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3-9-1984

State of New York Public Employment Relations Board Decisions from March 9, 1984

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from March 9, 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
TOWN OF SMITHTOWN,

#2A-3/9/84

Respondent,

-and-

CASE NO. U-5840

LOCAL 342, LONG ISLAND PUBLIC SERVICE
EMPLOYEES, UNITED MARINE DIVISION,
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO,

Charging Party.

KIMMELL & ZISKIN, ESQS. (ROBERT M. ZISKIN, ESQ.,
of Counsel), for Respondent

GOLDSTEIN & RUBINTON, ESQS. (PETER D. RUBINTON,
ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Local 342, Long Island Public Service Employees, United Marine Division, International Longshoremen's Association, AFL-CIO (Local 342) to a hearing officer's decision dismissing its charge that the Town of Smithtown (Town) eliminated the position of Francis J. Mooney because of

his activities as shop steward and negotiator on behalf of Local 342. The hearing officer found that Mooney's position was eliminated by the Town Board along with 18 other positions when the Town Board prepared the Town's budget for 1982. Of the 19 positions eliminated, 5 had been filled by full-time employees. The others had been filled by part-time employees or had been vacant.

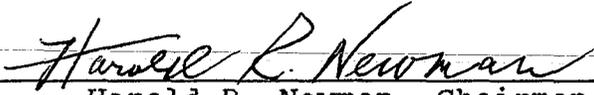
The hearing officer found nothing in the record to support an allegation of improper motivation for the Town Board's action other than speculation and conjecture, especially in view of the Town Board's simultaneous action of eliminating other positions in order to cut the Town's budget. He therefore dismissed the charge on the ground that the evidence does not establish improper motivation.

Local 342's exceptions make conclusory allegations that the hearing officer's determinations are in error, but it does not identify anything in the record to support this position. Having reviewed the record, we find that it supports the determination of the hearing officer.

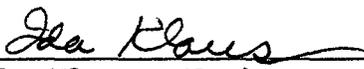
ACCORDINGLY, WE AFFIRM the decision of the hearing officer, and

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

DATED: March 9, 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
VILLAGE OF GENESEO,

#2B-3/9/84

Employer/Petitioner.

-and-

CASE NO. CP-026

GENESEO POLICE ASSOCIATION, COUNCIL 82,
AFSCME, AFL-CIO,

Intervenor.

BOARD DECISION ON MOTION

This matter comes to us on a motion made by the Geneseo Police Association, Council 82, AFSCME, AFL-CIO (Association) pursuant to §201.9(c)(3) of our Rules of Procedure for permission to appeal an interlocutory ruling of the Administrative Law Judge in this matter.^{1/} The Administrative Law Judge had denied a motion of the Association to dismiss the petition of the Village of Geneseo that the unit represented by the Association be clarified by removing therefrom the position of Deputy Chief of Police.

^{1/}Section 201.9(c)(3) provides:

Unless expressly authorized by the Board, rulings by the Director or by an administrative law judge shall not be appealed directly to the Board, but shall be considered by the Board when it considers such exceptions to the decision of the Director as may be filed.

A motion to the Board for permission to appeal an interlocutory ruling of an Administrative Law Judge will be granted only under unusual circumstances. No unusual circumstances have been shown to exist in the instant proceeding.

ACCORDINGLY, WE ORDER that the motion herein be, and it hereby is, denied.

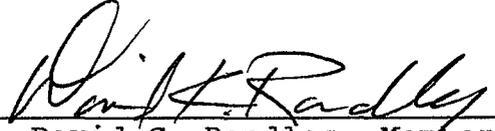
DATED: March 9, 1984
Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#2C-3/9/84

In the Matter of
UTICA CITY SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-6945

UTICA ADMINISTRATORS ASSOCIATION,
Charging Party.

