

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING
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In the Matter of the Improper
Practice Proceeding

DECISION NO. B-23-87

-between-

DOCKET NO. BCB-950-87

CITY EMPLOYEES UNION LOCAL 237, IBT,

Petitioner,

-and-

NEW YORK CITY HOUSING AUTHORITY

Respondent.

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DECISION AND ORDER

This proceeding was commenced on April 14, 1987, by filing of a verified improper practice petition by City Employees' Union Local 237, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (herein "petitioner" or "Local 237") against the New York City Housing Authority (herein "NYCHA" or "Housing Authority"). On May 14, 1987, the Housing Authority filed a verified answer. No reply was filed by the petitioner.¹

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The answer was personally served by hand delivery to the office of the petitioner's attorney on May 14, 1987. Under Sections 7.9 and 13.6 of the Revised Consolidated Rules of the Office of Collective Bargaining (herein "OCB Rules"), any reply or request for extension of time to reply was due on May 26, 1987. No request for extension having been filed, on June 8, 1987, a letter from petitioner's attorney was received by the Chairman. This letter requests "an adjournment of the final consideration of the ... matter until such time as we have had an opportunity at a hearing before the Board to explain our position and present the facts which substantiate it." No reason is given for the failure to reply or to make a timely request for extension of time to reply. Under these circumstances, we find no reason to justify waiver of the OCB Rules in this instance. Accordingly, we reject the petitioner's request.

See Decision No. B-15-87.

The petition alleges that NYCHA has refused to bargain in violation of Section 1173-4.2a(4) of the New York City Collective Bargaining Law ("NYCCBL") by unilaterally directing employees in the title of Bricklayer "to submit a written bi-weekly report ... listing jobs performed during that period. Such reporting was never before required of Bricklayers who [were previously only required to] submit a repair sheet prepared by other employees after completion of a job."²

The Housing Authority takes the position that the job description of Bricklayers requires that they "keep job and other records," and that the bi-weekly report is merely a compilation of information the Bricklayers are already required to record. Moreover, the NYCHA contends that this procedure is intended to make certain information more readily available to supervisors and higher management for a variety of uses, and that requiring Bricklayers to provide this information on a bi-weekly basis falls well within the management rights reserved to the Housing Authority

²NYCCBL Section 1173-4.2a(4) states that it shall be an improper practice for a public employer or its agents:
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.

by Section 1173-4.3(b) of the NYCCBL.³

DISCUSSION

Section 1173-4.3b of the NYCCBL reserves to the employer exclusive control and sole discretion to act unilaterally in certain enumerated areas that are outside the scope of collective bargaining. This section specifically grants to the employer the right "to direct its employees, ... maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental opera-

³This section reads, in relevant part:

It is the right of the City, ...acting through its agencies, to determine the standard of services to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

tions are to be conducted; determine the content of job classifications;..." This Board has repeatedly construed Section 1173-4.3b to guarantee to the City the unilateral right to assign duties to its employees, unless this right has been limited by the parties themselves in their collective bargaining agreement.⁴ It is not alleged that there is any contractual limitation in the instant case. We also note that record keeping is included in the Bricklayers' job description. This, we conclude that the Housing Authority's action herein -- whether it is viewed as an assignment of additional duties or a change of procedure -- falls within the realm reserved to it by the NYCCBL. Accordingly, we find that no violation of Section 1173-4.2a(4) of the NYCCBL has been stated, and we shall dismiss the petition herein.

11

⁴Decision No. B-15-87, Decision No. B-6-86, and cases cited therein.

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

ORDERED, that the petition filed herein in Docket No. BCB-950-87 by the City Employees Union Local 237, IBT be, and the same hereby is, dismissed.

DATED: New York N.Y.
June 8, 1987

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