OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

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In the Matter of the Arbitration — DECISION NO. B-14-87

-between- — DOCKET NO. BCB-902-86 (A-2439-86)

THE CITY OF NEW YORK and THE FIRE DEPARTMENT OF THE CITY OF NEW YORK,

Petitioners,

-and-

THE UNIFORMED FIREFIGHTERS ASSOCIATION OF GREATER NEW YORK,

Respondent.

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In the Matter of the Arbitration — DECISION NO. B-

-between- — DOCKET NO. BCB-903-86 (A-2266-85)

THE CITY OF NEW YORK and THE FIRE DEPARTMENT OF THE CITY OF NEW YORK,

Petitioners,

-and-

THE UNIFORMED FIREFIGHTERS ASSOCIATION OF GREATER NEW YORK,

Respondent.

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DECISION AND ORDER

The City of New York, by its Office of Municipal Labor Relations ("OMLR"), filed a petition on September 12, 1986, challenging the arbitrability of a request for arbitration submitted by the Uniformed Firefighters Association ("UFA" or "the Union") in case number

A-2439-86. The City's petition was docketed as BCB-902-86.

On the same date, the City also filed a petition challenging the arbitrability of an amended request for arbitration submitted by the UFA in case number A-2266-85. This petition was docketed as BCB-903-86.

The Union filed answers to the City's petitions on September 25, 1986. The City submitted replies on October 6, 1986. The City further submitted an amendment to its reply in BCB-903-86 on October 7, 1986. The Union's counsel filed an additional written submission concerning the alleged relevance of a recent Board decision in another matter on February 5, 1987.

Nature of the Requests for Arbitration

Both of the UFA's requests for arbitration present challenges to aspects of the expanded implementation of the Fire Department's "Possible*Medical Leave Abuse" program ("PMLA"), as set forth in an Information Bulletin issued by the Fire Commissioner on September 20, 1985. While the PMLA program has been in existence since 1983, the September 20 Bulletin announced an expansion of the program, including, inter alia, the following changes:

1. The Home Visitation Unit is re-instituted, for the purpose of making unannounced visits to the homes of Firefighters who have been placed in the PMLA program.

2. The PMLA program will consider including those members who have made five requests for medical leave from home in the preceding 12 months.

3. All members in the PMLA program who have permission to work outside the Department will have such permission reviewed.

4. Members who remain in the PMLA program for longer than 6 months will be ineligible for "mutuals" (the exchange of a working shift with a co-worker) and will have their absence records considered before any promotions or transfers are effected.

The UFA'S request for arbitration in BCB-902-86 (A-2439-86) challenges the implementation of these changes as constituting arbitrary punishment and discipline because it results in the denial of extra-departmental employment, transfers, mutuals, and promotions without the filing of charges or the determination that a Firefighter has violated a law, rule, regulation or policy. This grievance was brought by the Union on behalf of its member, Raymond R. Cronogue, whose request for a transfer allegedly was denied based solely upon his

inclusion in the PMLA program, notwithstanding the fact that his request had been approved by both his Captain and his Battalion Commander.

The UFA's amended request for arbitration in BCB-903-86 (A-2266-85) specifically challenges the Fire Department's Information Bulletin of September 20, 1985, which the Union asserts sets forth new policies which violate Firefighters' rights to sick leave, to be free from invasion of privacy, and to be disciplined only after formal charges of misconduct have been issued and proven. The original request for arbitration submitted in this case was somewhat different, stating the grievance to be arbitrated as relating to the reinstitution of Home Visitation Unit's unannounced visits to the homes of Firefighters in the PMLA program. However, under the heading "remedy sought", the grievance, incorporated by reference in the original request for arbitration, also sought relief from other aspects of the PMLA program (and specifically the program's restriction on eligibility for "mutuals"), and the immediate withdrawal of the September 20, 1985 Information Bulletin.

