

DSA, 17 OCB2d 8 (BCB 2024)
(IP) (Docket No. BCB-4496-23)

Summary of Decision: The Union claimed that the City and DOF violated NYCCBL § 12-306(a)(1), (4), and (5) when DOF unilaterally implemented a new procedure for Deputy Sheriffs and Supervising Deputy Sheriffs to utilize annual leave. The City argues that the Union has failed to demonstrate a change that would trigger a duty to bargain under NYCCBL § 12-306(a)(4). Moreover, the City avers that the procedure for selecting annual leave fits within the City’s managerial right to determine the means and methods by which government operations are conducted. As a result, the City claims it has no duty under NYCCBL § 12-306(a)(4) to bargain over the alleged change. The Board found that procedures for requesting and use of annual leave is a mandatory subject of bargaining and that DOF violated the duty to bargain in good faith by unilaterally changing it. Accordingly, the petition is granted. (***Official decision follows.***)

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

In the Matter of the Improper Practice Proceeding

-between-

NEW YORK CITY DEPUTY SHERIFFS’ ASSOCIATION,

Petitioner,

-and-

**CITY OF NEW YORK and THE NEW YORK CITY
DEPARTMENT OF FINANCE,**

Respondents.

DECISION AND ORDER

On January 11, 2023, the New York City Deputy Sheriffs’ Association (“Union”) and Ingrid Simonovic filed a verified improper practice petition against the City of New York (“City”) and the New York City Department of Finance (“DOF”). The Union alleges that the City unilaterally implemented a change to the procedure by which employees in the titles of Deputy

Sheriff and Supervising Deputy Sheriff submit requests to utilize their annual leave, in violation of § 12-306(a)(1), (4), and (5) of the New York City Collective Bargaining Law (New York City Administrative Code, Title 12, Chapter 3) (“NYCCBL”). The Union claims that this unilateral change has had an adverse impact on vacation selections throughout the bargaining unit. The City argues that the Union has failed to demonstrate a change that would trigger a duty to bargain under NYCCBL § 12-306(a)(4) and to state facts showing that the change has affected vacation selection for bargaining unit members. Moreover, the City avers that the procedure for selecting annual leave fits within the City’s managerial right to determine the means and methods by which government operations are conducted. As a result, the City claims it has no duty under NYCCBL § 12-306(a)(4) to bargain over the alleged change. The Board finds that procedures for requesting and use of annual leave is a mandatory subject of bargaining and that the changes DOF made to this procedure constitute a unilateral change to a mandatory subject of bargaining. Accordingly, the petition is granted.

BACKGROUND

DOF is the agency responsible for administering the City’s tax and revenue laws. It includes the Office of the New York City Sheriff, which is responsible for serving and enforcing mandates and orders issued from local or state courts and the federal government, among other entities. The current City Sheriff is Anthony Miranda, who was appointed to the position on May 3, 2022. The Sheriff executes processes involving the seizure of money or property pursuant to writs, warrants, and court orders, serves civil and criminal processes, and engages in a variety of other law enforcement activities. The Union is the exclusive collective bargaining representative for DOF employees in the titles of Deputy Sheriff and Supervising Deputy

Sheriff.¹ At all times relevant to this petition, the bargaining unit contained approximately 25 Deputy Sheriffs in supervisory positions and approximately 100 Deputy Sheriffs in non-supervisory positions. The City and the Union are parties to the Deputy Sheriffs collective bargaining agreement covering the period May 1, 2018, to December 31, 2021 (“Agreement”), which remains in *status quo* pursuant to NYCCBL § 12-311(d).

