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Board (PERB)

1-12-1984

State of New York Public Employment Relations Board Decisions from January 12, 1984

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from January 12, 1984

Keywords

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

Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2A-1/12/84

COUNCIL OF SUPERVISORS AND
ADMINISTRATORS,

Respondent,

-and-

CASE NO. U-6607

VILMA LOUISE MARSTON,

Charging Party.

BRUCE K. BRYANT, ESQ., for Respondent

VILMA LOUISE MARSTON, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Council of Supervisors and Administrators (CSA), which represents certain employees of the Board of Education of the City of New York, to a hearing officer's decision that it violated §209-a.2(a) of the Taylor Law by denying Vilma Louise Marston "good-standing" membership status because she would not pay agency shop fees covering a period before she applied for membership, which condition it could not validly impose. The fees covered the period between June 1 and October 1, 1982, a time when CSA's right to agency shop fees had been suspended pursuant to §210.3 of the Taylor Law by reason of a strike.

CSA acknowledges that it considers Marston's membership status to be not in good standing because she has not paid

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the claimed agency shop fees. It further acknowledges that by reason of the practical consequence of Marston not being in good standing, she has no voting rights in CSA; she is ineligible for pension consultation and legal advice; and she does not receive the CSA newspaper. However, CSA asserts three reasons why it feels it may properly deny Marston good-standing status. First, it argues that it is free to insist upon the payment by a member of an assessment that came due before the member had sought to join the union. Second, it contends that it has not discriminated against Marston in that it has withheld good-standing membership status from all current members who have not paid either dues or the agency shop fee equivalent of dues for the four-month suspension period. Finally, it asserts that we are without subject matter jurisdiction in that the withholding of good-standing membership status from Marston is an internal union matter.

We find no merit in these arguments. Captain's Endowment Association (Mallory), 15 PERB ¶3019 (1982), which CSA cites in support of its first argument, does not support its position. There Mallory had been a member of the union when it imposed an assessment upon its members. Objecting to that assessment, Mallory resigned. When, three years later, Mallory applied for reinstatement, he was accepted on condition that he pay the assessment and a fine for resigning. We determined that the requirement that

Mallory pay an assessment for which he was in arrears at the time of his resignation did not constitute a violation of §209-a.2 of the Taylor Law, but we held that the employee organization interfered with Mallory's Taylor Law right "to refrain from joining or participating in" an employee organization when it sought by exaction of a fine to penalize him for resigning. Here, unlike the assessment imposed upon Mallory, the financial charge against Marston was imposed for failure to support the Association and at a time when she was not obligated to make such payments. Thus she is being penalized for exercising her statutory right not to join CSA or pay an agency fee.

CSA's second and third arguments are also rejected for similar reasons. They fail to distinguish between the internal relationship between CSA and its members concerning the payment of dues during a time when checkoff privileges have been suspended and the external principles of the Taylor Law, concerning the right of a union to receive agency shop fees during such a period.

The legal relationship between CSA and its members, including the enforcement of dues obligations, is an internal union matter that is not subject to the jurisdiction of this Board. CSEA (Bogack), 9 PERB ¶3064 (1976), and UFT (Dembicer), 9 PERB ¶3018 (1976). However, CSA's attempt to compel Marston to pay an agency shop fee for the period between June 1 and October 1, 1982, conflicts with the clear

provision of the Taylor Law that an employee organization is not privileged to collect agency shop fees during the period when its dues checkoff rights have been suspended because it engaged in a strike.

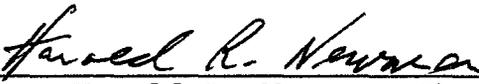
The agency shop fee imposed upon Marston here is like the fine that was improperly imposed upon Mallory in that it interfered with her right to refrain from "joining or participating in any employee organization" On a similar legal principle under the National Labor Relations Act, the NLRB has held in Simmons Co., 150 NLRB 709, 58 LRRM 1148 (1964), that an employee organization may not as a condition for extending membership privileges require the payment of back dues or of past agency shop fees when neither membership nor agency shop fee payment had been validly required. Accordingly, for the reasons set forth herein, we sustain the charge.

