12-8-1978

State of New York Public Employment Relations Board Decisions from December 8, 1978

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from December 8, 1978

Keywords
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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

POLICE BENEVOLENT ASSOCIATION OF THE CITY OF
YONKERS, NEW YORK, INC.

Upon the Charge of Violation of Section 210.1
of the Civil Service Law.

MARTIN L. BARR, ESQ., Charging Party
HARTMAN, MORGANSTERN & LERNER, ESQS.,
for Respondent

On October 17, 1977, Counsel to this Board (Counsel) charged the PBA of the City of Yonkers with violating §210.1 of the Taylor Law "in that it caused, instigated, encouraged, condoned and engaged in a strike" against the City of Yonkers (City) on April 30, 1977 and on June 15, 16, 17 and 18 of that year. The hearing officer determined that a strike by policemen, in the nature of a "sick-out", occurred on those days but he concluded that the PBA was not responsible for the strikes. Counsel disputes this conclusion and has submitted a brief in support of his position. Respondent has submitted the brief that it had presented to the hearing officer.

FACTS

The following chart indicates the number of respondent's members who were scheduled to work on tours of duty affected by the strikes and the number who did not work.

5480
<table>
<thead>
<tr>
<th>DATE</th>
<th>TOUR OF DUTY</th>
<th>NUMBER SCHEDULED</th>
<th>NUMBER SCHEDULED WHO DID NOT WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 30, 1977</td>
<td>12:00 Midnight to 8:00 a.m.</td>
<td>36</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 4:00 p.m.</td>
<td>62</td>
<td>62</td>
</tr>
<tr>
<td></td>
<td>4:00 p.m. to 12:00 Midnight</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>June 15, 1977</td>
<td>4:00 p.m. to 12:00 Midnight</td>
<td>70</td>
<td>63</td>
</tr>
<tr>
<td>June 16, 1977</td>
<td>12:00 Midnight to 8:00 a.m.</td>
<td>37</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 4:00 p.m.</td>
<td>119</td>
<td>108</td>
</tr>
<tr>
<td></td>
<td>4:00 p.m. to 12:00 Midnight</td>
<td>74</td>
<td>67</td>
</tr>
<tr>
<td>June 17, 1977</td>
<td>12:00 Midnight to 8:00 a.m.</td>
<td>50</td>
<td>47</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 4:00 p.m.</td>
<td>125</td>
<td>115</td>
</tr>
<tr>
<td></td>
<td>4:00 p.m. to 12:00 Midnight</td>
<td>72</td>
<td>67</td>
</tr>
<tr>
<td>June 18, 1977</td>
<td>12:00 Midnight to 8:00 a.m.</td>
<td>46</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>8:00 a.m. to 4:00 p.m.</td>
<td>66</td>
<td>63</td>
</tr>
<tr>
<td></td>
<td>4:00 p.m. to 12:00 Midnight</td>
<td>62</td>
<td>34</td>
</tr>
</tbody>
</table>

There is no evidence as to whether any of the PBA officers were scheduled to work on April 30, 1977 or whether they took any action with respect to the strike on that day. During the June 15 to 18 period, the PBA officers did not participate in the strike. They telephoned PBA members and urged them to go to work if they were not really sick. On June 17, 1977, Bruno Cipollini, a mem-
ber of the PBA's executive board, had a letter published in a local newspaper in which he expressed strong sentiments against the City. He complained that the policemen had been treated unfairly by the City and that the public did not support the policemen by contacting City officials and urging them to confer further with the policemen. On the following day, PBA President Portanova was quoted in a newspaper account as saying that the City's failure to accept the resignation of the City Manager constituted duplicity and bad faith and that the "sick-out" would not end.

DISCUSSION

The evidence clearly establishes that the police employed by the City of Yonkers struck on April 30, 1977 and on June 15, 16, 17 and 18 of that year. The responsibility of the PBA for the strikes, however, is less clear. Subdivision 1 of §210 of the Taylor Law provides that no employee organization "shall cause, instigate, encourage or condone a strike". Paragraph (e) of subdivision 3 of that section further provides:

"In determining whether an employee organization has violated subdivision one of this section, the board shall consider (i) whether the employee organization called the strike or tried to prevent it, and (ii) whether the employee organization made or was making good faith efforts to terminate the strike."