Prior to December 2022, Deputy Sheriffs requested annual leave by submitting their requests into the City’s electronic timekeeping system, CityTime. Those leave requests were reviewed by the Deputy Sheriff’s supervisor who would grant or deny the request based on the operational needs of their specific unit, which are typically grouped by county. Any requests that implicated department-wide staffing considerations would be resolved by the Sheriff. Requests to use annual leave could be submitted at any time and were reviewed by a supervisor when they were submitted. Requests were handled on a first come, first served basis. Seniority of employees was not regularly considered by supervisors in reviewing and approving leave requests. At most, the relative seniority of the Deputy Sheriffs was considered if conflicting requests were subject to simultaneous review.² Once a request had been approved, approval would not be rescinded if a competing leave request was subsequently submitted by a more senior Deputy Sheriff. Prior to December 2022, the procedure governing annual leave requests by employees in the higher level positions was largely the same as that for those in the lower levels. However, operational needs agency-wide were more likely to be a consideration with higher ranking employees.

¹ Employees in the Deputy Sheriff and Supervisory Deputy Sheriff titles have in-house positions of Undersheriff, Sergeant Deputy Sheriff, and Lieutenant Deputy Sheriff.

² The City asserts that the relative seniority was considered when approving simultaneous requests. However, the Union disputed this assertion, noting that there was no seniority list provided to supervisors and therefore maintained that it could not confirm or deny the City’s assertion.

On December 29, 2022, Sheriff Miranda circulated a memorandum to “All Supervisors” that detailed changes that DOF was making to the procedure for requesting annual leave going forward. (Union Ex. A) The Union was not aware of the changes described in the memorandum before it was circulated. In the memorandum, Sheriff Miranda states, “To ensure that we have sufficient staffing coverage throughout calendar year 2023, I am requesting that each supervisor forward a memorandum to my office with their vacation selections for 2023. Deputy Sheriffs should forward their vacation selection to their Undersheriff for review and approval.” (*Id.*)

The memorandum further provides:

- 1) All Deputy Sheriffs will make their vacation selections in order of seniority.
- 2) Undersheriffs must review each Deputy Sheriff’s vacation selections and must ensure that adequate staffing levels are met prior to approving vacation selections.
- 3) All vacation selections should be finalized and sent to the Sheriff’s office by the close of business on January 13, 2023.

For Undersheriffs the memorandum states that, “[o]nce a specific vacation selection has been made those vacation days are closed to other Undersheriffs & Lieutenants.” (*Id.*) The memorandum further states that, “Lieutenants will make their selections after the Undersheriff’s [sic], and they cannot select the same vacation days as their Undersheriff.” (*Id.*)

Undersheriffs were instructed to relay the contents of the memorandum to Deputy Sheriffs in or about December 2022. As a follow-up to Sheriff Miranda’s December 29 memorandum, a DOF supervisor sent an email to employees under her supervision on January 4, 2023. The email states, in relevant part: “The Sheriff is requiring everyone to submit their annual vacation requests for 2023. . . . A final calendar will come out at the end of the month. Any additional vacation

requests can be submitted throughout the year and every attempt will be made to accommodate those leave requests based on the agency and unit coverage.” (Pet. ¶ 6) (emphasis added)

The City claims that the January 4, 2023 email was issued in error to only a single unit within the Sheriff’s Office and that the email “incorrectly states the intent” of the December 29 memorandum. (City Ex. 1) The City notes that the email was subsequently corrected by Sheriff Miranda in an email sent on February 7, 2023, which stated in part:

[W]e want to clear up any misinformation about a vacation selection process that we initiated on December 29, 2022. This process does not conflict with any current rules and regulations about how to request vacation or time off. In fact, we encourage you to read those rules in greater detail and become more familiar with the guidelines. This selection process is purely VOLUNTARY and was created to ensure that members requesting vacation would be able to plan in advance. As you are all aware vacation and leave requests are granted based on the needs of the agency. The vacation selection process was created to ensure personnel could plan and make vacation purchases with greater certainty and enable the agency to meet our obligations.

The list was distributed based on position/title and seniority in each position/title. All persons who participated in the vacation selection process will be guaranteed their vacation selection barring any unanticipated circumstances that may negatively affect manpower to meet the agency’s needs. Anyone else requesting vacations will be evaluated on an individual or case-by-case basis based on the agency’s needs and availability.³ These requests will also be required to meet all agency requirements.

