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State of New York Public Employment Relations Board Decisions from May 25, 1982

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from May 25, 1982

Keywords

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

Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2A-5/25/82

SALMON RIVER CENTRAL SCHOOL DISTRICT,

Employer,

BOARD DECISION AND ORDER

-and-

SALMON RIVER TEACHERS ASSOCIATION,

Intervenor.

CASE NO. 'C-2331

PETER D. LIVELY, for Employer

DALE FAIRCHILD, for Intervenor

This matter comes to us on the exceptions of the Salmon River Teachers Association (Association) to a decision of the Director of Public Employment Practices and Representation (Director) granting the petition of the Salmon River Central School District (District) to remove the position of Native American Program Coordinator (Coordinator) from a teachers' negotiating unit that also includes department chairmen. The Director's investigation established that the Coordinator is a supervisor of some of the unit personnel. This, according to the Director, along with the District's assertion that its administrative convenience would be better served by the Coordinator's removal from the unit, was sufficient reason to grant the petition. Accordingly, he did not consider allegations that the department chairmen may exercise comparable supervisory responsibilities and that the Coordinator shares a community of interest with them.

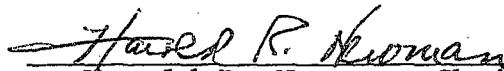
In part, the Association's exceptions allege an erroneous conclusion of fact. They assert that some of the supervisory responsibilities which the Director determined to be exercised by

the Coordinator, such as observation and evaluation of the Native American Program staff which includes five unit employees, were actually exercised by the principal. The exceptions also argue that the Director erred in determining that the alleged supervisory responsibilities of the department chairmen are irrelevant to the unit placement of the Coordinator.

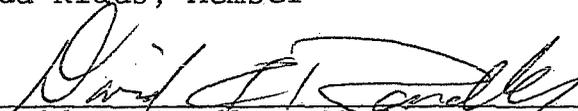
We agree with the Association that the matters of the Coordinator's community of interest with the department chairmen and the comparability of their respective supervisory responsibilities for unit employees are important to the disposition of the petition. We therefore remand this matter to the Director to investigate further as to the comparability of the supervisory responsibilities of the Coordinator and the department chairmen, their community of interest, and the merits of the District's claim of administrative convenience.

NOW, THEREFORE, WE ORDER that the matter herein
be remanded to the Director for further
investigation and, if necessary, a hearing.

DATED: May 25, 1982
New York, 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 : #2B-5/25/82
PUBLIC EMPLOYEES FEDERATION, : DECISION ON MOTION
Respondent, :
-and- : Case No. U-4767
DAVID KAHN, :
Charging Party. :

STUART A. ROSENFELDT, ESQ., for Charging Party

JAMES R. SANDNER, ESQ. (JANIS LEVART
BARQUIST, ESQ.), for Respondent

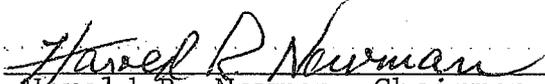
This matter comes to us on a motion of Public Employees Federation (PEF) to reconsider our decision of February 10, 1982 (15 PERB ¶3011). In that decision we determined that a notification of a refund procedure contained on an inside page of the PEF newsletter was inadequate and directed PEF to provide an annual notice of its refund procedure to all agency shop fee payers by a mailing which contains a conspicuous notification on its face.

PEF argues that the charge was not timely; that the decision was based upon facts not in the record; and that it was unreasonable of this Board to order it to provide an annual notice of its refund procedure by mail.

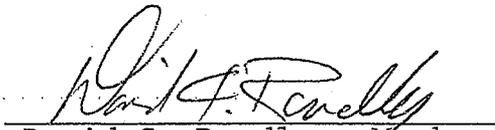
Having reviewed the record of the original proceeding herein and considered the arguments made by the parties, we determine that the motion is without merit.