RAY AND LaFACHE, P.C. (ANTHONY J. LaFACHE, ESQ.,
of Counsel), for Respondent

HINMAN, STRAUB, PIGORS & MANNING, P.C. (CLAUDIA
R. MCKENNA, ESQ., of Counsel), for Charging
Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Utica City School District (District) to the determination of an Administrative Law Judge^{1/} that it violated §209-a.1(e) of the Taylor Law by refusing to comply with the terms of an expired collective bargaining agreement that it had concluded with the Utica Administrators Association. The Administrative Law Judge found that the District had refused to pay salary increases which the salary schedule of the

^{1/}Until December 5, 1983, the staff personnel of this Board who conducted hearings under §204.7 of our Rules of Procedure were called Hearing Officers. On that date, the staff title was changed to Administrative Law Judge.

expired agreement declared to be payable by virtue of seniority.

The relevant provisions of the parties' agreement, which expired on June 30, 1983, is a salary schedule which provides that an employee's salary would increase as the employee accrued more seniority. The District acknowledges that it did not pay these salary increases on and after July 1, 1983, at a time when no new collective bargaining agreement had been negotiated. The Administrative Law Judge determined that our decision in Cobleskill Central School District, 16 PERB ¶3057 (1983), aff'd Cobleskill Central School District v. Newman, not officially reported, 16 PERB ¶7023 (Supreme Court, Albany County, 1983), covers the material facts herein and indicates that the District's conduct is violative of §209-a.1(e) of the Taylor Law.

The District asserts that the salary schedule had been intended by the parties to expire with the agreement on June 30, 1983. To support this assertion, however, it relies on nothing more than the expiration of the agreement and the absence of a continuation of benefits clause. This argument would apply to all the obligations set forth in the expired agreement and would thus render §209-a.1(e) null. Accordingly, we determine that it is inconsistent with the statute.

The District also argues that our Cobleskill decision is wrong and should be overruled. We are not so persuaded by the District's arguments.

Accordingly, for the reasons set forth in Cobleskill, we determine that the District violated §209-a.1(e) of the Taylor Law.

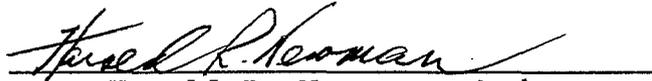
NOW, THEREFORE, WE AFFIRM the decision of the
Administrative Law Judge, and

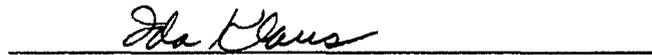
WE ORDER the District:

1. To pay to each of the unit employees who was improperly denied a salary increase on July 1, 1983, a sum equal to the difference between the salary actually paid to the employee to date and the salary that would have been paid to the employee to date had the employee been advanced to the next salary level upon the completion of an additional year of service and paid accordingly under the 1982-83 salary schedule, with interest at the legal rate.
2. To cease and desist immediately from refusing to pay unit employees in accordance with the salary schedule contained in an expired agreement until a successor agreement is negotiated.
3. To sign and post a notice in the form attached in every building in which a

unit employee works at every location
ordinarily used to post notice of
information to unit employees.

DATED: March 9, 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 all employees in the unit represented by the Utica Administrators Association that the Utica City School District:

1. Will pay to each of the unit employees who was improperly denied a salary increase on July 1, 1983, a sum equal to the difference between the salary actually paid to the employee to date and the salary that would have been paid to the employee to date had the employee been advanced to the next salary level upon the completion of an additional year of service and paid accordingly under the 1982-83 salary schedule, with interest at the legal rate.
2. Will not refuse to pay unit employees in accordance with the salary schedule contained in an expired agreement until a successor agreement is negotiated.

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

#2D-3/9/84

UNITED FEDERATION OF TEACHERS,
LOCAL 2, AFT, AFL-CIO,

Respondent,

-and-

CASE NO. U-5758

DONALD J. BARNETT,

Charging Party.

