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State of New York Public Employment Relations Board Decisions from February 25, 1983

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from February 25, 1983

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-2/25/83

In the Matter of

CITY SCHOOL DISTRICT OF THE CITY OF CORNING,

Respondent,

CASE NOS. U-5450/U-5458

-and-

CORNING TEACHERS ASSOCIATION, NYSUT/AFT, LOCAL 2589,

Charging Party.

HOGAN & SARZYNSKI, ESQS. (EDWARD SARZYNSKI, ESQ., of Counsel), for Respondent

PAUL MAYO, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Corning Teachers Association, NYSUT/AFT, Local 2589 (Association) to a hearing officer's decision dismissing its two charges against the City School District of the City of Corning (District). Both charges complain that the District interfered in the internal affairs of the Association. In one charge (U-5458), the alleged interference was an instruction to candidates for the District's school board not to speak at an Association meeting to be held on school premises on April 30, 1981. In the other charge (U-5450),

the alleged interference was the reading of a confidential report prepared by an Association representative at a meeting of the District's Board of Education.

FACTS

The District's Board of Education had promulgated a rule prohibiting any form of political campaigning on school property except as permitted by it. The Association's meeting of April 30, 1981 was billed as a political forum; its sole business was to hear presentations by candidates seeking election to membership on the Board of Education. Huber, a member of the Board of Education, complained to the District's superintendent that the proposed meeting was being held without the requisite permission from the Board of Education. When the Association president refused either to move the meeting or to seek permission to hold it, the president of the Board of Education notified the candidates that they would be violating District policy if they participated in the scheduled meeting. The District took no other action.

None of the candidates appeared at the meeting at the school on April 30, 1981. The Association then moved its meeting to a nearby church, and the candidates made their presentations there.

After the meeting, the Association prepared a report which covered the events of April 30, 1981 and included recommendations of the executive committee in support of certain candidates for Board of Education positions. The report was distributed in the school to members of the Association, and a copy of it came into the possession of Huber.

At a public meeting of the Board of Education held on May 6, 1981, Huber raised the question of political campaigning on District property and she read part of the Association's report aloud.

DISCUSSION

The hearing officer determined that the Taylor Law does not give the Association the right to hold a political forum on the property of the District. Similarly, he found no basis for prohibiting the District from having the Association's report of its political forum read at a Board of Education meeting. We agree. The rights asserted herein by the Association relate to the political activities of the Association. Such rights are not protected by the Taylor Law. Town of Lake Luzerne, 11 PERB ¶3094 (1978).

The Association argues that, notwithstanding the general proposition that its political activities are not protected by the Taylor Law, it has an inherent, unconditional Taylor Law right as the collective bargaining representative of the employees to learn the views of candidates for Board membership and to distribute confidential information in support of some of them. The basis for this argument is that school board members, as the employer of the unit employees, have the power to accept or reject collective bargaining proposals.

We reject this argument. In County of Nassau, 12 PERB ¶3090 (1979), we held that a union has no legitimate Taylor Law interest in determining who should represent an employer in negotiations. We regard the Association's position that it has a Taylor Law right to try to determine who should be elected to a school board to be inconsistent with that principle.[1/]

[1/]The Association also argues that regardless of its Taylor Law privileges, its collective bargaining agreement with the District and past practice gives it a right to hold its political forum on District property. Such claim must be asserted in other forums. CSL §205.5(d) and St. Lawrence County, 10 PERB ¶3058 (1977).

NOW, THEREFORE, WE ORDER that both charges herein be, and they hereby are, dismissed.

DATED: February 25, 1983
Albany, New York

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2B-2/25/83

In the Matter of

WATERVLIET POLICE BENEVOLENT ASSOCIATION,

Respondent,

CASE NO. U-6246

-and-

CITY OF WATERVLIET,

Charging Party.

ROBERT K. PASSANO, for Respondent

THOMAS A. BRESLIN, ESQ., for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the City of Watervliet to a hearing officer's decision dismissing its charge that the Watervliet Police Benevolent Association improperly submitted a demand for a prohibited subject of negotiation to interest arbitration. The demand in question is for a 20-year retirement plan as authorized by New York State Retirement and Social Security Law §384-d.

Among other things, that statute provides for the retirement of covered policemen and firefighters at age 62. The City argues that the demand is prohibited because the plan is in violation of the federal Age Discrimination and Employment Act, 29 U.S.C. §§621 et seq. That law prohibits the involuntary retirement of persons under the age of 70.