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

DATED: May 25, 1982
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

_____ : #2C-5/25/82
In the Matter of :
PLAINVIEW-OLD BETHPAGE CONGRESS OF : BOARD DECISION
TEACHERS, : AND ORDER
Upon the Charge of Violation of : CASE NO. D-0228
Section 210.1 of the Civil Service Law. :
_____ :

On December 30, 1981, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Plainview-Old Bethpage Congress of Teachers (PCT) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Plainview-Old Bethpage Central School District (District) on September 16, October 5, 15, 16, 20, 21, 22, 26 and 30, November 2, 4, 5, 9, 10, 13, 17, 18, 19 and 30, December 1, 2, 3, 4, and 7, 1981. The charge further alleged that during the course of the strike, as many as 383 of the 400 employees represented by the PCT in a negotiating unit comprised largely of teachers, participated in the strike.^{1/} This is the second instance involving a strike violation charged against the PCT as representative of teachers employed by the District (see 5 PERB ¶3064).

The PCT filed an answer but thereafter agreed to withdraw it, thus admitting the factual allegations of the charge, upon the understanding that the charging party would recommend, and this Board would accept, a penalty of indefinite suspension of the

^{1/} The strike was a planned selective work stoppage. All seven of the District schools were struck on only eight of the 24 days. During the other 16 days of the strike, the union chose to strike, without notice, anywhere from one to five of the schools.

PCT's dues and agency shop fee deduction privileges, commencing July 1, 1982, provided, however, that the PCT could apply to this Board after January 31, 1984 for restoration of such privileges.^{2/} The charging party has so recommended.

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

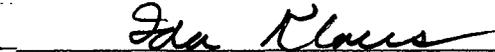
NOW, THEREFORE, WE ORDER that the dues and agency shop fee deduction privileges of the Plainview-Old Bethpage Congress of Teachers be suspended indefinitely, commencing on July 1, 1982. It may, however, apply to this Board at any time after January 31, 1984 for the full restoration of such privileges. Such application shall be on notice to all interested parties and supported by proof of good faith compliance with subdivision one of CSL §210 since the violation herein found, such proof to include, for example, the successful negotiation, without violation of said subdivision, of a contract covering the employees in the unit affected by the violation, and accompanied by an affirmation that the Association no longer asserts the right to strike against any government, as required by the provisions of CSL §210.3(g). If it becomes necessary to utilize the dues deduction process for

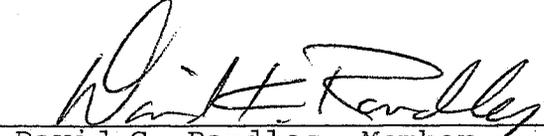
^{2/} This is intended to be the equivalent of a right to apply for restoration, after one and one half years' dues and agency shop fees would otherwise have been deducted.

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, then, in accordance with the provisions of CSL §210.3(g), the suspension of dues deduction privileges hereby ordered may be interrupted or postponed for such period as shall be sufficient to comply with such order of the court, whereupon the suspension hereby ordered shall be resumed or initiated, as the case may be.^{3/}

DATED: May 24, 1982
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

3/ Compare Westmoreland Non-Instructional Employees, 14 PERB ¶3054; Nyack Teachers Association, 9 PERB ¶3016; Spencerport Teachers Association, 8 PERB ¶3093.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2D-5/25/82
CLERICAL UNIT, PLAINVIEW-OLD BETHPAGE : BOARD DECISION
CONGRESS OF TEACHERS, : AND ORDER
 : CASE NO. D-0229
upon the Charge of Violation of :
Section 210.1 of the Civil Service Law. :
:

On December 30, 1981, Martin L. Barr, Counsel to this Board, filed a charge alleging that the Clerical Unit, Plainview-Old Bethpage Congress of Teachers (CUPCT) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a strike against the Plainview-Old Bethpage Central School District (District) on September 16, October 5, 15, 16, 20, 21, 22, 26 and 30, November 2, 4, 5, 9, 10, 13, 17, 18, 19 and 30, December 1, 2, 3, 4, and 7, 1981. The charge further alleged that during the course of the strike, as many as 73 clerical employees out of a negotiating unit of 75 participated in the strike.^{1/}

The CUPCT filed an answer but thereafter agreed to withdraw it, thus admitting the factual allegations of the charge, upon the understanding that the charging party would recommend, and this Board would accept, a 12-month suspension of the CUPCT's dues and agency shop fee deduction privileges, to commence on July 1, 1982. The charging party has so recommended.

On the basis of the unanswered charge we find that the

^{1/} The strike was a planned selective work stoppage. All seven of the District schools were struck on only eight of the 24 days. During the other 16 days of the strike, the union chose to strike, without notice, anywhere from one to five of the schools.

CUPCT violated CSL §210.1 in that it engaged in a strike as charged, and we determine that the recommended penalty is a reasonable one and will effectuate the policies of the Taylor Law.

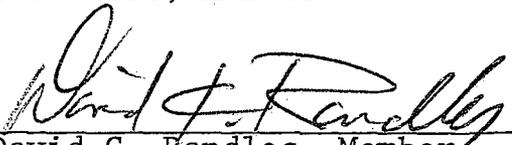
NOW, THEREFORE, WE ORDER that the dues and agency shop fee deduction privileges of the Clerical Unit, Plainview-Old Bethpage Congress of Teachers be suspended, commencing on July 1, 1982, and continuing thereafter for a period of 12 months. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the Plainview-Old Bethpage Central School District until the Clerical Unit, Plainview-Old Bethpage Congress of Teachers affirms that it no longer asserts the right to strike against any government, as required by the provisions of CSL §210.3(g). 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, then, in accordance with the provisions of CSL §210.3(g), the suspension of dues deduction privileges hereby ordered may be interrupted or postponed for such period as shall be sufficient to comply with such order of the court, whereupon the suspension hereby ordered shall be resumed or initiated,

as the case may be. ^{2/}

DATED: May 24, 1982
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

2/ Compare Eastchester Teachers Assn., 9 PERB ¶3077 (1976); Nyack Assn. of Educational Secretaries, 9 PERB ¶3017 (1976); Orchard Park Teachers Assn., 8 PERB ¶3089 (1975).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-5/25/82

In the Matter of

DECISION

LOCAL 100, TRANSPORT WORKERS UNION OF AMERICA,
AFL-CIO, a/k/a LOCAL 100, TWU or TRANSPORT
WORKERS UNION OF GREATER NEW YORK,

ON MOTION

CASE NO. D-0190

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

In the Matter of

AMALGAMATED TRANSIT UNION, AFL-CIO, Local 726,

CASE NO. D-0191

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

In the Matter of

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1056,

CASE NO. D-0192

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

This matter comes to us on motions made by Local 100, Transport Workers Union of American, AFL-CIO, a/k/a Local 100, TWU or Transport Workers Union of Greater New York (TWU) on April 15, 1982, and by the Amalgamated Transit Union, AFL-CIO, Local 726 and Amalgamated Transit Union, AFL-CIO, Local 1056 (jointly ATU) on May 6, 1982. They move this Board for an order reducing the duration of the forfeiture of dues deduction and agency shop fee checkoff privileges that was ordered on October 5, 1981 (14 PERB ¶3074), and staying the imposition of that forfeiture for the period of their new collective agreement. The basis for TWU's motion is that since the issuance of the prior order, it has

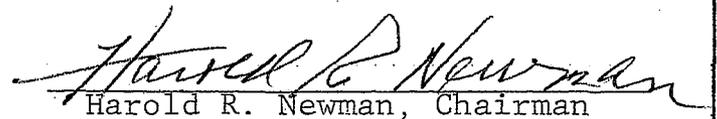
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indicated its affirmation of the requirement in the Taylor Law that it not assert a right to strike against any government by abandoning its "no contract - no work" policy and by persuading the State Legislature to enact a law providing interest arbitration to resolve deadlocks in its negotiations with the Transit Authority. ATU asserts that its circumstances are sufficiently similar to those of TWU so that it should be accorded the same treatment as TWU.