In the instant case, the vast majority of the PBA members who were scheduled to work during the strikes did not do so. It is argued by Counsel that a strike engaged in by the vast majority of the members of a union is automatically attributable to that union, regardless of the posture of the union leadership. While we do not accept this argument, we do conclude that a

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Counsel relies upon U.S. v. Brotherhood of Railroad Trainmen, 96 F.Supp 428 (U.S. Dist. Ct., No. Dist. Ill., 1951) and City of New York v. Creta, 67 Misc. 2d 152 (N.Y. Co., 1969). Another conclusion may, however, be indicated by WMATA v. Transit Union, 531 F.2d 617 (D.C. Cir., 1976) which, like §210.3(e) of the Taylor Law, places emphasis on the "good faith efforts" of the union leadership to terminate the strike.
strike by a vast majority of the members of a union gives rise to a presumption that the union has not tried to prevent the strike. Common sense dictates that when employees stay out en masse to achieve a particular objective, they do so with the consent of the union leadership. It is the union that has the burden of establishing that it did not consent. Here, PBA has not met that burden. PBA has introduced no evidence to show that PBA officials took any action to prevent either of the strikes.

This record also lacks sufficient support for a finding that the PBA made good faith efforts to terminate the strike. There is no evidence that PBA officials did anything whatsoever to terminate the strike on April 30, 1977. With respect to the June strike, the evidence establishes that notwithstanding the telephone calls, the strike was condoned by PBA. The letter of Bruno Cipollini, which was published on June 17, 1977, must be deemed to constitute condonation of the strike, which was then in progress. Even though Cipollini claimed that he was writing in his personal capacity and not as a member of the PBA's executive board, it was reasonable for the striking members to assume that he was speaking in his official capacity. Further, the record does not reveal that the PBA leadership made any effort to disassociate itself from that statement or to advise the striking policemen that the statement did not constitute PBA approval of their action. A good faith effort to terminate the strike, which extended one day beyond the publication of Cipollini's letter, required a disclaimer. Moreover, the public statement by PBA President Portanova that the strike would not end must be regarded as more than a mere prophecy. As president, his strong condemnation of the City could reasonably have led the striking policemen to interpret it as approval of the strike.
On the record as a whole, we do not find that the PBA attempted to prevent the strikes or that it made good faith efforts to terminate them. Accordingly, we determine that it violated §210.1.

NOW, THEREFORE, WE ORDER that the right of the Police Benevolent Association of the City of Yonkers, New York, Inc., to dues deductions and to agency shop fee deductions be suspended, commencing on the first practicable date, for a period of nine (9) months. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the City of Yonkers until it affirms that it no longer asserts the right to strike against any government, as required by the terms of §210.3(g) of the Taylor Law.

Dated: New York, New York
December 8, 1978

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Ida Klaus, Member

David C. Randles, Member

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See City Fire Fighters Union, Local 28, 5 PERB ¶3014 (1972), in which a nine month penalty was imposed in a similar case.

** Chairman Newman did not participate.
In the Matter of:

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,
Employer,

-and-

COUNCIL OF SUPERVISORS AND ADMINISTRATORS OF THE CITY OF NEW YORK,
Petitioner.

LEWIS, GREENWALD & OBERMAN (LEONARD GREENWALD, ESQ. of Counsel) for Petitioner

THOMAS P. RYAN, ESQ., Counsel, for Employer

This matter comes to us on the exceptions of the Council of Supervisors and Administrators of the City School District of the City of New York (CSA) to a decision of the Acting Director of Public Employment Practices and Representation dismissing its petition to add twenty-eight District Managers of Administration and Business Affairs (District Business Managers) employed by the Board of Education of the City School District of the City of New York (Employer) to a negotiating unit of pedagogical supervisors and administrators that it currently represents.

