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State of New York Public Employment Relations Board Decisions from December 9, 1986

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from December 9, 1986

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

COLD SPRING HARBOR TEACHERS'
ASSOCIATION,

Respondent,

CASE NO. D-0241

~~upon the Charge of Violation of~~
§210.1 of the Civil Service Law.

BOARD DECISION AND ORDER

On October 16, 1986, Martin L. Barr, this agency's Counsel, filed a charge alleging that the Cold Spring Harbor Teachers' Association (Respondent) had violated Civil Service Law (CSL) §210.1 in that it caused, instigated, encouraged, condoned and engaged in a one-day strike against the Cold Spring Harbor Central School District on September 17, 1986.

The charge further alleged that 117 public employees, constituting the entire negotiating unit, participated in the strike.

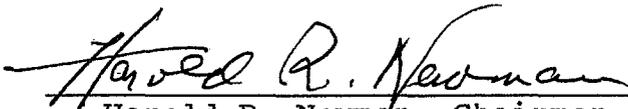
The Respondent filed an answer but thereafter agreed to withdraw it, thus admitting all of the allegations of the charge. The withdrawal was upon the understanding that Counsel would recommend a penalty of loss of 25% of its annual dues and agency shop fee deduction rights.^{1/}

^{1/}This is intended to be the equivalent of 3 months' suspension if the deductions were in equal monthly installments throughout the year. The employer advises that the deductions are made during a period of less than 12 months; i.e., 10 months.

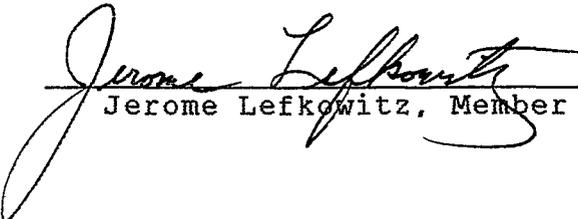
On the basis of the unanswered charge, we find that the Respondent violated CSL §210.1 in that it engaged in a strike as charged, and we determine that the recommended penalty is a reasonable one and will effectuate the policies of the Act.

WE ORDER that the dues and agency shop fee deduction rights of the Cold Spring Harbor Teachers' Association be suspended, commencing on the first practicable date, and continuing for such period of time during which twenty-five percent (25%) of its annual dues and agency shop fees would otherwise be deducted. Thereafter, no dues or agency shop fees shall be deducted on its behalf by the Cold Spring Harbor Central School District until the Respondent affirms that it no longer asserts the right to strike against any government as required by the provisions of CSL §210.3(g).

DATED: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

10691

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CHATEAUGAY CENTRAL SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-8456

CHATEAUGAY TEACHERS ASSOCIATION,

Charging Party.

ARTHUR F. GRISHAM, for Respondent

ROBERT J. ALLEN, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Chateaugay Central School District (District) to a decision of an Administrative Law Judge (ALJ) finding that the District violated §209-a.1(a) of the Taylor Law by sending to its teachers a letter which barred certain activities by the teachers at a spaghetti supper/open house. The letter, signed by Patrick Calnon, its Superintendent of Schools, reads as follows:

TO: Donald Schrader, President - Chateaugay Teachers Association and Members of the Chateaugay Teachers Association

I am pleased that your association has decided to continue to work with the cafeteria staff on the spaghetti supper/open house. This fund raiser has provided the means to give valuable financial assistance to several of our graduates.

10692

In my opinion, and that of the Board of Education, there is no connection whatsoever between this activity and the collective bargaining process. We feel that this evening provides an outstanding opportunity to display the best of our school and to begin meaningful conversations between teachers and parents. We insist that this activity be limited to these purposes. Each of you is specifically instructed to refrain from any expression, verbal, written or otherwise concerning the status of collective bargaining or labor relations on school property. This ban includes the spaghetti supper/open house, any classroom activities, and any school activities.

