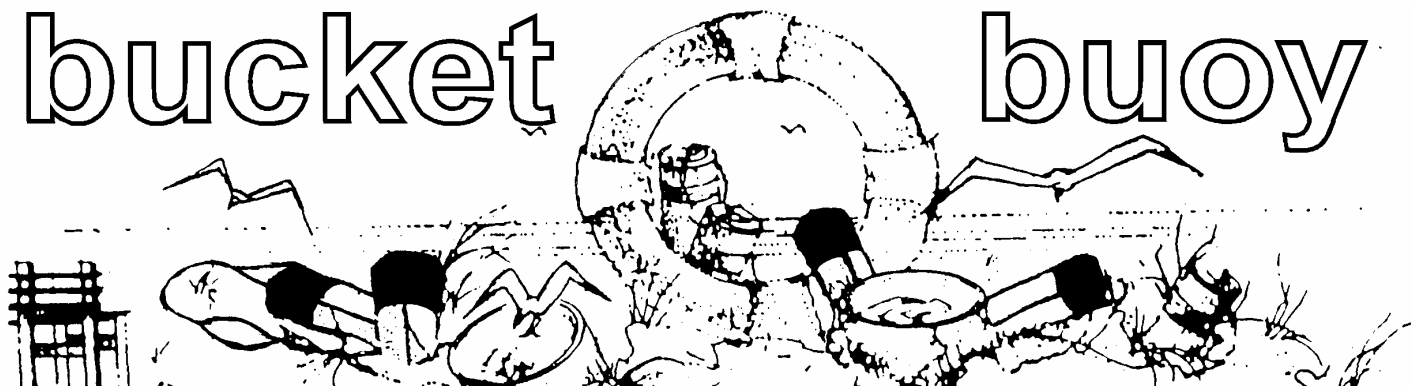


bucket buoy



Dear Fellow Lifeguards:

July 15, 2007

This Wednesday night the Shop Stewards met at NYSUT headquarters for their bi-weekly meeting. The meeting was well attended with 13 of the 20 Stewards present. The two main topics of conversation at the meeting were the Contract that NYSCOPBA entered into with the State and how it affects us and the revision of our Constitution. Although there were other collateral issues discussed initially I must deal with those main issues.

First of all, the caveat: When I write I try to give the facts and my interpretation of them. As the Executive Board member with the longest history with the Union, as the former President of our predecessor Local 2744, former Chief Sector Steward of NYS Lifeguards and current Chief Negotiator my opinion is the result of almost 30 years of experience with the Union. However, it is my opinion, not necessarily the opinion of the Shop Stewards or the rest of the Executive Board or even of the Lifeguards as a whole. It is not gospel – it is opinion. In my real life profession I get paid for my opinion. That is how I make my living. There is no obligation to accept it.

That being said, back to the reporting: The first topic had to do with our lack of being included in the recent raise NYSCOPBA negotiated for its members. In order to educate one on this a brief history is necessary. Last summer the Administrative Law Judge (ALJ) at PERB ruled that people who were not entitled to interest arbitration (such as lifeguards and thousands of other Non-correction officers in NYSCOPBA) could not be in a Union with people who had interest arbitration. Prior case law had been very clear on this and the ALJ saw the conflict that was created when it came to bargaining.

Once the decision came out, NYSCOPBA, fearing the loss of millions of dollars in dues, appealed it. The full PERB Board overturned the ALJ before it was replaced by the new Governor and the issue is now set for reargument before the new Board. The problem is that during a decertification process negotiations can't continue with the then designated bargaining agent unless the decertifying party consents.

In late April we, through our representative NYSUT, we sent a letter to NYSCOPBA, the governor's Office of Employee Relations and all other parties that we consent to the continuation of negotiations and allowing NYSCOPBA to continue to negotiate for us. For another month NYSCOPBA continued to negotiate without ever giving any indication they were not negotiating on our behalf. Of course our dues continued to be taken out for their representation of us (those of us that were paid for time in May).

When the contract was settled for the pay issues imagine our surprise when we found out that NYSCOPBA had excluded us. Imagine even more of a surprise when we reviewed the new contract on line and found out that Appendix "D" was missing. (Appendix "D" was the part of the contract that gave the few rights that seasonals had to them. These rights included the right to be paid for Holidays, the right to purchase health insurance, the right to an "exit interview" when terminated and a host of other rights that were negotiated over the years for seasonals.) Thinking this exclusion may have been in error, we called up NYSCOPBA's Gerry Dewitt who was not able to offer any explanation for the exclusion.