(City Ex. 3)

The new annual leave procedure applies to all Deputy Sheriffs and Supervising Deputy Sheriffs, including those assigned as Undersheriffs, Lieutenants, and Sergeants. Under the new

³ At an October 11, 2023, conference with the Trial Examiner, the City conceded that employees who did not submit their annual leave requests by the January 13 deadline would be less likely to have their requests approved because the dates in question may no longer be available.

procedure, Deputy Sheriffs and Supervising Deputy Sheriffs who voluntarily submitted their annual leave requests before January 13, 2023, did so by speaking with their supervisor or by submitting the request using CityTime. After January 13, 2023, supervisors reviewed each of these requests in order of seniority to ensure that the agency would have sufficient staffing to maintain operations. Agency-wide coordination continues to remain especially important for leave requests of higher-ranking Supervising Deputy Sheriffs. Leave requests could be denied if there is insufficient coverage. Following this review, the Sheriff's Executive Office developed a master schedule containing all approved annual leave requests, which was then distributed to all supervisors. Any conflicts relating to competing requests for annual leave were addressed before the master schedule was distributed. Afterwards, employees were instructed to enter any approved requests into CityTime.

All Deputy Sheriffs and Supervising Deputy Sheriffs may continue to submit their annual leave requests on an as-needed basis throughout the year, as they did under the prior procedure. Requests submitted after January 13, 2023, were reviewed by the employee's supervisors, up to and including the Sheriff if necessary. Supervisors considered the existing master schedule in conjunction with the operational needs of the unit and agency when reviewing these requests. The DOF Employee Handbook was not amended concerning the request and approval of annual leave by DOF employees after issuance of the December 29 memorandum or February 2023 email. The Handbook states:

If an employee wishes to use their annual leave, he or she must submit a leave request through CityTime to his or her supervisor for approval. . . . Supervisors may disapprove an employee's annual leave request or ask the employee to change the dates or the number of days requested if the absence would interfere with the unit's ability to carry out its role and sustain the work of the Department. . . . Employees must submit all [requests for usage of annual leave

exceeding one day] at least one week in advance although their supervisor may request that employees submit vacation requests for peak operating or vacation periods at the beginning of the leave year (May 1 for non-managerial employees, and January 1 for managers). The vacation schedule employees submit at the beginning of the leave year is for planning purposes only. Employees should not assume that any vacation request has been approved until a leave request is submitted and approved by their supervisor.

(City Ex. 2)

POSITIONS OF THE PARTIES

Union's Position

The Union argues that DOF unilaterally implemented a change to the procedure by which Deputy Sheriffs and Supervisory Deputy Sheriffs submit their annual leave requests. The Union argues that annual leave and the procedure that governs how bargaining unit members request annual leave are mandatory subjects of bargaining and/or terms and conditions of employment. According to the Union, DOF's unilateral change to a mandatory subject of bargaining violates NYCCBL § 12-306(a)(1), (4), and (5).⁴

The Union notes that prior to the December 29, 2022, change to annual leave procedures, approval of requests for annual leave in one county would not affect selection in other counties.

⁴ NYCCBL § 12-306(a)(1) provides that it is an improper practice "to interfere with, restrain or coerce public employees in the exercise of their rights granted in section 12-305 of this chapter."

NYCCBL § 12-306(a)(4) provides that it is an improper practice "for a public employer or its agents . . . to refuse to bargain collectively in good faith on matters within the scope of collective bargaining with certified or designated representatives of its public employees."

NYCCBL § 12-306(a)(5) provides that it is an improper practice "for a public employer to unilaterally make any change as to any mandatory subject of collective bargaining or as to any term and condition of employment established in the prior contract, during a period of negotiations with a public employee organization as defined in NYCCBL § 12-311(d).

The Union asserts that as a result of the new procedure, requests for annual leave in one county can affect the selection of annual leave by bargaining unit members in all other counties and therefore requires that more than one supervisor review an annual leave request before it can be approved. Additionally, the new procedure states that all leave requests must now be forwarded to Sheriff Miranda, who was not previously involved in approving or denying the leave requests of Deputy Sheriffs.

