

**OFFICE OF COLLECTIVE BARGAINING**

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**In the Matter of the Improper Practice Proceeding**

**-between-**

**EDWARD SEABRON,**

**BCB-4456-21**

**Petitioner,**

**VERIFIED  
ANSWER**

**-and-**

**LOCAL 983, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO,**

**Respondent.**

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Respondent District Council 37, AFSCME, AFL-CIO, and its affiliated Local 983, by its attorney, Robin Roach, General Counsel of District Council 37 (“Union” or “Respondent”), Michael Coviello, of Counsel, as and for its answer to the Verified Improper Practice Petition in the above-referenced matter (“Petition”), respectfully alleges as follows:

1. Paragraph 1 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 1 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 1 of the Petition.
2. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of the Petition.
3. Paragraph 3 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 3 is found to contain factual allegations, Respondent admits that Mr. Robbins made statements regarding the

Petitioner on a private Union Facebook page and denies the remaining allegations set forth in Paragraph 3 of the Petition.

4. Denies the allegations set forth in Paragraph 4 of the Petition, except to admit that Vice President Marvin Robbins maintains a private Facebook page meant for Traffic Enforcement Agents to discuss the terms and conditions of their employment.
5. Admits the allegations set forth in Paragraph 5 of the Petition.
6. Paragraph 6 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 6 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 6 of the Petition.
7. Paragraph 7 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 7 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 7 of the Petition.
8. Paragraph 8 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 8 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 8 of the Petition.
9. Admits the allegations set forth in Paragraph 9 of the Petition.
10. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Petition.
11. Admits the allegations set forth in Paragraph 11 of the Petition.

12. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Petition.
13. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Petition.
14. Admits the allegations set forth in Paragraph 14 of the Petition.
15. Admits the allegations set forth in Paragraph 15 of the Petition.
16. Admits the allegations set forth in Paragraph 16 of the Petition.
17. Admits the allegations set forth in Paragraph 17 of the Petition.
18. Admits the allegations set forth in Paragraph 18 of the Petition.
19. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 of the Petition.
20. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 of the Petition.
21. Denies the allegations set forth in Paragraph 21 of the Petition.
22. Denies the allegations set forth in Paragraph 22 of the Petition and respectfully refers the Board to Petitioner's Exhibit "A" for a complete and accurate statement of its contents.
23. Admits the allegations set forth in Paragraph 23 of the Petition.
24. Admits the allegations set forth in Paragraph 24 of the Petition.
25. Denies the allegations set forth in Paragraph 25 of the Petition and respectfully refers the Board to Petitioner's Exhibit "A" for a complete and accurate statement of its contents.
26. Admits the allegations set forth in Paragraph 26 of the Petition.

27. Paragraph 27 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 27 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 27 of the Petition.
28. Paragraph 28 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 28 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 28 of the Petition.
29. Paragraph 29 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 29 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 29 of the Petition.
30. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 30 of the Petition.
31. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 31 of the Petition.
32. Denies the allegations set forth in Paragraph 32 of the Petition.
33. Denies the allegations set forth in Paragraph 33 of the Petition.
34. Paragraph 34 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 34 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 34 of the Petition.

35. Denies the allegations set forth in Paragraph 35 of the Petition, except to admit that the Respondent no longer has access to the private Facebook page meant for the members of Local 983 to discuss the terms and conditions of their employment because he is no longer a member of the Union in good standing.
36. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 36 of the Petition.
37. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37 of the Petition.
38. Denies the allegations set forth in Paragraph 38 of the Petition.
39. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Petition.
40. Respondent lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of the Petition.
41. Admits the allegations set forth in Paragraph 41 of the Petition.
42. Admits the allegations set forth in Paragraph 42 of the Petition.
43. Paragraph 43 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 43 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 43 of the Petition.
44. Paragraph 44 contains a statement of opinion and legal conclusions to which no response is required. To the extent that Paragraph 44 is found to contain factual allegations, Respondent denies the allegations set forth in Paragraph 44 of the Petition.

45. The remaining paragraphs accompanying the Petition contain legal arguments to which no response is required. To the extent they are found to contain factual allegations, Respondent repeats the responses to the Petition's allegations contained in paragraphs 1 through 44 above.

