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State of New York Public Employment Relations Board Decisions from November 9, 1979

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from November 9, 1979

Keywords
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On November 24, 1978, the Whitesboro Central School District (District) filed an application (E-0523) for the designation of Thomas Blair, its Assistant Superintendent for Elementary Education, and James Klauser, Administrative Assistant, as managerial employees, and for the designation of Barbara Burrows, Mr. Blair's secretary, as a confidential employee. The charge herein (U-3809) was filed by the Whitesboro Employees Union (Union) on January 22, 1979. It alleges that the District violated §209-a.1(d) of the Taylor Law when it refused to negotiate the terms and conditions of Mr. Klauser's employment. The two cases were consolidated, when the Union agreed that it would drop its charge if Klauser were determined to be managerial.
FACTS

Before his appointment on September 19, 1978, to the position of Assistant Superintendent for Elementary Education, Blair had been the Director of Elementary Education for the District. The position of Director of Elementary Education was in a negotiating unit represented by the Whitesboro Administrators Organization. Two months before Blair's appointment as Assistant Superintendent for Elementary Education, he was designated to represent the District in negotiations with the teachers association. This assignment was made a permanent part of Blair's duties when he became Assistant Superintendent. He also has significant responsibilities for administering the teachers' agreement.

As Blair's secretary, Burrows does his clerical work. She processes confidential reports and memoranda relating to the administration of the teachers' contract. Her duties also include the filing of negotiation materials and the typing of negotiation notes and memoranda that go to the Board of Education, to the Superintendent, and to the building principals who supervise the work of the elementary school teachers.

The position of Administrative Assistant is a new one. It replaced the position of Principal Account Clerk, which had been in the negotiating unit represented by the Union. Among the duties specified for Klauser is representation of the District in collective negotiations concerning the terms and conditions of non-instructional employees.

THE DIRECTOR'S DECISION AND THE EXCEPTIONS

The Director of Public Employment Practices and Representation (Director) determined that the facts in the record support the application. Accordingly, he ruled that Blair and Klauser
were managerial employees and that Burrows was a confidential employee.

The Union excepts to each of these determinations. It argues that the record does not contain evidence that Klauser's responsibilities for the District include managerial functions. It also argues that Blair's responsibilities were not changed when he became Assistant Superintendent for Elementary Education and that he should not be designated managerial by reason of the change in his title. The Union argues that Burrows should not be designated confidential because Blair, her supervisor, is not managerial. In the alternative, it argues that Burrows has not performed any confidential functions and need not be required to do so, because Blair has access to other confidential secretaries.

The Union also contends that the application should have been dismissed because of procedural defects, the principal one being that the application was not timely.

**DISCUSSION**

We affirm the Director's findings of fact and conclusions of law. The application was not procedurally defective. As authorized by §201.10(d) of our Rules, it was filed during the fifth month of the fiscal year of the employer. Our Rules also provide that only one application may be filed during a single period of unchallenged representation of a union. It is on this provision that the Union relies for its conclusion that the application was not timely. It states that "no period of unchallenged representation existed during November 1978." Apparently it
misreads the meaning of the term "period of unchallenged representation". Section 208.2 of the Taylor Law provides that a recognized or certified employee organization "shall be entitled to unchallenged representation until seven months prior to the expiration of a written agreement between a public employer and said employee organization...." The agreement between the Board - E-0523/U-3809

District and the Union runs from July 1, 1978, through June 30, 1980, and its period of unchallenged representation runs from the beginning of that contract until the end of November 1979. Thus, the application was timely.

The evidence supports the Director's determination that Blair and Klauser are managerial employees. It is clear that Blair's responsibilities include a major role in negotiations and in the administration of agreements. He is a managerial employee by reason of his present duties, and not by reason of the mere change in his title. The record also indicates that Klauser now holds a position which includes the responsibility of participating in negotiations and that his, too, is thus a managerial position.

