Patrolmen's Benevolent Ass'n, 25 OCB 33 (BCB 1980) [Decision No. B-33-80 (IP)], _aff'd_, _Patrolmen's Benevolent Ass'n v. McGuire_, N.Y.L.J., Jan. 30, 1981, at 6 (Sup. Ct. N.Y. Co.).

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of

THE PATROLMEN'S BENEVOLENT ASSOCIATION,

Petitioner,

-and-

ROBERT J. McGUIRIE, as Police Commissioner of the City of New York and the CITY OF NEW YORK,

Respondent.

DECISION NO. B-33-80

DOCKET NO. BCB-407-80

DECISION AND ORDER

On April 3, 1980, Petitioner, the Patrolmen's Benevolent Association (hereinafter "PBA" or the "Union"), filed 12 Verified Improper Practice Petitions with the Office of Collective Bargaining protesting against inter alia the New York City Police Department's unilateral reassignment of certain functions and duties of unit employees to civilian workers not included in the unit. One such petition was filed on behalf of Police Officer Jack Armstrong and all other police officers of the "Traffic Division" of the New York City Police Department. In this petition, the PBA alleges that:

> Said Police Officers patrol the highways aiding disabled motorists and perform other functions on the highways relating to the enforcement of motor)vehicle operations. On or about January 1, 1980, the functions heretofore carried out by said Police Officers are likewise being assigned to the Department of Traffic with the consequent usurpation of duties previously performed

> solely by Police Officers. Such a procedure constitutes an attempt to replace Police Officers with untrained civilian personnel and clothe said civilians with powers traditionally exercised by Police Officers without first having bargained with the employee organization. This constitutes a violation of §1173-4.2a(1) and 1173-4.2a(4) of the New York City Collective Bargaining Law.

The relief requested of the Board is for a determination that the Respondent engaged in an improper practice as defined in §1173-4.2 of the New York City Collective Bargaining Law (NYCCBL) and that it:

> Enjoin Respondent(s) from continuing to empower the Department of Traffic to usurp duties and functions heretofore performed by Police Officers in the Traffic Division of the New York City Police Department.

The Respondents, Police Commissioner Robert J. McGuire and the City of New York appearing by the Office of Municipal Labor Relations (hereinafter "OMLR" or the "City") on April 29, 1980 filed their Answer to the PBA's petitions in which they denied each and every allegation of the Petitioner, presented several affirmative defenses, and prayed for dismissal of the petitions.

On May 30, 1980, the PBA filed its Reply to the City's Answer. In its letter dated June 5, 1980, the OCB informed both Petitioner and Respondent that all but one of the 12 submitted petitions would be consolidated. The sole remaining petition is the subject of this decision. This petition alleges that the function of an entire Division of the Police Department - a function which "includes the enforce-

ment of laws relating to motor vehicle operations"[1] has been transferred to another department and assigned to civilian personnel. The OCB letter also requested that both parties submit a statement of clarification since the PBA's petition failed to plead facts which demonstrated the practical impact of the alleged reassigned unit work, and since the City's response was comprised of only a general denial.

A statement was submitted by the City on June 13, 1980 specifically dealing with BCB-407-80 and on June 17, 1980 an additional letter responding to arguments posited in the PBA's Reply was presented by the City. Petitioner, PBA, filed its statement on June 16, 1980.

POSITIONS OF THE PARTIES

Union Position

The PBA argues that police officers of the Traffic Division of the New York City Police Department are being usurped of certain functions they perform. Its complaint is that the patrolling of highways searching for and aiding disabled motorists as well as the performing of other duties related to rotor vehicle operations enforcement are being assigned to civilian employees of the New York City Department of Traffic. The Union claims that the City's action in effecting this re-allocation of work unilaterally and without negotiation with Petitioner is an improper practice pursuant to the provisions of §1173-4.2(a)(l)&(4) of the NYCCBL.

The Union contends that the City's civilianization" program - a program ostensibly designed to invest untrained civilian personnel

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[1] It was this difference in the scope of the instant petition and that of the other 11 petitions which prompted the trial examiner's recommendation and our decision to sever the instant matter.

