

City v. UFA, 7 OCB 3 (BCB 1971) [Decision No. B-3-71 (Arb)]

OFFICE OF COLLECTIVE BARGAINING  
BOARD OF COLLECTIVE BARGAINING

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In the Matter of

THE CITY OF NEW YORK

Petitioner,

DECISION NO. B-3-71

vs.

DOCKET NO. BCB-77-70

UNIFORMED FIREFIGHTERS ASSO-  
CIATIONS LOCAL 943, IAFF,  
AFL-CIO

Respondent.

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**DECISION AND ORDER**

The City's petition herein seeks a determination that a grievance urged by Respondent is not arbitrable.

Respondent alleges as a grievance that Fire Marshals (Uniformed) have not received payment of a longevity increase provided for in a collective bargaining agreement between Petitioner and Respondent.

Petitioner states that the above-mentioned contract covers only Firemen and not Fire Marshals (Uniformed). Accordingly, Petitioner contends that there is no agreement between the parties to arbitrate any matter concerning Fire Marshals (Uniformed).

In RE-14-70, a proceeding before the Board of Certification, the City moved to add Fire Marshals (Uniformed), to Certificate 1 NYCDL No. 2, held by Respondent, which was served with the motion papers. In Decision No. 61-70, the Board of Certification added such title to Certificate 1 NYCDL No. 2.

New titles constantly are being added to existing bargaining units by decisions of the Board. When a contract has been executed covering an existing unit, the subsequent addition of a new title does not reopen the contract as to the previously certified titles, nor does it automatically extend the provisions thereof to the added title. The effect of the addition is to establish the right of the certified representative to negotiate the terms and conditions of employment for the added title. Extension of the contract terms, or negotiation of specific terms covering the added titles, is a matter for the parties.

In the instant case, the parties have neither extended the coverage of the contract nor negotiated terms covering the title involved. Thus, there is no contract between the parties covering Fire Marshals (Uniformed) and no contractual provision for the payment to them of longevity increases.

The Association also contends that, as the certified representative of Fire Marshals (Uniformed), it has a right to arbitration under Executive Order 52. However, in order to go to arbitration thereunder, the alleged grievance must fall within the definition of "grievance" in Section 8a(2) thereof.

In the absence of a contract provision granting longevity increases to Fire Marshals (Uniformed), the alleged grievance does not come within the definition of "grievance" in that Section.

We find and conclude, therefore that the matter does not constitute an arbitrable grievance.

O R D E R

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

O R D E R E D, that the petition filed by the City of New York be, and the same hereby is granted; and it is further

O R D E R E D, that the request for arbitration filed by Uniformed Firefighters Association, Local 94, IAFF, AFL-CIO, be, and the same hereby is, denied.

DATED: New York, N.Y.  
January 15, 1971.

ARVID ANDERSON  
C h a i r m a n

WALTER L. EISENBERG  
M e m b e r

TIMOTHY W. COSTELLO  
M e m b e r

EDWARD SILVER  
M e m b e r

EARL SHEPARD  
M e m b e r

HARRY VAN ARSDALE, JR.  
M e m b e r

Mr. Schmertz did not participate  
in the decision herein.