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State of New York Public Employment Relations Board Decisions from January 26, 1978

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from January 26, 1978

Keywords

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the
 ONTEORA NON-TEACHING EMPLOYEES ASSOCIATION,
 -and-
 ONTEORA TEACHERS ASSOCIATION,
 Upon the Charge of Violation of Section
 210.1 of the Civil Service Law.

BOARD DECISION AND ORDER

CASE NO. D-0157

On November 16, 1977, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Onteora Non-Teaching Employees Association (ONTEA) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned, and engaged in a one-day strike against the Onteora Central School District (District).

The charge further alleged that the strike took place on October 21, 1977, involving approximately 114 public employees out of a negotiating unit of some 134.

In addition, the charge named the Onteora Teachers Association as a party-respondent because ONTEA has authorized the District to remit part of its CSL §208 permissible dues deductions to the Onteora Teachers Association and because the charging party contemplated recommending an order directing the District to cease making and remitting said dues deductions in their entirety, without regard to any participation by the Onteora Teachers Association in the strike.


Both respondents filed an answer, but thereafter agreed to withdraw it, thus admitting to all of the allegations of the charge upon the understanding that the charging party would recommend, and this Board would accept, a penalty of loss of its dues deduction privileges to the extent of 25% of the

amount that would otherwise be made during a year.¹ The charging party had recommended a suspension of deduction privileges for 25% of such deductions.

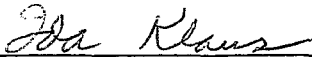
On the basis of the unanswered charge, we find that ONTEA violated CSL §210.1 in that it engaged in a strike as charged, and we determine that the recommended penalty is a reasonable one.

WE ORDER that the deduction privileges of the Onteora Non-Teaching Employees Association, including any remittances therefrom to the Onteora Teachers Association, be suspended commencing on the first practicable date, so that no further deductions be made by the Onteora Central School District for a period of time during which 25% of the annual deductions would otherwise be made on behalf of the Onteora Non-Teaching Employees Association. Thereafter, no such deductions shall be made on its behalf by the Onteora Central School District until the Onteora Non-Teaching Employees Association affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

DATED: New York, New York
January 26, 1978



Harold R. Newman, Chairman



Ida Klaus

1 This is intended to be an equivalent of a three (3) month suspension of the privileges of the dues and/or agency shop fee deduction, if any, if such were withheld in equal monthly installments throughout the year.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
NYACK TEACHERS ASSOCIATION,	:	<u>BOARD DECISION AND ORDER</u>
Upon the Charge of Violation of	:	
Section 210.1 of the Civil Service Law.	:	Case No. D-0125

This matter comes to us on the application of the Nyack Teachers Association for full restoration of its dues deduction privileges. The Association's dues deduction privileges had originally been indefinitely suspended on January 30, 1976, at which time we determined that it had violated Section 210 of the Civil Service Law by engaging in a strike against the Nyack Central School District during the period October 14 through November 21, 1975 (see 9 PERB ¶3016). We stated at that time that the Association could apply for restoration of such privileges any time after August 15, 1977, such application to be "supported by proof of good faith compliance with subdivision one of Section 210 of the Civil Service Law since the violation herein found, such proof to include, for example, the successful negotiation, without a violation of said subdivision, of a contract covering the employees in the unit affected by the violation . . .", and accompanied by a no-strike affirmation.

On December 8, 1977, this Board, in response to the Association's application for restoration of dues check-off privileges, suspended the forfeiture of said privileges, finding that the Association had not threatened to strike during negotiations for the first new contract between the parties since the forfeiture


had been imposed (see 10 PERB ¶3102). However, since the parties were still in negotiations, and therefore since the Association had not yet successfully negotiated an agreement, suspension of the forfeiture was made subject to revocation "in the event of a strike or strike threat." We then held that the Association could "apply for full restoration of its dues deduction privileges upon the successful negotiation of a contract in the unit affected by the violation."

On December 13, 1977, the Nyack Teachers Association submitted to this Board a statement alleging that it had successfully negotiated a new three-year agreement which had been ratified on December 12, 1977, and requesting full restoration of dues deduction privileges. We have ascertained that the allegation is truthful, and have further ascertained that the Association has not engaged in, caused, instigated, encouraged, condoned or threatened a strike against the Nyack Central School District since the date of the above-stated violation.

NOW, THEREFORE, WE ORDER that the dues deduction privileges of the Nyack Teachers Association be and hereby are fully restored.

Dated: New York, New York
January 26, 1978


HAROLD R. NEWMAN, CHAIRMAN


IDA KLAUS

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
	:	
ONONDAGA COMMUNITY COLLEGE,	:	<u>BOARD DECISION</u>
	:	
Respondent,	:	
	:	<u>CASE NO. U-2587</u>
-and-	:	
	:	
ONONDAGA COMMUNITY COLLEGE FEDERATION	:	
OF TEACHERS, AFT, LOCAL 1845,	:	
	:	
Charging Party.	:	
	:	


On January 13, 1978, the Onondaga Community College moved this Board for an extension of the period of time in which to request an extension of the time to file exceptions to a hearing officer's decision. That hearing officer's decision determined that the Onondaga Community College had violated its duty to negotiate in good faith by refusing to execute an agreement that it had made. The hearing officer's decision was received by the Onondaga Community College on December 16, 1977. The last day for filing exceptions in person was January 10, 1978. Under Section 204.12 of our Rules, a request for an extension of time within which to file exceptions should have been in writing and filed in person on or before January 5, 1978. If sent by mail, the request should have been posted two days earlier.

On January 9, 1978, the Onondaga Community College made a telephone request for an extension of time in which to file exceptions. That telephone request was already after the time when a request could have been made under Section 204.12(d) of our Rules. The Onondaga Community College Federation of Teachers, AFT, Local 1845, the successful party before the hearing officer, opposes the request for an extension.

This Board may extend the time during which a party may request an extension of time to file exceptions "because of extraordinary circumstances". The circumstances specified by the Onondaga Community College are that numerous court appearances prevented a timely request. That is not sufficient justification for the relief sought. We do not find that the opposition of the Onondaga Community College Federation of Teachers, AFT, Local 1845, is unreasonable. Under these circumstances, the motion herein is denied.

DATED: New York, New York
January 26, 1978


Harold R. Newman, Chairman


Ida Klaus