### **STATEMENT OF FACTS**

46. District Council 37, AFSCME, AFL-CIO ("DC 37") is an amalgam of 63 local unions representing over 150,000 public sector and not-for-profit employees in various agencies, authorities, boards and corporations throughout the City of New York and is a public employee organization within the meaning the New York City Administrative Code §12-301 *et. seq* and the New York City Collective Bargaining Law ("NYCCBL").
47. Local 983 is an affiliated local of DC37 representing, among other titles, Traffic Enforcement Agents ("TEA's") Levels III & IV at the City of New York Police Department ("NYPD"). Local 983 is and was at all relevant times a labor organization located at 125 Barclay Street, New York, NY 10007.
48. Local 1182 is an affiliated local of Communications Workers of America, AFL-CIO ("CWA"), the duly certified collective bargaining organization that represents Traffic Enforcement Agents Levels I & II at NYPD.
49. Local 1181 is an affiliated Local of CWA that represents Traffic Supervisors at NYPD.

50. The duties of a TEA Level III are to remove or immobilize illegally parked vehicles; and performing tasks such as operating a tow truck, removing illegally parked vehicles which are impeding the flow of traffic, and affixing restraining devices to prevent the operations of scofflaw-owned vehicles and removing such devices. *See* Traffic Enforcement Agent Union Duties and Responsibilities, annexed as Respondent's Exhibit. 1.
51. Vice-President Marvin Robbins maintains a private Facebook page for the use of TEA's and Traffic Supervisors belonging to Locals 983, 1181 and 1882 to discuss the terms and conditions of their employment. *See* Robbins Affidavit, Annexed as Respondent's Exhibit 2.
52. Vice-President Robbins invites Local 983, 1181 and 1882 members to participate on the TEA Facebook page when they become active members in good standing and removes them from the page when he is notified that they are no longer members in good standing. *See* Res. Ex. 2.
53. In the 21<sup>st</sup> century, social media technology is the primary method for the Union to communicate with its members. This communications technology has grown even more prominent during the COVID-19 pandemic, because the Union is constrained in its ability to meet and communicate with its members in person.
54. The discussions on private social media pages such as the TEA Facebook page are akin to a Union meeting in which the terms and conditions of employment are discussed.
55. Petitioner is a former member of Local 983 who was invited to access and participate on the TEA Facebook page.

56. Mr. Robbins removed Petitioner's access to the TEA Facebook page when Petitioner withdrew from the Local and was no longer a member in good standing.
57. Petitioner was previously employed as a TEA Level II at NYPD before being promoted to TEA Level III. *See* Res. Ex. 2.
58. There is no civil service examination for TEA Level III at NYPD. NYPD management selects candidates for promotion to Level III on its own criteria. *See* Res. Ex. 2.
59. The Petitioner is often assigned to easier details from NYPD management than the typical assignment for TEA's, for example, performing office duties rather than operating a tow truck. Furthermore, NYPD enforces a dress code for TEA's, but I have observed Petitioner not adhering to the dress code without comment from NYPD management. *See* Res. Ex. 2.
60. Mr. Robbins invited the Respondent to become a shop steward for the Union. *See* Res. Ex. 2.
61. The Petitioner attended three shop steward training classes but did not pass any of the classes. *See* Res. Ex. 2.
62. The Petitioner has disrupted the Union's shop steward training classes, Union-related conferences and meeting, the TEA Facebook page, and the worksite by interrupting other members, speaking out of order, and making baseless complaints against the Union that are not related to the terms and conditions of his employment. *See* Res. Ex. 2.
63. The Petitioner has expressed his dislike of the Union on numerous occasions and withdrawn his membership from the Union. *See* Res. Ex. 2.



64. The Petitioner distributed anti-Union literature to the Union's members in the member's locker room at the NYPD's tow truck garage during work hours. *See* Res. Ex. 2.
65. The Union's representatives are required to provide notice to the NYPD prior to traveling to the garage to meet with members. *See* Res. Ex. 2.
66. The Petitioner has advocated to the Union's members that they should decertify the Union as their collective bargaining representative and join the Independent Law Enforcement Benevolent Association ("ILEBA") instead. *See* Res. Ex. 2.
67. ILEBA is not a certified employee organization for any collective bargaining units within the City of New York and does not engage in any collective bargaining with any public employers. *See* Res. Ex. 2.
68. Upon information and belief, ILEBA is a non-profit organization whose objective is to decertify independent public employee organizations in order to replace them with employer-dominated employee organizations.
69. Petitioner has approached Respondent's collective bargaining unit members during work hours to request their assistance in decertifying the Union.
70. In his efforts to decertify the Union, the Petitioner has made false statements to the Union's collective bargaining unit members. *See* Res. Ex. 2.
71. The Petitioner has stated to the Respondent's collective bargaining unit members that the Union does not have a contract with the City of New York. *See* Res. Ex. 2.
72. The Petitioner has stated to the Respondent's collective bargaining unit members that they would keep all of their benefits if they decertify the Union. *See* Res. Ex. 2.