(non-unit employees) with powers exclusively held by police officers (unit employees) - is inconsistent with the process of collective bargaining. It is contended that civilianization adversely affects police officers' terms and conditions of employment (i.e. workload and manning) and, therefore, has a "practical impact" upon unit members. To demonstrate that civilianization programs are within the scope of collective bargaining, the Union cites the last sentence of §1173-4.3(b) of NYCCBL which reads:

> Decisions of the city or any other public employer on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of workload or manning, are within the scope of collective bargaining.

The PBA further asserts that replacement of unit employees whom it represents by civilian non-unit employees results in a detriment to the Union at large, and hence constitutes an improper practice under §1173-4.2(a) (2),(3),(4) of the NYCCBL.

The PBA suggests that the City's action herein is comparable to unilateral acts of contracting out unit work, Heavy reliance is placed by Petitioner on a United States Supreme Court decision, Fibreboard Paper Products Corp. v. NLRB, 57 LRRM 2609 (1964) which, according to Petitioner, creates a "three-part test" to determine under what conditions the unilateral contracting out of unit work constitutes illegal interference with the rights of unit employees. The Petitioner argues that the application of the "three-part test" to the case before this Board reveals that the transferring of certain

Police Department functions to civilians similarly interferes with the rights of the unit herein comprised of police officers of the Traffic Division. As the civilianization program initiated by the city must therefore be a mandatory subject of bargaining, the fact that the City unilaterally implemented civilianization without having first negotiated with the Union is claimed to constitute an improper
practice.

Three PERB decisions were cited by the Union in support of its position. East Ramapo Central School District, 10 PERB ¶4536 (1977); aff'd, 10 PERB ¶3064 (1977); Saugerties Central School District, 10 PERB ¶4529 (1977); North Shore Central School District, 10 PERB ¶4550 (1977). Each is concerned in part with unilateral reassignment of certain school employees' unit work to non-unit employees and the practical impact on the terms and conditions of employment for the unit. The PBA points out that in each case the reassignment of unit work without-prior negotiation with the unit's representative contravened the supposed "three-Dart test" of Fibreboard.

Also cited by the Union is a Port Authority Employment Relations Panel Case, Port Authority of New York and New Jersey and Port Authority Superior Officers Association. The Panel held that negotiation of reassignment of unit work to non-unit employees is mandatory yet still does not abridge the employer's freedom to manage since there is no obligation to agree.

In response to the OCB's request for a clarifying statement demonstrating the practical impact of the reassigned unit work, Petitioner filed a statement alleging certain facts. What the OCB specifically attempted to elicit from the PBA were "factual allegations" such as "the number of police officers involved... [and] whether these officers no longer perform their traffic duties or

whether they perform them concurrently with the civilians."[2] The PBA's responsive pleadings state that Police Officer Jack Armstrong in March 1980 had observed a vehicle from the Department of Traffic,

> aiding and servicing a disabled motorist. Additionally, he observed Department of Traffic vehicles on post patrolling the F.D.R. Drive, The Henry Hudson Parkway and the Cross-Bronx Expressway.[3]

The pleadings further allege that the patrolling of the above limited access roadways and the servicing of disabled motorists were, prior to civilianization, performed solely by police officers who comprise the grieving unit herein. That police officers of the Traffic Division have exclusive Jurisdiction to the aforementioned functions is supported, according to the Union, by §435 of the New York City Charter. The powers claimed by the Union to be relegated exclusively to the Police Department include the power to

> ...regulate, direct, control and restrict the movement of vehicular and pedestrian traffic for the facilitation of traffic and the convenience of the public as well as the proper protection of human life and health....[4]

Petitioner, therefore, asserts that before implementation, the civilianization program must be subjected to mandatory bargaining. Absent such bargaining, the Petitioner requests that unilateral action by the City concerning civilanization be declared an improper practice by the Board.

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[2] Letter issued by the OCB trial examiner to legal counsel for the PBA and to OMLR dated June 5, 1980.

[3] Petitioner's Statement dated June 16, 1980.

[4] Id.

City Position

In its Answer, the Respondent, denies each and every substantive allegation contained in the Union's Petition, BCB-407-80. The City then goes on to assert two affirmative defenses with respect to the case at bar.

First, the City claims that the PBA's Petition was devoid of any factual allegations or any imputed improper motivations which could substantiate a charge of attempted domination or destruction of a public employee organization. Respondent argues that no basis within the meaning of §1173-4.2(a) of the NYCCBL has been established for which relief can be rendered.

