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March 18, 2022

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**VIA FEDERAL EXPRESS**

New York State Public Employment Relations Board  
Empire State Plaza, Agency Building 2, Floors 18 & 20  
Albany, New York 12220-0074  
Attn: Melanie Wlasuk, Director

**Re: U-38348– City of Ogdensburg  
Our File No.: 56426-0019**

Dear Director Wlasuk:

This Firm represents the City of Ogdensburg (“City”) with regard to the above referenced matter.

Enclosed herewith for filing please find an original and four (4) copies of the City’s Answer to the above referenced Improper Practice Charge along with an Affidavit of Service upon opposing counsel. I also enclose herewith a Notice of Appearance.

Please contact the undersigned should you have any questions.

Thank you.

Very truly yours,

COUGHLIN & GERHART, LLP

A handwritten signature in blue ink, appearing to read 'PJS', written over a horizontal line.

By Paul J. Sweeney  
Of Counsel

PJS/rjm  
Enclosures

cc: Nathaniel G. Lambright, Esq., Via Federal Express, with Enclosures  
Stephen Jellie, City Manager, Via Email

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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OGDENSBURG FIREFIGHTERS  
I.A.F.F., LOCAL 1799,

**ANSWER TO IP CHARGE**

Charging Party,

**Case No.: U-38348**

v.

CITY OF OGDENSBURG,

Respondent.

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The Respondent, City of Ogdensburg (“City”), by and through its attorneys, Coughlin & Gerhart, LLP (Paul J. Sweeney, Esq.), answers the above captioned Improper Practice Charge (“IP Charge”) by the charging party, Ogdensburg Firefighters, I.A.F.F., Local 1799 (“Union”) dated February 15, 2022, as follows:

1. Admits the allegations contained in paragraph “1.”
2. Admits the allegations contained in paragraph “2.”
3. Lacks knowledge and information sufficient to form a belief as to the allegations contained in paragraph “3.”
4. Denies the allegations contained in paragraph “4.”
5. With respect to the allegations contained in paragraph “5” of the IP Charge, the “rider” statement by Jason Bouchard, sworn to February 15, 2022 attached to the IP Charge:
  - 5.1. Admits the allegations contained in paragraphs “3,” “4,” “5,” and “7.”

5.2. Denies the allegations contained in paragraph “2,” “3,” “10,” “11,” “14,” “22,” “23,” “24,” “25,” “26,” “27” and “28.”

5.3. Lacks knowledge and information sufficient to form a belief as to the allegations contained in paragraphs “1,” “6,” “9,” “12,” “13,” “15,” “16,” and “17.”

5.4. With respect to paragraph “8,” admit that Mr. Jellie was appointed to the position of Fire Chief and adds that he holds the qualifications and has the experience for that position.

5.5. With respect to paragraphs “18,” “19” and “20,” admit that a Media Policy was issued, but add that it speaks for itself and that the IP Charge filed by the Union over that policy is moot based on subsequent changes made to said policy

5.6. With respect to paragraph “21,” admits that a policy was issued, but adds that it speaks for itself and denies that it prevents the exercise of concerted protected speech or Union representation of its members. A copy of the policy at issue is attached hereto as Exhibit A.

6. Admits the allegations contained in paragraph “6.”

7. The City is ready to proceed immediately and requests the pre-hearing conference be conducted via telephone.

8. Any allegations not expressly admitted are denied.

**As and For the First Affirmative Defense**

9. The IP Charge fails to state a claim or sufficient facts to allege a violation of the Taylor Law.

**As and For the Second Affirmative Defense**

10. The City's actions are in full compliance with the terms and conditions of the collective bargaining agreement, including the management rights clause, and/or the past practice of the parties.

**As and For the Third Affirmative Defense**

11. One or more acts alleged in the IP Charge occurred more than 120 days prior to the filing of the Union's IP Charge and such allegations are time-barred by the applicable statute of limitations.