The Acting Director was persuaded by the arguments of the employer which opposes the petition. It asserts that "the District Business Managers are administrative, non-competitive Civil Service employees whose closest community of interest would be with other administrative employees who now comprise a unit represented by the Communication Workers of America." It further argues that it would be more administratively convenient for it to
negotiate an agreement for District Business Managers separately from negotiations covering pedagogical supervisors and administrators because their distinct and different interests would complicate joint negotiations.

CSA specifies seventeen exceptions to the decision of the Acting Director. In essence, these exceptions contend:

1. that the District Business Managers share a community of interest with the pedagogical supervisors and administrators, and
2. that there is a conflict of interest between the District Business Managers and the other administrative employees who now comprise the unit represented by the Communication Workers of America.

In support of the first contention, CSA argues that the benefits enjoyed by the District Business Managers are relatively similar to those enjoyed by pedagogical supervisors and administrators and that some pedagogical administrators and supervisors have assignments that are similar to those of the District Business Managers. In support of the second contention, CSA argues that District Business Managers supervise some of the employees in the unit represented by the Communication Workers of America.

FACTS

CSA is the exclusive representative of the unit of pedagogical supervisors and administrators. This means that unit employees are qualified for their positions on the basis of examinations conducted by the Employer's Board of Examiners. Most pedagogical employees have established lines of promotion and are paid pursuant to salary schedules that provide for annual increments. They have thirty-one days of vacation each year. Their probationary and tenure status is controlled by provisions of the Education
Law. Pedagogical employees are primarily responsible for the educational process of the Employer although some of these employees perform out-of-title duties that would normally be assigned to District Business Managers.

District Business Managers are non-competitive Civil Service employees who are appointed pursuant to regulations of the New York City Civil Service Commission. They do not have established lines of promotion and are paid a fixed salary without annual increments. Depending upon seniority, they have from twenty to twenty-seven days of vacation each year. Their probationary and tenure status is controlled by the Civil Service Law. They are responsible for the commercial, financial and personnel activities of a community school district and are not directly involved in the educational process of the Employer.

The Board of Education employs Business Officers who are in the unit represented by the Communication Workers of America. These Business Officers are generally subordinate to the District Business Managers. The Managers rate the Officers during the Officers' probationary periods. They do not hear final grievances presented by the Officers and do not hire or discharge them.

DISCUSSION

We affirm the decision of the Acting Director. Although District Business Managers and pedagogical supervisors and administrators share some common interests, these are not sufficient to overcome the closer community of interest shared by District Business Managers and the Civil Service employees represented by the Communication Workers of America.\(^1\) This conclusion is not disturbed by the fact that a few members of the CSA unit perform out-of-title duties.

\(^1\) See Malone Central School District, 1 PERB ¶399.29, and Joseph R. Crowley, "The Resolution of Representation Status Disputes under the Taylor Law", 2 PERB ¶8006, in which the concept of "most appropriate unit" is articulated.
functions that are similar to the normal responsibilities of District Business Managers. The common legal basis for the employment of non-pedagogical employees, as specified in the Civil Service Law and the Rules of the New York City Civil Service Commission, is more significant. So, too, is their common pay structure. The CSA unit is for pedagogical supervisors and administrators; the Communication Workers of America unit is not. The presence in the CSA unit of a few isolated employees who perform non-pedagogical functions does not alter this conclusion, particularly inasmuch as we do not pass on the appropriateness of the placement of such positions in the CSA unit.

The alleged conflict in the relationship between the District Business Managers and the Business Officers is not a serious problem. District Business Managers are in the nature of working foremen to Business Officers and may be in the same unit as them. Indeed, the current CSA unit contains diverse groups of employees with relationships that are no less problematic, such as Principals and Assistant Principals.

NOW, THEREFORE, having found that it is not appropriate to add District Business Managers to the unit represented by CSA, WE ORDER that the petition herein be, and it hereby is, dismissed.


Harold R. Newman, Chairman

David C. Randles, Member

Member Klaus did not participate in the consideration of this case.
In the Matter of:

COUNTY OF SUFFOLK,

Respondent,

- and -

ALPHEUS A. ASTRAUS,

Charging Party.