Second, civilianization is argued to be under the umbrella of managerial rights granted to the Police Department pursuant to §1173-4.3(b) of the NYCCBL. The City claims that the PBA is attempting to interfere with the rights of management as embodied by the reassignment of unit work to civilian, non-unit employees, because civilianization is a process "related to the operation of the Department as distinguished from delivery of police services." Civilianization is a method, explains the Respondent, whereby non--uniformed civilian personnel represented by an organization other than the PBA are assigned to do certain functions not specifically requiring a policeman's expertise so that policemen may be deployed to perform "duties more directly :related to law enforcement." Accordingly, the City contends that Board Decision B-8-80 specifically sanctioned this very process of civilianization as within management prerogative.

Amplifying its Position in two letters dated June 13 and 17, 1980, the OMLR responded to the OCB's request for a statement of clarification by pointing out that Board Decision B-8-80 upheld civilianization of Parking Enforcement Squad (hereinafter "PES") functions as "a valid exercise of a managerial right." The OMLR also directs the Board's attention to a PERB decision, City of Albany, 13 PERB ¶3011(1980), in which reassignment to civilians to work previously performed by police officers was deemed to be "not violative of [management's] statutory duty to negotiate in good faith because it did not involve a mandatory subject of negotiation." As for the cases cited by the PBA viz. Fibreboard Paper Products and the three school decisions rendered by PERB, supra, OMLR claims that the Fibreboard decision was erroneously applied to the situation at hand and that the PERB decisions were "readily distinguishable" on the facts.

Furthermore, the City argues that the PBA has failed to supply any factual allegations concerning the practical or even "hypothetical" impact upon the terms and conditions of employment of police officers. To support this argument, the City contends that the reason that there is a paucity of factual allegations throughout the PBA's pleadings is that, aside from management of certain functions of the PES, there has been no civilianization of the Traffic Division of the Police Department.

Respondent maintains that the general denial contained in its Answer was sufficient in itself insofar as the PBA submitted mere "conclusory allegations" in "everyone of [its) improper Practice Petitions." As a matter of law, so concludes the City, the Board should dismiss the PBA's Petition, BCB-407-80, outright.

DISCUSSION

The Union claims that the City engaged in improper practices under §1173-4.2(a) of the NYCCBL by implementing the civilianization program by unilateral decision. In its Verified Petition, BCB-407-80, the PBA points to subdivisions (1) and (4) as having been allegedly violated.[5] They are as follows:

> (1) to interfere with, restrain or coerce employees in the exercise of their rights granted in section 1173-4.1 of this chapter;
> (4) to refuse to bargain collectively in good faith on matters within the scope of collective bargaining with certified or designated representatives of its public employees.

Mere assertion of an improper practice without factual allegations evidencing the violative activity will not sustain the requisite burden of proof placed on the charging party. Penfield Central School District v. AFSCME, Local 2419-A, 11 PERB ¶4563 (1978); State of New York, State University of New York v. United University Professions, Inc., AFL-CIO, Local 2190, 10 PERB ¶4528 (1977); Bradford Teachers Association v. Lillie Rizzon, 10 PERB ¶4544 (1977); Stork Restaurant v. Boland, 282 N.Y. 259, 26 N.E. 2d 248 (1940). Along identical lines, this Board has dismissed improper practice charges

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[5] The PBA's Reply to the City's Answer mentioned additional violations contained in subdivisions (2) and (3) of section 1173-4.2(a). As the PBA's Reply is one which deals generally with the entire group of civilianization cases and not specifically with BCB-407-80 as separated out from its companion cases, we conclude that the PBA's resort to subdivisions (2) and (3) was not intended for BCB-407-80. Subdivisions (2) and (3) are wholly irrelevant to the situation in this particular case.

where the charging party has failed to present factual evidence to substantiate its claim. PBA V. City of New York, B-5-80; PBA, Inc. v. New York Police Department and The City of New York, B-8-80; Samuel DeMilia v. Robert J. McGuire,
B-14-80. Petitioner contends, here, that the Police Department of New York City committed the improper practice of interfering with unit policemen in the exercise of their rights granted in §1173-4.1. of the NYCCBL when it reassigned Traffic Division functions to civilian employees. Neither the PBA's Verified Improper Practice Petition nor its Reply nor its Petitioner's Statement of June 16, 1980 state any facts in support of the conclusory allegation that the New York City Police Department attempted to interfere with, restrain, or coerce policemen of the Traffic Division in the exercise of their rights guaranteed in §1173-4.1. We, therefore, dismiss the Union's improper practice charge based upon §1173-4. 2 (a) (1).