73. In fact, the Union provides additional benefits to members beyond those they obtain through their municipal employment. *See* Res. Ex. 2.
74. The Petitioner has stated to the Respondent's collective bargaining unit members that by joining ILEBA, they would be considered peace officers and would earn more money. *See* Res. Ex. 2.
75. Peace officers in New York State are required by statute to be citizens of the United States. *See* N.Y. PBO L., Chapter 47, Article 2, §3-b.
76. Some of the Respondent's members employed as TEA's are not citizens of the United States. Therefore, if TEA's were to become peace officers, the Union's non-citizen members would be effectively terminated through the Petitioner's attempts to decertify the Union and replace it with ILEBA. *See* Res. Ex. 2.
77. David Casey is a Traffic Supervisor at NYPD and a former President of CWA Local 1181. *See*, We Are Stronger Together, Local 1181, annexed as Respondent's Exhibit 3.
78. Mr. Casey was removed as President of Local 1181 after being found to have misappropriated the Local's money. *See* Res. Ex. 3.
79. Mr. Casey was also disciplined for using racially derogatory remarks at work, including directing racial slurs at African-American coworkers. *See* Res. Ex. 3.
80. Mr. Casey was not terminated by the NYPD. *See* Res. Ex. 3.
81. Following his removal from the Local 1181 presidency, Mr. Casey began a campaign to decertify Local 1181 in favor of ILEBA. *See* Res. Ex. 3.

82. Mr. Robbins has posted comments on the TEA Facebook page that were meant to be critical of NYPD management because of his belief that they have favored individuals such as Mr. Casey because of their anti-Union activities.
83. Mr. Robbins, who is African-American, posted a comment on the TEA Facebook page which portrayed Mr. Casey in a photoshopped Ku Klux Klan outfit because of Mr. Casey's prior racist remarks. *See* Res. Ex. 2.
84. Mr. Robbins also informed his bargaining unit members that they would lose their DC37-specific benefits, which includes many supplemental health benefits, if the Union was decertified as their collective bargaining representative.
85. Mr. Robbins did not state to members that they would lose their non-DC37 provided benefits that they receive by virtue of their municipal employment, as these benefits are separate from their supplemental benefits that they receive through DC37.
86. The social media post in question does not identify the Petitioner as a racist or member of the Ku Klux Klan.
87. To the extent that the Petitioner is included in the post, it is due to his association with Mr. Casey and their common cause in attempting to decertify the collective bargaining representatives of TEA's and making false representations about the Unions representing TEA's.
88. The posting in question was neither coercive or threatening, but rather consisted of an argument against decertification of the Union.
89. Mr. Robbins does not have the authority to direct NYPD to fine or otherwise discipline the Petitioner.

90. To the extent that the Petitioner is unpopular with his coworkers, it is due to his false statements to them and his attempt to constructively terminate his non-citizen coworkers.
91. Respondent has limited duties to represent Petitioner as Petitioner is a non-member.
92. Petitioner does not allege that Respondent breached its duty of fair representation.

#### **AS AND FOR A FIRST DEFENSE**

93. Petitioner has asserted claims under the NYCCBL that are time-barred by §12-306(e) of the NYCCBL and §1-07-(b)(4) of the Rules of the City of New York, Title 61, Office of Collective Bargaining, Chapter 1, Practice and Procedure.
94. Pursuant to these sections, the state of limitations for an improper practice is four months. The statute of limitations begins to run once the complaining party has actual or constructive knowledge of definitive acts which put it on notice of the need to complain. *See Sergeant's Benevolent Ass'n*, 79 OCB 8 (BCB 2007).
95. Petitioner initially served the Improper Practice Petition on Respondent on or about October 5, 2021. Any of Petitioner's claims that flow from events that occurred prior to June 5, 2021 fall outside the time limitations contained in the OCB Rules and therefore must be dismissed.

