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10-31-1980

State of New York Public Employment Relations Board Decisions from October 31, 1980

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from October 31, 1980

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

#2A-10/31/80

In the Matter of :
: :
BUFFALO POLICE BENEVOLENT ASSOCIATION, : BOARD DECISION AND ORDER
: :
Respondent, :
: :
-and- : CASE NO. U-4633
: :
CITY OF BUFFALO, :
: :
: Charging Party. :
: :

SARGENT AND REPKA, P.C. (NICHOLAS J. SARGENT,
of Counsel) for Respondent

JOSEPH P. McNAMARA (ANTHONY C. VACCARO, of
Counsel) for Charging Party

This matter comes to us on the exceptions of the Buffalo Police Benevolent Association (PBA) to so much of a hearing officer's decision as determined that it violated its duty to negotiate in good faith with the City of Buffalo (City) by submitting a demand concerning work shift schedules to arbitration.¹

The demand in question is for a continuation of language contained in Article II.2 of the parties' prior contract. Article II.2 is entitled "Hours of Work". In pertinent part it provides:

"Except for emergency situations, as declared by the Commissioner of Police, work shift schedules shall not be changed by the Commissioner of Police unless the changes are mutually agreed upon."

¹ The hearing officer also determined that PBA violated its duty to negotiate in good faith by submitting to arbitration a contract demand for the filling of vacancies. PBA has not filed exceptions to that part of the hearing officer's decision.

The hearing officer read this language as limiting "the right of the City to determine the number of police it would have on duty at any given time". She held that this right is a management prerogative and, as such, it is not a mandatory subject of negotiation.

In its exceptions and supporting memorandum, PBA argues ~~that the hearing officer did not properly understand the demand.~~ It asserts the demand merely relates to hours of work and, as such, is a mandatory subject of negotiation.

During the oral argument, which was requested by PBA, the parties indicated a common understanding as to the effect of the demand. The police officers now work one of three shifts. There is a regular day shift of the hours 8:00 a.m. to 4:00 p.m., and two rotating shifts. An employee on a rotating shift works from 12:00 midnight to 8:00 a.m. and then works again from 4:00 p.m. to 12:00 midnight. He is off the following day, at which time the other rotating shift alternates with the regular day shift. Thus, under this system, the same number of employees who were on duty from 12:00 midnight to 8:00 a.m. will also be assigned to duty from 4:00 p.m. to 12:00 midnight that day. The demand, if granted, would prevent the City from assigning a different number of policemen to the 12:00 midnight to 8:00 a.m. time span than it assigns to the 4:00 p.m. to 12:00 midnight time span. As it is a management prerogative for the City to determine the number of policemen who should be on duty at any specific time, White Plains, 5 PERB ¶3008 (1972), the demand herein is not a mandatory subject of negotiation.

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

WE ORDER the Buffalo Police Benevolent Association to negotiate in good faith by withdrawing the demand for Article II.2, entitled "Hours of Work".

DATED: Albany, New York
October 31, 1980

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-10/30/80

In the Matter of
CITY OF AMSTERDAM,

Employer,

-and-

NEW YORK STATE PROFESSIONAL FIRE
FIGHTERS,

Petitioner,

-and-

TEAMSTERS, LOCAL 294,

Intervenor.

BOARD DECISION
AND ORDER

CASE NO. C-2048

JOSEPH JACOBS, ESQ., for Employer

LOMBARDI, REINHARD, WALSH & HARRISON, P.C.,
for Petitioner

POZEFSKY, POZEFSKY & BRAMELY, for
Intervenor

The New York State Professional Fire Fighters (PFF) filed a petition on May 1, 1980, to decertify Teamsters, Local 294 (Local 294) as the representative of a unit of employees of the City of Amsterdam (City) and to be certified in its place. Local 294 was permitted to intervene in the proceeding and it moved to dismiss the petition on the ground that it was barred by a collective agreement that it had negotiated with the City. The Acting Director of Public Employment Practices and Representation (Director) determined that the petition was timely and, accordingly,

he denied the motion. As the issue of the timeliness of the petition was the only matter in question before him, he directed that there be an election.

The matter now comes to us on the exceptions of Local 294 to the decision of the Director.

Facts

The record shows that the City and Local 294 failed to reach an agreement in their prior negotiations and that an arbitrator's award took the place of an agreement. That arbitration award expired on December 31, 1979. The City and Local 294 entered into negotiations for a contract to succeed the arbitration award and, in early April 1980, their respective negotiators reached an agreement in principle.