While I personally regret the necessity of issuing this directive, I do so in what I believe are the best interests of the school district. Of course, you have free speech rights and we do not wish to prevent you from using them. We do however feel very strongly that the areas mentioned above are not the proper arenas in which to air such issues. If you wish to make public the status of collective bargaining or labor relations at Chateaugay Central School, do so off school district property and/or through the media.

The letter was placed in the mail box of each teacher, all of whom are members of the Chateaugay Teachers Association (Association), on November 13, 1985, a day before the scheduled supper/open house. The letter was sent because Schrader, the Association's president, would not cancel the Association's planned distribution at the supper/open house of a leaflet commenting on the impasse in contract negotiations between the District and the Association.

The supper/open house is an annual event conducted concurrently on school property. While the open house is a District function, the supper is sponsored by the

Association and the funds raised through the supper are used for scholarships given by the Association. The supper is described as an opportunity for faculty and parents and the public to discuss the children's progress and "other matters involving the District".

The allegation of the improper practice charge relating to the District's letter complained about the letter as a whole.^{1/}

Claims by the Association that the letter sought to prohibit communications by the Association to its members and discussions among its members on their own time were rejected by the ALJ as an overly broad construction of the letter. She found that the letter is addressed only to communications to the public during classroom and extracurricular work activities and at the supper/open house. She also found that the letter prohibited conversation and discussion regarding the pending impasse in negotiations. She noted that the Association was on notice that the purpose of the letter was to halt the planned distribution of leaflets at the supper/open house.

The ALJ determined that insofar as the letter banned distribution of the leaflet on school property and prohibited

^{1/}Other allegations of the charge, which complained of other conduct by the District, were dismissed by the ALJ. The Association did not file exceptions to any part of the ALJ's decision.

discussion of negotiations with the public at the open house, it did not interfere with the teachers' right under the Act to participate in union activities. Relying on our decisions in New Paltz CSD, 17 PERB ¶3108 (1984), and Charlotte Valley CSD, 18 PERB ¶3010 (1985), the ALJ held that the District had the right to control the use of its property and, therefore, could prohibit distribution of the leaflet. With respect to the prohibition against the discussion of negotiations at the open house, the ALJ reasoned that the open house was intended to be limited to discussions of student progress and activities. Accordingly, discussion of the negotiations at the open house could be barred.

The ALJ found, however, that the letter's prohibition of discussion of negotiations at the supper violated §209-a.1(a) of the Act. The ALJ concluded that the District could not restrict mere conversation and discussion between diners at the supper. In her view, since the District had never before sought to impose such a restriction on what is essentially a social event, it cannot be said that such discussions affected the use of the District's facilities. Whether the supper is considered an Association or a District event, the ALJ reasoned, the limitation on supper conversation was an impermissible interference with the right of employees to make statements to the public regarding terms and conditions of employment.

EXCEPTIONS

In its exceptions, the District contends that 1) its letter was not directed at private supper conversation, but 2) if the letter is so construed, the District did not violate any Taylor Law right by prohibiting discussion of the labor dispute at the supper. The District urges that the evidence shows that Calnon's concern was the proposed distribution of the leaflet and that there is no evidence that he intended to restrict private conversation. Nevertheless, it further argues that because access to District property for the purpose of communicating to the public the employees' position regarding negotiations is not a right under the Act, the District did not violate the Act even if it banned conversation and discussion of that subject at the supper. In support of this position, it contends 1) that the supper/open house event, in its totality, was educational in purpose, it being wrong to separate the event into one part which was purely educational and another part which was purely social; 2) that the entire event was conducted on school property; 3) that the evidence shows that the Association had available and used many other avenues of communication; and 4) that there is no rational basis for distinguishing between oral communication and leafleting, particularly if the communications deal with the ongoing labor dispute.

10696

DISCUSSION

We reverse the ALJ and dismiss the charge in its entirety.

