Garces, 9 OCB2d 23 (BCB 2016)

(IP) (Docket No. BCB-4114-15)

Summary of Decision*:** Petitioner argued that NYCHA violated NYCCBL § 12-306(a)(1) and (3) by removing job duties and transferring him in retaliation for filing an out-of-title grievance. NYCHA argued that Petitioner did not suffer an adverse employment action and that it had legitimate business reasons for the transfer. The Board found that the removal of the job duties was not an adverse employment action. The Board further found that Petitioner failed to establish a *prima facie* case of retaliation regarding his transfer. Accordingly, the Board dismissed the improper practice petition. ***(Official decision follows.)

OFFICE OF COLLECTIVE BARGAINING
BOARD OF COLLECTIVE BARGAINING

In the Matter of the Improper Practice Petition

-between-

JUAN PABLO GARCES,

Petitioner,

-and-

THE NEW YORK CITY HOUSING AUTHORITY,

Respondent.

DECISION AND ORDER

On June 18, 2015, Juan Pablo Garces ("Petitioner") filed an improper practice petition against the New York City Housing Authority ("NYCHA"). Petitioner argues that NYCHA violated § 12-306(a)(1) and (3) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) ("NYCCBL") by removing job duties from him and transferring him in retaliation for filing an out-of-title grievance. NYCHA argues that Petitioner did not suffer an adverse employment action and that it had legitimate business reasons for the transfer. The Board finds that the removal of the job duties was not an adverse

employment action. The Board further finds that Petitioner failed to establish a *prima facie* case of retaliation regarding his transfer. Accordingly, the improper practice petition is dismissed.

BACKGROUND

The Trial Examiner held two days of hearings and found that the totality of the record established the following relevant facts. Petitioner was employed by NYCHA since 1990. From August 1996 until his retirement on September 30, 2015, he held the civil service title of Construction Project Manager ("CPM"), Level II, in the Manhattan Program Unit of NYCHA's Capital Projects Division.[1] CPM duties include inspecting buildings and monitoring construction sites in the field. In 2006, due to health concerns, Petitioner requested and received a reasonable accommodation. The specifics of Petitioner's 2006 reasonable accommodation are not in the record but the parties agree that it encompassed Petitioner working in an office and not at a construction site. Petitioner was assigned to the Central Office in Lower Manhattan where he closed out contracts, which involves reviewing a comprehensive checklist and ensuring that all necessary documentation had been submitted.

Victor Brenner, the Deputy Program Director ("Deputy Program Director") for the Manhattan Program Unit, and Adam Eagle, the Deputy Director for Administration ("Deputy Director for Administration"), testified that in the winter of 2014 the in-house position of Program Specialist ("PS") in the Manhattan Program Unit was eliminated because of a lack of work.[2] It is undisputed that after the employee who had occupied the PS position was

[1] Petitioner was a member of District Council 37, Local 375 ("Union") and served as a Union delegate for 20 years.

[2] NYCHA's Organizational Charts, which are updated monthly, show that the PS position no longer existed in the Manhattan Program Unit as of December 10, 2014.

transferred, Petitioner ceased closing out contracts and, from late winter 2014 through to the end of March 2015, performed some of the duties of the PS position. Petitioner disputes that the PS position was eliminated and produced a witness who testified that in May 2016, over a year after Petitioner ceased performing the PS duties, a new PS was assigned to the unit. The Deputy Director for Administration testified that, while an employee in the Manhattan Program Unit is currently performing the remaining PS duties, that employee is not in a PS position.

The parties disagree as to the extent to which Petitioner assumed the PS duties in 2014-2015. Petitioner testified that at an October 2014 staff meeting, the Deputy Program Director stated that Petitioner would be the new PS and would take over the duties of the PS position. Two witnesses corroborated Petitioner's testimony regarding the October 2014 staff meeting and further testified that, after that staff meeting, they began sending reports to Petitioner that they had previously sent to the PS. Petitioner also introduced a NYCHA form from January 2015 requesting additional computer equipment for Petitioner ("Hardware Form") in which he was listed as PS. While Petitioner characterized his assumption of the PS duties as a promotion to CPM, Level III, it is undisputed that his title and level did not change.[3] The Deputy Program Director denied that he ever stated that Petitioner would become a PS or assume all of the PS duties, and described Petitioner's PS duties more narrowly. It is undisputed that Petitioner's salary was not changed with the assumption of certain PS duties and that the Deputy Program Director refused Petitioner's request that his salary be raised to that of the former PS. According to the Deputy Program Director, Petitioner assumed only approximately 5% of the PS duties, which he characterized as data entry and clerical in nature. As an example, the Deputy Program

[3] The employee who last held the PS position was a CPM, Level III, and was paid $9,000 a year more than Petitioner. The Deputy Director for Administration testified that an employee in the in-house PS position was not required to hold the civil service title of CPM.