The agreement of the negotiators was subject to ratification by the unit employees and the approval of the City's Common Council. The employees ratified the agreement in mid-April. On April 10, 1980, following receipt of a draft of the agreement from Local 294, the City's attorney wrote to Local 294 requesting a change in one of the provisions. Upon receipt of the City's letter, Local 294 responded by telephone that the proposed change in the language was acceptable to it. The City's Common Council then approved the contract. That approval took place on May 6, 1980, five days after the petition herein was filed.

Discussion

In its exceptions, Local 294 complained that no hearing was

held and PFF argues that none was necessary. We agree with PFF.¹ The sole issue before the Director was whether the petition was barred by an existing contract. He had before him sufficient facts to resolve this issue and the parties had been given adequate opportunity to challenge or supplement the factual allegations that were before him.

Local 294 also argues that the Director erred when he determined that the petition was timely. It contends that the petition was barred as of the unspecified date in April, 1980, when it informed the City's attorney that it approved the City's change in the language of the contract. Thus, according to Local 294, it had negotiated a new agreement within 120 days of the expiration

¹ Section 201.9(a)(1) of the Rules of this Board requires an investigation of all questions concerning representation. Section 201.9(a)(2) authorizes a hearing when necessary. An investigation need not include a hearing. State of New York (State University of New York, Stony Brook) 10 PERB ¶3081 (1977). The facts relied upon by the trial examiner were communicated to her at a pre-hearing conference. She wrote out a statement of facts and sent it to the parties on June 26, 1980. Her letter indicated that the parties could challenge the accuracy of her statement of facts or submit additional relevant facts by July 8, 1980. Neither the City nor PFF responded to her letter. Local 294 responded by letter on July 7, 1980, submitting additional factual material. On July 17, 1980, it further responded by telephone and advised the hearing officer that it had nothing further to add. Thus, the record consists of the pleadings of the parties, the hearing officer's letter of June 26, 1980, and Local 294's letter of July 7, 1980.

of the arbitration award that stands in the place of a prior agreement. In support of this position, Local 294 points to the first sentence of §201.3(e) of our Rules which authorizes a petition "if no new agreement is negotiated 120 days subsequent to the expiration of a written agreement" (emphasis supplied). In response to this argument, the PFF points to the second sentence of Rule 201.3(e), which states that after the 120 day period, "a petition may be filed until a new agreement is executed" (emphasis supplied).

The positions of the parties suggest a conflict between the first two sentences of Rule 201.3(e), but that conflict is illusory. The phrase, "an agreement is negotiated" means "an agreement is concluded". For the purpose of contract bar, an agreement is concluded when it is executed. Lakeland Central School District, 12 PERB ¶3017 (1979).

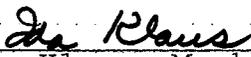
In any event, the facts before us show that there was no agreement between the City and Local 294 prior to May 6, 1980. Local 294 acknowledges this in its exceptions. It states that the memorandum of agreement entered into by the parties' negotiators was subject to approval by the City's Common Council. Thus, from the termination of the 120 day period following the expiration of the award until the Common Council approved the contract, there was no bar to the petition herein.

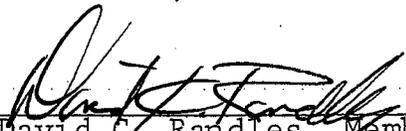
NOW, THEREFORE, WE AFFIRM the decision of the Director,² and WE ORDER that there be an election by secret ballot, held under the supervision of the Director of Public Employment Practices and Representation among the employees of the employer in the stipulated unit who were employed on the payroll date immediately preceding the date of this decision.

WE FURTHER ORDER that the employer shall submit to the Director of Public Employment Practices and Representation, to Teamsters Local 294, and to the New York State Professional Fire Fighters, within seven days from the date of receipt of this decision, an alphabetized list of all employees in the unit who were employed on the payroll date immediately preceding the date of this decision.

DATED: Albany, New York
October 30, 1980


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

2 The petition mistakenly identified Local 294 as Local 274. This mistake was continued by the hearing officer in that Local 294 was referred to as Local 274 in all correspondence relating to the case and the caption of the decision of the Acting Director of Public Employment Practices and Representation identifies the Intervenor as Local 274.