1 The Union's argument that the application was technically defective also relates to inconsequential omissions in the completion of the application form. The Union was not prejudiced by these omissions because all necessary information was given to it before and during the hearing.
The Director correctly determined that Burrows is a confidential employee. She is Blair's secretary and performs confidential clerical tasks for him. It is not material that alternative clerical assistance might be available to him.

NOW, THEREFORE, WE DESIGNATE Assistant Superintendent for Elementary Education, Thomas D. Blair, and Administrative Assistant, James P. Klauser, as Managerial employees and Barbara Burrows as a Confidential employee, and accordingly WE ORDER that the charge in Case No. U-3809 be, and it hereby is, DISMISSED.

DATED: Albany, New York
November 9, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randies, Member
On June 30, 1978, the Chief Legal Officer of the Union Springs Central School District (District) filed a charge alleging, as amended, that the Union Springs Central School District Unit, Cayuga County Chapter, Civil Service Employees Association, Inc. (respondent) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the District, conducted by approximately one-half of the unit members, on May 22 and 23, 1978.

Respondent filed an answer which, inter alia, denied the material allegations of the charge and raised a claim of extreme provocation in defense. However, it thereafter agreed to withdraw its answer, and thus admit the allegations of the charge, upon the understanding that this Board would accept a penalty of a three-month forfeiture of the respondent's dues and any agency shop fee deduction privileges. The District has so recommended.

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

NOW, THEREFORE, WE ORDER that the deduction privileges of the Union Springs Central School District Unit, Cayuga County Chapter, Civil Service
Employees Association, Inc. be suspended commencing on the first practicable date and continuing for a period of three months thereafter. Thereafter, no dues or agency shop fee payments shall be deducted on its behalf by the Union Springs Central School District until the Union Springs Central School District, Unit, Cayuga County Chapter, Civil Service Employees Association, Inc. affirms that it no longer asserts the right to strike against any government, as required by the provisions of CSL §210.3(g).

DATED: Albany, New York
November 7, 1979

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the :

COUNTY OF WESTCHESTER :

for a Determination pursuant to Section :

212 of the Civil Service Law :

BOARD ORDER

DOCKET NO. S-0037

At a meeting of the Public Employment Relations Board held on the 7th day of November, 1979, and after consideration of the application of the County of Westchester made pursuant to Section 212 of the Civil Service Law for a determination that its Act No. 84-1967 as last amended by Act No. 55-1979 is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Act aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

DATED: Albany, New York November 7, 1979

HAROLD R. NEWMAN, Chairman

IDA KLAUS, Member

DAVID C. RANDLE, Member
On April 6, 1979, pursuant to Section 206.2 of our Rules of Procedure, Eugene J. Fox, Chief Legal Officer (Charging Party) of the City of Yonkers (City), issued and filed with the Board a charge against the Mutual Aid Association of the Paid Fire Department of the City of Yonkers, Inc., Local 628, I.A.F.F., AFL-CIO (Respondent), alleging a violation of Civil Service Law (CSL) §210.1. Specifically, the charge alleged that the Respondent engaged in, caused, instigated, encouraged or condoned a strike against the City on March 7, 1979, when, at approximately 8:45 p.m. all of its members then on duty left their commands, refused to work and commenced picketing activities.

Respondent filed an answer, which, inter alia, denied the material allegations of the charge. However, it thereafter agreed to withdraw its answer and thus admit to all factual allegations of the charge, upon the understanding that the Charging Party would recommend, and this Board would accept, a penalty of forfeiture.
of the Respondent's dues and agency shop fee deduction privileges for a period of five (5) months. The Charging Party has so recommended.

