



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Board Decisions - NYS PERB

New York State Public Employment Relations
Board (PERB)

11-30-1979

State of New York Public Employment Relations Board Decisions from November 30, 1979

New York State Public Employment Relations Board

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

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

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

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

State of New York Public Employment Relations Board Decisions from November 30, 1979

Keywords

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

Comments

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

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
COUNTY OF ORANGE,

Respondent,

BOARD DECISION AND ORDER

-and-

CASE NO. U-3702

COUNTY EMPLOYEES UNIT, ORANGE COUNTY
CHAPTER 836, THE CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,

Charging Party.

JAMES G. SWEENEY, ESQ., for Respondent

ROEMER & FEATHERSTONHAUGH, ESQS. (PAULINE F. ROGERS,
ESQ., of Counsel), for Charging Party

The charge herein was filed by the County Employees Unit, Orange County Chapter 836, Civil Service Employees Association, Inc. (CSEA) on November 24, 1978. It alleges that the County of Orange (County) violated §209-a.1(d) of the Taylor Law by refusing to negotiate in good faith in that it unilaterally instituted a procedure whereby all unit members would be paid after a uniform lag of one week following the performance of their work. Previously many employees had been paid for all work performed up to the date of payment. Others had been paid after a lag of one week while still others were paid after a two-week lag. Provision for payment after the work is performed is known as a "lag payroll".

The County acknowledges that it had altered its prior payroll practice but it asserted that it was required to do so by §369.4 of the County Law, which provides that a payroll must be certified "as to its correctness" before employees may be paid.

6037

It argues that some lag is necessary to permit the certification of the payroll. The County concedes, however, that its asserted right to impose a lag payroll does not relieve it of a duty to negotiate the extent of that lag and other details relating to what it recognizes as the "implementation" of its decision to institute a lag. However, it contends that it had satisfied its duty to negotiate such "implementation". It also contends that CSEA waived any further right to negotiate regarding the lag payroll. In support of its waiver contention, the County relies upon a management rights clause in its collective agreement with CSEA¹ and upon two demands, Nos. 2 and 15, made and withdrawn by

1 The management rights clause provides:

"Section 1. All management functions, rights, powers and authority whether heretofore or hereafter exercised shall remain vested exclusively in the County. It is expressly recognized that these functions include, but are not limited to:

1. Full and exclusive control of the management and operation of the County;

3. Scheduling of work;

4. The right to introduce new or improved methods or facilities;

8. The right to formulate any reasonable rules and regulations.

Section 2. All the functions, rights, powers and authority which the Employer has not specifically abridged, terminated or modified by this Agreement are recognized by the Union as being retained by the Employer."

CSEA that allegedly dealt with the lag payroll.²

In its post-hearing brief, the County attributed to CSEA reliance upon §4 of Article 3 of the recently negotiated agreement which provides for the maintenance of past practices.³ The hearing officer determined that the subject matter of the charge was covered by §4 of Article 3 of the recently negotiated contract and she ruled that the Board may not interpret that provision. Accordingly, she dismissed the charge.

The matter is before us on the exceptions of CSEA. It argues that the hearing officer erred in relying upon the maintenance of past practices clause without affording the parties an

2 Respectively, these demands provided:

"2. ARTICLE 5 - Section 1-D - All employees shall receive at least two weeks notice before a shift change can be made.

The employer shall establish a standard pay period for all employees.

No shift or work week shall be changed to avoid paying overtime.

15. ARTICLE 31 - Add New Section - All employees who have had a weeks pay withheld shall have the weeks pay restored after serving 4 years."

3 It states:

"Maintenance of Past Practices: The Employer agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work and general working conditions shall be maintained at the standards in effect at the time of the signing of the Agreement except as specifically modified or abridged by this Agreement."

opportunity to submit evidence regarding the relevance of that clause to the lag payroll dispute. Had it been given that opportunity, CSEA asserts, it could have proved by affirmative evidence - what should have been clear to the hearing officer from the absence of any contrary evidence - that the clause was irrelevant. Finally, CSEA argues that the record evidence establishes the County's violation of its duty to negotiate regarding the lag payroll.