Director testified that whereas the former PS had created spreadsheets, Petitioner merely kept them updated.[4]

On March 19, 2015, the Union filed a grievance alleging that Petitioner was performing out-of-title work. As a remedy, the Union sought Petitioner's promotion "to his rightful title." (Pet., Ex E) NYCHA denied the grievance at Steps I and II and the Union filed a request for arbitration. The parties subsequently met at Step III and, after receiving and analyzing the Step III denial of the grievance, and meeting with Petitioner, the Union withdrew its request for arbitration after concluding that it was unlikely to succeed on the merits and because, even if successful, the most that could be recovered was approximately $139. *See Garces*, 9 OCB2d 5, at 2-3 (ES 2016), *affd., Garces*, 9 OCB2d 8 (BCB 2016).

The Deputy Program Director testified that, while Petitioner never refused to perform any work assigned to him, he understood that, by filing the out-of-title grievance, Petitioner indicated that he would no longer perform the PS duties that he considered to be out-of-title. It is undisputed that, as of March 27, 2015, Petitioner was no longer assigned the PS duties alleged to be out-of-title and was re-assigned to close out contracts, the same duties he had performed prior to being assigned the PS duties. The Deputy Program Director also testified that even if Petitioner had not filed an out-of-title grievance, due to the decreasing amount of work for the PS position, the PS duties that Petitioner was performing would have been removed from Petitioner.

On April 14, 2015, NYCHA's Vice-President for Capital Projects emailed the Deputy Program Director and other managers instructing them to provide personnel to close some of NYCHA's field offices. These field offices were in apartments, and NYCHA sought to close

[4] The Deputy Program Director testified that Petitioner had requested a promotion when he first began to report to him in late 2014, that they discussed the possibility of a field assignment, and that Petitioner stated that his health would not allow him to work as an inspector in the field but that he could work in the field as a supervisor if promoted.

them in order to return the apartments to the public housing stock. One of these field offices was located in the UPACA Senior Development ("UPACA") in upper Manhattan. The employees assigned to close the field offices would "purge the contract files, removing unnecessary documents" and determine whether the remaining files needed to be "submitted . . . for archiving with the original [contract] closeout folders" or merged with active contract folders. (NYCHA, Ex. 3)

On May 6, 2015, Petitioner emailed the Deputy Program Director that the work he was assigned to perform at the Central Office was "100% done" and that the manager he reported to had no more contracts for him to close out. (Pet., Ex. F) The Deputy Program Director testified that, due to the lack of work for Petitioner at the Central Office and Petitioner's experience in closing out contracts, he decided to assign Petitioner to UPACA to facilitate its closing. On May 7, 2015, the Deputy Program Director instructed Petitioner to report to UPACA.[5] The Deputy Program Director and the Deputy Director for Administration both testified that Petitioner was assigned to UPACA to review records stored there regarding past contracts that had been closed out to determine which needed to be archived and which could be destroyed. The Deputy Director for Administration testified that there were ten five-drawer cabinets of files for Petitioner to review. The Deputy Director for Administration testified that at least one employee was assigned to each field office to be closed and that these employees were assigned the identical duties as Petitioner was assigned to perform at UPACA. The Deputy Director for Administration's testimony was corroborated by an email from the Director of Construction that identified three other employees assigned to closing the field offices.