In dismissing the charge, the hearing officer noted that this Board has held that demands identical with the one herein constitute a mandatory subject of negotiation and that our decisions have been affirmed by the Appellate Division and the Court of Appeals.[1/] He then declined to consider the argument, here raised for the first time before this Board, that Retirement and Social Security Law §384-d is inconsistent with the federal age discrimination statute.

We affirm the decision of the hearing officer. Unless Retirement and Social Security Law §384-d is itself illegal, the demand herein is a mandatory subject of negotiation. The authorities cited to us by the City do not represent any definitive determination that the State Law is illegal,[2/] and we do not have the authority to make such a determination on our own.

1/See City of Albany, 7 PERB ¶3078 (1974), aff'd City of Albany v. Helsby, 48 AD2d 998 (3d Dept., 1975), 8 PERB ¶7012, aff'd 38 NY2d 778 (1975), 9 PERB ¶7005 and Rockland County PBA, 12 PERB ¶3085 (1979), aff'd Town of Haverstraw v. Newman, 84 AD2d 970 (2d Dept., 1981), 14 PERB ¶7028, mot. for lv. to appeal denied, 56 NY2d 505 (1982), 15 PERB ¶7013.

2/Indeed, we have found no compelling support for the City's position. For example, in Massachusetts Board of Retirement v. Murgia, 427 U.S. 307 (1976), the United States Supreme Court found that a state law imposing an age 50 retirement plan for policemen was rationally related to the state's purpose of protecting the public and therefore not in conflict with the federal statute.

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

DATED: February 25, 1983
Albany, New York

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2C-2/25/83

DUNDEE TEACHERS ASSOCIATION,

Respondent,

CASE NO. U-6020

-and-

MARTIN MILLER,

Charging Party.

JUDITH MILLER and WESLEY G. MARSH, for Respondent

JOHN B. SCHAMEL, for Charging Party

BOARD DECISION AND ORDER

The matter comes to us on the exceptions of Martin Miller to a hearing officer's decision dismissing his charge against the Dundee Teachers Association (Association). The charge complains that the Association acted improperly in that its Executive Board accepted at the second step a settlement of a grievance he filed against the Dundee Central School District (District), despite Miller's urging that it permit him to carry the grievance forward to a higher level.[1/] Miller alleges that the action of the

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[1/] The grievance complained about the District having placed certain materials in Miller's personnel file. Miller sought to have the materials removed solely on the ground that he had refused to sign them. The decision of the superintendent which was accepted by the Association afforded Miller an opportunity to submit a response to the materials in his file, but it did not exclude the materials.

Executive Board was contrary to the Association's past practice of deferral to the wishes of the grievant, in that it had never before interfered with the pre-arbitration movement of a grievance from step to step, after it had approved the grievance in the first instance. The unique conduct of the Executive Board in the instant situation, he asserts was arbitrary. In his exceptions, he claims for the first time that this conduct can be explained only by the fact that he was not a supporter of the Association.

In dismissing the charge, the hearing officer determined that there was no past practice of Executive Board deferral to the wishes of the grievant. While in the past the Association settled grievances at Step 2, no grievant had ever objected to that settlement. The hearing officer concluded that formal Executive Board action was required for the first time in this instance because here, for the first time, a grievant had rejected a settlement it considered appropriate.

Having reviewed the evidence, we affirm the hearing officer's findings and conclusions.

The only evidence that Miller has offered to support his position is testimony in a prior case brought by Miller against the Association.[2/] The statement made in that

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[2/] Case No. U-5382 reported at 15 PERB ¶4557 (1982).

case was that once the Executive Board has approved initiation of a grievance, its specific approval at pre-arbitration stages is not required. While that testimony might imply that under certain circumstances, the Association may defer to the wishes of the grievant, it cannot be used to establish a general practice in all circumstances. The testimony was, in fact, given to show no more than that the Executive Board had made the decision in the prior case to pursue some of Miller's complaints as grievances and to move others to the labor/management committee.

The same Association witness who testified as to the function of the Executive Board in the earlier proceeding testified again in the instant case in the context of the issues presented here. She made it clear that, contrary to Miller's assertion, the Executive Board monitors the grievance procedure at all stages. The formal Executive Board action of accepting the Step 2 settlement of the grievance was therefore consistent with the usual practice of the Executive Board and did not constitute discrimination against Miller.

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

DATED: February 25, 1983
Albany, New York

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2D-2/25/83

ELBA CENTRAL SCHOOL DISTRICT,

Respondent,

CASE NO. U-5740

-and-

ELBA FACULTY ASSOCIATION,

Charging Party.

