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Board Decisions - NYS PERB

New York State Public Employment Relations  
Board (PERB)

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3-15-1979

## State of New York Public Employment Relations Board Decisions from March 15, 1979

New York State Public Employment Relations Board

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## State of New York Public Employment Relations Board Decisions from March 15, 1979

### Keywords

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

### Comments

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2A - 3/15/79  
METROPOLITAN SUBURBAN BUS AUTHORITY, : BOARD DECISION AND ORDER  
Employer, :  
-and- : CASE NO. C-1726  
SUBWAY-SURFACE SUPERVISORS ASSOCIATION, :  
Petitioner. :

MOSS K. SCHENCK, ESQ., for Petitioner

ROBERT R. PRINCE, ESQ. (BILLIE J. CAPE,  
of Counsel), for the Employer

This matter comes to us on the exceptions of the Subway-Surface Supervisors Association (Petitioner) to a decision of the Director of Public Employment Practices and Representation (Director) dismissing its petition to represent five cashiers employed by the Metropolitan Suburban Bus Authority (Authority) in a separate unit.

FACTS

The Authority is a public benefit corporation that provides bus transportation in Nassau, Suffolk and Queens Counties. It has about 778 employees, 695 of whom are in three negotiating units, as follows: 632 are in a unit of rank-and-file employees, 53 are in a unit of foremen and dispatchers, and ten are in a unit of information clerks. The petitioner is the representative of the 53 foremen and dispatchers.

Of the 83 unrepresented employees of the Authority, 51 are in a "clerical-technical" classification plan created by the employer. Most of the clerical-technical employees perform white-collar, administrative duties. The cashiers, who are among the 51

employees covered by the "clerical-technical" classification plan, count cash and tokens. The employees who were originally hired as cashiers all had previous experience as dispatchers and one of the qualifications for the position is "six months or more of experience relating to transportation operation and familiarity with transportation procedures."

The Employer opposed a separate unit of cashiers because it would involve unwarranted fragmentation. This argument persuaded the Director, who dismissed the petition for a separate unit for the five cashiers. In doing so, he implied that a unit consisting of the 51 clerical-technical employees, now unrepresented, might constitute an appropriate unit, but he did not make such a determination.

#### DISCUSSION

In its exceptions, the Petitioner does not contest the Director's determination that the five cashiers do not constitute an appropriate unit. Instead, it objects to the implication of the Director's decision that a unit of the 51 clerical-technical employees might be appropriate. It argues that the five cashiers share a closer community of interest with its unit of dispatchers and foremen than they do with the "clerical-technical" employees and should, therefore, have been accreted to Petitioner's existing unit.

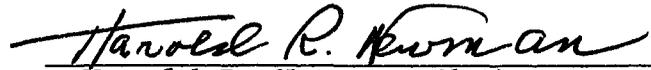
This proposal for accretion is made for the first time in Petitioner's exceptions. The record shows that the parties addressed themselves only to the question whether a unit restricted to cashiers is appropriate.

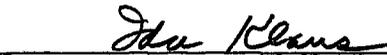
On the record herein, we affirm the decision of the Director dismissing the petition for a unit of cashiers only

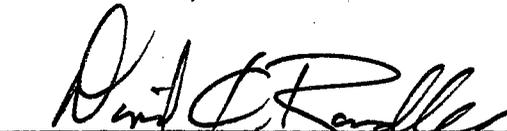
employed by the Authority. Because it was not presented by the parties, we do not reach the question of what alternative unit might be established that would include the cashiers.

NOW, THEREFORE, it is ordered that the petition herein be, and it hereby is, dismissed.

DATED: New York, New York  
March 16, 1979

  
\_\_\_\_\_  
Harold R. Newman, Chairman

  
\_\_\_\_\_  
Ida Klaus, Member

  
\_\_\_\_\_  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2B - 3/15/79

OPERATIONS NEGOTIATIONS UNIT, CSEA, INC.,  
and CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., upon the Charge of a Violation of  
Section 210.1 of the Civil Service Law

BOARD DECISION AND ORDER

-and-

CASE NO. D-0162

In the Matter of

COPIAGUE UNION FREE SCHOOL DISTRICT,

Respondent,

CASE NO. U-3126

-and-

OPERATIONS NEGOTIATIONS UNIT, CSEA, INC.,

Charging Party.