These circumstances do not address any of the criteria set forth in the Taylor Law for determining the length of a forfeiture of dues checkoff and agency shop fee privileges. They are only relevant to the restoration of such privileges when they have been suspended for an indefinite period of time.

ACCORDINGLY, WE ORDER that the motions herein be, and they hereby are, DISMISSED.

DATED: May 24, 1982
New York, New York


Harold R. Newman, Chairman


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

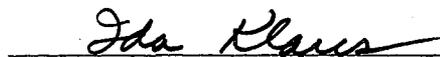
In the Matter of : #2F-5/25/82
BOARD OF EDUCATION, CITY OF NEW YORK :
OFFICE OF LABOR RELATIONS AND :
COLLECTIVE BARGAINING, :
Respondent, : DECISION ON MOTION
-and- :
ATTENDANCE TEACHERS ORGANIZING : Case No. U-5924
COMMITTEE (MARVIN DATZ), :
Charging Party. :

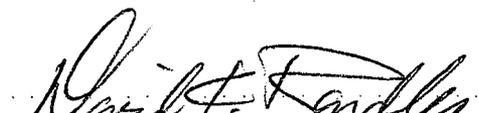
This matter comes to us on the motion of Attendance Teachers Organizing Committee (Marvin Datz), charging party herein, "for a full PERB review of the charge and the failure to act by PERB officers" in this matter, and requests that PERB grant interim relief.^{1/} We find these requests to be unwarranted.

ACCORDINGLY, they are hereby denied.

Dated, New York, New York
May 24, 1982


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

^{1/} The matter is pending before a hearing officer.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2G-5/25/82
ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT, :
Respondent, : BOARD DECISION AND ORDER
-and- :
ODESSA-MONTOUR TEACHERS ASSOCIATION, : CASE NOS. U-5503 & U-5548
Charging Party. :

SAYLES, EVANS, BRAYTON, PALMER & TIFFT
(JAMES F. YOUNG, ESQ., of Counsel), for
Respondent

JOHN B. SCHAMEL, JR., for Charging Party

This matter comes to us on the exceptions of the Odessa-Montour Teachers Association (Association) to a hearing officer's decision dismissing its two charges against the Odessa-Montour Central School District (District). The first charge alleges that it unilaterally altered terms and conditions of employment; the second, that the unilateral change was for the purpose of depriving unit employees of the rights of organization and representation.

Although in past years teachers had been permitted to leave work early on their last working day and were given their paychecks before their regular departure time, they were neither permitted to leave early nor paid early on June 19, 1981, the last teacher workday of the 1980-81 school year. The teachers were told on June 9, 1981, that they would be required to work a normal student-instructional workday, the length being a matter

of agreement between the Association and the District. The Association reacted by declaring its intention to file a grievance. One week later it filed the first charge herein.

The District heard rumors that some teachers planned to leave early on June 19 and both it and the Association advised the teachers not to do so. The District also arranged for the issuance of paychecks to teachers only after 3:15 p.m. when the students were dismissed. Until that hour, the students participated in what was more a recreational than an instructional program.

The second charge alleges that the withholding of teachers' paychecks until 3:15 p.m. on the last day of school was a unilateral change in terms and conditions of employment because teachers' paychecks had been issued earlier on the last day of school in past years. The Association further alleges that the District's decision not to issue paychecks until 3:15 p.m. was designed to coerce employees and the Association because of the Association's declared intention to file a grievance.

