



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Board Decisions - NYS PERB

New York State Public Employment Relations  
Board (PERB)

---

12-22-1986

## State of New York Public Employment Relations Board Decisions from December 22, 1986

New York State Public Employment Relations Board

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

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

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

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

---

## State of New York Public Employment Relations Board Decisions from December 22, 1986

### Keywords

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

### Comments

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

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of  
UNITED UNIVERSITY PROFESSIONS,  
Respondent,

-and-

CASE NO. U-8739

---

THOMAS C. BARRY,  
Charging Party.

---

BERNARD ASHE, ESQ. (IVOR MOSKOWITZ, ESQ., of Counsel),  
for Respondent

THOMAS C. BARRY, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Professor Thomas C. Barry (Barry) to the decision of the Administrative Law Judge (ALJ) dismissing his charge against the United University Professions (UUP) on the ground that Barry has failed and refused to submit in verified form an amendment to his charge containing an allegation of fact which is necessary to establish his standing to bring the charge.

In its answer and at the pre-hearing conference UUP noted that Barry had failed to plead that he was an agency fee payer at all times relevant to the charge. The ALJ directed Barry to submit an affidavit "indicating his status as agency fee payer for the year in question." Barry responded that he would not submit any verified statement and

that he gives his "word of honor" that he has been "at all times relevant to this I.P. an independent employee forced by the State to give money to the UUP and its affiliates." The ALJ subsequently wrote to Barry indicating that, if a verified response to his letter was not received, he would recommend that the matter be dismissed. Barry thereafter reiterated that he would not submit a verified statement and that his "word of honor" should be accepted.

The ALJ dismissed the charge on the ground that it lacks the necessary pleading of standing to file the charge. The ALJ expressed the view that Barry's refusal to plead such allegation in the proper form evidences an unwillingness to proceed except under conditions dictated by him and demonstrates his refusal to cooperate in the processing of his charge.

In his exceptions, Barry objects to referring to himself as an "agency fee payer". He also reiterates his view that we should accept any correction in his pleadings by a letter subscribed by his signature in which he gives his word as to the truth of statements in the letter. UUP has filed no response to Barry's exceptions.

#### DISCUSSION

We affirm the decision of the ALJ. In doing so we distinguish between Barry's objection to the use of any particular language formula in alleging facts establishing his standing to file the charge herein, and his objection to

alleging those facts in verified form. While the former raises no problem under our Rules of Procedure, the latter does.

Section 204.1(a)(3) of our Rules of Procedure states:

The charge shall be in writing on a form prescribed by the Director and shall be signed and sworn to before any person authorized to administer oaths.

It may be noted that the charge filed by Barry in this case complied with that requirement in that it was signed by him and sworn to before a notary public. We agree with the ALJ that any amendment to an improper practice charge must also comply with that provision of our Rules.

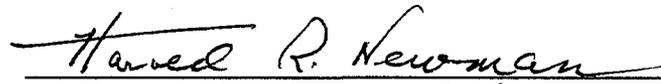
Barry was advised that his charge was deficient in that it failed to allege any facts which established his standing to challenge the agency shop fee refund procedures established by UUP for the year in question. When this deficiency was called to his attention it would have been a simple matter to amend his charge in accordance with our Rules. The ALJ's request for a statement as to his "status as an agency fee payer" did not require him to use that specific language. Any allegation of fact establishing his right to challenge UUP's procedures during the relevant year would have been sufficient. The ALJ's letters and decision indicate that the charge was dismissed not because of the contents of Barry's statement but because the statement was not verified as required by our Rules.

10727

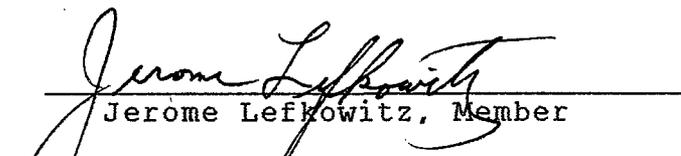
It is clear that Barry has deliberately refused to submit his statement in verified form. Our Rules require that all allegations of a charge be sworn to. We find that Barry has failed to submit a necessary allegation in verified form and that his charge is deficient. Accordingly, we affirm the ALJ's dismissal of the charge.