ROEMER AND FEATHERSTONHAUGH, ESQS., (MARJORIE E. KAROWE,  
of Counsel), for CSEA

HENRY A. WEINSTEIN, ESQ., for School District

These two cases were consolidated and heard together. They come to us on the exceptions of the Civil Service Employees Association, Inc. to the decisions of the hearing officer. In the first case, (D-0162), he found that the Civil Service Employees Association and the Operations Negotiations Unit, CSEA, Inc., (hereinafter jointly referred to as CSEA), had violated §210.1 of the Taylor Law by causing, instigating, encouraging, condoning and engaging in a strike against the Copiague Union Free School District (Employer) on November 8, 1977, which was Election Day. In the second case, (U-3126), he dismissed the improper practice charge in which CSEA complained that the employer had violated §209-a.1(a), (c) and (d) of the Taylor Law by unilaterally eliminating Election Day as a paid holiday during negotiations for a successor contract to one expiring June 30, 1977.

In the first case, the hearing officer found that the failure of the majority of the employees to report for work on November 8, 1977 constituted a strike and that CSEA was responsible for it. He also rejected CSEA's allegation that the employer's unilateral elimination of Election Day as a paid holiday constituted extreme provocation for the strike. His reason was that CSEA could have raised the issue of Election Day work during negotiations or filed a grievance to obtain holiday overtime pay. The failure of CSEA to do either persuaded the hearing officer that the strike could not be attributed to the employer. In further support of this conclusion, the hearing officer found that the change in the school calendar was made by the employer for valid business reasons.

The hearing officer dismissed the improper practice charge as untimely because he found that CSEA was aware of the elimination of Election Day as a holiday in June, 1977 or, at the latest, September, 1977, which in either event was in excess of four months from the filing date of the charge on January 27, 1978.

In its exceptions to the hearing officer's decision in D-0162, CSEA argues: (1) the employees did not engage in a strike within the meaning of §210 of the Civil Service Law, (2) the employees did not have an adequate contractual recourse for the Employer's unilateral action, (3) the strike is not attributable to CSEA, (4) the strike had no impact, and (5) the Employer's change in the calendar constituted extreme provocation. In U-3126, CSEA argues that the improper practice charge was timely.

#### FACTS

Negotiations between CSEA and the Employer for a successor contract to one expiring June 30, 1977 began in the Spring of 1977, with CSEA seeking to increase the number of paid holidays. The Employer did not accept CSEA's proposal. On June 27, 1977, during the course of negotiations, the Employer's board of education adopted its annual school calendar for the 1977-78 school

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year. The calendar scheduled work for employees on Election Day; in the past it had been a holiday. The change, however, did not increase the total number of work days. During September 1977, the school calendar was distributed throughout the School District.

In early November, while the new contract was still being negotiated, the president of the CSEA Unit questioned the CSEA field representative about the holiday status of Election Day. He advised the Unit president that it was a holiday because the Employer could not eliminate the holiday unilaterally. This information was challenged by the Employer on November 4, 1977, when the Unit president and the field representative were told by the school business administrator that Election Day was a work day.

Twenty-three out of twenty-seven employees did not appear for work on November 8, 1977, Election Day. Each appealed a subsequent determination that he had engaged in a strike by alleging that, under the contract, Election Day was a holiday. The Employer was required to hire six substitute workers as a result of the employees' absence and to pay each of them for at least four hours work.

#### DISCUSSION

The first exception is that there was no strike within the meaning of §210 of the Act because the employees were not required to work on Election Day. This exception is denied. The Board has held in Farmingdale, 11 PERB ¶3055 (1978), that employees must report to work on a scheduled work day even if the work assignment may be improper; by failing to do so, they are deemed to be on strike.