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

DONALD J. BARNETT, pro se

BOARD DECISION AND ORDER

The charge herein was brought by Donald J. Barnett on November 9, 1981. He complains that the United Federation of Teachers, Local 2, AFT, AFL-CIO (UFT) coerced him in the exercise of his right not to join or participate in it by failing to provide him with free subscriptions to four publications which were financed in part by his agency shop fees. The publications are New York Teacher, published by New York State United Teachers, UFT's state affiliate, American Educator and American Teacher, published by American Federation of Teachers, UFT's national affiliate, and UFT Bulletin, published by UFT itself. UFT Bulletin was

not provided by a separate subscription but was an insert in New York Teacher.^{1/}

The hearing officer dismissed the charge on April 22, 1982, saying that receipt of union publications "does not represent the type of benefit reasonably likely to influence a membership decision and, therefore, the restricted distribution does not itself violate the Act." UFT (Barnett), 15 PERB ¶4544. We reversed that decision on October 28, 1982, and remanded the matter to the hearing officer. Our reason was that the record was inadequate in that it did not contain a representative sampling of the publications and, therefore, we could not determine whether they constitute a benefit that would be reasonably likely to influence a membership decision (15 PERB ¶3112). We also sought information regarding the costs occasioned by the publications so as to ascertain whether they imposed an unreasonable burden upon agency shop fee payers.

Upon remand, the hearing officer obtained a number of copies of the four publications from the parties and ascertained their production costs. He then scrutinized the publications and, once again, concluded that they do not

^{1/}The charge refers to three publications, treating UFT Bulletin and American Teacher as one.

constitute the type of benefit reasonably likely to influence a membership decision. In doing so, he determined that they do not constitute a substantial economic benefit to unit employees, that the content of the American Educator and American Teacher was not job related, and that while the New York Teacher and UFT Bulletin did have job-related content, Barnett was not prejudiced by not receiving them by free subscription.

The matter now comes to us on Barnett's exceptions in support of which he makes the following arguments.

1. The publications constitute both a job-related and a substantial economic benefit in that:
 - a. they contain information about job-related opportunities,
 - b. they list union services,
 - c. advertisements contained therein list valuable services by outside parties, and
 - d. they contain articles of general interest.
2. The hearing officer erred in finding that the publications have been mailed to nonmembers since December 1982 and UFT had made them available to agency shop fee payers before that date.
3. The hearing officer's finding that Barnett received a full refund of his agency shop fee for 1980-81 and that his application for a refund for

1981-82 was pending when he issued his decision is irrelevant because receipt of the publications by subscription is a substantial economic benefit which UFT must provide nondiscriminatorily to all unit employees, and its failure to do so cannot be cured by a refund.

4. The hearing officer understated publication costs; his decision does not reflect the salaries and expenses of the publications' staffs but only actual production costs.^{2/}

^{2/}In addition to his substantive arguments, Barnett contends that the hearing officer erred by taking documentary evidence instead of holding a hearing and that our staff did not give him sufficient time to file exceptions and a response to UFT's cross-exceptions. We find no basis for these contentions. The record reveals that Barnett was given full opportunity to present whatever evidence he deemed relevant, that he availed himself of that opportunity and that he never sought a hearing. It also reveals that our staff was more than generous in granting Barnett extensions of time to file his exceptions and a response to UFT's cross-exceptions.

Barnett has also urged us to reject UFT's cross-exceptions on the ground that they were not served upon him by mail as required by our Rules of Procedure and as indicated in UFT's affidavit of service. We addressed this issue at our meeting of December 22, 1983, and agreed to accept the cross-exceptions. Our investigation revealed that the cross-exceptions were timely served upon Barnett by United Parcel Service rather than by mail. Our reason for accepting the cross-exceptions was that UFT's double error of sending them by United Parcel Service and stating in an affidavit that they were sent by mail three days earlier did not prejudice Barnett. Barnett's subsequent letters give us no reason to reconsider this position.

Having reviewed the record, we affirm the decision of the hearing officer. He correctly focused on whether receipt of the subscriptions is either a substantial economic or job-related benefit to unit employees. In UUP (Eson), 12 PERB ¶4560 (1979), rev'd, 12 PERB ¶3117 (1979), conf'd, 80 A.D.2d 23, 14 PERB ¶7011, (3d Dept. 1981), lv. to app. denied, 54 N.Y.2d 611, 14 PERB ¶7026 (1981), we determined that a union violated the Taylor Law by furnishing insurance policies financed out of its general funds to its members but not to agency shop fee payers. The basis of our determination was that the insurance policies were a substantial economic benefit. In UFT (Barnett), 14 PERB ¶3017 (1981), we determined that a union violated the Taylor Law by furnishing representation in appeals from unsatisfactory performance ratings to members but not to other unit employees. The basis of that determination was that such representation was significantly job-related.

