



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Board Decisions - NYS PERB

New York State Public Employment Relations
Board (PERB)

3-11-1983

State of New York Public Employment Relations Board Decisions from March 11, 1983

New York State Public Employment Relations Board

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

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

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

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

State of New York Public Employment Relations Board Decisions from March 11, 1983

Keywords

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

Comments

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

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#1A-3/11/83

WAPPINGERS CENTRAL SCHOOL DISTRICT,

Respondent,

- and -

CASE NO. U-5971

WAPPINGERS FALLS SCHOOL DISTRICT
DUTCHESS EDUCATIONAL LOCAL 867,
CSEA, LOCAL 1000, AFSCME,

Charging Party.

DRANOFF, DAVIS, KRUSE, FIELDS AND PHILLIPS, P.C.
(RAYMOND K. KRUSE, ESQ., of Counsel), for
Respondent

ROEMER AND FEATHERSTONHAUGH, ESQS., (WILLIAM M.
WALLENS, ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on exceptions filed by the Wappingers Central School District (District) to a hearing officer's decision which found it to have violated §209-a.1(a) and (d) of the Taylor Law. The alleged violation was that the District unilaterally removed an employee from the bargaining unit represented by the charging party and then unilaterally increased her salary.

Facts

On November 16, 1981, the District filed an application pursuant to §201.10 of the Rules of Procedure of the Public Employment Relations Board seeking the designation of Elizabeth

Bennett, Senior Stenographer to the Director of Special Projects, as confidential under §201.7(a) of the Taylor Law. Bennett was in a unit represented by the charging party, the Wappingers Falls School District Dutchess Educational Local 867, CSEA, Local 1000, AFSCME (CSEA). On the facts stipulated by CSEA and the District as to Bennett's duties, and with CSEA's consent, the Director of Public Employment Practices and Representation (Director) designated her as confidential. Under the provisions of §201.7(a), the designation takes effect "only" upon the termination of CSEA's period of unchallenged representation, which is December 1, 1983. However, the District treated the designation as effective immediately and it increased Bennett's salary unilaterally.

After the charge was filed, the hearing officer scheduled a pre-hearing conference for May 18, 1982, which the District, without explanation, failed to attend. Based upon the charge and answer, the hearing officer sent to the parties a letter dated June 21, 1982 reciting what she believed to be the uncontroverted facts. She also stated her understanding that the District's defense was that "by stipulating that Bennett be designated confidential, the parties agreed that the designation 'take place immediately.'" The letter then informed the parties that the recited facts would constitute the complete record and that the hearing officer's statement of the District's defense to the charge would be accepted as accurate, absent receipt of a written objection from either party on or before July 8, 1982.

The District did not respond to the hearing officer's request, nor did it object to the procedure followed.

On the basis of the record before her, the hearing officer determined that the District violated §209-a.1(a) and (d) by removing Bennett from the unit and by increasing her salary prior to the statutory effective date of her designation as confidential.

Discussion

The District has now filed exceptions which complain that it was improperly denied a hearing. It also argues, on the merits, that Bennett ceased to be a unit employee immediately following her designation as confidential. Having reviewed the record and considered the arguments of the parties, we affirm the decision of the hearing officer.

The procedures followed by the hearing officer were proper. No hearing is necessary where, as here, the parties, having been given an opportunity to do so, do not object to the hearing officer's statement of material facts.^{1/}

In its exceptions, as to the merits, the District argues that the mere designation by PERB of a position as confidential immediately creates a new position with respect to which it is free to act unilaterally. This proposition is inconsistent with §201.7(a) of the Taylor Law which provides that a represented

^{1/}Comsewoque Union Free School District, 15 PERB ¶3018 at p. 3029 (1982).

employee's designation as managerial or confidential "shall only become effective" upon the termination of the employee organization's period of unchallenged representation. In the instant situation, the decision of the Director designating Bennett as confidential pursuant to §201.7(a) of the Taylor Law does not become effective until December 1, 1983. Until that date, Bennett continues to be a member of the negotiating unit and must be treated as such. Accordingly, by treating Bennett as confidential before that date^{2/} and increasing her salary,^{3/} the District acted improperly. In doing so, it acted in violation of §209-a.1(a) and (d).

