



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Board Decisions - NYS PERB

New York State Public Employment Relations
Board (PERB)

5-16-1978

State of New York Public Employment Relations Board Decisions from May 16, 1978

New York State Public Employment Relations Board

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/perbdecisions>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the New York State Public Employment Relations Board (PERB) at DigitalCommons@ILR. It has been accepted for inclusion in Board Decisions - NYS PERB by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

State of New York Public Employment Relations Board Decisions from May 16, 1978

Keywords

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

Comments

This contract is part of a digital collection provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2A-5/16/78

In the Matter of

ONONDAGA COMMUNITY COLLEGE FEDERATION OF
TEACHERS, AFT, LOCAL 1845,

Respondent,

-and-

ONONDAGA COMMUNITY COLLEGE,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-2825

In the Matter of

ONONDAGA COMMUNITY COLLEGE,

Respondent,

-and-

ONONDAGA COMMUNITY COLLEGE FEDERATION OF
TEACHERS, AFT, LOCAL 1845,

Charging Party.

CASE NO. U-2835

On August 5, 1977, the Onondaga Community College (College) filed a charge alleging that the Onondaga Community College Federation of Teachers, AFT, Local 1845 (Federation), refused to negotiate in good faith in that it improperly insisted upon the negotiation of nonmandatory subjects of negotiation (Case No. U-2825). The Federation responded that each of the contested demands was a mandatory subject of negotiation and, on August 15, 1977, it filed a countercharge against the College (Case No. U-2835). The countercharge alleges that the College refused to negotiate over demands made by the Federation involving mandatory subjects of negotiation. The College concedes that it has refused to negotiate over the enumerated demands, but it justifies this refusal by its contention that the demands do not constitute mandatory subjects of negotiation.

5220

Both cases involve disputes as to the scope of negotiations under the Taylor Law and they have been processed under §204.4 of our Rules, which permits the record to be submitted directly to this Board without a hearing officer's report or recommendations. The two charges have been consolidated because the scope of negotiations issues are identical, each charge being the converse of the other. The record indicates that the Federation had made twenty-three demands which the College alleges to be nonmandatory subjects of negotiation. As of the close of the record, the Federation was still pressing for the acceptance of these demands, but the dispute had not yet been submitted to factfinding. There is no evidence that the Federation took a firm position that it would not enter into any agreement unless it contained all or some of the twenty-three disputed demands or that its pursuit of those demands otherwise obstructed the fulfillment of the fundamental purpose of the collective bargaining process, which is to reach agreement as to terms and conditions of employment governing the employer-employee relationship. Accordingly, we dismiss the charge that the Federation improperly insisted upon any of the contested demands. The substantive issues, however, must be reached because the evidence establishes that the College refused to negotiate over the twenty-three demands and this would be an improper practice to the extent that those demands include mandatory subjects of negotiation.

We now discuss the demands.

DEMAND 1 - PREAMBLE

"The College and Federation recognize their common interests beyond their collective bargaining relationship. They pledge to strive together to insure the highest quality of service and the highest standards of professional education. It is with these goals in mind that they have entered into this collective agreement which, in addition to establishing bargaining terms and conditions of employment, is intended to provide a model and a framework for collective resolution of any disputes that may arise between them."

The statutory duty to negotiate is restricted to terms and conditions of employment (§203 of the Taylor Law). The proposed Preamble is in the nature of a general prefatory affirmation by the parties of their mutual responsibility for the quality of education. It does not propose terms and conditions of employment but expressly goes beyond the bargaining relationship. It is, therefore, not a mandatory subject of negotiation (Orange County Community College Faculty Association, 9 PERB ¶3068 at page 3117 [Orange I]).

DEMAND 4 - WORKING CONDITIONS¹

"7-1 'Establishment of each teaching load rests with the Department Chairperson* and the individual faculty member . . . ' [*The Department Chairperson is a bargaining unit member.]

7-4(a) The registrar in consultation with the Department Chairperson, shall determine the master schedule of classes based on the tentative list of course offerings submitted by the Department Chairperson.

7-4(b) Establishment of individual Faculty teaching loads and schedules shall be done by each Department Chairperson in consultation with the appropriate Dean consistent with the preferences of the faculty member. . . .Class sizes shall be determined by consensus of the department and Registrar, subject to approval of the appropriate Dean."