At oral argument, the County responded by reasserting its previous arguments that the County Law obliged it to institute a lag payroll for all employees and that it had satisfied its duty to negotiate the implementation of its decision to institute a lag payroll.

DISCUSSION

We reverse the determination of the hearing officer that the maintenance of past practices clause is dispositive of the issue. The clause does not, on its face, deal with the issue of a lag payroll and neither party had interpreted it as doing so. In its post-hearing brief, however, the County asserted that CSEA relied upon the clause as the basis for its charge. CSEA denied that it placed any reliance upon it, and the record supports the CSEA denial. We therefore regard this County assertion as no more than an afterthought unsupported by the record.

Having determined that the evidence does not support the hearing officer's conclusion that the parties dealt with the issue of a lag payroll in their agreement, we now address the question whether the County violated its duty to negotiate in good faith when it unilaterally instituted a uniform one-week-lag payroll.

We conclude that it did. Assuming arguendo that County Law §369.4 requires the County to impose some payroll lag in order to facilitate the certification of the correctness of the payroll, the County nevertheless was obligated, as it concedes, to negotiate aspects of the lag. We are not persuaded by its arguments that it has satisfied that obligation or that CSEA has waived its right to negotiate the subject.

Assuming that the authority to institute a lag payroll is in the management rights clause to which CSEA agreed, nothing in that clause suggests that the County is authorized to determine unilaterally the length of the lag period. The County's reliance upon CSEA's withdrawal of its demands Nos. 2 and 15 is, as the evidence shows, also misplaced. Demand No. 2 plainly deals with the stabilization of shifts and the protection of opportunities for overtime pay. The evidence shows that language of the demand for a standard pay period was designed to eliminate confusion as to what the pay period in all departments of the County was. Some employees believed that they were paid on a bi-weekly work schedule running from Saturday of one week to Friday of the following week, while others believed that they were paid on a weekly work schedule running from Monday to Sunday. It does not deal with how soon employees are paid after their work is performed. Demand No. 15, clearly unrelated to any kind of payroll system, was concerned with the payment to some employees of wages retained by the County under some sort of escrow arrangement. Consequently, CSEA's withdrawal of these unrelated demands did not constitute a waiver of its right to negotiate as to a uniform one-week-lag payroll.

The record established that the County had wished to institute a lag payroll for some time prior to negotiations and that it had conducted a county-wide lag-time survey during the course of negotiations. However, it made no specific negotiation proposal regarding any kind of lag payroll; nor did it give CSEA any other notice during negotiations of the kind of change it was contemplating. The County asserts that its duty to negotiate was satisfied because it informed CSEA that it was contemplating a uniform lag payroll. It argues that, having done so, it transferred the burden to CSEA to come forth with a specific proposal regarding a lag payroll and that CSEA's failure to make such a proposal constituted a waiver. We do not agree. In Press Co., Inc., 121 NLRB 976 (1958), the National Labor Relations Board held that the mere discussion of a subject during negotiations, not specifically covered in the resulting contract, does not remove that subject from the realm of collective bargaining during the contract term. The Board points out that a contrary holding would permit an employer to avoid its duty to negotiate certain matters by raising them in casual discussions during negotiations and explained that the union would be required to press the negotiation of any subject thus raised or be deemed to have waived its right to negotiate the subject later during the term of the agreement. This process would impose a needless impediment in the way of successful collective bargaining. We accept the reasoning of the NLRB. Consequently, in view of the fact that the County informed CSEA in only vague terms that it was contemplating a uniform lag payroll, CSEA was under no duty to make a proposal regarding a lag payroll and its failure to do so did not constitute a waiver of its right to negotiate the matter during the life of the contract.