NOW, THEREFORE, WE ORDER that the District:

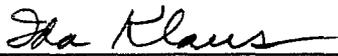
1. Cease and desist from interfering with, restraining or coercing public employees in the exercise of their rights guaranteed under the Act for the purpose of depriving them of such rights.
2. Cease and desist from refusing to negotiate in good faith with the Wappingers Falls School District Educational Local 867, CSEA, Local 1000, AFSCME.

^{2/}See County of Orange, 14 PERB ¶3060 (1981).

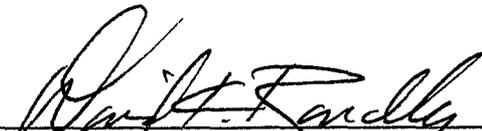
^{3/}See County of Suffolk, 15 PERB ¶3021 (1982); County of Ulster, 14 PERB ¶3008 (1981).

3. Rescind the salary increase, reducing Bennett's salary accordingly, from the date of this decision until such time as Bennett is no longer a unit member.
4. Treat Bennett as a unit employee until such time as her designation becomes effective under the Act.
5. Conspicuously post copies of the Notice attached hereto at all locations ordinarily used to communicate with members of the unit represented by CSEA.

DATED: March 11, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all employees represented by the Wappingers Falls School District Dutchess Educational Local 867, CSEA, Local 1000, AFSCME that:

1. The Wappingers Central School District shall not interfere with, restrain or coerce public employees in the exercise of their rights guaranteed under the Public Employees' Fair Employment Act (Act) for the purpose of depriving them of such rights.
2. The Wappingers Central School District shall not refuse to negotiate in good faith with the Wappingers Falls School District Dutchess Educational Local 867, CSEA, Local 1000, AFSCME.
3. The Wappingers Central School District shall rescind the salary increase unilaterally accorded unit member Elizabeth Bennett and reduce Bennett's salary accordingly.
4. The Wappingers Central School District shall treat Elizabeth Bennett as a unit employee until such time as her designation as a confidential employee becomes effective under the Act.

.....Wappingers 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.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#1B-3/11/83

BOARD OF EDUCATION OF THE CITY
SCHOOL DISTRICT OF THE CITY OF
NEW YORK and UNITED FEDERATION
OF TEACHERS,

Respondents,

CASE NO. U-6429

-and-

WILLIAM FRIEDMAN,

Charging Party.

WILLIAM FRIEDMAN, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of William Friedman to a decision of the Director of Public Employment Practices and Representation (Director) dismissing his charge against the Board of Education of the City School District of the City of New York (District) and the United Federation of Teachers (UFT) on the ground that the charge was not timely.

The charging party complained that the District and UFT conspired to deny him representation on September 15 and 16, 1980, during an investigation by his principal that led to the institution of disciplinary charges against him. The charge was filed on November 4, 1982, more than two years after the alleged violations. Section 204.1(a)(1) of our

Rules of Procedure provides that an improper practice charge may be filed within four months of the conduct about which the charge complains.

In support of his exceptions, Friedman requests that the defect in the filing of his charge be "waived" because the respondents engaged in other improper conduct toward him in the two years following the conduct complained of in his charge. The September 1980 conduct complained of in the charge was a single complete incident limited to two specific dates. As the allegedly improper subsequent acts cover different and independent events occurring at later dates, they cannot constitute a valid basis for a refusal to apply §204.1(a)(1) to the prior conduct.

NOW, THEREFORE, WE AFFIRM the decision of the Director,

and

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

DATED: March 11, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WESTERN REGIONAL OFF-TRACK BETTING
CORPORATION,

#1C-3/11/83

Respondent,

CASE NO. U-5881

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 222,

Charging Party.

DAVIDSON, FINK, COOK & GATES, ESQS. (THOMAS A. FINK,
ESQ., of Counsel), for Charging Party

MOOT, SPRAGUE, MARCY, LANDY, FERNBACH & SMYTHE, ESQS.
(JOHN DRENNING, ESQ., of Counsel), for Respondent

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Service Employees International Union, Local 222 (SEIU) to a hearing officer's decision dismissing its charge that Western Regional Off-Track Betting Corporation (OTB) refused to negotiate the conditions on which it would consolidate betting parlors. The charge, which was filed in January 1982, complains that, in December 1979, OTB refused to execute a memorandum of understanding embodying the terms of an agreement reached by the parties concerning this matter. It also complains that in October 1981, OTB unilaterally terminated negotiations concerning the dollar amount of its "handle" which would justify the consolidation of betting parlors.