Upon finding this out, the first call we made was to NYSUT who felt that this move was such a blatant lack of representation that they immediately empowered their lawyers to draft an action in Supreme Court Nassau County for a failure to represent. They are currently seeking plaintiffs from each class of lifeguards (LGI's, LG2's, Bswn.'s, etc.) to start the action.

We also discussed the remedies available and will be asking for the raise to be applied to us as well as our dues back for the past 6 years. Although we do have "statue of limitations" issues there is a way to draft those pleadings that may avoid those issues.

Given this appears to all be a part of a consistent pattern going on for years of NYSCOPBA's and the State's anti-seasonal policy, it amazes me that there are some members that still advocate appeasing and staying with NYSCOPBA. My question to them is – just how much proof do you want that they do not represent your interests?

The second main issue was the report of the Constitutional Committee. Although it was apparent that the committee worked hard on redrafting our old constitution and By-Laws, they presented it as an "all or none" proposition. Although it was advocated that the members be allowed to vote on the changes to the various sections, the committee, through their spokesperson Mark Davey felt that to do so would bog down the process and it should be presented as a "take it or leave it" vote on the ballot.

While true there are many legitimate changes to old wording of the constitution, the new proposed one strips out the powers of the Executive Board (the only members elected by the entire lifeguard corps) and gives all the power (except ministerial duties) to the Shop Stewards. In my opinion, such a move would be fatal to any organization as it eliminates any balance of power or checks and balances and in fact allows an organization to run with less than a democratic vote. Consider that a facility such as Hither Hills would have the same voting power as Sunken Meadow or Hecksher. Under the proposed constitution the number of lifeguard in a facility have no weight as to the powers of their vote. Given these restrictions a number of smaller facilities could unite to determine the course of the organization against the will of the vast majority. Hardly a democratic process!

And finally it should be noted that, under such a constitution, if there isn't a quorum of Shop Stewards at any meeting, no business can be conducted. Considering the number of years that we held meeting with only two or three shop stewards, but with the Executive Board present, all business and negotiations would have stopped if we had been under such a constitution.

Please consider all this very carefully when you are asked to vote. Although there are those who want to stifle debate on these issues (I know I will draw a lot of heat for this stand) I have always believed that a knee jerk reaction to any crisis will have very negative repercussions for years to come. When asked to vote, while it is good to consider today, never lose track of what tomorrow might bring!



Tommy teaches the Juniors how to run through water

THE 3RD TRY GRIEVANCE

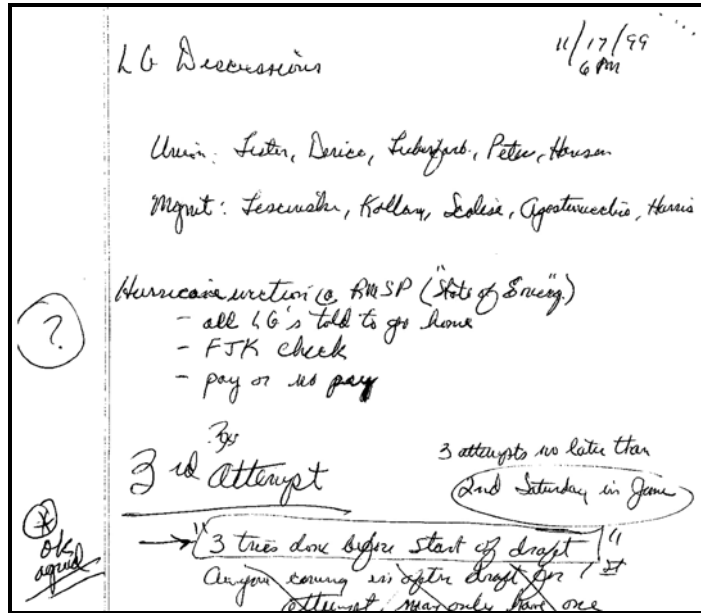
This Saturday NYS Parks held a grievance hearing for the lifeguards who were denied a third try at the rehire. Remember that this third try was given to the lifeguards as part of the trade off for adding a run to the swim back in 2000 and also remember that the State says that anyone who fails all of their tries at the retest in the same year can only come back by passing the new hire test (a much more stringent test that does not take experience in as a factor).