The request for arbitration in BCB-902-86 and the amended request for arbitration in BCB-903-86 both claim

that the Department's actions are violative of Article XIX of the collective bargaining agreement; the Side Letter between the parties concerning "mutuals"; Chapter 26 of the Fire Department Regulations; and PA/ID 3-75. The request in BCB-902-86 also claims a violation of §487a-12.0 of the New York City Administrative Code, while the amended request in BCB-903-86 further claims a violation of Article VA of the collective bargaining agreement. Article XIX is entitled "Individual Rights", and deals with investigatory and disciplinary procedures. The Side Letter on "mutuals" sets forth the Department's policy concerning the mutual exchange of tours of duty. Chapter 26 of the Fire Department Regulations deals with the preferring of charges and other disciplinary procedures. PA/ID 3-75 concerns command discipline procedures. Article VA deals with the Department's medical offices and complaints made to the Medical Practices Review Committee. Administrative Code §487a-12.0 concerns discipline of members of the Fire Department.

Positions of the Parties

City's Position

The City raises several preliminary objections to the UFA's requests for arbitration. In BCB-903-86,

the City states that the Union has attempted to amend substantially its grievance at the arbitration stage, and should be barred from doing so, at a time nearly eleven months after the original request for arbitration was filed. The City's other objections are directed toward the requests for arbitration in both BCB-902-86 and BCB-903-86. The City contends that the grievances filed in these cases should be barred under the equitable doctrine of laches because they were filed, on March 19, 1986 and August 28, 1986 (the date of the amended request for arbitration), respectively, more than 120 days after issuance of the September 20, 1985 Information Bulletin which they challenge. The City submits that it has relied upon the Union's silence in executing the PMLA program, and that the delay in filing has been prejudicial because, if the Department now were required to rescind the expansion of the PMLA program, another wave of uncurbed absenteeism would occur which would lead to a loss of manpower and intolerable inefficiency.

In its substantive challenge to the arbitrability of the Union's grievances, the City relies upon its

statutory management prerogatives, pursuant to §1173-4.3b of the New York City Collective Bargaining Law ("NYCCBL"). The City asserts that it has an unfettered right to direct its employees and maintain the efficiency of its operations, and that the provisions cited by the Union do not place any limitation on that right. It is further argued by the City that there exists no nexus between the PMLA program and the disciplinary provisions cited and relied upon by the Union. The City contends that the Union has failed to show how the Department's actions through the PMLA program constitute an improper disciplinary procedure pursuant, to the cited documents. The City alleges that nothing contained in the disciplinary procedures relates to or limits the Department's prerogative to detail or transfer Firefighters. It further notes that the Side Letter on "mutuals" states only that the Department will "generally permit" mutual exchanges, but leaves with the Department the discretion whether to allow mutuals in any case.

The City also contends, in both proceedings, that the Union should be estopped from challenging the

PMLA program because Union trustees have participated in an advisory capacity in meetings at which a Departmental management committee decides which Firefighters are to be included on or removed from the PMLA list. The City asserts that such participation demonstrates the UFA's ongoing approval of the program.

Finally, with respect to the grievance in BCB-902-86, the City submits that the claimed violation of a provision of the Administrative Code cannot form the basis of a request for arbitration.

Union's Position

Concerning the City's objection to its amendment of the request for arbitration in BCB-903-86, the UFA alleges that the grievance filed at Step III, on its face, shows that the subject of the grievance was not limited to the home visitation aspect of the expanded PMLA program. The Union submits that its amendment of the request for arbitration was intended to more accurately describe the scope of the grievance, consistent with the contents of th e Step III form, and to correct a mistaken reference to another Article

of the contract. The Union argues that the fact that some elements of the grievance were expressed in the remedy section of the Step III form, rather than in the statement of the grievance section, does not mean that they were not part of the grievance. Therefore, alleges the UFA, the City's objection to the amended request for arbitration elevates form over substance and should be rejected by the Board.

The Union submits that the doctrine of laches, asserted by the City as a bar to arbitration, has no application to the facts of these cases. The Union alleges that to extent there was any delay, it was excusable, on the grounds that the UFA was in the process of retaining new labor counsel, and there followed an inevitable transition period as new counsel familiarized themselves with pending matters. Moreover, the UFA asserts that it has not been guilty of any lack of diligence in this dispute. The challenged Departmental policy was issued on September 20, 1985, and the Union's President wrote to the Fire Commissioner to express the Union's objection on October 10, 1985. The grievance in BCB-903-86 (A-2266-85) was filed less than three months

after issuance of the policy (and well within the 120 day contractual limitation), and the original request for arbitration was filed on December 5, 1985. The grievance in BCB-902"86 was filed on March 19, 1986 when the transfer request of Firefighter Cronogue was denied based upon the application of the expanded PMLA policy; this occurred a mere six months after the issuance of the policy. Based upon these facts, the UFA submits that there has been no extrinsic delay such as would support the application of the doctrine of laches. Moreover, argues the Union, the City has failed to allege how it has been prejudiced by any delay. In the absence of such prejudice, the doctrine of laches is inapplicable.