#### **AS AND FOR A SECOND DEFENSE**

96. Petitioner has failed to allege a *prima facie* violation of NYCCBL § 12-306(b)(1). Even if all of Petitioner's claims were true, the Petitioner cannot make out case of interference because the Facebook post in question was made on a private Union

social media site, discussing the terms and conditions of employment for members in the context of a decertification effort by the Petitioner. The post in question is akin to comments made in a Union meeting which are in themselves protected activity, and which would be entitled to heightened protection even if the comments themselves were false because they were not coercive or inherently destructive of collective bargaining rights.

97. Petitioner's claims alleging a violation of the NYCCBL must be dismissed because the Petition fails to allege facts sufficient to establish a claim for an improper practice. It is an improper practice under the NYCCBL § 12-306(b)(1) for a public employee organization or its agents "to interfere with, restrain or coerce public employees in the exercise of their rights granted in section 12-305" of the NYCCBL, which includes the rights of public employees to participate in union activities. "For activity to be protected under the NYCCBL, it must be related, even if indirectly, to the employment relationship and must be in furtherance of the collective welfare of the employees." *Local 376 v. DEP*, 73 OCB 15 (BCB 2004) (citing *Archibald v. Jacobson*, 57 OCB 38 (BCB 1996) at 18, *McNabb v. City*, 41 OCB 48 (BCB 1988), at 14-17).
98. While §12-306(b)(1) applies to the relationship between a public employee and a public employee organization, the Board typically analyzes allegations of interference under §12-306(b)(1) similarly to those alleged under §12-306(a)(1) against public employees. *See LEEBA*, 7 OCB2d 21 at 11 (BCB 2014). "While this Board has not developed a body of cases interpreting NYCCBL §12-306(b)(1), with respect to NYCCBL §12-306(a)(1) we have previously stated that 'conduct

that contain[s] an innate element of coercion, irrespective of motive, [can] constitute conduct which, because of its potentially chilling effect . . . is inherently destructive of important rights guaranteed under the NYCCB.” *Id.*, quoting *DEA*, 4 OCB2d 35, at 9 (BCB 2011).

99. In *LEEBA*, the Board rejected the argument that a Union, the International Brotherhood of Teamsters Local 237, committed an improper practice under §12-306(b)(1) when it allegedly distributed false and misleading information during the course of a representation proceeding between Local 237 and the Law Enforcement Employees Benefit Association. *Id.* at 12. The Board found that even if the statements were false, they were not coercive because they did not threaten any reprisal or promise any benefits. “Although [Local 237’s] letter did attempt to inform employees of the possible consequences of no longer being represented by Local 237, regardless of whether these consequences were accurate or not, the letter did not contain threats to take any action against employees who did not vote for Local 237.” *LEEBA*, 7 OCB2d 21 at 12-13, citing *DC37, Local 2507*, 2 OCB2d 28, at 12 (BCB 2009) (“[A]n employer may give its opinion of possible adverse consequences of a Union’s proposed action without committing an improper practice.” (citing *City of Albany*, 17 PERB ¶ 3068 (1984))).
100. Furthermore, the statements in *LEEBA* were made in the context of a representation election and could not be reasonably viewed as coercive due to the nature of an election. The Board found in *LEEBA*, 7 OCB2d 21 at 13, that “in the context of a representation campaign PERB has found that a union’s statements did not violate § 209-a.2(a) of the Taylor Law where they were ‘at worst, electioneering puffery,

which could have been counteracted by the charging [union].’ *Albany County*, 15 PERB ¶ 3102, at 3157 (1982) (internal quotation marks omitted). Similarly, the NLRB has repeatedly stated that it views employees as ‘mature individuals who are capable of recognizing campaign propaganda for what it is and discounting it.’ *Midland Nat’l Life Ins. Co.*, 263 NLRB 127, at 132 (1982).”

101. The instant matter is very similar to *LEEBA*. A decertification campaign is similar to a representation election in that multiple parties with adverse interests are vying for the choice of employees of their collective bargaining representative. While the Respondent does not concede that the Facebook post in question contained any false information, even if it did, the post should be considered in its proper context of challenging a threat to the collective bargaining unit and should be entitled to heightened protection. “[A]n average employee would surely be able to recognize the statements as campaign propaganda which, by its very nature, is intended to persuade employees to take a certain action.” *LEEBA*, 7 OCB 21 at 14.
102. The Facebook posting in question was made in the course of the Respondent’s opposition to decertification, in the context of on a private Union page meant for active members of the Union to discuss the terms and conditions of employment. The posting did not threaten any members against voting to decertify the Union nor did it threaten the loss of any benefits, except to point out that members would lose specific benefits provided by DC37 if they opted to decertify the Union. The use of photoshopped images in the post was akin to campaign puffery, meant to reinforce the Union’s message and clearly not intended to deceive any individual into thinking they were actual photographs. While the posting did not present any false

information, even if it had it would not have constituted an improper practice under the standard set by the Board in *LEEBA*. For these reasons, the Petition has failed to set forth a *prima facie* case of interference and should be dismissed.