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

NOW, THEREFORE, WE ORDER that all dues deduction privileges of the Mutual Aid Association of the Paid Fire Department of the City of Yonkers, Inc., Local 628, I.A.F.F., AFL-CIO and agency shop fee deductions, if any, be suspended for a period of five (5) months commencing on the first practicable date. Thereafter, no dues of agency shop fees shall be deducted on its behalf by the City of Yonkers until the 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: November 7, 1979
Albany, New York

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :

NEW BERLIN FACULTY ASSOCIATION, NYSUT, : BOARD DECISION
Respondent, : AND ORDER
upon the Charge of Violation of Section 210.1 : Case No. D-0182
of the Civil Service Law. :

On September 12, 1979, Martin L. Barr, Counsel to this Board, filed a charge alleging that the New Berlin Faculty Association (respondent) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the New Berlin Central School District on May 18, 21, 22, and 23, 1979. The charge further alleged that approximately 43 teachers out of a negotiating unit of 48 participated in the strike.

Respondent filed an answer but thereafter agreed to withdraw it, thus admitting all the factual allegations of the charge, upon the understanding that the charging party would recommend and this Board would accept a penalty of loss of its deduction privileges to the extent of forty percent (40%) of the amount which would otherwise be deducted during a year.¹/ The charging party has so recommended.

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

¹/ This is intended to be the equivalent of a five-month suspension of the privileges of dues and/or agency shop fee deduction, if any, if such were withheld in equal monthly installments throughout the year. In fact, the annual dues of the respondent are not deducted in this manner.
WE ORDER that all dues deduction privileges of the New Berlin Faculty Association, and agency shop fee privileges, if any, be suspended commencing on the first practicable date, and continuing for such period of time during which forty percent (40%) of its annual dues and agency shop fees, if any, would otherwise be deducted. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the New Berlin Central School District until the New Berlin Faculty 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: Albany, New York
November 8, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
The matter before us is a motion by the Civil Service Employees Association (CSEA) to "Reopen a Decision and Order" of this Board (11 PERB ¶3077 [1978]) on the ground that "newly discovered evidence which was not within the knowledge of CSEA or reasonably discoverable by CSEA prior to the date of the Board decision has now been made available and said evidence would be sufficient under the Board decision herein to require a reversal of that decision." The Public Employee Federation, AFL-CIO (PEF), has submitted a response in opposition to the motion. The employer has taken no position.

**Background**

On September 27, 1978, we dismissed CSEA's objections to an election in the Professional, Scientific and Technical (PS&T) Unit of the State of New York that was won by PEF. In our decision, we determined that, among other things, certain special arrangements made by the Department of Labor which favored John J. Kraemer,
campaign director for PEF, did not constitute unlawful assistance of PEF because the events were too remote to be of consequence in the election. We also accepted the findings of the Director of Public Employment Practices and Representation, who heard the testimony, that the Industrial Commissioner's failure to discipline Kraemer for continued absences after the filing of the petition was intended to preserve the State's neutrality during the election campaign.

Our decision has been affirmed by the courts. CSEA v. Newman, 46 NY2d 1005; 12 PERB ¶7007 (1979), modifying 66 AD2d 38; 12 PERB ¶7005 (1979).

Since our decision, the New York State Commission of Investigation, in July 1979, issued a report, "Personnel Abuses at the Department of Labor". The report sets forth the history of the Department of Labor's special treatment of Kraemer both before and after the election.

Contentions of CSEA

CSEA argues that the report of the State Commission of Investigation constitutes new evidence which is sufficient for the reopening of the case and reversal of our decision of September 27, 1978. It alleges, as a further ground, that PEF has "perpetrated a number of frauds" on the employees in the PS&T Unit by failing to keep certain campaign promises relating to such matters as

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1 The rule in the private sector is that the National Labor Relations Board, "in considering objections to an election, looks only to evidence of conduct which occurred between the time the petition is filed and the election is held." Head Ski Company, Inc., 142 NLRB, 217, 218; 77 LRRM 1717 (1971).
dues structure, the election of officers and the level of services that it would provide to unit employees.