The District says that it did not intend to regulate conversation at the supper table. This may well be so; it must have known that such a ban would be unenforceable and would serve no useful purpose. Nevertheless, the District's letter instructs the teachers 1) to refrain from "any expression, verbal, written or otherwise", 2) "concerning the status of collective bargaining or labor relations", 3) "on school property", 4) during "the spaghetti supper/open house, any classroom activities and any school activities". We agree with the ALJ that this broad prohibition must be read as applying to conversation and discussion regarding the pending negotiations impasse at the supper as well as at the open house. Thus, we are confronted with the question: Did the District's prohibition of discussion of the pending negotiations impasse at the supper violate §209-a.1(a) of the Act?

We have previously determined that the Taylor Law does not accord to public sector unions a right of access to employer property for the purpose of communication with the public.^{2/} We have also held that, except for access

^{2/}New Paltz CSD, 17 PERB ¶3108 (1984).

provisions reasonably related to its representation duties, use of the employer's property by an employee organization is not a term or condition of employment and is therefore not a mandatory subject of negotiation.^{3/} These decisions support the conclusion that access to employer property for the purpose of communications with the public regarding negotiation disputes with the employer is not a right under the Act.

The ALJ, therefore, properly determined that the District could ban leafleting on school property as a condition to the use of its facilities by the Association. In addition, the ALJ recognized another principle which is applicable to the circumstances disclosed by this record. To the extent that District property is used for a clearly educational function, the District may limit communications between the teachers and the public to educational matters. Applying such principle, the ALJ found that the District could properly limit verbal communications at the open house.

The ALJ determined, however, that these principles were not applicable to private conversation and discussion at the supper. We conclude that the ALJ has drawn a line which is not authorized by the provisions of the Act. We cannot, of course, express any opinion as to whether the

^{3/}Charlotte Valley CSD, 18 PERB ¶3010 (1985).

limitation imposed by the District is consistent with the State or Federal constitutions or other relevant statutes. We hold only that the District's action did not interfere with, restrain or coerce the employees in the exercise of any rights granted under the Act.

In our view, it is immaterial whether the supper is considered a District or Association event. If it is a District event, its primary function clearly is to further the educational purposes of the open house. As such, the reasons for permitting the District to limit verbal communications at the open house apply equally to the supper. If it is an Association event, then the Association's use of the District's property is subject to the conditions set by the District. This is true whether or not the supper is social in nature.

No different result should follow because the District never previously sought to limit verbal communications at the supper. It would appear that the entire letter represents the first effort of the District to limit communications at the supper/open house. Insofar as Taylor Law rights are concerned, communications with the public by means of dinner conversation conducted on school property cannot be considered more protected than leafleting.

As we have noted in many decisions, an otherwise lawful act of an employer, if found to be improperly motivated, may be enjoined by us in an appropriate improper

practice proceeding. This would hold true in the case of limitations imposed on the use of employer property. The employer may not act for reasons which are prohibited by the Taylor Law. We find no such impermissible motivation in this case. The District's concern that the supper/open house event not be used by the Association or its members to communicate their position regarding the pending dispute is a legitimate one, both from an educational and a bargaining perspective. The District may properly seek to assure that its property will not be used by the Association and its members to communicate to the public, either verbally or in writing, regarding the labor dispute.

We should also emphasize that we recognize the right of the District to limit communications with the public at the spaghetti supper solely by virtue of its status as property owner or custodian, not as employer. Acting in its capacity as property owner, it can enforce its condition only by denying use of its property. In this regard, we consider it significant that the District's letter did not include any threat of discipline for violation of its limitation concerning conversation at the supper. Such a threat of discipline could have been made only by virtue of its status as employer, and to the extent that it acts as employer its conduct can and will be judged by Taylor Law standards. Any threat of discipline of employees for violation of such a condition

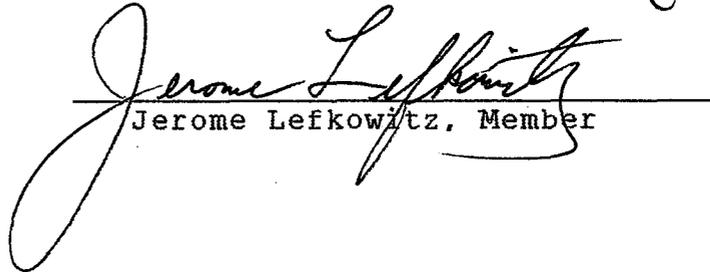
may well impact on the employees' terms and conditions of employment and might well constitute an improper interference with the employees' rights under the Act.