### **AS AND FOR A THIRD DEFENSE**

103. Petitioner has failed to establish a violation of §12-306(b)(1) because Petitioner cannot establish that he was engaged in protected activity. Petitioner essentially argues that the Respondent, which is already the certified collective bargaining representative for TEA's in Levels III and IV, interfered with a non-member's rights when it opposed the non-member's efforts to decertify the Union.
104. The Petitioner made material misrepresentations about the Respondent and its collective bargaining efforts with the NYPD to his fellow employees, and jeopardized the livelihood of his coworkers who were not U.S. citizens. Rather than interfere with the Petitioner's protected activity, the Respondent itself engaged in protected activity itself to correct the misrepresentations made by the Respondent and Mr. Casey to its collective bargaining unit members.
105. Petitioner claims that his protected union activity was his attempt to decertify Local 983 as the collective bargaining representative for his title and that the Union interfered with his protected union activity when it argued to its members that they should not decertify the Union. It would be illogical and destructive of employee rights to find that a collective bargaining organization committed an improper practice when it opposed a non-member's attempt to decertify the Union that represents the entire bargaining unit. Such a finding would, in itself, interfere with



the Union's ability to engage in protected activity because the Union would effectively be silenced in its opposition to decertification.

106. Furthermore, the Petitioner fails to provide any precedent to support the argument that his actions constituted protected activity. For example, Petitioner cites *Fabbricante*, 71 OCB 30 (BCB 2003), in support of this proposition. However, the improper practice in *Fabbricante* only relates to a union interfering with and refusing to file a grievance for one member while at the same time filing an identical grievance for a different member. *Id.* at 28-30. This is a materially different claim from the one that the Petitioner presents, which is that the Respondent interfered with his attempt to decertify the Union.
107. The other cases cited by Petitioner likewise bear no relation to his alleged protected activity, or directly contradict that notion. *See, e.g., DEA*, 4 OCB2d 35 (finding a union asserted a *prima facie* case of interference by alleging that the NYPD sought to interfere with its members by discouraging them from following the union's advice); *OSA*, 6 OCB2d 26 at 7 (BCB 2013) (protected activity is threatened by an action that "jeopardizes the position of the union as bargaining agent or diminishes the union's capacity effectively to represent the employees in the bargaining unit" (citing *CIR*, 51 OCB 26 at 42 (BCB 1993))).
108. Similarly, Petitioner makes conclusory and unsupported allegations that the Respondent's actions interfered with his protected activity because they decreased the support of his efforts to decertify the Union. However, Petitioner fails to identify any individuals who withdrew their support for Petitioner's attempt to decertify the Union solely because of a Facebook post. Even if they had, the Respondent has the

right to challenge any attempt at decertification and argue on its own behalf to remain the certified collective bargaining representative for the unit. This does not interfere with the Petitioner's own alleged protected activity in seeking to decertify the Union. While it would not be improper for the Union to convince a member not to vote for decertification, there are numerous other reasons that members could have withdrawn their support for decertification, such as the Petitioners' own false statements.

109. In contrast to Petitioner's inability to establish his own protected activity, the Board has previously found that posting union-related messages on a private union social media page does constitute protected activity. *See CWA v. NYPD*, 8 OCB2d 18 (BCB 2015). The Board has also found that social media communications are protected when access is restricted to bargaining unit members, and where the comments concern the employment relationship, because it is akin to speaking at a union meeting or publishing comments in a union newsletter. "When analyzing speech in the context of union activity, we have also consistently held that even disparaging speech is protected when it otherwise meets the criteria for protected union activity." *Id.* at 13. Vice President Robbins advocated on behalf of his collective bargaining unit and the exclusive benefits they receive as part of that unit in an effort to maintain those benefits.
110. The Petitioner cannot establish that he engaged in protected activity, beyond conclusory and unsupported allegations. On the other hand, the Respondent did in fact engage in protected activity, by engaging in concerted efforts to oppose the Petitioner's false statements. For these reasons, the Petition should be dismissed.