This is not a mandatory subject of negotiation. 7-1 would permit teaching load to be determined jointly by the individual teacher and his Department Chairperson, both of whom are in the negotiating unit. Although the subject of employee workload is a mandatory subject of negotiation, a demand that the employer relinquish to the unit employees alone all responsibilities in this area is not. Moreover, the reference to teaching load is ambiguous. It may mean class size and, if so, it is not a mandatory subject of negotiation (West Irondequoit v. Helsby, 35 NY2d 46 [1974]). At the request of the Federation, we remanded this case to the hearing officer to give it an opportunity to

¹ The charge with respect to contested Demands Nos. 2 and 3 has been withdrawn.

clarify the demand. The record upon remand does not clarify the demand and any ambiguities must be resolved on the basis of the apparent meaning and implications of its language and, hence, against the Federation, which is the party making the demand. 7-4(a) and 7-4(b) are not mandatory subjects of negotiation because they deal with the deployment of staff and class size, both of which are management prerogatives (City of Newburgh, 10 PERB ¶3001 and West Irondequoit Teachers Association v. Helsby, supra).

DEMAND 5 - ACADEMIC CALENDAR

"The academic calendar shall be determined by the established Handbook and Calendar Committee in consultation with the Federation Executive Committee and approved by the President of the College. The Committee shall include four elected Faculty members, the Dean of Student Personnel Services, the Director of Continuing Education, the Registrar and two students with the Committee Chairperson being appointed by the Faculty Chairperson."

The times when educational services should be provided to students is a matter of public policy for determination by the College and not a mandatory subject of negotiation. Although a school calendar may include matters that are mandatory subject of negotiation, this demand encompasses all aspects of the academic calendar and is not a mandatory subject of negotiation (Orange I at page 3118).

DEMAND 6 - SEMESTER SYSTEM

"The two semester system will not be altered by the administration without prior consultation with the Onondaga Community College Federation of Teachers."

This demand deals with the organization of the instructional program of the College. That program is a management prerogative. Accordingly, the demand does not deal with a mandatory subject of negotiation.

DEMAND 7 - CHAIRPERSON OF THE FACULTY

"The Chairperson of the Faculty shall receive the same normal reduced teaching load currently in effect for the Academic Department Chairperson."

The record as originally submitted to us did not indicate whether or not the Chairperson of the Faculty is within the negotiating unit represented by

the Federation. The question was remanded to the hearing officer for further evidence on this point. The evidence on remand indicates that the Chairperson of the Faculty is the head of the Governance organization. In the past, the position has been filled by faculty members who, by virtue of their primary assignments, were in the negotiating unit. There is, however, nothing to preclude an administrator or some other non-unit employee from holding the position of Chairperson of the Faculty.

Whenever the position of Chairperson of the Faculty is held by an employee who is within the negotiating unit, a demand relating to his workload is a mandatory subject of negotiation. To that extent, the demand herein, appropriately phrased, is a mandatory subject of negotiation.

DEMAND 8 - DEPARTMENT CHAIRPERSON

"Two nominees shall be elected by full-time members of the department for a three-year period. Nominees as elected shall then be presented to the President of the College who shall appoint one to serve as Department Chairperson for a three-year period. In case of rejection of the first choice of a department the President shall provide reasons in writing."

The demand relates to the method or procedure for selection of employees for promotion. This is not a mandatory subject of negotiation.

DEMAND 9 - DEPARTMENT HEAD AND DEPARTMENT CHAIRPERSONS RECALL

"All Department Heads and Department Chairpersons shall be subject to recall by the President of the College or by a majority vote of the full-time faculty within his department."

This demand would subject the dismissal or reduction in position of some unit employees to a majority vote of other unit employees. This deals with a matter that is clearly a management prerogative. The demand is not a mandatory subject of negotiation.

DEMAND 10 - COUNSELOR-STUDENT RATIO

"The administration shall strive to establish and maintain the counselor-student ratio of one counselor for every 250 full-time students or their equivalent."