The second exception is considered below together with the fifth exception.

The third exception is that the strike is not attributable to CSEA. It, too, is without merit. The CSEA field representative told the Unit president that the employees did not have to report for work. Also, CSEA officers participated in the strike. This is sufficient to find that CSEA is responsible for the strike.

The fourth exception is that the work stoppage had no impact on the public health, safety, or welfare of the community. This is contrary to the evidence. The employer was required to expend public funds to hire six substitute employees and pay them for four hours work. This constitutes impact. In any event, the impact of the strike is relevant only to penalty and not to responsibility.

The second exception is that the employees had no contractual recourse. Like the fifth exception, it concerns extreme provocation. We deal with them together and deny both. In Farmingdale, the assignment of work on the day after Thanksgiving Day was deemed to constitute extreme provocation. There, however, the employee organization was informed of the change in schedule only one month before the holiday. The holiday involved had been a subject of negotiations and no agreement had been reached between the parties at the time when the employer acted. Here, the issue of work on Election Day was known, or should have been known, to CSEA long in advance of the occasion and it could not have actually provoked the strike. The subject of Election Day as a holiday had never been negotiated. Also, as the hearing officer in Farmingdale indicated, there was animus present in the decision to eliminate the holiday. In this case there is no evidence of animus on the part of the Employer. Finally, even if the availability of a grievance procedure were relevant, the record shows such a procedure was available here.

The exception to the dismissal of the improper practice charge (Case U-3126) is without merit. A charge may be filed, according to §204.1(a)(1) of

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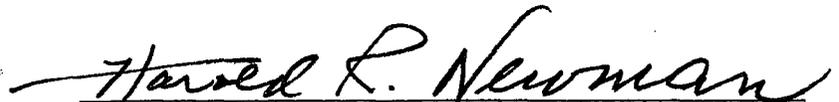
our Rules, within four months of the improper practice. In this case, the improper practice was the unilateral elimination of Election Day as a paid holiday from the school calendar. The calendar was adopted in June and given some limited distribution. Even if this did not put CSEA on notice, the general distribution of the calendar during the first week of September did (Central Islip Public Schools, 6 PERB ¶3062 [1973]). The charge was not filed until January 27, 1978. It was obviously time barred.

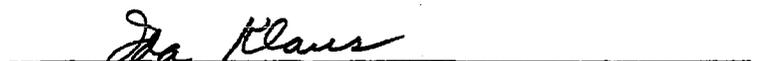
Accordingly, we affirm the hearing officer's decision.

NOW, THEREFORE, WE ORDER the Copiague Union Free School District to cease deducting dues on behalf of the Operations Negotiations Unit of the Civil Service Employees Association, Inc., and the Civil Service Employees Association, Inc., for a period of three months, commencing on the first practicable date after the date of this decision. Thereafter, no dues shall be deducted on their behalf by the Copiague Union Free School District until respondents affirm that they no longer assert the right to strike against any government, as required by the provisions of §210.3(g) of the Taylor Law, and

WE FURTHER ORDER that Charge U-3126 be dismissed in its entirety.

DATED: New York, New York  
March 16, 1979

  
\_\_\_\_\_  
Harold R. Newman, Chairman

  
\_\_\_\_\_  
Ida Klaus, Member

  
\_\_\_\_\_  
David C. Randles, Member

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

#2C - 3/15/79

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In the Matter of :  
ROCKY POINT TEACHERS ASSOCIATION : BOARD DECISION  
AND ORDER  
upon the Charge of Violation of Section 210.1 : Case No. D-0171  
of the Civil Service Law. :

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On November 28, 1978, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Rocky Point Teachers Association (Association) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a four-day strike against the Rocky Point Public Schools on October 4, 5, 6 and 12, 1978.

The charge further alleged that approximately 117 teachers out of a negotiating unit of 154 participated in the strike.

