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ASSOCIATION OF ADMINISTRATIVE PERSONNEL OF THE OSWEGO
CITY SCHOOL DISTRICT,

Claimant,

-against-

NOTICE OF CLAIM

OSWEGO CITY SCHOOL DISTRICT BOARD OF EDUCATION,

Respondent.
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TO THE ABOVE NAMED RESPONDENT:

PLEASE TAKE NOTICE that the ASSOCIATION OF ADMINISTRATIVE PERSONNEL OF THE OSWEGO CITY SCHOOL DISTRICT ("Association", "Unit" or "Claimant") makes the following claims pursuant to the provisions New York Education Law Section 3813, against the OSWEGO CITY SCHOOL DISTRICT BOARD OF EDUCATION, ("District" or "Respondent");

1. The ASSOCIATION is represented in this claim by their attorney, the School Administrators Association of New York State ("SAANYS") Office of General Counsel, Arthur P. Scheuermann, Esq., A. Andre Dalbec, of Counsel, located at 8 Airport Park Blvd., Latham, New York, 12110.
2. The Association and the District are signatories of a collective agreement dated July 1, 2005 through June 30, 2010.
3. In a meeting with the Superintendent and Director of Personnel and Human Resources on December 9, 2009 the Association proposed a one-year rollover of the existing collective agreement with 4% raises in salary.

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4. The Board of Education considered the proposal in Executive Session at its January 5th Board meeting and by letter dated January 11 notified the Association of its rejection of the proposal and expressed its desire to open negotiations of a successor agreement.
5. On Saturday January 30, 2010, Board member Fran Hofer publicly revealed the contents of the proposal and items discussed in executive session when he authored and signed an article in the "InsideOswego.com" online website.

AS AND FOR A FIRST CLAIM

6. The Association restates, reasserts and re-alleges the claims set forth in paragraphs 1 – 5.
7. Board member's publication of negotiating terms during the course of collective negotiations was an attempt to interfere, restrain and coerce the Association in its exercise of its rights under the Taylor Law.
8. Therefore, the Board members actions were a violation of the duty to bargain in good faith pursuant to *Civil Service Law* § 209-a.1(a).

AS AND FOR A SECOND CLAIM

9. The Association restates, reasserts and re-alleges the claims set forth in paragraphs 1 – 8.
10. Board member's publication of negotiating terms during the course of collective negotiations was an attempt to discriminate against all members of the Association in their exercise of their rights under the Taylor Law.
11. Therefore, the Board members actions were a violation of the duty to bargain in good faith pursuant to *Civil Service Law* § 209-a.1(c).

AS AND FOR A THIRD CLAIM

12. The Association restates, reasserts and re-alleges the claims set forth in paragraphs 1 – 11.

13. Board member's publication of negotiating terms during the course of collective negotiations constituted a violation of the duty to bargain in good faith pursuant to *Civil Service Law* § 209-a.1(a).

WHEREFORE, Association will demand an order that the Board member and the District: (1) cease and desist from publishing confidential negotiation items; (2) negotiate in good faith all terms and conditions of employment; (3) be otherwise ordered to act in accordance with the Public Employees Fair Employment Act; and (4) that the proposed rollover be made the final agreement for school-year 2010 – 2011; (5) and any other relief appropriate under the circumstances.

Dated: February 4, 2010

A. ANDRE DALBEC, ESQ.
COUNSEL
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