In response to the City's assertion of its "unfettered" management prerogatives, the UFA contends that whatever right the Department has to direct its employees is limited by the provisions of the collective bargaining agreement and its own existing policies and regulations. The Union submits that the contractual and Departmental provisions cited in the requests for arbitration clearly limit management's rights.

With respect to the City's claim that there is no nexus between the provisions cited by the Union and the implementation of the PMLA program, the UFA asserts that the City seeks to have the Board, rather than an arbitrator, determine the merits of whether the cited provisions have been violated. Consistent with past precedent, the Board should refuse to inquire into the merits of the dispute. In any event, alleges the Union, a nexus does exist because the denial of employees' requests for mutuals, transfers, promotions, and permission for extra-departmental employment, because of their placement in the PMLA program, is self-evidently disciplinary in nature. Because the Department denies those requests without complying with the disciplinary procedures set forth in the provisions cited by the Union, the requisite nexus is established.

The Union submits that the City's allegations of an estoppel resulting from Union trustees' participation in certain meetings is utterly without merit. The UFA notes that it has expressed its opposition and objection to the PMLA program since it first learned of its existence, and its officers' attendance at the

meetings in question, essentially as observers, was in the hope of providing some representation to its members whose status was considered at those meetings. This could not possibly be construed as evidence of the Union's "ongoing approval" of the PMLA program.

Finally, the Union alleges that even if the City's claim that a violation of the Administrative Code may not form the basis of a grievance were true, it should not prevent this case from proceeding to arbitration, since other bases exist for finding arbitrability.

Discussion

We first consider the preliminary issues raised by the City's petitions. First, the City alleges that the Union has attempted to amend substantially its grievance in BCB-903-86 (A-2266-85) at the arbitration stage, to include claims not raised in the original grievance. This Board has long ruled that a party may not amend its request for arbitration to add claims it failed to raise in the previous steps of the grievance procedure.[1] However, we find in the present case that

[1]Decision Nos. B-31-86; B-6-80; B-12-77; B-12-75; B-22-74; B-20-74.

the original grievance filed at Step III of the grievance procedure was sufficiently broad to put the City on notice that the matters in dispute included not only the home visitation aspect of the PMLA program, but also the question of the withdrawal of the September 20, 1985 Information Bulletin, the expansion of eligibility for placement in the PMLA program, and the denial of eligibility for mutuals. We agree with the Union that the City's objection to consideration of these additional aspects of the program, on the ground that they were set forth in the remedy section of the grievance form and not in the statement of the grievance section appearing on the same page of the form, is an attempt to elevate form over substance. Inasmuch as the City was or should have been on notice of the nature of the UFA's grievance, we will permit the amendment of the request for arbitration submitted by the Union on August 28, 1986.

Second, the City argues that both grievances submitted herein should be barred from proceeding to arbitration under the equitable doctrine of laches. It is well established that a claim may be barred by laches only when it has been demonstrated that (a) the claimant is

guilty of a long and unexcused delay in asserting a claim, and (b) the party asserting the defense has been prejudiced by the claimant's delay.[2] In the present cases, we find that there was no "long delay" where the Union's objection to the September 20, 1985 Information Bulletin was presented, in writing, within 20 days of its issuance, and the grievances herein were filed within 3 months (A-2266-85) and 6 months (A-2439-86) thereof. Moreover, it appears that the grievance in A-2439-86 was filed almost immediately following the actual impact of the application of the expanded PMLA program to an individual (i.e., the denial of Firefighter Cronogue's request for a transfer).