The hearing officer dismissed the charges. We affirm the dismissal. As the parties had negotiated the length of the teacher workday, the issue presented by the first charge was whether the District's conduct violated the parties' agreement and not whether it constituted a violation of the District's duty to negotiate. St. Lawrence, 10 PERB ¶3058 (1977).

We find no unilateral change with respect to the time of the issuance of paychecks. In past years, and in 1981, teachers were issued their paychecks upon the completion of their year-end duties. Since students were in attendance on June 19, the teachers' duties were not completed until students were dismissed.

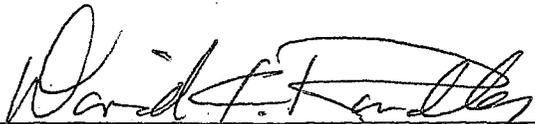
Finally, we determine that the allegation that the District's decision to withhold teachers' paychecks until the end of the school day on June 19 was improperly motivated is not established by the record.

NOW, THEREFORE, WE ORDER that the charges herein be, and they hereby are, DISMISSED.

DATED: May 24, 1982
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2H-5/25/82

In the Matter of : BOARD DECISION
: AND ORDER
SUFFOLK COUNTY EDUCATIONAL LOCAL 870, :
CIVIL SERVICE EMPLOYEES ASSOCIATION, :
INC., : CASE NOS. D-0208,
: D-0209, D-0210,
Upon the Charge of Violation of Section 210.1 : D-0211 & D-0212
of the Civil Service Law. :
:

ROEMER & FEATHERSTONHAUGH (MARJORIE E.
KAROWE, ESQ., of Counsel), for Respondent

RAINS & POGREBIN (ERNEST R. STOLZER, ESQ.,
of Counsel), for Charging Party

The chief legal officer of the Middle Country Central School District (District) filed the five charges herein. The charges allege that Suffolk County Educational Local 870, Civil Service Employees Association, Inc. (Local 870) and four of its subdivisions engaged in a two-day strike against the District. The hearing officer determined that the four subdivisions and the local were jointly responsible for the strike and the respondents have filed a brief objecting to that determination.

Local 870 represents various negotiating units throughout Suffolk County. One of these negotiating units consists of employees of the District. For its own purposes, Local 870 created four occupational subdivisions, each with its own officers to service the employees of the District. The presidents of the subdivisions, which respondents call "units", are members of the executive committee of Local 870.

Almost 100 percent of the negotiating unit employees were absent on March 9 and 10, 1981. The absenteeism was occasioned by, among other things, employee dissatisfaction with the processing of grievances, and it was accompanied by picketing. It followed a vote by the negotiating unit employees on Sunday morning, March 8, 1981. It is uncontested that these concerted absences constituted a strike.

Walters, a staff representative of CSEA, accompanied by several officers of Local 870, attended the meeting of the negotiating unit employees on March 8, 1981, and he advised them not to strike. Walters and the Local 870 officers were then asked to leave the meeting. They were not present when the strike vote was taken. None of the officers of Local 870 worked for the District and, therefore, none of them participated in the strike. The subdivision presidents, however, were present at the meeting when the strike vote was taken and they, as well as other officers and officials of the subdivisions, absented themselves during the period of the two-day strike. The subdivisions' presidents attempted to justify their absences by asserting that they were using the time to try to terminate the strike. Some of the other officials of the subdivisions were identified as participants in the picketing while the strike was in progress.

The hearing officer determined that the subdivisions were responsible for the strike and that as they had no existence except as integral parts of Local 870, responsibility for the strike was attributable to the local itself. He found support for this latter conclusion in Nassau County CSEA, 11 PERB ¶3018 (1978).