[5] The Deputy Program Director also informed Petitioner that he considered the UPACA assignment to be a "desk job" and "not a physical job" or a field assignment and instructed Petitioner to submit "a new reasonable accommodation request form." (Pet., Exs. G, P)

On May 7, 2015, Petitioner contacted NYCHA's Human Resources Department complaining that the transfer to UPACA would "be very unhealthy . . . due to the condition of the field offices." (Pet., Ex. G) Petitioner testified that UPACA was dusty and unsanitary. The Deputy Director for Administration, who as part of his duties visits the field offices once every six months, disputed Petitioner's characterization of the field offices. Petitioner further asserted that the UPACA assignment could not be considered a desk job as some files at UPACA were stored in boxes weighing 25 to 30 pounds, which Petitioner described as "much more than [he is] allowed to pick up." (*Id.*) Petitioner stated that his transfer to UPACA was "a continuation of retaliation that has caused me unwarranted stress and duress." (*Id.*) Petitioner did not specify the basis of the alleged continued retaliation. Petitioner testified that his transfer was unnecessary as he could have continued to close out contracts from the Central Office. Petitioner further testified that he could not close out contracts from UPACA and thus had no work to do there. The Deputy Program Director and the Deputy Director for Administration both testified that Petitioner was not assigned to UPACA to close out contracts and that there was work for him to perform at UPACA, specifically to review records to place in the archives or active files.

On May 8, 2015, the Deputy Director for Administration informed Petitioner and the Deputy Program Director to hold off on the transfer. On May 18, 2015, the Deputy Program Director instructed Petitioner to report to UPACA to "facilitate [the] close out of UPACA" by "archiving the original close out folders or merging the active contract documents or folders."[6] (NYCHA, Ex. 4) Petitioner reported to UPACA on May 26, 2015. On May 27, 2015, Petitioner emailed the Director of Construction seeking to discuss his transfer to UPACA. The Director of

[6] The Deputy Program Director informed Petitioner that his "essential job function continues to be sedentary in nature and still falls within the span of your reasonable accommodation." (NYCHA, Ex. 4)

Construction responded that "[a]s we discussed, you are to report to [UPACA] going forward. This is a desk job assignment until further notice . . . you are officially posted as part of the project close out team at UPACA."[7] (*Id.*)

Petitioner submitted to NYCHA notes from his doctor stating that he was under medical care for his "reaction to environment toxins." (Pet, Exs. J, K; NYCHA, Ex. 13) These doctor's notes do not mention Petitioner's duties or UPACA. Petitioner also complained to the Union about the conditions at UPACA. On June 3, 2015, the Union President sent NYCHA's Director of Office of Safety and Security a letter regarding "the unacceptable safety and health conditions at [UPACA]." (Pet., Ex. I) In response to the Union's letter, NYCHA's Office of Safety and Security inspected UPACA and, on June 12, 2015, determined "that all issues cited have been addressed or were not evident during [its] inspection."[8] (NYCHA, Ex. 11) A Construction Field Supervisor who worked out of UPACA corroborated that UPACA had been dirty but also testified that after Petitioner complained to the Union, NYCHA assigned personnel to clean and maintain UPACA on a daily basis.

On June 18, 2015, Petitioner filed the instant improper practice petition. On June 24, 2015, Petitioner emailed the Director of Construction once again complaining about the work environment at UPACA and also complaining about the increase in his commuting time. Petitioner requested to return to the Central Office as a reasonable accommodation. In response, the Deputy Director for Administration emailed the Director of Construction that he had reviewed Petitioner's "responsibilities and the limitations in his doctor's note" and did not "see

[7] On June 2, 2015, Petitioner contacted NYCHA's Department of Equal Opportunity ("DEO") about allegations of retaliation by the Deputy Program Director, the status of his reasonable accommodation requests, and the status of his out-of-title grievance. DEO informed Petitioner "that the request for updated medical notes by [the Deputy Program Director] is a separate issue that is totally unrelated to the [U]nion grievance you filed." (Pet., Ex. T)

[8] Pictures submitted by both parties did not show unsanitary conditions at UPACA.

any reason to change [Petitioner's] work location at [that] time, especially since he [was] needed to perform specific duties at UPACA" and because there was no work for him at the Central Office. (NYCHA, Ex. 8) The Deputy Director for Administration noted that the "Office of Safety and Security evaluated UPACA and deemed it clean and safe." (*Id.*) The Deputy Director for Administration further noted that Petitioner's medical documentation did not indicate a connection between Petitioner's medical condition and the conditions that he complained about at UPACA. On June 25, 2015, the Deputy Program Director emailed Petitioner that the Director of Construction had notified him that Petitioner was to remain at UPACA. At the end of June, Petitioner filed for retirement, to be effective September 30, 2015.