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

DATED: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

10701

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BROOKHAVEN-COMSEWOGUE UNION FREE
SCHOOL DISTRICT,

Respondent,

-and-

CASE NO. U-8088

VIRGINIA DECELLIS, et al.,

Charging Parties.

BLOCK & HAMBURGER (FREDERIC BLOCK, ESQ., of
Counsel), for Respondent

RICHARD L. NEWCOMB, for the Charging Parties

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Brookhaven-Comsewogue Union Free School District (District) to the decision of the Administrative Law Judge (ALJ) determining that the District violated §209-a.1(a) and (c) of the Act in that it would not have terminated the charging parties when it did but for their efforts to seek representation. A companion case, Case No. U-8089, based on a charge by one individual, Brinton, was dismissed by the ALJ. No exceptions have been filed regarding that dismissal.

The employees in question were permanent or "constant" substitutes who reported each day and followed a fixed schedule, except when they substituted for absent regular

teachers, at which time they followed the teacher's schedule. They were paid on a per diem basis and in the year 1984-85, there were eleven such constant substitutes. This program began in 1982 when four such substitutes were hired. Prior to the institution of this program the District had obtained its substitutes from a list maintained by the New York State Department of Labor's Teacher Registry. After the institution of this program the District also used, on an as-needed basis, other per diem substitutes from lists maintained by the District.

We believe that a careful review of the record reveals the following with regard to the charging parties' union related activities and the District's actions regarding the constant substitute program.

The Charging Parties' Union-Related Activities:

In early November 1984, nine of the eleven constant substitutes employed during 1984-85, approached the Association requesting inclusion in the teachers' unit. (The two who did not participate were not discharged, but it was explained that both were responsible for specific programs which needed to be continued; i.e., a lecture series and in-school detention program. Brinton was one of those who supported efforts for representation, but her separate discharge was the subject of an individual charge. Hoffman, one of the charging parties herein, was not discharged.)

At or about that time, Helm, the Association's Grievance Chairperson, told the substitutes that they would not be included in the unit because the District would not allow substitutes in the unit.

In November, the substitutes told Beckerman, the high school principal and administrator of the substitute program, that they were seeking inclusion in the teachers' unit. Around the same time, Beckerman received a written request from them to meet with Alan Austen, the District's Acting Superintendent.

In late December or early January 1985, the charging parties told Beckerman that the Association would try to include them in the unit. On January 28, 1985, they again requested representation by the Association.

On February 4, 1985, the president of the Association wrote Austen requesting, in effect, recognition as the representative of the "regular" substitutes. Austen did not respond.

On February 14, 1985, Brinton was discharged on the basis of an incident involving Austen on February 13. On February 25, the Association filed a grievance on behalf of Brinton alleging that her discharge violated the "just cause" provision of its contract. Austen answered the grievance by asserting that the substitutes were not in the bargaining unit.

On March 1, the Association reiterated to Austen its claim to represent the substitutes and advised that the Association

would petition PERB regarding the representation question. They requested that the grievance be held in abeyance pending resolution of that question.

On March 7, Austen issued a memorandum advising all teachers that, effective March 18, the New York State Registry would provide per diem substitute service and that teachers should report absences to the Registry.

On March 13, the president of the Association wrote Austen that the Association would proceed to arbitration with the Brinton grievance.

On March 15, all charging parties (except Hoffman) were terminated without advance notice or explanation.