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

DATED: December 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

10728

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of

MIDDLE COUNTRY CENTRAL SCHOOL  
DISTRICT,

Respondent,

---

-and-

CASE NO. U-8139

JOSEPH WERNER,

Charging Party,

-and-

MIDDLE COUNTRY TEACHERS ASSOCIATION,

Intervenor.

---

RAINS & POGREBIN, P.C. (ERNEST R. STOLZER, ESQ., and  
HARRIET A. GILLIAM, ESQ. of Counsel), for Respondent

JOSEPH WERNER, pro se

RICHARD J. BARON, for Intervenor

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Joseph Werner (Werner) to the decision of the Administrative Law Judge (ALJ) dismissing in its entirety his charge that the Middle Country Central School District (District) violated §209-a.1(a) of the Act when it placed a written reprimand in his personnel file after an incident at a faculty meeting held on January 22, 1985. The Middle Country Teachers Association (Association) was permitted to intervene in this proceeding.

10729

FACTS

On January 22, 1985, a faculty meeting was conducted by Laura Spagnolo, principal of the District's Centereach High School. Werner, a teacher at that school, attended the meeting. The testimony of the witnesses conflicted regarding what actually occurred at the meeting. The ALJ credited the testimony of Spagnolo, Russo and Brosdal and did not credit the testimony of Werner and Vessichio. Based on the testimony credited by the ALJ, the following took place. The meeting lasted about an hour. Approximately halfway through the meeting, Brosdal was recognized by Spagnolo and spoke in support of a candidate running for an Association office.

Toward the end of the meeting, and independent of the Brosdal presentation, Russo, a teacher and Association officer, was recognized by Spagnolo to speak. He began to inform those at the meeting that an Association meeting would follow the faculty meeting. Werner stood up and interrupted him, asking Spagnolo if the faculty meeting was now over. Russo responded. Werner took exception to Russo's response and the two exchanged words. Spagnolo could not hear the specific words of the argument between the two but she was concerned about the interruption of the meeting. Spagnolo twice directed both men to be quiet. Russo obeyed the second direction but Werner continued to stand and speak. Spagnolo shouted at Werner to sit down.

He then complied. Spagnolo addressed a guidance issue, the last item on the agenda, and then adjourned the meeting and left the room.

In a memorandum to Werner, dated January 28, 1985, Spagnolo wrote:

This is to inform you that I found your conduct at our faculty meeting of January 22, 1985, less than professional. I am certain that you will agree that calling out and making statements without proper recognition from the one conducting a meeting is inappropriate.

I am hopeful that you will not have to be reminded again of proper conduct at a professional meeting.

This memorandum was placed in Werner's personnel file in Spagnolo's office.

In support of his claim that this memorandum was motivated by District animus toward him because of his long standing anti-Association beliefs and activities, Werner relied on several past incidents. These included 1) a 1984 order to remove a sign that Werner had placed in the teachers' lounge dealing with a pending disciplinary proceeding against another teacher, 2) a 1982 direction to sign in when he visits other schools, and 3) a past failure to respond to a grievance he filed regarding the Association's use of the teachers' mailboxes for a political leaflet.

ALJ DECISION

Based upon her credibility determinations, the ALJ dismissed the charge in its entirety. She found that Spagnolo did not hear what Werner said and was angry only because of his interruption of a recognized speaker. She found that the contents of the memorandum support the conclusion that Spagnolo acted only because of the interruption and not because Werner was objecting to Russo's announcement of an Association meeting. She also found that the past incidents revealed by the evidence did not establish any animus against Werner because of his anti-Association beliefs and activities. In particular, no such hostility was shown to exist on the part of Spagnolo. She found that the memorandum did not constitute an interference with the right of Werner not to participate in union activities. She found that the mere fact that Werner had to hear Russo's announcement of the Association meeting did not constitute participation by Werner in Association activities any more than would the use of mailboxes or bulletin boards to make such announcements.

EXCEPTIONS

In his exceptions, Werner claims that he was denied a fair hearing by virtue of rulings made by the ALJ concerning the manner of his presentation and the content of his testimony. He objects to the ALJ's credibility determinations. He alleges that the ALJ erred in not finding a pattern of discrimination by the District against him.

