

NYSNA, 4 OCB2d 42 (BCB 2011)

(IP) (Docket No. BCB-2902-10).

Summary of Decision: The Union alleged that HHC violated NYCCBL § 12-306(a)(1) and (4) by failing to provide information which the Union asserted it needed to bargain on behalf of Staff Nurses and Head Nurses with respect to HHC's plan to restructure HHC operations. HHC declined to provide the requested information, asserting that the requested information and/or data was either not kept in the ordinary course of business, relate to nonmandatory subjects of bargaining or are not relevant to or reasonably necessary for collective negotiations or matters related to contract administration. The Board found that, although most of NYSNA's requests were overly broad and sought information beyond the scope of the duty to provide information set forth in NYCCBL § 12-306(c)(4), the requests seeking the full plan and information regarding any planned layoffs of nurses or employees whose elimination would have a practical impact on nurses fell within the duty to provide information. Accordingly, the petition is granted in part and denied in part. *(Official decision follows.)*

**OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING**

In the Matter of the Improper Practice Proceeding

-between-

NEW YORK STATES NURSES ASSOCIATION,

Petitioner,

-and-

THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION,

Respondent.

DECISION AND ORDER

On October 15, 2010, the New York State Nurses Association ("NYSNA" or "Union") filed a verified improper practice petition against the New York City Health and Hospitals Corporation ("HHC") alleging that HHC violated § 12-306(a)(1) and (4) and § 12-306 (c)(4) of the New York City Collective Bargaining Law (City of New York Administrative Code, Title 12, Chapter 3)

(“NYCCBL”) by failing to provide information relevant to collective bargaining and to the administration of the collective bargaining agreement between the Union and HHC. The information requested by the Union concerns HHC’s plan, issued on or about May 11, 2010, to restructure its operations and its practical impact on employees in the titles Staff Nurse and Head Nurse (collectively, “Nurses”). HHC declined to provide the requested information, asserting that the data and/or requested information was either not kept in the ordinary course of business, that it relates to nonmandatory subjects of bargaining or is not relevant to or reasonably necessary for collective negotiations or matters related to contract administration. The Board found that, although most of NYSNA’s requests were overly broad and sought information beyond the scope of the duty to provide information set forth in NYCCBL § 12-306(c)(4), the request seeking the text of the full plan and that seeking the provision of information regarding any planned layoffs of nurses or employees whose elimination would have a practical impact on nurses fell within the duty to provide information. Accordingly, the petition is denied in part but is granted to the extent that HHC is directed to produce said information within 60 days of the issuance of this Decision and Order.

BACKGROUND

NYSNA, the City of New York (“City”), and HHC are parties to a collective bargaining agreement covering, among other employees, Nurses represented by NYSNA, which was in effect during the times relevant here. In September 2009, HHC decided to assess and restructure its operations and services in view of the harsh economic times and resultant budget challenges. HHC hired Deloitte Consulting, LLP (“Deloitte”), to gather information and make recommendations on different approaches HHC could take in restructuring.

On January 20 and March 17, 2010, labor-management meetings were held between HHC and various unions representing employees at HHC, including NYSNA, at which HHC provided information regarding the development of its restructuring plan.¹ Additionally, under the overall title Enterprise Restructuring Analysis and Recommendations Statement of Work, HHC provided the unions with copies of reports discussing each of the three phases of the restructuring analysis. Those three phases of analysis were entitled Diagnostic Assessment and Operational Review, Preliminary Recommendations, and Facilitated Recommendations Review. (Ans. Ex. 3). Reports of each of these three phases, all dated September 30, 2009, set out the “timing, scope, activities, [and] deliverables.” Further, HHC provided NYSNA with two charts, one titled “Communication Meetings” and the other “Scope, Approach and High Level Timeline” (“Timeline”).

On March 30, 2010, NYSNA’s Labor Relations Representative (Economic and General Welfare Program) sent a letter to HHC containing fifteen requests for information regarding the plan, not including sub-parts (“First Request”).² By letter dated April 23, 2010, HHC replied, stating that:

please be advised that HHC will not be providing [NYSNA] with the information or data outlined in its March 30, 2010 letter, as the subjects contained therein are either not kept as a regular course of business, relate to nonmandatory subjects of bargaining, or are not relevant to or reasonably necessary for collective negotiations or matters related to contract administration.