**CONCLUSION**

WHEREFORE, Respondent respectfully requests that an Order be entered dismissing the Verified Improper Practice Petition in its entirety, and that the Respondent be granted such other and further relief as the Board deems just and proper.

Dated: New York, New York  
November 12, 2021

Respectfully Submitted,

ROBIN ROACH  
General Counsel, District Council 37  
AFSCME, AFL-CIO  
125 Barclay Street, Room 510  
New York, New York 10007  
(212) 815-1450

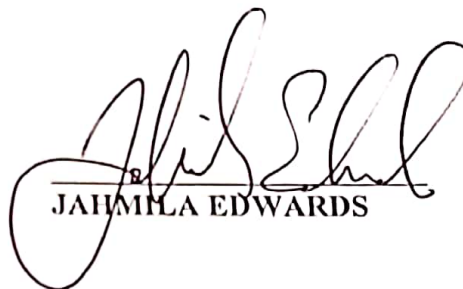
By: 

Michael Coviello

VERIFICATION

STATE OF NEW YORK    )  
                                  : ss.:  
COUNTY OF NEW YORK)

JAHMILA EDWARDS, being duly sworn deposes and says that she is the Associate Director of Respondent District Council 37 in the within Verified Answer, has read the foregoing papers; that the statements contained therein are true to her personal knowledge except as to those matters alleged to be made on information and belief and that as to those matters, she believes them to be true.

  
JAHMILA EDWARDS

Sworn to before me this  
12 day of November, 2021



NOTARY PUBLIC

ANASTASIA PAPADHIMITRI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PA6286153  
Qualified in Queens County  
My Commission Expires July 22, 2025

# EXHIBIT 1

C - XI  
TRAFFIC ENFORCEMENT  
OCCUPATIONAL GROUP [286]

CODE NO. 71651

### TRAFFIC ENFORCEMENT AGENT

#### General Statement of Duties and Responsibilities

This class of positions encompasses work of varying degrees of difficulty in traffic enforcement. There are four assignment levels within this class of positions. The following are typical assignments within this class of positions. All personnel perform related work.

#### Assignment Level I

Under supervision, patrols an assigned area to enforce laws, rules and regulations relating to the movement, parking, stopping and standing of vehicles.

#### Examples of Typical Tasks

Prepares and issues paper and electronic summonses for violations. Prepares and issues summonses to pedestrians, when required. Testifies at administrative hearings and in court.

Reports inoperative or missing parking meters and traffic conditions requiring attention.

Prepares reports.

Operates portable and vehicle radios and other electronic equipment.

Operates a motor vehicle.

Receives training in directing traffic.

C - XI  
TRAFFIC ENFORCEMENT  
OCCUPATIONAL GROUP [286]

CODE NO. 71651

TRAFFIC ENFORCEMENT AGENT (continued)

Assignment Level II

Under general supervision, in addition to performing the duties described under Assignment Level I above, performs traffic direction tasks such as the following:

Examples of Typical Tasks

Directs and controls traffic at assigned locations.

Maintains the efficient and safe flow of vehicles and pedestrians.

Assignment Level III

Under general supervision, removes or immobilizes illegally parked vehicles; performs tasks such as the following:

Examples of Typical Tasks

Operates a tow truck; removes illegally parked vehicles which are impeding traffic flow.

Affixes restraining or immobilizing devices to prevent operation of scofflaw-owned vehicles; removes such devices.



C - XI  
TRAFFIC ENFORCEMENT  
OCCUPATIONAL GROUP [286]

CODE NO. 71651

TRAFFIC ENFORCEMENT AGENT (continued)

Assignment Level IV

Under direction, monitors traffic flow and impediments; performs tasks such as the following:

Examples of Typical Tasks

Ensures that on-street construction, manhole activity or special events do not impact upon traffic and pedestrian flow, by issuing summonses, reporting illegally parked vehicles, notifying other enforcement agencies, closing down work sites, etc.

Monitors permittees of the Department of Transportation who provide emergency road service on limited access arterials and vehicles to insure compliance with local, state and federal weight and size regulations. Operates and maintains all related equipment and physically moves the scales as needed. May be required to travel outside New York City limits, and remain for whatever time required, to have equipment certified and/or repaired.

May be required to perform the duties of other assignment levels.

In the temporary absence of the supervisor, may assume the duties of that position.



