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Board (PERB)

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1-27-1977

## State of New York Public Employment Relations Board Decisions from January 27, 1977

New York State Public Employment Relations Board

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## State of New York Public Employment Relations Board Decisions from January 27, 1977

### Keywords

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

### Comments

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a meeting for July 14, 1976 to discuss its contents. The City rejected the Association's demand to negotiate about the impact of the job eliminations at that meeting on the ground that the scope of the meeting was restricted to consideration of the factfinder's report. The City refused to accept an envelope containing the Association's demands relating to the impact of the elimination of the positions.

Discussion

The record makes clear that the employer received a proper demand to negotiate the impact of the abolition of jobs. Such a demand is a mandatory subject of negotiation (Matter of Burke v. Bowen, 40 NY 2d 264 [1976]; Port Washington UFSD v. PERB, 52 App Div 2d 927 [1976]). In this case, the employer made the unilateral determination to abolish positions; it was entitled to do so. It also made the unilateral determination that the abolition of the positions would have no impact upon the terms and conditions of those employees filling the remaining positions; this it could not do. It was required to consider the position of the Association. Its refusal to do so, or to even look at the Association's demands, was a violation of its duty to negotiate in good faith.

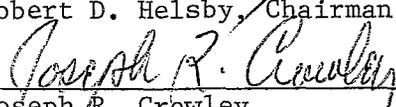
Accordingly,

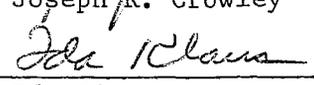
WE ORDER the City of Watertown to negotiate in good faith with  
the Watertown Fire Fighters' Association, I.A.F.F.

Local 191.

Dated: New York, New York  
January 27, 1977

  
Robert D. Helsby, Chairman

  
Joseph R. Crowley

  
Ida Klaus

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of  LOCAL 294, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,  <div style="text-align: right;">Respondent,</div>	:	
-and-	:	<u>BOARD DECISION AND ORDER</u>
CITY OF AMSTERDAM,  <div style="text-align: right;">Charging Party.</div>	:	<u>CASE NO. U-2416</u>

On November 23, 1976, the City of Amsterdam (City) filed a charge alleging that Local 294, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Local 294) committed an improper practice in violation of CSL §209-a.2(b) by refusing to negotiate in good faith with it. One aspect of the alleged violation was that Local 294

"arbitrarily, capriciously and without cause or justification and for the sole purposes of harrassing, hindering and frustrating the City of Amsterdam in its purposes did delay for an unreasonable and unjustifiable length of time before requesting compulsory arbitration causing undue disruption of the normal operations of the financial status of the City of Amsterdam."

The second aspect of the alleged violation was that Local 294 improperly insisted upon eight demands, both during factfinding and in its petition for arbitration, which, the City maintains, are non-mandatory subjects of negotiation. Local 294 responded to the charge by alleging that the timing of the petition for arbitration did not constitute an improper practice and that the eight demands in question all involve mandatory subjects of negotiation.

The dispute has been submitted to us for an expedited determination upon the charge and answer and the briefs of the parties, there being no dispute as to the facts.

The Timeliness of the Petition for Arbitration

The only facts bearing upon the first aspect of the charge are that the factfinder's report was issued on September 17, 1976 and Local 294 petitioned for arbitration on November 12, 1976, and that during the interim Local 294 sought to reach an agreement with the City. The City relied on no other evidence to support its allegations of Local 294 acting arbitrarily, capriciously and without cause or justification or of delay for the purpose of harassing, hindering or frustrating the City. The City argues that such conclusions flow from the mere fact of the five-and-one-half-week hiatus. It urges, moreover, that Local 294's petition should, in any event, be rejected by reason of laches. In support of the latter argument, it directs our attention to CSL §209.4(c)(i), which provides:

"if the dispute is not resolved within ten days after submission of the factfinder's report to the board, the board shall refer the dispute upon petition of either party to a public arbitration panel as hereinafter provided;"

We do not read this language, as does the City, as requiring a party which seeks arbitration to petition for arbitration within ten days of the issuance of the factfinder's report and recommendations. On the contrary, we think it is entirely appropriate, and indeed in furtherance of the policies of the Taylor Law, for a party to seek to continue negotiations and attempt to reach an agreement on the basis of the factfinder's recommendations before petitioning for arbitration. This is what Local 294 did.