(Pet. Ex. B, at 2).

¹ Counsel for the parties agreed at a case conference that no facts are in dispute and that the only issue which they are presenting to the Board pertains to the legal question of bargainability of the information requested by the Union.

² The Union submitted a copy of the First Request dated March 29, 2010; HHC submitted a copy of the First Request dated March 30, 2010, and its response, adduced as an exhibit to the Petition, specifically recites the date of the First Request as March 30, 2010. (Pet., Ex. B).

In May 2010, HHC publicly released a document explaining the restructuring plan, titled *Restructuring HHC: The Road Ahead* (the “Plan”). On August 12, 2010, the Union sent two additional letters, consisting of nine requests (excluding subparts) and ten requests (the “Second Request,” and “Third Request,” respectively). The Second Request sought to narrow and consolidate the requests contained in the First Request, while the Third Request asked for information predicated upon the Plan. On September 28, 2010, HHC replied in a letter that stated that the ten requests in the Third Request sought “documents that are irrelevant, burdensome to provide, available elsewhere, confidential, or do not exist,” and thus fell outside the scope of the duty of a public employer to disclose. (Pet. Ex. E). Additionally, HHC stated, “public employers are not under a duty to respond to requests for specific reason[s] why an employer engaged in a particular conduct,” because “they are more in the nature of conclusions to be drawn by the employer.” (*Id.*). HHC did not provide information responsive to the three requests, and this improper practice proceeding followed.

After a conference with the Trial Examiner to address the problems of overlapping and duplicative requests resulting from the parties’ correspondence, the Union agreed to submit a consolidated set of requests and HHC agreed to submit a consolidated response to these requests.³ The consolidated requests (in NYSNA’s Supplement to the Improper Practice Petition), and HHC’s responses (in its Answer to the Supplement) can be summarized as follows:

Request No. 1: Copies of all reports, recommendations, directives and plans related to the restructuring process.

³ The complete text of both NYSNA’s consolidated requests and HHC’s consolidated response to the Union’s requests follows as an appendix to this Decision and Order.

Response: Request involves a non-mandatory subject and is not relevant to collective bargaining or contract administration, is unduly burdensome, and relates more to the nature of conclusions drawn by the employer.

Request Nos. 2-5: With respect to each of the actions listed in the Timeline, copies of: (2) list of 25 billing categories and 15 service areas selected for focus review; (3) state assessments and organizational change readiness assessments; (4) leading practices (internal and external); (5) recommendations selected by HHC leadership and any “high level approach” decided upon to support the recommendation. For each request, the Union sought all document and data used or related to the subject of the request.

Response: Each request was asserted to involve a non-mandatory subject; to be not relevant to collective bargaining or contract administration, overly broad, unduly burdensome; and to involve information that relates to the nature of conclusions drawn by the employer.

Request No. 6: For the five years prior to the request, provide a detailed statement of:

- (a) all budgeted positions (represented and managerial/confidential) at HHC;
- (b) all such positions eliminated by layoff and attrition;
- (c) any and all planned reductions in staff by layoff, elimination or attrition.

Response: (a) and (b) are overly broad and burdensome, as well as not relevant to NYSNA as covering non-NYSNA represented titles, and HHC is not required under the NYCCBL to create a “detailed statement.” As to Request No. 6(c), HHC objects to this request as overly broad and unduly burdensome, no grievances having been filed relating to the Plan, and further HHC asserts that planned layoffs and elimination and attrition of positions are non-mandatory subjects.

Request No. 7: Provide a copy of the HHC Professional Contract Budget for FY 2010 and

the Proposed Contract Budget for 2010.

Response: Information requested is not relevant to contract administration or collective bargaining negotiations. No Nurses have been laid off as a result of the Plan, and there is no grievance pending related to this request.

Requests 8-9: Provide a detailed list of fixed cost areas reviewed, along with all documents produced or prepared regarding the same, and copies of all standards and benchmarks used in measuring the efficiency and performance of HHC, as part of the restructuring process.

Response: HHC's decision to formulate and implement the Plan is not a mandatory subject of bargaining, and the information used in formulating the Plan is not relevant to contract administration or collective bargaining, but are more of the nature of conclusions reached by the employer.