NOW, THEREFORE, WE ORDER CSA:

1. to cease and desist from interfering with, restraining or coercing public employees in their exercise of rights under §202 of the Taylor Law by conditioning membership in good standing upon the payment of agency fee monies for the four-month period in which CSA's agency fee privileges were forfeited;

2. to cease and desist from refusing to extend to Vilma Louise Marston good-standing membership status; and
3. to post the attached notice in all places within the New York City Board of Education to which it has access by contract, practice or otherwise.

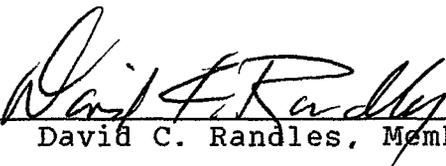
DATED: January 12, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE

PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE

PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify members of the bargaining unit represented by the Council of Supervisors and Administrators (CSA) that CSA:

1. will not interfere with, restrain or coerce public employees in their exercise of rights under §202 of the Taylor Law by conditioning membership in good standing upon the payment of agency fee monies for the four-month period in which CSA's agency fee privileges were forfeited;
2. will not refuse to extend to Vilma Louise Marston good-standing membership status.

... COUNCIL OF SUPERVISORS AND ADMINISTRATORS ...

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

#2B-1/12/84

BOARD DECISION

In the Matter of

AND

STATE OF NEW YORK (INSURANCE
DEPARTMENT LIQUIDATION BUREAU),

ORDER

Employer,

-and-

Case No. C-2493

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO,

Petitioner.

In the Matter of

STATE OF NEW YORK (INSURANCE
DEPARTMENT LIQUIDATION BUREAU),

Respondent,

-and-

Case No. U-6544

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000, AFSCME, AFL-CIO,

Charging Party.

JOSEPH M. BRESS, ESQ. (ROBERT E. WATERS, ESQ., of
Counsel), for the State of New York

GRAUBARD, MOSKOVITZ, McGOLDRICK, DANNETT &
HOROWITZ, ESQS. (ROBERT I. GOSSEEN, ESQ., of
Counsel), for Insurance Department Liquidation Bureau

ROEMER AND FEATHERSTONHAUGH, ESQS. (PAULINE ROGERS
KINSELLA, ESQ., of Counsel), for CSEA

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The petition herein (C-2493) was filed by the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) to represent the employees of the Liquidation Bureau of the New York State Insurance Department. Both the State of New York (State) and the Liquidation Bureau (Bureau) opposed the petition on the ground that the Bureau is not a public employer, and therefore neither it nor its employees are covered by the Taylor Law. On a record that consists of documents submitted by the parties, the Director of Public Employment Practices and Representation (Director) determined that the Bureau is not a public employer, and he dismissed the petition.

The charge herein (U-6544) alleges that the Bureau threatened and then fired an employee because he exercised rights protected by the Taylor Law. The State and the Bureau argued that the charge, like the petition, should be dismissed because the employment relationship was not covered by the Taylor Law. On the same record that was before him in the representation case, the Director also dismissed the charge on the ground that the Bureau is not a public employer. Both matters now come to us on the exceptions of CSEA, and we have consolidated them for decision.

FACTS

Prior to 1909 the affairs of insolvent insurance companies were handled by court-appointed receivers. The

State Legislature then directed the Superintendent of Insurance (Superintendent) to take possession of insolvent insurance companies, to attempt to rehabilitate them or, failing to do so, to liquidate them, and it made that responsibility exclusively his.^{1/}

In the early years this rehabilitation and liquidation function was performed by a few employees of the Superintendent who directed the employees of the insolvent insurance companies. Gradually, however, the Superintendent has employed a full-time staff to assist him in this responsibility and it has grown to about 350 employees.^{2/} These employees are not covered by the rules or procedures of the Civil Service Department but they are covered by the State Employees Retirement System. The Bureau has acted as though it believed its employees to be covered by the National Labor Relations Act and Fair

^{1/}L. 1909, c. 300. Among other things, that statute authorized the Superintendent to employ staff to assist him in this function and to compensate such employees at a rate to be fixed by himself, approved by the Court, and paid out of the funds of the insurance companies he possesses. This procedure is still in effect and the first statutory reference to those employees as the liquidation bureau is in L. 1910, c. 45.