Respondents argue, in their brief to us, that there is insufficient evidence to support a conclusion that the subdivisions participated in the strike. In this, they rely primarily upon the testimony that the subdivisions' presidents were absent because they were trying to terminate the strike and upon PBA Yonkers v. PERB, 51 NY2d 779 (1980), 13 PERB ¶7014 and ATU v. Newman, 78 AD2d 105 (4th Dept., 1980), 14 PERB ¶7001 which hold that participation in a strike by a significant number of union members is not sufficient to prove participation by the union itself. Respondents further argue that even if the subdivisions are found to have participated in the strike, that participation is not attributable to Local 870. According to respondents, Nassau County CSEA was reversed by PBA Yonkers v. PERB and ATU v. Newman.

We affirm the decision of the hearing officer.^{1/} Even without considering the absences of the subdivision presidents, the record contained sufficient evidence of participation in the strike by leaders of the subdivisions to make PBA Yonkers v. PERB and ATU v. Newman inapplicable. Moreover, the unexcused absences of the subdivision presidents are not adequately explained by the allegation that they were trying to halt the strike, and not on strike themselves.

^{1/} Charging party asserts that the brief in opposition to the hearing officer's decision should be disregarded because it was not timely served upon it. Respondents had requested an extension of time until December 29, 1981 to file its brief. The extension was granted and respondents were informed, "Your briefs will be timely if filed with the Board and served upon the attorney for the school district by December 29, 1981. If filed or served by mail, the papers should be postmarked by December 26, 1981." The briefs were timely filed, but according to charging party, they were not timely served. If true, this would be a fatal defect. UFT (Thomas), 15 PERB ¶3030 (1982). However, in view of our decision on the merits, it is unnecessary for us to investigate further to establish the accuracy of charging party's allegation.

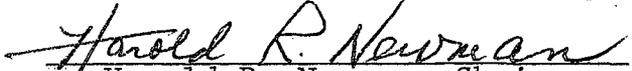
We also note that PBA Yonkers v. PERB and ATU v. Newman do not reverse Nassau County CSEA. The court cases merely hold that participation in a strike by a significant number of union members is not, in itself, sufficient to establish participation by the union. Nassau County CSEA holds that participation in a strike by a union's subdivisions is enough to establish participation in the strike by a union.^{2/} Thus, Local 870 shares in the responsibility for having engaged in, caused, instigated, encouraged and condoned the strike.

NOW, THEREFORE, WE ORDER that, commencing on the first practicable date, no dues or agency shop fees be deducted from the wages of employees of the Middle Country Central School District in the negotiating unit represented by the Suffolk County Educational Local 870, Civil Service Employees Association, Inc. and its four subdivisions, transportation, buildings and grounds, maintenance, and chief and head supervisory, for a period of four months. Thereafter, no dues or agency

2/ See also Ulster County CSEA, 15 PERB ¶3043 (1982)

shop fees shall be deducted from the wages of such employees until Local 870 and its four subdivisions affirm that they no longer assert the right to strike against any government, as required by the provisions of CSL Section 210.3(g).

DATED: May 25, 1982
New York, NY



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2I-5/25/82

In the Matter of

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

Respondent,

-and-

ROBERT CHAMBERLIN,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-5478

ROBERT CHAMBERLIN, pro se

Robert Chamberlin, a teacher who lost his tenured status because of his participation in the 1975 strike by the United Federation of Teachers, Local 2, was fined by the Board of Education of the City School District of the City of New York (District) and then, as a probationary teacher, he was dismissed by Chancellor Anker in 1976. He appealed the discharge and, in 1977, also sued the District in small claims court for refund of the fine. On July 26, 1979, he was informed that Chancellor Macchiorola had confirmed his dismissal.

The charge herein, which was filed on June 3, 1981, complains that Chamberlin's dismissal was improperly motivated in that it was in retaliation for the bringing of the lawsuit which, according to Chamberlin, was a protected activity. Chamberlin argues that the time to file his charge runs from February 4, 1981, the date on which an attorney who had formerly been on the staff of the District told him the reason for his dismissal.