District's Actions Regarding Constant Substitute Program:

In the spring or early summer of 1984, Austen expressed his dislike of the program to Beckerman. Beckerman persuaded Austen to continue the program for the 1984-85 school year, subject to review. Austen testified that in the "spring of 1984", he told Beckerman he intended to eliminate the program because there was inadequate monitoring, the substitutes were not always certified for classes they were asked to teach, the program was costly, and the individuals were not needed.

In July 1984, Beckerman sent a letter to the charging parties advising that he anticipated the continuation of the program for the coming school year.

Austen testified at one point that he decided to terminate the program in the summer of 1984 and at another time that he

had decided "by early October" to eliminate the program. He also referred to "December 1984" as the time when he decided.

In any event, on December 7, 1984, Austen wrote to Harloff, the administrator of the Labor Department's Teacher Registry, requesting to re-enroll in that program. The record discloses that contacts had previously been made between these two men concerning renewed use of the Registry. At about this time, Austen requested cost estimates from Harloff based on instituting the program either immediately or in September 1985. On December 13, Harloff responded with two proposals, one would become effective in February 1985, the other in September 1985. Austen testified that it took until March to complete the preparations and be ready to institute the program.

ALJ Decision

The ALJ based his decision primarily on three factors: (1) the "sudden" discharge on March 15, without notice or explanation shortly after certain organizational activities; (2) only those constant substitutes who requested representation were discharged; and (3) March is an unusual time to effectuate the elimination of such a program. In short, in his view, the timing of the discharge was highly suspect. In evaluating the record, the ALJ rejected the testimony of the Acting Superintendent in connection with his reasons for terminating the program and the time when he made the decision to do so. In the ALJ's opinion, the Acting

Superintendent was less than credible because his explanations were "unsupported and meandering".

In its exceptions the District urges that the ALJ has incorrectly evaluated the evidence. It places great emphasis on Austen's testimony that he had been considering abolishing the constant substitute program for some considerable time, and that this involved a process which began long before Austen learned that the substitutes wanted to organize. It relies on the testimony of Harloff, a representative of the Teacher Registry which, it argues, corroborated Austen's testimony. It urges that the termination was not "sudden" and that the ALJ's conclusion that it was prompted by the organizational activities of the substitutes is not supported by the record. The charging parties, in response, point to numerous items in the record, which, they contend, fully support the ALJ's determination.

Discussion

We affirm the result reached by the ALJ.

As the ALJ recognized, the vital questions in this case are when and why Austen decided to terminate the constant substitute program. The ALJ found that Austen's testimony does not credibly answer these questions. After reviewing the entire record we are persuaded that the ALJ's evaluation of the record is sound.

10707

The evidence supports the conclusion that Austen was opposed to the use of constant substitutes but that he was persuaded to continue the program at the beginning of the school year. The evidence also supports the conclusion that Austen explored what he considered to be alternatives to that program and, in particular, a return to the use of the Teacher Registry. His testimony suggests that he was thinking about abolishing the program for some period of time but we cannot find, on the basis of his testimony, that he actually made his decision prior to receiving the Association's request for recognition as the representative of the substitutes. Similarly, Harloff's testimony and Austen's letter to Harloff of December 7 support only the conclusion that Austen had decided to use the Registry at some as yet undetermined time in the future. In the absence of persuasive evidence of an earlier decision we conclude that Austen made up his mind on or shortly before March 15.

Several facts in the record support this conclusion. For one, Beckerman did not know of the decision until that time. If, in fact, a final decision had been made to abolish the program at an earlier time, it is reasonable to believe that Beckerman would have known about it. Furthermore, there is no adequate explanation offered by the District as to why it was decided to abolish the program on March 15, in the middle of the school term. Also, there is

no showing that abolishment of the constant substitute program at that time was a necessary concomitant of the decision to begin use of the Teacher Registry.