The grievance started out by the State (through Chip Gorman) taking the position that since these lifeguards are not working (even though they are not working because the State denied them their third try) they are not employees and not entitled to the grievance process. Talk about the ultimate "Catch 22." Basically the State is saying that we can fire you for anything and you can't then grieve it because you are no longer an employee.

They then took the position that since they had ruled against this same grievance last year that decision stands. That was complete news to us as; to our knowledge no hearing had ever been set. Well, it turned out that NYSCOPBA and the State had gotten together last September 14th, without telling us or the grievant and held a hearing. The result was that the State found that "they had never agreed to permit a third attempt to pass the swim test."

When it was pointed out that there were notes of the Labor Management meetings, supplied by the State, in the handwriting of Joseph Lescinski, agreeing to the third try, Chip Gorman said that those notes had no validity unless they were signed by both parties. In other words, the State can make an agreement, trade off something and then say the agreement isn't valid. Does that mean that we no longer have to do the run as part of the rehire?

In case someone has not seen a copy of the State notes, previously carried in the *Bucket and Buoy*, I have put them in again for your perusal. I ask you to review them and come to your own determination if the State is giving the Lifeguard Corps a fair shake.



You be the judge – Did the State agree to a 3rd try or not?

THE ELECTIONS

Elections for Executive Board members will be held the week of August 4 through August 10. Ballots will be by a double blind envelope method to be distributed at your beach. The election committee will be headed by Richie Malen and Andrew Hlavac. Petitions to run must be handed in to the above by July 18th before the end of the Shop Stewards meeting. Those petitions must read loosely as follows: "We the undersigned hereby nominate _____ for the office of _____" and be signed by 20 lifeguards.

The positions open are President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Trustee at Large, Trustee from Jones Beach, Trustee from Robert Moses, Trustee from East End.

During this period there will also be a vote on amending the constitution. Stay tuned for further developments.



Ahh, clean white poly rope – Talk about an improved image



A patron photographer captures a flying Field 6 launch

THE USLA REGIONALS

By Cary Epstein

On Wednesday July 11th, the USLA held its annual Regional Lifeguard Championships in Rehoboth Beach, Delaware. 20 members of the Jones Beach Lifeguard Corps traveled south to compete in the tournament. In the end, Jones Beach finished 4th in the Mid-Atlantic Region out of 20 teams.

For the 3rd year in a row, the members of the JBLC were able to present the Matt Lynch Memorial Run Swim Run Award in memory of former WBHO lifeguard 1st Lt. Matthew Lynch. We are very proud to keep Matt's spirit and memory alive in the LG circuit and his favorite event has been forever renamed in his honor.

A powerful and diverse team this year, the Jones Beach Competition Team is back on the map on proud of it! Most importantly, everybody had a GREAT time, and we are all excited for Nationals August 9th, 10th, 11th in Myrtle Beach, South Carolina! Congratulations to all who competed!



The JBLC Competition Team takes their show on the road

THE COMICS

Written by a woman

When Dan found out he was going to inherit a fortune when his sickly father died, he decided he needed a woman to enjoy it with. So one evening he went to a singles bar where he spotted the most beautiful woman he had ever seen. Her natural beauty took his breath away.

"I may look like just an ordinary man," he said as he walked up to her, "but in just a week or two, my father will die, and I'll inherit 20 million dollars." Impressed, the woman went home with him that evening and, three days later, she became his stepmother.

Once again proving the smarter gender.

* * * * *

Three men were on a beach when they found a old corked bottle. Taking the cork out, suddenly a genie appeared and told the men that he was so grateful for being released he would grant them each a wish.

The first man told the genie, "I've always wanted to be the smart one in my family. Can you make me twice as smart?"

"No problem," said the genie, as he turned him into a computer engineer.

"Wow," thought the second guy and turning to the genie said, "Can you make me three times as smart so I am even smarter than my engineering buddy?"

"No problem," said the genie, as he turned him into a brain surgeon.

By now the third guy was stunned. Not to be out done he turned to the genie and said, "Can you make me smarter than any man in the world?"

"No problem," said the genie, as he turned him into a woman.