The Union claims that bargaining unit members who choose to submit their annual leave selections after January 13 will have a reduced chance of having their requests approved because requests submitted by the new deadline will receive priority. As a result, the unilateral change has adversely affected the procedure for selection of annual leave throughout the entire bargaining unit. Moreover, the Union maintains that it never had access to a ranking of the relative seniority of its bargaining unit members. As a result, it disputes the City's assertion that Supervisors were able to receive or review each bargaining unit member's requests in order of seniority.

The Union argues that the Board should order DOF to cease and desist from implementing the new annual leave procedure, order the City to bargain in good faith about the procedure, reinstate the pre-change procedure until the conclusion of good faith bargaining with the Union, and order any such affirmative relief as the Board deems necessary, appropriate, and just.

City's Position

The City argues that the petition fails to state a claim because the Union has not demonstrated any change from existing DOF policy or practice. As evidence of this, the City asserts that the new system is voluntary and that bargaining unit members are free to continue selecting annual leave in the manner they did previously. The City avers that the new system is a voluntary addition to, rather than a replacement of, the existing procedure. According to the City,

the new procedure is more transparent, will expedite approval of annual leave requests, and will resolve potential conflicts in a more timely fashion. Sheriff Miranda's February 7, 2023, email explicitly states that the new procedure does not conflict with or alter any pre-existing DOF rules and that it is purely voluntary. The City concedes that a Deputy Sheriff or Supervising Deputy Sheriff who elects to submit their annual leave selections after the January 13th deadline would be less likely to have their choices approved because the master schedule had already been developed; however, those that choose to follow the new procedure would be more likely to have their annual leave requests approved. Accordingly, the new system has not affected the terms and conditions of employment in a way that would trigger a duty to bargain under NYCCBL § 12-306(a)(4).

Second, the City argues that the new annual leave procedure was properly implemented pursuant to NYCCBL § 12-307(b) because it falls under the managerial prerogative to determine standards and services and was necessary to maintain the requisite staffing levels to meet operational needs. DOF maintains the discretion to approve or deny annual leave requests based on staffing needs regardless of which method bargaining members use to submit them. As evidence of this, the City points to the DOF Employee Handbook, which states that supervisors can deny annual leave requests if approving the request would interfere with the unit's ability to carry out its role and sustain the work of the Department.

Sheriff Miranda's February 7, 2023, email likewise states that all vacation requests are subject to the agency's manpower needs. According to the City, the change to the annual leave procedure is a managerial right under NYCCBL § 12-307(b) and does not trigger any obligation

to bargain. As a result, the City asserts that there are no facts to support a derivative violation of NYCCBL § 12-306(a)(1).⁵

DISCUSSION

The Union alleges that the City and DOF unilaterally changed the procedure used by Deputy Sheriffs and Supervising Deputy Sheriffs to submit their requests for annual leave, in violation of NYCCBL § 12-306(a)(1), (4), and (5). For the reasons set forth below, we find that the City made a unilateral change regarding the annual leave request process, a mandatory subject of bargaining, in violation of NYCCBL § 12-306(a)(1), (4), and (5). Accordingly, we grant the petition.

Under NYCCBL § 12-306(a)(4), it is an improper practice for a public employer “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.”⁶ We have held that “[a]s a unilateral change in a term and condition of employment accomplishes the same result as a refusal to bargain in good faith, it is likewise an improper practice.” *DC 37, L. 420*, 5 OCB2d 19, at 9 (BCB 2012); *see also PBA*, 63 OCB 4, at 10 (BCB 1981). To prove that a violation has occurred, a petitioner “must demonstrate that (i) the matter sought to be negotiated is, in fact, a mandatory subject and (ii) the existence of such a change from existing policy.” *DC 37, L. 436*, 4 OCB2d 31,

⁵ The City also avers that there is no evidence that its actions have been inherently destructive to employees’ rights. The Union has not asserted an independent NYCCBL § 12-306(a)(1) claim and therefore we decline to consider this issue.