Request No. 10: Provide a copy of the full restructuring plan of which the Plan is a synopsis or summary.⁴

Response: The documents pertain to a matter not relevant to contract administration or collective bargaining and are more in the nature of conclusions reached by the employer.

⁴ The Board takes administrative notice of the decision of the Appellate Division, First Department, in *Matter of Roberts, et al. v. Health & Hosps. Corp.*, __ A.D.3d __, 2011 NY Slip Op. 05882 at 4-5 (1st Dept. July 7, 2011), in which the Court distinguished between the "massive 1,000 page report describing the risks, mission impact and expected financial result of each option [of 100 presented] presented" by Deloitte (the "Deloitte Full Report") and the May 2010 report released by HHC itself "announcing the steering committee's final cost-reduction decisions" (the "Steering Committee Report"). HHC did not specify in its pleadings what reports had been issued, consistent with its categorical objection to the provision of any of the reports comprehended within this request. However, as the Appellate Division noted in its opinion, "[t]he underlying facts are essentially not in dispute," and therefore administrative notice of this judicially-found fact is helpful in clarifying the nature and contents of the documents within NYSNA's request. *See Local Union 1969*, 3 OCB2d 42, at 7 (BCB 2010); *Cherry*, 4 OCB2d 15, at 11, n. 10 (BCB 2011).

Requests No. 11-12: With respect to the section titled “Financials” of the Plan, provide a specific breakdown of projected disbursements for fringe benefits and pensions for fiscal years 2010-2014 and projected patients/visits/admissions and non-payer usage for each year.

Response: Information requested relates to conclusions drawn by employer and relates to a non-mandatory subject and/or cannot be used for contract administration.

Request No. 13 : Provide a specific statement of the effect of the state budget on HHC and the Plan.

Response: Information relates to conclusions drawn by the employer and pertains to a matter not relevant to contract administration or collective bargaining.

Request No. 14: Provide information regarding HHC estimates of the financial impact of health care reform legislation by specific program, and for each year of the restructuring.

Response: Information relates to conclusions drawn by employer and involves a non-mandatory subject and/or cannot be used for contract administration.

Requests No. 15-16: Provide a list of the 3 %, or 1,300 positions, projected to be reduced in the Plan by attrition, broken down by specific title, and a calculation of the basis for the projected savings by year from fiscal years 2010 through 2014.

Response: Information relates to conclusions drawn by employer and involves a non-mandatory subject and/or cannot be used for contract administration.

Requests No. 17-19: Provide the basis, breakdown, and calculation of the cost savings or enhanced revenue to HHC projected in the Plan overall, and from Metroplus and Affiliation Contract/Physician Services realignment as referenced in the Plan.

Response: Information relates to conclusions drawn by employer and involves a non-

mandatory subject and/or cannot be used for contract administration.

POSITION OF THE PARTIES

Union's Position

NYSNA contends that HHC violated NYCCBL § 12-306(a)(1) and (4) and §12-306(c)(4) when it refused and failed to provide the Union with the information it had requested.⁵ NYSNA asserts that the information which it seeks would help the Union determine whether to request

⁵ NYCCBL § 12-306(a) provides, in pertinent part, as follows:

It shall be an improper practice for a public employer or its agents:

(1) to interfere with, restrain or coerce public employees in the exercise of their rights granted in section 12-305 of this chapter;

* * *

(4) 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. . . .

NYCCBL §12-305 provides, in pertinent part, as follows:

Public employees shall have the right to self-organization, to form, join or assist public employee organizations, to bargain collectively through certified employee organizations of their own choosing and shall have the right to refrain from any or all of such activities

NYCCBL § 12-306(c)(4) provides, in pertinent part, as follows:

The duty of a public employer and certified or designated employee organization to bargain collectively in good faith shall include the obligation:

(4) to furnish to the other party, upon request, data normally maintained in the regular course of business, reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining....

impact bargaining over proposed changes pursuant to the restructuring plan which could effect terms and conditions of the Nurses' employment. NYSNA contends that to the extent decisions have been made that arguably would have an impact on NYSNA's members' terms and conditions of employment, NYSNA is entitled to reports or recommendations on plans for restructuring, or information related thereto, in order to determine whether to request impact bargaining.

