

# NOTICE TO ALL EMPLOYEES

PURSUANT TO  
THE DECISION AND ORDER OF THE

NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD

and in order to effectuate the policies of the

NEW YORK STATE  
PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT

we hereby notify all employees of the Lawrence Union Free School District in the bargaining unit represented by the International Brotherhood of Teamsters, City Employees Union, Local 237, that the Village will:

1. Cease and desist from unilaterally transferring to nonunit personnel the work of "property protection" security work exclusively performed by Security Aides within the bargaining unit represented by Local 237;
2. Restore to Security Aides in the unit represented by Local 237 the work of "property protection" security;
3. Offer reinstatement to all unit employees terminated as a result of the District's transfer of "property protection" security work, under the prevailing terms and conditions of employment as they existed when the work was transferred;
4. Make affected unit employees whole for wages and benefits, if any, lost as a result of its unilateral transfer to nonunit employees of said work, with interest at the maximum legal rate;

Dated . . . . .

By . . . . .

(Representative)

(Title)

Lawrence Union Free School District

*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*

transferred the work of ITAs and Security Aides "but for" Local 237's involvement in contract negotiations. As a result, no inference of improper motivation has been established, and we shall dismiss this allegation in the charge. In these circumstances, we find it unnecessary to examine whether the ALJ correctly found that the District established a legitimate business justification for the transfer of work or Local 237's associated exceptions.

Based upon the foregoing, we affirm the ALJ's decision with respect to ITAs, reverse the ALJ's decision with respect to the "property protection" work performed by Security Aides, and remand the allegation concerning "personal protection" work for further proceedings consistent with this opinion. We affirm the decision of the ALJ with respect to the allegation that the District violated §§ 209-a.1(a) and (c) of the Act.

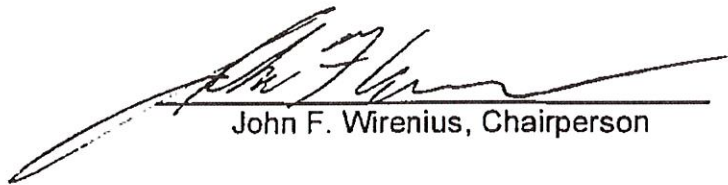
**IT IS, THEREFORE, ORDERED that the District forthwith:**

- 1. Cease and desist from unilaterally transferring to nonunit personnel the work of "property protection" security work previously exclusively performed by Security Aides within the bargaining unit represented by Local 237;**
- 2. Restore to Security Aides in the unit represented by Local 237 the work of "property protection" security;**
- 3. Offer reinstatement to all unit employees terminated as a result of the District's transfer of "property protection" security work, under the prevailing terms and conditions of employment as they existed when the work was transferred;**
- 4. Make the affected unit employees whole for wages and benefits, if any, lost as a result of its unilateral transfer to nonunit employees of said work, with interest at the**

maximum legal rate;

5. Sign and post the attached notice at all physical and electronic locations customarily used to post notices to unit employees.

DATED: November 6, 2017  
Albany, New York



John F. Wirenius, Chairperson



Robert S. Hite, Member