In its exceptions, Local 294 also complains that it was wrongly identified in the petition and in the caption of the Director's decision. This is not a reason to reverse the decision of the Director. It has not prejudiced Local 294. Local 294 will be properly identified on the election ballots so that unit employees will not be confused as to its identity when they vote.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2C-10/31/80
UNITED UNIVERSITY PROFESSIONS, INC., :
Respondent, : BOARD DECISION AND ORDER
-and- :
CHARLES R. IDEN, : CASE NO. U-4457
Charging Party. :

BERNARD F. ASHE, ESQ. (ROCCO A. SOLIMANDO, ESQ.
and IVOR R. MOSKOWITZ, ESQ., of Counsel), for
Respondent

THOMAS A. FARR, ESQ., for Charging Party

The charge herein was filed by Charles R. Iden on January 4, 1980. It alleges that the United University Professions, Inc. (UUP) violated §209-a.2(a) of the Taylor Law by using agency shop fee deductions collected from him to provide insurance benefits to UUP members only.

Facts

All membership dues deductions and agency shop fee payments from the salaries of members of the negotiating unit represented by UUP are deposited in UUP's general fund. Agency shop fee payments have been deducted from Iden's salary every two weeks since September 1977. Since some time in 1978, UUP has paid premiums from that general fund for insurance benefits that are available to UUP members only, and Iden has been aware of this practice at least since before September 1979.

Relying upon our decision in UUP, Inc. (Eson), 12 PERB ¶3117 (Case No. U-3740, 1979), the hearing officer concluded that UUP's practice of using some of the money received in agency shop fee

payments for the purchase of insurance benefits for UUP members only is improper, and he directed UUP "to return to Iden that portion of his agency shop fees paid to the UUP since September 4, 1979 which is equal to the per member cost of insurance benefits incurred since that date." UUP has filed exceptions to this determination and Iden has filed cross-exceptions.¹

Discussion

In support of its exceptions, UUP argues that our decision in UUP, Inc. (Eson), supra, was wrong. The basis for this position was considered and rejected by us in the former case and we see no reason to reverse our prior decision. The only new development since the issuance of the prior decision is a determination by the independent party designated by UUP that the amount of UUP's refund for fiscal year 1977-78 was proper. It is sufficient for present purposes to note that the determination does not deal with the basic principle of our earlier decision, which was that the use of agency shop fee payments to provide insurance for members only is an independent act of coercion in violation of §209.2(a) of the Taylor Law.

¹ UUP filed timely exceptions to the hearing officer's decision. Thereafter and during the time within which cross-exceptions are authorized by §204.11 of our Rules, but one day after the time during which initial exceptions could have been filed, Iden filed papers which he designated exceptions. UUP moved to dismiss Iden's exceptions on the ground that they are not timely. Iden made a cross motion to amend his papers to designate them cross-exceptions.

In authorizing cross-exceptions, Rule 204.11 does not distinguish between a response to arguments raised in the exceptions filed by the adverse party and the making of new arguments. Accordingly, we grant Iden's motion to designate his papers cross-exceptions, and we deny UUP's motion to dismiss those cross-exceptions.

UUP also argues that Iden's charge should be dismissed because it is barred by §204.1(a)(1) of our Rules, which permits improper practice charges only if they allege violations which occurred within four months of the charge. UUP points out that the provision of insurance benefits for members only commenced in 1978 and Iden knew of this practice for more than four months before he filed his charge. The hearing officer rejected this argument, saying that UUP committed a new violation "[e]ach time the agency fee deduction is made, which is every two weeks...." We agree with the hearing officer and sustain his ruling.

In his exceptions, Iden contends that the remedy proposed by the hearing officer is inadequate. He argues that he should be made whole for all agency fee payments improperly collected from him and used to provide insurance benefits for members only, including those payments made more than four months prior to the filing of the charge. In support of this proposition, he argues that the improper utilization of agency shop fee payments to purchase insurance for UUP members only is a single, continuing violation going back to the time when insurance was first purchased for members only. According to Iden, once we determine that UUP's improper conduct was not time barred because it continued within four months of the charge, we should disregard the four-month period as a factor in fashioning a remedy. We reject this argument. With the hearing officer, we determine that each improper agency shop fee deduction is an independent violation of the Taylor Law² and that an appropriate remedy is one related to that four-month period.

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

² See Village of Malone, 8 PERB ¶3045 (1975).