On July 21, 2015, the Union requested that Petitioner be transferred to the Central Office as a reasonable accommodation. The Union claimed that Petitioner had no work at UPACA and that "[i]t appears that he has been targeted for some form of retaliation, reasons unknown." (Pet., Ex. M) On July 25, 2015, the Director of Construction responded to the Union that NYCHA had investigated the complaints about the environment at UPACA and "concluded that the claim had no merit." (Pet., Ex. N) The Director of Construction stated that her office would "assess future office work for [Petitioner] consistent with his CPM title in anticipation of the conclusion of his [work at UPACA]."[9] (*Id.*) On September 2, 2015, Petitioner was re-assigned to the Central Office. The Deputy Program Director and the Deputy Director for Administration testified that Petitioner was returned to the Central Office because he completed his assignment at UPACA. On September 30, Petitioner retired.

[9] Petitioner filed a complaint with the United States Equal Employment Opportunity Commission regarding his reasonable accommodation request, which was dismissed, and has a suit pending in federal court. The record does not reflect the basis for that action.

POSITIONS OF THE PARTIES

Petitioner's Position

Petitioner argues that NYCHA retaliated against him in violation of NYCCBL § 12-306(a)(1) and (3).[10] According to Petitioner, he has established retaliation by the close temporal proximity between his union activity of filing an out-of-title grievance and the retaliatory acts of removing the PS duties and transferring him to UPACA plus other circumstantial evidence, such as the context of the employment action and pretextual rationales for the adverse actions.

Petitioner argues that the immediate removal of his PS duties after he filed the out-of-title grievance constitutes retaliation, regardless of whether he officially held the PS title. Petitioner further argues that the retaliatory nature of his transfer to UPACA is shown by NYCHA's complete rejection of his request for a reasonable accommodation to remain at the Central Office in lower Manhattan and instead assigning him to an unsanitary environment in upper Manhattan where there was no real work for him to perform.

Petitioner argues that NYCHA's witnesses were not credible as they tried to deny that Petitioner was in the PS position even though several supervisors and coworkers acknowledged

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[10] NYCCBL § 12-306(a)(1) and (3) provide, in pertinent part, that:

> It shall be an improper practice for a public employer or its agents:
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> (1) to interfere with, restrain or coerce public employees in the exercise of their rights granted in [§] 12-305 of this chapter;
>
> * * *
>
> (3) to discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in the activities of, any public employee organization.

NYCCBL § 12-305 provides, in pertinent part, that: "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."

him as the PS, documents created by supervisors recognized him as such, and the Deputy Program Director introduced him as such at a staff meeting. According to Petitioner, NYCHA's witnesses also tried to represent that NYCHA eliminated the PS position notwithstanding witness testimony that a PS was assigned to the Manhattan Program Unit after Petitioner retired. Petitioner argues that the Deputy Program Director asserted in an "incomprehensible fashion" that Petitioner did no meaningful work as a PS despite there being no records at all documenting any performance issues with Petitioner. (Pet. Brief at 7) Further, according to Petitioner, NYCHA tried to "cover up" the unsanitary conditions at UPACA. (*Id.*)

Petitioner argues that, given all of the above, a finding of a NYCCBL violation motivated by anti-union animus is warranted. Petitioner requests relief, including, but not limited to, an award of backpay for the work he performed as a PS before his removal.

NYCHA's Position

NYCHA argues that Petitioner cannot establish a *prima facie* case of retaliation in violation of NYCCBL § 12-306(a)(1) and (3). NYCHA argues that Petitioner has not suffered an adverse employment action and did not present testimony demonstrating that NYCHA retaliated against him for his union activities. Thus, NYCHA argues, Petitioner's claim should fail at the outset, having offered nothing more than conjecture in support of alleged discriminatory action.

NYCHA argues that Petitioner was not demoted because, as shown by his personnel records, he was never promoted. It notes that its organizational charts establish that the PS position did not exist at the time Petitioner alleges that he was promoted to it. According to NYCHA, Petitioner was assigned only a small percentage of the PS duties. Petitioner acknowledged that his title and salary did not change when he assumed the PS duties. NYCHA

argues that the Hardware Form is not a Human Resources document and carries no weight as to identifying an employee's title. Thus, NYCHA argues, it could not retaliate against Petitioner by rescinding a promotion that he never received.