So much of the charge as complains about the filing or the timeliness of the petition for arbitration is dismissed.

The Nature of the Demands

The first of the demands alleged to be for a non-mandatory subject of negotiation is:

"Item 4(d) Agency Shop - 'checkoff to be irrevocable during term of agreement'".

In arguing that this is a mandatory subject of negotiation, Local 294 explains that it is not a demand for a true agency shop, but rather a demand that checkoff authorization of employees be irrevocable during the duration of a contract. This is not a mandatory subject of negotiation. It is prohibited by §93-b of the General Municipal Law, which provides that "any such written authorization [for union dues deduction] may be withdrawn by such employee or member at any time by filing written notice of such withdrawal with the fiscal or disbursing officer". Civil Service Law §208.1(b), which extends to a recognized or certified public employee organization the right to dues checkoff "upon presentation of dues deduction authorization cards filed by individual employees" does not, by its terms, permit irrevocable authorization. It is consequently not inconsistent with the General Municipal Law provision and does not abrogate the right of a public employee under that law to cancel his authorization for checkoff of union dues at any time.

The second of the demands alleged to be for a non-mandatory subject of negotiation is:

"Item 4(g) Contract Continuation - 'the new collective bargaining agreement will remain in full force and effect after its expiration until a new collective bargaining agreement is negotiated and signed.'"

This demand, which relates to the interim extension of the terms of an agreement past its expiration date, is a mandatory subject of negotiation. <sup>1</sup>

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<sup>1</sup> In specifying the period for which an arbitration panel can bind parties to terms and conditions of employment, CSL §209.4(c)(vi) provides that, "in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement."

The next three demands are:

"Item 5(c) Switchboard Dispatchers - 'the Fire Department shall man the switchboard with civilian dispatchers without thereby reducing the existing work force.'"

"Item 5(e) Manpower - 'There shall be a minimum of 18 permanent professional firefighters on duty each shift.'", and

Item 6(g) Manning of Cars - 'Two men to each car.'"

These three demands all relate to the manpower needs of the City and the deployment of its personnel. These are non-mandatory subjects of negotiation.

See Matter of I.A.F.F. of the City of Newburgh, Local 589, 10 PERB ¶3001.

The sixth of the demands is:

"Item 6(h) - Police Vehicles - "Air conditioning units shall be placed in and thereafter maintained in all patrol vehicles. All police vehicles shall be equipped with split bench seats.'"

The City argues that, if it is required to negotiate over these demands, it might also have to negotiate over "reclining seats or soothing music in the cars or a coffee-dispensing machine in the cars." These demands relate to employee comfort while at work. In Matter of Scarsdale PBA, 8 PERB ¶3075, we determined that employee comfort is a term and condition of employment and a mandatory subject of negotiation. Thus the City's objection goes to the merits of the actual or potential demands and not whether they are mandatory subjects of negotiation.

The seventh demand is:

"Item 6(i) Ammunition Issue - 'Fresh ammunition shall be issued each year to each officer. Said issue shall consist of 450 rounds of wad cutters and 50 rounds of service ammunition. Said wad cutters shall be used by the police officers to increase their proficiency in the use of their sign-offs.'"

This is not a mandatory subject of negotiation. It is comparable to the demand in City of Albany PBA, 7 PERB ¶3078, that each patrol car be equipped with a shotgun. Our reasoning in that case applies to the demand herein.

It relates to:

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"the manner and means by which a city should render services to its constituency and is a management prerogative. Particularly as is the case here, the selection of weapons and their practical deployment is a management prerogative."

The last demand is:

"Item 6(j) Work Schedule - 'The Police Department shall adopt a 4 and 2 work schedule.'"

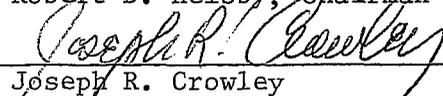
We note from the City's brief that its concern is that underlying the demand is an attempt "to replace a 40 hour work week with a 37 hour work week by virtue of an unorthodox schedule." The City indicates its willingness to negotiate over the schedule, but not over the number of hours worked by the police. This posture is inappropriate. The Taylor Law requires negotiations over terms and conditions of employment and it defines "terms and conditions of employment" to mean, among other things, "hours".

