# *UFT, L. 2*, 4 OCB2d 54 (BCB 2011)

(IP) (Docket No. BCB-2916-10).

***Summary of Decision***: The Union claimed that the City violated its duty to bargain in good faith by unilaterally changing the number of work hours per day for Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission. The City argued that there was no violation of NYCCBL § 12-306(a)(1), (4), or (5) because it had the management right to schedule Hearing Officers (Per Session), scheduling is not a mandatory subject of bargaining, and, in any event, the purported change was a reversion to its prior practice, which it temporarily eased in order to deal with exigent circumstances. The City additionally argued that the Union's requested financial remedy should be denied because there is no reliable way to determine when a Hearing Officer (Per Session) would have worked. The Board found that the City unilaterally changed the hours of Hearing Officers (Per Session) during a period of negotiations, and, therefore, violated its duty to bargain in good faith and to maintain the *status quo*. Accordingly, the Union's Improper Practice Petition was granted. The Board, however, retained jurisdiction to determine any possible financial remedy at a later date. ***(Official decision follows.)***

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

**In the Matter of the Improper Practice Proceeding**

***-between-***

**UNITED FEDERATION OF TEACHERS, LOCAL 2, AFL-CIO,**

***Petitioner,***

***-and-***

**THE CITY OF NEW YORK,**

***Respondent.***

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## DECISION AND ORDER

On December 14, 2010, the United Federation of Teachers, Local 2, AFL-CIO ("Union"), filed a Verified Improper Practice Petition against the City of New York ("City"). The Union claims that the City violated § 12-306(a)(1), (4), and (5), of the New York City Collective

Bargaining Law (City of New York Administrative Code, Title 12, Chapter 3) ("NYCCBL") by unilaterally changing the number of work hours per day for Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission ("TLC"). The City argues that there is no violation of NYCCBL § 12-306(a)(1), (4), or (5) because it has the management right to schedule Hearing Officers (Per Session), scheduling is not a mandatory subject of bargaining, and, in any event, the purported change was a reversion to its prior practice, which it temporarily eased in order to deal with exigent circumstances. The City additionally argues that the Union's requested financial remedy should be denied because there is no reliable way to determine when a Hearing Officer (Per Session) would have worked. This Board finds that the City unilaterally changed the hours of Hearing Officers (Per Session) during a period of negotiations, and, therefore, violated its duty to bargain in good faith and to maintain the *status quo*. Accordingly, the Union's Improper Practice Petition is granted. The Board, however, will retain jurisdiction to determine any possible financial remedy at a later date.

## BACKGROUND

The Union is the exclusive bargaining representative of non-competitive City employees with the civil service title Hearing Officer (Per Session) ("Hearing Officer"). The Union was certified by the Board of Certification on September 25, 2007. *See UFT*, 80 OCB 14 (BOC 2007). Negotiations for an initial collective bargaining agreement have been ongoing since at least January 2008, the time when the City alleges that bargaining was requested by the Union.[1] The parties have yet to reach an initial agreement.

[1] In *UFT*, 4 OCB2d 2 (BCB2011), the City took the position, which was not disputed by the Union, that bargaining was requested in June 2008.

At the time of the filing of the instant Improper Practice Petition, the Hearing Officers at issue were employed by the TLC, the City agency responsible for licensing and regulating yellow taxicabs, for-hire vehicles, commuter vans, and paratransit vehicles. Hearing Officers "conduct[] hearings concerning allegations of misconduct or violation of the administrative Code of The City of New York and the Rules and Regulations of various Authorities, Agencies and Departments operating within The City of New York[.]" (Ans., Ex. 1). According to the City, decisions rendered by Hearing Officers at the TLC may be appealed to the TLC Appeals Unit, where a Hearing Officer will review the evidence and issue a determination of the appeal. Approximately 20 Hearing Officers work in the TLC Appeals Unit. The instant Improper Practice Petition concerns only these employees.

