

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

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In the Matter of

THE CITY OF NEW YORK,

DECISION NO. B-10-69

Petitioner,

v.

DOCKET NO. BCB-44-69

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1182,

Respondent.

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DECISION AND ORDER

The petition herein challenges the arbitrability of a grievance urged by Respondent. Issue was joined by service of Respondent's answer. Petitioner served no reply and the time to do so has expired.

Upon consideration of the pleadings herein, and after due deliberation, the Board of Collective Bargaining issues the following decision:

The grievance which Respondent seeks to arbitrate is the assignment of single Parking Enforcement Agents to areas designated by the Department of Traffic as "dual patrol" or "high crime" areas.

Petitioner and Respondent are parties to a collective bargaining agreement which provides in Article X thereof:

"Section 1 - Definition - The term 'grievance' shall mean

- (A) A dispute concerning the application or interpretation of the terms of
 - (1) this collective bargaining agreement;
 - (ii) a Personnel Order of the Mayor;
- (B) A claimed violation, misinterpretation, or misapplication of the rules or regulations, existing policy, or orders of the agency which employs the grievant affecting the the terms and conditions of employment."

The parties have also entered into a Memorandum of Understanding which provides:

"In 'high-crime' areas there will always be two (2) Parking Enforcement Agents assigned. In isolated cases a male Parking Enforcement Agent may patrol alone, but not the female."

Petitioner's sole contention is that the determination of "high crime" areas is a management prerogative under Executive Order 52, §5c, and hence is not arbitrable. The argument misconceives the nature of the grievance alleged. The grievance is not grounded on management's failure to designate a locality as a "high crime" area, but upon the assignment of single Parking Enforcement Agents to areas which have been so designated by the employer.

The grievance alleged clearly falls within the contractual definition of a grievance, since it involves or concerns both an alleged violation or misapplication of departmental "rules or regulations, existing policy or orders" and a dispute concerning the "application or interpretation" of the Memorandum of Understanding between the parties.

Accordingly, we find and determine that the grievance is arbitrable.

O R D E R

Pursuant to the power 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 this proceeding be, and the same hereby is, referred to an arbitrator to be agreed upon by the parties, or appointed pursuant to the Consolidated Rules of the Office of Collective Bargaining.

DATED: New York, N.Y.

August 4, 1969.

ARVID ANDERSON
C h a i r m a n

ERIC J. SCHMERTZ
M e m b e r

SAUL WALLEN
M e m b e r

EDWARD SILVER
M e m b e r

TIMOTHY W. COSTELLO
M e m b e r

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

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