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11-16-1982

State of New York Public Employment Relations Board Decisions from November 16, 1982

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from November 16, 1982

Keywords

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Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2A-11/16/82

ROCHESTER TEACHERS ASSOCIATION,
LOCAL 616, NYSUT, AFT, AFL-CIO

CASE NO. D-0202

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

In the Matter of

TEACHERS AIDES ASSOCIATION OF
ROCHESTER, NYSUT, AFT, AFL-CIO

CASE NO. D-0203

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

MARTIN L. BARR, ESQ. (JEROME THIER, ESQ.,
of Counsel), for Charging Party

BERNARD F. ASHE, ESQ. (GERARD JOHN DEWOLF,
ESQ., of Counsel), for Respondent

BOARD DECISION AND ORDER

In separate charges filed on October 22, 1980,^{1/} Counsel to this Board (Charging Party) alleged that the Rochester Teachers Association, Local 616, NYSUT, AFT, AFL-CIO (RTA) and the Teachers Aides Association of Rochester, NYSUT, AFT, AFL-CIO (TAAR) caused, instigated, encouraged, condoned and engaged in an eight-day strike against the City School District of the City of Rochester (District) on September 2, 3, 4, 5, 8, 9, 10 and 11, 1980. After a consolidated hearing on the two charges, the hearing officer determined that the evidence established that

^{1/}Prosecution of these cases was held in abeyance during settlement discussions.

both RTA and TAAR engaged in an unprovoked strike against the District which they refused to end until negotiations yielded contractual agreements.

FACTS

Collective bargaining agreements between the District and each of the two associations expired on June 30, 1980, and as of the date of the opening of school in September 1980, successor agreements had not yet been negotiated. While classes were scheduled to commence on September 3, 1980, the evidence indicates that both teachers and aides had been expected to attend on September 2, 1980.^{2/} On that day, as on the first seven days of classes, about 80 percent of the District's 2,300 teachers and 500 aides were absent. Among the teachers who were absent throughout this period were four of the five officers of RTA. TAAR had no board of directors or officers during this period, but the chairperson of its negotiating committee and four of the other seven members of that committee were among the absent aides throughout the period. The mass absenteeism of both teachers and aides ended immediately after the District concluded a collective bargaining agreement with RTA and TAAR and there is no evidence that any officers or leaders of either RTA or TAAR attempted to persuade unit employees to return to work before the new agreements were concluded.

On these facts, the hearing officer determined that the mass absenteeism constituted a strike and that RTA and TAAR engaged in

^{2/}September 1, 1980 fell on Labor Day and the District's attendance records indicate that the teachers and aides did not attend school by reason of the holiday. For September 2, the District's attendance records note that teachers and aides who did not attend were absent. The absent teachers and aides were penalized under §210.2 of the Taylor Law, except for those relatively few teachers and aides who persuaded the District their absences on September 2 were not related to the mass absenteeism.

it.^{3/} In arguments presented to this Board, RTA and TAAR assert that the statistical data concerning teacher absenteeism, which was relied upon by the hearing officer, is not reliable. RTA and TAAR assert that the record does not establish that teacher or aide attendance was required before classes were scheduled on September 3, 1980. They further argue that the strike was without impact because a full instructional program was provided to the students of the District for at least 180 days.

DISCUSSION

Having reviewed the record, we affirm the hearing officer's findings of fact and his conclusion that RTA and TAAR engaged in an eight-day strike from September 2, 1980 through September 11, 1980. We further conclude that the strike had a severe impact upon the educational program of the District throughout its duration and especially on its last four days when, because of staff absences, the District was forced to close its schools to students.

In determining the penalty to be imposed upon the two associations, we note that RTA, but not TAAR, had engaged in a prior strike in violation of the Taylor Law.^{4/}

The Board noted when the prior strike came before it that the impact on the welfare of the community was negligible and that on one of

^{3/}RTA, but not TAAR, was found to be in contempt of court for violating an injunction by engaging in a strike. The hearing officer ruled that "by reason of the court determination" RTA "is estopped collaterally from disputing its responsibility for the strike." RTA has filed an exception to that ruling. We find merit in RTA's position on this point. See Board of Education UFSD No. 4 v. PERB, 74 Misc2d 741 (Westchester County, 1973), 6 PERB ¶7007. Accordingly, we do not treat the finding of the court as binding upon us.