NOW, THEREFORE, WE ORDER that Local 294, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, negotiate with the City of Amsterdam in good faith with respect to all those demands considered herein to be non-mandatory subjects of negotiation,<sup>2</sup> and with respect to all other matters, the charge herein is dismissed.

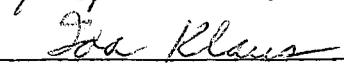
Dated: New York, New York  
Januar- 27, 1977



Robert D. Helsby, Chairman



Joseph R. Crowley



Ida Klaus

<sup>2</sup> Local 274's duty to negotiate in good faith contemplates their withdrawing such demands from arbitration.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-1/27/77

In the Matter of

THE CITY OF NEW YORK, ENVIRONMENTAL PROTECTION  
ADMINISTRATION,

:  
:  
: BOARD DECISION AND ORDER

Respondent,

- and -

:  
: CASE No. U-1980

HENRY DANCYGIER and LOCAL 375, AFSCME,  
AFL-CIO,

Charging Party.

This matter comes to us on the exceptions of Henry Dancygier and Local 375, AFSCME, AFL-CIO (charging parties) from a hearing officer's decision dismissing their charge. The charge alleges that the City of New York Environmental Protection Administration (City) committed an improper practice, in violation of CSL §§209-a.1 (a) and (c),<sup>1</sup> by refusing to grant Dancygier excused leave<sup>2</sup> to attend and participate in four pre-hearing conferences and seven days of hearings in connection with an earlier charge filed by the charging party.<sup>3</sup> The City denied the commission of an improper practice and asserted, as an affirmative defense, that the charge was untimely filed.<sup>4</sup> The hearing officer determined that the filing of the charge had been

<sup>1</sup> These sections of the Act make it an improper employer practice deliberately "(a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section two hundred two for the purpose of depriving them of such rights [and] (c) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, any employee organization...."

<sup>2</sup> Excused leave is used by respondent to indicate leave not charged to the employee. In this case, respondent charged Dancygier's absence to his annual leave account.

<sup>3</sup> See 9 PERB ¶4519 (April 28, 1976).

<sup>4</sup> Section 204.1 of the Rules provides that a charge that any public employer "...has engaged in or is engaging in an improper practice may be filed with the Director within four months thereof...."

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timely but he dismissed it on its merits. It is to this determination that the charging parties have taken exception.

#### FACTS

The charging parties had, in the earlier charge, alleged that the City violated CSL §§209-a.1(b) and (c) by, among other things, failing to pass Mr. Dancygier at the end of his probationary period for the position of Senior Air Pollution Control Engineer "by reason of [his] activities in behalf of the Union...". Other than Mr. Dancygier, the witnesses who were required to be available to testify at the earlier hearing were given excused leave, but Mr. Dancygier's absences from work to attend the conferences and the hearings were charged against his accrued annual leave. These charges were ostensibly made pursuant to Rule F.4.0(c) of the Regulations of the City applicable to all "career and salary plan employees"<sup>5</sup> and Interpretation A of those regulations.

The time and leave provisions and the procedures for their implementation were the subject of citywide contract negotiations. Rule F.4.0(c) and Interpretation A were promulgated pursuant to that citywide agreement. Pursuant to Rule F.4.0(c) and Interpretation A an employee may be given excused leave to testify at a court trial or at a hearing before an administrative agency which has authority to compel the witness's presence by the issuance of a subpoena, provided that the witness does not have a personal interest in the case.

#### DISCUSSION

Charging parties rely upon our decision in Matter of Board of Education CSD #1 of the Town of Vestal, 4 PERB ¶13038, confirming 4 PERB ¶14505, for the conclusion that the City was obligated to give Dancygier excused leave.

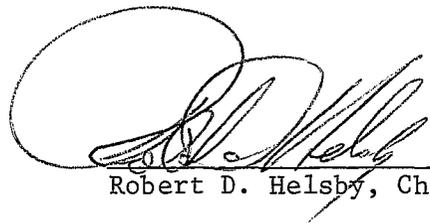
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<sup>5</sup> "Career and salary level plan employees" are employees for whom time and leave rules must be uniform as a matter of law.