In the Matter of

ELBA CENTRAL SCHOOL DISTRICT,

Respondent,

CASE NO. U-5836

-and-

JOANNE RYAN,

Charging Party.

HARRIS, BEACH, WILCOX, RUBIN & LEVEY, ESQS.
(A. TERRY VanHOUTEN, ESQ., of Counsel), for
Respondent

WILLIAM BLANCHARD, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Elba Central School District (District) to a hearing officer's decision that it violated §209-a.1(a) and (c) of the Taylor Law in that it decided not to rehire Joanne Ryan because she claimed to be in the negotiating unit represented by Elba Faculty Association (Association) and she filed a grievance complaining that she was not receiving the benefits afforded

to unit employees. The two charges herein are identical except that one was filed by the Association on Ryan's behalf and the other was filed by Ryan herself.

FACTS

Ryan had been employed by the District from 1972 to 1978 as a substitute teacher and a part-time teacher of remedial mathematics and reading. For the 1978-79, 1979-80, and 1980-81 school years she was employed in a remedial mathematics position that was funded by the Federal government on a year-to-year basis. The teachers in the federally funded program were not required to be certified and the benefits provided to them were less than those provided to certified teachers who were regular employees of the District.

Ryan became certified as a teacher in 1980. Noting that the recognition clause of the collective bargaining agreement of the District and the Association referred to "all certified employees", she asserted that she had become entitled to the benefits provided by that agreement. The Association's president and grievance chairperson agreed with her. When the District's superintendent disagreed, the Association filed a grievance seeking the benefits of the collective bargaining agreement for Ryan and another employee in the same situation which subsequently went to arbitration.

Contrary to the District's past practice, Ryan was neither observed nor evaluated during the months following the filing of the grievance. Explaining why it did not evaluate her, the superintendent testified:

> We felt, again, because she had not accepted the terms and conditions of employment, that we did not know what was going to be happening in the situation until the Arbitrator's Decision would be forthcoming. Her position was placed in a state of limbo.

On April 22, 1981, the arbitrator issued an award holding that Ryan's position was not in the unit. Ryan then signed a document presented to her by the District acknowledging her acceptance of the terms and conditions of her employment as agreed upon the prior August. In doing so, she noted that her signature

> in no way waives any rights I may have under statute, regulations, rule or contract in any appropriate legal or administrative forum to make any claim with regard to its legitimacy.

This reservation was added upon the advice of the Association's representative to protect her in the event of an appeal of the arbitrator's award.

Once again, on June 22, 1981, Ryan asked the District for those benefits that the collective bargaining agreement provided for certified teachers. On June 30, her annual appointment expired, and on August 11, 1981, the District wrote to her that it stood upon its position that she was not entitled to the benefits of the contract.

Ryan discovered in September 1981 that she was not rehired.

DISCUSSION

The District raises three defenses to the charges. The first is that the Association was without standing to bring the charge because Ryan was not a unit employee. The second is that Ryan's personal charge was not timely in that she should have known that she would not be reappointed more than four months prior to filing her charge on December 24, 1981. Specifically, it argues that she should have known she would not be reappointed on June 22, 1981, the date upon which she last expressed dissatisfaction with the terms and conditions of her employment; on June 30, 1981, the date upon which her prior employment was terminated; and on August 11, 1981, the date upon which the District last informed her she was not entitled to the benefits provided to certified teachers under the collective bargaining agreement.

The District's third defense is directed to the merits of the charges. It claims that its decision not to rehire Ryan was unrelated to any protected activities in which she may have engaged. It asserts further that Ryan was not refused employment. In support of this assertion, it urges the theory that Ryan's expressed dissatisfaction with the terms and conditions of her employment constituted a constructive resignation by her and that it therefore could properly assume that she was not interested in the renewal of her position under the prevailing terms and conditions of employment.

We reject all three of the District's defenses. The Association had standing to file its charge that the District acted improperly toward Ryan because the Association had asserted a right to represent her. Indeed, the record here shows that at the time it sought to obtain the benefits of the contract for Ryan, the Association had a reasonable belief that she was in the unit it represented.

The record does not show Ryan's charge to be untimely. None of the events cited by the District can properly be deemed to constitute notice to Ryan before August 25, 1981 that she would not be rehired for the 1981-82 school year.