⁶ When an employer violates its duty to bargain in good faith, there is also a derivative violation of NYCCBL § 12-306(a)(1). *See DC 37, Locals 461 & 508*, 8 OCB2d 11, at 21 (BCB 2015); *Local 621, SEIU*, 2 OCB2d 27, at 14 (BCB 2009); *USCA*, 67 OCB 32, at 8 (BCB 2001).

at 13 (BCB 2011) (internal quotation marks omitted) (quoting *DC 37*, 79 OCB 20, at 9 (BCB 2007)).

Here, we find that the annual leave procedure implemented by DOF constitutes a mandatory subject of bargaining under NYCCBL § 12-307(a). NYCCBL § 12-307(a) provides that employees' work hours, "including but not limited to . . . time and leave benefits," constitute a mandatory subject of bargaining."⁷ We have long held that procedures regarding the use of annual leave also constitute a mandatory subject of bargaining under NYCCBL § 12-307(a). *See, e.g., ADW/DWA*, 7 OCB2d 26, at 19 (BCB 2014) (number of times per year that employees may request annual leave is a mandatory subject of bargaining); *COBA*, 27 OCB 16, at 116 (BCB 1981) (procedure governing preference for seniority in the use of annual leave is a mandatory subject of bargaining); *see also UFADBA*, 12 OCB2d 6, at 7-8 (BCB 2019) (finding that a procedural change regarding overtime distribution that did not concern the amount of overtime the FDNY deemed necessary was a mandatory subject of bargaining) (citations omitted). Similarly, the New York State Public Employment Relations Board ("PERB") has held that "[i]n general, procedures applicable to employee leave requests constitute a mandatory subject of negotiations." *City of*

⁷ NYCCBL § 12-307(a) provides, in relevant part, as follows:

Subject to the provisions of subdivision b of this section and subdivision c of section 12-304 of this chapter, public employers and certified or designated employee organizations shall have the duty to bargain in good faith on wages (including but not limited to wage rates, pensions, health and welfare benefits, uniform allowances and shift premiums), hours (including but not limited to overtime and time and leave benefits), working conditions and provisions for the deduction of dues from the wages or salaries of employees in the appropriate bargaining unit and for the payment of the sums so deducted to the certified or designated employee organization, subject to applicable state law . . .

Albany, 41 PERB ¶ 3019, at 3089 (2008).

While employees have the right to negotiate over procedures for obtaining leave, this right “must be reconciled with the employer’s absolute right to determine and maintain its staffing requirements pursuant to the NYCCBL.” *DC 37, L. 2507 & 3621*, 14 OCB2d 11, at 20 (BCB 2021) (quoting *UFA*, 43 OCB 4, at 88-89 (BCB 1989), *affd.*, *UFA v. Off. of Collective Bargaining*, No. 12338/89 (Sup. Ct. N.Y. Co. Oct. 30, 1989) (Santaella, J.), *affd.*, 163 A.D.2d 251 (1st Dept. 1990)). The right to decide what constitutes sufficient staffing, i.e., the number of employees needed based on the requirements of the operation, is distinct from the procedures used to meet those needs. As PERB has stated, “[the] employer [has] the right to determine the number of employees it must have on duty to fulfill its mission . . . [h]owever, it [is] obligated to negotiate over methods of meeting its staffing requirements.” *City of Watertown*, 47 PERB ¶ 3015, at 3042 (2014) (citing *City of White Plains*, 5 PERB ¶ 3008 (1972)). The procedures by which employees may obtain pre-approved time off are mandatory subjects of bargaining “provided that they do not interfere with the employer’s predetermined staffing requirements.” *Id.*

DOF maintains the right to exercise its discretion to approve or deny annual leave requests based on staffing needs. The DOF Employee Handbook expressly states that annual leave can only be taken “at a time convenient to [DOF].” (City Ex. 2) Under the prior system, DOF was free to approve or deny annual leave requests to maintain the staffing levels necessary to carry out the Sheriff’s operations. The new procedure does not change this. The December 29 memorandum similarly states that the purpose of the new procedure is to maintain adequate staffing levels. Further, there is no evidence before us that in issuing the new procedure, the DOF altered the number of on-duty Deputy Sheriffs or Supervising Deputy Sheriffs that are required for the City to maintain operations. Therefore, the record does not reflect that there were any changes

to the agency's staffing requirements. In this regard, the December 29 memorandum and Sheriff Miranda's February 7, 2023 email merely reiterate the City's right to deny leave requests in order to maintain sufficient staffing.