In that case, it was determined that the employer discriminated against employees for the purpose of discouraging participation in the activities of an employee organization when it compensated only the witnesses whom it subpoenaed to testify at a prior hearing but refused to compensate those whom the employee organization had subpoenaed to testify at that same hearing. The hearing officer properly rejected the charging parties' reliance upon Vestal.<sup>6</sup> Here the City did not distinguish between its witnesses and charging parties' witnesses as such. The only distinction made was between a party-witness who had a personal interest in the case and all other witnesses. This distinction was not made because of any improper motivation, but pursuant to an agreement negotiated with the employee organization that was authorized to negotiate over the time and leave rules, and it was applicable to all trials and hearings rather than being applied in the prior case on an ad hoc basis.

Accordingly, we confirm the determination of the hearing officer, and  
WE ORDER that the charge herein be dismissed in its  
entirety.

Dated: New York, New York  
January 27, 1977



Robert D. Helsby, Chairman



Joseph R. Crowley



Ida Klaus

<sup>6</sup> Board Member Klaus was not a Member of the Board at that time.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-1/27/77

In the Matter of

GREAT NECK UNION FREE SCHOOL DISTRICT,

Employer,

- and -

GREAT NECK PARAPROFESSIONALS ASSOCIATION,  
Affiliated with Great Neck Teachers Association,  
NYSUT, NEA, AFT, AFL-CIO,

Petitioner.

BOARD DECISION AND ORDER

Case No. C-1341

The matter herein was commenced by the filing of a petition by the Great Neck Paraprofessionals Association (Petitioner) for certification as the exclusive negotiating representative for a negotiating unit consisting of all aides, including aides in state and federally funded programs, employed by the Great Neck Union Free School District (School District). In a prior proceeding (Matter of Board of Education, Great Neck UFSD, 5 PERB 4049 [1971]), the Director of Public Employment Practices and Representation (Director) had determined that the aides employed in state and federally funded programs lacked "a sufficient employment nexus with their employer to justify their designation as public employees" and that "effective control of the hours, wages and benefits of these aides resides not with the employer, but with the State Education Department and federal government."

In support of the current petition, Petitioner contends that since 1971 there has been a change in circumstances which justifies a reversal of the prior decision. Based upon the evidence in the record, the Director determined that aides employed by the School District in state and federally funded programs now have a sufficient nexus to the School District for

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coverage under the Taylor Law. His findings of fact in this regard are supported by the evidence and we confirm his conclusions of law. Moreover, no exceptions were specified regarding this aspect of his decision.

The School District has taken exception, however, to the Director's determination that aides employed in state and federally funded programs should be included in the same negotiating unit as other aides employed by the School District. The parties did not address themselves to the question of the appropriate negotiating unit during the course of the hearing and the Director's decision states that, "There is no dispute between the parties that if these aides are found to be public employees they should be added to the existing unit of aides."

The School District's exceptions comment upon the Director's statement, which they allege to be in error. The written record does not establish that the School District agreed that, if outside funded aides were found to be public employees, they should be added to the existing unit of aides.

The evidence in the record relevant to the character of the appropriate unit is not adequate. Three circumstances raise some question regarding the appropriateness of the unit specified in the decision of the Director. The first is that there appears to be no interchange of job assignments between the two groups of aides. The second is that there appears to be a significant difference in the manner in which the aides in each group are hired. The third is that a substantial proportion of the aides employed in state and federally funded programs appear to be students. Absent an agreement between the parties, these circumstances are enough to raise doubts concerning the appropriateness of the unit specified by the Director. More information regarding the terms and conditions of employment of both groups of aides is required to enable us to determine whether they have a sufficient

community of interest in their employment relationship to warrant their inclusion in a single unit.

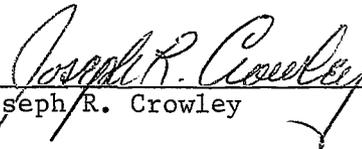
ACCORDINGLY, this matter is remanded to the Director to reopen the record to produce further information bearing upon the appropriate negotiating unit and to transmit such information to us directly, together with his report and recommendations.

Dated: New York, New York  
January 27, 1977



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Robert D. Helsby, Chairman



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Joseph R. Crowley



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Ida Klaus

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-1/27/77

In the Matter of

VILLAGE OF WEST HAVERSTRAW,

Employer,

-and-

VILLAGE OF WEST HAVERSTRAW UNIT,  
ROCKLAND COUNTY CHAPTER, CSEA, INC.,

Petitioner.

CASE No. C-1409.