WE ORDER UUP to return to Iden that portion of his agency shop fee paid to UUP since September 4, 1979 which is equal to the per-member cost of insurance benefits incurred since that date.³

DATED: Albany, New York
October 31, 1980

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

³ In UUP, Inc. (Eson), supra, we ordered UUP to cease and desist from providing insurance benefits through its dues and agency shop fee payments solely to its members, while not providing equivalent coverage and benefits to non-members who pay the agency shop fee in an amount equivalent to dues. Inasmuch as that order is applicable to all unit employees, it need not be repeated here.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-10/31/80

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,
-and-
WILLIAM A. DUMBLETON,
Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-4512

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,
-and-
LLOYD J. HEBERT, JR.,
Charging Party.

CASE NO. U-4548

In the Matter of
UNITED UNIVERSITY PROFESSIONS, INC.,
Respondent,
-and-
ROBERT D. BURGESS, et al.,
Charging Parties.

CASE NO. U-4579

BERNARD F. ASHE, ESQ. (ROCCO A. SOLIMANDO, ESQ.
and IVOR R. MOSKOWITZ, ESQ., of Counsel) for
Respondent

CHARGING PARTIES, pro se

The three charges¹ herein allege that the United University Professions, Inc. (UUP) violated §209-a.1(a) of the Taylor Law by their using agency shop fee deductions to provide insurance benefits to UUP members only.

The material facts are the same in all three cases.

¹ The other parties in U-4579 are William Burrell, Margaret Carr, Valentina Meyers, Robert Pfeiffer, Stephen Rogowski and John Tuecke.

All membership dues deductions and agency shop fee payments from the salaries of members of the negotiating unit represented by UUP are deposited in UUP's general fund. Agency shop fee payments have been deducted from the salaries of the charging parties in the three cases every two weeks. Since some time in 1978, UUP has paid premiums from that general fund for insurance benefits that are available to UUP members only, and the charging parties in each of the three cases have been aware of this practice at least since late 1979.

Relying upon our decision in UUP, Inc. (Eson), 12 PERB ¶3117 (Case No. U-3740, 1979), the hearing officer concluded that UUP's practice of using some of the money received in agency shop fee payments for the purchase of insurance benefits for UUP members only is improper, and he directed UUP to return to each of the charging parties herein that portion of his agency shop fees paid to the UUP during the four-month period preceding the filing of his charge which is equal to the per member cost of insurance benefits incurred since that date.

UUP has filed exceptions to each of these determinations. As the issues of fact and law are identical, we have consolidated them for decision.

In support of its exceptions, UUP argues that our decision in UUP, Inc. (Eson), supra, is wrong and should be reversed. It also argues that the charges herein were not timely filed because each of the charging parties was aware of the conduct of UUP complained of more than four months prior to the filing of the charge. Both of these arguments were considered by us and rejected in Matter of UUP (Iden) (Case No. U-4457), decided by us

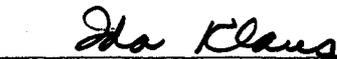
earlier today. For the reasons stated in that decision, we affirm the decisions of the hearing officer in the three matters herein, and

WE ORDER UUP:²

1. To return to Dumbleton that portion of his agency shop fee paid to UUP since October 4, 1979 which is equal to the per member cost of insurance benefits incurred since that date;
2. To return to Hebert that portion of his agency shop fee paid to UUP since October 15, 1979 which is equal to the per member cost of insurance benefits incurred since that date; and
3. To return to Burgess, Burrell, Carr, Meyers, Pfeiffer, Rogowski and Tuecke that portion of their agency shop fee paid to UUP since November 3, 1979 which is equal to the per member cost of insurance benefits incurred since that date.

DATED: Albany, New York
October 31, 1980


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Kandles, Member

² In UUP, Inc. (Eson), *supra*, we ordered UUP to cease and desist from providing insurance benefits through its dues and agency shop fee payments solely to its members, while not providing equivalent coverage and benefits to non-members who pay the agency shop fee in an amount equivalent to dues. Inasmuch as that order is applicable to all unit employees, it need not be repeated here.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of.	:	#2E-10/31/80
LACKAWANNA CITY SCHOOL DISTRICT,	:	
Respondent,	:	<u>BOARD DECISION AND ORDER</u>
-and-	:	
LACKAWANNA UNIT, ERIE EDUCATIONAL	:	
LOCAL 868, CSEA-AFSCME,	:	<u>CASE NO. U-3644</u>
Charging Party.	:	