At the heart of this dispute is a memorandum ("October 2010 Memorandum") that was issued on October 13, 2010, by the TLC's Chief Administrative Law Judge to all Appeals Unit Hearing Officers. The October 2010 Memorandum is entitled "Approved Work Hours for Appeals Judges" and states, in its entirety:

> Judges are only permitted to work between the hours of 8:00 AM and 6:30 PM[.]
>
> Judges may not work less than 7 hours on assigned days[.]
>
> Judges may not work more than 7 hours in one day[.]
>
> Judges are required to report to work on assigned days absent urgent circumstances[.]
>
> Judges who are unable to report to work on assigned days must notify the Chief ALJ[.]
>
> Judges are required to take no less than ½ hour for lunch on assigned days[.]
>
> Judges are required to submit their availability to the calendar

> program every month[.]
>
> Judges who are not on the ALJ schedule will not be permitted to work without prior authorization from the Chief Administrative Law Judge.

(Pet., Ex. A). It is undisputed that the October 2010 Memorandum was issued unilaterally by the City and that there were no negotiations with the Union regarding its content.

Prior to the issuance of the October 2010 Memorandum, the City asserts that between September 2007 and February or March 2009 Hearing Officers generally worked in five to seven hour blocks of time between the hours of 7:00 a.m. and 6:30 p.m.[2] The City contends that in February or March 2009 the TLC temporarily permitted Hearing Officers to work for any block of time between 6:00 a.m. and 6:30 p.m. Thereafter, the City alleges that TLC periodically reminded Hearing Officers that the scheduling practice was a temporary change undertaken to reduce a backlog of cases.[3]

[2] The TLC's change in hours of operation are not the subject of this improper practice proceeding.

[3] At no time does the City allege that Hearing Officers were required to work in fixed blocks of seven hours per day.

The Union, in contrast, alleges that, prior to the issuance of the October 2010 Memorandum, Hearing Officers had no minimum or maximum number of hours per day that they were required to work. According to the Union, Hearing Officers "could, at their sole discretion, work any day or days of the week and any number of hours during such days they chose to work from 1 to 12 hours per day." (Pet. ¶ 4).[4] The Union disputes the City's contention that Hearing Officers were informed that the work schedule alleged to have been implemented in February or March 2009 was temporary.

At the Trial Examiner's request, the City produced time records for the period of August 1, 2007, through July 31, 2008.[5] The records establish that during that period Hearing Officers worked in varying blocks of time between one and eleven hours per day.[6] In the aggregate, Hearing Officers made 1,015 appearances over the course of the one year period stated above. During 608 of those appearances, Hearing Officers worked in blocks of time that were less than five hours per day or more than seven hours per day. One Hearing Officer, for example, worked less than five hours per day or more than seven hours per day on 103 days out of 117 total days that he worked. Another Hearing Officer worked in blocks of time less than five hours per day or

[4] The City contends that Hearing Officers are employed on an *ad hoc*, as needed, basis and are scheduled according to the individual needs of the agency. According to the City, each Hearing Officer is required to provide the TLC with a list of dates that he or she will be available to work in the upcoming month. The City asserts that the TLC then issues a schedule for the Appeals Unit.

[5] The parties agreed that the time records from these twelve months would provide a relevant period to analyze because it includes the Union's date of certification and the months that follow.

[6] Although the time records establish that there were occasions when Hearing Officers worked as little as one hour per day and as much as eleven hours per day, nearly 90% of the appearances were between four and nine and one-half hours per day.

more than seven hours per day on 89 days out of 98 total days that she worked.

As a remedy, the Union requests that the City be directed to:

> 1) cease and desist from unilaterally changing the number of hours worked per day and other mandatory subjects relating to such hours; 2) reinstate the status quo regarding the hours of work of the Hearing Officers (Per Session) in the Appeals Unit of the TLC as they existed prior to the issuance of the October 2010 e-mail; 3) make those unit members who have incurred any additional expense or loss of revenue as a result of the unilateral change whole; 4) bargain over any changes in hours of the affected unit members, or should such matters be deemed to be non-mandatory subjects the Petitioner, in the alternative, requests bargaining over the practical impact of such changes; [] 5) posting of an electronic notice; and 6) for such other, further and different relief as is appropriate.

(Rep. at 7).

## POSITIONS OF THE PARTIES

### Union's Position

The Union argues that the TLC unilaterally changed Hearing Officers' required number of work hours per day in violation of NYCCBL § 12-306(a)(1), (4), and (5). The Union argues that a public employer's duty to bargain in good faith encompasses the obligation to bargain over the number of hours worked per day, the length of the work week, and the number of appearances required per week. Accordingly, the Union argues that the TLC may not unilaterally implement an adjusted work schedule that alters the number of work hours per day.