The Association filed an answer which, inter alia, denied the material allegations of the charge. However, it thereafter agreed to withdraw its answer, thus admitting 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 the Association's right to have dues and agency shop fees deducted to the extent of forty percent (40%) of the amount that would otherwise be deducted during a year.<sup>1/</sup> The charging party has so recommended.

On the basis of the unanswered charge, we find that the Association violated CSL §210.1 in that it engaged in a strike

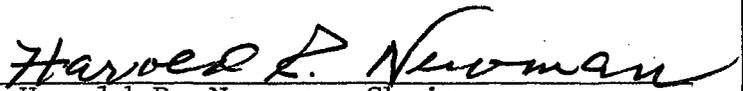
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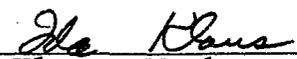
<sup>1/</sup>This is intended to be the equivalent of approximately a five-month suspension of such right. Since the deductions are not made uniformly throughout the year, the penalty is expressed as a percentage of the annual deductions.

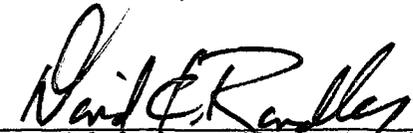
as charged, and we determine that the recommended penalty is a reasonable one.

WE ORDER that the deduction privileges of the Rocky Point Teachers Association be suspended commencing on the first practicable date and continuing for such period of time during which forty percent (40%) of its annual agency shop fees, if any, and dues would otherwise be deducted. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the Rocky Point Public Schools until the Rocky Point Teachers 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  
March 15, 1979

  
\_\_\_\_\_  
Harold R. Newman, Chairman

  
\_\_\_\_\_  
Ida Klaus, Member

  
\_\_\_\_\_  
David C. Randles, Member

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of	:	#3D - 3/15/79
	:	
CAMDEN CITY SCHOOL DISTRICT,	:	
	:	
Employer,	:	<u>BOARD DECISION AND</u>
-and-	:	
	:	<u>ORDER</u>
SEIU, LOCAL 200, AFL-CIO,	:	
	:	
Petitioner.	:	<u>CASE NO. C-1794</u>
	:	

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On November 20, 1978, SEIU Local 200 (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 Camden Central School District.

The parties executed a consent agreement which was approved by the Director of Public Employment Practices and Representation on February 5, 1979. The negotiating unit stipulated to therein was as follows:

Included: All regularly scheduled bus drivers.

Excluded: Substitute bus drivers, mechanics, supervisors and transportation office clerical.

Pursuant to the consent agreement, a secret ballot election was held on February 16, 1979. The results of the election indicate that the majority of eligible voters in the stipulated

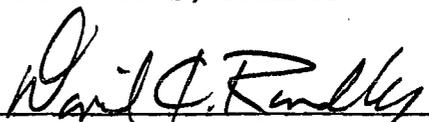
unit who cast valid ballots do not desire to be represented for purposes of collective negotiations by the petitioner.<sup>1/</sup>

THEREFORE, IT IS ORDERED that the petition should be, and it hereby is, dismissed.

DATED: New York, New York  
March 15, 1979

  
Harold R. Newman, Chairman

  
Ida Klaus, Member

  
David C. Randles, Member

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<sup>1/</sup> There were ten (10) ballots cast in favor of representation by the petitioner, and 24 ballots cast against such representation. Four challenged ballots were cast but they were not sufficient to affect the results of the election.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of	:	#3E - 3/15/79
CANASERAGA CENTRAL SCHOOL DISTRICT,	:	
Employer,	:	
-and-	:	
SHIRLEY ANDERSON, et al.,	:	<u>BOARD DECISION</u>
Petitioner,	:	<u>AND ORDER</u>
-and-	:	<u>CASE NO. C-1798</u>
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,	:	
Intervenor.	:	