^{4/}RTA engaged in a two-day strike on March 2 and 3, 1970. Rochester Teachers Association, 4 PERB ¶3050 (1971).

the two days, the strike in fact had averted a danger to students. In view of the circumstances of that strike and the ten year strike-free interval since that time, we deem it appropriate to diminish the penalty we would ordinarily impose for a second strike. When a striking employee organization has engaged in a prior strike, we have normally ordered the suspension of dues deduction and agency shop fee privileges for an indefinite period of time. We do not do so in the instant case, but order the forfeiture of RTA's privileges for twelve months. In the case of TAAR, for which the instant strike is a first offense, we order the forfeiture of its dues deduction and agency shop fee privileges for nine months.

NOW, THEREFORE, WE ORDER that the District cease deducting dues and agency shop fee payments on behalf of the Rochester Teachers Association for a period of twelve months, commencing on the first practicable date after this decision. Thereafter, no dues or agency shop fee payments will be deducted on its behalf until the Association affirms that it no longer asserts the right to strike against any government, as required by §210.3(g) of the Taylor Law.

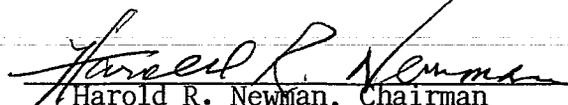
WE FURTHER ORDER that the District cease deducting dues or agency shop fee payments on behalf of the Teachers Aides Association of Rochester for a period of nine months, commencing on the first practicable date after this decision. Thereafter, no dues or agency shop fee payments will be deducted on its behalf until the Association affirms that it no longer asserts the right to

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Board - D-0202, D-0203

strike against any government, as required by
§210.3(g) of the Taylor Law.

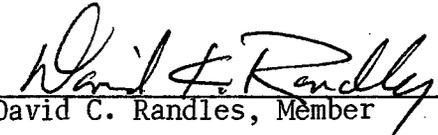
DATED: November 16, 1982
New York, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

7864

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2B-11/16/82

BRIDGE AND TUNNEL OFFICERS BENEVOLENT
ASSOCIATION, INC.,

Respondent,

CASE NO. U-6024

-and-

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY,

Charging Party.

BIAGGI AND EHRLICH, ESQS. (BRUCE A.
TORINO, ESQ., of Counsel), for
Respondent

JOSEPH BULGATZ, ESQ., for Charging Party

This matter comes to us on the exceptions of the Bridge and Tunnel Officers Benevolent Association, Inc. (Association) to a hearing officer's decision that two negotiation demands which it presented to the Triborough Bridge and Tunnel Authority (Authority) were not mandatory subjects of negotiation. The charge, which was brought by the Authority, alleges that the Association improperly insisted upon the negotiation of nine nonmandatory demands in that the Association presented the demands to a fact finder.^{1/} One of these, Demand 9, would provide:

^{1/}The hearing officer found merit in seven specifications of the charge, but dismissed two on the ground that the demands constituted mandatory subjects of negotiation. In a related case that was consolidated for decision by the hearing officer, the Association charged the Authority with insisting upon the negotiation of two nonmandatory subjects of negotiation. The charge was dismissed by the hearing officer who found that both the demands constituted mandatory subjects of negotiation. Our decision is limited to a consideration of those parts of the hearing officer's decision that were brought to us by the exceptions of the Association.

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All temporary bridge and tunnel officers shall receive all forms of monetary compensation, all fringe benefits, and all leave benefits currently in force for permanent bridge and tunnel officers.

The hearing officer ruled that it was not a mandatory subject of negotiation because it dealt with the terms and conditions of employment of temporary bridge and tunnel officers and that the temporary officers are not in the negotiating unit represented by the Association.

The other, Demand 19, would provide:

A bridge and tunnel officer assigned to operate a specific toll lane shall be required to operate his toll lane only, and shall not be held responsible in any manner for the operation of any other toll lane.

The hearing officer ruled that it was not a mandatory subject of negotiation because it constitutes an attempt to interfere with the Authority's right to deploy its staff.