In this form, the demand is similar to the class size demand that we determined not to be a mandatory subject of negotiation in the West Irondequoit case. It should be contrasted with the demand found to be mandatory in Orange County Community College Faculty Association, 10 PERB ¶3080 at page 3138 (Orange II). That demand was for the employer to take one of several alternative steps to relieve the impact upon the workload of counselors who are assigned more than 250 students. The demand is not a mandatory subject of negotiation.

DEMAND 11 - PERSONNEL SELECTION

"The Department Chairperson shall notify the appropriate Dean by May 15 which personnel will perform the necessary work."

This demand deals with the deployment of staff and is not a mandatory subject of negotiation (City of Newburgh, 10 PERB ¶3001).

DEMAND 12 - SECRETARIAL SERVICES

"The Administration shall strive to provide at least one secretary for each department of average size."

This demand directly involves the terms and conditions of employment of unit employees. It is a mandatory subject of negotiation.

DEMAND 13 - PARITY

"If any improvements in the health insurance program or the New York State Employees' Retirement System benefits or the rate of contributions thereto by the employer are made applicable to any group of County employees during the life of this agreement those improvements shall be made available to the persons covered by this agreement."

The record does not indicate whether any other group of County employees negotiate for benefits, an increase in which would require a commensurate

increase in the benefits of unit employees. If this demand would establish automatic "parity" between the benefits of unit employees and the benefits provided by the County to other County employees in other units through collective negotiations, it is not a mandatory subject of negotiation. This Board has long held that there is no duty to negotiate over a demand that benefit levels of employees engaged in negotiations may be changed automatically by reason of the outcome of negotiations involving employees in a different negotiation unit (City of Albany, 7 PERB ¶13079, at page 3046).²

DEMAND 14 - STAFFING RATIO

"The O.C.C. shall strive to reach the following percentage distributions: Professor, 30%; Associate Professor, 30%; Assistant Professor, 30%; Instructor, 10%."

The staff structure and table of organization of a public employer is a management prerogative and not a mandatory subject of negotiation (Scarsdale PBA, 8 PERB ¶13075, at page 3134).

DEMAND 15 - RANK QUALIFICATIONS

The demand specifies qualifications for the positions of Instructor, Assistant Professor, Associate Professor and Professor. The language is extensive and it is unnecessary to quote it.

The establishment of minimum qualifications is a management prerogative (County of Nassau, 8 PERB ¶13058; reversed on other grounds Nassau Chapter, Civil Service Employees Association, Inc. v. Robert D. Helsby, et al., 54 AD2d 925 [1976], affirmed 43 NY2d 755 [1977]).

² In City of New York, 10 PERB ¶13003, the Board determined, with Member Klaus dissenting, that parity is a prohibited subject of negotiation. We do not deal with that question here.

DEMAND 16 - COMMITTEE ON APPOINTMENTS

"The Committee on Appointments shall consist of three elected, tenured faculty members and the President or his designee, and one student. One new faculty member shall be elected each year and vacancies shall be filled by election. The term of office shall be three years, exclusive of those serving unexpired terms of resigned members. No member shall be reelected after a three-year term until one year has elapsed. The Committee Chairperson shall be appointed by the President from among the faculty members on the Committee."

The choice of who should serve on committees involved in the hiring of new staff is a management prerogative (Board of Higher Education of the City of New York, 7 PERB ¶3028). This is not a mandatory subject of negotiation.

DEMAND 17 - EMPLOYMENT PROCEDURES

"Candidates for all available positions shall be first interviewed by the appropriate Dean and the department concerned who will judge the qualifications of the candidate and his appropriateness for the position available. Candidates favorable to the department shall be referred with recommended rank to the Appointments Committee for their consideration. Candidates shall be further screened by this Committee who shall either act favorably upon the candidate and make their recommendation to the President or his authorized designee, or shall reject the candidate, putting in writing and returning to the appropriate Dean and the department their reasons for so doing."

This demand is similar to Demand No. 16, and involves a nonmandatory subject of negotiation for the reasons set forth in our comments on the previous demand.