6042

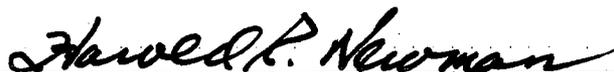
NOW, THEREFORE, WE REVERSE the decision of the hearing officer; and

WE DETERMINE that the County of Orange violated §209-a.1(d) of the Taylor Law by refusing to negotiate in good faith in that it unilaterally instituted a lag payroll of one week; and

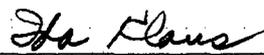
WE ORDER the County of Orange:

1. To reinstate the procedures regarding the time of payment of wages, in relation to time worked for those wages, that existed prior to the unilateral change; and
2. To negotiate with CSEA as to changes in the time of payment of wages in relation to time worked.

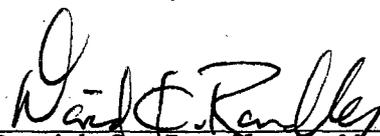
DATED: Albany, New York
November 30, 1979



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
COHOES CITY SCHOOL DISTRICT, :
Respondent, : BOARD DECISION AND ORDER
-and- : CASE NO. U-3679
COHOES TEACHERS ASSOCIATION, :
LOCAL #2579 :
Charging Party. :

JOSEPH A. IGOE, for Respondent

JOHN R. SOLE, for Charging Party

This matter comes to us on the exceptions of the Cohoes City School District (District) to a decision of a hearing officer that it violated its duty to negotiate in good faith with the Cohoes Teachers Association, Local #2579 (CTA), in that it failed to maintain the status quo regarding the early dismissal of students on days when faculty meetings or CTA meetings would be held.¹

BACKGROUND

The District and CTA commenced negotiations on March 21, 1978, for a contract to succeed one that would expire on June 30, 1978. Among the proposals made by the District was a change in Article III (H) of the existing agreement which provided:

¹ A second charge by CTA was dismissed by the hearing officer. It alleged that the District had altered the status quo by unilaterally increasing the workday and the work year of teachers by conduct unrelated to the issues now before us. The hearing officer determined that the evidence did not support the allegation. CTA has filed no exceptions to the determination of the hearing officer.

"Thursday shall be held open for faculty and CTA meetings with prior notification of such meeting having been given on the preceding Monday. In case of an emergency, a meeting may be called by the building principal or President of CTA. On meeting days, pupils will be dismissed 30 minutes earlier than usual dismissal." (emphasis supplied)

The proposal of the District was to delete the underscored language and to substitute for it "pupils will be dismissed at the regular time."

The alleged reason for the proposed change was a directive of the State Department of Education to the District in February, 1976 that it would have to change its early dismissal practice in order to come into compliance with the State Commissioner of Education. The Department of Education indicated that these changes should await the expiration of the agreement between the District and CTA, but that the provisions of any subsequent contract should be consistent with the regulations of the Education Commissioner.

Negotiations for an agreement to succeed the one expiring on June 30, 1978, continued for a period of months. The parties were still in active negotiations on the issue of the extra thirty minutes as well as other issues when school opened in September, 1978. By that time, they had been through mediation and factfinding procedures of the Taylor Law, and both parties had rejected the recommendations of a factfinder. These negotiations were still in progress when the hearing officer issued her decision on May 4, 1979.

Having failed to reach an agreement with CTA by the opening of school in September, 1978, the District unilaterally

abandoned its prior practice under the expired agreement of dismissing students thirty minutes early on days when faculty or CTA meetings were scheduled, and it required its teachers to work the thirty minutes. These actions precipitated the charge.

The hearing officer determined that the District did not have to change the student dismissal time and extend the teaching time in the elementary and high schools in order to satisfy the requirements of the Education Commissioner. Accordingly, she found that the increase of the student instructional and faculty teaching time in the elementary and high schools violated the District's duty to negotiate in good faith. On the other hand, she determined that an increase in the instructional time of students in the middle school was required for compliance with the regulations of the Education Commissioner. Accordingly, she ruled that there was a compelling need for the District to increase the student instructional and the consequent faculty teaching time in the middle school and that the unilateral change there did not violate the Taylor Law.