The Union further asserts that HHC's refusal to provide this information violates § 12-306(c)(4) of the NYCCBL which provides that a union may request information relevant to and reasonably necessary for contract administration, including the determination as to whether the union will request impact bargaining. Finally, NYSNA contends that HHC's failure to provide the information interferes with and restrains NYSNA members in the exercise of their right to bargain collectively on matters within the mandatory scope of bargaining, such as the wages, hours, and terms and conditions of employment that may be affected by HHC's restructuring plan.

HHC's Position

HHC asserts that allegations pertaining to the Union's March 29, 2010, request for information are time-barred. HHC contends that, even in specifying categories of information sought, the Union has not articulated the relevance of the information to collective bargaining or to contract administration nor has the Union met its burden of establishing that the information it seeks is necessary and relevant to carrying out its statutory duties towards its unit members.⁶ Moreover, HHC asserts that much of the information demanded was not maintained by HHC in the regular course of its business, does not relate to subjects within the mandatory scope of bargaining, or seeks

⁶ As to each category of information sought by the Union, HHC repeats and recites these wholesale objections; its more specific responses to the individual consolidated requests are recited in the Background.

HHC's reasoning in making certain decisions, which does not fall within the scope of the obligation to provide information.

HHC points out that, in the interest of sound labor relations, it met with union representatives before the Plan was publicly issued and shared information on the work that Deloitte was performing for HHC. However, HHC asserts that the development, creation and implementation of the Plan was entirely within its managerial discretion, under NYCCBL § 12-307(b), to maintain the efficiency of its operations and to determine the means, methods, and personnel by which its operations are to be conducted.⁷

DISCUSSION

Pursuant to NYCCBL § 12-306(c)(4), this Board has repeatedly held that the duty to bargain in good faith includes the obligation "to furnish to the other party, upon request, data normally

⁷ NYCCBL § 12-307(b) provides as follows:

It is the right of the city, or any other public employer, acting through its agencies, to determine the standards 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. Decisions of the city or any other public employer on those matters are not within the scope of collective bargaining, but, notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on terms and conditions of employment, including, but not limited to, questions of workload, staffing and employee safety, are within the scope of collective bargaining.

maintained in the regular course of business, reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining.” *NYSNA*, 4 OCB2d 20, at 9 (BCB 2010) (quoting *DC 37, L. 376*, 1 OCB2d 37, at 4 (BCB 2008)); *see also COBA*, 63 OCB 9, at 12 (BCB 1999). We have also held that “a failure to supply information in violation of NYCCBL § 12-306(c)(4) necessarily constitutes a violation of the duty to bargain in good faith pursuant to NYCCBL § 12-306(a)(4).” *NYSNA*, 3 OCB2d 36, at 13 (BCB 2010) (quoting *OSA*, 1 OCB2d 45, at 16 (BCB 2008)); *see also COBA*, 75 OCB 17, at 8 (BCB 2005). Further, “since the denial of information to which the Union is entitled renders the Union less able effectively to represent the interests of the employees in the unit, the employer’s failure to supply the information also interferes with the statutory right of employees to be represented, in violation of NYCCBL § 12-306(a)(1).” *Id.*; *see also PBA*, 79 OCB 6, at 17 (BCB 2007) (citations omitted); *Bd. of Educ. of the City Sch. Dist. of the City of N.Y.*, 42 PERB ¶ 4570, at 4773 (ALJ 2009). Thus, a violation of the duty to provide information relevant to and reasonably necessary to contract administration violates § 12-306(c)(4), as well as § 12-306(a)(1) and (4).

As we have previously stated, the Union’s burden in justifying a request for information “requir[es] only a showing of probability that the desired information is relevant and that it would be of use to the union in carrying out its statutory duties and responsibilities.” *NYSNA*, 3 OCB2d 36, at 13 (quoting *Comar, Inc.*, 349 NLRB 342, 354 (2007)). In accord with this broad standard, we “have held that this duty extends to information relevant to and reasonably necessary to the administration of the parties’ agreements, such as processing grievances.” *See NYSNA*, 4 OCB2d 20, at 10 (quoting *PBA*, 79 OCB 6, at 14) (internal quotation and editing marks and citations omitted). Thus, information relevant to and reasonably necessary for consideration of a potential