DEMANDS 18 and 19

In their original form, Demand 18 related to the establishment of a committee on reappointment, promotion and tenure, and Demand 19 involved substantive matters regarding reappointment, promotion and tenure. The Federation withdrew these demands and substituted for them a demand that a "Desruisseaux Report" be included in the contract. That report proposed changes in the reappointment, promotion and tenure systems of the college and would leave appli-

cation of the proposed standards to a reappointment-tenure committee. The report provides for the composition of those committees. We have already determined that the composition of committees that evaluate employees for reappointment or tenure is a management prerogative. Accordingly, the demand for the inclusion of the Desruisseaux Report in the contract is not a mandatory subject of negotiation.

DEMAND 20 - PROMOTION CRITERIA

"(a) Faculty members may be promoted from one rank to the next rank according to either of the following methods: (1) they have reached the last step in their current rank and they have met the qualifications for the next rank; (2) they have met the qualifications for the next rank and have been selected and approved for meritorious promotion following the procedures as set forth elsewhere in this contract.

(b) Instructors who have completed four years of service and who have received tenure shall be considered and recommended for promotion to Assistant Professor."

This demand is not a mandatory subject of negotiation. It seeks to set the sole criteria to govern promotion, a matter of managerial prerogative.

DEMAND 21 - STAFFING RATIO

"The College shall strive to reach the following percentage distributions: at least 30% at the rank of Professor, at least 60% at the rank of Associate Professor or above, at least 90% at the rank of Assistant Professor or above. In order to make progress toward these goals, the deficiency from these percentage distributions should be halved each year, subject to personnel qualification and financial limitations of the College."

This demand is similar to Demand 14 and is a nonmandatory subject of negotiation for the reasons stated in our discussion of that demand.

DEMAND 22 - FULL-TIME LINES

"Full-time lines within any department shall be maintained at not less than those in effect for the 1977 Spring semester. At least 75% of course selections offered must be covered by full-time faculty."

This demand would restrict the exercise by the College of its management prerogative of determining the nature and extent of its staffing needs. Accordingly, it is not a mandatory subject of negotiation.

DEMAND 23 - RETRENCHMENT

"If retrenchment or any reduction in force becomes necessary, the administration will release no faculty members without the approval of the OCCFT."

This demand would preclude the College from exercising its prerogative of laying off employees. This is not a mandatory subject of negotiation (Matter of Susquehanna Valley Central School District, 37 NY2d 614 [1975], and Matter of Yonkers Board of Education, 40 NY2d 268 [1976]).

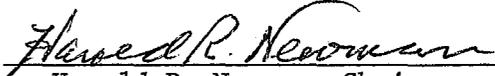
Most of the Federation's demands are to establish governance procedures for the College. In higher education, such procedures are common and are an aspect of so-called "collegiality" systems. The Federation concedes that these demands would not constitute mandatory subject of negotiation for most public employees, but it contends that the tradition of collegiality makes it a mandatory subject of negotiation in higher education. In Board of Higher Education of the City of New York, 7 PERB ¶13028, we rejected this contention. In doing so, we recognized the value of a collegial system and the traditional reliance upon it to resolve many questions of public policy in higher education. Our decision there and here that collegiality is not a mandatory subject of collective negotiation under the Taylor Law does not reflect disapproval of

that system. Rather, for purposes related to our statutory authority, we distinguish between two parallel but separate systems by which decisions involving faculty are made.³

NOW, THEREFORE, WE find merit in so much of the charge of the Federation that alleges that the College failed to negotiate in good faith regarding Demand 7 and Demand 12, and WE ORDER the College to negotiate with the Federation over those two demands.

In all other respects, both charges herein are dismissed.

Dated, Albany, New York
May 17, 1978


Harold R. Newman, Chairman


Ida Klaus, Member

³ A full discussion of the distinction between the role of faculty as employees and its role as participant in the governance of a college is found at page 3045 of our decision in Board of Higher Education of the City of New York.

The Director of Public Employment Practices and Representation (Director) determined that Local 200's petition was supported by a sufficient showing of interest. At a conference that was held among the parties, the parties agreed that the overall countywide unit that had been represented by CSEA was the appropriate one. On July 12, 1977, a second petition, which was in the form of an amendment of Local 200's earlier one, was submitted by Local 200 for certification as the representative of employees in that overall unit. That petition was accompanied by a showing of interest of 226 employees. The second petition indicated that there were "approximately 700" employees in the countywide unit.