Finding that the decision to abolish the constant substitute program was made on or shortly before March 15, and in the absence of any other persuasive reason for such decision at that time, we may reasonably infer that this decision was made because of the continuing reiteration by the Association of its claim to represent the substitutes. We conclude that the decision was made at that time because of such protected organizing activity and would not have occurred at that time but for such activity.

Inasmuch as an otherwise lawful action was taken for the purpose of depriving these employees of their statutory right to representation, we find that the District acted in violation of §209-a.1(a) and (c) when it abolished the constant substitute program. No further evidence of "animus" is necessary to support this determination.^{1/}

Finally, we believe it is necessary, in order to effectuate the policies of the Act, to direct the District to offer the charging parties reinstatement to their former positions and to compensate them for any loss of pay and benefits suffered by reason of their terminations, from the

^{1/}Hudson Valley Community College, 18 PERB ¶3057 (1985).

dates thereof to the date of offer of reinstatement. There is no basis in this record for our finding, as the District urges, that this constant substitute program would have been abolished in any event at the end of the 1984-85 school year. Such a determination by us would be based solely on speculation.

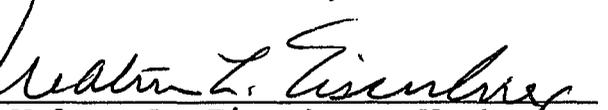
NOW, THEREFORE, IT IS ORDERED that the Brookhaven-Comsewogue Union Free School District:

1. Forthwith offer Virginia DeCellis, Diane Hoffman, Eileen Cole, Myra Zerillo, Anna Maria Morgan, Joan Nazer, Joni Stern and Leslie Wallace reinstatement to their former positions;
2. Compensate the above-named charging parties for any loss of pay and benefits suffered by reason of their terminations from the dates thereof to the date of the offer of reinstatement less any earnings derived from other employment, with interest at the maximum legal rate;
3. Cease and desist from interfering with, restraining, coercing or discriminating against its employees for the exercise of rights protected by the Act.
4. Conspicuously post a notice in the form attached at all locations ordinarily used to communicate information to employees.

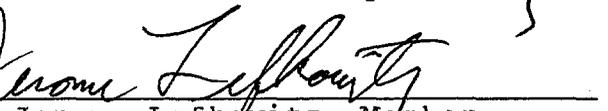
DATED: December 9, 1986
Albany, New York



Harold R. Newman, Chairman



Walter L. Eisenberg, Member



Jerome Lefkowitz, 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 our employees that the Brookhaven-Comsewogue Union Free School District:

1. Will forthwith offer Virginia DeCellis, Diane Hoffman, Eileen Cole, Myra Zerillo, Anna Maria Morgan, Joan Nazer, Joni Stern and Leslie Wallace reinstatement to their former positions;
2. Will compensate the above-named charging parties for any loss of pay and benefits suffered by reason of their terminations from the dates thereof to the date of the offer of reinstatement less any earnings derived from other employment, with interest at the maximum legal rate;
3. Will not interfere with, restrain, coerce or discriminate against its employees for the exercise of rights protected by the Act.

.....
Brookhaven-Comsewogue UFSD

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

LOCAL 252, TRANSPORT WORKERS UNION,
AFL-CIO,

Respondent,

-and-

CASE NO. U-8490

ALICE MARIE CONNERS,

Charging Party.

GLADSTEIN, REIF & MEGINNISS (MARTIN GARFINKEL, ESQ.,
of Counsel), for Respondent

ALICE MARIE CONNERS, Charging Party, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Alice Marie Connors (charging party) to the decision of the Administrative Law Judge (ALJ) dismissing her charge that Local 252, Transport Workers Union, AFL-CIO (Local 252) violated §209-a.2(a) of the Act by its gross negligence in representing her during arbitration of a grievance concerning her dismissal from employment by the Metropolitan Suburban Bus Authority (Authority). The basis of the charge was a claim that George Arnold, president of Local 252, while representing her at the arbitration hearing, failed to present evidence which she had given to him and which would have exculpated her from the charges underlying her dismissal.