**As and For the Fourth Affirmative Defense**

12. The Union is improperly seeking to bargain over prohibited and/or non-mandatory subjects of negotiation, including subjects pertaining to the City's mission, methods, management prerogatives, priorities and the conduct of its operations.

**As and For the Fifth Affirmative Defense**

13. The City remains, ready, willing and able to bargain over the mandatory subjects of negotiation.

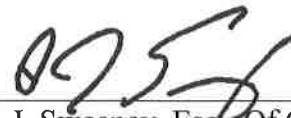
**As and For the Sixth Affirmative Defense**

14. The Union's IP Charge is patently frivolous.

**WHEREFORE**, Respondent, City of Ogdensburg, respectfully requests that the improper practice charge herein be dismissed in its entirety.

Dated: March 18, 2022  
Binghamton, New York

Respectfully submitted,



Paul J. Sweeney, Esq., Of Counsel  
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To: BLITMAN & KING, LLP  
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**VERIFICATION**

STATE OF NEW YORK    }  
                                  } ss:  
COUNTY OF BROOME    }

The undersigned, an attorney admitted to practice in the courts of New York, shows: that deponent is a member of the law firm of Coughlin & Gerhart, the attorneys of record for Respondent, City of Ogdensburg in the within action; that deponent has read the foregoing Answer to Improper Practice Charge and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. Deponent further says that the reason this verification is made by deponent and not by Respondent is that said Respondent is a municipal corporation and deponent is familiar with the facts.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: correspondence, file materials, and other documents and writings furnished to the undersigned by said Respondent and others.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: March 18, 2022

  
\_\_\_\_\_  
Paul J. Sweeney, Esq.

# EXHIBIT "A"

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**From:** [sjellie@ogdensburg.org](mailto:sjellie@ogdensburg.org) <[sjellie@ogdensburg.org](mailto:sjellie@ogdensburg.org)>

**Sent:** Monday, February 7, 2022 11:36 AM

**To:** Ogdensburg <[kstull@ogdensburg.org](mailto:kstull@ogdensburg.org)>; [cirvine@ogdensburg.org](mailto:cirvine@ogdensburg.org); [smccormick@ogdensburg.org](mailto:smccormick@ogdensburg.org); Eric Brunet <[ebrunet@ogdensburg.org](mailto:ebrunet@ogdensburg.org)>; [jbouchard@ogdensburg.org](mailto:jbouchard@ogdensburg.org)

**Cc:** Angela M. Gray, CPA <[agray@ogdensburg.org](mailto:agray@ogdensburg.org)>; Cathy Jock <[cjock@ogdensburg.org](mailto:cjock@ogdensburg.org)>; [bkkelso@ogdensburg.org](mailto:bkkelso@ogdensburg.org)

**Subject:** Chain of Command / Employee Matters

Officers -

The chain of command for resolving any employee issues begins with you, as first line supervisors. If the matter is not something that is within your ability to resolve, you are instructed to please elevate the matter to myself as your supervisor and your direct reports second line supervisor for resolution or instruction on how to proceed. There is no matter that is exempt from this direction unless approved by myself.

Recently, the City Comptroller's Office is receiving inquiries and complaints about pay matters from employees or their spouses directly - that will cease effective today. Please make inform all employees that the above chain of command will be used for all pay or benefit matters.

At no time, are you to discuss or engage in employee matters, including pay issues, with spouses, significant others or family members. Employees are instructed to bring matters directly to their first line supervisors and advised that City Staff will no longer accept or entertain calls from any of the above unless special circumstances exists and I have approved an exception.

IAFF President Bouchard - As you are aware, I am the sole point of contact for the City of Ogdensburg for any day-to-day concerns or issues that you are working on behalf of



employees, formal or informal. City Staff will not respond to requests from yourself unless instructed to do so by myself. If the Comptroller's Office failed to provide a pay entitlement in accordance with the CBA, please let me know.

Any questions or concerns, please give me a call for clarification.

Thank you,  
Chief Jellie

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This email was Virus checked by Sophos Security Gateway.  
<http://www.sophos.com>