Regarding his transfer to UPACA, NYCHA argues that Petitioner has presented no evidence of retaliation. NYCHA further argues that it has demonstrated legitimate business reasons for its actions. Petitioner himself notified the Deputy Program Director that he had no work to perform at the Central Office. NYCHA asserts that the Deputy Program Director was instructed to provide personnel to close down UPACA and that Petitioner had the requisite skill set. Thus, NYCHA argues, the diminished workload and changing needs of NYCHA would have necessarily resulted in Petitioner's transfer irrespective of his union activity.

DISCUSSION

Petitioner claims that NYCHA violated NYCCBL § 12-306(a)(1) and (3) by removing his PS duties and transferring him in retaliation for filing an out-of-title grievance. The Board finds that the removal of the PS duties was not an adverse employment action. Further, Petitioner did not establish a *prima facie* case of retaliation regarding his transfer.

To establish a *prima facie* case of retaliation in violation of NYCCBL § 12-306(a)(1) and (3), the Board, in *Bowman*, 39 OCB 51 (BCB 1987), adopted the test enunciated in *City of Salamanca*, 18 PERB ¶ 3012 (1985), requiring that petitioner demonstrate that:

1. The employer's agent responsible for the alleged discriminatory action had knowledge of the employee's union activity[; and]

2. The employee's union activity was a motivating factor in the employer's decision.

Bowman, 39 OCB 51, at 18-19; *see also CSTG, L. 375*, 7 OCB2d 16, at 19 (BCB 2014), *affd., Matter of Donas v. City of New York & NYC Off. of Collective Bargaining*, Index No. 101265/14 (Sup. Ct. N.Y. Co. Oct. 23, 2015) (Wooten, J.).

The first prong of the *prima facie* case is satisfied where "the employer is shown to have knowledge of the protected union activity." *CSTG, L. 375*, 7 OCB2d 16, at 20 (citing *Local 376, DC 37*, 4 OCB2d 58, at 11 (BCB 2011); *Local 376, DC 37*, 73 OCB 15, at 13 (BCB 2004)). Here, it is undisputed that Petitioner has satisfied the first prong of the *prima facie* case. Petitioner filed his out-of-title grievance in March 2015 and it was processed through Step III of the grievance process.

Proof of the second prong, "absent an 'outright admission of any wrongful motive, . . . must necessarily be circumstantial.'" *CSTG, L. 375*, 7 OCB2d 16, at 20 (quoting *CWA, L. 1180*, 77 OCB 20, at 15 (BCB 2006)) (other citations omitted). However, a "petitioner must offer more than speculative or conclusory allegations." *Local 1180, CWA*, 8 OCB2d 36, at 18 (BCB 2015) (quoting *SBA*, 75 OCB 22, at 22 (BCB 2005)). "Although proximity in time, without more, is insufficient to support an inference of improper motivation, timing may also be considered together with other relevant evidence." *SSEU, L. 371*, 75 OCB 31, at 13 (BCB 2005), *affd., In re Soc. Serv. Empl. Union, Local 371 v. NYC Bd. of Collective Bargaining*, Index No. 116054/05 (Sup. Ct. N.Y. Co. May 30, 2006) (Stallman, J.), *affd.*, 47 A.D.3d 417 (1st Dept. 2008); *see also CSTG, L. 375*, 7 OCB2d 16, at 20.

Further, "petitioner must establish [an] adverse consequence to prove a NYCCBL § 12-306(a)(3) claim." *CSTG, L. 375*, 3 OCB2d 14, at 16 (BCB 2010); *see also Andreani*, 2 OCB2d 40, at 28 (2009) ("crucial determination in [NYCCBL § 12-306(a)(3)] claims [is] whether a petitioner has alleged an adverse employment action taken by an employer."); *Moriates*, 1

OCB2d 34, at 13 (BCB 2008), *affd., Matter of Moriates v. NYC Off. Of Collective Bargaining*, Index No. 114094/08 (Sup. Ct. N.Y. Co. Mar. 15, 2010) (Sherwood, J.) (NYCCBL § 12-306(a)(3) violation requires an adverse employment action). If a *prima facie* case of retaliation is established, "the employer may attempt to rebut petitioner's showing on one or both elements, or may attempt to rebut this showing by demonstrating that legitimate business reasons would have caused the employer to take the action complained of even in the absence of protected conduct." *CSTG, L. 375*, 7 OCB2d 16, at 20 (citations and quotation marks omitted); *see also SSEU, L. 371*, 77 OCB 35, at 18 (BCB 2006).