In its second improper practice charge the PBA maintains that under §1173-4.2 (a)(4) the City is obligated to bargain with regard to the reassignment of Traffic Division functions to civilian employees who are not part of the unit and that unilateral reassignment constitutes an improper practice.

OMLR claims that unilateral implementation of the civilianization program is authorized by that portion of §1173-4.3 (b) which reads as follows:

> It is the right of the city, or any other public employer, acting through its agencies, to ... determine the methods, means and personnel by which government operations are to be conducted.

We agree.. In a recent decision involving the issue of civilianization of PES functions, we held that unilateral action by the City in assigning certain PES functions to civilians was properly within the City's management prerogative. PBA v. The New York City Police Department, B-8-80; and the City had no duty to bargain with regard to that action. Similarly here, the reassignment to civilian employees of certain functions of the Traffic Division is a matter of management prerogative as to which the City had no duty to bargain.

The PBA asserts, however, that the City's action herein comes within the purview of the last sentence of §1173-4.3 (b) which reads as follows:

> Decisions of the city on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on employees, such as questions of work load or manning, are within the scope of collective bargaining. (emphasis supplied)

The PBA contends that civilianization has an impact on questions of workload and manning, and, thus, is within the scope of collective bargaining. Again, the PBA fails to allege facts in support of its conclusory allegation..

A thorough review of the record reveals no evidence of practical impact upon policemen of the Police Department's Traffic Division. Practical impact has been defined as, inter alia, an "unreasonably excessive, or unduly burdensome workload, as a regular condition of employment." Uniformed Firefighters Association and the City of New York, B-9-66. In reviewing the exercise of a

managerial prerogative for its practical impact upon employees, the Board has held that

> [W]here a practical impact is alleged by a union and disputed by the City, there can be no resolution of any bargainable issue arising out of the alleged impact until the question of whether the practical impact exists has been determined. In other words, the determination of the existence of practical impact is a condition precedent to determining whether there are any bargainable issues arising from the practical impact.

Uniformed Firefighters, supra. It is also well established that practical impact is implicit in any layoff. Those employees who have been or will be laid off are entitled to bargain with management not as to the decision to layoff but as to the per se practical impact which it must cause. City of New York v. MEBA, District No. 1, Pacific Coast District, B-3-75; District Council 37, AFSCME v. City of New York, B-18-75; City of New York v. District Council 37, AFSCME, AFL-CIO, B-21-75.

In the instant matter, however, PBA makes no allegation of layoffs, reduction in wages or even that police officers have been transferred out of the Traffic Division. No evidence has been presented that the working conditions of these police officers have been affected by the reallocation of certain functions to the New York City Department of Traffic. In short, the complaining unit employees have offered no substantiation of their conclusory allegation of practical impact. Petitioner's Statement of clarification received by this office on June 16, 1980 merely asserts that the functions of patrolling limited access roadways and servicing

disabled motorists were, prior to the civilianization program, within the sole domain of the Traffic Division of the Police Department, and that, through unilateral reassignment, the Department of Traffic can presently perform these duties concurrently with police officers.[6]

If no practical impact is demonstrated or found to exist, then there is no duty on the City pursuant to the NYCCBL to bargain. PBA v. City of New York, B-5-80; PBA v. The New York City Police Department, B-8-80. Even if a practical impact had been shown to exist in this matter, it would not render the underlying management action an improper practice. Proof by PBA and a finding by the Board of practical impact would constitute no more than fulfillment of a condition precedent warranting a prospective direction that the practical impact be alleviated through bargaining between the parties. UFA and City of New York, B-9-68.