LEONARD S. KIMMELL, Esq., for Respondent

STUART I. LIPKIND, Esq., for Charging Party

This matter comes to us on the exceptions of the County of Suffolk (County) to a decision of a hearing officer sustaining a charge brought by Alpheus A. Astraus. The charge alleges that the County violated §209-a.1(c)¹ of the Taylor Law when, on July 28, 1977, it discharged Astraus from his position in the Department of Labor (DOL) of the County because of his activities in organizing a DOL "unit" of the CSEA. The County denies the allegations of the charge.

Finding that the County would not have terminated Astraus "but for" his protected activities, the hearing officer ordered it to (1) offer Astraus reinstatement to his former position; (2) make Astraus whole for any loss of pay from the date of termination to the date of the offer of reinstatement less any earnings derived from other employment, plus 3% interest; and (3) post an appropriate notice.

1 CSL §209-a.1(c) provides: "It shall be an improper practice for a public employer or its agents deliberately (c) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, any employee organization."
The County filed exceptions arguing that (1) the hearing officer failed to place the burden of proving discriminatory intent for the termination upon the charging party; (2) the hearing officer erroneously found that (a) the County knew about Astraus' activities on behalf of CSEA, (b) the termination was a result of anti-union animus, and (c) Astraus would not have been terminated "but for" his union activities; and (3) the remedial orders directing the reinstatement of the charging party and the payment of lost pay for any period past January 18, 1978 are erroneous. Astraus filed a brief in response to the exceptions claiming the hearing officer's decision should be affirmed in all respects.

FACTS

Astraus worked for the DOL as a provisional employee from 1971 until his termination on July 28, 1977. Prior to July 15, 1977, he worked as an auditor. His two formal performance evaluations rated him favorably and recommended promotion.

Astraus assisted another employee, Aiello, in an effort to increase the number of DOL employees enrolled as CSEA members as a basis for establishing a DOL "unit" of CSEA.

The record establishes that supervisory employees of the DOL and the son of the Commissioner knew of Astraus' activities. It also establishes that the Commissioner knew of the formation of the DOL unit because he acknowledged the status of Aiello as acting unit president. This was the day before Astraus was transferred to a location 15 miles away from his former job location. The transfer was made without the usual 5-day notice and at a time when Astraus' former office was burdened by a heavy workload. Astraus testified that he was never given any reason for the transfer. He was assigned routine clerical duties at his new location. One week after the transfer, Astraus
attended the first unit organization meeting and was appointed Chairman of the Constitution and By-Laws Committee. The decision to discharge Astraus was made two weeks later on the asserted ground that Astraus' work at the new location was unsatisfactory. Nothing in the record indicates that any management representative indicated to Astraus that his work was unsatisfactory or warned him that his job was in jeopardy because of it. Several months later, in October 1977, the Commissioner refused Astraus' request for reinstatement, claiming that he had spent too much time discussing CSEA activities.

The basis of the exceptions is that the hearing officer's decision was not supported by the evidence. The exceptions also argue that Astraus cannot be reinstated or given back pay after January 18, 1978, the date on which his failure to pass a second civil service examination was made public.

**DISCUSSION**

The foregoing facts plainly support the conclusion that Astraus was terminated because of his union activity.

It may reasonably be found from the evidence that the Commissioner knew of Astraus' union activity. Astraus' organizational efforts and his leadership role were open and notorious and were well known to the supervisory staff of the DOL. In fact, the Commissioner demonstrated his awareness of Astraus' activities when he gave them as the reason why Astraus was not reinstated.

The County's explanation of the termination is unconvincing. It offered three reasons for its action. The first is that Astraus had failed a prior civil service examination. There is no evidence that at the time of the termination the Commissioner considered this as a factor or even that he knew about it. The County's second reason, Astraus' slowness in turning in reports, was never mentioned at the management operations staff meeting at which Astraus' termination was discussed and decided upon. The third reason, that Astraus
performed poorly, is not documented and is contradicted by favorable evaluation reports. Accordingly, we do not accept any of the reasons advanced by the County for his termination.

THE APPROPRIATE REMEDY

The record reveals that Astraus twice failed the examination for Labor Specialist II, once in 1972 and once in 1977. The results of the second examination were not made public until January 18, 1978, some five months after the discharge.