^{2/}This does not include persons employed by insolvent insurance companies which the Superintendent is rehabilitating or liquidating. They are not included in the petition herein.

Labor Standards Act.^{3/} A regional director of the National Labor Relations Board has determined, however, that the employees are not covered by the National Labor Relations Act in that they are employees of a political subdivision of New York State.

DISCUSSION

The Director determined that the Superintendent acts in a nongovernmental capacity when he functions as receiver of insolvent insurance companies. The Director has found support for this position in Matter of Kinney, 257 App. Div. 496 (3d Dept., 1939), affirmed without opinion 281 NY 840 (1939). The issue before the Court concerned eligibility for unemployment benefits under the State Unemployment Insurance Law. That decision holds that the Superintendent, as rehabilitator and liquidator of insurance companies, merely stands in the shoes of a court-appointed receiver, and that the employees who assist him in the performance of this function are therefore eligible for unemployment insurance benefits, unlike State employees at that time. The Civil Service Department has relied upon the reasoning of that decision in determining that it has no jurisdiction over the employees of the Bureau.

^{3/}In June 1982 it prepared and issued a set of "Guidelines for Supervisors in Union Organizing Campaigns" which referred to applicable provisions and interpretations of the National Labor Relations Act.

CSEA argues that the Kinney case is distinguishable on its facts and on the applicable statutory law. It notes that there was no evidence in Kinney that the Superintendent had actually employed a staff of permanent employees to perform his liquidation and rehabilitation responsibilities at the time of the Kinney case, and that Mr. Kinney was an employee of the insurance company being liquidated, and not of the Superintendent, when his employment was terminated. It also contends that different policies underlie the Unemployment Insurance Law and the Taylor Law, making the Kinney case inapplicable here.

CSEA, for its part, relies upon Union Bank of Brooklyn, 176 App. Div. 477 (2d Dept., 1917). It concerns the power of the Superintendent of Banks to sell the assets of a bank he controlled as a liquidator under the State Banking Law. The court held that he functioned under that statute as a State officer and had the power in question. Banking Law §606, which authorizes the Superintendent of Banks to take possession of a bank without court authorization, gives the Superintendent of Banks broader statutory authority than the Insurance Law gives to the Superintendent of Insurance.

Having reviewed the record before us and considered the written and oral arguments of the parties, we do not agree with the decision of the Director. In our view, when the Superintendent takes possession of insolvent insurance

companies pursuant to his exclusive mandate under the State Insurance Law, he acts as an officer of the State performing a public function. The State Legislature has recognized (in L. 1909, c. 300 and the amendments thereto) that there is a public interest in the rehabilitation and liquidation of insolvent insurance companies, and it has assigned that responsibility to the Superintendent, an officer of the State who holds office by virtue of appointment by the Governor with the advice and consent of the Senate. As such, he is politically accountable for the performance of this duty as he is in all other areas of his authority. Such political accountability is a controlling attribute of a public employer within the meaning of the Taylor Law. Accordingly, the Bureau is but a part of a public employer within the meaning of §201.6(a)(i) of the Taylor Law, and those persons employed by the Superintendent to work in the Bureau are, like all other persons employed in the service of the Superintendent, covered by §201.7(a) of the Taylor Law.^{4/}

^{4/}Even if we did not conclude that the Superintendent was acting as an officer of the State when he functions as a receiver of insolvent insurance companies, we would still find him to be covered by the Taylor Law. His liquidation and rehabilitation of insurance companies would, in any event, constitute an exercise of governmental powers under the laws of the State and he, being a public officer who has been given exclusive authority to exercise those powers, would be an instrumentality of government. This would make him a public employer under the terms of §201.6(a)(vi) of the Taylor Law.

We are not persuaded by the argument of the State and the Bureau that the Kinney decision compels a contrary conclusion. As argued by CSEA, the facts in that case are distinguishable from those before us. Furthermore, it was rendered long before the enactment of the Taylor Law and the broad definition of public employer that statute contains.