Applying this analysis, the hearing officer properly found that the advertisements and articles of general interest in the four publications are not job-related and do not constitute matters of substantial economic benefit to the unit employees. He next found that the American

Educator and the American Teacher do not contain any information which is either of a substantial economic benefit to the employees or is job related. He did find that the New York Teacher and UFT Bulletin both list union services and contain information about job-related opportunities. However, he distinguished the value of these listings and information from the value of insurance coverage and representation in unsatisfactory performance rating appeals. The latter, he found, were direct benefits in themselves, while the publications are merely a source of information as to where financial and job-related opportunities might be obtained.

The essential question raised by the charge is whether UFT discriminated against Barnett by withholding the published information from him. We agree with the hearing officer that it did not withhold the information from him. The record shows that UFT has been mailing subscriptions to nonmembers since December 1982, which is when it first succeeded in obtaining the addresses of agency shop fee payers from the employer. The record further shows that prior to that time, and throughout the period covered by the charge, UFT distributed extra copies to shop stewards at each school to be made available to persons who wished

to read them. On these facts, we conclude that UFT made reasonable and appropriate efforts to supply Barnett with the information contained in the publications. These efforts constituted an effective, nondiscriminatory alternative method to the direct mailing by subscription.

We affirm the hearing officer's conclusion that the cost of the publications is irrelevant to the charge herein. That data would have been relevant if we had not found that UFT had provided Barnett with the relevant information contained in New York Teacher and UFT Bulletin by methods that constituted an effective nondiscriminatory alternative to free subscriptions to the publications. Having so found, however, we deem Barnett's allegation that the hearing officer understated the production costs of the publication, albeit correct, is of no consequence because he shared in the benefits that may have flowed from the issuance of the publications. The only costs that did not directly benefit Barnett were the mailing costs, and, as we have held, they are not a substantial economic benefit.^{3/}

^{3/}Accordingly, all that is left of the charge is, as the hearing officer found, a complaint going to the adequacy of the refund, and we find that the hearing officer's findings on this matter were relevant and correct. Those findings show that UFT's refund procedure deals with the question of the extent to which the production and distribution costs of the publications are refundable.

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

DATED: March 9, 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
CITY OF CORNING,

#2E-3/9/84

Employer,

-and-

CASE NO. C-2599

CORNING FIRE DEPARTMENT DISPATCHERS
ASSOCIATION,

Petitioner.

In the Matter of
CITY OF CORNING,

Respondent,

-and-

CASE NO. U-6737

CORNING FIRE DEPARTMENT DISPATCHERS
ASSOCIATION,

Charging Party.

PAUL S. MAYO, for Charging Party and Petitioner

EDWIN J. CARPENTER, JR., Esq., for Respondent and
Employer

BOARD DECISION AND ORDER

The charge herein (U-6737) alleges a violation of §209-a.1(c) of the Taylor Law by the City of Corning (City) in that it discharged all the dispatchers it employed because of the organization of the Corning Fire Department Dispatchers Association (Union). The hearing officer dismissed the charge on the ground that the Union failed to establish that the City knew of the existence of the Union

or of the organizational activities of the dispatchers when it notified them of their discharge.

The petition herein (C-2599) is for certification of the Union as the representative of the dispatchers. It was dismissed because there were no longer any dispatchers employed by the City.

Both matters come before us on exceptions of the Union to the hearing officer's finding that the City lacked knowledge of the dispatchers' organizational activities and his failure to conclude that the discharges were in retaliation for such activities. The Union asserts that the dispatchers should have been reinstated with back-pay and that it should thereafter be certified to represent them.

We now consolidate these matters for decision.

During the early months of 1983, Norman Stull, a dispatcher for the Corning Fire Department, began organizing his fellow dispatchers who were sympathetic to the formation of a union. Because of his discharge from the Fire Department in 1980 for engaging in similar activities,^{1/} Stull conducted his efforts in secret

^{1/}Stull was reinstated to his job with back-pay by order of a PERB hearing officer. City of Corning, 13 PERB ¶4522 (1980).

and with great caution. On March 9, 1983, the newly formed Union sent a letter to the Mayor of the City requesting recognition. The Mayor did not respond to the request and a petition for certification was, thereafter, filed with PERB.