The Union asserts that, prior to the issuance of the October 2010 Memorandum, Hearing Officers had flexible hours of work and could, at their sole discretion, work any day or days of the week and any number of hours during such days up to twelve hours per day. The Union alleges that the TLC's sole guideline was that the work had to be performed between the hours of 6:00

a.m. and 6:30 p.m. In October 2010, however, the City unilaterally changed the Hearing Officers' hours by requiring that work be performed in blocks of seven hours between 8:00 a.m. and 6:30 p.m. The seven hour maximum could not be exceeded.

By unilaterally changing the Hearing Officers' hours, the Union argues that the City changed the *status quo* concerning a mandatory subject of bargaining during a period of negotiations for a new collective bargaining agreement. The Union contends that such conduct violates NYCCBL § 12-306(a)(1) and (5). Furthermore, the Union argues that, by making the unilateral change without notice to the Union or the opportunity to negotiate, the City failed to bargain in good faith in violation of NYCCBL § 12-306(a)(1) and (4). According to the Union, the issue in this case falls squarely within the Board's holding in *UFT*, 3 OCB2d 44 (BCB 2010), where the Board found that changes requiring Hearing Officers at another City agency to work at least five hours per day and at least twice per week in any week worked "relate to hours and therefore must be bargained." (Rep. ¶ 18) (citing *UFT*, 3 OCB2d 44, at 9).

The Union argues that a "make whole" remedy is reasonable and required to redress the improper practice committed by the City. While the Union acknowledges that the Board did not grant a financial remedy in *UFT*, 3 OCB2d 44, the Union has filed multiple charges since that case was decided and the Board has issued three decisions that found in favor of the Union on the "substantial majority" of the charges. (Rep. ¶ 24). The Board continues to evaluate the financial remedy requested in one of those cases. The Union contends that damages can be ascertained based on the difference between the historical averages of hours worked and the hours permitted after the unilateral change. According to the Union, the City possesses such information, which would easily demonstrate the financial loss to the individuals involved.

The Union argues that both a financial remedy and the posting of an electronic notice are

important because the City's actions directly violate the Board's decision in *UFT*, 3 OCB2d 44, which was issued a few weeks prior to the issuance of the October 2010 Memorandum. The Union contends that the City "blithely ignored" the Board's determination by continuing to unilaterally establish new hours of work for Hearing Officers and then by citing precisely the same precedent that the Board found to be irrelevant in the prior matter. (Rep. ¶ 25). The Union argues that electronic posting is necessary to effectively inform Hearing Officers of the improper practice because electronic communication is the means routinely used by the TLC to contact its employees.

**City's Position**

The City argues that there is no violation of NYCCBL § 12-306(a)(4) or (5) because the TLC has the management right, pursuant to NYCCBL § 12-307(b), to schedule Hearing Officers. Accordingly, the City contends that the TLC's scheduling of Hearing Officers between certain hours of the day and for certain blocks of time does not constitute a mandatory subject of bargaining. The City asserts that the Board has interpreted NYCCBL § 12-307(b) to grant employers the authority to unilaterally implement changes to certain working conditions, such as adjusted work schedules. Citing *UFT*, 3 OCB2d 44, the City asserts that the requirement that Hearing Officers work within certain hours of the day is a matter of scheduling, which does not involve a mandatory subject of bargaining. The City acknowledges, however, that the Board found a requirement that Hearing Officers work in five-hour time blocks to be a mandatory subject of bargaining.

The City asserts that Hearing Officers do not have regular, fixed schedules of work and that Hearing Officers only work as requested by the TLC based on the TLC's needs. Thus, the City asserts that, unlike employees regularly assigned to work a set number of hours in a week (as

determined by a collective bargaining agreement), there is no requirement that the TLC provide any specific number of hours of employment. According to the City, all Hearing Officers are required to submit their availability to the TLC six weeks before the beginning of the month and then the TLC has the ultimate discretion to determine the days, if any, upon which to schedule each Hearing Officer. Thus, the City asserts that Hearing Officers do not work at their "sole discretion" regardless of agency need. (Ans. ¶ 22). If Hearing Officers were permitted to determine their own work schedules at their sole discretion, then management would have no ability to control its workforce.