The record shows that the charging party was charged by the Authority with taking unauthorized days off in conjunction with her regular days off, abuse of sick time, several AWOLs and a bad overall attendance record. The arbitrator characterized the charging party's attendance records as "one of the worst records that I have reviewed" The documents which are in dispute apparently would have shown that the reason for some of her absences was her attendance at Family Court in connection with several familial problems. She testified that she delivered such documents to Arnold. Arnold testified that he received some documents from her but not those specified by the charging party. Local 252 asserts that, in any event, these documents would not have assisted her in the ultimate outcome of the arbitration since her entire attendance record was found not to warrant continued employment.

In his decision the ALJ resolved conflicts in the testimony of the charging party and Arnold in favor of Arnold. He referred to a number of charging party's testimonial inconsistencies and other factors which led him to credit Arnold's version of the events rather than charging party's.

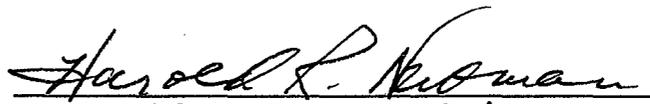
In her exceptions the charging party asserts that she delivered these documents to Arnold and that he must have misplaced them. Local 252 urges that nothing in the charging party's exceptions provides any basis for disturbing the

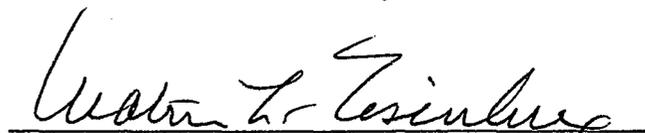
ALJ's credibility findings. Furthermore, to the extent that the charging party's exceptions suggest general improper representation by Arnold, Local 252 points to the fact that the ALJ specifically found that such a claim was not a part of her charge and that, in any event, there was no substantiation in the record for a finding that Arnold had failed in his duty to represent the charging party fairly in the arbitration.

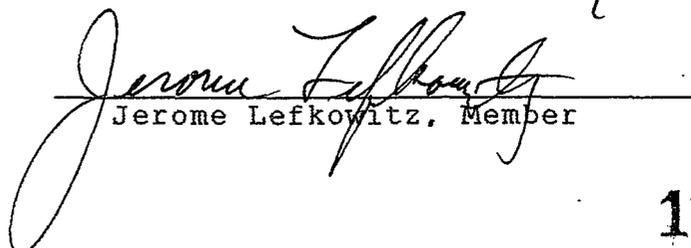
Having reviewed the record, we affirm the findings of fact and conclusions of law of the ALJ and we particularly agree with his credibility determination. His evaluation of all of the testimony and evidence produced at the hearing supports his ultimate conclusion that Arnold's representation of the charging party in the arbitration proceeding was neither grossly negligent, irresponsible nor improperly motivated.

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

DATED: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
TOWN OF FRANKLIN,

Employer,

-and-

CASE NO. C-3094

TEAMSTERS, CHAUFFEURS AND HELPERS
LOCAL UNION 648, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA,

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,

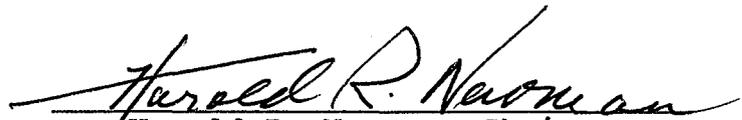
IT IS HEREBY CERTIFIED that the Teamsters, Chauffeurs and Helpers Local Union 648, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

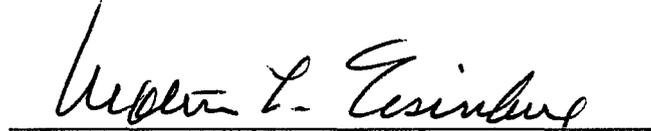
Unit: Included: All Highway Workers.