The Association argues that the hearing officer erred in concluding that temporary bridge and tunnel officers are not in the negotiating unit represented by the Association. In support of this argument, it points to the language of its certification which refers to "all bridge and tunnel officers". Alternatively, it contends, if the temporary officers were not in the unit at the time of the certification, they came to be unit employees thereafter as evidenced by the fact that their terms and conditions of employment have been dealt with in negotiations between the Authority and the Association. Finally, it asserts that temporary officers and permanent

bridge and tunnel officers should be in the same unit because they share a community of interest.

We reject all three arguments of the Association. It is clear that the Association was not seeking to represent temporary officers at the time when it petitioned for certification. The number of employees claimed in the Association's petition corresponded with the number of permanent bridge and tunnel officers and temporaries were not admitted to membership in the Association at that time. Moreover, references to terms and conditions of temporary bridge and tunnel officers in agreements negotiated by the Authority and the Association have been for the benefit of permanent bridge and tunnel officers only, and not for the benefit of the temporaries. Finally, the Association's argument that the permanent and temporary officers should be placed in a single unit because they share a community of interest is not before us in this improper practice proceeding. Such a proposition can only be presented in a representation proceeding that is brought at the appropriate time.

In Demand 19 the Association addresses a practice of the Authority to assign bridge and tunnel officers who operate a manned traffic lane the additional simultaneous responsibility of assisting at an unmanned traffic lane in the event of a malfunction of the automatic equipment at the unmanned lane. While both responsibilities are appropriate duties for a Bridge and Tunnel Officer, it is the contention of the Association that the simultaneous assignment of both responsibilities involves employee workload

E 7887

and is, therefore, a term and condition of employment of the bridge and tunnel officers. The legitimacy of the employees' concern is, according to the Association, increased by the fact that a bridge and tunnel officer is subject to discipline for leaving the manned toll collection booth to which he is assigned and is responsible for any shortages that occur while he is occupied elsewhere.

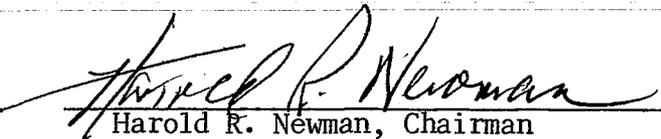
The Association's argument that its demand is a mandatory subject of negotiation because it involves employee workload has been considered by us and rejected in Town of Oyster Bay, 12 PERB ¶3086 (1979). In that case, the employer required sanitation workers who collect rubbish to collect bundled newspapers at the same time, and to place the bundled newspapers in baskets welded to the sides of the garbage trucks. Finding that both the collection of rubbish and the placement of bundled newspapers in the baskets were the responsibility of the sanitation workers, we concluded that the simultaneous assignment of these responsibilities to the sanitation men was not a mandatory subject of negotiation.

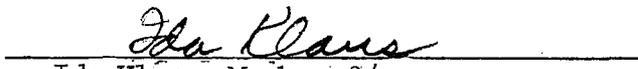
The employee organization representing those sanitation workers could not insist that the workers be excused from performing both jobs simultaneously, but it could insist upon the negotiation of demands designed to relieve the impact of the employer's unilateral decision regarding the simultaneous assignment of both responsibilities. The same is true in the instant case. The Association may not insist upon the negotiation of a demand relieving bridge and tunnel officers of the simultaneous responsibility for more than one traffic lane, but it may insist upon demands designed to relieve the impact of such assignments.

7388

NOW, THEREFORE, WE ORDER the Association to withdraw Demands 9 and 19 from further consideration under the impasse procedures set forth in §209 of the Taylor Law.

DATED: November 16, 1982
New York, New York


Harold R. Newman, Chairman


Ida Klaus, Member ^{2/}


David C. Randles, Member

^{2/}The decision in this case is based upon the conclusion of the Board in Monroe-Woodbury Teachers Association, 10 PERB ¶13029 (1977), that the presentation of a nonmandatory subject of negotiation to a fact finder constitutes improper insistence. Board Member Klaus wrote a dissenting opinion. She concurs in the instant decision for the reason stated in her concurring opinion in Hudson Valley Community College, 12 PERB ¶13030 (1979), that she does not wish to continue to dissent in each case of this type which may come before the Board.

