L.1180, CWA v. City, 43 OCB 47 (BCB 19890 [Decision No. B-47-89 (IP)]

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Proceeding

-between-

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180,

Petitioner,

-and-

CITY OF NEW YORK,

Respondent.

DECISION NO. B-47-89

DOCKET NO. BCB-1068-88

DECISION AND ORDER

On July 18, 1988, the Communications Workers of America, Local 1180 ("Local 1180" or "the Union"), filed an improper practice petition against the City of New York ("the City"), charging that the City committed an improper practice by unilaterally revising the job specifications for the Principal Administrative Associate ("PAA") title. In making the revision, the City was alleged to have violated Sections 12-306a.(1), (2), (3) and (4), as well as Section 12-306c.(5) of the New York City

Collective Bargaining law ("NYCCBL").[1]

The City, appearing by its Office of Municipal Labor Relations, filed an answer to the improper practice petition on October 4, 1988. The Union filed a reply on January 6, 1989.

BACKGROUND

As part of the 1987-90 Communication Workers of America Economic Agreement between the CWA and its affiliated locals and

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[1] NYCCBL §§12-306a.(1), (2), (3) and (4) provide as follows:

> **Improper practices; good faith bargaining.**
> **a. Improper public employer practices.** 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 1173-4.1 (now re- numbered as section 12-306) of this chapter;
> (2) to dominate or interfere with the formation or administration of any public employee organization;
> (3) to discriminate against any employee for the purpose of encouraging or discourag- ing membership in, or participation in the activities of, any public employee organiza- tion;
> (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 §§12-306c.(5) provides as follows:

> **Good faith bargaining.** The duty of a public employer and certified or designated employee organization to bargain collectively in good faith shall include the obligation:
> * * *
> (5) if an agreement is reached, to execute upon request a written document embodying the agreed terms, and to take such steps as are necessary to implement the agreement.

the City ("the Agreement"), the parties agreed to establish a joint labor-management committee, in conjunction with representatives of the Department of Personnel and the Office of Municipal Labor Relations, to study ways of increasing promotional opportunities for women and minorities in City employment.[2]

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[2] Section 10. of the Agreement reads as follows:

> Joint Labor-Management Committee on Increased Recruitment and Promotional Opportunities
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> a. The parties agree to establish a joint labor-management committee with representatives of the Department of Personnel and the Office of Munici- pal Labor Relations as well as other appropriate agencies or Employers to study ways of increasing the recruitment and promotional opportunities for women and minorities in "City" employment. Among the areas to be explored by the committee are the following:
>
> (i) A review of existing "dead-end" titles or titles with limited promotional opportunities to make recommendations to the Personnel Director regarding the need for promotional opportunities and/or the establishment of new titles or levels if necessary;
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> (ii) A review for effectiveness of existing Citywide and Agency equal employment opportunity programs to make joint recommendations to the Personnel Director, if warranted;
>
> (iii) Seeking to develop a program to facil-itate internal recruitment of City employees for collateral promotion across title series; such a program could include the establishment of trainee positions or alternate training programs;
>
> (iv) A review of available City and union-funded training programs to make recommendations to the Personnel Director and the Local 1180 Education Fund concerning establishment of new training and skills upgrading programs and courses to enhance employees' opportunities for career advancement, if warranted;
>
> b. The Committee shall issue its preliminary report by December 31, 1988 and shall determine a date for the issuance of the final report. The dates for the issuance of the preliminary and final reports may be extended by mutual

(continued...)

At the time that the instant petition was filed in July of 1988, the committee had not as yet been established. Thereafter, despite the terms of the Agreement, the preliminary report has not been issued, and it is unclear how far the committee has progressed toward fulfilling its purpose.

On March 22, 1988, the Union received notice from the City Personnel Director of the Department of Personnel that, effective March 16, 1988, the job specifications for the Principal Administrative Associate title had been revised. The revision specifically removes budgeting and personnel management responsibilities from the PAA job specification.