Petitioner has alleged two acts of retaliation: the removal of PS duties and his May 2015 transfer to UPACA. Regarding the first, we find that the removal of the PS duties that Petitioner alleged to be out-of-title does not constitute an adverse employment action. *See Local 1181, CWA*, 3 OCB2d 23, at 18 (BCB 2010) (changing an employee's duties, without discipline or other negative consequence, is not sufficient to constitute a retaliatory action) (citing *Andreani*, 2 OCB2d 40, at 29). Here, Petitioner has not established any adverse consequences of the removal of his PS duties, therefore, no retaliation has been established. *See CSTG, L. 375*, 3 OCB2d 14, at 17. Moreover, the "diminution of responsibility and the reduction of duties [are] not acts of discrimination [when] they [are] acts taken to resolve [an] out-of-title grievance." *Cerra*, 27 OCB 27, at 8 (BCB 1981); *see also Local 1180, CWA*, 8 OCB2d 36, at 21 ("to remedy an out-of-title grievance does not constitute unlawful retaliation"); *Local 1757, DC 37*, 67 OCB 10, at 18 (BCB 2001) (actions taken to avoid grievances did not provide factual support of anti-union animus required to establish a claim of retaliation).

We also find that Petitioner has not established a *prima facie* case of retaliation in connection with his May 2015 transfer to UPACA. First, we find that there is no direct evidence

that Petitioner's union activity was a factor in NYCHA's decision to transfer him to UPACA. *See CSBA, L. 237*, 71 OCB 24, at 13 (BCB 2003) (filing a "grievance, by itself, is not a sufficient basis for a finding that an employer has acted with improper motive.") (citing *LBA*, 61 OCB2d 49 at 7 (BCB 1998)) Second, Petitioner's arguments that there is circumstantial evidence of union animus rest upon surmise and conjecture. Petitioner argues that the Board must infer anti-union animus from his testimony that he had no work at UPACA. However, the record does not support this conclusion. The decision to transfer Petitioner came immediately after Petitioner informed the Deputy Program Director that he had no work at the Central Office. Therefore, we find that there were no more contract close out assignments available for Petitioner in his existing position in Central Office, and that union animus was not the reason for his transfer. Further, Petitioner's contention that there was no work for him at UPACA is belied by the evidence. The April 14, 2015 email supports the testimony of the Deputy Program Director and the Deputy Director for Administration that closure of NYCHA's field offices required the review of records. Further, Petitioner does not dispute that this record review was the work he was assigned to perform at UPACA. Instead, he contends only that there was no contract close out work assigned to him at that location, a fact that does not demonstrate union animus.

Petitioner also argues that anti-union animus is shown by NYCHA's decision to transfer him to the allegedly unhealthy environment at UPACA and the rejection of his request to stay at the Central Office. However, we simply do not find these claims form a sufficient linkage between Petitioner's union activity and the transfer. There was no evidence indicating that the Deputy Program Director or anyone else at NYCHA believed that a transfer to UPACA would be detrimental to Petitioner's health. Moreover, Petitioner's witness testified that after Petitioner complained about the conditions at UPACA, NYCHA ensured that UPACA was cleaned and

maintained on a daily basis. Further, the report of the Office of Safety and Security corroborated the testimony of the Deputy Director for Administration that UPACA was not an unhealthy environment. Thus, we find that Petitioner has not established a *prima facie* case that his transfer was retaliatory.[11]

Accordingly, we dismiss the petition in its entirety.

[11] While not necessary to our holding herein, the evidence also establishes that NYCHA had legitimate business reasons for Petitioner's transfer. Petitioner's own email concedes that there was a lack of work for Petitioner at the Central Office and contemporaneous emails establish that the Deputy Program Director was instructed to provide personnel to close UPACA.

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 Juan Pablo Garces, docketed as BCB-4114-15, against the New York City Housing Authority hereby is dismissed in its entirety.

Dated: October 6, 2016
New York, New York

SUSAN J. PANEPENTO
CHAIR

ALAN R. VIANI
MEMBER

M. DAVID ZURNDORFER
MEMBER

CAROLE O'BLENES
MEMBER

GWYNNE A. WILCOX
MEMBER

PETER PEPPER
MEMBER