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF MASSENA,

#2C-11/16/82

Employer,
-and-

CASE NO. C-2431

LOCAL UNION 1249, INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

Petitioner.

BOND, SCHOENECK & KING, ESQS. (R. DANIEL
BORDONI, ESQ., of Counsel), for Employer

BLITMAN & KING, ESQS. (CHARLES E. BLITMAN,
ESQ., of Counsel), for Petitioner

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Town of Massena (Town) to a decision of the Director of Public Employment Practices and Representation (Director) determining that nonsupervisory personnel employed by the Town's Electric Department (Department) are employees within the meaning of §201.7 of the Taylor Law.^{1/} The Department is a municipal utility which first began operating on May 8, 1981. It employs 16 nonsupervisory employees who are awaiting classification by the Civil Service Department of St. Lawrence County.

The Town asserts that until they are classified, the employees should not enjoy Taylor Law representation rights because the classification process may establish job qualifications for which current employees may not

^{1/}The Director determined that there should be two units of employees of the Department, one consisting of white-collar workers, the other of blue-collar workers. There are no exceptions to his unit determination.

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qualify, and some may thus lose their jobs. According to the Town, the bestowal of Taylor Law representation rights must await the appointment of a permanent staff of employees whose qualifications meet standards that are yet to be set.

This contention was considered by the Director and properly rejected by him. The employees of the Department have been hired for an indefinite but continuing term of employment, subject to possible replacement on the basis of future circumstances that may or may not come to pass before what appears to be two or three years. As such, they are employees within the meaning of §201.7 of the Taylor Law. Although some of them might lose their positions once the classification process is completed, §§202 and 203 of the Taylor Law grant them representation rights during the interim.^{2/}

Having determined that the personnel of the Department are Taylor Law employees and are entitled to representation in one of two units, the Director ordered an election by secret ballot, "unless Local 1249, IBEW, AFL-CIO, the petitioner herein, submits . . . evidence to satisfy the requirements of §201.9(g)(1) of the Rules of this Board for certification without an election." Adopted pursuant to §207.2 of the Taylor Law, which requires this Board to ascertain public employees' choice of an employee organization "on the basis of dues deduction authorizations and other evidences, or, if necessary, by conducting an election", the Rule requires certification without an election of an employee organization "if a majority of the employees within the unit have indicated their choice by the execution of dues deduction authorization cards which are current, or by individual designation cards which have been executed within six months

^{2/}In Somers, 12 PERB ¶3068 (1979), we held that CETA employees are covered by the Taylor Law even though their appointment is subject to an 18-month maximum.

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prior to the certification" and "the choice available to the employees in a negotiating unit is limited to the selection or rejection of a single employee organization"

The Town excepts to the quoted language of the Director's order. It argues that only an election would be an effective means of ascertaining the choice of its employees. Certification without an election, it states, is inappropriate in the instant case because Local 1249's showing of interest was obtained after Local 1249 incorrectly advised unit employees that if they organized, they would be assured of their jobs notwithstanding Civil Service Law examination requirements.^{3/}

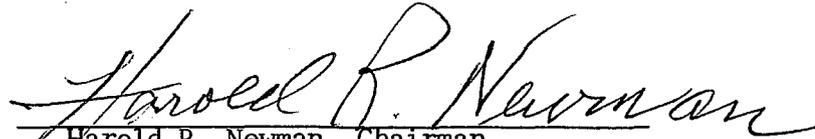
We reject this exception. We note that certification without an election will depend upon the submission of new evidence of support of Local 1249. Should it be submitted, we would find no basis in the record for rejecting it. The Town could have dissipated, and still may be able to do so, any effect of Local 1249's alleged misstatements by giving appropriate correct information to the employees. Thus an election would be necessary only if Local 1249 does not submit new evidence to satisfy the requirements of certification without an election.

NOW, THEREFORE, WE ORDER that an election by secret ballot be held under the supervision of the Director among the employees in the two units found appropriate by him who were employed on the payroll date immediately preceding the date of this decision unless Local 1249 submits evidence to him within ten days of the receipt of this decision to satisfy the requirements of Rule 201.9(g)(1) for certification without an election.