C - XI  
TRAFFIC ENFORCEMENT  
OCCUPATIONAL GROUP [286]

CODE NO. 71651

TRAFFIC ENFORCEMENT AGENT (continued)

Qualification Requirements

A four year high school diploma or its educational equivalent approved by a State's department of education or a recognized accrediting organization.

A medical, psychological and drug screening are required for this position. There are also physical demands associated with this position. Eligibles may have to pass an additional medical screening before assignment to Assignment Level III. Candidates must qualify for appointment as a Special Patrolman at the time of assignment to Assignment Level IV.

License Requirements

A motor vehicle Driver License valid in the State of New York. Assignment to Traffic Enforcement Agent-Assignment Level III requires a Tow Truck (W) endorsement valid in the State of New York. All licenses and endorsements must be maintained for the duration of employment without any restrictions which would preclude the performance of the duties of Traffic Enforcement Agent.

Direct Lines of Promotion

From: None

To: Associate Traffic Enforcement  
Agent (71652)

# EXHIBIT 2

**OFFICE OF COLLECTIVE BARGAINING**  
-----X  
**In the Matter of the Improper Practice Proceeding**

**-between-**

**EDWARD SEABRON,**

**BCB-4456-21**

**Petitioner,**

**AFFIDAVIT OF  
MARVIN ROBBINS**

**-and-**

**LOCAL 983, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO,**

**Respondent.**

-----X

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK   )

MARVIN ROBBINS, being duly sworn, hereby deposes and says:

1. I am the First Vice President of District Council 37's affiliated Local 983 ("Union"). As First Vice President I am responsible for advocating for the Union's membership and the enforcement of Collective Bargaining Agreements between the Union and the City of New York. I also serve as a Grievance Representative for Local 983 members employed at the New York City Police Department ("NYPD"). I am on full release time pursuant to Mayoral Executive Order No. 75 from my civil service title, Traffic Enforcement Agent Level III at the NYPD.
2. I have read the improper practice petition docketed at the Office of Collective Bargaining as Case No. BCB-4456-21. As First Vice President of Local 983, I am fully familiar with the facts and circumstances herein, except to those matters as

alleged to be based upon information and belief, and as to those matters, I believe them to be true.

3. Local 983 represents, among other titles, Traffic Enforcement Agents (“TEA”), Levels III and IV employed at NYPD.
4. I began my City employment in 1989 at a TEA Level I. I was subsequently promoted to my current position as a TEA Level III.
5. Employees in the titles of TEA Levels I and II are represented by Local 1182 of the Communications Workers of America, AFL-CIO (“CWA”). Employees in the title of Traffic Supervisor at NYPD are represented by Local 1181 of CWA.
6. As part of my duties I maintain a private Union Facebook page for the use of Local 983’s TEA’s to discuss the terms and conditions of their employment. TEA’s and Traffic Supervisors represented by CWA are also invited to use the page because they have common concerns of employment with TEA’s represented by Local 983.
7. The Facebook page is meant for active and retired members in good standing of Local 983 and CWA and is not public. I invite eligible members when I receive notice of their hiring. When I receive notice that an individual is no longer an active Union member, I remove their access to the page.
8. I am familiar with Petitioner Edward Seabron due to his employment as a TEA Level III at NYPD.
9. Petitioner was previously employed as a TEA Level II at NYPD before being promoted to Level III.
10. There is no civil service examination for TEA Level III at NYPD. NYPD management selects candidates for promotion to Level III on its own criteria.

11. The duties of a TEA Level III are primarily to operate a tow truck and to remove or immobilize illegally parked vehicles.
12. The Petitioner is often assigned to easier details from NYPD management than the typical assignment for TEA's, for example, performing office duties rather than operating a tow truck. Furthermore, NYPD enforces a dress code for TEA's, but I have observed Petitioner not adhering to the dress code without comment from NYPD management.
13. After I met the Petitioner, I suggested to him that he should become active in the Union and invited him to training classes to become a shop steward for the Union.
14. I also invited the Petitioner to participate on the TEA Facebook page, which requires an invitation join because it is meant for the exclusive use of active members in good standing. When I learned that the Petitioner had withdrawn his membership from the Union I removed his access to the TEA Facebook page because he was no longer an active member in good standing.
15. The Petitioner attended three shop steward classes but disrupted the classes by interrupting the presenters rather than participating, and did not pass any of the classes.
16. The Petitioner has also disrupted Union meetings by playing loud music, interrupting other people when they are trying to speak, and speaking out of normal order.
17. During the time that the Petitioner was a member of Local 983, he consistently asked the Union to assist him in matters in which the Union was unable to assist him. For example, the Petitioner requested the Union obtain him a bulletproof vest

and hazard pay, which he was not eligible for. NYPD management has informed the Union that our members are not first responders and should not respond to emergencies or hazardous situations.