BOARD DECISION

On September 13, 1976, the Village of West Haverstraw Unit, Rockland County Chapter, C.S.E.A., Inc. (petitioner) filed, in accordance with the Rules of Procedure of the Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees employed by the Village of West Haverstraw.

Following the informal conference, the parties executed a consent agreement which was approved by the Director of Public Employment Practices and Representation on January 3, 1977. The negotiating unit stipulated to therein was as follows:

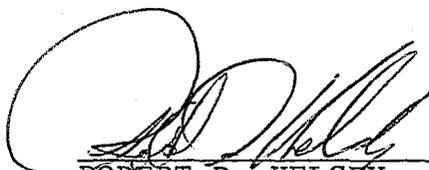
Included: All full-time members of the Department of Public Works.

Excluded: Superintendent of Department of Public Works and all other employees.

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Pursuant to the consent agreement, a secret ballot election was held on January 14, 1977. The results of this election indicate that the majority of eligible voters in the stipulated unit who cast valid ballots do not desire to be represented for purposes of collective negotiations by the petitioner.<sup>1/</sup>

Dated: New York, New York  
January 27, 1977

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

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<sup>1/</sup> There were four (4) ballots cast in favor of representation by the petitioner and seven (7) ballots against representation by the petitioner.

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
BALLSTON SPA EDUCATION ASSOCIATION, : BOARD DECISION AND ORDER  
Upon the Charge of Violation of Section: Case No. D-0114  
210.1 of the Civil Service Law.

This matter comes to us on the application of the Ballston Spa Education Association for restoration of its dues deduction privileges which had been suspended indefinitely on December 5, 1975. At that time, we determined that said Association had violated CSL Section 210.1 by engaging in a strike against the Ballston Spa Central School District on September 19, 22, 23, 24, and 25, 1975. We ordered that its dues deduction privileges should be suspended "provided that the Ballston Spa Education Association may apply to this Board at any time after December 31, 1976, for the restoration of such dues deduction privileges, such application to be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of section 210 of the Civil Service Law since the violation herein found, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g)."

The Ballston Spa Education Association has submitted an affirmation that it does not assert the right to strike against any

government, and we have ascertained that it has not engaged in, caused, instigated, encouraged, condoned or threatened a strike against the Ballston Spa Central School District since the date of the above-stated violation.

NOW, THEREFORE, WE ORDER that the indefinite suspension of the dues deduction privileges of the Ballston Spa Teachers Association be and hereby is terminated.

Dated: January 27, 1977  
New York, New York



Robert D. Helsby, Chairman



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
NIAGARA FALLS TEACHERS, :  
Upon a Charge of Violation of Section : BOARD DECISION :  
210.1 of the Civil Service Law. : AND ORDER

Case No. D-0115

This matter comes to us on the application of the Niagara Falls Teachers for restoration of its dues deduction privileges which had been suspended indefinitely on December 5, 1975. At that time, we determined that the Teachers had violated CSL Section 210.1 by engaging in a strike against the City School District of the City of Niagara Falls on September 22, 23, 24, 25, and 26, 1975. We ordered that its dues deduction privileges should be suspended "provided that the Niagara Falls Teachers may apply to this Board at any time after December 31, 1976, for the restoration of such dues deduction privileges, such application to be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of section 210 of the Civil Service Law since the violation herein found, and accompanied by an affirmation that it no longer asserts the right to strike against any government as required by the provisions of Civil Service Law §210.3(g)."

The Niagara Falls Teachers has submitted an affirmation that it does not assert the right to strike against any government, and

we have ascertained that it has not engaged in, caused, instigated, encouraged, condoned or threatened a strike against the City School District of the City of Niagara Falls since the date of the above-stated violation.

NOW, THEREFORE, WE ORDER that the indefinite suspension of the dues deduction privileges of the Niagara Falls Teachers be and hereby is terminated.

DATED: New York, New York  
January 27, 1977



Robert D. Helsby, Chairman



Joseph R. Crowley



Ida Klaus

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2H-1/27/77

In the Matter of :  
VILLAGE OF HOOSICK FALLS, :  
Employer, :  
-and- : Case No. C-1404  
CIVIL SERVICE EMPLOYEES ASSOCIATION, :  
INC., : Unit: Police  
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 CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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

Unit: Included: All employees of the Village of Hoosick Falls Police Department.