Sometime before March 9, 1983, the Mayor directed the Fire Chief to dismiss the dispatchers. By letter dated March 9, 1983, the Fire Chief notified all of the dispatchers that they were terminated effective April 1, 1983. The notices explained that their positions were going to be "reclassified" and a Civil Service examination was thereby necessitated and that, for "economic reasons," the City would not alter its decision.

The record affords no basis for concluding that either the Mayor or the Fire Chief knew of the activities of the Union on March 9, 1983 or prior thereto, and no such knowledge can be inferred notwithstanding the small size of the department.^{2/} The Union asserts that the Fire Chief's explanation of the discharges was pretextual in that State Law provides that the dispatchers could have been "grandfathered" into the new classification in lieu of an

^{2/}The clandestine nature of the organizational activities necessarily minimizes the value of such an inference and eliminates it entirely in view of credible evidence that secrecy was in fact maintained. See Hadley Mfg. Corp., 108 NLRB 1641, 1650.

examination^{3/} and that the City had a surplus of funds.^{4/} While this suggests strongly that the explanation was pretextual and veils ulterior motivation, absent a showing that the City knew of the organizational activities of the dispatchers, there is no prima facie case indicating that such ulterior motivation was related to the exercise of Taylor Law rights.^{5/} Accordingly, we cannot find a violation of §209-a.1(c) of the Taylor Law by the City with respect to its March 9th action.^{6/}

Since the discharge, which took effect on April 1, 1983, was not shown to be motivated by a design to deprive employees of Taylor Law rights, the dismissal of the

^{3/}The Union cites C.S.L. §50 and the decisions cited by McKinney at notes 4, 5 and 7.

^{4/}At the hearing the Union submitted a financial statement indicating that on June 30, 1982 the City had a surplus of 3.8 million dollars and in its exceptions allege that the surplus is now 5.1 million dollars.

^{5/}The record suggests such alternative ulterior motivations. Moreover, the City's action of March 11, 1983 advancing the date of the discharge, which we find to be related to knowledge of the organizational activities, supports the proposition that it had no such knowledge before that date.

^{6/}City of Albany, 4 PERB ¶3056 (1971); City of Buffalo, 14 PERB ¶3094 (1981).

petition for certification must be affirmed, there no longer being any dispatchers employed by the City.

We determine, however, that the hearing officer did not address an allegation in the charge, repeated in the exceptions and supported by the evidence, that on March 11, 1983, the City improperly advanced the effective date of the discharge of the dispatchers. The Fire Chief testified that he first learned of the Union on March 10, 1983, and, on March 11, 1983, ordered that the dispatchers be notified by telephone that they were discharged effective 4:00 p.m. that afternoon. Improper motivations for this action may be inferred from the timing of the advance of the discharge date, following so closely on the heels of the Chief's acquisition of knowledge of the Union's activities,^{7/} from the prior discharge of Stull for engaging in similar organizational activities,^{8/} and from the absence of any explanation for the acceleration of the discharge date.^{9/} Indeed, the only known variable between the March 9th

^{7/}Half Hollow Hills Community Library, 6 PERB ¶3043 (1973); Village of Wayland, 9 PERB ¶4541, aff'd 9 PERB ¶3084 (1976), conf'd o.g. 61 AD2d 74, 11 PERB ¶7004 (3rd Dept. 1978).

^{8/}See footnote 1 supra.

^{9/}Town of Newark Valley, et al., 16 PERB ¶3102 (1983).

termination notices effective April 1st and the March 11th acceleration effective that afternoon was that the Fire Chief learned of the dispatchers' organizational activities.