The City argues that, by issuing the October 2010 Memorandum, the TLC reasserted its managerial right to schedule Hearing Officers after temporarily easing its prior scheduling practice to deal with exigent circumstances.[7] The City claims that the TLC Appeals Unit had a prior practice of requiring Hearing Officers to work between 7:00 a.m. and 6:30 p.m. for blocks of time between five and seven hours. Although the City acknowledges that the October 2010 Memorandum changed the Hearing Officers' minimum and maximum number of work hours per day, it argues that the change was *de minimis* and did not implicate the duty to bargain.

[7] The City argues that the Hearing Officers could not reasonably expect the relaxed scheduling practices to continue because the TLC periodically informed them that they were temporary and not permanent. Therefore, the City asserts that the instant matter should be distinguished from *UFT*, 3 OCB2d 44.

Based on the above, the City argues that it did not violate its duty to bargain under NYCCBL § 12-306(a)(4) and (5). Assuming, however, that the Improper Practice Petition is granted in whole or in part, the City argues that the Board should refuse to grant the Union's requested remedy that Hearing Officers be made whole. Instead, the Board should rule in accordance with *UFT*, 3 OCB2d 44, where the remedy was limited to a rescission of the unilateral change and an order that the City cease and desist from changing mandatory subjects of bargaining. The City contends that a financial remedy would be speculative because there is no reliable way to determine when a Hearing Officer would have been assigned to work and also have reported to work. The City contends that any award of lost hours would be suspect because it would be premised on the Union's incorrect assertion that Hearing Officers had the sole discretion to determine how many hours and days they would work.

## DISCUSSION

NYCCBL § 12-307(a) requires public employers and employee organizations to bargain in good faith and to refrain from making unilateral changes to wages, hours, and working conditions, as well as "any subject with a significant or material relationship to a condition of employment." *Municipal Highway Inspectors L. Union 1042*, 2 OCB2d 12, at 7 (BCB 2009); *see also DC 37*, 79 OCB 20, at 9 (BCB 2007); *NYSNA*, 51 OCB 37, at 8 (BCB 1993). Pursuant to NYCCBL § 12-306(a)(4), a public employer commits an improper practice by violating its duty to bargain over these mandatory subjects. *See DC 37, L. 1457*, 1 OCB2d 32, at 26 (BCB 2008). When there is no existing collective bargaining agreement, the public employer has an obligation to maintain the mandatory terms and conditions of employment that existed at the time its duty to bargain arose when the employee organization was certified or recognized. *See* Civil Service Law Article 14

("Taylor Law" or "CSL") § 204(2), applicable to the City pursuant to CSL § 212(1).[8]

[8] Although a public employer has no duty to bargain when a question concerning representation has been presented and there is no existing collective bargaining agreement, pursuant to NYCCBL § 12-306(a)(1), an employer must preserve the terms and conditions of employment that exist when a representation petition is filed. *See DC 37*, 69 OCB 23, at 9, 15 (BCB 2002), *affd.*, *District Council 37 v. City of N.Y.*, No. 112450/03 (Sup. Ct. N.Y. Co. Mar. 15, 2004); *ADA*, 55 OCB 19, at 25-26, 36, 40 (BCB 1995).

A public employer is similarly prohibited from making unilateral changes to wages, hours, and working conditions during a "period of negotiations," which commences on the date that a bargaining notice is filed. *See* NYCCBL § 12-311(d); *DC 37, L. 2021*, 51 OCB 36, at 15 (BCB 1993).[9] Once a bargaining notice is filed, NYCCBL § 12-311(d) requires the public employer to preserve the *status quo* with respect to mandatory subjects of bargaining. A public employer that breaches its obligation to maintain the *status quo* under § 12-311(d) commits an improper practice pursuant to NYCCBL § 12-306(a)(5). Importantly, we have held that "an existing collective bargaining agreement is not a condition precedent to invoking the *status quo* provision." *USCA*, 67 OCB 32, at 7 (BCB 2001); *see also UFT*, 3 OCB 2d 44, at 10.