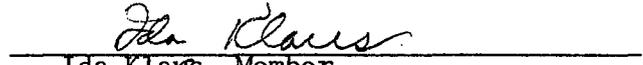
^{3/}We do not here review the Director's determination that the showing of interest was sufficient. State of New York (Division of State Police), 15 PERB ¶3014 (1982).

IT IS FURTHER ORDERED that the Department submit to the Director and to Local 1249 within ten days of receipt of this decision alphabetized lists of all employees within the two units who were employed on the payroll date immediately preceding the date of this decision.

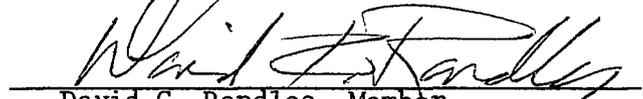
DATED: November 16, 1982
New York, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-11/16/82

In the Matter of

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, Local 628,

CASE No. D-0218

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

BELSON, CONNOLLY & BELSON, ESQS. (THOMAS
F. DE SOYE, ESQ., of Counsel), Attorneys
for IAFF, AFL-CIO, Local 628

BOARD DECISION AND ORDER

This matter comes to us on the Motion of the International Association of Firefighters, AFL-CIO, Local 628 (Local 628) for an order restoring to it the dues deduction rights suspended by our decision and order of November 20, 1981 (14 PERB ¶3090).

Local 628's dues and agency shop fee deduction privileges have been suspended because it violated §210.1 of the Civil Service Law (the Taylor Law) in that it engaged in a two-day strike against the City of Yonkers from April 15, 1981 to April 17, 1981. We ordered that the dues deduction privileges of Local 628 "be suspended indefinitely, commencing on the first practicable date, provided that it may apply to this Board at any time one year after the initiation of such suspension for full restoration of such privileges".

Local 628 has submitted an affidavit verified on October 25, 1982, requesting restoration of the dues deduction privilege and affirming that it

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does not assert the right to strike against any government, and we have ascertained that it has not engaged in, caused, instigated, encouraged, condoned or threatened a strike against the City of Yonkers since the date of the above-stated violation.

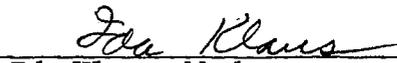
The strike charge herein was filed by the Chief Legal Officer of the City. As a result of settlement discussions, the actual suspension of the check-off privileges commenced on September 10, 1981 in anticipation that this Board would accept the settlement proposal. The Board thereafter accepted the settlement. The application therefore comes to us more than one year after the actual suspension of Local 628's deduction privileges.

NOW, THEREFORE, WE ORDER that the indefinite suspension of the dues and agency shop fee deduction privileges of the International Association of Firefighters, AFL-CIO, Local 628 be, and it hereby is, terminated.

DATED: New York, New York
November 16, 1982



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2E-11/16/82

In the Matter of
CITY OF BUFFALO,

Respondent,

CASE NOS. U-5846 & U-5912

-and-

BUFFALO POLICE BENEVOLENT ASSOCIATION,
Charging Party.

JOSEPH P. McNAMARA, ESQ. (ANTHONY C. VACCARO,
ESQ., of Counsel), for Respondent

SARGENT & REPKA, ESQS. (NICHOLAS J. SARGENT,
ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Buffalo Police Benevolent Association (PBA) to a hearing officer's decision dismissing its two charges against the City of Buffalo (City). The first charge alleges that the City violated subdivisions (a), (b) and (c) of §209-a.1 of the Taylor Law by transferring Robert P. Meegan, Jr. from precinct 15 to precinct 10 in that he was transferred by Police Commissioner Cunningham because (1) he brought a motion to expel Cunningham from membership in PBA, which motion was carried by the PBA membership; (2) along with 25 other unit employees, he picketed a cocktail party honoring the Mayor of the City of Buffalo; and (3) he wrote letters to the editor of the Buffalo Evening News which appeared in that newspaper and which complained about the City's

L. 2876

negotiation posture. The second charge alleges that the City violated subdivisions (a), (b) and (c) of §209-a.1 of the Taylor Law by transferring Mark Sadlocha from precinct 12 to precinct 4 in that he was transferred because he seconded Meegan's motion to expel Cunningham from PBA and he picketed the City on a separate occasion.