Pursuant to an agreement reached during the conference, the Director sought a list of employees in the existing unit as of June 10, 1977. On August 12, 1977, the County submitted such a list containing the names of 1,077 employees. Local 200 was invited to challenge the accuracy of this list and, on August 26, 1977, it challenged 230 of the names. CSEA and the County both contended that the listing of 1,077 employees was accurate.

On August 22, 1977, Local 200 attempted to submit evidence of a showing of interest by an additional seventy-three people who were alleged to be unit employees. The Director rejected this submission on the ground that it was late. He cited §201.4(a) of our Rules, which provides that the "[p]roof of showing of interest shall be filed simultaneously with a petition or motion to intervene."

On September 9, 1977, CSEA and the County entered into an agreement extending the contract that had expired on December 31, 1976. On September 15, 1977, Local 200 filed a third petition (C-1545). This petition was also for certification as representative of all the employees in the countywide unit. On October 17, 1977, the Director held a hearing among the parties. During

the course of that hearing, he dismissed the second and third petitions² because they were not supported by a sufficient showing of interest.³ He indicated that, of the 226 names constituting the showing of interest, thirteen were disqualified, leaving a showing of interest of 213. Assuming that Local 200 was correct in its challenge of 230 names on the County's list, the required showing of interest would have been 254.

Local 200 has filed exceptions to the hearing officer's determination which specify three contentions. First, it argues that, even if its showing of interest did not satisfy the 30% requirement of our Rules, it should be accepted because it is sufficient to indicate that there is substantial support for an election. In support of this it indicates that, under the National Labor Relations Act, the 30% showing of interest is merely a general direction to the staff of the National Labor Relations Board and it urges this Board to follow that course.

The second exception is to the Director's rejection of the seventy-three names submitted on August 22, 1977, in support of the petition filed on July 12. The argument is similar to that made in support of the first exception. It notes that the National Labor Relations Board has a more flexible procedure; that it accepts evidence of a showing of interest submitted after the filing of the petition. Local 200 contends that this flexibility better serves the public purpose underlying the statute, which is to facilitate elections for the selection of negotiating representatives.

² The third was sought to be supported by the cards that had already been submitted. The record indicates that the seventy-three previously rejected cards had been returned to the petitioner without verification. They were not considered by the Director in his evaluation of the showing of interest in support of the third petition. We do not reach the question of whether the Director was correct in this as we determine that the third petition must be rejected, in any event, because it was not timely.

³ The Director did not issue any written opinion. His decision was rendered at the time of the hearing and is recorded in the transcript.

Petitioner argues that the third petition could not be barred by the agreement of September 9, 1977, because that agreement was negotiated while a question concerning representation raised by the second petition was pending and, therefore, its very negotiation was improper.

We affirm the determination of the Director that the second, or amended, petition must be dismissed because it is not supported by a sufficient showing of interest. Our procedures, unlike those followed by the National Labor Relations Board, are specified in our Rules. Section 201.3 of our Rules provides that "a petition shall be supported by a showing of interest of at least 30% of the employees within the unit alleged to be appropriate" and, as indicated, §201.4(a) requires the showing of interest to be filed simultaneously with the petition. As written, the Rules are absolute; they must be so applied.

Inasmuch as the second petition was not supported by a sufficient showing of interest, it was of no legal consequence. Accordingly, the negotiations that yielded the agreement of September 9, 1977 were not improper, and that agreement bars the third petition regardless of the adequacy of the showing of interest supporting it.

NOW, THEREFORE, WE ORDER that the petitions herein be, and they hereby
are, dismissed.

DATED: Albany, New York
May 17, 1978

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus

5234

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

| | | |
|--|---|----------------------------|
| In the Matter of | : | #2C-5/16/78 |
| STATE OF NEW YORK, | : | |
| Employer, | : | |
| - and - | : | <u>DECISION ON MOTIONS</u> |
| PUBLIC EMPLOYEES FEDERATION, | : | <u>CASE NO. C-1537</u> |
| Petitioner, | : | |
| - and - | : | |
| THE CIVIL SERVICE EMPLOYEES ASSOCIATION, | : | |
| INC., | : | |
| Intervenor. | : | |