The PBA calls our attention to §435 of the New York City Charter and claims that this section gives the Police Department exclusive jurisdiction over regulation and control of vehicular and pedestrian traffic. We find this argument inaccurate. The language cited by the Union is preceded by the following clause: "subject

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[6] In its letter of clarification dated June 13, 1980, OMLR states that there have been no Traffic Division functions reassigned to civilians other than those performed by the PES. Indeed this very reassignment is exactly what we held in B-8-80 to be properly within the ambit of exclusive management prerogative. We note, however, that the PBA in its letter dated June 16, 1980 rebuts OMLR's assertion that unilateral reassignment of only PES functions have been resorted to by the City. Evidence is presented by the PBA that

(footnote continue next page)

to the provisions of law and the rules and regulations of the commissioner of traffic...." (emphasis supplied). Chapter 71 of the New York City Charter entitled "Department of Transportation," sets forth in §2903b (14) the following powers and duties of the Commissioner of Transportation:

> b. Parking and traffic operations. The commissioner shall:
> (14) enforce laws, rules and regulations concerning the parking of vehicles and the movement and conduct of vehicular and pedestrian traffic:
> (a) Notwithstanding the provisions of any other law the commissioner shall have the power, concurrently with the police department, to enforce all laws, rules and regulations prohibiting, regulating, directing, controlling or restricting both the parking of vehicles and the movement and conduct of vehicular and pedestrian traffic in and on all streets, squares, avenues, highways, parkways and-public off-street parking facilities in the city. (emphasis supplied).

It is clear from the language quoted above that the Traffic Division of the Police Department does not have exclusive jurisdiction over regulation and control of vehicular and pedestrian traffic. On the contrary, the New York City Charter specifically mandates that these functions are to be concurrently held with the New York City Department of Transportation.

The PBA also asserts that the civilianization program has an impact on the union at large. In its Reply, the PBA states:

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one Police Officer Jack Armstrong observed "a Department of Traffic vehicle aiding and servicing a disabled motorist." But this evidence does not address the issue of practical impact. Without a showing of what impact-aiding and servicing disabled vehicles as performed by Department of Traffic personnel has on police officers of the Traffic Division, the City is not required to bargain with the unit.

> Replacement of a union employee unit with non-police employees constitutes a deprivation and loss of a employee unit [sic] to the determent [sic] of the union.... Said policy of replacing a union unit with a non-union unit constitutes discrimination against the covered employee organization.

"Practical impact," as provided for in the NYCCBL, is a term of art which has no reference to the rights and interests of a labor union. of "practical impact" is addressed to the effect management action will have upon the wages, hours, and working conditions of employees and §1173-4.3(b) so states expressly: "...questions concerning the practical impact that decisions on [management rights] have <u>on employees</u>, such as questions of workload and manning, are within the scope of collective bargaining." (emphasis supplied).

The Union goes on to assert that the decision of the United States Supreme Court, in <u>Fibreboard Paper Products Corp. v. NLRB</u>, 57 LRRM 2609 (1964), supports the Union's position that the "policy of replacing a union with a non-union unit" has a detrimental impact on the employee organization. <u>Fibreboard</u>, according to the PBA, creates a three-part test which, when applied to the situation at hand, mandates that the civilianization program become subject to bargaining.

At issue here is a management rights clause embodied in §1173-4.3(b) of the NYCCBL. No such clause was at issue in <u>Fibreboard</u>. Nevertheless, Justice Stewart, in his concurring opinion joined in by Justices Douglas and Harlan, was emphatic that management had to be free to act unilaterally. He stated that, "Nothing the Court

hold today should be understood as imposing a duty to bargain collectively regarding such managerial decisions,-which lie at the core of entrepreneurial control." Fibreboard, 57 LRRM at 2617.

The Fibreboard decision was directed at situations where work of the existing unit had been contracted out to non-unit third parties and unit employees were laid off without prior negotiation between the union and the employer. Contracting out in all of those circumstances and in the absence of prior bargaining was held to be an unfair labor practice. But, in the case before us, there is no contracting out to third parties nor have PBA employees been laid off or even transferred. The City reassigned unit work of the Police Department's Traffic Division to other non-unit City employees. Such reallocation of work by the City within its existing workforce and without loss of employment or change of assignment of unit employees is in no way comparable to the subcontracting dealt with in Fibreboard, where unit employees were laid off and unit work assigned to employees of independent contractors.[7] Reassignment under the civilianization program herein has produced no such result, nor has any other impact upon the terms and conditions of employment been factually alleged by the Union.