Excluded: Clericals and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Teamsters, Chauffeurs and Helpers Local Union 648, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 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: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WASHINGTON-WARREN-HAMILTON-ESSEX BOCES,

Employer,

-and-

CASE NO. C-3100

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER
ALLIANCE, NEW YORK STATE UNITED
TEACHERS, 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 Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, 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.

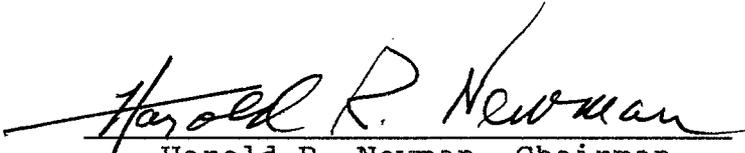
Unit: Included: Per diem substitute teachers, aides and nurses who have received reasonable assurance of continued employment.

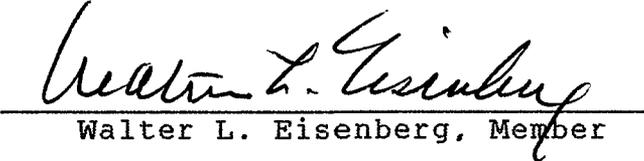
10717

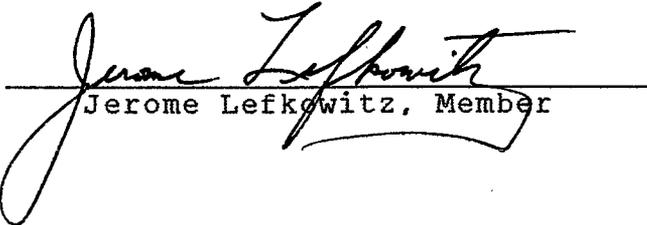
Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, AFT, 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: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

HUDSON FALLS CENTRAL SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-3103

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER
ALLIANCE, NEW YORK STATE UNITED TEACHERS,
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 Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, 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.

Unit: Included: All per diem substitute teachers who have received reasonable assurance of continued employment.

Excluded: All other employees.

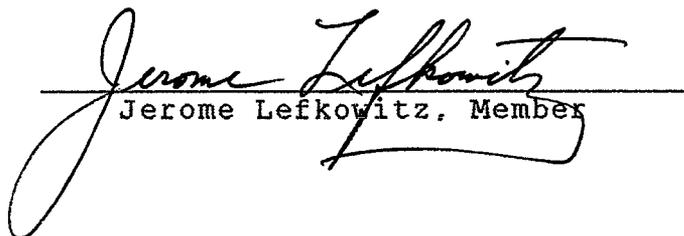
10719

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, AFT, ~~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: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

QUEENSBURY UNION FREE SCHOOL DISTRICT,

Employer,

-and-

CASE NO. C-3104

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER
ALLIANCE, NEW YORK STATE UNITED TEACHERS,
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 Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, 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.

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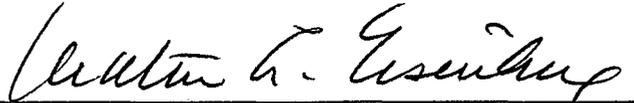
Unit: Included: All per diem substitute teachers who have received reasonable assurance of continued employment, and who have worked less than 30 consecutive days or whose assignment is less than 30 consecutive school days.

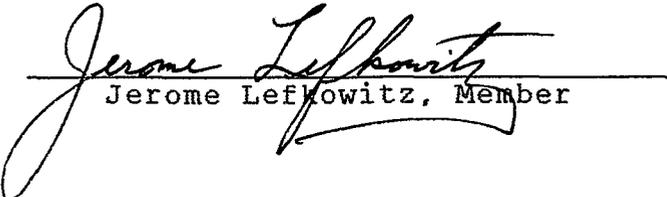
Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, AFT, 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: December 9, 1986
Albany, New York


Harold R. Newman, Chairman


Walter L. Eisenberg, Member


Jerome Lefkowitz, Member

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