The hearing officer determined that the part of the charge complaining that OTB's alleged refusal to execute the memorandum of understanding in December 1979 was not timely. We affirm this determination.^{1/}

The hearing officer also determined that OTB did not commit an improper practice even if it unilaterally terminated negotiations concerning the dollar amount of OTB's "handle" which would justify the consolidation of betting parlors. The basis of this determination was his conclusion that this is not a mandatory subject of negotiation as it is essentially concerned with the organizational structure of the public employer. Agreeing with the hearing officer, we find SEIU's exceptions to his conclusion to be without merit.^{2/}

^{1/}See §204.1(a)(1) of our rules of procedure. As the untimeliness of this part of the charge is established beyond question, and is even conceded by SEIU, we do not consider SEIU's exceptions to the hearing officer's alternative grounds for his decision, that OTB was under no obligation to execute the memorandum of understanding because SEIU had never demanded that it do so.

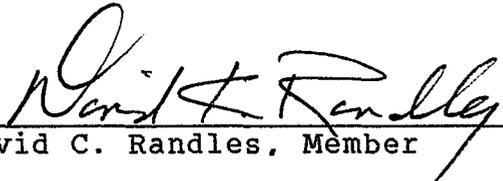
^{2/}In support of its exceptions, SEIU argues that the negotiations were predominantly concerned with the duties of the betting parlor supervisors, who were members of the unit, because when betting parlors are consolidated, a branch supervisor is required to supervise more than one betting parlor. Even if this view of the parties' dealings were accepted, they would not have involved a mandatory subject of negotiation, the focus of the negotiations having been on the right of OTB to make such assignments and not on the impact of the assignments. Compare Bridge and Tunnel Officers Benevolent Association, 15 PERB ¶3124 (1982).

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

DATED: March 11, 1983
Albany, New York



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#1D-3/11/83

LOCAL 589, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO,

Respondent,

CASE NO. U-6346

-and-

CITY OF NEWBURGH,

Charging Party.

In the Matter of

CITY OF NEWBURGH,

Respondent,

CASE NO. U-6362

-and-

LOCAL 589, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO,

Charging Party.

PLUNKETT & JAFFE, P.C. (JOHN M. DONOGHUE, ESQ., of
Counsel), for City of Newburgh

CRAIN & RONES, ESQS. (JOSEPH P. RONES, ESQ., of
Counsel), for Local 589, International Association
of Fire Fighters, AFL-CIO

BOARD DECISION AND ORDER

Charge U-6346 was filed by the City of Newburgh. It alleges that Local 589, International Association of Fire Fighters, AFL-CIO (IAFF) violated its duty to negotiate in good faith by submitting several nonmandatory subjects of

negotiation to interest arbitration. This matter comes to us on the exceptions of IAFF to the hearing officer's determination that one of those demands was not a mandatory subject of negotiation. Charge U-6362 was filed by IAFF. It alleges that the City of Newburgh also submitted several nonmandatory subjects of negotiation to interest arbitration. This matter, too, comes to us on the exceptions of IAFF. It excepts to so much of the hearing officer's decision as found some of those demands, or parts thereof, to be mandatory subjects of negotiation.^{1/}

The IAFF demand found to be nonmandatory is Article XXXVI - Major Emergencies. It provides at paragraph A:

Whenever mutual aid is summoned from the surrounding communities to assist at major fires in the City of Newburgh, all off duty employees must be summoned to duty.

IAFF argues that the demand would merely prevent the subcontracting of unit work by the City. The hearing officer found, however, that the demand interferes with the manner and means by which the City can render services to the public. She noted that there might be situations where unit employees could not provide services in fighting fires comparable to those that would be available from surrounding communities. According to the hearing officer, this would be the case where the fire companies of neighboring

^{1/}The City of Newburgh has filed no exceptions to the parts of the hearing officer's decision that were adverse to it.

communities have special equipment or specially trained personnel. It would also be the case where the fire department of a neighboring community can respond to a fire emergency more quickly than off-duty employees of the City. The hearing officer determined that, under such circumstances, a requirement that all unit employees be called in would impose a minimum call-in requirement and would acquire the aspect of a penalty. We affirm the determination of the hearing officer that the demand is not a mandatory subject of negotiation.