Accordingly, we find no evidence that the December 29 memorandum implicates the employer's managerial prerogative to maintain necessary staffing levels. Instead, it concerns the methods by which annual leave is requested and procedures used to determine which requests are approved. *See DC 37, L. 2507 & 3621*, 14 OCB2d 11, at 21 (rule that establishes a procedure for determining which employees may use annual leave on any day is a mandatory subject of bargaining because the City failed to demonstrate a reasonable relationship between the new rule and the City's staffing needs).

The Board must now determine if the procedure set forth in DOF's December 29 memorandum affecting the employees' selection of annual leave was indeed a change from the prior procedure. "In a claim that the promulgation of a new policy, rule, or action violates the duty to bargain in good faith, the charging party has the burden to prove that a change, in fact, occurred." *PBA*, 73 OCB 12, at 17 (BCB 2004) (citing *L. 371, SSEU*, 69 OCB 10 (BCB 2002)). Here, the factual record demonstrates that the issuance of the December 29 memorandum changed the procedure by which Deputy Sheriffs and Supervising Deputy Sheriffs can request and use their annual leave.

Prior to December 2022, Deputy Sheriffs and Supervising Deputy Sheriffs submitted their requests for annual leave over the course of the entire year, and each request would be reviewed upon submission. According to Sheriff Miranda's February 7, 2023, email, employees who submitted requests by the new January 13 deadline are effectively guaranteed to have their annual leave selections approved. As a result, a bargaining unit member who follows the preexisting

procedure and requests leave after January 13 will be less likely to receive the dates they request. We reject the City's argument that this aspect of the December 29 memorandum is not a unilateral change because it characterizes the new procedures as merely voluntary. The memorandum expressly states that all vacation requests should be submitted on or before January 13th and that once a vacation selection has been made by a Supervising Deputy Sheriff, "those vacation days are closed to other Undersheriffs and Lieutenants." (Union Ex. A) This new procedure therefore encourages submission of requests by January 13th and its effect, even if followed by only some bargaining unit members, is a change to the manner in which annual leave is requested and approved. As noted above, a Deputy Sheriff who utilizes the new annual leave procedure is likely to have their requests for annual leave approved while those who wait until later in the year risk denial. For Undersheriffs and Lieutenants, the new procedure restricts entirely the availability of vacation days previously selected by another Undersheriff or Lieutenant. Therefore, there has been a substantive change to leave request and usage procedures that affects terms and conditions of employment. Moreover, the new procedure expressly requires that the lower level "Deputy Sheriff's [sic] will make their vacation selection in seniority order," a practice that did not exist for these lower-level employees prior to the issuance of the memorandum. (*Id.*) As a result, the new process changes "which employees may be on annual leave ... on any day and which must work." *DC 37, L. 2507 & 3621*, 14 OCB2d 11, at 21. In the absence of evidence showing any change in staffing needs, such a restriction on employees' use of their contractually guaranteed leave benefits constitutes a unilateral change to a mandatory subject of bargaining. *See Id.*

We also find that the new review process for leave requests constitutes a unilateral change for lower level Deputy Sheriffs. The new procedure requires that annual leave requests are reviewed and coordinated among and between units at the highest level of the department, when

previously leave requests outside of the employee's own unit were not considered. However, we find that this aspect of the new review process does not constitute a unilateral change as it applies to higher-ranking Deputy Sheriffs because operational needs agency-wide have always been considered in approving their leave requests. Therefore, we find that the City made a unilateral change when it issued the December 29 memorandum altering the procedure by which bargaining unit members can request and use their annual leave.

