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8-29-1985

State of New York Public Employment Relations Board Decisions from August 29, 1985

New York State Public Employment Relations Board

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State of New York Public Employment Relations Board Decisions from August 29, 1985

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Comments

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STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF THE CITY OF NEW YORK,

Respondent,

-and-

CASE NO. U-7998

GLORIA COUNCIL,

Charging Party.

GLORIA COUNCIL, pro se

BOARD DECISION AND ORDER

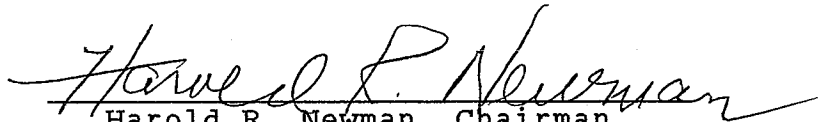
This matter comes to us on the exceptions of Gloria Council to a decision of the Acting Director of Public Employment Practices and Representation (Acting Director) dismissing her charge against the Board of Education of the City School District of the City of New York (District). The charge complains that the District relied upon inaccurate testimony in disciplining her for threatening, and being abusive to, a fellow employee. The Acting Director dismissed the charge on the ground that it failed to allege facts which might constitute an improper practice within the meaning of the Taylor Law.

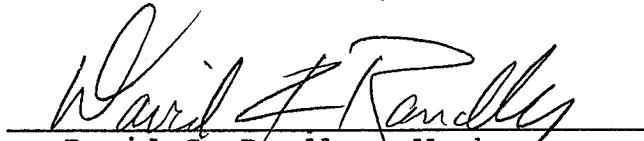
In support of her exceptions, Council supplements her factual allegations in support of the proposition that the District's conclusion that she threatened and abused a fellow

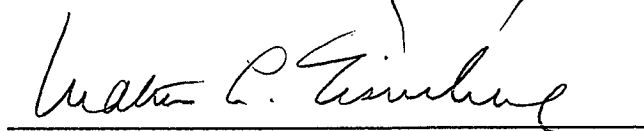
employee was incorrect. As supplemented, however, her charge still raises no issue under the Taylor law. There is no allegation or other indication that the District's conduct, even if based upon erroneous information, was intended to deprive Council of her rights of organization or representation under the Taylor Law.^{1/} Accordingly, we affirm the decision of the Acting Director that the charge failed to set forth any facts which might constitute an improper practice.

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

DATED: August 29, 1985
Albany, New York


Harold R. Newman, Chairman


David C. Randles, Member


Walter L. Eisenberg, Member

^{1/}Disciplinary action taken by the District may be reviewed in other forums, but unless it is taken for the purpose of depriving employees of Taylor Law rights, it is not subject to the jurisdiction of this Board.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
CITY OF ROCHESTER,

Respondent,

-and-

CASE NO. U-7795

ROCHESTER FIREFIGHTERS ASSOCIATION,
LOCAL 1071, IAFF,

Charging Party.

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

REDMOND & PARRINELLO, ESQS., (JOHN R. PARRINELLO,
ESQ., of Counsel), for Charging Party

BOARD DECISION AND ORDER

This matter comes to us on the exceptions of the Rochester Firefighters Association, Local 1071, IAFF (Local 1071) to so much of a decision of an Administrative Law Judge (ALJ) as dismissed its charge that the City of Rochester (City) improperly refused to negotiate the following demand:^{1/}

The City agrees not to order any uniformed member of the unit to perform any duty or task normally performed by other departments or by non-uniformed members of the unit.

^{1/}The ALJ dismissed other specifications of the charge and found merit in one specification. Those parts of his decision are not appealed and are therefore not before us.

The ALJ dismissed this specification of the charge on the basis of his conclusion that the demand is not a mandatory subject of negotiation in that it would prevent the City from assigning firefighters work which is part of their essential duties and functions. In its exceptions, Local 1071 asserts that this is not its intent. Rather, it asserts that its brief to the ALJ makes clear that it merely seeks to preclude the assignment to firefighters of tasks that are outside their essential duties and functions. It further argues that such assignments would have an impact that would support a duty to negotiate.


A review of Local 1071's brief to the ALJ does not support its position. It merely indicates that the purpose of the demand is to relieve firefighters of assignments normally given to non-uniformed members of the fire department who work in the repair shop and to other City employees who perform Building Bureau and police functions.

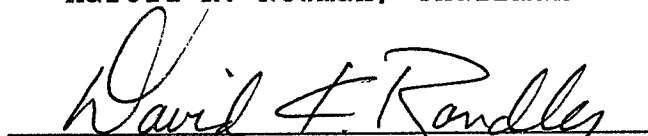
This does not suffice to establish that the demand does not reach essential duties and functions of firefighters. For example, those essential duties may include fire prevention inspections which might also be performed by building inspectors and police officers. While a demand to preclude assignment of that which is not an essential aspect of their employment function or of its related incidental tasks may be mandatory, on the record before us we cannot


find that this was the demand presented to the City. Accordingly, the City did not violate the Taylor Law by refusing to negotiate the instant demand.^{2/} In this connection we note that while assignments made by the City may have consequences that would justify Local 1071 in making impact demands, the record does not disclose that it has done so and the charge does not allege any refusal to negotiate such demands.