The first of the City's demands which the hearing officer found to be mandatory was Article II - Probationary Period. It provides, in pertinent part:

A. All new employees shall serve a probationary period of not more than twenty-six (26) weeks, [and] . . . shall be required to complete state mandated minimum training before appointment to permanent status

B. All employees who shall have worked in the position for the said twenty-six (26) weeks shall be known and designated as permanent employees, provided they have completed the state mandated minimum training.

Under State law and regulations, fire fighters are not eligible for permanent appointment until they have completed State mandated training and such training must be completed within 18 months of the commencement of the probationary period. The change that would be effected by the demand is that the training would have to be completed within 26 weeks. IAFF argues that an essential element of the

demand is redundant in that both the demand and State law require the completion of the State mandated training for permanent appointment. This interpretation of the demand misconstrues its essence which, as the hearing officer noted, is the completion of the training and the probationary period in 26 weeks instead of 18 months. We affirm the hearing officer's determination that the demand is not redundant and that it is a mandatory subject of negotiation.

The second demand of the City which has been brought to us by IAFF's exceptions is Article V - Hours of Duty. IAFF argues that the hearing officer erred in finding paragraph A and paragraph B to be mandatory subjects of negotiation.

They provide:

A - Add:

Flexible schedules may be created to allow for overlapping shifts. Any such schedule will be created by the Chief to meet the on-going needs of the City, but will not affect more than 25% of the staff on any one shift.

B. - modify first sentence to read:

Exchanges of duty will only be granted upon the discretion of the Chief. Upon approval of the exchanges of duty, responsibility for the performance of the tour shall lie with the firefighter who has agreed to serve the tour. The scheduled firefighter shall be relieved of the responsibility therefor. Except in cases of emergency, all exchanges of duty must be submitted to the Chief for his review at least seventy-two (72) hours in advance. There shall be no more than five (5) such exchanges in any year. All exchanges must be repaid within the same

calendar year. Any compensation, in addition to normal pay, such as holiday pay, shall be paid to the person actually performing the duty.

Paragraph A deals with scheduling and paragraph B deals with the mutual exchange of shifts. It is conceded that both are mandatory subjects of negotiation. IAFF argues, however, that the demands are not mandatory because they do not propose specific provisions. Rather, they provide that the fire chief may make unilateral decisions regarding these matters. The hearing officer found that this does not render the demand nonmandatory. We affirm her determination. The City is, in effect, demanding that IAFF waive its right to negotiate specific terms relating to scheduling and shift exchanges for the duration of the contract. IAFF's objections to the demand go to the merits of the City's demand and not to the mandatory nature of its negotiability.

The third demand of the City found by the hearing officer to be mandatory is Article VI - Productivity. IAFF argues that the demand is nonmandatory because of two of its provisions. They are: "The City reserves the right to establish merit raises for firefighters assuming extra duties." and "All outside employment must be approved in advance by the Chief." With respect to merit increases, IAFF's argument is the same as it was with respect to

scheduling and shift exchanges. That argument is rejected for the reason already given.

IAFF's argument regarding outside employment is that such employment is beyond the relationship of the City to its employees and therefore not subject to collective negotiations. In Buffalo PBA, 9 PERB ¶3024 (1976), this Board ruled that a public employer may seek to impose some work responsibilities upon its employees at times when the employees would normally be off duty. As noted there, the imposition of such duties would detract from employees' opportunities to enjoy their "time off" and employees might therefore have to be compensated for this imposition upon them. Our reasoning in that case supports the determination of the hearing officer that the City's demand is a mandatory subject of negotiation. It deals with the extent and quality of the unit employees' time off.

The last demand of the City found to be mandatory is Article X - Overtime Pay. IAFF argues that the hearing officer erred in finding paragraph E thereof to be mandatory. It provides:

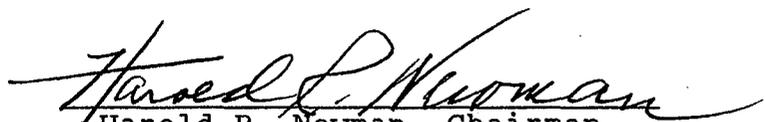
Overtime shall be distributed in a way to achieve the least cost to the City. Where temporary acting promotions are required to achieve this end, the Chief may make any such designations.

