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10-25-1978

State of New York Public Employment Relations Board Decisions from October 25, 1978

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from October 25, 1978

Keywords

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

WHITE PLAINS PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 274, I.A.F.F.,

Respondent,

-and-

CITY OF WHITE PLAINS,

Charging Party.

BOARD DECISION AND ORDER

CASE NO. U-3406

RAINS, POGREBIN & SCHER, ESQS.,
by BERTRAND B. POGREBIN, ESQ., for Charging Party

LOMBARDI, REINHARD AND WALSH, P.C.,
by RICHARD P. WALSH, JR., ESQ., for Respondent

A collective agreement negotiated by the City of White Plains (City) and the White Plains Professional Firefighters Association, Local 274, I.A.F.F. (I.A.F.F.) expired on June 30, 1978. An impasse in negotiations for a successor agreement was declared on March 20, 1978. A mediator was appointed, but even with his assistance the parties could not reach an agreement and, on June 15, 1978, I.A.F.F. petitioned for interest arbitration pursuant to §209.4 of the Taylor Law.

Among the demands submitted to the interest arbitration panel was one that would establish a general Health and Safety Committee. The City objected to the arbitrability of this demand on the ground that it is not a mandatory subject of negotiation and it filed the charge herein, which alleges that I.A.F.F. violated its duty to negotiate in good faith by improperly insisting upon the negotiation of a nonmandatory subject of negotiation. The demand at issue is

¹ As the dispute is one that primarily raises questions as to the scope of negotiations, it has been processed under §204.4 of our Rules, which dispenses with the Decision and Recommended Order of a hearing officer.

as follows:

"A general Health and Safety Committee shall be created consisting of two representatives appointed by the City and two representatives appointed by the Union. The Committee's jurisdiction shall cover all matters of safety to the members of the Fire Department including, but not limited to, the total number of employees reporting to a fire and the minimum number of employees to be assigned to each piece of fire-fighting apparatus. The foregoing is intended to be illustrative and not inclusive. Decisions of the Committee shall be made by majority vote, provided, however, that an equal number of representatives appear at such Committee meetings, which shall be held at least quarterly or on special call of any two of the representatives. In the event of a deadlock between the Union and City representatives, the issue in dispute shall be submitted to binding arbitration."

In its brief, the City acknowledges that we have held a demand that is indistinguishable from the one herein to be a mandatory subject of negotiation in I.A.F.F. Local 273 and City of New Rochelle, 10 PERB ¶3078 (1977). It is also aware that this decision was affirmed by the Appellate Division in City of New Rochelle v. Crowley, 61 AD 2d 1031 (1978). It argues, however, that we should overrule our decision in New Rochelle because the language of the demand at issue is too broad and might permit the safety committee to set general minimum manning standards under the guise of a purported safety claim. It contends that both we and the court must have misread the language of the demand in New Rochelle to have concluded, as we both did, that it would merely authorize an arbitrator to "resolve disputes involving a question of safety only in particularized and specific situations". Although we agree that the language of the demand might be improved upon, we do not find it defective.² A demand does not become a nonmandatory subject of negotiation because it is not worded precisely or clearly. It is the responsibility of the parties to


² See Troy Uniformed Firefighters Association, 10 PERB ¶3105 (1977); City of Mount Vernon, 11 PERB ¶3049 (1978); International Assn. of Firefighters, Local 189 and City of Newburgh (issued Oct. 19, 1978).

select the words that most precisely and clearly reflect any agreement that they may reach regarding a safety committee. Absent such an agreement, an arbitrator appointed pursuant to §209.4 of the Taylor Law may resolve language disputes just as he can resolve disputes of substance.

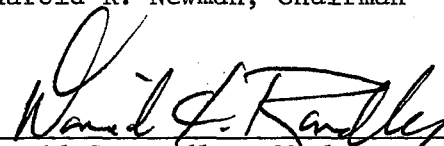
NOW, THEREFORE, WE determine that the charge that I.A.F.F. insisted upon the negotiation of a nonmandatory subject of negotiation is without merit, and

WE ORDER that it be, and it hereby is, dismissed.

DATED: Albany, New York
October 25, 1978



Harold R. Newman, Chairman



David C. Randles, Member

Member Klaus did not participate in this decision.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :
PINE PLAINS CENTRAL SCHOOL DISTRICT, :
Employer, :
- and - :
PINE PLAINS CENTRAL SCHOOL DISTRICT : Case No. C-1592
NON-TEACHING EMPLOYEES, :
Petitioner, :
- and - :
PINE PLAINS CENTRAL SCHOOL DISTRICT UNIT, :
DUTCHESS EDUCATIONAL CHAPTER, CSEA, :
Intervenor. :

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

Pine Plains Central School District Non-Teaching Employees has been designated and selected by a majority of the employees of the above named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

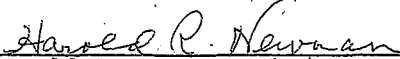
Unit: Included: All non-teaching personnel.

Excluded: Temporary help, summer help, Business Manager, Food Service Manager, Superintendent of Buildings and Grounds, District Principal's Secretary, Head Bus Driver.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with

Pine Plains Central School District Non-Teaching Employees and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 25th day of October, 1978.
Albany, New York


Harold R. Newman, Chairman


David C. Randles, Member

Board Member Klaus did not participate in this decision.

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