborough Bridge and Tunnel Auth, 41 PERB ¶13021 (2008); UFT (Gray), 41 PERB ¶13025 (2008) affd, 41 PERB ¶7006 (Sup Ct NY Co 2008).
The ALJ issued his interim ruling prior to the Board's recent decision in *State of New York (Division of Parole)*\(^3\) in which we determined various issues relevant to McConnell's exceptions. In *State of New York (Division of Parole)*, we recognized that the underlying facts in a disciplinary arbitration and a related improper practice charge may be the same, thus warranting deference to certain factual findings previously determined by a disciplinary arbitrator.\(^4\) We also reiterated that a conditional deferral dismissal of a charge alleging violations of §§209-a.1(a) and (c) of the Act to await arbitral findings is inappropriate.\(^5\) Finally, we noted that §205.5(d) of the Act explicitly prohibits the Board from granting deference to findings of fact or law made by a disciplinary hearing officer selected by the employer pursuant Civ Serv Law §75.\(^6\)

In the present case, the ALJ issued a ruling which suggests that he will not further process the charge until there has been a merits determination with respect to the pending disciplinary allegations against McConnell.\(^7\) Although an ALJ is entitled to considerable discretion under the Rules with respect to the processing of a charge,\(^8\) we conclude that the ALJ erred by suspending the processing of the charge, over the

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\(^3\) 41 PERB ¶3033 (2008).


\(^5\) *Schuyler-Chemung-Tioga BOCES*, 34 PERB ¶3019 (2001).

\(^6\) 41 PERB ¶3033, note 5.

\(^7\) Under the ruling, it is unclear whether the processing has been suspended pending the recommendations by the hearing officer or the determination by the Deputy Chief Administrative Judge.

\(^8\) *City of Elmira*, 41 PERB ¶3018 (2008); *Bd of Educ of the City Sch Dist of the City of New York (Grassel)*, 41 PERB ¶3031 (2008).
objection of McConnell, pending the outcome of the disciplinary case. The ruling is functionally similar to a conditional deferral which, as we reiterated in State of New York (Division of Parole), is inappropriate in an animus case. Furthermore, the ALJ's ruling did not consider the issue of whether §205.5(d) of the Act may preclude the grant of deference to the disciplinary findings of fact in the present case where the hearing officer is selected by the employer.

For the reasons set forth above, we grant McConnell's exceptions, in part, and direct the resumption of the processing of the charge. Nothing in this decision, however, shall preclude the ALJ from setting a reasonable schedule, applicable to both parties, with respect to the further processing of the charge. Based on this conclusion, we do not reach McConnell's request for the Board to order UCS to restore her access to the e-mail system.

IT IS, THEREFORE, ORDERED, that McConnell's exceptions are granted in part and the charge is remanded to the ALJ for further processing consistent with our decision.

SO ORDERED.⁹

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member
Sheila S. Cole, Member

⁹ Chairman Lefkowitz concurs but is unavailable to sign the decision.
On May 15, 2008, James J. White (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition seeking decertification of Local 456, International Brotherhood of Teamsters as the exclusive representative of certain employees of the Village of Scarsdale (employer).

Thereafter, the parties executed a consent agreement in which they stipulated...
that the following negotiating unit was appropriate:

Included: School Crossing Guards.

Excluded: All other employees.

Pursuant to that agreement, a secret-ballot election was held on November 24, 2008, at which a majority of ballots were cast for representation by the intervenor/incumbent.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots desire to be represented for the purpose of collective bargaining by the intervenor/incumbent, IT IS ORDERED that the petition should be, and it hereby is, dismissed.¹

DATED: December 29, 2008
Albany, New York

[Signature]
Robert S. Hite, Member

[Signature]
Sheila S. Cole, Member

¹ Chairman Lefkowitz concurs but is unavailable to sign the decision.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

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

Petitioner,

- and -

COUNTY OF COLUMBIA,

Employer,

- and -

UNITED PUBLIC SERVICE EMPLOYEES UNION,

Intervenor/Incumbent.