Rule 12 of the Suffolk County Department of Civil Service prohibits an employee from receiving a third provisional appointment in the same position or title. Under the Rule, an employee initially appointed as a provisional could not be reappointed as such after twice failing the civil service examination for permanent appointment to his position.

The County argues that as Astraus twice failed the examination, Rule 12 precludes a reinstatement order because it would result in a third provisional appointment prohibited by the Rule. It argues further that any entitlement that Astraus may have to back pay should terminate on January 18, 1978. Astraus replies that Rule 12 should not be applied to him because it was promulgated after he had taken his second examination and could not be made effective retroactively. He does not otherwise contest the validity of the Rule.

2 The Rule in pertinent part, states that "No provisional employee who has failed the examination for permanent employment shall be given another provisional appointment in the same position or title, provided, however, that where an examination has failed to produce any such eligible list or where such list contains less than three acceptors, such employee, at the discretion of the County Personnel Officer, may be given a second provisional appointment in the same position or title. UNDER NO CIRCUMSTANCES SHALL AN APPOINTEE BE GIVEN A THIRD PROVISIONAL APPOINTMENT IN THE SAME POSITION OR TITLE."
In our view, the County is correct in asserting that Astraus cannot be restored to a position for which he is not now eligible pursuant to County Civil Service Rules. His right to reinstatement and back pay is controlled in part by §65(3) of the State Civil Service Law, which provides, inter alia, that "a provisional appointment to any position shall be terminated within two months following the establishment of an appropriate eligible list for filling vacancies in such positions...." Thereafter, a third reappointment to a provisional position would be barred by the County Civil Service Rule.

Thus, Astraus could not have been continued in his position more than two months after a new list was established, and we are precluded at this time from directing his reinstatement to that position if a new list has been established. The record does not indicate when, if ever, a new list was compiled following the publication of the examination results on January 18, 1978. Similarly, Astraus would not be entitled to back pay beyond the two-month period following establishment of the new list.

WE, THEREFORE, ORDER THAT:

(1) Astraus be made whole for any loss of pay suffered by reason of his termination, for the period from July 18, 1977, until the date on which he could no longer properly have remained an employee of the County, less any earnings derived from other employment, plus interest at the annual rate of 3%, and

(2) that the County post an appropriate notice, to be supplied by this Board, at locations
ordinarily used for written communications to employees in the DOL, and

(3) Should it be ascertained, in the course of a compliance investigation of the foregoing paragraphs of this Order that no list has been established, then Astraus shall be reinstated and paragraph (1) of this Order shall be extended to cover the period from July 18, 1977 to the date of reinstatement.

DATED: New York, New York
December 8, 1978

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
In the Matter of
STATE OF NEW YORK, UNIFIED COURT SYSTEM, Employer,
-and-
9TH JUDICIAL DISTRICT COURT EMPLOYEES ASSOCIATION, LOCAL 710, SEIU, AFL-CIO,
Petitioner,
-and-
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO,
Intervenor.

On December 4, 1978, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) filed a statement of objections to elections in three units, all of which were won by 9th Judicial District Court Employees Association, Local 710, SEIU, AFL-CIO (SEIU). CSEA requested that this Board not certify SEIU. SEIU has filed a reply.

We find that there is insufficient basis for granting the relief sought. Accordingly, we deny the request.

Dated, New York, New York
December 7, 1978

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
In the Matter of
STATE OF NEW YORK, UNIFIED COURT SYSTEM
(COUNTY OF WESTCHESTER),
Employer,
-and-
9TH JUDICIAL DISTRICT COURT EMPLOYEES
ASSOCIATION, LOCAL 710, SEIU, AFL-CIO,
Petitioner,
-and-
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
Intervenor.

Case No. C-1725

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accord-
ance 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 9th Judicial District Court
Employees Association, Local 710, SEIU, 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 representa-
tive for the purpose of collective negotiations and the settle-
ment of grievances.

Unit: Included: See attached list.

Excluded: First Deputy Commissioner of Jurors,
Commissioner of Jurors, Chief Clerk
Family Court, Chief Clerk Surrogate
and all other employees.