Findings

Neither the report of the State Commission of Investigation nor the allegedly broken campaign promises is a sufficient reason to reopen the case. To the extent that the State Commission of Investigation report deals with events that occurred after the petition was filed and before the election, it adds no significant information that had not been considered by us. To the extent that it deals with events that occurred after the election, it is not relevant to the validity of the election. An allegation that an employee organization which won an election did not keep its campaign promises after its victory is also not a basis for setting aside the election, as it does not bear upon the employees' free choice in the election.

NOW, THEREFORE, WE ORDER that the motion herein be, and it hereby is, DENIED.

DATED: Albany, New York
November 9, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

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

In the Matter of

CITY OF MOUNT VERNON,

Respondent,

-and-

UNIFORMED FIRE FIGHTERS ASSOCIATION,

Charging Party.

RAINS, POGREBIN & SCHER (TERENCE M. O'NEIL, ESQ., of Counsel) for Respondent

THOMAS P. FLYNN, for Charging Party

This matter comes to us on the exceptions of the City of Mount Vernon (City) to a decision of a hearing officer that it violated paragraphs (a) and (d) of subdivision 1 of §209-a of the Taylor Law by imposing a temporary freeze on promotions of firefighters because the Uniformed Firefighters Association, Local 107 (Association) petitioned for impasse arbitration pursuant to §209.4 of the Taylor Law. The City acknowledges that it imposed the freeze, but it asserts that its conduct was not improper be-

1 CSL §209-a.1(a) and (d) provide that "It shall be an improper practice for a public employer or its agent deliberately (a) to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed in section two hundred two for the purpose of depriving them of such rights;...or (d) to refuse to negotiate in good faith with the duly recognized or certified representatives of its public employees."

2 CSL §209.4 provides for interest arbitration to determine the terms and conditions of employment of policemen and firefighters if a settlement cannot be reached with the assistance of a mediator.
cause it was not motivated by animus against the Association. It explains its action as being motivated only by fiscal concerns. According to the City, the only relationship between the imposition of the temporary freeze on promotions and the Association's petition for arbitration was that the prospect of arbitration exacerbated the City's uncertainties regarding its prospective financial circumstances.

**DISCUSSION**

Having reviewed the record, we affirm the findings of fact and conclusions of law of the hearing officer. It is clear that the freeze on promotions was precipitated by the decision of the Association to seek arbitration under §209.4 of the Taylor Law. The City must have known that the Association and the employees would resent the freeze. It is inevitable that a freeze on promotions would restrain the Association and the unit employees in their resort to arbitration procedures that are vouchsafed to them by §209.4 of the Taylor Law. No less inevitably, this restraint upon the Association's exercise of a statutory right to arbitration would have a chilling effect upon the organizational rights of employees. On these facts, we do not find animus. We must presume that the City intended to interfere with the employees' right of organization and that it thus violated CSL §209-a.1(a). We also conclude that the City's interference with the Association's resort to procedures afforded by §209 of the Taylor Law constitutes a violation of its duty to negotiate in good faith and is thus a violation of CSL §209-a.1(d).

NOW, THEREFORE, WE ORDER the City of Mount Vernon forthwith to cease and desist from continuing to
apply the October 4, 1978 directive insofar as it freezes promotions of firefighters represented by the Association.

DATED: Albany, New York
November 8, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
The matter before us is a request for an extension of time during which to file exceptions to a hearing officer's decision dismissing a charge. Section 204.12 of the Rules of this Board provides:

"A request for an extension of time within which to file exceptions and briefs shall be in writing and filed with the Board at least three working days before the expiration of the required time for filing, provided that the Board may extend the time during which to request an extension of time because of extraordinary circumstances." (emphasis supplied)

Albert Handy, whose legal representative was the New York Educators Association (NYEA), filed a charge against the Westbury Union Free School District and the Westbury Teachers Association on September 18, 1978. His charge was dismissed by a hearing officer on July 13, 1979. The time for filing exceptions to the hearing officer's decision expired on August 7, 1979. On August 5, 1979, NYEA decided not to file exceptions on behalf of Mr. Handy because it concluded "that PERB was very unlikely to overrule the hearing officer's decision on the merits of the case."
This information was communicated to Handy on August 6, 1979, one day before the expiration of his time to file exceptions. However, NYEA did not inform him of the August 7 deadline until August 8. At that time, Handy was on a vacation. He took no further action until he returned from vacation on August 29, 1979. Shortly afterwards, he consulted with an attorney, who filed this request on his behalf on September 14, 1979.