10732

The District responds that the ALJ's disposition of the charge is fully supported by the record. It urges that the ALJ properly credited the testimony of Brosdal, Russo and Spagnolo. It also contends that Werner was not denied a fair hearing.

#### DISCUSSION

Having reviewed the record, we affirm the findings of fact and conclusions of law of the ALJ.

Werner assumed the dual role of advocate and witness. The ALJ properly ruled on objections to certain portions of his testimony. The record reveals also that the ALJ accommodated Werner by permitting him ultimately to testify from the counsel's table after he complained that he could not make adequate use of his notes while testifying from the witness chair. Accordingly, any problem relating to the organization of his presentation was of his own making and was not due to the rulings of the ALJ.

We agree with the credibility determinations made by the ALJ. To the extent that they can be tested by the objective evidence, they are supported by the record. To the extent that they turn on the demeanor of the witnesses, we rely upon the ALJ's judgment.<sup>1/</sup>

---

<sup>1/</sup>Fashion Institute of Technology v. Helsby, 44 AD 2d 550, 7 PERB ¶7005 (1st Dep't 1974).

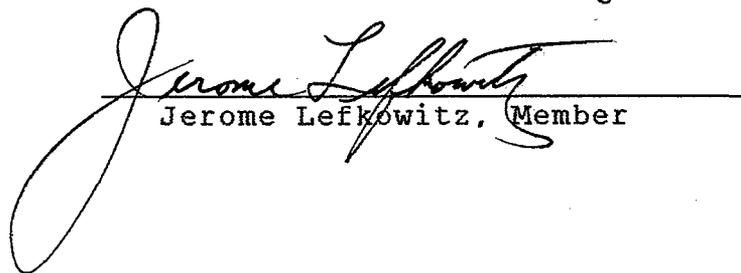
We conclude that Spagnolo's memorandum of January 28 was not in retaliation for Werner having engaged in activity protected by the Act. We agree with the ALJ that the record does not establish a pattern of discrimination by the District based on Werner's anti-Association beliefs and activities. Accordingly, we determine that the District did not violate §209-a.1(a) of the Act.

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

DATED: December 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

10734

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of  
WAVERLY CENTRAL SCHOOL DISTRICT,  
Respondent,

-and-

CASE NO. U-8512

---

WAVERLY ASSOCIATION OF SUPPORT  
PERSONNEL, NEA,

Charging Party.

---

R. WHITNEY MITCHELL, for Respondent  
JOHN B. SCHAMEL, for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Waverly Association of Support Personnel, NEA (WASP) to a portion of the decision of the Administrative Law Judge (ALJ) in this matter. The ALJ found that the Waverly Central School District (District) had violated §209-a.1(a) and (c) of the Act when it failed to pay a wage increase in September 1985 to certain teacher aides employed by the District. Based upon the agreement of WASP that a subsequent collective bargaining agreement made a back pay award unnecessary, the ALJ did not award back pay nor did he award interest. The only issue raised by WASP in its exceptions is the propriety of not awarding interest to the affected employees.

FACTS

The teacher aides were unrepresented until May 15, 1985, when the District recognized WASP as their negotiating agent. It appears that prior to such recognition, the District had given the teacher aides a 30 cent an hour wage increase at the beginning of each school year since 1981-82. However, in September 1985, after recognition of WASP as their agent, the District did not grant any wage increase to the teacher aides.

The ALJ found that the District's failure to pay the 30 cent per hour increase violated §209-a.1(a) and (c). The ALJ dismissed the allegation that the District's conduct also violated §209-a.1(d).

Insofar as the remedy was concerned, the ALJ noted that the parties had reached an agreement after negotiations which provided for a 7 percent salary increase to the bargaining unit members, including the teacher aides, retroactive to July 1, 1985. He also noted that in its brief to him, WASP stated that "there is no need for a back pay award on salary since the payment on August 28, 1986 will make whole the employees according to the terms of the collective bargaining agreement." On that basis, he found that no back pay award was warranted. He rejected WASP's claim that interest on the withheld money should, nevertheless, be paid. He stated that since no money was owed, no interest was due. In his view,

to order payment of interest under these circumstances would constitute a penalty.<sup>1/</sup>

DISCUSSION

WASP urges that we should award interest on the money withheld from September 1985 to August 28, 1986. To the extent that WASP argues that, notwithstanding its concession that no back pay award is warranted by virtue of the retroactive 7 percent increase under the collective bargaining agreement, interest should be given in any event, the answer to such a contention is clear. If no back pay is granted, there can be no interest awarded. We agree with the ALJ that no interest can be due on money which is not owed.