After an election in which the Public Employees Federation, AFL-CIO (Petitioner), received a majority of the votes cast, the Civil Service Employees Association, Inc. (Intervenor) filed objections to conduct affecting the results of the election. The petitioner moved for the dismissal of the objections and its motion was denied by the Director of Public Employment Practices and Representation (Director) on May 8, 1978. Petitioner now requests this Board to grant immediate review of the Director's denial of its motion. ¹In support of this request, petitioner argues that some of the intervenor's objections have been waived and others have already been disposed of in prior proceedings so that the intervenor is estopped from raising them again. According to petitioner, those objections that are not barred (1) are not substantiated by the facts, and (2) involve matters that are not sufficiently significant to justify setting aside the result of the election even if they were substanti-

¹ Section 201.9(c)(3) provides that "Unless expressly authorized by the Board, rulings by the Director or by a trial examiner shall not be appealed directly to the Board, but shall be considered by the Board when it considers such exceptions to the decision of the Director as may be filed."

ated. A review of the papers before the Director when he denied the motion and of the documents submitted by the petitioner in support of its motion for immediate review indicate that there are allegations of fact, which, if established, might require the setting aside of the election. Accordingly, petitioner's motion must be denied.

On May 8, 1978, the Director also denied a motion of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) to intervene in this matter. AFSCME's interest derives from the circumstance that the intervenor is now affiliated with it. Arguing mainly that it has vital interests at stake in the proceeding in that it stands to lose prestige, power and income if the election is not set aside, AFSCME has filed exceptions to the decision of the Director.² Having reviewed the papers, we affirm the determination of the Director. It is clear that AFSCME is not a necessary party to this proceeding. As a matter of law, it has no legal right to intervene because whatever interests it may have are adequately protected by virtue of the status of its affiliate as an intervenor.³ AFSCME's motion to intervene is, therefore, addressed to our discretion.

² The Director also denied AFSCME's motion to intervene in two improper practice cases brought by the intervenor (Case Nos. U-3226 and U-3232). Both dealt with factual situations encompassed by the objections to the conduct of the election. The improper practice cases have since been withdrawn by the intervenor.

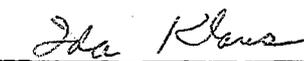
³ We note, moreover, that in the first representation case ever filed with PERB, Matter of East Meadow Public Schools, Case No. C-0001, 1 PERB ¶1374, we determined that an international union, the organizational structure of which does not contemplate that it will have individual members, is not a public employee organization within the meaning of the Taylor Law. We observe that AFSCME too is an international union which does not have public employee members in this unit. Accordingly, on the motion of CSEA, we there dismissed a petition of the International Federated Service Workers Union.

In deciding whether or not to exercise his discretion to permit intervention, the Director had to consider on the one hand whether the denial of intervention might deprive AFSCME of protection of whatever interests it might have and on the other hand the extent to which allowing intervention might complicate and delay the proceeding before him. He determined that denial of intervention would not compromise AFSCME's claimed interests because the presence in the proceeding of its affiliate afforded it sufficient protection. He also determined that the independent presence of AFSCME might complicate and delay the proceeding. It is the policy of this Board and of the Taylor Law that representation proceedings be expedited. Section 205.5(d) of the Taylor Law does not even permit improper practice charges to delay or interfere with the determination of representation status of employee organizations. The reason for this is that public policy dictates that the uncertainty as to public employees' rights of representation must be promptly resolved. We find that no prejudice will result to AFSCME.

NOW, THEREFORE, we order (1) that petitioner's motion for immediate review of the Director's denial of its motion to dismiss the objections to conduct affecting the results of the election be denied and (2) that AFSCME's motion to intervene be denied.

Dated: Albany, New York
May 17, 1978


Harold R. Newman, Chairman


Ida Klaus, Member

5237

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WANTAGH PUBLIC LIBRARY,

#2D-5/16/78

Employer,

-and-

CASE NO. C-1649

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC.,

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 agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: Librarians, Senior Library Clerks, Clerks, Clerk Typists, Senior Clerk Typists, Senior Clerks, Secretaries, Cleaners, Custodians and all other titles.

Excluded: Library Director, Secretary to the Library Director and Pages.

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 16th day of May , 1978 .



Harold R. Newman, Chairman



Ida Klaus, Member