Additionally, there has been no showing of prejudice to the City resulting from any delay in filing the grievances. The City's assertion that if it were required now to rescind the expansion of the PMLA program, this "... would cause another wave of uncurbed absenteeism ..." which "... would lead to a significant loss in manpower and intolerable inefficiency ..." is at best speculative. In any event, such a result, even if it were to occur,

[2]See, e.g., Decision Nos. B-46-86; B-23-83; B-20-79.

might be a consequence of an arbitrator's ruling on the merits of the grievances, but would not be attributable to any delay in filing the grievances. The City has not alleged the existence of any other form of recognizable prejudice attributable to delay, such as the loss of evidence or the unavailability of witnesses. Accordingly, for the above reasons, we find that the doctrine of laches is inapplicable to the facts of these cases. To the extent that there exists any further question concerning compliance with the contractual 120 day time limitation for the submission of grievances, such question is a matter of procedural arbitrability which must be submitted to an arbitrator for determination.[3]

Third, the City contends that the UFA should be estopped from challenging the expansion of the PMLA program because Union trustees have participated in meetings at which a Departmental committee, made up of a Deputy Commissioner and three Department Chiefs, decides which Firefighters are to be included on or removed from the PMLA list. The Union trustees (who no longer attend such meetings) have participated in a non-voting advisory capacity; as the City states, the trustees may "... argue a case for removing the name from the

[3]Decision Nos. B-46-86; B-23-83; B-4-82; B-3-82; B-15-81.

list", but decisions are made by the management members of the committee. The UFA alleges that such participation as occurred was in the hope of providing representation to its members whose status was considered at those meetings.

We believe that the City's assertion that such participation by Union trustees demonstrates the UFA's ongoing approval" of the expanded PMLA program and provides the basis for the application of an estoppel, is entirely devoid of merit. In the face of the UFA's written objection to the September 20, 1985 Information Bulletin and its filing of the two grievances at issue herein, it is incomprehensible that the City can purport to view the Union's actions as demonstrating "ongoing approval". Rather, it is apparent that the Union trustees' limited participation should be construed as an effort to protect its members' interests from infringement by a management committee implementing a program which the UFA opposes. Under these circumstances, we find no basis to estop the Union from challenging the expansion of the PMLA program.

Fourth, with respect to the grievance in BCB-902-86, the City submits that the claimed violation of §487a-12.0

of the New York City Administrative Code is not a matter which is within the scope of the parties' definition of a grievance, and thus may not be submitted to arbitration. We agree. he collective bargaining agreement defines the term "grievance" as:

> "... a complaint arising out of a claimed violation, misinterpretation or inequitable application of the provisions of this contract or of existing policy or regulations of the Fire Department affecting the terms and conditions of employment." (Article XX, section 1.)

This definition does not include a claimed violation of provisions of the Administration Code or other law. It is well settled that the precise scope of the obligation to arbitrate is defined by the parties in their collective bargaining agreement and that this Board cannot enlarge a duty to arbitrate beyond the scope established by the parties.[4] Therefore, we hold that the UFA's claim based upon the Administrative Code may not be submitted to arbitration.

We next consider the City's primary, substantive challenge to the arbitrability of the grievances herein.

[4]E.g., Decision Nos. B-29-83; B-12-77.

It is well established that in determining disputes concerning arbitrability, this Board must decide whether the parties are in any way obligated to arbitrate their controversies and, if so, whether the obligation is broad enough in its scope to include the particular controversy at issue in the matter before the Board.[5] It is clear in the present case that the parties have agreed to arbitrate grievances, as defined in Article XX of their collective bargaining agreement, and that the Union's claims that the Fire Department's actions have violated Articles VA and XIX of the agreement; the Side Letter between the parties concerning "mutuals"; Chapter 26 of the Fire Department Regulations; and PA/ID 3-75; are matters which, on their face, fall within the contractual definition of an arbitrable grievance.[6] However, the City argues that the action complained of herein , i.e. , the effect of the expansion of the PMLA program asset forth in the September 20, 1985 Information Bulletin , constitutes the exercise of an "unfettered" management prerogative; and further that the Union has

[5]See, e.g., Decision Nos. B-5-87; B-40-86; B-1-84; B-6-81; B-15-79, and decisions cited therein.

[6]Article XX, Section 1, quoted on p.17 supra.

failed to establish a nexus between the cited contractual and Departmental provisions and the challenged management action.