It is well-settled that the number of hours worked per day is a mandatory subject of bargaining. *See UFT*, 3 OCB2d 44, at 9 (BCB 2010); *NYSNA*, 51 OCB 37, at 7-8 (BCB 1993). The scheduling of hours, however, is generally not subject to the bargaining obligation because "management has the unilateral right to assign work in the way that it deems necessary to maintain the efficiency of governmental operations." *DC 37, L. 2021*, 51 OCB 36, at 15(citing NYCCBL § 12-307(b)); *see LEEBA*, 3 OCB2d 29, at 31-33 (BCB 2010). Accordingly, "while the City unilaterally may determine staffing levels and certain aspects of schedules, such as starting and finishing times, it must bargain over the total number of hours employees work per day or per week." *UFOA*, 1 OCB2d 17, at 10 (BCB 2008); *see also Local 237, IBT*, 57 OCB 13, at 7 (BCB 1996); *PBA*, 15 OCB 24, at 16-17, 19 (BCB 1975), *affd., Patrolmen's Benevolent Ass'n. v. Bd. of Collective Bargaining*, N.Y.L.J., Jan. 2, 1976, at 6 (Sup. Ct. N.Y. Co.); *PBA*, 15 OCB 5, at 17 (BCB 1975).

[9] Under NYCCBL § 12-311(a)(2), a newly certified public employee organization or a public employer may send the other party a bargaining notice at any time after the certification.

In *UFT*, 3 OCB2d 44, we considered the implementation of a requirement that Hearing Officers at another City agency work a minimum of five hours per day, at least twice per week in any week worked. *Id.* at 9. Prior to the change, the Hearing Officers could work in blocks of time that were less than five hours. *Id.* at 2. We found that the unilateral change requiring Hearing Officers to work at least five hours per day violated NYCCBL § 12-306(a)(4) and (5). *Id*. at 9-10. Here, the Union alleges a similar change to the number of hours per work day: the implementation of a requirement that Hearing Officers work in fixed blocks of seven hours per day. The City argues that this requirement involves scheduling, and, therefore, is within its management prerogative. We find, however, that the seven-hour per day requirement is a mandatory subject of bargaining because it concerns the number of hours per day that a Hearing Officer is permitted or required to work.

Pursuant to NYCCBL §§ 12-306(a)(4) and 12-307(a), the City was required to maintain the Hearing Officers' hours of employment as they existed when the Union was certified. The City alleges that Hearing Officers worked five to seven hours per day at the time of certification. The City's factual contention, however, is not supported by the documents that the City produced.[10] The record establishes that Hearing Officers actually worked, in no discernable pattern, between one and eleven hours per day during a one year period that preceded and succeeded the Union's certification. In fact, in the aggregate, Hearing Officers worked less than five hours per day or more than seven hours per day on approximately 60% of the days that they worked. Because Hearing Officers were not mandated to work seven hours per day at the time of

[10] Because the records produced by the City establish that Hearing Officers were not scheduled to work between five and seven hours per day, we need not reach the question of whether a change in hours from a flexible block of five to seven hours per day to a fixed block of seven hours per day is *de minimis*.

certification, we find that the City's unilateral imposition of the requirement that Hearing Officers work a fixed block of seven hours per day constitutes a change to a mandatory subject of bargaining that is not de minimis, and, therefore, amounts to an improper practice within the meaning of NYCCBL § 12-306(a)(4).[11]

Similarly, pursuant to NYCCBL §§ 12-306(a)(5) and 12-311(d), the City had an obligation to maintain the *status quo* and was prohibited from making unilateral changes to the Hearing Officer's hours of employment during a "period of negotiations." Although it is not evident whether the Union filed a bargaining notice pursuant to NYCCBL § 12-311(a)(2), the City admits that the Union requested bargaining in January 2008 and that negotiations have been ongoing since that time. Given this admission, we find that it is immaterial whether or not the Union filed a bargaining notice and find that, at the latest, a "period of negotiations" commenced in January 2008. Accordingly, at that time, the City had an obligation, under NYCCBL § 12-311(d), to maintain the *status quo*. Because Hearing Officers worked a wide-ranging number of hours per day before and after January 2008, we find that the City's implementation of the fixed seven-hour workday changed the *status quo* during a period of negotiations. Accordingly, we find that the City additionally violated NYCCBL § 12-305(a)(5). *See UFT*, 4 OCB2d 4, at 21 (BCB 2011); *UFT*, 3 OCB2d 44, at 9-10.