~~The decision to transfer Meegan and Sadlocha was made by Cunningham.~~

The issue presented by the charge is whether it was made in retaliation for their having engaged in activities protected by the Taylor Law (§209-a.1 [a] and [c]), or constituted interference with the administration of PBA (§209-a.1[b]).

The hearing officer determined that the record does not support a conclusion that Cunningham transferred Meegan and Sadlocha because they engaged in protected activities. Underlying this determination is his conclusion that their role in the expulsion of Cunningham from PBA was not protected as "it constitutes nothing more than an internal union matter beyond the jurisdiction of this Board." Regarding the separate picketing incidents involving Meegan and Sadlocha, and Meegan's letter to the editor, the hearing officer found insufficient evidence in the record to relate them to the transfers. He also concluded that the transfers did not constitute interference with the administration of PBA because "the record is devoid of any evidence that the respondent's action compromised the independence of charging party"

Having reviewed the record, we affirm the hearing officer's conclusion that there is insufficient evidence to establish that Meegan was transferred either because of his letter to the editor or his role in picketing the Mayor. Similarly, it does not support a conclusion that Sadlocha was

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transferred because of his role in picketing the City.^{1/}

We reject the hearing officer's conclusion of law that an allegation that a public employer retaliated against public employees because it wished to punish them for motions they made at a union meeting concerning union membership practices is beyond the jurisdiction of this Board. Such retaliatory action would coerce the public employees in the exercise of their right to participate in the organization, thereby violating §209-a.1(a), and would constitute intrusion in the internal affairs of PBA, thereby compromising its independence and violating §209-a.1(b).^{2/}

Because of this conclusion, we must reach the question, not considered by the hearing officer, whether Meegan and Sadlocha were transferred because of their role in expelling Police Commissioner Cunningham from membership in

^{1/} Participation in informational picketing of this kind is protected by §§202 and 203 of the Taylor Law. The hearing officer's opinion expresses some doubts about this but his doubts are based upon a misunderstanding of our decision in City of Troy, 4 PERB ¶3062 (1971). In that case, we dismissed a charge by the City that the Firefighters' Association violated its duty to negotiate in good faith by picketing a store owned by the Mayor saying,

[W]e do not make any ruling here that the picketing was proper or that the picketing was not in violation of any law. Rather, we simply conclude that the picketing here did not constitute a refusal to negotiate in good faith.

However, the issue in Troy was whether the picketing of a private business violated the Taylor Law, while here, the issue is whether an employer may discriminate against employees because they engage in picketing, the legality of which is not placed in question.

^{2/} See County of Rockland, 13 PERB ¶3089 (1980), in which we held that §209-a.1(b) of the Taylor Law was "designed to prevent a public employer from meddling in the internal affairs of the organization"

PBA. The evidence does not support such a conclusion. It reasonably indicates that Cunningham knew of his expulsion from PBA in July 1981, that he was angered by it, and that he knew that Meegan and Sadlocha, respectively, made and seconded the motion to expel him. It does not follow, however, that Cunningham's transfer of Meegan five months later, or his transfer of Sadlocha two months thereafter, constituted retaliation for the resented expulsion.

The record shows that Cunningham reassigns employees frequently, sometimes on a daily basis and certainly on a weekly basis. It is therefore not reasonable to believe that Cunningham would have waited so long to transfer Meegan and Sadlocha if, as alleged by PBA, it were in retaliation for his expulsion. Moreover, Cunningham's testimony that he transferred Meegan to the tenth precinct because of a shortage of personnel in that precinct is neither refuted nor inherently unbelievable.^{3/} Similarly, there is no refutation of his testimony that he transferred Sadlocha, along with several fellow employees assigned to the twelfth precinct, in order to break up cliques which had affected staff discipline.

In conclusion, we find that the charge alleges that Meegan and Sadlocha were transferred because they engaged in three activities on behalf of PBA; that all of these activities are protected by the Taylor Law; but that the record does not establish the allegations.

^{3/}Cunningham testified about discussions he had with several police officers concerning the transfer. They were not called upon to refute his testimony. The only responsive evidence submitted by PBA was that after Meegan was transferred into the tenth precinct, another officer was transferred from that precinct to the Narcotics Bureau. Other policemen, from other precincts, were transferred to the Narcotics Bureau at the same time. Standing alone, this evidence does not shake the credibility of Cunningham's testimony that the tenth precinct was short staff.