In addition, WASP contends that, notwithstanding its concession that the employees have been made whole by the terms of the collective bargaining agreement, the violation of §209-a.1(a) and (c) should be remedied. It urges that while no back pay need be awarded, such remedy should be the interest computed on the money that was withheld.

There are at least three answers to such a contention. First, the appropriate remedy for the violation found by the ALJ would ordinarily be a back pay award. A back pay remedy,

---

<sup>1/</sup>The District has not filed any exceptions to the ALJ's decision. The only question raised by WASP's exceptions relates to the matter of the interest. No other aspect of the ALJ's decision, therefore, is before us.

however, is not appropriate because it has been agreed that the collective bargaining agreement made the affected employees whole. There is no basis for an award of money that goes beyond making an injured party whole because the Taylor Law precludes exemplary damages.<sup>2/</sup>

Second, WASP's argument amounts to a contention that in fact the employees were not made whole, but suffered unreimbursed damages by virtue of the loss of the interest on the money they would have received during the year. The record reveals that 3 of the 5 aides received an increase in excess of 30 cents per hour by virtue of the 7 percent increase. Thus, an order awarding additional money to all of the affected employees measured by the legal rate of interest on 30 cents per hour would result not in a make-whole remedy, but in a windfall for some of the employees. Under these circumstances, we find that the remedy requested by WASP would not effectuate the purposes of the Act.

Third, the ALJ has ordered an appropriate remedy for the violation that he found. He ordered the District to post a notice advising unit employees that it would not repeat the conduct found to be improper.

---

<sup>2/</sup>Civil Service Law, Section 205.5(d).

Accordingly, we dismiss its exceptions.<sup>3/</sup>

DATED: December 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

---

<sup>3/</sup>Inasmuch as the District has not filed exceptions to the ALJ's decision and order, it should be understood that it is required to comply with the order of the ALJ which directs the District to cease and desist from interfering with, restraining, coercing or discriminating against unit employees because of the exercise of any rights protected under the Act and to sign and post the notice attached to his decision at all locations customarily used to post communications to unit members.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of  
CITY OF ROCHESTER,

Respondent,

-and-

CASE NO. U-8540

---

AFSCME, COUNCIL 66, LOCAL 1635,

Charging Party.

---

LOUIS N. KASH, ESQ., CORPORATION COUNSEL  
(BARRY C. WATKINS, ESQ., of Counsel), for Respondent

JOEL M. POCH, ESQ., for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of AFSCME, Council 66, Local 1635 (AFSCME) to that part of the decision of the Administrative Law Judge (ALJ) which found that the City of Rochester (City) did not violate §209-a.1(a) and (c) of the Act when it conditioned Brian Woods' promotion to a bargaining unit position on his agreement to resign from his union office. The ALJ also found that the City did violate the Act by conditioning the promotion on Woods' agreement not to accept certain union offices for two years. The City has not filed any exceptions. In response to AFSCME's exceptions, it takes the position that the ALJ's decision is a proper one under the circumstances.

FACTS

Woods has been employed by the City as a recreation supervisor since 1973. He was elected to the union office of recreation unit chairman in 1976. Since 1979, he has availed himself of full release time from his job pursuant to the terms of the parties' collective bargaining agreement, which grants such full release time to, among others, the recreation unit chairman.

In 1985, vacancies occurred for the position of "center director", a bargaining unit position. Woods indicated interest and was interviewed. He was recommended for appointment, subject, however, to certain conditions set forth in a memorandum delivered to Woods. In summary, these conditions required Woods 1) to resign as recreation unit chairman and relinquish all rights to full release time, and 2) not to accept any position in the union which makes the incumbent eligible for full release time for a period of two years.

Woods refused to agree to these conditions. The position of center director was not offered to him. The instant charge ensued.

Woods testified that he did not intend to perform the duties of center director if appointed, since he would continue in full release time as the unit chairman. The City witnesses testified that they did not promote Woods because he would not be available to perform the duties of the position.