We affirm the decision of the hearing officer and find that the charges alleging a violation of §209-a.1(a) and (c) of the Taylor Law are sustained. The record amply supports his finding that the District decided not to rehire Ryan because she and the Association claimed that she was entitled to the benefits provided by the collective bargaining agreement. That the determination not to rehire her was reached shortly after she filed the grievance is made manifest by the District's decision not to observe or evaluate her once the grievance was filed. Such observations and evaluations were part of the normal procedures of the District in deciding whether it was satisfied with a teacher's performance. The District's decision not to observe and evaluate Ryan's performance obviously indicates that it was no longer of concern to the District whether her

performance was satisfactory since it had already decided not to rehire her.

The District's explanation that it did not observe or evaluate Ryan because it understood her complaint to constitute a resignation cannot be credited. Other than the filing of the grievance, the events to which the District points in support of that position occurred after it had already decided not to observe or evaluate her work. Moreover, the language of Ryan's reservation when she executed her employment agreement on May 11 makes it clear that she accepted the employment subject only to her right to obtain better benefits if she were entitled to them under statute, regulations, rule or contract. That reservation cannot reasonably be construed as a rejection of that employment or as a constructive resignation.

NOW, THEREFORE, WE ORDER the District:

1. To compensate Joanne Ryan for any loss of pay and benefits suffered by reason of its refusal to hire her for the 1981-82 school year less any earnings derived from other employment, with interest at the annual rate of three percent;
2. If the position held by Ryan in the 1980-81 school year exists in the 1982-83 school year, to offer Ryan an appointment to such position,

regardless of whether it is currently filled, and to compensate her for any loss of pay and benefits suffered by reason of her not having been hired at the beginning of the school year, less any earnings from other employment, with interest at the annual rate of three percent;

3. To cease and desist from interfering with, restraining, coercing or discriminating against its employees for the exercise of rights protected by the Act;

4. To sign and conspicuously post notices in the form attached at all locations throughout the District ordinarily used to communicate information to unit employees.

DATED: February 25, 1983
Albany, New York

Ida Klaus

Ida Klaus, Member

David C. Randles

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 Elba Central School District:

1. Will compensate Joanne Ryan for any loss of pay and benefits suffered by reason of its refusal to hire her for the 1981-82 school year less any earnings derived from other employment, with interest at the annual rate of three percent;

2. Will, if the position held by Ryan in the 1980-81 school year exists in the 1982-83 school year, offer Ryan an appointment to such position, regardless of whether it is currently filled, and compensate her for any loss of pay and benefits suffered by reason of her not having been hired at the beginning of the school year, less any earnings from other employment, with interest at the annual rate of three percent;

3. Will not interfere with, restrain, coerce or discriminate against employees for the exercise of rights protected by the Act.

.....ELBA CENTRAL SCHOOL DISTRICT.....

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

#2E-2/25/83

In the Matter of

EAST MEADOW UNION FREE SCHOOL DISTRICT,

CASE NO. E-0819

Upon the Application for Designation of Persons as Managerial or Confidential.

DALTON, HENOCH & KADIN, ESQS., for the Employer

PAUL J. DERKASCH, ESQ., for the East Meadow Supervisory and Administrative Association

ROEMER AND FEATHERSTONHAUGH, ESQS. (PAULINE ROGERS KINSELLA, ESQ., of Counsel), for the Civil Service Employees Association

BOARD DECISION AND ORDER

On November 30, 1981, the East Meadow Union Free School District (District) filed an application for the designation of three employees as managerial or confidential. The three employees are Clare Sigmund, Administrative Assistant for Communications and Fine Arts; James Bragg, Computer Operator II; and Ruth Grimmer, Principal Account Clerk. Sigmund is in a negotiating unit represented by the East Meadow Supervisory and Administrative Association (EMSAA); Bragg and Grimmer are in a unit represented by the Civil Service Employees Association (CSEA). Both EMSAA and CSEA oppose the application.

After a hearing, the Director of Public Employment Practices and Representation (Director) determined that Sigmund is a managerial employee. EMSAA has filed exceptions to that determination. The Director also determined that Bragg and Grimmer are neither managerial nor confidential. The District has filed exceptions to that determination.

Having reviewed the record, we affirm the decision of the Director. He found Sigmund to be managerial by reason of her public relations work and her responsibility for directing the District's music and art program, including the determination of its curriculum. Citing our decision in Binghamton City School District, 8 PERB ¶3084 (1975), he ruled that the exercise of her responsibilities in the education area alone constituted the formulation of policy within the meaning of §201.7(a) of the Taylor Law. Protesting this ruling, EMSAA argues only that Sigmund's duties with respect to the music and art program are the same as those of the prior director and that, since the District had not claimed Sigmund's predecessor to be managerial, it should not be permitted to make such a claim for Sigmund.