In its exceptions, the District argues, among other things, that the hearing officer did not properly interpret the ruling of the Education Department. It contends that a proper interpretation is that the ruling would be that additional instructional time is required in the elementary schools as well as in the middle school.

DISCUSSION

We believe that the emphasis given to the regulation of the Education Commissioner by both the hearing officer and the District was misplaced. The number of hours of student

instruction is a permissive, but not a mandatory, subject of negotiation. New York City School Boards Assn., Inc. v. Board of Education, 39 NY2d 111 (1976). This is so even where a school district chooses to offer a number of hours of educational instruction that exceeds that required by the Education Commissioner. Thus, with respect to student attendance time, the unilateral change by the District of the practice recited in Article III (H) of the prior agreement did not violate its duty to negotiate in good faith, because it had no Taylor Law duty to maintain that practice. Board of Education of the City of New York, 5 PERB ¶3054 (1972). The action of the District, however, in restoring the regular dismissal time resulted not merely in an increase in the instructional time of students; it also resulted in an increase in the working time of teachers. Such an increase is a term and condition of employment and ordinarily an employer may not change a term and condition of employment unilaterally. In Wappingers Central School District, 5 PERB ¶3074 (1972), however, we recognized an exception to this general rule. There we held that an employer may unilaterally change a term and condition of employment where: (1) there are compelling reasons for the employer to act unilaterally at the time it does so; and (2) it had negotiated the change in good faith by negotiating with the employee organization to the point of impasse before making the change and by continuing thereafter to negotiate the issue.

These circumstances are all present in the instant case. It is clear that the District, having properly added thirty

minutes to the instructional time of students, was under a compelling need to provide teacher supervision and instruction for the students during that time. The record supports the finding of the hearing officer that the District negotiated with CTA as to faculty teaching time to the point of impasse before making the change and continued thereafter to negotiate the issue with CTA.

Accordingly, we determine that the District did not violate its duty to negotiate in good faith by reason of the conduct complained of herein, and

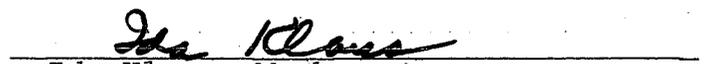
WE ORDER that the charge herein be, and it hereby is,

DISMISSED.

DATED: Albany, New York
November 30, 1979



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
: BOARD DECISION AND ORDER
TOWN OF SHELTER ISLAND, :
Respondent, :
-and- : CASE NO. U-3538
SHELTER ISLAND POLICE :
BENEVOLENT ASSOCIATION, :
Charging Party. :

In the Matter of :
: CASE NO. U-3569
SHELTER ISLAND POLICE :
BENEVOLENT ASSOCIATION, :
Respondent, :
-and- :
TOWN OF SHELTER ISLAND, :
Charging Party. :

GEORGE C. STANKEVICH, ESQ. for the Town
HARTMAN & LERNER, ESQS. for PBA

This matter comes to us on the exceptions of the Town of Shelter Island (Town) to a decision of a hearing officer dismissing its charge (U-3569) that the Shelter Island Police Benevolent Association (PBA) violated §209-a.1(d) of the Taylor Law.¹ The Town had alleged that PBA had refused to negotiate in good faith in that (1) it had included several nonmandatory or prohibited subjects of negotiation in its demands; (2) it had refused to negotiate ground

¹ In a consolidated decision, the hearing officer also dismissed a charge by the PBA (U-3538) that the Town violated its duty to negotiate in good faith. We do not reach any of the issues involved in that part of the hearing officer's decision because PBA has filed no exceptions to it.

rules regarding the presence of observers during negotiations and the transcription of negotiations; and (3) it had failed to attend one negotiating session and walked out of a second negotiating session.