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CARL PHILLIPS, for Employer

SHIRLEY ANDERSON, for Petitioner

LEE FRANK, for Intervenor

On November 27, 1978, a timely petition was filed asserting that the Civil Service Employees Association, Inc. (CSEA), the current negotiating agent of a unit of non-instructional employees of the Canaseraga Central School District, no longer represents a majority of the unit employees. Seeking to prove its majority status, CSEA entered into a Consent Agreement pursuant to which a secret ballot election was held under the supervision of the Director on February 20, 1979. The results of the election indicate that a majority of the eligible employees who voted no longer desire to be represented for purposes of collective negotiations by the CSEA.<sup>1/</sup>

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<sup>1/</sup> To the question whether or not the employees desired to be represented for purposes of collective negotiations by CSEA, 7 voted "Yes" and 11 voted "No".

THEREFORE IT IS ORDERED that the Civil Service Employees Association, Inc. be, and it hereby is, decertified as the unit negotiating agent.<sup>2/</sup>

*Harold R. Newman*  
\_\_\_\_\_  
Harold R. Newman, Chairman

*Ida Klaus*  
\_\_\_\_\_  
Ida Klaus, Member

*David C. Randles*  
\_\_\_\_\_  
David C. Randles, Member

Dated at New York (New York)  
This 15th day of March, 1979

2/ As identified by the parties in the consent agreement, the unit includes "all non-instructional employees" and excludes "temporary and casual employees."

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
YORKTOWN CENTRAL SCHOOL DISTRICT, : #2F - 3/15/79  
Employer, :  
- and - :  
INDEPENDENT EDUCATORS OF YORKTOWN, NYEA/NEA, : Case No. C-1816  
Petitioner, :  
- and - :  
YORKTOWN CONGRESS OF TEACHERS, NYSUT/AFT/ :  
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 Yorktown Congress of Teachers, NYSUT/AFT/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: All certified personnel and social workers, except the Superintendent, Assistant Superintendent, Assistant Superintendent for Business, Assistant to the Superintendent, Director of Pupil Personnel, Director of Elementary Education, High School Principal, Assistant High School Principal, Grade Level Assistants, High School Curriculum Associates, High School Athletic Director, Middle School Principal, Middle School Assistant Principal, Crompond Principal, Mohansic Principal, and Brookside Principal.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Yorktown Congress of Teachers, NYSUT/AFT/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 15th day of March, 1979  
New York, New York

*Harold R. Newman*  
Harold R. Newman, Chairman

*Ida Klaus*  
Ida Klaus, Member

*David C. Randles*  
David C. Randles, Member

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES : #3G - 3/15/79  
OF JEFFERSON-LEWIS-HAMILTON-HERKIMER- :  
ONEIDA COUNTIES, :  
Employer, : Case No. C-1838  
- and - :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, :  
LOCAL 1000, AFSCME, AFL-CIO, :  
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 Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO

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

Unit: Included: Teacher aides and teaching assistants working 20 or more hours per week.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, 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 15th day of March, 1979  
New York, New York

Harold R. Newman  
Harold R. Newman, Chairman

Ida Klaus  
Ida Klaus, Member

David C. Randles  
David C. Randles, Member

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT, : #3H - 3/15/79  
Employer, :  
- and - :  
ELMIRA HEIGHTS EDUCATIONAL SUPPORT STAFF : Case No. C-1808  
ASSOCIATION, NYEA/NEA, :  
Petitioner, :  
- and - :  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., :  
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 Elmira Heights Educational Support Staff Association, NYEA, NEA

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 non-teaching employees.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Elmira Heights Educational Support Staff Association, NYEA/NEA

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 15th day of March, 1979  
New York, New York

*Harold R. Newman*  
Harold R. Newman, Chairman

*Ida Klaus*  
Ida Klaus, Member

*David C. Randles*  
David C. Randles, Member

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PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of \_\_\_\_\_ :  
 OWEGO APALACHIN CENTRAL SCHOOL DISTRICT, : #31 - 3/15/79  
 Employer, :  
 - and - : Case No. C-1842  
 OWEGO APALACHIN EMPLOYEES ASSOCIATION, :  
 NYSUT/AFT, AFL-CIO, :  
 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 Owego Apalachin Employees Association, NYSUT/AFT, 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: All civil service classified employees working 20 or more hours per week.

