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Board (PERB)

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2-23-1987

## State of New York Public Employment Relations Board Decisions from February 23, 1987

New York State Public Employment Relations Board

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## State of New York Public Employment Relations Board Decisions from February 23, 1987

### 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  
NEW YORK CITY TRANSIT AUTHORITY,  
Respondent,

-and-

CASE NO. U-9050

HAROLD EUGENE ALSTON,  
Charging Party.

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HAROLD EUGENE ALSTON, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of Harold Eugene Alston (Charging Party) to the decision of the Director of Public Employment Practices and Representation (Director) dismissing his charge against the New York City Transit Authority (Authority). The charge alleges that the Authority's president, Gunn, had written him a letter which violated §209-a.1(a) of the Taylor Law. The Director found that Gunn's letter does not in any way interfere with the exercise of any of the Charging Party's rights under that Law.

An incident occurred on August 14, 1986 involving the Charging Party, who is a bus operator for the Authority. This incident resulted shortly thereafter in a notice of disciplinary action taken by the Authority against the Charging Party. Gunn's letter of October 18, 1986 concerns this disciplinary action and sets forth his understanding

that the Charging Party failed to make a timely appeal of his grievance in regard to that action and that the appeal was dismissed. As a result, Gunn states that he considers the discipline final. Gunn's letter closes with a suggestion that the Charging Party should in the future follow the grievance appeals procedure available under the collective bargaining agreement.

In his exceptions, Charging Party asserts that Gunn's letter is based on a "lie" about his failure to appeal. It would appear that the Charging Party claims that he did not receive notification of the disciplinary action at the time that the Authority thinks he did and that his appeal should be considered timely. He asserts that Gunn's letter is based on someone having "lied" to Gunn about the facts of his failure to appeal. He claims that this "lie" may be an employer improper practice under the Taylor Law.

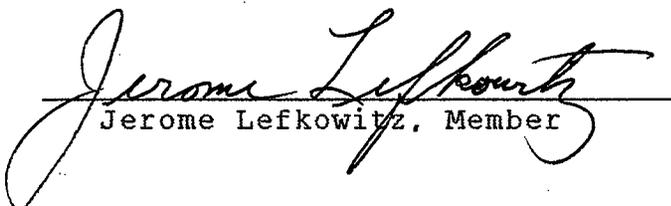
We agree with the Director that Gunn's letter cannot be found to interfere with the exercise of any rights under the Taylor Law. If the Authority has acted under a misapprehension of the facts or there is a basis to reopen the matter, the Charging Party's remedies lie elsewhere. Section 209-a.1(a) does not give us statutory authority to review the kind of issue regarding a disciplinary grievance procedure which the Charging Party appears to raise. It merely prohibits employer interference with, restraint or coercion of a public employee for the purpose of depriving

the employee of the right of organization, and the related right to be represented by an employee organization. Assuming the facts alleged by Alston to be true, they do not, as a matter of law, constitute a violation of §209-a.1(a) of the Taylor Law.

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

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD.

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In the Matter of

CITY OF JAMESTOWN and LOCAL 418,  
AFSCME,

Respondents,

-and-

CASE NO. U-9045

DAVID N. BENTLEY,

Charging Party.

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DAVID N. BENTLEY, pro se

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of David N. Bentley to the decision of the Director of Public Employment Practices and Representation (Director) dismissing a charge which he filed against the City of Jamestown (Employer) and Local 418, AFSCME (Union). The charge alleged that each violated unspecified sections of the Act. On the basis of the charge and further clarification, the Director determined that the alleged facts do not state a claim either against the Employer or the Union.

Bentley's charge and clarification indicates that he has had numerous difficulties at work, including several accidents which he claims were caused by unsafe equipment. He also claims that his contact dermatitis makes it impossible for him to perform certain jobs to which he has been assigned. He asserts a pattern of harassment by the Employer by virtue of job assignments

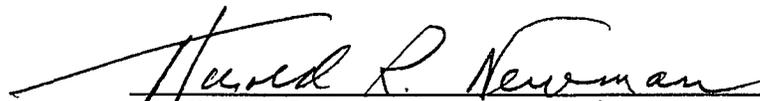
supposedly detrimental to his health and insubordination charges due to his refusal to perform those assignments. As against the Union, he charges that it has supported or failed to stop the Employer.

In his exceptions, Bentley reiterates his complaints against the Union regarding its alleged lack of action on safety matters and its alleged failure to represent him. The documents submitted by him as part of his exceptions, however, suggest that the Union has not refused to represent him but claims that Bentley has not cooperated with it. These documents also show that he may not in fact be cooperating because of his skepticism concerning its role.

Having reviewed the charge, the exceptions, and the documents submitted by the charging party, we find that the Director properly dismissed the charge. We cannot discern a claim that is cognizable under the Act.

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

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

HEWLETT-WOODMERE UNION FREE SCHOOL  
DISTRICT,

Employer,

-and-

CASE NO. C-3027

HEWLETT-WOODMERE FACULTY ASSOCIATION,  
LOCAL 2725, NYSUT,

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 the Hewlett-Woodmere Faculty Association, Local 2725, NYSUT 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.