The Director dismissed the charge both on the grounds that Chamberlin did not allege sufficient facts to indicate that the

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bringing of the lawsuit was a protected activity and that the charge was not timely. He ruled that it is irrelevant that Chamberlin may not have known the reason for the District's action until February 4, 1981, because he knew as early as 1979 that he had been terminated and it was that action that commenced the four-month limitation period. Rules of Procedure §204.1(a)(1).

The matter now comes to us on the exceptions of Chamberlin. Having reviewed the record and considered Chamberlin's arguments, we affirm the decision of the Director. The charge does not contain allegations of facts that would indicate that the bringing of the lawsuit was a protected activity for which a retaliatory discharge would constitute a violation of the Taylor Law. We also find that the act complained about, the confirmation of Chamberlin's dismissal, occurred in 1979, more than four months before the charge was brought. While this particular timeliness question has not been brought to us before, we find that the NLRB^{1/} and the New York Court of Appeals^{2/} have also held that unless the act complained of is performed in secrecy, the time to challenge that act runs from the time of its performance.

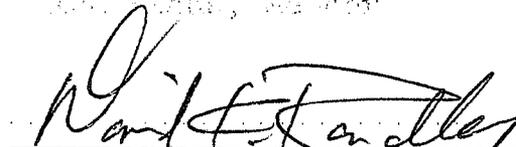
^{1/} Burgess Construction Corp., 227 NLRB No. 119, 95 LRRM 1135 (1977).

^{2/} Thornton v. Roosevelt Hospital, 47 NY 2d 780 (1979).

NOW, THEREFORE, WE ORDER that the charge herein be, and it
hereby is, DISMISSED.

DATED: May 24, 1982
New York, New York


Harold R. Newman, Chairman


David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

| | | |
|--|---|---------------------------|
| In the Matter of | : | #2J-5/25/82 |
| NEW YORK CITY TRANSIT AUTHORITY, | : | |
| Employer, | : | |
| -and- | : | <u>BOARD DECISION AND</u> |
| | : | <u>ORDER</u> |
| TERMINAL EMPLOYEES LOCAL 832, | : | <u>CASE NO. C-2336</u> |
| INTERNATIONAL BROTHEROOD OF TEAMSTERS, | : | |
| Petitioner. | : | |

On April 13, 1982, we revoked the certification of Terminal Employees Local 832, International Brotherhood of Teamsters (petitioner) as the exclusive negotiating representative of certain employees employed by the New York City Transit Authority and remanded the matter to the Director of Public Employment Practices and Representation to conduct an election to ascertain the choice of employees in the stipulated unit.^{1/} A secret ballot election was held on May 5, 1982. The results of the election indicate that a majority of the eligible voters do not desire to be represented by the petitioner.^{2/}

^{1/} 15 PERB ¶3037 (1982); 15 PERB ¶3000.11.

^{2/} Of the 29 ballots cast, 9 were for and 20 against representation by the petitioner.

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

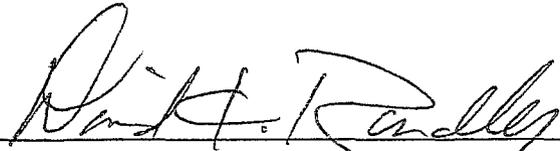
Dated: May 24, 1982
New York, NY



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
BOARD OF COOPERATIVE EDUCATIONAL SERVICES : #3A-5/25/82
OF NASSAU COUNTY, :
Employer, : Case No. C-2374
-and- :
NASSAU BOCES COUNCIL OF TEACHERS, :
NYSUT, AFT, AFL-CIO, :
Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that Nassau BOCES Council of Teachers, NYSUT, AFT, AFL-CIO

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

Unit: Included: Per diem substitute teachers who have received the reasonable assurance of continuing employment referred to in Civil Service Law, §201.7(d).

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Nassau BOCES Council of Teachers, NYSUT, AFT, AFL-CIO

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

Signed on the 24th day of May , 1982
New York, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member