Where, as here, it is alleged that the disputed action is within the scope of an express management right, this Board has been careful to fashion a test of arbitrability which strikes a balance between often conflicting considerations and which accommodates both the City's management prerogatives and the contractual rights asserted by the Union.[7] The City observes that the right to transfer or "detail" an employee (and, implicitly, to withhold a transfer or "detail") is within the City's statutory management rights, pursuant to NYCCBL §1173-4.3b. On the other hand, the Union asserts that the City's' exercise of its management prerogatives is limited by provisions of the collective bargaining agreement, particularly by Article XIX, which sets out procedures to be followed in disciplinary cases, and Chapter 26 of the Fire Department Regulations and PA/ID 3-75, which set forth the Fire Department's own policy and procedures concerning the imposition of discipline.

[7]See, Decision Nos. B-5-87; B-40-86; B-5-84; B-9-81; B-8-81.

Initially, we observe that management's exercise of its statutory prerogatives is not "unfettered" in every instance. We have recognized that an action which on its face falls within an area of management prerogative may conflict with the rights granted to an employee in the collective bargaining agreement. In these cases, we have noted that the right to manage is not a delegation of unlimited power nor does it insulate the City from an examination of actions claimed to have been taken within its limits.[8]

In cases such as this one, the Board has fashioned a test of arbitrability which endeavors to balance the competing interests that arise when a disputed action falls within the scope of an express management right.[9] This test may be stated as follows: The grievant is required to allege facts sufficient to establish a prima facie relationship between the act complained of and the source of the alleged right. The bare allegation that a management action was taken for a punitive purpose will not suffice. The burden in this case, therefore, is on the Union to establish to the satisfaction of

[8]See, Decision Nos. B-5-87; B-27-84; B-8-81.

[9]See, Decision Nos. B-5-87; B-40-86; B-27-86; B-5-84; B-9-81; B-8-81.

the Board that there exists a prima facie relationship between the sources of the rights asserted by the Union (Article XIX of the agreement, and the Fire Department Regulations and policy cited by the Union concerning disciplinary procedures) and the acts complained of (the allegedly punitive denial of employees' requests for mutuals, transfers, promotions, and permission for extra-departmental employment, because of their placement in the PMLA program). Moreover, assuming that such a relationship is shown to exist, the Union also is required to show that there is a substantial issue with respect to the disciplinary nature of the challenged aspects of the expanded PMLA program.

We believe that the UFA has met its burden in this case. The Union has alleged that, under the PMLA program as set forth in the September 20, 1985 Information Bulletin, Firefighters have been subject to the denial of their requests for certain apparently-discretionary benefits (i.e., mutuals, transfers, promotions, permission for extra-departmental employment) solely because of their placement on the PMLA list. while the grant of such benefits ordinarily may be a matter of management

prerogative,[10] the uniform denial of such benefits to a class of employees, based upon their "possible" abuse of sick leave, constitutes an exercise of prerogative which is at least arguably punitive in nature. The UFA has alleged that the imposition of such punitive measures has been undertaken without compliance with the disciplinary procedures set forth in the contractual and Departmental provisions cited in the requests for arbitration. We find that these allegations establish the requisite nexus between the provisions claimed to have been violated and the challenged management action.

Article XIX of the contract, entitled "Individual Rights", deals with investigatory and disciplinary rights and procedures. Chapter 26 of the Fire Department Regulations deals with the preferring of charges and other disciplinary procedures. The Department's PA/ID 3-75 concerns command discipline procedures. The Union's grievances claim that the punitive denial of benefits because of an employee's

[10]But see, Side Letter re: Mutuals (the Department "generally will permit" one mutual exchange per applicant every eight days), and Civil Service Law §61.1 (procedure governing promotions does not mention considerations other than standing on an eligible list).

suspected "possible" medical leave abuse constitutes discipline, in violation of the procedures contained in the above provisions. Additionally, the grievances claim that the denial of "mutuals" because of an employee's inclusion on the PMLA list constitutes a violation of the Side Letter concerning mutuals. We find that there is an arguable nexus between the provisions cited by the Union and the subject matter of the grievances. Moreover, we are satisfied that a substantial question has been presented as to whether the challenged management actions are punitive in nature.