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

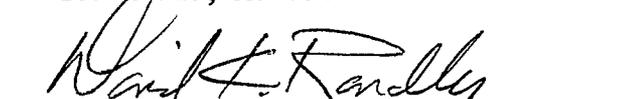
DATED: November 16, 1982
New York, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2F-11/16/82
BOARD OF COOPERATIVE EDUCATIONAL SERVICES -	:	
RENSSELAER, COLUMBIA, GREENE COUNTIES,	:	
	:	
Employer,	:	<u>BOARD DECISION</u>
	:	
- and -	:	<u>AND ORDER</u>
	:	
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,	:	<u>CASE NO. C-2440</u>
LOCAL 1000, AFSCME, AFL-CIO,	:	
	:	
Petitioner.	:	
	:	

On April 1, 1982, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL/CIO (petitioner) filed, in accordance with the Rules of Procedure of the New York State Public Employment Relations Board, a timely petition for certification as the exclusive negotiating representative of certain employees employed by the Board of Cooperative Educational Services - Rensselaer, Columbia, Greene Counties.

The parties executed a consent agreement wherein they stipulated that the negotiating unit would be as follows:

Included: All full and part time non-instructional employees working in the following areas: administrative, operational services, school monitors, bus attendants and bus drivers.

Excluded: All other employees of the employer, specifically all those working in the professional area as well as Bridenbeck (Clerk), Chartrand (Senior Typist), Decker (A/C Clerk), Haskins (Typist), Sweet (Clerk), Van Blarcom (Int. Auditor), Heintz (Cleaner), Kennedy (Substitute Bus Attendant), and the occupational and physical therapists.

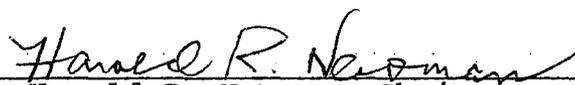
Pursuant to the consent agreement and in order for the petitioner to demonstrate its majority status, a secret ballot election was held

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on October 19, 1982. The results of the election indicate that a majority of the eligible voters in the stipulated unit do not desire to be represented by the petitioner.^{1/}

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

Dated: New York, New York
November 16, 1982



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

^{1/} Of the 99 ballots cast, 36 were for and 63 against representation by the petitioner.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
 : #3A-11/16/82
NORTH TONAWANDA CITY SCHOOL DISTRICT, :
 :
Employer, :
 : Case No. C-2488
-and- :
 :
NORTH TONAWANDA UNITED 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 the North Tonawanda United Teachers, NYSUT, AFT, AFL-CIO has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All per diem substitute teachers who have received a reasonable assurance of continuing employment as referenced in Civil Service Law, §201.7(d).

Excluded: All other employees.

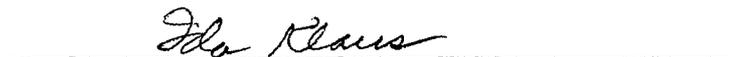
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Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the North Tonawanda United Teachers, NYSUT, AFT, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

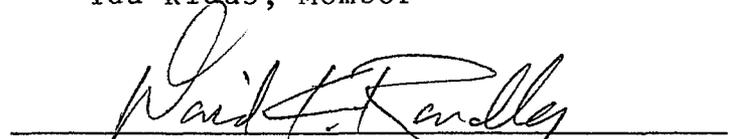
DATED: November 15, 1982
New York, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
SAYVILLE UNION FREE SCHOOL DISTRICT, : #3B-11/16/82
Employer, :
-and- : Case No. C-2445
SAYVILLE TEACHERS ASSOCIATION, NYSUT, :
AFT, AFL-CIO, :

Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

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

IT IS HEREBY CERTIFIED that the Sayville Teachers Association, NYSUT, AFT, AFL-CIO has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

- Unit: Included: Per diem substitute teachers who have received and responded affirmatively to the letter of reasonable assurance issued by the Sayville Union Free School District.
- Excluded: All other employees.

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Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Sayville Teachers Association, NYSUT, AFT, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

DATED: November 15, 1982
New York, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

David C. Randles
David C. Randles, Member