POSITIONS OF THE PARTIES

Union's Position

The Union's position in this case rests upon three basic complaints: First, the Union contends that the City had assumed a specific duty to bargain when it agreed to establish a joint labor-management study committee on promotional opportunities. By then unilaterally revising the PAA job description, the City

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(...continued)
agreement of the parties;

c. The term of this Section 10 shall be from the effective date of this Agreement until the work of the Joint Labor Management Committee is completed.

assertedly violated various provisions of the NYCCBL because it acted in derogation of its bargaining agreement. Second, the Union contends that as a result of the revision, more than 1,000 upper level PAA positions eventually will be moved into a class of managerial employees unrepresented by Local 1180, thereby undermining the organizational and representational rights of the remaining unit employees. Third, the Union contends that the revision will have a practical impact on employees because it will decrease their promotional opportunities.

The Union's first argument concerns the City's alleged violation of Section 12-306a.(4) of the NYCCBL (refusal to bargain), by its failure or refusal to negotiate over the revision of the PAA job specifications. The Union points out that the Agreement provides for the establishment of a joint labor-management committee in order to study ways of increasing promotional opportunities for women and minorities. It argues that even if the City were correct in its contention that it has a general managerial right to revise job specifications, the City waived its right in this case because it agreed to establish the joint committee to review the job specifications in dispute. Therefore, according to the Union, no further modification should have taken place without prior negotiation.

The Union maintains that its position previously has been upheld by this Board. It cites Decision No. B-20-86 in support

of its claim that once the City agrees to a proposal, it cannot act in violation of the agreement unilaterally and without notice. According to the Union, the collective bargaining agreement has effectively limited management's right to unilaterally revise the PAA job description.

The Union goes on to assert that the City also violated Section 12-306c.(5) of the NYCCBL (good faith bargaining) by changing the job specifications without first bargaining over the revision. It again points to the agreement to empanel the joint committee for promotional opportunities, and it contends that the City acted to undermine rather than implement this provision, because the new job specifications will have the effect of decreasing rather than increasing promotional opportunities. According to the Union, the City's unilateral action demonstrates that the City bargained in bad faith during the time that the Agreement was being negotiated.

The Union's second argument concerns an alleged transfer of work. It contends that the revised job specification will lead to the removal of "high level administrative functions related to accounts and budgeting, methods and organization, as well as personnel management [work]" from the bargaining unit, resulting in the transfer of these duties to non-bargaining unit personnel. The Union believes the removal of this work will result in the transfer of "more than 1000 upper level PAA positions into a

[non-Local 1180] managerial class," thereby reducing the size of the Local's bargaining unit. According to the Union, this reduction, in turn, will undermine the organizational and representational rights of the remaining Local 1180 employees.

The Union points to several New York State Public Employment Relations Board cases that assertedly support its position.[3] It notes that in Niagara Frontier, after the Transportation

[3] The Union mainly relies on Niagara Frontier Transportation Authority, 18 PERB ¶3083 (1985), and Connetquot Central School District of Islip, 20 PERB ¶4570 (1987).

Authority unilaterally transferred duties formerly performed by bargaining unit members to non-unit employees, the PERB held that:

> Even if no individual employees suffer a direct, immediate and specifically identifiable detriment to their terms and conditions of employment, their rights of organization and representation may be diminished if the scope of the negotiating unit is reduced.

Thus, according to the Union, even if the City has the managerial right to make unilateral revisions in job descriptions, it cannot exercise that right here because the effect would undermine the integrity of the bargaining unit.

The Union's final argument concerns the alleged practical impact that the revision of the job specification will have on unit members. In the Union's view, even if the City did not have a duty to bargain over its decision to revise the job specifications, it still had a duty to bargain over impact that the revision will have on bargaining unit members. The Union notes that the experiential requirements for higher-level positions include several of the responsibilities that have now been removed from the PAA title. Thus, it argues, there will be a practical impact because, by removing budget and personnel responsibilities, PAA's will have less opportunity to acquire the supervisory and analytical experience necessary to qualify for higher positions. The Union also contends that there will be fewer PAA III positions to which lower-level PAA's can be

promoted, and that PAA position has been "effectively downgraded" as a result.

City's Position

The City acknowledges that the PAA job specifications have been "restructured", but it states that this was undertaken due to a 1987 Department of Personnel review of the Staff Analyst series and of the clerical series titles. According to the City, this review revealed that the lines of promotion needed to be revised and that inequities existed which needed to be addressed.

With respect to the specifics of the Union's charges, the City first argues that the improper practice petition fails to set forth sufficient factual allegations to support any of the alleged statutory violations.