EARL C. KNIGHT, for Respondent

KAVINOKY, COOK, SANDLER, GARDNER
WISBAUM & LIPMAN (RONALD L. JAROS,
ESQ., of Counsel) for Charging Party

On June 11, 1979, a hearing officer issued a decision that the Lackawanna City School District (District) violated its duty to negotiate in good faith in that it unilaterally reduced the weekly hours of work of assistant custodians from 40 to 22 and it also cut the wages and other benefits of assistant custodians whose hours had been cut. The matter came to us on the exceptions of the District which asserted that the reduction of hours was a management prerogative and that the reduction in the wages and other benefits of the employees was sanctioned by its agreement with the Lackawanna Unit, Erie Educational Local 868, CSEA-AFSCME (CSEA).

The record indicated, but did not establish, that the District instituted a new work schedule for assistant custodians pursuant to which all would work an identical 22-hour schedule. We concluded that it is a management prerogative to decide the time span during which work is to be performed. The distribution

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of hours of work during that time span, whether equally or otherwise, is a mandatory subject of negotiation. Accordingly, we indicated that the reduction in hours of the assistant custodians from 40 to 22 would not be improper if the District did not require the services of any assistant custodians except for specified periods of time totalling 22 hours a week, and all the assistant custodians were offered work for the full period of that time.

The record also indicated, but did not establish, that the agreement between the District and CSEA established the wages and fringe benefits to be paid to assistant custodians who worked less than 40 hours a week. If that were so, the amount of the wages and fringe benefits provided to the assistant custodians might raise a question of contract rights, but not a question concerning the statutory duty to negotiate. Accordingly, we remanded the matter to the hearing officer to clarify the facts.

On remand, the hearing officer found that the District had reduced the time span during which the work of the assistant custodians would be performed from 40 to 27 hours a week. Three of the seven assistant custodians were scheduled to work from 3:00 p.m. to 7:30 p.m. four days a week, and 3:00 p.m. to 7:00 p.m. on the fifth. The other four assistant custodians were scheduled to work from 4:00 p.m. to 8:30 p.m. four days a week and 4:00 p.m. to 8:00 p.m. on the fifth. Thus, while the individuals were assigned to work 22 hours a week each, the time span in which the District chose to have the work performed was 27 hours a week. The hearing officer also found that §909 of the agreement between the District and CSEA covered the adjustment of wages and other benefits to be paid to assistant custodians in the event that their hours of work were changed.

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The hearing officer ruled correctly that the District committed no violation of its duty to negotiate when it reduced the weekly hours of assistant custodians from 40 because it had determined, as it was free to do, that the work should be performed in a shorter time span. Since, after the reduction, there was no 40-hour period during which the services of even a single custodian was required, the District was not required to negotiate before cutting the hours of work from 40. We reject, however, the hearing officer's conclusion that the District could make the unilateral determination that all assistant custodians should work 22 hours a week. Even after the reduction, there was work for assistant custodians within a 27-hour time span on a regular basis. A varied number of hours might have been assigned to the assistant custodians, with some working up to 27 hours a week and others less than 22. The parties could have negotiated the number of these hours and the standards for their determination. Thus, the District was obligated to negotiate with CSEA regarding the distribution of those hours among the assistant custodians. Unlike the hearing officer's first decision, however, we determine that it would not be appropriate to require the District to compensate any of the assistant custodians for the additional time that they might have worked pursuant to a negotiated schedule. There is no practical way to ascertain which, if any, would have worked more or fewer than 22 hours.

The record supports the hearing officer's determination that §909 of the agreement between the District and CSEA covered the adjustment of wages and other benefits to be paid to assistant custodians in the event that hours of work were changed. It is not for us to determine whether the wages and fringe benefits actually provided were consistent with that agreement. This Board does not enforce collective agreements and it does not interpret them unless necessary to determine whether conduct would otherwise constitute an improper practice. CSL §205.5(d); St. Lawrence County, 10 PERB ¶3058 (1977). We do not here have the issue of whether the conduct would otherwise constitute an improper practice.

NOW, THEREFORE, WE ORDER the District, upon the request of CSEA, to negotiate in good faith with CSEA concerning the distribution of the available hours of employment of assistant custodians and to post the attached notice in each of the facilities of the District in locations ordinarily used to communicate with unit employees.