Further, IT IS ORDERED that the above named public
employer shall negotiate collectively with the 9th Judicial
District Court Employees Association, Local 710, SEIU, AFL-CIO

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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randis, Member
Unit: Included: Secretary to Chief Clerk, Law Librarian III, Deputy Commissioner of Jurors, Stenographer, Court Clerk III, Court Assistant I, Court Reporter I, Court Assistant II, Assistant Court Clerk, Court Clerk I, Account Clerk, Court Clerk II, Court Office Assistant, Court Assistant I, Law Library Clerk, Senior Stenographer, Surrogate Court Clerk II, Court Assistant II, Surrogate Court Clerk Accounting II, Senior Law Stenographer, Impanelling Assistant, Uniformed Court Officer, Secretary to Judge, Office Machine Operator, Assistant Surrogate Court Clerk, Senior Office Machine Operator, Principal Stenographer, Secretary to Surrogate, Surrogate Court Clerk (Prob) I, Assistant County Court Clerk, Messenger, Senior Law Library Clerk, Surrogate Court Clerk I, Deputy Chief Clerk-Family Court, Law Assistant II, Deputy Chief Clerk-Surrogate Court, Law Secretary to County Court Judge and Law Secretary to Family Court Judge.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
STATE OF NEW YORK, UNIFIED COURT SYSTEM
(COUNTY OF ROCKLAND),
Employer,

- and -

9TH JUDICIAL DISTRICT COURT EMPLOYEES
ASSOCIATION, LOCAL 710, SEIU, AFL-CIO,
Petitioner,

- and -

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

Case No. C-1724

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accord­
ance 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 9th Judicial District Court
Employees Association, Local 710, SEIU, 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 representa­
tive for the purpose of collective negotiations and the settle­
ment of grievances.

Unit: Included: Assistant Surrogate Court Clerk, Court Clerk I,
Court Office Assistant, Court Reporter I, Secre­
tary to Judge, Deputy Commissioner of Jurors,
Court Assistant I, Assistant Court Clerk, Uniformed
Court Officer, Senior Court Officer, Clerk, Assis­
tant Court Clerk, Senior Library Clerk, Court
Assistant II, Court Clerk II, Deputy Chief Clerk-
Family Court, Court Clerk III and Senior Stenog­
rapher.

Excluded: Chief Clerk - Family Court, Law Secretary to Judge,
Commissioner of Jurors, Chief Clerk-Surrogate Court
and all other employees.

Further, IT IS ORDERED that the above named public
employer shall negotiate collectively with the 9th Judicial
District Court Employees Association, Local 710, SEIU, AFL-CIO

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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
In the Matter of
STATE OF NEW YORK, UNIFIED COURT SYSTEM
(CITY OF YONKERS),
Employer,

- and -

9TH JUDICIAL DISTRICT COURT EMPLOYEES
ASSOCIATION, LOCAL 710, SEIU, AFL-CIO,
Petitioner,

- and -

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

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the
above matter by the Public Employment Relations Board in accordance
with the Public Employees' Fair Employment Act and the
Rules of Procedure of the Board, and it appearing that a
negotiating representative has been selected,

Pursuant to the authority vested in the Board by the
Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the 9th Judicial District Court
Employees Association, Local 710, SEIU, 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 representa­
tive for the purpose of collective negotiations and the settle­
ment of grievances.

Unit: Included: Deputy Court Clerk, Clerk to the Judge,
Assistant Cashier, Principal Clerk, Junior
Typist, Senior Clerk, Senior Typist, City
Marshall, Assistant Court Clerk (Criminal),
Assistant Court Clerk (Traffic), Court Reporter,
Assistant Court Clerk (Civil) and Stenographic
Secretary.

Excluded: Court Clerk, Law Assistant, Clerk (part-time
hourly employees), and all other employees.

Further, IT IS ORDERED that the above named public
employer shall negotiate collectively with the 9th Judicial
District Court Employees Association, Local 710, SEIU, AFL-CIO

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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member

5499
In the Matter of:
STATE OF NEW YORK, UNIFIED COURT SYSTEM,
(CITY OF WHITE PLAINS), Employer,
- and -
9TH JUDICIAL DISTRICT COURT EMPLOYEES ASSOCIATION, LOCAL 710, SEIU, AFL-CIO, Petitioner,
- and -
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, Intervenor.