The City does not deny that the collective bargaining agreement provides for the creation of a joint labor-management committee to study ways of increasing promotional activities for women and minorities in City employment. It points out, however, that the committee is only in the process of being established, and it notes that the Union has not yet even requested that the committee be set up. Furthermore, according to the City, the petition's "paucity of facts neglects to demonstrate the nexus"

between the revisions of the PAA job specifications and the purpose of the committee, which was intended to study ways of increasing promotional opportunities for women and minorities. Thus, the City contends, the Union's speculation as to the possibility of some "nebulous future violation" of the committee's work is a "strain on one's sense of reason."

The City further argues that it has the managerial right, under section 12-307(b) of the NYCCBL,[4] to revise job classifications, and it points out that previous Board decisions have consistently upheld its statutory management right to create new titles, to establish job specifications for new titles, and to assign personnel, including assignments of personnel to higher titles.

The City acknowledges that its managerial rights are not unfettered, and that they are limited, in certain instances, by considerations of the practical impact that the exercise of its prerogatives may have on employees. It contends that in this case, however, the Union provides nothing more than conclusory

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[4] NYCCBL §12-307b. provides, in pertinent part, as follows:

> It is the right of the city [to] ... direct its employees; ... determine the methods, means and personnel by which government oper-ations are to be conducted; determine the content of job classifications; ... and exer-cise complete control and discretion over its organization and the technology of performing its work.... (Emphasis added.)

allegations to substantiate its practical impact claim. The City argues that the mere fact that the redelineation of duties results in a decrease in responsibility does not, in and of itself, constitute a practical impact, and it concludes that there are no allegations contained in the petition that "even remotely fulfill the requirement for demonstrating practical impact."

Finally, with respect to the Union's allegation that it refused to implement a contractual provision, the City asserts that this Board cannot enforce the terms of the parties' collective bargaining agreement through its improper practice jurisdiction. Moreover, the City contends that this Board does not have jurisdiction to entertain any other allegations that the Union may be making which are outside of the scope of the NYCCBL, such as a discrimination complaint or an alleged violation of the New York City Human Rights Law.

DISCUSSION

The Union alleges that the unilateral revision of the Principal Administrative Associate job specifications by the City violates five sections of the NYCCBL in various ways. We will begin by analyzing the three main prongs of the Union's argument,

and then we will evaluate the remaining alleged statutory violations that the Union has cited.

As a preliminary matter, we find that the City has the right, unilaterally, to revise the PAA job specifications under its express statutory prerogative to "determine the content of job classifications."[5] We have previously held that §12-307b. permits the City unilaterally to "broadband" or combine several job classifications into one,[6] to redefine the duties of a job title,[7] or to change an existing job specification.[8]

In this case, however, the Union argues that the City's management right to revise the PAA job specifications is circumscribed in three respects: 1) the City's management right is restricted by the parties' collective bargaining agreement; 2) the City cannot use its management right to undermine the Union, as it is allegedly doing here; and 3) the City's exercise of its management rights allegedly has resulted in a practical impact upon bargaining unit members. We shall consider each of these allegations in turn.

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[5] Section 12-307b. of the NYCCBL (the statutory management rights clause).

[6] Decision No. B-14-83.

[7] Decision No. B-37-82.

[8] Decision No. B-70-88.

Implementation of the Agreement

Section 12-306c. of the NYCCBL defines the elements of the parties' duty to bargain in good faith. Section 12-306c.(5) includes the obligation to "take such steps as are necessary to implement the agreement." The gravamen of the Union's improper practice charge concerning the City's alleged non-implementation of a contract provision is based upon Section 10 of the Agreement, which requires the parties to establish a joint labor-management committee "to study ways of increasing the recruitment and promotional opportunities" of women and minority employees. The section lists some "areas to be explored" by the committee, including a "review of existing 'dead-end' titles or titles with limited promotional opportunities to make recommendations to the Personnel Director regarding the need for promotional opportunities and/or the establishment of new titles or levels if necessary." In addition, the committee is obligated to issue a "preliminary report" by December 31, 1988, and a final report at a subsequent date.

The Union argues that the City's unilateral revision of the PAA job specifications before the joint labor-management committee on promotional opportunities ever met constitutes a refusal to implement Section 10. Significantly, however, the Union does not assert that the City ever refused to meet with or

otherwise participate on the committee. In the absence of such an allegation, the Union offers no basis for us to find that the City violated its obligation to implement the terms of an agreement, or that the City bargained in bad faith during the time that the Agreement was being negotiated.