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[7] For additional private sector cases on contracting out and what its substantial adverse effect on employees in the bargaining unit must be, see: NLRB v. King Radio Corp., 416 F. 2d 569, 72 LRRM 2245 (10th Cir. 1979); District 50, United Mine Workers of America, Local 13942 v. NLRB, 358 F. 2d 234, 61 LRRM 2632 (4th Cir. 1966); Puerto Rico Telephone Co. v. NLRB, 359 F. 2d 983, 62 LRRM 2069 (1st r. 1966).

The PBA also relies upon decisions of PERB in East Ramapo Central School District, 10 PERB ¶4536 (1977), Saugerties Central School District, 10 PERB ¶4529 (1977), and North Shore Central School District, 10 PERB ¶4550 (1977).

A pivotal element in these cases, however, was the fact that in each instance the unilateral management action of transferring unit work to non-unit employees resulted in unit employees losing their jobs permanently or for a period of time. The matter before us is readily distinguishable since no policeman who is a member of the Traffic Division unit is alleged to have lost employment or to have been adversely affected in any other way. Thus, reassignment of Traffic Division functions falls squarely within the ambit of management prerogative and need not be negotiated by the City.

The Union's reliance on the Port Authority Employment Relations Panel Case cited in the PBA's Reply is misplaced. We reiterate our language in the recent case involving civilianization of PES functions:

> ...an arbitrator's interpretation of rights derived from a collective bargaining agreement between a government entity and an employee organization who are not parties to the matter before the Board and who are not subject to the jurisdiction of the NYCCBL is of little relevance to determination of the allegations herein of violations of law...

PBA v. New York City Police Department, supra, B-8-80.

Two recent decisions by PERB do have significant bearing on the instant matter. The first, County of Suffolk v. Suffolk County

PBA, Inc., 12 PERB ¶3123 (1979), deals with the unilateral transfer by Suffolk County of Police officers working in the Central Records, Teletype, and Firearms sections of its police department to other sections of the department. At the same time, the County hired civilian personnel to perform the former duties of the displaced officers. The Suffolk PBA charged that unilateral transfer of unit employees without prior bargaining with the unit constituted an improper practice. PERB held that the total lack of evidence that the transfers had an impact upon terms and conditions of employment or that the transfers effectively deprived unit employees of their right of organization provided absolutely no basis upon which an improper practice could be charged. PERB distinguished the case from East Ramapo, supra, and concluded there was no requirement that Suffolk County bargain with the grieving employee unit.

A second PERB decision, City of Albany v. Albany Officers Union, 13 PERB ¶3011 (1980), involved-a unilateral transfer by the City of Albany of 19 police officers from work involving communications, towing, and issuance of parking tickets to other assignments. The city, without prior negotiations with the union, then assigned these functions to non-unit employees who were hired to take over the unattended unit work. In response to the union's complaint that such unilateral action - not preceded by collective bargaining - amounted to an improper practice, PERB held:

> in [County of Suffolk, 12 PERB ¶3123 (1979)], we determined that the conduct of the employer was not violative of its statutory duty to negotiate in good faith because it did not involve a mandatory subject of negotiation.

> We then found that the employer's conduct in assigning to civilians the duties in question concerned primarily a determination of the qualifications for the respective jobs involved, a well-established management right.

The record being devoid of any alleged practical impact on terms or conditions of employment, PERB dismissed the complaint. In both of decisions, it was recognized that government must be free to act unilaterally in certain areas without being required to negotiate its decisions so that the government may provide the best possible services to its citizens at the least possible cost. The difference between the matter before PERB and the management action under review herein, is, of course, that a statutory management rights clause expressly provides that the City is free to determine unilaterally and without bargaining, the "methods, means and personnel by which government operations are to be conducted."[8] Hence, reassignments made in order to utilize police officers more efficiently are an exercise of a well-established management right, and under such circumstances there is no duty to bargain. Accordingly, we will dismiss the PBA's petition herein.

ORDER

Pursuant to the powers vested in the Board of Collective Bargaining by the New York City Collective Bargaining Law, it is hereby

[8] NYCCBL §1173-4.3 (b).

ORDERED, that the improper practice petition filed herein by the Patrolmen's Benevolent Association of the City of New York, Inc., be, and the same hereby is, dismissed.

DATED: New York, N.Y.
September 11, 1980

ARVID ANDERSON
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