

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name AFSCME COUNCIL 52, Locals 2254 and 3680		b. Union Representative to contact Paul L. Kleinbaum One Riverfront Plaza - Ste 320 Newark, NJ 07102	
c. Address (Street, city, state, and ZIP code) 516 Johnston Ave Jersey City, NJ 07304		d. Tel. No. (201) 435-0255	e. Cell No.
		f. Fax No. (201) 435-2721	g. e-Mail
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>8(b)(1) and 8(b)(3)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) During negotiations concluding on January 31, 2013, AFSCME violated its duty to bargain in good faith under Section 8(b) (3) of the National Labor Relations Act by actions more particularly stated in the attached Rider, including but not limited to refusing to meet and confer at reasonable times as requested for over 3 months, refusing to consider proposals to enhance patient care and the patient experience at the hospital; and refusing to discuss, edit, amend or alter in any way prior language in certain articles; bargaining to impasse on unlawful union security clause requiring the firing of non-union members; refusing to disclose past practices but insisting they be included in the contract; refusal to bargain on mandatory subjects of bargaining after the expiration of the contract unless dues payments were reinstated, and unlawfully refusing to bargain over EMS hours and rates, respiratory therapy rates, medical records tech's. AFSCME Violated 8(b)(1) of the Act by threatening and coercing its own members, including members of its own bargaining committee, including harassment of union members and officials for protected activity on social media sites, and physically grabbing a bargaining committee member and threatening him for refusing to strike and along with the union's extreme agenda. SEE ATTACHED RIDER			
3. Name of Employer Jersey City Medical Center		4a. Tel. No. (201) 915-2000	b. Cell No.
		c. Fax No.	d. e-Mail mcataudella@libertyhcs.org
5. Location of plant involved (street, city, state and ZIP code) 355 Grant Street Jersey City, NJ 07034		6. Employer representative to contact Mary Cataudella VP of Human Resources	
7. Type of establishment (factory, mine, wholesaler, etc.) HOSPITAL	8. Identify principal product or service Excellent Patient Care	9. Number of workers employed 2000	
10. Full name of party filing charge Jersey City Medical Center		11a. Tel. No. (201) 915-2000	b. Cell No.
		c. Fax No. (201) 309-2751	d. e-Mail mcataudella@libertyhcs.org
11. Address of party filing charge (street, city, state and ZIP code.) 355 Grant Street, Jersey City, NJ 07034			
<p>12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.</p> <p>By <u>Brent W. Yessin</u> <u>Brent W. Yessin, Esq (Attorney)</u> (signature of representative or person making charge) (Print/type name and title or office, if any)</p> <p>One Tampa City Center, Suite 2880 Address <u>Tampa, FL 33602</u> (date) <u>3-25-13</u></p>		<p>Tel. No. (813) 248-1818</p> <p>Cell No.</p> <p>Fax No. (813) 258-1773</p> <p>e-Mail brentyessin@gmail.com</p>	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National

ULP's against AFSCME

1. AFSCME violated its Section 8(b)(3) duty to meet and confer at reasonable times in good faith in an attempt to reach an agreement. Due to the enormous changes in the healthcare industry as a result of the Affordable Care Act, the Hospital tried for 3 months to meet with the union and the union refused until November, which left inadequate time to bargain before the contract expired on December 31st. The contract was extended twice, to January 31st.
2. The union harassed, threatened and coerced a member of its bargaining committee who said they would not strike.
3. The union harassed, threatened and coerced its own members for expressing their views on the negotiations in protected open source forums such as Facebook, and in email exchanges, and in person.
4. The union, through its own president, on information and belief did physically assault a member of his own bargaining committee for expressing his views and for protected section 7 activities.
5. The union refused to alter, edit, discuss or amend unlawful and unenforceable provisions in its previous contract, including an overbroad and unenforceable maintenance of membership clause.
6. The union refused to offer counter proposals or consider the Hospital's offers on multiple articles in the contract offer, in breach of its 8(b)(3) obligations to bargain in good faith.
7. The union refused to permit voting times on the ratification of the hospital's offer that would have permitted EMS employees to vote, in an attempt to disenfranchise that department, and clear attempt to avoid signing a contract.
8. The union has refused to negotiate with the hospital on a higher rate for Respiratory Therapists than is provided in the contract, despite the Hospital asking to negotiate on that issue for almost two months. The union has unlawfully required as a pre-condition of these negotiations of a mandatory subject of bargaining, permissive subjects such as bargaining and the resumption of dues payments to the union. The union's duty to bargain is not extinguished with the expiration of the contract nor the interruption of mandatory dues payments.
9. The union has refused to negotiate with the hospital on a higher rate for Medical Records Techs than is provided in the contract, despite the Hospital asking to negotiate on that issue for almost two months. The union has unlawfully required as a pre-condition of these negotiations of a mandatory subject of bargaining, permissive subjects such as bargaining and the resumption of dues payments to the union. The union's duty to bargain is not extinguished with the expiration of the contract nor the interruption of mandatory dues payments.
10. The Union has refused to negotiate with the hospital on a higher rate and shorter work schedule for EMS workers than is provided in the contract,

despite the Hospital asking to negotiate on that issue for almost two months. The union has unlawfully required as a pre-condition of these negotiations of a mandatory subject of bargaining, permissive subjects such as bargaining and the resumption of dues payments to the union. The union's duty to bargain is not extinguished with the expiration of the contract nor the interruption of mandatory dues payments.

11. The union did not provide a negotiator who had authority to bargain the contract, as only the union President apparently has authority to enter into an agreement with the hospital.
12. The union has refused to resume negotiations on any term or condition of employment unless the hospital changes its position on areas where the union has taken an intransigent position, unlawfully conditioning discussion of mandatory subjects of bargaining with negotiation of permissive subjects of bargaining.
13. The union, through its paid and/or elected agents and/or officers has intentionally misrepresented the contents of the hospital's offer to its members by telling them in various publications, written and verbal, that the offer "eliminates" grievances and/or seniority when both are provided for in the offer; "cuts" pay or forces employees to work for "less" when no employee has pay cut; provides for "favoritism" in the awarding of pay for performance bonuses when payments are automatic and no individual award is provided for in the offer; "cuts" pay by more than 6% if a shorter lunch hour is implemented when in fact the offer provides for 6.6% MORE pay if that option is implemented; and other material misrepresentations of the contract proposals designed to secure a rejection of the offer and strike authorization. The deliberate misrepresentation of the offer violates the union's 8(b)(3) duty to meet and confer in good faith in an attempt to reach an agreement.