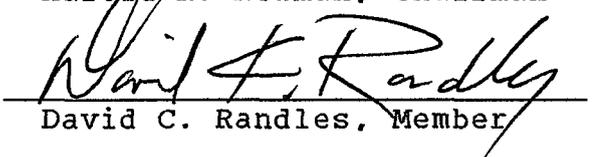
NOW, THEREFORE, WE ORDER:

1. The City of Corning to pay to the discharged dispatchers back pay from 4:00 p.m. March 11, 1983 until April 1, 1983, plus interest at the legal rate, less any other earnings from other employment during that time;
2. The City of Corning to cease and desist from discriminating against any public employee for exercising rights protected by the Taylor Law;
3. The City of Corning to conspicuously post notices in the form attached at all locations ordinarily used to communicate with employees of the Corning Fire Department;
4. That the charge herein be, and it hereby is, dismissed in all other respects; and

5. That the petition herein be, and it
hereby is, dismissed in all respects.

DATED: March 9, 1984
Albany, New York


Harold R. Newman, Chairman


David C. Randles, Member

BOARD MEMBER KLAUS, DISSENTING:

The majority's view of the essence of the improper conduct is, in my opinion, too narrow. Its remedy is thus inadequate. I would find from the course of events, commencing with the March 9 request for recognition, that the March 11 discharge of the entire dispatcher force on clearly pretextual grounds, violated Section 209-a.1(c).

The majority places undue, and perhaps immaterial, evidentiary emphasis on the employer's earlier lack of knowledge. The fact is that the actual March 11 discharge was itself the essential operative act of termination. That act was plainly improper for the reasons stated by the majority in support of their narrow "acceleration" finding.

Accordingly, I would direct the reinstatement of the discharged dispatchers, with back pay from March 11. I would also direct that the petition be processed on the basis of the showing of interest made at the time it was filed.

DATED: March 9, 1984
Albany, New York



Ida Klaus, Member

8891

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 we:

1. Will pay to the discharged dispatchers back pay from 4:00 p.m. March 11, 1983 until April 1, 1983, plus interest at the legal rate, less any other earnings from other employment during that time;
2. Will not discriminate against any public employee for exercising rights protected by the Taylor Law.

..... CITY OF CORNING

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

#2F-3/9/84

In the Matter of the

PLAINVIEW-OLD BETHPAGE CONGRESS OF TEACHERS

BOARD DECISION
AND ORDER

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

CASE NO. D-0228

This matter comes to us on the application of the Plainview-Old Bethpage Congress of Teachers ("PCT") for restoration of the dues and agency shop fee deduction privileges afforded under Section 208 of the Civil Service Law. The PCT's privileges were suspended by an order of this Board dated May 24, 1982. At that time we determined that the PCT had violated CSL §210.1 by engaging in a strike against the Plainview-Old Bethpage Central School District on September 16, October 5, 15, 16, 20, 21, 22, 26 and 30, November 2, 4, 5, 9, 10, 13, 17, 18, 19 and 30 and December 1, 2, 3, 4 and 7, 1981. We ordered that its dues and agency shop fee deduction privileges be suspended indefinitely as of July 1, 1982, provided that the PCT could apply to this Board at any time after January 31, 1984 for the full restoration of such privileges. The application was to be on notice to all interested parties, supported by proof of good faith compliance with CSL §210.1 since the violation found, and accompanied by an affirmation that the PCT no longer asserts the right to strike, as required by CSL §210.3(g).

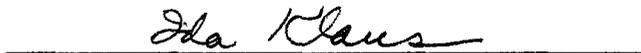
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The PCT has submitted an affirmation that it does not assert the right to strike and we have ascertained that it has not engaged in, caused, instigated, encouraged, condoned or threatened a strike against the Plainview-Old Bethpage Central School District since the above-stated violation.

NOW, THEREFORE, WE ORDER that the indefinite suspension of the dues and agency shop fee deduction privileges of the Plainview-Old Bethpage Congress of Teachers be, and hereby is, terminated.

DATED: March 9, 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

#3A-3/9/84

LETCHEWORTH CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-2696

LETCHEWORTH NON-TEACHING ASSOCIATION,
NEA/NY,

Petitioner,

-and-

CIVIL SERVICE EMPLOYEES 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 Letchworth Non-Teaching Association, NEA/NY 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-teaching employees, including bus drivers, cleaners, custodians, secretaries, teacher aides, grounds labor, garage labor and garage maintenance.