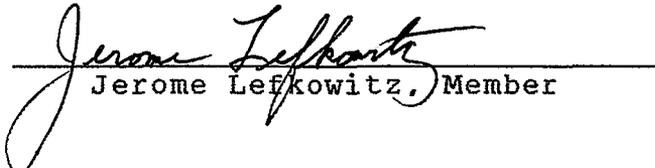
Unit: Included: COOP teachers, CIH teachers, Extended Day Kindergarten teachers, and Extended Day Pre-Kindergarten teachers.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Hewlett-Woodmere Faculty Association, Local 2725, NYSUT. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of  
NEW YORK CITY TRANSIT AUTHORITY,  
Employer,

-and-

CASE NO. C-3118

DISTRICT COUNCIL 37, AFSCME,  
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 District Council 37, AFSCME 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.

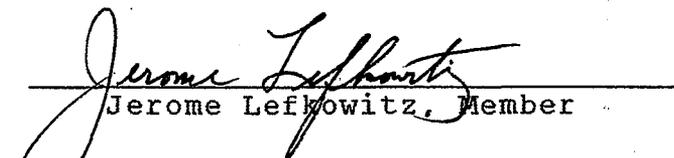
Unit: Included: All Laboratory Technicians.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with District Council 37, AFSCME. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of  
COUNTY OF ROCKLAND,

Employer,

-and-

CASE NO. C-3142

ASSOCIATION OF MUNICIPAL EMPLOYEES  
OF ROCKLAND COUNTY,

Petitioner,

-and-

ROCKLAND COUNTY UNIT #8350, ROCKLAND  
COUNTY LOCAL 844, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC., LOCAL  
1000, AFSCME, AFL-CIO,

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 Rockland County Unit #8350, Rockland County Local 844, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

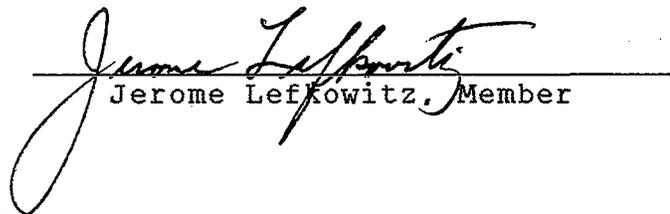
Unit: Included: All employees of the County of Rockland.

Excluded: See attached.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Rockland County Unit #8350, Rockland County Local 844, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

Excluded:

- a. All employees in the unclassified service.
- b. All employees in the exempt class of the classified service.
- c. The officer or head of each department, office or agency who has the power to appoint pursuant to law, any employee appointed as a Deputy to such officer or head of department, office or agency and is paid as such, chief executive or director of each department, office or agency under the jurisdiction of a Board or Commission.
- d. Student Employees.
- e. All Deputy Sheriffs.
- f. All executive, managerial, administrative, confidential, supervisory and professional employees.
- g. Security Officers.
- h. Relief employees who work less than 130 hours in any calendar quarter and 520 hours in any calendar year.
- i. Any part-time employee hired on or after January 1, 1980 who works less than 130 hours in any calendar quarter and 520 hours in any calendar year.
- j. Inmate Training Assistant.
- k. Criminal Investigator (Group of Classes) in the Office of the District Attorney of Rockland County.
- l. Sr. Criminal Investigator (Group of Classes) in the Office of the District Attorney of Rockland County.

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of  
CAMPBELL CENTRAL SCHOOL DISTRICT,  
Employer,

-and-

CASE NO. C-3144

CAMPBELL EDUCATORS ASSOCIATION,  
Petitioner,

-and-

CAMPBELL CENTRAL SCHOOL TEACHER'S  
ASSOCIATION,

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 Campbell Educators 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.

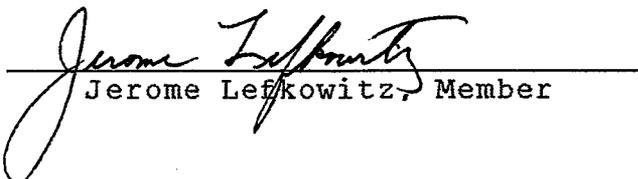
Unit: Included: All teaching staff.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with the Campbell Educators Association. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

TOWN OF ROSSIE,

Employer,

-and-

CASE NO. C-3148

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TEAMSTERS LOCAL 687, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA,

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,

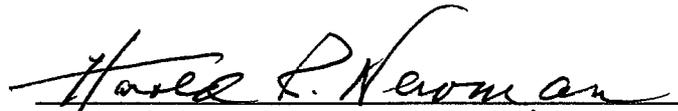
IT IS HEREBY CERTIFIED that Teamsters Local 687, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: Mechanical Equipment Operator.

Excluded: All other employees.

FURTHER, IT IS ORDERED that the above named public employer shall negotiate collectively with Teamsters Local 687, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. To negotiate collectively is the performance of their mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question rising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: February 23, 1987  
Albany, New York

  
Harold R. Newman, Chairman

  
Jerome Lefkowitz, Member

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