Having made the above findings, this Board's inquiry is at an end. It is not the function of the Board to examine the merits of the Union's claims. Once we have found that the dispute is arguably within the scope of those matters which the parties have agreed to arbitrate, the determination of the merits of the parties' respective claims must be left to the arbitral forum.[11] Our function, in this regard, is similar to that of a court determining questions of arbitrability under Section 7501 of the CPLR,

[11]E.g., Decision Nos. B-15-80; B-10-77; B-6-77; B-1-76; B-25-72; B-4-72; B-8-68.

which provides that the court,

> "... shall not consider whether the claim with respect to which arbitration is sought is tenable, or otherwise pass upon the merits of the dispute."

This stautory mandate is consistent with the United States Supreme Court's holding in United Steelworkers of America v. American Manufacturing Co.[12] that the role of a tribunal considering issues of arbitrability is,

> "... confined to ascertain whether the party seeking arbitration is making a claim which on its face is governed by the contract. Whether the moving party is right or wrong is a question of contract interpretation for the arbitrator. In these circumstances the moving party should not be deprived of the arbitrator's judgment, when it was his judgment and all that it connotes that was bargained for.
>
> The courts therefore have no business weighing the merits of the grievance, considering whether there is equity in a particular claim or determining whether there is particular language in the written instrument which will support the claim. The agreement is to submit all grievances to arbitration, not merely those the court will deem meritorious."[13]

[12]363 U.S. 564, 46 LRRM 2414 (1960).

[13]Id., 46 LRRM at 2415-2416.

These principles were reaffirmed by the Supreme Court more recently in A T & T Technologies, Inc. v. Communication Workers of America.[14]

While the New York courts at one time took a very restrictive view of public sector labor arbitration,[15] such is no longer the case. In more recent public sector cases involving arbitrability disputes, the New York courts have demonstrated a willingness to permit the submission of a wide range of matters to arbitration. In Board of Education of Lakeland Central School District v. Barni,[16] the Court of Appeals stated:

> "It begs the question to contend ... that the grievance is not arbitrable because it involves a dispute that is not unambiguously encompassed by an express substantive provision of the contract. The question of the scope of the substantive provisions of the contract is itself a matter for resolution by the arbitrator (citations omitted)."[17]

[14]106 S. Ct. 1415 (1986).

[15]Acting Superintendent of Liverpool Central School District v. United Liverpool Faculty Association, 42 N.Y. 2d 509, 399 N.Y. S. 2d 189 (1977).

[16]49 N.Y. 2d 311, 425 N.Y.S. 2d 554 (1980).

[17]Id., 49 N.Y. 2d at 314, 424 N.Y.S. 2d at 555.

Similarly, in Board of Education, City of New York v. Glaubman,[18] the court cautioned,

> "Although we noted in Matter of Acting Supt. of Schools of Liverpool Cent. School Dist. ... that the choice of the arbitration forum should be "express" and "unequivocal" we did not mean to suggest that hair-splitting analysis should be used to discourage or delay demands for arbitration in public sector contracts (citation omitted)."[19]

And, more recently, the Appellate Division, Third Department reiterated that:

> "... the scope of coverage afforded by particular substantive provisions of the contract is a matter of contract interpretation and application, a matter that is for the arbitrator to resolve (citation omitted)."[20]

Accordingly, we believe that our submission of the UFA'S grievances to arbitration in this matter is entirely consistent with the currently applied principles of law in this area. For the reasons stated above, we will deny the City's petitions challenging arbitrability except as to the claim based upon the Administrative Code.

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[18]53 N.Y. 2d 781, 439 N.Y.S. 2d 907 (1981).

[19]Id., 53 N.Y. 2d at 783, 439 N.Y.S. 2d at 908.

[20]County of Broome v. Fitzpatrick, 488 N.Y.S. 2d 833 (3d Dept. 1985).

0 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

ORDERED, that the petitions of the City of New York be, and the same hereby are, denied except as to the UFA's claim based upon §487a-12.0 of the Administrative Code, and as to such claim it is granted; and it is further

ORDERED, that requests for arbitration of the Uniformed Firefighters Association be, and the same hereby are, granted.

DATED: New York, N.Y.
April 27, 1987

ARVID ANDERSON
CHAIRMAN

DANIEL G. COLLINS
MEMBER

DEAN L. SILVERBERG
MEMBER

CAROLYN GENTILE
MEMBER

WILBUR DANIELS
MEMBER

EDWARD SILVER
MEMBER