 Excluded: Business manager, senior account clerk, secretary to the superintendent of schools, cafeteria manager, transportation manager, superintendent of buildings and grounds, and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Letchworth Non-Teaching Association, NEA/NY 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.

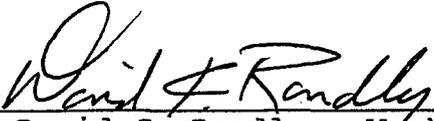
DATED: March 9, 1984
 Albany, New York



Harold R. Newman, Chairman



Ida Klaus, Member



David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

#3B-3/9/84

In the Matter of
NORWICH CENTRAL SCHOOL DISTRICT,
Employer.

-and-

CASE NO. C-2698

NORWICH CITY SCHOOL NON-TEACHING
PERSONNEL, NEA/NY,
Petitioner.

-and-

NORWICH CENTRAL SCHOOLS CIVIL SERVICE
EMPLOYEES ASSOCIATION, LOCAL 1000,
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 Norwich City School Non-Teaching Personnel, NEA/NY 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

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described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All non-certificated personnel except as excluded below.

Excluded: Personnel with managerial and/or confidential responsibility, and/or Superintendent of Buildings and Grounds, School Lunch Manager, Head Bus Driver, Secretary to the Superintendent (Stenographic Secretary), Secretary to the Assistant Superintendent for Business and the Secretary to the Assistant Superintendent for Instruction (Senior Stenographers), Secretaries to the Building Principals (School Secretaries), Secretaries to the Director of Pupil Personnel Services, Director of Library Media Services and Educational Communications and the Director of Physical Education and Athletics, all employees classified as Exempt under the Civil Service Law, and all casual and temporary employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Norwich City School Non-Teaching Personnel, NEA/NY 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: March 9, 1984
Albany, New York

Harold R. Newman

Harold R. Newman, Chairman

Ida Klaus

Ida Klaus, Member

David C. Randles

David C. Randles, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
VILLAGE OF LYONS,

#3C-3/9/84

Employer,

-and-

CASE NO. C-2671

LYONS POLICE ASSOCIATION,

Petitioner,

-and-

TEAMSTERS LOCAL 506,

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 Lyons Police 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.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

EAST RAMAPO CENTRAL SCHOOL DISTRICT,

#3D-3/9/84

Employer.

-and-

CASE NO. C-2683

EAST RAMAPO MAINTENANCE, TRANSPORTATION,
SPECIAL SERVICES AND SECURITY EMPLOYEES
UNION, NEA/NY,

Petitioner.

-and-

EAST RAMAPO SCHOOL UNIT, ROCKLAND
COUNTY LOCAL 844, CSEA, LOCAL 1000,
AFSCME, AFL-CIO,

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 East Ramapo Maintenance, Transportation, Special Services and Security Employees Union, NEA/NY 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

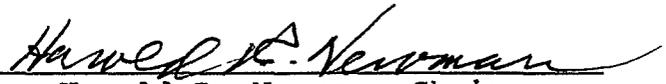
representative for the purpose of collective negotiations and the settlement of grievances.

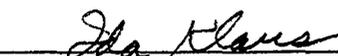
Unit: Included: All permanent and provisional transportation staff personnel, including bus drivers I and II, bus service inspector, clerk-bus driver, mechanics and automotive supervisor, all permanent and provisional maintenance staff personnel, including special services employees, senior duplicating machine operator, school lunch motor equipment operator, and security aides.

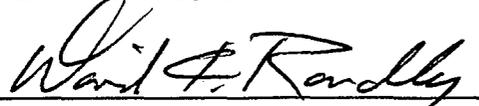
Excluded: Persons employed less than 20 hours per week, persons employed as substitutes, persons employed by voucher or on a temporary basis pursuant to the Civil Service Law and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the East Ramapo Maintenance, Transportation, Special Services and Security Employees Union, NEA/NY 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: March 9, 1984
Albany, New York


Harold R. Newman, Chairman


Ida Klaus, Member


David C. Randles, Member