

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

IMPROPER PRACTICE CHARGE

INSTRUCTIONS: File an original and four (4) copies of this charge with the Director of Public Employment Practices and Representation, New York State Public Employment Relations Board, 80 Wolf Road, Albany, NY 12205-2670. If more space is required for any item, attach additional sheets, numbering them accordingly.

DO NOT WRITE IN THIS SPACE

Case No. U-

Date Received:

1. CHARGING PARTY

- a. Name (If employee organization, give full name, including any affiliation and local name and number):

Local 1-2, Utility Workers of America, AFL-CIO

- b. Address (No. & Street, City and Zip Code, County):

5 West 37th Street, Floor 7  
New York, NY 10018

Telephone Number:

212-575-4400

- c. Name and title of the representative filing charge:

John Duffy, Vice President

- d. Name, address and telephone number of attorney or other representative, if any, to whom correspondence is to be directed:

Gwynne A. Wilcox, Levy Ratner, P.C., 80 Eighth Avenue,  
Floor 8, New York, NY 10011

Telephone Number:

212-627-8100

2. PUBLIC EMPLOYER AND/OR EMPLOYEE ORGANIZATION AGAINST WHICH CHARGE IS BROUGHT

- a. Name and Address (No. & Street, City and Zip Code, County):

New York Power Authority 123 Main Street, White Plains, NY 10601-3170

- b. Telephone Number:

914-681-6939

3. Is the charging party filing a separate application for injunctive relief pursuant to §204.15 of the Board's Rules of Procedure?

YES

NO

4. VIOLATIONS ALLEGED

Pursuant to Article 14 of the Civil Service Law, as amended (Public Employees' Fair Employment Act), the charging party hereby alleges that the above-named respondent(s) has (have) engaged in or is (are) engaging in an improper practice within the meaning of the following subsections of Section 209-a of said Act (check the subsection(s) allegedly violated):

If by a public employer

- 209-a.1(a)  
 209-a.1(b)  
 209-a.1(c)  
 209-a.1(d)  
 209-a.1(e)  
 209-a.1(f)

If by an employee organization

- 209-a.2(a)  
 209-a.2(b)  
 209-a.2(c)\*

\* If the charge alleges a violation of Section 209-a.2(c) of the Act based on an employee organization's processing of or failure to process a claim that a public employer has breached its agreement with such employee organization, identify the public employer:

- a. Name and Address (No. & Street, City and Zip Code, County):

- b. Telephone Number:

5. Specify in detail the alleged violation(s). Include names, dates, times, places and particular actions constituting each violation. Use additional sheet(s), if necessary. Failure to supply sufficient factual detail may result in a delay in processing or dismissal of the charge.

SEE ADDENDUM.

6. If the charge alleges a violation of Section 209-a.1(d) or 209-a.2(b) of the Act, has the charging party notified the Board in writing of the existence of an impasse pursuant to Section 205.1 of the Board's Rules of Procedure?

X YES    \_\_\_ NO

7. The charging party is available immediately to participate in a pre-hearing conference and a formal hearing.

X YES    \_\_\_ NO

STATE OF NEW YORK )  
COUNTY OF New York ) SS.:

John Duffy, being duly sworn deposes and says, that (s)he is the charging party above named, or its representative, and that (s)he has read the above charge consisting of this and 1 additional page(s), and is familiar with the facts alleged therein, which facts (s)he knows to be true, except as to those matters alleged on information and belief, which matters (s)he believes to be true.

John Duffy  
(Signature)

VICE PRESIDENT  
(Title)

Subscribed and sworn to before me  
this 5<sup>th</sup> day of OCTOBER, 2006

Adam L. Goldberg  
ADAM L. GOLDBERG  
Notary Public, State of New York  
No. 02GO6098894  
Qualified in Kings County  
Commission Expires Sept. 22, 2017

PERB 579 (11/98)

## ADDENDUM

5.

The existence of an impasse was noted by the prior administration of the Union on February 2, 2005. The newly elected officers and representatives of the Union initially met with the New York Power Authority ("NYPA") on September 28, 2005. The Union was represented by Sidney Kalban, General Counsel, John Capra, Senior Business Agent, James Dunbar, Business Agent, John Devlin, National Representative and me. NYPA was represented by Vincent Vesce, Executive Vice President, Joseph Gryzlo, Vice President of Human Resources, Wendy Lane, Attorney for NYPA, Dayton Richardson, Manager of Human Resources, and Paul Tartaglia, Plant Manager.

There have been a number of meetings since, some with a mediator being present. The principal issues in dispute have been NYPA's demand that the members pay a portion of the medical costs and its insistence that, instead of granting a wage increase during the first year of the contract, it would only give a lump-sum payment.

On a date I cannot now recall, but prior to April 1, 2006, Mr. Vesce called me on the phone and indicated that NYPA wanted the Union to agree that whatever it negotiated with the IBEW on the medical payment issue would be binding on Local 1-2. I told him that we could not agree to that, and that we had to negotiate our own contract. The IBEW and NYPA reached agreement on their contract on April 1, 2006. The contract provided for employee contributions to their medical plan.

On May 26, 2006, the parties, with basically the same Union representatives present who were at the September 28, 2005 session, met with the mediator. Representatives present from NYPA were Joseph Gryzlo and Wendy Lane. Mr. Gryzlo gave us copies of the NYPA-IBEW contract. We again refused to be bound by the terms of a contract negotiated with another union.

The last meeting held with the Mediator present was on August 1, 2006. After that, I met alone with Mr. Gryzlo on August 9, 2006. I made a proposal in an attempt to resolve the matter. Mr. Gryzlo stated he would get back to me. To date, neither he nor any other official of NYPA has responded to the August 9<sup>th</sup> proposal, and NYPA's demand that the Union agree to the terms of its contract with IBEW has remained a stumbling block to an agreement.

It is the position of Local 1-2 that NYPA has refused to negotiate in good faith by insisting that Local 1-2 accept the terms of a contract NYPA has negotiated with another Union and by not responding to the Union's last proposal, which was presented to NYPA on August 9, 2006.