THE HEARING OFFICER'S DECISION

In dismissing the first specification of the Town's charge, the hearing officer ruled that the allegation that PBA had made proposals for nonmandatory and prohibited subjects of negotiation was "premature". He noted that the parties had not yet begun to negotiate and that the record did not indicate that the Town had even made a request that PBA withdraw any of its demands. In dismissing the second specification of the charge, the hearing officer ruled that PBA was not obligated to negotiate these ground rules because they are not terms or conditions of employment. Finally, the hearing officer dismissed the third specification of the charge on the ground that PBA's failure to appear at one negotiating session and its walking out of a second did not evidence "bad faith". The session at which it did not appear had been cancelled the previous day by the PBA attorney, who had informed the Town at that time of a conflicting court engagement. PBA walked out of another negotiating session because the Town had invited representatives of the press to attend negotiations as observers and, over the objections of the PBA, the Town addressed comments to the observers that disparaged the proposals of the PBA. The hearing officer ruled that this conduct constituted sufficient provocation excusing the PBA's action in walking out of the session.

6050

THE TOWN'S EXCEPTIONS

The Town asserts that the hearing officer erred in that he failed to find an improper practice when, subsequent to the filing of the charge, PBA carried allegedly nonmandatory and prohibited subjects of negotiation into impasse. It also contends that PBA was obligated to negotiate concerning the ground rules that it sought. Finally, it asserts that the presence of observers could not have justified PBA's walking out because the observers had a statutory right to be present under the New York Open Meetings Law (Public Officers Law §96, et seq.).

In addition to the exceptions addressed to the substantive determinations of the hearing officer, the Town also protested several procedural rulings made by the hearing officer under these circumstances: The Town had invited newspaper and television reporters to cover the PERB hearing on the instant charges. PBA objected to the taping of the hearing for television. After consulting with the Director of Public Employment Practices and Representation (Director), the hearing officer ruled that the proceedings could not be taped. The Town now protests both the ruling of the hearing officer and the fact that he consulted with the Director. It also protests rulings of the hearing officer excluding expert and lay testimony proffered by the Town to show the desirability of having observers at negotiations.

DISCUSSION

We affirm both the procedural rulings and substantive determinations of the hearing officer. The hearing officer committed no error by consulting with the Director with respect to television coverage of the proceeding before him. This is a matter

for the hearing officer's discretion. Nor was it error for him to preclude the taping of the hearing. A party does not have a right to have a quasi-judicial proceeding taped for television.²

The expert witnesses whose testimony the Town sought to introduce were prepared to testify that the presence of observers at negotiations enhances the process. This testimony was properly excluded by the hearing officer. The issue before him as raised by the Town was one of law and not of policy. That testimony was irrelevant to the question whether the Town could insist upon the presence of observers or even insist upon negotiations concerning their presence. Even as to policy, however, established principles of this Board on this issue render such evidence unnecessary. Similarly, the hearing officer properly sustained objections to the testimony of lay witnesses when they were asked whether they favored the presence of reporters at negotiations or whether they believed that the Open Meetings Law does, or ought to, cover collective negotiations.

We affirm the determination of the hearing officer that a party to negotiations may not insist upon the presence of observers during negotiations or upon the transcription of the negotiation proceedings; nor may it insist upon the negotiation of ground

² We note that the question whether judicial and quasi-judicial proceedings should be televised is being given serious consideration in many states. BERGAN, FRANCIS, "Lawyer, Judge, Camera!", New York State Bar Journal, October 1979, Vol. 51, No. 6, pp. 458, 459.

rules providing for them.³ The Town's reliance upon the Open Meetings Law is misplaced. That law defines a covered meeting as "the formal convening of a public body for the purpose of officially transacting public business." (Public Officers Law §97.1). Collective negotiation sessions between a public body and an employee organization are by their nature not meetings within the contemplation of that law. Indeed, even when a government holds a meeting by itself that deals with collective negotiations, it may do so in executive session. (Public Officers Law §100.1.e).