Moreover, although the Union cites Decision No. B-20-86, a case that it initiated, to support its current claim that the City cannot act in violation of an agreement that has been reached with the Union, the improper practice allegation in the earlier case was substantially different. Decision No. B-20-86 stemmed from a grievance settlement offer that the Union had relied upon to its detriment. The City made a motion to dismiss the resulting improper practice charge which we refused to grant, holding that:

> In the context of the grievance procedure, of course, it is not an improper practice if the employer fails to respond to a grievance or takes such action as will limit its liability in the pending matter. The Union's recourse in such an instance is to advance its claim to the next step of the grievance procedure. Under the circumstances presented here, however, the parties had voluntarily suspended the grievance procedure in order to negotiate a settlement. At the time of the City's unilateral action, the Union was awaiting a response to its last statement of position in the settlement talks. Under such circumstances, we cannot find that a union acts at its peril if it relies on the employer's representation and forgoes for an indefinite period of time the contractual remedy of proceeding to the next grievance step.

It is also noteworthy that, although the decision found that Local 1180 had established a prima facie case, it went on to reject the Union's allegation that the City's conduct represented a repudiation of the collective bargaining agreement, an allegation similar to the argument being made by Local 1180 in this case.

Finally, we note that the plain language of Section 10 does not appear to restrict management's unilateral right to revise the PAA job specifications. It merely requires that both parties establish a committee to "study" avenues of opening up recruitment and promotional opportunities for women and minority employees, and that the committee issue a report. At most, therefore, the only specific connection between Section 10 and PAA job specifications is a requirement that the joint labor-management committee "review" certain job titles.

We further note that, even if, arguendo, Section 10 does restrict the City's unilateral right to revise the PAA job specifications, we still would not have the authority to enforce that restriction in an improper practice proceeding. Such a contention may state a contractual and, arguably, an arbitrable issue, but, as such, it may not be rectified by this Board in the exercise of our jurisdiction over improper practices. Section

205.5(d) of the Taylor Law[9] precludes us from exercising jurisdiction over a claimed contractual violation that does not otherwise constitute an improper practice.[10]

Undermining Organizational Rights

In its pleadings, the Union contends that the revised job specifications will take away unit work, which, in turn, will lead to the ultimate removal of "more than 1000 upper level PAA positions" from the bargaining unit. Ultimately, according to the Union, the size of the Local 1180 bargaining unit will be diminished.

The fact that an otherwise proper and legal action of the employer may incidentally have a detrimental effect upon the Union does not necessarily mean that the action constitutes an improper practice. Only where it could also be shown that the action was taken by management with intent to do the Union harm

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[9] Section 205.5(d) of the Taylor Law, which is applicable to this agency, provides, in pertinent part, as follows:

> . . . the board shall not have authority to enforce an agreement between an employer and an employee organization and shall not exercise jurisdiction over an alleged violation of such an agreement that would not otherwise constitute an improper employer or employee organization practice.

[10] Decision Nos. B-46-88; B-35-88; B-55-87; B-37-87; B-29-87; and B-6-87.

would it be found that the element of improper motivation essential to a finding of improper practice had been established. Thus, even if the Union's projections are assumed to be sound, in order to establish improper motivation, the Union must also show that the City knew that its revision of the job specifications would adversely affect PAAs' representational rights, and it must also show that the negative impact was a motivating factor behind the City's decision to make the revisions.[11] These allegations of improper motive must be based upon statements of probative facts rather than upon recitals of conjecture, speculation and surmise.[12] Inasmuch as the Union has not alleged, let alone proven, that the City intended to deprive unit members of any of the rights guaranteed to public employees by Section 12-305 of the NYCCBL, there is insufficient support for the Union's claim that the City has undermined its organizational rights.

We now turn to the PERB decisions that the Union cites in support of its contention that the City cannot exercise its managerial rights in a way that would undermine the Union's representational rights. At the outset, we find that these cases are not controlling because of a basic difference between the Taylor Law, which does not contain a management rights clause,

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[11] Decision Nos. B-8-89; B-7-89; B-2-86; B-3-84 and B-43-82.