The Westbury Teachers Association opposes the request on the ground that Handy has failed to set forth any "extraordinary circumstances" to support the application at this time.

We find that Handy's vacation is not the kind of extraordinary circumstance for which his time to file exceptions should be extended.

NOW, THEREFORE, the request is hereby DENIED.

DATED: Albany, New York
November 8, 1979

[Signatures]

Harold R. Newman, Chairman
Ida Klaus, Member
David C. Randles, Member
This matter comes to us on the exceptions of Nassau Chapter, Civil Service Employees Association, Inc. (CSEA) to a hearing officer decision dismissing its charge that the County of Nassau (County) violated §209-a.1(d) of the Taylor Law in that it unilaterally altered the work week of Dr. Benjamin Beck.

FACTS

CSEA and the County have been parties to a series of contracts. The 1977-78 contract contains the following provision:

"Except as validly limited by this agreement, the County reserves the right to determine the standards of service to be offered by its various agencies; to set the standards of selection for employment; to direct its employees; to regulate work schedules;" (emphasis supplied)

In another part of his decision, the hearing officer determined that the County violated §209-a.1(d) of the Taylor Law in that it refused to negotiate the impact of its decision to alter Dr. Beck's work schedule. No exceptions have been filed to this part of his decision.
In 1977, the County had changed the shift of certain employees who worked at its Medical Center Laboratory and CSEA charged that the change constituted an improper practice. We held that the language in the above-quoted clause which authorized the County to regulate the work schedule of its employees constituted a waiver of CSEA's right to negotiate the work schedules of the employees involved in that case. Accordingly, we dismissed that charge, County of Nassau, 12 PERB ¶3049.

On December 6, 1978, the County notified Dr. Benjamin Beck that his work schedule would be changed effective January 1, 1979. In the past, he had worked one 24-hour day each week and one 48-hour weekend each month. This gave him ample time to conduct a private practice. With the changed schedule, he would work from 8:00 a.m. to 2:00 p.m. each of the five weekdays and one weekend every six weeks. Over the course of time, Dr. Beck's total hours would not be changed, but the new schedule interfered with his private practice.

The 1977-78 schedule expired on December 31, 1978. When the record in this proceeding was completed, the parties had reached a tentative agreement for a successor contract. That tentative agreement continued the above-quoted language.

THE HEARING OFFICER'S DECISION AND THE EXCEPTIONS

The hearing officer ruled that our decision in the earlier case is dispositive of the issue in the present case. In its exceptions, CSEA asserts that the change in Dr. Beck's work schedule was so much more drastic than that of the laboratory employees in the earlier case that the prior decision cannot be deemed a precedent.
DISCUSSION

Having reviewed the record, we agree with CSEA that the change in Dr. Beck's schedule was much more drastic than the change in the schedule of the laboratory employees involved in the previous case. Nevertheless, it, too, was a change in work schedule. The parties were aware of the new work schedule of Dr. Beck when they agreed to carry forward the wording of the prior contract which reserved to the County the authority to regulate work schedules. They were also aware that this Board had interpreted that language as constituting a waiver of CSEA's right to negotiate shift changes. Whether or not the parties intended the agreed-upon language to extend so far as to cover a change as drastic as the one involving Dr. Beck's schedule is a matter for contract interpretation and not for resolution through the presentation of an improper practice charge, St. Lawrence, 10 PERB ¶3058.

NOW, THEREFORE, WE AFFIRM the determination of the hearing officer, and

WE ORDER that the charge herein be, and it hereby is, dismissed.