This argument must be rejected. For purposes of the application before us, we must examine the evidence presented to us in accordance with the criteria prescribed by the

statute. Accordingly, whether or not the District had sought to designate her predecessor as managerial is irrelevant.

As noted, the Director concluded that Sigmund's assignment as public relations officer of the District also constituted managerial work. While conceding that she has been required to attend about half the meetings of the District's Board of Education, including executive sessions, EMSAA argues that she has not, thereby, exercised any managerial function. In view of our determination that she is managerial by reason of her fine arts responsibilities, we do not find it necessary to reach this issue.

The Director found that Grimmer has supervisory responsibilities and that she compiles financial data which the District's Executive Assistant for Finance uses in preparing a budget. He properly decided that these duties, however, constitute neither managerial nor confidential work within the meaning of §201.7(a) of the Taylor Law.[1/]

[1/]We first distinguished between supervisory and managerial functions in Hempstead Public Schools, 6 PERB ¶3001 (1973), aff'd Board of Education v. Helsby, 42 AD2d 1056 (2d Dept., 1973), 6 PERB ¶7012, aff'd 35 NY2d 877 (1974), 7 PERB ¶7024.

In Washingtonville Central School District, 16 PERB ¶3017 (1983), we most recently held that the compilation of data such as is compiled by Grimmer is not confidential work.

Bragg has access to all information that is in the District's computer. There is no evidence that these data include confidential information within the meaning of §201.7(a) of the Taylor Law.[2/] The District asserts that it intends Bragg to generate such information in the future, but that it has not yet required him to do so in the year that he has been an employee of the District. The Director properly ruled that Bragg cannot be designated confidential on the basis of assignments that may be contemplated but have not yet been made.[3/].

NOW, THEREFORE, WE ORDER that the application of the District to designate Clare Sigmund, as managerial be, and it hereby is, granted, and that the application of the District to designate Ruth Grimmer and James Bragg as confidential be, and it hereby is, dismissed.

DATED: February 25, 1983
Albany, New York

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

[2/]See Board of Education of the City School District of the City of New York, 10 PERB ¶3024 (1977).

[3/]City of Binghamton, 12 PERB ¶3099 (1979).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3A-2/25/83

COUNTY OF ONTARIO and ONTARIO COUNTY SHERIFF,

Joint Employer,

-and-

CASE NO. C-2458

ONTARIO SHERIFFS' UNIT, ONTARIO COUNTY LOCAL, CSEA, INC.,

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 Ontario Sheriffs' Unit, Ontario County Local, CSEA, 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.

Unit: Included: All full-time employees, and all regularly scheduled part-time employees within the same titles, in the Sheriff's Department.

Excluded: Sheriff, Undersheriff, Chief Deputy Sheriff, Chief Dispatcher, Chief Correction Officer, Senior Stenographer/Secretary to Sheriff, Stenographer/Secretary to Undersheriff, and seasonal employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Ontario Sheriffs' Unit, Ontario County Local, CSEA, 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.

DATED: February 25, 1983
Albany, New York

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3B-2/25/83

CHATHAM CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2564

CHATHAM CENTRAL SCHOOL UNITED EMPLOYEES,

Petitioner,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME,

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 Chatham Central School United Employees 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: Account clerk, assistant auto mechanic, assistant head building and grounds, assistant head bus driver, auto mechanic, bookkeeper, branch librarian, bus driver, caretaker, cashier, cleaner, clerk, cook, custodian, electrician, food service helper, general maintenance mechanic, laborer, laundry worker, librarian I, payroll clerk, school monitor (w/o degree), school monitor (with degree), skilled laborer, typist, bus aide, senior typist, building food service coordinator.

Excluded: All other employees, including substitutes, students, district clerk, district treasurer, assistant district clerk, and assistant district treasurer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Chatham Central School United Employees 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: February 25, 1983
Albany, New York

Ida Klaus, Member

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3C-2/25/83

SMITHTOWN CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2535

SMITHTOWN SCHOOLS EMPLOYEES ASSOCIATION

Petitioner,

-and-

CIVIL SERVICE EMPLOYEES ASSOCIATION,
SUFFOLK EDUCATIONAL CHAPTER,

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

Unit: Included: All aides, clerical personnel, transportation personnel, registered nurses, buildings and grounds personnel, and cafeteria personnel.

Excluded: Those on Grade 25 and above, and those determined to be managerial and/or confidential under the Taylor Law, and per diem substitutes and seasonal employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Smithtown Schools Employees Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

DATED: February 25, 1983
Albany, New York

Ida Klaus, Member

David C. Randles, Member