We are not persuaded that the rationale of the Kinney decision is dispositive of the Taylor Law question presented to us. Nor do we believe that, as argued by the State and the Bureau, the reasoning of the Court of Appeals in New York Public Library v. PERB, 37 NY2d 752, 8 PERB ¶7013 (1975), is inconsistent with our conclusion here. In that case, the Court held that a library operated by a self-perpetuating Board of Trustees pursuant to a contract with the City of New York was not "unequivocally or substantially public." Those facts are far different from the exercise of a responsibility by a member of the cabinet of the Governor of the State which was assigned to him exclusively by the State Legislature.

Finally, we reject the positions of the State and the Bureau that the Bureau is in the private sector because it operates insurance businesses which compete with other insurance businesses while employing persons whose work assignments are unique to the insurance business and who lack various indicia of public employment such as coverage by civil service rules. The State has been in the insurance business, on its own, since creating the State Insurance

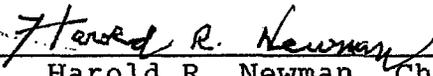
Fund in 1914. That agency is an insurance company which, like the companies possessed by the Superintendent, competes with insurance businesses. Moreover, like the insurance companies possessed by the Superintendent, the operating expenses of the State Insurance Fund are met from its business earnings.

While, unlike the employees of the Bureau, the State Insurance Fund's employees are covered by the rules of the Civil Service Department, we do not regard the distinction as compelling. Such coverage is not an essential element of Taylor Law jurisdiction. Thus, for example, employees of the State Judiciary and the State Division of Military and Naval Affairs as well as CETA employees have been held to come under the Taylor Law even though they were not covered by Civil Service rules. McCoy v. Helsby, 28 NY2d 790, 4 PERB ¶7007 (1971); State of N.Y. (DMNA), 16 PERB ¶3016 (1983), confirmed State of NY v. PERB, Sup. Ct. Albany Co. (1983), 16 PERB ¶7028 (Albany County, 1983), Somers Central School District, 12 PERB ¶3068 (1979).

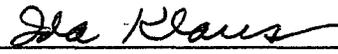
Accordingly, we reverse the decisions of the Director in both C-2493 and U-6544 and remand both matters to him for further proceedings. The representation case is remanded for the resolution of disputes concerning representation status under subdivisions 1 and 2 of §207 of the Taylor Law. The improper practice charge is remanded for a determination whether there is evidence to support the charge.

NOW, THEREFORE, WE ORDER that Case Nos. C-2493 and
U-6544 be remanded to the Director for
further proceedings consistent with
this decision.

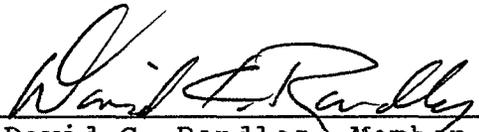
DATED: January 12, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-1/12/84

In the Matter of the
ROME TEACHERS ASSOCIATION

CASE NO. D-0232

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

BOARD DECISION AND ORDER

This matter comes to us on the application of the Rome Teachers Association (Association) for restoration of the dues and agency shop fee deduction privileges afforded under §208 of the Civil Service Law. The Association's privileges had been suspended indefinitely by an order of this Board dated May 11, 1982. At that time, we determined that the Association had violated CSL §210.1 by engaging in a strike against the Rome City School District on January 18, 19, 20, 21, 22, 25, 26 and 27, 1982. We suspended its dues and agency shop fee deduction privileges indefinitely, and provided the Association with an opportunity to reapply for the full restoration of such privileges at any time on or after May 19, 1983. The application was to be on notice to all interested parties, supported by proof of good faith compliance with CSL §210.1

since the dates of the violation found and, as required by CSL §210.3(g), accompanied by an affirmation that the Association no longer asserts the right to strike.

The Association has submitted an affirmation that it does not assert the right to strike against any government, and we have ascertained, after investigation,^{1/} that it has not engaged in, caused, instigated, encouraged, condoned or threatened to strike against the Rome City School District since the dates of the above-stated violation.

^{1/} In the course of our investigation, we were advised that the Association entered into an arrangement with a federal credit union, in return for an administrative fee paid by the Association to the credit union, under which the credit union, upon an individual teacher's voluntary authorization, would transmit to the Association an amount equivalent to the employee's membership dues. The credit union obtained that money, in whole or in part, by way of teacher-authorized payroll deductions which were transmitted to it by the District pursuant to a preexisting system of credit union payroll deductions.