grievance, or to determine if an improper practice occurred, fall within the ambit of contract administration, and such information must be produced upon request. *See NYSNA*, 4 OCB2d 20, at 10; *SSEU, L. 371*, 1 OCB2d 11, 7-10 (BCB 2008); *DC 37, L. 376*, 1 OCB2d 37 (BCB 2008), *affd*, *Matter of City of New York v. NYC Bd. of Collective Bargaining*, Index. No. 403010/08 (Sup. Ct. N.Y. Co., Oct. 23, 2009) (Lehner, J.). The scope of this duty encompasses “reasonable requests for information from which a certified representative can assess whether a management action or decision will result in a practical impact within the meaning of the law.” *DC 37, L. 376*, 1 OCB2d 37, at 10 (quoting *UFA*, 71 OCB 19, at 11-12 (BCB 2003)).

However, the Union’s right to request information pursuant to NYCCBL § 12-306(c)(4) is not unlimited. Rather, the Union is entitled to “data normally maintained in the regular course of business, reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining.” *Id.* It is well established that “requests that seek documents that are irrelevant, burdensome to provide, available elsewhere, confidential, or do not exist, are deemed to fall outside the scope of the duty by the public employer to disclose.” *NYSNA*, 4 OCB2d 20, at 13-14 (quoting *NYSNA*, 3 OCB2d 36, at 14 (BCB 2010)); *see also State of N.Y. (Office of the State Comptroller)*, 35 PERB ¶ 4565, at 4717 (2002). Further, “public employers are not under a duty to respond to requests for specific reasons why an employer engaged in a particular action because these types of requests are not for documents which contain information that will enable the union to negotiate more effectively, but are more in the nature of conclusions to be drawn by the employer.” *NYSNA*, 3 OCB2d 36, at 14 (editing and quotation marks omitted) (quoting *Bd. of Educ. of the City Sch. Dist. of the City of N.Y.*, 42 PERB ¶ 4570, at 4774 (2009)).

In the instant case, the exclusions referenced above clearly apply to several categories of the Union's information requests. Requests pertaining solely to HHC's self-assessment concerning the efficiency of service-providing operations, as well as its overall labor costs (including projected savings by attrition), its calculation of increased and decreased revenues, and the effect of the state budget and federal legislation have not been connected by the Union to any mandatory subject of bargaining. Thus, Request Nos. 1-5, 8-9, and 11-19, which seek to elicit the analysis upon which the Plan is predicated absent any relation to any mandatory subject or bargaining relating to the employees represented by the Union, are more in the nature of requests "for specific reasons why an employer engaged in a particular action," and outside of the duty to provide information pursuant to NYCCBL § 12-306(c)(4). *See NYSNA*, 3 OCB2d 36, at 14.

Request No. 6 consists of three subparts, seeking information concerning:

- (a) all budgeted positions broken down by location, facility, and unit at HHC;
- (b) all positions eliminated or reduced by layoff and attrition over the past five years; and
- (c) currently planned or contemplated reductions in staff by layoff, elimination of position, and/or attrition.

HHC contends that it is not obliged to generate documents collecting the information requested in sections (a) and (b) of Request No. 6 because HHC "is not required to create a detailed statement under the NYCCBL." ((Answer to Supplement at 5, ¶ 6). Moreover, HHC contends that the information goes beyond that reasonably related to contract administration in that it would cover employees in non-NYSNA represented titles. We agree that the request for the creation of "detailed statements" as requested here does not fall within the scope of the duty to provide information. We have previously held that "such a request goes beyond the statutory requirement of providing 'data

normally maintained in the ordinary course of business.” *NYSNA*, 4 OCB2d 20, at 15-16 (quoting § 12-306(c)(4)).

Moreover, NYSNA has not articulated, let alone actually demonstrated, any relationship between past staffing reductions and any mandatory subject as to the employees represented by NYSNA. As we have often stated, “[T]he right to allocate duties among its employees and personnel decisions concerning termination of employees because of economic or other legitimate reasons fall outside the scope of collective bargaining.” *Local Union 1969, DC 37*, 3 OCB2d 42, at 13 (BCB 2010) (quoting *SSEU, L. 371*, 2 OCB2d 16, at 10-11 (BCB 2009) (additional citations and parentheticals omitted). Although “questions concerning the practical impact of management’s decision to layoff employees are bargainable,” the Union has not articulated any impact that these past decisions have had or are expected to have on the employees represented by NYSNA. *Id.* at 11 n. 8 (quoting *Antoine*, 73 OCB 8, at 11 (BCB 2004). Accordingly, HHC was under no obligation to create or provide the information requested in these portions of the request.