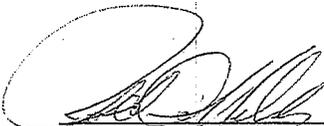
Excluded: Chief of Police and part-time employees of the Department.

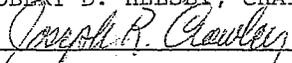
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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

Signed on the 27 day of January, 1977.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#21-1/27/77
VILLAGE OF HOOSICK FALLS,	:	
Employer,	:	
-and-	:	Case No. <u>C-1404</u>
CIVIL SERVICE EMPLOYEES ASSOCIATION,	:	Unit: Village Employees
INC.,	:	Other Than Police
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 CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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

Unit: Included: All employees of the Village of Hoosick Falls.

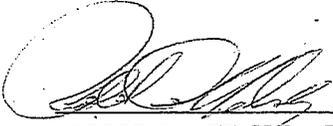
Excluded: Mayor; Members of the Board of Trustees; Village Treasurer; Village Clerk; Deputy Village Clerks; Building Inspector; Assessor; Sewer Inspector; Superintendent of the Department of Public Works; Employees of the Police Department.

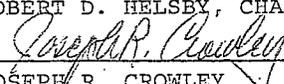
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

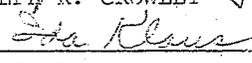
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

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

Signed on the 27 day of January, 19 77.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

VILLAGE OF SCARSDALE, : #2J-1/27/77  
Employer, :  
-and- :  
LOCAL 456, INTERNATIONAL BROTHERHOOD :  
OF TEAMSTERS, :  
Petitioner, : Case No. C-1416  
-and- :  
SCARSDALE LOCAL NO. 540, N.Y.S. :  
COUNCIL NO. 66, :  
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 LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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

Unit: Included: All employees in the Highway, Waste and Water Departments in the following positions: Highway: Motor Equipment Operator IB, Motor Equipment Operator I, Motor Equipment Operator II, Tree Trimmer, Auto Mechanic, Assistant Auto Mechanic, Motor Equipment Operator (shop), Motor Equipment Operator IIS, Road Maintainers, Laborers; Waste: Crane Operator, Crane Operator II, Incinerator Attendant, Motor Equipment Operator, Sanitation Man, Laborer; Water: Water Maint. Man Gr.II; Police: Laborer.

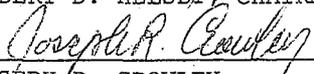
Excluded: All other employees.

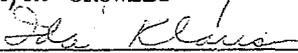
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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

Signed on the 27th day of January, 19 77.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2K-1/27/77

WARWICK VALLEY CENTRAL SCHOOL DISTRICT,

Employer,

-and-

WARWICK EDUCATORS ASSOCIATION,

Petitioner,

-and-

WARWICK VALLEY TEACHERS ASSOCIATION,  
Intervenor.

Case No. C-1419

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 WARWICK VALLEY TEACHERS ASSOCIATION

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

Unit: Included: All professional employees.

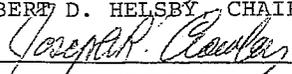
Excluded: Superintendent of Schools, Assistant Superintendent--Instruction, Assistant Superintendent--Business, Principals, Assistant Principals.

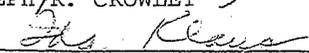
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with WARWICK VALLEY TEACHERS ASSOCIATION

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

Signed on the 27 day of January, 1977 .

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

#2L-1/27/77

In the Matter of :  
VILLAGE OF EAST ROCKAWAY, :  
Employer, :  
-and- :  
LOCAL 342, LONG ISLAND PUBLIC SERVICE : Case No. C-1412  
EMPLOYEES, U.M.D., I.L.A., :  
Petitioner, :  
-and- :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, :  
NASSAU CHAPTER, :  
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 CIVIL SERVICE EMPLOYEES ASSOCIATION, NASSAU CHAPTER

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

Unit: Included: All personnel in the employ of the Village.

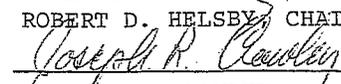
Excluded: Administrative and clerical personnel.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with CIVIL SERVICE EMPLOYEES ASSOCIATION, NASSAU CHAPTER

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

Signed on the 27th day of January, 1977.

  
ROBERT D. HELSBY, CHAIRMAN

  
JOSEPH R. CROWLEY

  
IDA KLAUS