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4-30-1985

# State of New York Public Employment Relations Board Decisions from April 30, 1985

New York State Public Employment Relations Board

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# State of New York Public Employment Relations Board Decisions from April 30, 1985

**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

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In the Matter of  
SUFFOLK COUNTY,

Respondent,

-and-

CASE NO. U-7682

FACULTY ASSOCIATION OF SUFFOLK  
COUNTY COMMUNITY COLLEGE,

Charging Party.

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GRAY & GARVEY, ESQS., for Respondent

MARTIN FEINBERG, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Faculty Association of Suffolk County Community College (Association) to the decision of an Administrative Law Judge (ALJ) dismissing its charge that Suffolk County (County) violated §209-a.1(e) of the Taylor Law. The alleged violation was the County's refusal to pay increments after the expiration of a collective bargaining agreement to unit employees represented by the Association. The unit consists of the faculty employed by the County at its community college.

The agreement, which expired on August 31, 1984, contained a typical salary grid that, inter alia, related salaries to seniority. It provided, however:

Ten-month base salaries of individuals currently in the faculty of the College shall be determined for the four academic years covered by this Agreement . . . . (emphasis added)

The ALJ determined that this language constituted a sunset provision.<sup>1/</sup> Accordingly, he ruled that the terms of the expired agreement, as extended by operation of law, did not require the payment of increments after its expiration.

The Association argues that the above-quoted language does not constitute a sunset provision. Citing various Board decisions, it contends that a sunset provision must "explicitly and expressly evidence intent to limit the life of a contractual obligation."<sup>2/</sup>

We find that the contract language relied upon by the ALJ clearly and unambiguously expresses the intent of the parties that the salary grid be limited to the four academic

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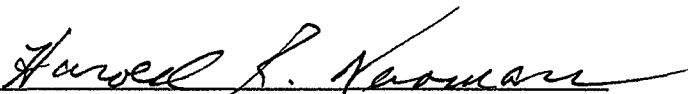
<sup>1/</sup>A sunset provision is one which, pursuant to the parties' agreement, is intended to terminate a substantive benefit specified in the collective bargaining agreement at a specified time or upon specified conditions. Where such termination precedes, or is simultaneous with, the expiration of the agreement itself, the public employer's refusal to continue providing the terminated substantive benefit after the expiration of the collective bargaining agreement, and until a new agreement is negotiated, does not violate §209-a.1(e) of the Taylor Law. Nassau County BOCES, 17 PERB ¶3011 (1984).

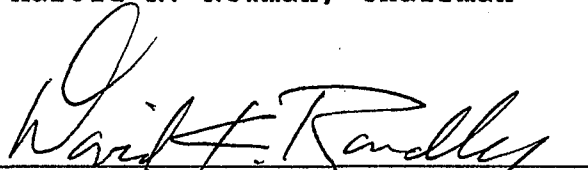
<sup>2/</sup>The Association also complains that the ALJ erred by holding that the law precludes the continuation of benefits specified in an expired agreement unless that agreement contains an explicit continuation of benefits clause. Such a holding would be error, but we find no such holding in the opinion of the ALJ.

years covered by the contract. This, we conclude,  
constitutes an express and explicit sunset clause.

NOW, THEREFORE, WE AFFIRM the findings of fact and  
conclusions of law of the ALJ, and  
WE ORDER that the charge herein be, and  
it hereby is, dismissed.

DATED: April 30, 1985  
Albany, New York

  
Harold R. Newman, Chairman

  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NOS. C-2833  
& C-2834

ONONDAGA COUNTY LOCAL 834, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC., LOCAL 1000,  
AFSCME, AFL-CIO,

Petitioner,

-and-

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF  
AMERICA, LOCAL 317,

Intervenor.

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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 International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 317 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.

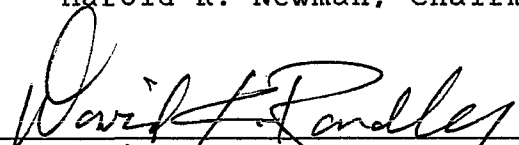
Unit: Included: All full-time and regular part-time bus drivers and school bus attendants.

Excluded: All substitute drivers and attendants and all other employees of the employer.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 317 and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the above unit, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 30, 1985  
Albany, New York

  
Harold R. Newman, Chairman

  
David C. Randles, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of  
TOWN OF TICONDEROGA,

Employer,

-and-

CASE NO. C-2913

LOCAL 200, SEIU, AFL-CIO,

Petitioner.

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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 Local 200, SEIU, 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 full-time employees in the following titles: Police officer and Sergeant.

Excluded: All other employees.



Further, IT IS ORDERED that the above named public employer shall negotiate collectively with Local 200, SEIU, 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 above unit, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: April 30, 1985  
Albany, New York

*Harold R. Newman*

Harold R. Newman, Chairman

*David C. Randles*

David C. Randles, Member