[11] We also find a derivative violation of NYCCBL § 12-306(a)(1) because this provision forbids an employer from interfering with employees' rights to bargain collectively. *Municipal Highway Inspectors L. Union 1042*, 2 OCB2d 12, at 7; *DC 37, L. 2021*, 51 OCB 36, at 17.

For the reasons stated above, the Union's Improper Practice Petition is granted. We find that the appropriate remedy is to order the City to rescind the second and third sentences of the October 2010 Memorandum and to restore the Hearing Officers' work hours as they existed at the time of the Union's certification–that is the ability to work between one and eleven hours per work day (to the extent permitted by the hours of operation).[12] We further order the City to cease and desist from implementing any changes to the Hearing Officers' work hours until such time as the parties reach a negotiated agreement or exhaust the statutory impasse procedures. With regard to the Union's request to compensate Hearing Officers for financial loss due to the improper practice, the record, as it now stands, is insufficient to determine whether it would be proper to award such a remedy. Therefore, the parties should be prepared to provide additional information at the Board's request, and the Board will retain jurisdiction to determine any possible financial remedy at a later date. Lastly, we order the City to post notices reflecting the Board's determination in this matter.

[12] In making this ruling, the Board recognizes that, as a practical matter, a one hour work day might not be productive or efficient; however, the Board is constrained by the time records produced by the City.

**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 filed by the United Federation of Teachers, Local 2, AFL-CIO, docketed as BCB-2916-10, be, and the same hereby is, granted; and it is further

ORDERED, that the City of New York rescind the second and third sentences of the October 13, 2010, memorandum issued by the Chief Administrative Law Judge of the New York City Taxi and Limousine Commission to the Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission; and it is further

ORDERED, that the City of New York restore the work hours of the Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission as they existed at the time of the Union's certification–that is the ability to work between one and eleven hours per work day (to the extent permitted by the hours of operation); and it is further

ORDERED, that the City of New York cease and desist from unilaterally changing the work hours of Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission until such time as the parties reach a negotiated agreement or exhaust the statutory impasse procedures; and it is further

ORDERED, that the parties provide, at the Board's request, information regarding financial loss to Hearing Officers (Per Session) as the Board will retain jurisdiction to determine any possible financial remedy at a later date; and it is further

ORDERED, that the City of New York post notices reflecting the Board's determination in this matter.

Dated: October 6, 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 MOERDLER
MEMBER

PETER B. PEPPER
MEMBER

# NOTICE
# TO
# ALL EMPLOYEES
# PURSUANT TO
# THE DECISION AND ORDER OF THE
# BOARD OF COLLECTIVE BARGAINING
# OF THE CITY OF NEW YORK
# and in order to effectuate the policies of the
# NEW YORK CITY COLLECTIVE BARGAINING LAW

We hereby notify:

That the Board of Collective Bargaining has issued, *UFT, L. 2*, 4 OCB2d 54 (BCB 2011), in final determination of the Improper Practice Proceeding between the United Federation of Teachers, Local 2, AFL-CIO, and the City of New York.

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 filed by the United Federation of Teachers, Local 2, AFL-CIO, docketed as BCB-2916-10, be, and the same hereby is, granted; and it is further

ORDERED, that the City of New York rescind the second and third sentences of the October 13, 2010, memorandum issued by the Chief Administrative Law Judge of the New York City Taxi and Limousine Commission to the Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission; and it is further

ORDERED, that the City of New York restore the work hours of the Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission as they

existed at the time of the Union's certification–that is the ability to work between one and eleven hours per work day (to the extent permitted by the hours of operation); and it is further

ORDERED, that the City of New York cease and desist from unilaterally changing the work hours of Hearing Officers (Per Session) in the Appeals Unit of the New York City Taxi and Limousine Commission until such time as the parties reach negotiated agreement or exhaust the statutory impasse procedures; and it is further

ORDERED, that the parties provide, at the Board's request, information regarding financial loss to Hearing Officers (Per Session) as the Board will retain jurisdiction to determine any possible financial remedy at a later date.

New York City Taxi and Limousine
Commission (Department)

Dated: _____ Posted by: _____
(Title)

*This Notice must remain conspicuously posted for 30 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.*