Excluded: Managerial, confidential and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Owego Apalachin Employees Association, NYSUT/AFT, 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 15th day of March, 1979  
New York, New York

Harold R. Newman  
Harold R. Newman, Chairman

Ida Klaus  
Ida Klaus, Member

David C. Randles  
David C. Randles, Member

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATION BOARD

In the Matter of :  
CARLE PLACE UNION FREE SCHOOL DISTRICT, : #2J - 3/15/79  
Employer, :  
- and - :  
CARLE PLACE SCHOOL MAINTENANCE ASSOCIATION, : Case No. C-1782  
Petitioner, :  
- and - :  
LOCAL 144, DIVISION 100, S.E.I.U., :  
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 Local 144, Division 100, S.E.I.U., 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: Head Custodian, Assistant Head Custodian, Custodian-Groundskeeper, Maintainer, Matron.

Excluded: All others.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 144, Division 100, S.E.I.U., 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 15th day of March, 1979  
New York, New York

*Harold R. Newman*  
Harold R. Newman, Chairman

*Ida Klaus*  
Ida Klaus, Member

*David C. Randles*  
David C. Randles, Member

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :  
JAMESTOWN CITY SCHOOL DISTRICT, : #2K - 3/15/79  
Employer, :  
-and- :  
JAMESTOWN TEACHERS FEDERATION, NYSUT, AFT, : Case No. C-1801  
Petitioner, :  
-and- :  
JAMESTOWN TEACHERS ASSOCIATION, NYEA/NEA, :  
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 Jamestown Teachers Association, NYEA/NEA

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: See attached

Excluded:

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Jamestown Teachers Association, NYEA/NEA

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 15th day of March, 1979  
New York, New York

Harold R. Newman  
Harold R. Newman, Chairman

Ida Klaus  
Ida Klaus, Member

David C. Randles  
David C. Randles, Member

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ATTACHMENT

Included: All professionally certificated employees and all non-certificated employees filling positions for which certification by the New York State Education Department is normally required whose positions of employment require that more than one-half of their service shall be performed in classroom instruction, shop or laboratory instruction, counseling and home teaching, specifically including classroom teachers, guidance counselors, school nurse teachers, librarians, and all other employees in such positions.

Excluded: Only the following positions shall be excluded from the unit: Superintendent of Schools; Assistant to the Superintendent; Coordinator; Director of Personnel; Medical Supervisor; Principals; Assistant Principals; Head Teachers; Supervisors; Department Heads; Reading Consultants; Consultant, School Psychologist; Consultant, Pupil Accounting; School Social Worker; Consultant, Speech Therapy; Assistant to the Psychologist; Testing Specialist; Consultant, School Social Service; Supervisor, Audio Visual; Administrative Assistants; Director, School Community Relations; and other such Administrative or supervisory personnel as later may be added.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATION BOARD

In the Matter of :  
VILLAGE OF PALMYRA, : #2L - 3/15/79  
Employer-Petitioner, :  
- and - : Case No. C-1768  
VILLAGE OF PALMYRA UNIT, WAYNE COUNTY :  
LOCAL, CSEA, :  
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 Village of Palmyra Unit, Wayne County Local, CSEA

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 employees of the employer.

Excluded: All seasonal employees (i.e., those employees who work less than five (5) months per year); all elected officials; Highway Superintendent; Chief of Police; Village Clerk; Zoning Inspector; Dog Warden; Fire Truck Custodian; Water and Sewer Superintendent; Director of Recreation; other department heads; acting department heads or confidential employee positions which may be created after June 1, 1975.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Village of Palmyra Unit, Wayne County Local, CSEA

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 15th day of March, 1979  
New York, New York

*Harold R. Newman*  
Harold R. Newman, Chairman

*Ida Klaus*  
Ida Klaus, Member

*David C. Randles*  
David C. Randles, Member

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