The basis of IAFF's argument is that the demand is so vague that it does not know what it has been asked to consent to or what may be required of unit employees if the demand is

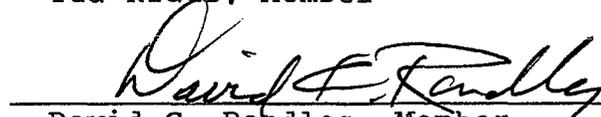
granted by an arbitrator. As the parties have already engaged in negotiations to the point of deadlock, we must assume that the meaning of the City's demand has been made clear to IAFF. If it did not understand the demand, by reason of its familiarity with the context out of which the demand grew, it could have sought an explanation during negotiations.^{2/} Accordingly, we affirm the decision of the hearing officer that its proposed Article X constitutes a mandatory subject of negotiation.

NOW, THEREFORE, WE ORDER that the exceptions filed by IAFF be, and they hereby are, dismissed. WE FURTHER ORDER IAFF to withdraw paragraph A of Article XXXVI from negotiations.

DATED: March 11, 1983
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member

^{2/}The refusal of the City to explain its demand would have violated its duty to negotiate in good faith and no charge of such a violation was made.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2A-3/11/83

CITY SCHOOL DISTRICT OF THE CITY OF
OSWEGO,

Employer,

-and-

CASE NO. C-2553

OSWEGO CLASSROOM 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 Oswego Classroom 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.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2B-3/11/83

CAMPBELL CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2557

CAMPBELL EDUCATORS ASSOCIATION,

Petitioner,

-and-

CAMPBELL TEACHERS ASSOCIATION

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

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

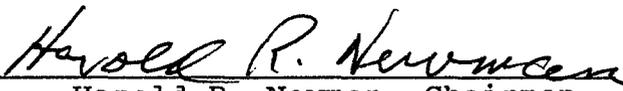
Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Campbell Teachers 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.

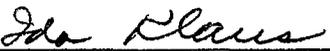
Unit: Included: All teaching staff.
 Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Campbell Teachers 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.

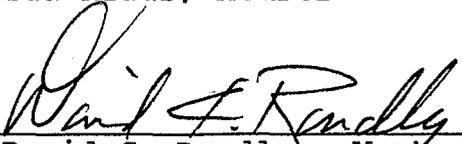
DATED: March 11, 1983
 Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2C-3/11/83

SENECA FALLS CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2533

SENECA FALLS NON-INSTRUCTIONAL STAFF,
NYEA/NEA,

Petitioner,

-and-

SENECA FALLS CENTRAL SCHOOL DISTRICT
NON-INSTRUCTIONAL UNIT, LOCAL 850,
CSEA,

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 Seneca Falls Central School District Non-Instructional Unit, Local 850, CSEA 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 non-instructional positions:
Assistant Cook, Cook Manager,
Senior Food Service Helper, Food
Service Helper, Baker, School
Lunch Cashier, Audio Visual Aide,
Switchboard Operator, Library
Aide, Cafeteria Monitors, Typist,
Study Hall Aide, Building
Maintenance Mechanic, Senior
Custodian, Custodian, Head
Automotive Mechanic, Automotive
Mechanic, Bus Driver, Cafeteria
Aide, Teacher Aide, Bus Monitors,
Senior Stenographer at building
level.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Seneca Falls Central School District Non-Instructional Unit, Local 850, CSEA 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: March 11, 1983
 Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2D-3/11/83

EAST IRONDEQUOIT CENTRAL SCHOOL
DISTRICT,

Employer.

-and-

CASE NO. C-2531

EAST IRONDEQUOIT SCHOOL UNIT, LOCAL
828, CIVIL SERVICE EMPLOYEES ASSOCIATION,
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 East Irondequoit School Unit, Local 828, Civil Service Employees Association, Inc. has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2E-3/11/83

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS,

Employer,

-and-

CASE NO. C-2521

SUBSTITUTE TEACHERS UNITED, NIAGARA
FALLS DIVISION,

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 Substitute Teachers United, Niagara Falls Division 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.

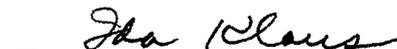
Unit: Included: In a particular school year,
 those per diem substitute
 teachers who have received, for
 that school year, the reasonable
 assurance of continuing employ-
 ment referred to in Civil Service
 Law Section 201.7(d).

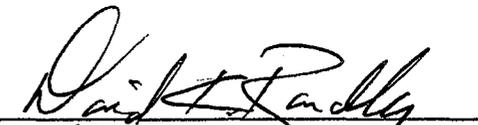
Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Substitute Teachers United, Niagara Falls Division 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: March 11, 1983
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member