10741

The City conceded that any center director who was elected to a union position with full release time could not be precluded from taking such full release time. The City contended, however, that although the contract required granting full release time to a center director who is elected after appointment, the City was not required to promote someone while on full release time.

ALJ DECISION

The ALJ found that the record did not support the allegation of AFSCME that Woods was denied the promotion because of specific management hostility towards him by reason of his union activities. She found that the reasons given by the City witnesses for not promoting him were not pretextual. They did not promote him, she found, solely because Woods would not be available to perform the duties of the position.

She also considered whether the conditions, nevertheless, violated the Act. She held that the conditions in the memorandum should be considered separately. As to the first condition, she said that requiring someone to resign a union position as a condition to promotion would ordinarily be violative of the Act, but in this case the concern of the City was not the union position but the full release time. She also found that the City did not discriminate based on the union position nor was Woods treated any differently from other candidates for the promotion since the same condition

would be applicable to any other candidate who had full release time.

She found the second condition, however, to be too broad. Although she recognized that this was an attempt to take care of the problem of a "sham resignation" by Woods, she held that the City could not bar someone from the exercise of union rights for two years.

Thus, the ALJ determined that the City could require Woods to resign from his position as a condition for promotion but that the City's attempt to assure that he not return to his union position for two years is violative of the Act.

#### EXCEPTIONS

AFSCME asserts that the ALJ's fundamental error was to bifurcate the memorandum. In its view, the memorandum contained only one condition; promotion was offered subject to accepting it in its entirety. It argues that bifurcating that condition results in an illogical decision. The Board should find that the entire memo was improper, since an employer cannot require resignation from a union position as a condition of promotion. AFSCME also argues that it was error for the ALJ to find that the stated reasons for denial of promotion were not pretextual.

In its response, the City urges that the ALJ's decision should be affirmed. In its view, she correctly analyzed the

two conditions. It notes, however, that the ALJ decision is not clear as to what could be done to avoid a sham resignation. It requests that we clarify this matter.

DISCUSSION

Based on our review of the record, we agree with the ALJ that the City did not take the action complained of because of hostility towards Woods due to his union activities, or from any desire to retaliate against him for exercising a contractual right. We also agree with the ALJ that the record evidence does not support a finding that the City's stated reasons for its actions are pretextual. We find that in imposing the complained of conditions for Woods' promotion, the City was motivated by a concern that it promote someone who was actually going to perform the duties of the job.

Nevertheless, we find that the conditions imposed in furtherance of its proper concern violated §209-a.1(a) and (c) of the Act. We conclude that while the City could deny promotion to Woods because he was not prepared to perform the duties of the job, it could not require him to resign from his union office as a condition of the promotion.

A public employer undoubtedly has the right to deny a promotion to an employee who, for whatever reason, will not be available to perform the duties of the job. Whether the reason be full release time, sabbatical leave, educational leave or other long-term leave, a public employer may

require that the employee give assurance of availability to perform the duties of the job as a condition for promotion. On the other hand, a public employer may not require an employee to relinquish a union position as a condition of promotion to a bargaining unit position. In the case before us, this condition, as specified by the employer, constitutes an unlawful intrusion into the public employee's protected rights.

The ALJ concluded that the union position and the full release time benefit were so interrelated that the City's concern that Woods be available to perform the duties of the job justified the condition that Woods resign his union position. It is our view, however, that the union position and the full release time benefit are not so inseparable that the City could not have dealt directly with its concern over Wood's availability.

There is no statutory right to full release time. Unless agreed to by the employer, no union officer has such a right. The benefit was available here only by virtue of the parties' collective bargaining agreement. Like other negotiated leave benefits, the employees eligible for them may utilize them or not, at their option. It is not unreasonable to require an employee who desires a promotion to make a choice between taking extended time off pursuant to a contractually afforded opportunity to do so, and making himself available to perform the job that he is seeking. It

is irrelevant whether the extended time off is for full release time, sabbatical leave or any other contractually afforded benefit. What matters only is whether the employee chooses to make himself unavailable to perform the job he seeks.