NANCY E. HOFFMAN, GENERAL COUNSEL (STEVEN A. CRAIN of counsel),
for Petitioner

ROEMER, WALLENS & MINEAUX, LLP (DIONNE A. WHEATLEY of counsel),
for Employer

RICHARD GREENSPAN, PC (ERIC J. LARUFFA of counsel), for
Intervenor/Incumbent

BOARD DECISION AND ORDER

On May 23, 2007, Civil Service Employees Association, Inc., Local 1000,
AFSCME, AFL-CIO (petitioner) filed, in accordance with the Rules of Procedure of the
Public Employment Relations Board, a timely petition seeking certification as the
exclusive representative of certain employees of the County of Columbia (employer).

Thereafter, the parties executed a consent agreement in which they stipulated
that the following negotiating unit was appropriate:

Included: All employees of the County of Columbia.

Excluded: Seasonal employees, elected and appointed officials, heads of departments, deputy department heads, all confidential secretaries, all attorneys, all employees of the Sheriff's Department and the titles on the attached list.

Pursuant to that agreement, a secret-ballot election was held on August 23, 2007, at which a majority of ballots were cast against representation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots do not desire to be represented for the purpose of collective bargaining by the petitioner, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
In the Matter of

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

Petitioner,

- and -

VALLEY STREAM UNION FREE SCHOOL DISTRICT
NO. 24,

Employer,

- and -

LOCAL 74, UNITED SERVICE WORKERS UNION,
IUJAT

Intervenor/Incumbent.

CYNTHIA SMALLS, LABOR RELATIONS SPECIALIST, for Petitioner

EHRlich, FRAZER & FELDMAN (FLORENCE FRAZER, Esq., of counsel),
for Employer

O'DWYER & BERNSTIEN, LLP (ANDREW GRABOIS, ESQ., of counsel), for
Intervenor/Incumbent

BOARD DECISION AND ORDER

On November 20, 2007, the Civil Service Employees Association, Inc., Local
1000, AFSCME, AFL-CIO (petitioner) filed, in accordance with the Rules of Procedure
of the Public Employment Relations Board, a timely petition seeking certification as the
exclusive representative of certain employees of the Valley Stream Union Free School District No. 24 (employer).

Thereafter, the parties executed a consent agreement in which they stipulated that the following negotiating unit was appropriate:

Included: All permanent, full-time and part-time members of the custodial, grounds and maintenance staff including Head Custodian, Assistant Head Custodian, Cleaner, Custodian/Groundskeeper, Plumbing and Electrical Maintenance Mechanic, Skilled Maintainer, Maintenance Supervisor, Building Attendant and Messenger.

Excluded: Seasonal and casual employees and all other employees.

Pursuant to that agreement, a secret-ballot election was held on March 6, 2008, at which a majority of ballots were cast against representation by the petitioner.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots do not desire to be represented for the purpose of collective bargaining by the petitioner, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: December 29, 2008
Albany, New York

Robert S. Hite, Member

Sheila S. Cole, Member
In the Matter of

BARBARA A. HARGRAVE,

Petitioner,

- and -

CAMPBELL-SAVONA CENTRAL SCHOOL
DISTRICT,

Employer,

- and -

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

Intervenor/Incumbent.

BARBARA S. HARGRAVE, pro se

C. DOUGLAS JOHNSON, ESQ., for Employer

NANCY E. HOFFMAN, GENERAL COUNSEL (STEVEN A. CRAIN of counsel),
for Intervenor/Incumbent

BOARD DECISION AND ORDER

On February 25, 2008, the Barbara A. Hargrave (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition seeking decertification of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the exclusive representative of certain employees of the
Campbell-Savona Central School District (employer).

Thereafter, the parties executed a consent agreement in which they stipulated that the following negotiating unit was appropriate:


Excluded: All other employees.

Pursuant to that agreement, a secret-ballot election was held on June 18, 2008, at which a majority of ballots were cast for representation by the intervenor/incumbent.

Inasmuch as the results of the election indicate that a majority of the eligible voters in the unit who cast ballots desire to be represented for the purpose of collective bargaining by the intervenor/incumbent, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: December 29, 2008
Albany, New York

[Signatures]
Robert S. Hite, Member
Shella S. Cole, Member