Finally, NYCCBL § 12-306(a)(5) prohibits unilateral changes to a mandatory subject of bargaining during the period when a collective bargaining agreement has expired but remains in effect pursuant to the *status quo* provision of NYCCBL § 12-311(d). See NYCCBL §§ 12-306(a)(5) & 12-311(d); see also *PBA*, 11 OCB2d 37, at 11 (BCB 2018); *UFA*, 10 OCB2d 5, at 17-18 (BCB 2017). Because we find that the City made a unilateral change to a mandatory subject of bargaining during the *status quo* period, we further find that the City has violated § 12-306(a)(5). See *Patrolmen's Benevolent Assn. of City of New York, Inc. v. New York City Off. Of Collective Bargaining*, 35 Misc. 3d 1234(A), 2012 N.Y. Slip Op. 50997(U), at 8 (Sup. Ct. N.Y. Co. May 29, 2012) (citing *UFT*, 3 OCB2d 44, at 10 (BCB 2010)). Finally, by violating its duty to bargain in good faith, the City and DOF derivatively violated NYCCBL § 12-306(a)(1). See *Local 621, SEIU*, 2 OCB2d 27, at 14.

Thus, we order the City and DOF rescind the annual leave procedure detailed in the December 29, 2022 memorandum, reinstate the pre-change procedure, and cease and desist from implementing an alternative annual leave procedure until such a time as the parties bargain to resolution or impasse over any such changes.

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 improper practice petition, docketed as BCB-4496-23, filed by the New York City Deputy Sheriffs' Association, against the City of New York and New York City Department of Finance, is granted in its entirety; and it is further

ORDERED, that the New York City Department of Finance rescind the annual leave procedures for Deputy Sheriffs and Supervising Deputy Sheriffs outlined in the December 29, 2022 memorandum; and it is further

ORDERED, that the New York City Department of Finance reinstate the *status quo ante* annual leave procedures for Deputy Sheriffs and Supervising Deputy Sheriffs; and it is further

ORDERED, that the New York City Department of Finance cease and desist from implementing changes to the annual leave procedures for Deputy Sheriffs and Supervising Deputy Sheriffs until such a time as the parties bargain to resolution or impasse over any such changes; and it is further

ORDERED, that the New York City Department of Finance post or distribute the Notice of Decision and Order in the manner that it customarily communicates information to employees. If posted, the Notice must remain conspicuously posted for a minimum of thirty days.

Dated: May 9, 2024
New York, New York

SUSAN J. PANEPENTO
CHAIR

ALAN R. VIANI
MEMBER

CAROLE O'BLNES
MEMBER

PETER PEPPER
MEMBER

I dissent.

PAMELA S. SILVERBLATT
MEMBER



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**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 17 OCB2d 8 (BCB 2024), determining an improper practice petition between the New York City Deputy Sheriffs' Association and the City of New York and the New York City Department of Finance.

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 improper practice petition, docketed as BCB-4496-23, is granted in its entirety; and it is further

ORDERED, that the New York City Department of Finance rescind the annual leave procedures for Deputy Sheriffs and Supervisory Deputy Sheriffs outlined in the December 29, 2022 memorandum; and it is further

ORDERED, that the New York City Department of Finance reinstate the *status quo ante* annual leave procedures for Deputy Sheriffs and Supervisory Deputy Sheriffs; and it is further

ORDERED, that the New York City Department of Finance cease and desist from implementing changes to the annual leave procedures for Deputy Sheriffs and Supervisory Deputy Sheriffs until such a time as the parties bargain to resolution or impasse over any such changes; and it is further

ORDERED, that the New York City Department of Finance post or distribute the Notice of Decision and Order in the manner that it customarily communicates information to employees. If posted, the notice must remain conspicuously posted for a minimum of thirty days.

The New York City Department of Finance
(Department)

Dated:

(Title) (Posted By)

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