DATED: Albany, New York
October 31, 1980



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify our employees that:

The Lackawanna City School District,
upon the request of CSEA, will negotiate
in good faith with CSEA concerning the
distribution of the available hours of
employment of assistant custodians.

..... LACKAWANNA CITY SCHOOL DISTRICT

Employer

Dated

By

(Representative)

(Title)

This Notice must remain posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
CITY OF ONEIDA, : #3A-10/31/80
Employer, :
-and- :
ONEIDA PAID FIRE FIGHTERS ASSOCIATION, : Case No. C-2056
LOCAL 2692, :
Petitioner, :
-and- :
ONEIDA FIREMEN'S BENEVOLENT ASSOCIATION, :
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 Oneida Paid Fire Fighters Association, Local 2692

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: Firefighters, Lieutenants, Deputy Chiefs.

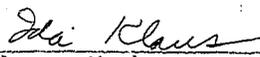
Excluded: Fire Chief, Senior Deputy Chief.

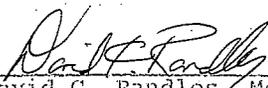
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Oneida Paid Fire Fighters Association, Local 2692

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 October, 1980
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
ORLEANS-NIAGARA BOARD OF COOPERATIVE : #3B-10/31/80
EDUCATIONAL SERVICES, :
Employer, :
- and - :
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., : Case No. C-2017
Petitioner, :
- and - :
ORLEANS-NIAGARA BOCES ASSOCIATION OF :
EDUCATIONAL SECRETARIES, :
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 Civil Service Employees Association, Inc.

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

Included: Unit 2 - Technical and Custodial Staff -
Sewage Treatment Plant Operator, Audio-Visual Technician, Electrician, Electrician's Helper, Printing Machine Operator, Head Custodian, Building Maintenance Worker, Custodian, Cleaner, Motor Vehicle Operator

Excluded: Secretary to District Superintendent/Internal Auditor, Secretary to Assistant Superintendent for Administration/Board Clerk, Secretary to Assistant Superintendent for Instruction, Senior Account Clerk/District Treasurer, Resource Materials Manager, Superintendent of Buildings and Grounds, and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Civil Service Employees Association, Inc.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 30th day of October, 1980
Albany, 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	:	
ROCHESTER CITY SCHOOL DISTRICT,	:	#3C-10/31/80
Employer,	:	
-and-	:	
ASSOCIATION OF SUPERVISORS AND	:	Case No. <u>C-1997</u>
ADMINISTRATORS OF ROCHESTER, SAANYS,	:	
Petitioner,	:	
-and-	:	
ROCHESTER TEACHERS ASSOCIATION,	:	
ADMINISTRATIVE AND SUPERVISORY UNIT,	:	
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 Association of Supervisors and Administrators of Rochester, SAANYS

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 employees in the administrative and supervisory salary schedule as per the 1978-1980 agreement.

Excluded: Superintendent, Assistant Superintendents, Coordinators, Administrative Directors, Supervisory Directors and all Bracket II positions currently excluded from the teachers unit.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Association of Supervisors and Administrators of Rochester, SAANYS

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 October, 1980
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #3D-10/31/80
BUFFALO SEWER AUTHORITY, :
Employer, :
- and - :
UNITED ENVIRONMENTAL WORKERS, : Case No. C-1978
Petitioner, :
- and - :
LOCAL 1047, AFSCME, AFL-CIO, :
Intervenor. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the United Environmental Workers

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

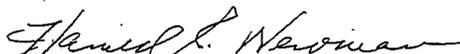
Unit: Included: Cleaner, Guard I, Laborers, Auto Mechanic Helper, Waste Operator I, Stock Clerk, Maintenance Assistant (Sewer Cleaning), Truck Driver, Oiler, Maintenance Assistant (Sludge Disposal), Laboratory Assistant, Waste Operator II, Maintenance Assistant (Emergency Repair), Equipment Operator, Millwright Helper, Supervisor of Grounds I, Sewer Maintenance Supervisor I, Painter, Senior First Class Stationary Engineer, Senior Second Class Stationary Engineer, Wastewater Operator II, Electrician, Machinist, Carpenter, Combination Welder, Motor Equipment Mechanic, Millwright, Head Electrician.

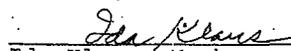
Excluded: All others.

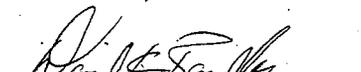
Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the United Environmental Workers

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 October, 1980
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member