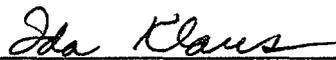
Upon consideration, we have concluded that our dues deduction suspension order was not violated by this arrangement since it does not constitute "membership dues deduction" within the meaning of §§201.2(a) and 208.1(b) of the Taylor Law.

NOW, THEREFORE, WE ORDER that the indefinite suspension
of the dues and agency shop fee
deduction privileges of the Rome
Teachers Association be, and it hereby
is, terminated.

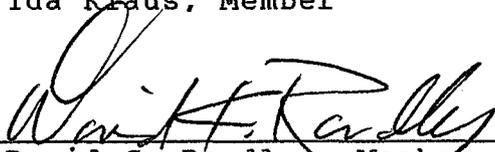
DATED: January 12, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2D-1/12/84

In the Matter of

EAST RAMAPO CENTRAL SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-6169

EAST RAMAPO TEACHERS ASSOCIATION,

Charging Party.

GREENBERG & WANDERMAN, ESQS. (CARL L. WANDERMAN, ESQ.,
of Counsel), for Respondent

ROWLEY, FORREST & O'DONNELL, P.C. (RICHARD R. ROWLEY,
ESQ., and ROBERT S. HITE, ESQ., of Counsel), for
Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of both the East Ramapo Central School District (District) and East Ramapo Teachers Association (Association) to the hearing officer's decision in which she concluded that the District violated §209-a.1(d) of the Act (1) by increasing the work load of its teachers for their first workday of the 1982-83 school year and (2) by refusing the request to negotiate the impact of its alteration of the school calendar.

In past years, teachers had spent their first workday and half the second preparing for the beginning of student instruction. For the 1982-83 school year, however, the

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District eliminated the half day of teacher preparation time on the second workday. The Association demanded negotiations on the impact of this change and the District admitted that it had not responded.

The District contends that the hearing officer should have dismissed the charge on the ground that there is no evidence that its unilateral action increased the working time or the work load of the teachers. It points to the hearing officer's findings that it did not require the teachers to work past the end of the school day of either their first or second workday and that

[T]here is no evidence that the District required the high level of task performance and completion provided, apparently, by at least some teachers While the District has not discouraged this activity, its acquiescence does not transform a voluntary action into a District performance requirement.

For its part, the Association argues that the hearing officer erred in not finding that the District required the performance of 26 specific tasks, the satisfactory completion of which could not have been achieved in one day without working beyond the end of the first workday.

A review of the record reveals insufficient evidence to establish that the teachers were obligated to perform all of the alleged specific preparatory tasks prior to the first full day of student attendance. The evidence indicates that the teachers performed those activities, which, in their judgment and experience, they believed the District expected

of them in order to fulfill their professional responsibilities. Although some teachers were told what to do to prepare for classes, the record does not establish that the duties they were instructed to perform would have required them to work beyond the end of the school day.

Therefore, we affirm the hearing officer's findings that the first and second workdays were not lengthened by the District, that all of the preparatory tasks did not have to be accomplished prior to the first full day of instruction, and that there was no evidence that the District required the high level of task performance and completion provided by some teachers. Accordingly, we dismiss the exceptions of the Association.

Based upon these findings, we do not conclude, as the hearing officer did, that the teachers' work load was increased merely because a half day was lost to them for preparatory activities. The unilateral increase in student contact hours does not itself constitute an improper practice under circumstances where the length of working time within the workday has not changed. Wyandanch UFSD, 16 PERB ¶3012 (1983), and Suffolk County BOCES, 16 PERB ¶3097 (1983). Accordingly, we reverse the determination of the hearing officer that the District violated §209-a.1(d) of the Taylor Law by unilaterally increasing the work load of its teachers.

We affirm, however, the hearing officer's determination that the District refused to negotiate the impact of its unilateral change, rejecting its contention that no negotiations were required because there was no impact. We observe that the confusion as to what was expected of the teachers illustrates the need to clarify and negotiate the impact of the change. The principle is well established, moreover, that where faced with a proper impact demand, a public employer that changes procedures may not decide unilaterally that there was no impact. Accordingly, by refusing to consider the Association's request, the District violated its duty to negotiate in good faith. City of Watertown, 10 PERB ¶3008 (1977), and North Babylon UFSD, 7 PERB ¶3027 (1974).