A different result is warranted with respect to Request No. 6 (c), which seeks information on planned or contemplated staffing reductions. Although overly broad on its face, this request necessarily encompasses information that might be reasonably related to contract administration, such as information relating to layoffs which have been decided upon and involve Nurses or would have a practical impact on their workload. *See Local Union 1969, DC 37*, 3 OCB2d 42, at 13; *DC 37, L. 376*, 1 OCB2d 37, at 10; *see also NYSNA*, 4 OCB2d 20, at 10. Accordingly, we order HHC to provide information relating to any layoffs that have been decided upon which involve Nurses or

would have a practical impact on their workload.⁸

Request 7 seeks copies of the HHC Professional Contract Budget for Fiscal Year 2010 and the Proposed Contract Budget for Fiscal Year 2011. While these documents, especially that for the fiscal year just ended, may be obtainable through other methods, such as the state's Freedom of Information Law, no manner in which they might be reasonably related to contract administration or to collective bargaining has been demonstrated. There are, for example, no allegations that Nurses have been laid off, or that their work has been contracted out to non-HHC employees, or that any layoffs related to the Plan have taken place. Absent such factual circumstances, HHC was under no obligation to provide the information requested in this request.

Finally, the Union asserts that HHC has produced only a synopsis of the full Plan; thus, Request 10 seeks a copy of the full restructuring Plan. To the extent that the Union seeks the detailed analysis of decisions adopted by HHC, that is, the Steering Committee Report, we believe this request also falls within the duty to provide information.⁹ It is undisputed that the Plan as provided to the Union by HHC specifically references closing and/or consolidating several facilities, as well as privatizing dialysis services (*see* Requests Nos. 13, 16-18). The record therefore sufficiently establishes that a more complete statement of how these objectives are to be achieved "would be of use to the union in carrying out its statutory duties and responsibilities," as would a more complete statement about the possible disposition of the staff and of the Plan's effect on

⁸ We note that HHC did not assert that responsive documents would have to be created in response to request 6 (c), whereas it did in response to 6 (a) and (b), from which we draw the conclusion that this ground of objection does not apply to this request.

⁹ To the extent the Union's request seeks a copy of the 1,000 page Deloitte Full Report, we find that collection of recommendations and options to be outside of the scope of the duty to provide information for the same reasons as Request Nos. 1-5, 8-9, and 11-19.

workload and other terms and conditions. *NYSNA*, 3 OCB2d 36, at 13; *see also DC 37*, 1 OCB2d 37, at 10; *UFA*, 71 OCB 19, at 11-12.

Accordingly, the instant petition is granted with respect to Union Request No. 6 (c) to the extent that HHC is ordered to produce to the Union information concerning any layoffs that have been decided upon which involve Nurses or would have a practical impact on their workload. The instant petition is granted also with respect to Union Request No. 10, to the extent that it seeks a copy of the Steering Committee Report. With respect to these two Requests, HHC is directed to produce said information within 60 days of the issuance of this Decision and Order. In all other respects, the instant petition is denied.

ORDER

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 Verified Improper Practice Petition docketed as BCB-2902-10, is granted in part and denied in part; and it is further

ORDERED, that HHC produce to the Union information as to any layoffs that have been decided upon which involve Nurses or would have a practical impact on their workload; and it is further

ORDERED, that HHC produce to the Union a copy of the Steering Committee Report; and it is further

ORDERED, that HHC produce, to the Union, said information within 60 days of the issuance of this Decision and Order; and it is further

ORDERED, that in all other respects, the instant petition is denied.

Dated: August 18, 2011
New York, New York

MARLENE A. GOLD
CHAIR

GEORGE NICOLAU
MEMBER

CAROL A. WITTENBERG
MEMBER

M. DAVID ZURNDORFER
MEMBER

PAMELA S. SILVERBLATT
MEMBER

CHARLES G. MOERDLER
MEMBER

PETER PEPPER
MEMBER