If, as in this case, the employee chooses to avail himself of full release time and not give the employer assurance of his availability for some reasonable period for the job to which he wishes to be promoted, the employer may, without violating the Act, refuse to offer the promotion.<sup>1/</sup> This remains so even if the employee believes that he must avail himself of the full release time in order to perform his union duties properly. If that is the case, the employee must chose between the reasonable requirements of the position he seeks and those of his union position. Moreover, just as it is an internal union matter to determine whether he devotes sufficient time to his union duties, it is a management prerogative to determine whether he devotes sufficient time to the promotional position which he has sought.

---

<sup>1/</sup>See Environmental Protection Administration of the City of New York, 9 PERB ¶3066 (1976). Of course, this is based upon the conclusion that the requirement of availability is a real one, and not a pretext for interfering with the employee's right to perform a union office.

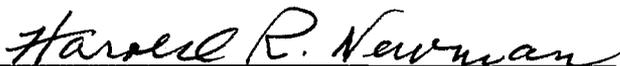
We conclude, therefore, that the City could require Woods to give up full release time as a condition of promotion but it could not require his resignation from the union position. Accordingly, we modify the ALJ's determination and find that the City violated §209-a.1(a) and (c) of the Act by conditioning Woods' promotion to a bargaining unit position on his agreement to resign from his union position.

Since neither party challenges the ALJ's finding that the City violated §209-a.1(a) and (c) of the Act by conditioning Woods' promotion on his agreement that he would not accept any union position eligible for full release time for two years, we do not consider this aspect of the case. We would note, however, that if pursuant to the remedial order herein, Woods should accept the promotion offered on the basis of the condition which we have found the City could properly impose, the parties' subsequent handling of this matter would be governed by considerations other than those related to promotional standards, such as their respective rights and obligations under the Civil Service Law and their collective bargaining agreement, as well as applicable provisions of the Taylor Law. It is not possible for us to speculate as to the ongoing rights and obligations of the parties if Woods should be promoted.

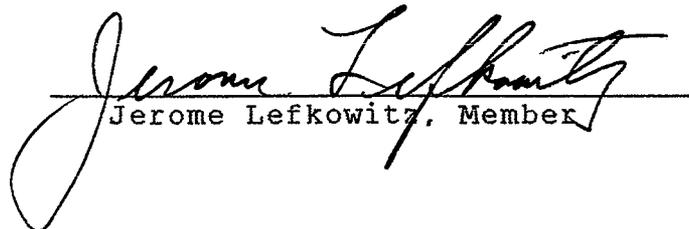
NOW, THEREFORE, WE ORDER that the City:

1. Cease and desist from requiring Brian Woods to resign his position as Chairman of the Recreation Unit, Local 1635 and to refrain from holding such position for two years as a condition of promotion;
2. Make the Center Director's job available to Brian Woods without the conditions found unlawful herein;
3. Cease and desist from interfering with, restraining, coercing or discriminating against Brian Woods or any other unit employee in the exercise of rights protected by the Act; and
4. Sign and conspicuously post a notice in the form attached at all locations ordinarily used to communicate information to all unit employees.

DATED: December 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

# NOTICE TO ALL EMPLOYEES

PURSUANT TO  
THE DECISION AND ORDER OF THE  
NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

## NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

**we hereby notify** employees of the City of Rochester within the unit represented by AFSCME, Council 66, Local 1635 that:

1. We will not require Brian Woods to resign his position as Chairman of the Recreation Unit, Local 1635 and to refrain from holding such position for two years as a condition of promotion;
2. We will make the Center Director's job available to Brian Woods without the conditions found unlawful.
3. We will not interfere with, restrain, coerce or discriminate against Brian Woods or any other unit employee in the exercise of rights protected by the Act.

.....City of Rochester.....

**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

SCHOOL DISTRICT EMPLOYMENT RELATIONS  
COUNCIL OF THE CITY OF SYRACUSE

CASE NO. S-0039

for a determination pursuant to  
Section 212 of the Civil Service Law.

---

BOARD DECISION AND ORDER

In its Decision and Order dated November 28, 1986, this  
Board concluded in part:

NOW, THEREFORE, WE ORDER that the determination  
of this Board dated February 8,  
1968,<sup>2/</sup> approving the  
enactment establishing the  
Syracuse School District local  
PERB be, and the same hereby  
is, suspended, subject to  
reinstatement upon application  
and demonstration by the  
Syracuse School District local  
PERB that the continuing  
implementation of its local  
provisions and procedures is  
substantially equivalent to  
those governing this Board;

---

2/1 PERB ¶344.