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

DATED: August 29, 1985
Albany, New York


Harold R. Newman, Chairman


David C. Randles, Member


Walter L. Eisenberg, Member

^{2/}Waverly CSD, 10 PERB ¶3103 (1977).

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

NIAGARA FRONTIER TRANSPORTATION
AUTHORITY,

Employer,

-and-

CASE NO. C-2959

N.F.T.A. POLICE BENEVOLENT 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 N.F.T.A. Police Benevolent Association has been designated and selected by a majority of the employees of the above-named 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 Police Officers.

Excluded: Police Chief, Deputy Police Chief,
Police Captain, Administrative
Lieutenant, Sergeant, Sergeant
Communications Class II, Secretary to
Police Chief, and Clerk to Police Chief.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the N.F.T.A. Police Benevolent Association and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

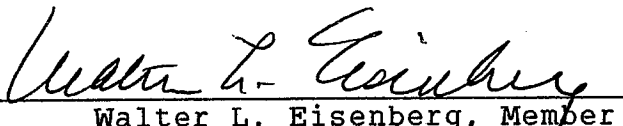
DATED: August 29, 1985
Albany, New York



Harold R. Newman, Chairman



David C. Randles, Member



Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
ISLIP UNION FREE SCHOOL DISTRICT,
Employer,

-and-

CASE NO. C-2941

ISLIP TEACHER AIDES ASSOCIATION,
NYSUT, AFT, AFL-CIO,
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 Islip Teacher Aides Association, NYSUT, AFT, AFL-CIO has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time and regular part-time aides and monitors in all categories, except part-time security monitors who are active peace officers.

Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Islip Teacher Aides Association, NYSUT, AFT, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment of the employees in the unit found appropriate, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances of such employees.

DATED: August 29, 1985
Albany, New York

Harold R. Newman
Harold R. Newman, Chairman

David C. Randles
David C. Randles, Member

Walter L. Eisenberg
Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of
UTICA TRANSIT AUTHORITY,

Employer,

-and-

CASE NO. C-2933

LOCAL 182, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS,

Petitioner,

-and-

AMALGAMATED TRANSIT UNION, LOCAL 582,

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 the Local 182, International Brotherhood of Teamsters 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

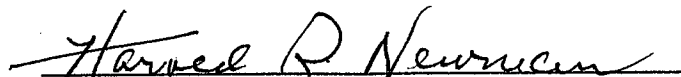
negotiations and the settlement of grievances.

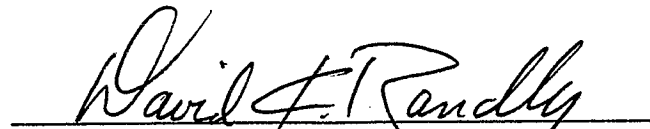
Unit: Included: Bus Operator, Mechanic (Electrician),
3rd Class Mechanic, Trainee (Mechanic),
Inspector, Utility, Bus Operator-
Part-time Dispatcher, Director of
Maintenance, First Class Body Man,
Mechanic 1st Class, Trainee, Director
of Safety & Training, Foreman, Garage
Foreman, Dispatcher, 2nd Class Body Man.

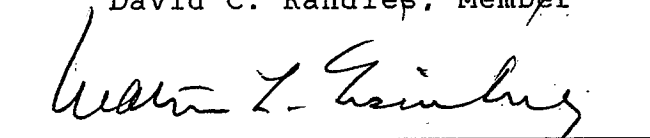
Excluded: All other employees.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Local 182, International Brotherhood of Teamsters 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: August 29, 1985
Albany, New York


Harold R. Newman, Chairman


David C. Randles, Member


Walter L. Eisenberg, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

GLOVERSVILLE HOUSING AUTHORITY,

Employer,

-and-

CASE NO. C-2934

GLOVERSVILLE HOUSING EMPLOYEES
ASSOCIATION (MAINTENANCE),

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 Gloversville Housing Employees Association (Maintenance) 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 Maintenance Men.

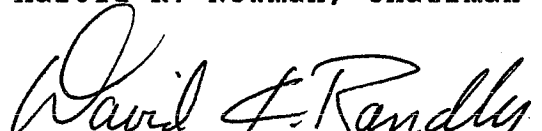
Excluded: Maintenance Foreman and all other employees of Gloversville Housing Authority.

Further, IT IS ORDERED that the above named public employer shall negotiate collectively with the Gloversville Housing Employees Association (Maintenance) 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.

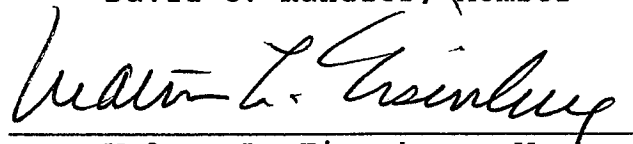
DATED: August 29, 1985
Albany, New York



Harold R. Newman, Chairman



David C. Randles, Member



Walter L. Eisenberg, Member