NOW, THEREFORE, WE ORDER that the specification of the charge alleging a unilateral change in the teachers' work load be, and it hereby is, dismissed.

FURTHER, WE ORDER the East Ramapo Central School

District to:

1. Negotiate in good faith with the East Ramapo Teachers Association concerning the impact of the change in the schedule of the teachers' second workday;

2. Sign and post a notice in the form attached at all locations normally used for communications to unit employees.

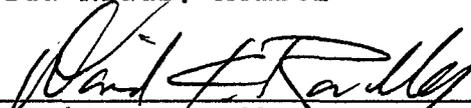
DATED: January 12, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

APPENDIX

NOTICE TO ALL EMPLOYEES

PURSUANT TO

THE DECISION AND ORDER OF THE

NEW YORK STATE

PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE

PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify employees in the unit represented by the East Ramapo Teachers Association that the East Ramapo Central School District will negotiate in good faith with the Association concerning the impact of the change in the schedule of the teachers' second workday.

East Ramapo 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

In the Matter of

#3A-1/12/84

ELBA CENTRAL SCHOOL DISTRICT,

Employer.

-and-

CASE NO. C-2693

GENERAL SERVICE EMPLOYEES UNION, LOCAL
200, SERVICE EMPLOYEES' INTERNATIONAL UNION,
AFL-CIO, CLC,

Petitioner,

-and-

ELBA NON-TEACHING 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 Elba Non-Teaching 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.

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF HAMBURG,

#3B-1/12/84

Employer,

-and-

CASE NO. C-2660

CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000; AFSCME, 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 Civil Service Employees Association, Local 1000, AFSCME, 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: Clerk, clerk/typist, senior clerk/typist, clerk stenographer, account clerk/typist, account clerk book-keeping machine operator, assessment clerk, telephone operator, senior engineering assistant, principal

engineering assistant, draftsman,
youth counselor, program coordinator,
recreation supervisor (senior
citizens), recreation attendant,
assistant facility manager, assistant
building inspector, senior account
clerk (highway).

Excluded: Clerk stenographer (personnel), all
part-time and seasonal employees, and
all other employees.

Further, IT IS ORDERED that the above named public employer
shall negotiate collectively with the Civil Service Employees
Association, Local 1000, AFSCME, AFL-CIO and enter into a written
agreement with such employee organization with regard to terms
and conditions of employment of the employees in the unit found
appropriate, and shall negotiate collectively with such employee
organization in the determination of, and administration of,
grievances of such employees.

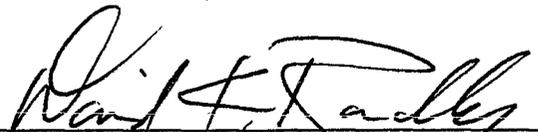
DATED: January 12, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
ELMIRA CITY SCHOOL DISTRICT,
Employer.

#3C-1/12/84

-and-

CASE NO. C-2689

ELMIRA BUS DRIVERS' ASSOCIATION, NEA-NY/NEA,
Petitioner.

-and-

COMMUNICATION WORKERS OF AMERICA, LOCAL #1111,
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 Communication Workers of America, Local #1111 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.

8748

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#3D-1/12/84

MONTICELLO CENTRAL SCHOOL DISTRICT,

Employer.

-and-

CASE NO. C-2703

SCHOOL AND LIBRARY EMPLOYEES UNION, LOCAL
NO. 74, SERVICE EMPLOYEES INTERNATIONAL
UNION, 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 School and Library Employees Union, Local No. 74, Service Employees International Union, 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.

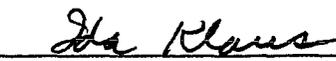
Unit: Included: All regular full-time computer aides, teacher aides, library aides/clerks, special education aides and guidance aides employed by the employer in its schools.

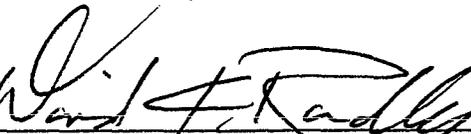
Excluded: All teacher assistants,
psychological testing assistants
and all other employees of the
employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the School and Library Employees Union, Local No. 74, Service Employees International Union, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: January 12, 1984
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member