The order also indicated that unless the application for  
reinstatement was filed by December 22, 1986, our  
determination of February 8, 1968 would be rescinded without  
further notice.

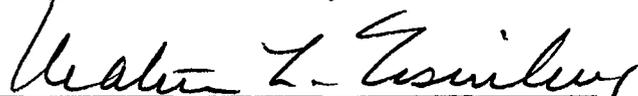
10750

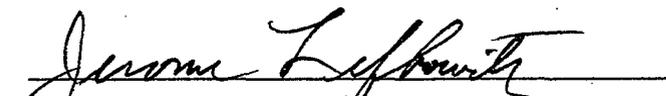
The current Counsel for the School District Employment Relations Council of the City of Syracuse, by letter dated December 5, 1986, asserts that the local PERB is in full compliance and requests reinstatement of our determination dated February 8, 1968. The letter was accompanied by our survey questionnaire, none of whose responses raises any issue as to the substantial equivalency of the local provisions and procedures or their continuing implementation.

ACCORDINGLY, WE ORDER that the determination of this Board dated February 8, 1968, approving the enactment establishing a local PERB for the School District Employment Relations Council of the City of Syracuse, which was suspended by our order dated November 28, 1986, be, and the same is hereby, reinstated provided that the continuing implementation of its local provisions and procedures remains substantially equivalent to those governing this Board.

DATED: December 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

10751

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of  
PINE BUSH CENTRAL SCHOOL DISTRICT,  
Employer,

-and-

CASE NO. C-3130

PINE BUSH ADMINISTRATORS' ASSOCIATION,  
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 Pine Bush Administrators' Association has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Principals, Assistant Principals,  
Directors, Administrative Assistant,  
Supervisor.

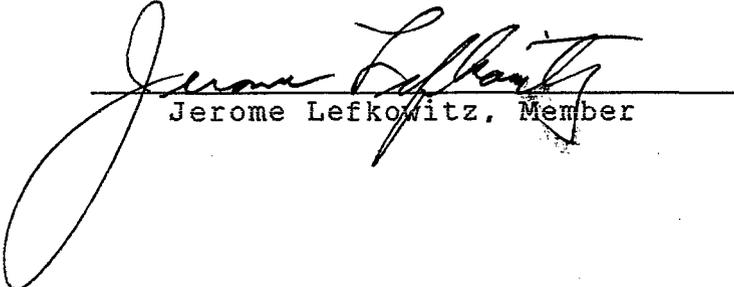
Excluded: Superintendent, Assistant Superintends of Schools, Teachers (including the Coordinator and Assistant Coordinator of the Gifted and Talented and Assistant to the Director of Special Programs), clerical, custodial personnel.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Pine Bush Administrators' Association 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 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member

10753

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

In the Matter of  
PORT WASHINGTON WATER DISTRICT,  
Employer,

-and-

CASE NO. C-3097

---

LOCAL 808, I.B.T.,  
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 Local 808, I.B.T. 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 office personnel employed by the Port Washington Water District.

10754

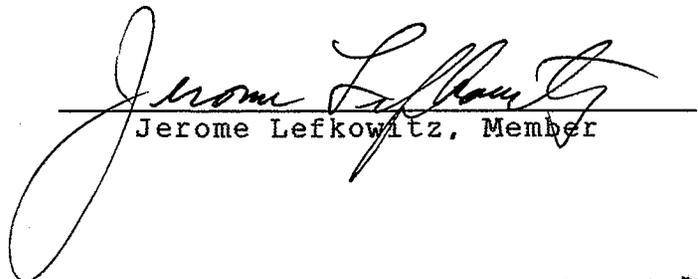
Excluded: Water Plant Operator (Assistant Superintendent, Water Plant Operations), Water Plant Operator (Foreman, Field Operations), Water Servicer (Cross Connection Control Supervisor), Assistant Supervisor, Water Plant Operations (Supervisor, Water Plant Operations), Superintendent, Sr. Account Clerk (Office Manager), ~~all plant and field employees,~~ and all other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Local 808, I.B.T. 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 22, 1986  
Albany, New York

  
Harold R. Newman, Chairman

  
Walter L. Eisenberg, Member

  
Jerome Lefkowitz, Member