DATED: Albany, New York
November 7, 1979

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Randles, Member
This matter comes to us on the Motion of the Lakeland Federation of Teachers, Local 1760, American Federation of Teachers, AFL-CIO (LFT) for an order restoring to it the dues deduction rights suspended by our decision and order of March 29, 1978 (11 PERB ¶3020).

LFT's dues deduction privileges have been suspended because it violated §210.1 of the Taylor Law in that it engaged in a forty-two day strike against the Lakeland Central School District of Shrub Oak from September 6, 1977 through November 8, 1977. We ordered that the dues deduction privileges of LFT "be suspended indefinitely, commencing on the first practicable date, provided that it may apply to this Board at any time after July 1, 1980 for full restoration of such privileges."

We further directed that LFT "may apply to this Board after September 1, 1979 for the conditional suspension of the forfeiture of those privileges." We indicated that, as a condition for both the conditional suspension of the forfeiture and for the full restoration of LFT's dues deduction privileges, we would require proof of good faith compliance with CSL ¶210.1 after the violation, "such proof to include, for example, the successful negotiation, without violation of said subdivision, of a contract covering the employees in the unit...."
Finally, we ordered that,

"If it becomes necessary to utilize the dues deduction process for the purpose of paying the whole or any part of a fine imposed by order of a court as a penalty in a contempt action arising out of the strike herein, the suspension of dues deduction privileges ordered hereby may be interrupted or postponed for such period as shall be sufficient to comply with such order of the court, whereupon the suspension ordered hereby shall be resumed or initiated, as the case may be." (emphasis supplied)

By reason of a contempt of court action arising out of the strike, LFT's dues continued to be deducted until May 3, 1979, such dues being used to pay its contempt of court fine. Accordingly, the suspension of the dues deduction has been in effect only for approximately a six-month period. Our order of March 29, 1978 contemplated the passage of a minimum period of seventeen months before LFT could apply for the conditional suspension of the forfeiture of its dues deduction privileges. Accordingly, the application by LFT is premature.

NOW, THEREFORE, the Motion herein is denied.

DATED. Albany, New York
November 9, 1979
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 United University Professions, 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: All employees in the "State University Professional Services Negotiating Unit" as presently constituted.

Excluded: All other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with United University Professions, 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 November, 1979
Albany, New York

Harold K. Newman, Chairman
Ida Klaus, Member
David C. Randels, Member
In the Matter of

VILLAGE OF HERKIMER and the
HERKIMER MEMORIAL HOSPITAL,

Joint Employer,

and

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

Petitioner.

Case No. C-1926

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., 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: All full and regular part-time employees employed at Herkimer Memorial Hospital.

Excluded: Administrator; Food Service Administrator; Director of Nursing; Medical Records Administrator; Secretary to Administrator; Business Office Supervisor; Accountant; Consulting Dietician; Housekeeper; Chief Engineer; Chief Technician (Radiology); Laboratory Supervisor; Assistant Director of Nursing; Inservice Education Instructor; Evening Supervisor (Nursing Services); Night Supervisor, (Nursing Services); Head Nurses; Pharmacist; Physical Therapist; Respiratory Therapist; Medical Staff; Snack Bar employees; volunteer temporary employees; casual employees and per diem substitutes.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with 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 November, 1979

Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

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

In the Matter of

TOWN OF NISKAYUNA,
Employer.

-and-
NISKAYUNA PUBLIC SAFETY/COURT EMPLOYEES' ASSOCIATION,
Petitioner.

Case No. C-1931

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 Niskayuna Public/Safety Court 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: School Crossing Guards; Typist-Police Department; Clerks-Town Court; Civilian Police Dispatcher; and Animal Control Officer (Dog Warden).

Excluded: All other employees of the Town of Niskayuna.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Niskayuna Public/Safety Court 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 November, 1979
Albany, New York

Harold R. Newman, Chairman

Ida Klaus, Member

David C. Radcliffe, Member