[12] Decision No. B-55-87.

and the NYCCBL, which does.[13] Moreover, the PERB decisions are distinguishable on other grounds.

The Union maintains that Niagara Frontier Transportation Authority[14] and Connetquot Central School District of Islip[15] support the proposition that a transfer of unit work outside the bargaining unit is tantamount to a refusal to bargain. Both Niagara and Connetquot, however, require that two conditions must be met before they can apply: 1) The work must have been exclusively performed by bargaining unit members; and 2) The tasks assigned must be substantially similar to those performed by bargaining unit members. There is no proof that either condition was met in this case. Moreover, in a case such as this, where supervisory work is involved, the PERB has held that "some weight must be accorded the public employer's right to alter or redeploy its supervisory responsibilities, at least to the extent of not considering the unit position's supervisory duties in isolation from the supervisory system established by the employer."[16]

[13] See Decision No. B-70-88, where we said that the existence of the management rights provisions of NYCCBL §12-307b. is "the critical distinguishing factor that renders the PERB rulings inapposite to a case arising under the New York City Collective Bargaining Law."

[14] 18 PERB ¶3083 (1985).

[15] 20 PERB ¶4570 (1987).

[16] Hyde Park Central School District, 21 PERB ¶3011 (1988).

The other PERB cases cited by the Union[17] are also distinguishable. The dispositive common element in each of these cases is the fact that each involved a situation in which a public employer abolished bargaining unit positions and created substantially similar positions in their stead outside the bargaining unit. In contrast, in the instant case, the Union has not shown that positions substantially similar to those of Principal Administrative Associates have been created outside the bargaining unit while the PAA position itself was abolished, or that the number of persons in the PAA title was reduced.

In its initial improper practice petition, filed in July of 1988, the Union asserted that the revision in the PAA job specifications "removes more than 1000 upper level PAA positions into a managerial class--a class unrepresented by the CWA." In its reply, filed more than six months later, the Union still did not come forward with any factual support for its allegation that 1,000 positions would be removed from the unit, although by then there should have been some evidence of an erosion of positions if, in fact, this circumstance occurred. Thus, beyond mere speculation, there is no basis for us to find that the bargaining unit for which Local 1180 has been certified as the collective

[17] North Shore Central School District, 10 PERB ¶4550 (1977); Northport Union Free School District, 9 PERB ¶3003 (1976); East Ramapo Central School District, 10 PERB ¶3064 (1977); and Avoca Central School District, 15 PERB ¶3128 (1982).

bargaining representative has been changed, reduced or undermined in any manner.

Practical Impact

The Union claims that the revision of the PAA job specifications has a practical impact due to the loss of promotional opportunities. A practical impact claim must be based upon the last sentence of Section 12-307b. of the NYCCBL, which reads as follows:

> Decisions of the city . . . on those matters (managerial rights) 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 employees, such as questions of workload or manning, are within the scope of collective bargaining.

We have held repeatedly that there can be no duty to bargain -- and therefore no violation of NYCCBL Section 12-306a.(4) by way of refusal to bargain -- arising out of a claim of practical impact until this Board has first made a determination in a proper proceeding that a practical impact exists in a given case as a result of the exercise of a management prerogative pursuant

to Section 12-307b..[18] No such finding has been made herein since no proceeding seeking a finding of practical impact has been brought by the Union.

We further note that, even if we were to consider the Union's claim in the context of a scope of bargaining proceeding, the existence of a practical impact essentially is a factual matter that cannot be determined when insufficient facts are provided by the Union.[19] In this case, the Union has failed to meet its burden of establishing such facts.

The Union asserts that the revision in the PAA job specifications "decreases the promotional opportunities for women and minorities in PAA positions by removing the number of upper level PAA positions into which PAA I's and II's can advance", and that it limited "the scope of experience and training PAA III's receive in PAA III jobs which should pave the way for higher level positions in the managerial class." Yet, the Union did not compare the number of employees who had been promoted to PAA III positions before the job specifications were revised with the number of post-revision promotions. It also asserts that the revision will remove more than 1,000 upper level positions from the bargaining unit. However, as we have already pointed out,

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[18] Decision Nos. B-46-88; B-37-82; B-41-80; B-33-80; B-8-80; B-5-80; and B-9-68.