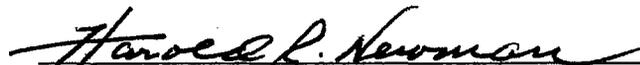
Finally, we affirm the determination of the hearing officer that the specification of the charge relating to the scope of negotiations must be dismissed. The mere presentation of a proposal does not constitute an improper practice. We have held that parties may negotiate nonmandatory subjects and, indeed, that they should be encouraged to do so. A party making such a proposal may even seek mediation of the dispute that it engenders, Board of Higher Education, 7 PERB ¶3028 (1974). While a party does violate its duty to negotiate in good faith if it improperly insists upon a nonmandatory proposal, the Town's charge here does not so much as allege that PBA did so in the instant case.

³ See County of Nassau, 12 PERB ¶3090 (1979) in which we commented favorably upon an opinion of counsel to this Board at 11 PERB ¶5006 (1978) to the same effect. We found support in a decision of the National Labor Relations Board, Bartlett-Collins Co., 99 LRRM 1034 (1978). It held that procedures similar to those that the Town sought to impose are preliminary and subordinate to substantive negotiations and they should not be permitted to interfere with the commencement and progress of negotiations.

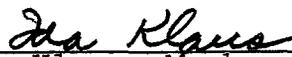
NOW, THEREFORE, WE AFFIRM the findings of fact and conclusions of law of the hearing officer, and

WE ORDER that the charge of the Town of Shelter Island be, and it hereby is, DISMISSED.

DATED: Albany, New York
November 29, 1979



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIO. BOARD

In the Matter of :
TOMPKINS-SENECA-TIOGA BOCES, :
Employer, :
- and - : Case No. C-1946
TOMPKINS-SENECA-TIOGA BOCES 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 TOMPKINS-SENECA-TIOGA BOCES 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 regular non-certified personnel.

Excluded: All positions in Attachment (1).

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with TOMPKINS-SENECA-TIOGA BOCES 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 29th day of November , 19 79

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

6055

ATTACHMENT

(1)

Excluded:

1. Treasurer of the Board of Education
2. Clerk of the Board of Education
3. Secretary to the Chief School Officer
4. Secretary to the Assistant Chief School Officer
5. Student employees
6. Payroll Clerk
7. Special project employees when the duration of the special project is for one year or less. This shall not be construed as including CETA as a special project.
8. Supervisors, Coordinators, and Directors as delineated below:
 - a. Director of Occupational Education
 - b. Director of Educational Communications
 - c. Director of Special Education
 - d. Director of Planning and Federal Aid
 - e. Director of Business Affairs
 - f. Coordinator of Placement and Follow-up Services
 - g. Coordinator of Impact Project
 - h. Coordinator of Bus Driver Training and Safety Education
 - i. Coordinator of Area Adult Homemaking
 - j. Coordinator of Gifted and Talented
 - k. Coordinator of Guidance Services
 - l. Coordinator of Youth Employment and Training Program
 - m. Supervisor of Buildings and Grounds

6056

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
WASHINGTON COUNTY (SHERIFF'S DEPARTMENT), :
Employer, :
- and - : Case No. C-1952
WASHINGTON COUNTY DEPUTY SHERIFF'S :
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 WASHINGTON COUNTY DEPUTY SHERIFF'S 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: Full-time deputy sheriffs and correction officers.

Excluded: Sheriff and under-sheriff.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with WASHINGTON COUNTY DEPUTY SHERIFF'S 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 30th day of November, 1979

Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randics
David C. Randics, Member

6057

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES, SECOND SUPERVISORY DISTRICT
MONROE-ORLEANS,

-and- Employer,

TEACHER AIDES ASSOCIATION OF BOCES #2,
NYSUT/ AFT,

Petitioner.

Case No. C-1901

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 Teacher Aides Association of BOCES #2, NYSUT/AFT

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: Classroom Teacher Aides.

Excluded: All other employees of the District.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Teacher Aides Association of BOCES #2, NYSUT/AFT

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 29th day of November, 1979.
at Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

6058