Case No. C-1722

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 9th Judicial District Court Employees Association, Local 710, SEIU, AFL-CIO has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Court Assistant I, Court Office Assistant, City Marshall, Court Clerk I, Court Assistant II, Court Reporter I and Chief Clerk, City Court.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the 9th Judicial District Court Employees Association, Local 710, SEIU, AFL-CIO 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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randies, Member

5500
CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Account Clerk, Deputy City Marshall, Court Stenographer, Typist, Deputy Court Clerk, Assistant to Court Clerk, Principal Clerk Traffic Violation Bureau, City Marshall, Legal Stenographer, Clerk and Warrant Clerk.

Excluded: Court Clerk, Summer Court Intern, 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 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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randies, Member
In the Matter of:

STATE OF NEW YORK (DIVISION OF STATE POLICE),

Employer,

-and-

POLICE BENEVOLENT ASSOCIATION OF THE NEW YORK STATE POLICE, INC.,

Petitioner-Intervenor,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

Petitioner-Intervenor.

Case No. C-1733,-37,-40,-42,-44,-47 & -48

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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 Police Benevolent Association of the New York State Police, 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 B. Included: Investigators, Senior Investigators and Investigative Specialists.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Police Benevolent Association of the New York State Police, 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 7th day of December, 1978

New York, New York

Harold R. Newman, Chairman

I'da Klaus, Member

David C. Randies, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

STATE OF NEW YORK (DIVISION OF STATE POLICE),
Employer,

and-

POLICE BENEVOLENT ASSOCIATION OF THE NEW YORK STATE POLICE, INC.,
Petitioner-Intervenor,

and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Petitioner-Intervenor.

Case No. C-1733-37, -40, -42, -44, -47 & -48
(Sergeants & Officers Unit)

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 Police Benevolent Association of the New York State Police, 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 C. Included: Sergeants, Technical Sergeants, Zone Sergeants, First Sergeants, Chief Technical Sergeants, Staff Sergeants, Lieutenants, Captains and Majors.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Police Benevolent Association of the New York State Police, 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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member

5503
In the Matter of

SPACKENKILL UNION FREE SCHOOL DISTRICT,

Employer,

- and -

SPACKENKILL SCHOOL RELATED EMPLOYEES
ASSOCIATION,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Spackenkill School Related Employees 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.

Unit: Included: All custodians, custodial workers, maintenance workers, groundsmen, bus drivers, food service helpers, senior food service helpers, cashiers, cooks, teacher aides and library aides.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Spackenkill School Related Employees 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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randies, Member.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,

Employer,

-and-

DISTRICT COUNCIL 37, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
Petitioner,

-and-

LOCAL 832, AFFILIATED WITH TEAMSTERS JOINT COUNCIL #16, INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Intervenor.

Case No. C-1646

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 832, Affiliated with Teamsters Joint Council #16, International Brotherhood of Teamsters, has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All School Lunch Managers, Head School Lunch Managers, Chief School Lunch Managers and Supervisors of School Lunches.

Excluded: All other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 832, Affiliated with Teamsters Joint Council #16, 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 7th day of December, 1978
New York, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randies, Member
On August 21, 1978, the Civil Service Employees Association, Inc., Steuben County Chapter (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 Corning Community College.

The parties executed a consent agreement wherein they stipulated that the negotiating unit would be as follows:

Included: All full-time and permanent part-time clerks, typists, switchboard operator, account clerks, library clerks, stenographers, keypunch operators, computer programmer, computer operators, messengers, offset printing machine operators.

Excluded: All other employees.

The results of the November 13, 1978 election indicate that a majority of eligible voters in the stipulated unit do not desire to be represented for purposes of collective negotiations by the petitioner. 1/

1/ Of the 59 ballots cast, 19 were cast for and 32 against representation by the petitioner. In addition, eight ballots were challenged, but they were not sufficient to affect the results of the election.
Therefore, it is ordered that the petition should be, and hereby is, dismissed.

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member

Dated at New York, New York
This 7th day of December, 1978