[19] Decision Nos. B-37-82; B-27-80 and B-16-74.

the Union has not produced any factual support for these allegations. Further, the Union has not made clear whether it fears the actual loss of unit positions, or whether it is more concerned with the anticipated loss of unit work that may be the equivalent of these positions. In addition, it does not take into account the possibility that any removed work may be offset with substitute work. The Union's only response is its statement that:

> [T]he removal of budget and personnel management responsibilities from PAAs effectively limits their promotional opportunities: the experience requirements for higher level positions includes experience carrying out the very responsibilities removed from the PAA title (and) since PAA III positions are being phased out as their responsibilities are transferred to managerial, non-unit employees, there will be fewer positions to which lower level PAA's can be promoted. Therefore the PAAs' positions have been effectively downgraded....

On this basis, even if we were to construe the Union's charge in the context of a scope of bargaining proceeding, we could not find that a practical impact resulted from the City's revision of the PAA job specifications. Accordingly, we shall dismiss the Union's claim of practical impact, without prejudice to the filing of a scope of bargaining petition containing sufficient factual allegations of an impact on promotional opportunities to warrant our further consideration of such a claim.

Other Alleged Statutory Violations

Section 12-306a.(1) of the NYCCBL forbids an employer "to interfere with, restrain or coerce public employees in the exercise of their rights granted in [Section 12-305]." Any prohibited interference by an employer with the rights of employees to organize, to form, join or assist a public employee labor organization, to bargain collectively, or to refrain from any of these activities would constitute a violation of this section. Thus, §12-306a.(1) provides a broad prohibition on employer interference that is derivatively violated whenever an employer commits any of the other improper practices found in Sections 12-306a.(2), (3), or (4) of the law.

Although Section 12-306a.(1) may be independently violated by such improper employer conduct as threatening employees for their union activity, for example, there has been no demonstration in this case that the City interfered with the exercise of any rights of employees or of their organization granted in Section 12-305. We will, therefore, consider the Union's claims raised in the petition as alleged violations of other more specific sections of the statute, rather than as separate violations of §12-306a.(1).

Section 12-306a.(2) of the NYCCBL makes it unlawful for a public employer to "dominate or interfere with the formation or

administration of any public employee organization." A labor organization may be considered "dominated" within the meaning of this section if the employer has interfered with its formation or has assisted and supported its operation and activities to such an extent that it must be looked at as the employer's creation instead of the true bargaining representative of the employees. Interference that is less than complete domination is found where an employer tries to help a union that it favors by various kinds of conduct, such as giving the favored union improper privileges, or recognizing a favored union when another union has raised a real representation claim concerning the employees involved. In this case there is nothing that would lead us to believe that the revision of the PAA job specifications was intended to, or that it did, interfere with, let alone dominate, the internal functions of Local 1180. We find, therefore, that the revision does not violate §12-306a.(2), and we will dismiss the petition's alleged violation of this section.

Similarly, we will dismiss the charge that NYCCBL Section 12-306a.(3) was violated. In general, §12-306a.(3) makes it an improper practice for an employer to discriminate in employment because of an employee's union activity within the protection of the collective bargaining law. In this case, the Union has not alleged that management took any action which discriminates in any way so as to discourage participation of employees in the

affairs of Local 1180. We note further that a demonstration of anti-union animus is an essential component of a §12-306a.(3) charge,[20] yet, the petition does not allege that discrimination for union activity was a motivating factor in the City's decision to revise the PAA job specifications.

In conclusion, based upon all of the above, we reaffirm that City has the right unilaterally to revise the job specifications for the Principal Administrative Associate title. We further find that the petitioner has failed to establish that the City harbored anti-union animus when it made the revision, that it acted in bad faith, or that a practical impact resulted from it. We are not empowered, however, to address the issue of whether the petitioner may or may not have any rights under any law regarding allegations of discrimination against women and minorities. We find, therefore, that the instant petition fails to establish an improper practice and, accordingly, we dismiss it without prejudice to the petitioner's recourse to any other remedy it may have.

ORDER

Pursuant to the powers vested in the Board of Collective

[20] See Decision Nos. B-1-89; B-46-88 and B-51-87.

Bargaining by the New York City Collective Bargaining Law, it is hereby

ORDERED, that the improper practice petition filed by Communications Workers of America, Local 1180, be, and the same hereby is, dismissed.

Dated: New York, New York
September 13, 1989

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