18. The Union is unable to obtain reimbursement for members who perform activities they are not authorized to perform by the NYPD. This also causes difficulties when the Union attempts to collectively bargain with the City of New York on behalf of all of its members.
19. The Petitioner made complaints to the Union that were nonsensical. For example, the Petitioner requested the Union's leadership provide him with its bylaws. When the Union responded by providing the Petitioner with the bylaws, he stated that he did not need them. The Petitioner then complained to the Union's leadership that the Union was not providing him with the material he requested.
20. After the Union was unable to assist the Petitioner with these matters, the Petitioner expressed his dislike of the Union and acted with hostility towards the Union, and withdrew his membership.
21. The Petitioner distributed anti-Union literature to the Union's members in the member's locker room at the NYPD's tow truck garage during work hours.
22. The Union's representatives are required to provide notice to the NYPD prior to traveling to the garage to meet with members.
23. The Petitioner also advocated to the Union's members that they should decertify the Union as their collective bargaining representative and join the Independent Law Enforcement Benevolent Association ("ILEBA").

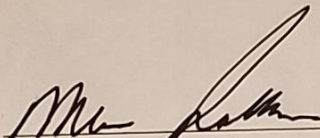
24. Upon information and belief, ILEBA is not a certified employee organization for any collective bargaining units at NYPD, and does not represent any public employees in collective bargaining matters concerning their wages, hours and working conditions within the City of New York.
25. Upon information and belief, ILEBA is a non-profit organization whose objective is to decertify public employee organizations in order to replace them with employer-dominated employee organizations.
26. Upon information and belief, the Petitioner informed the Union's members that by joining ILEBA, they would be considered peace officers and would earn more money. However, peace officers in New York State are legally required to be citizens of the United States. Some of the Union's members are not citizens of the United States. Therefore, if TEA's were to become peace officers, the Union's non-citizen members would no longer be eligible for the position and would likely be terminated.
27. Upon information and belief, the Petitioner also made false statements to the Union's members about the Union, for example by telling them that the Union did not have a collective bargaining agreement with the NYPD.
28. Upon information and belief, the Petitioner also informed the Union's members that they would keep all of their DC37 benefits if they decertified the Union as their collective bargaining representative, which is false. While some of the members' benefits are provided by virtue of public employment, other benefits are provided exclusively by DC37 to its members, such as representation by counsel in disciplinary proceedings and life insurance benefits.

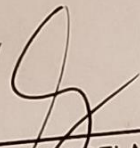
29. Upon information and belief, the Petitioner's false statements to his coworkers and his attempt to terminate the jobs of his non-citizen coworkers caused them to grow upset with the Petitioner.
30. David Casey is a Traffic Supervisor at NYPD and a former President of CWA Local 1181. Mr. Casey was removed as President of Local 1181 after being found to have misappropriated the Local's money. Mr. Casey was also disciplined for using racially derogatory remarks at work, including directing racial slurs at African-American coworkers. Despite this egregious misconduct, Mr. Casey was not terminated by the NYPD.
31. Mr. Casey's behavior was deeply offensive to me because I am African-American.
32. Following his removal from the Local 1181 presidency, Mr. Casey began a campaign to decertify Local 1181 in favor of ILEBA.
33. I have posted comments on the TEA Facebook page that were meant to be critical of NYPD management because I believe they have favored individuals such as Mr. Casey, who has engaged in unconscionable racist behavior, because of his anti-Union activities.

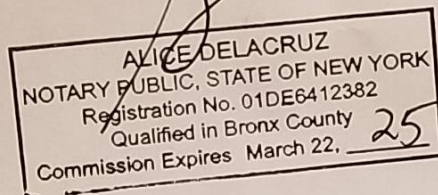


34. I posted a comment on the TEA Facebook page which portrayed Mr. Casey in a photoshopped Ku Klux Klan outfit because of his history of unconscionable racist behavior. The comment also informed members that they would lose their DC37-specific benefits if the Union was decertified as their collective bargaining representative.

Dated: New York, New York  
November 12, 2021

By:   
Marvin Robbins

Sworn to before me this 12<sup>th</sup> day   
of November 2021



# EXHIBIT 3

# **WE ARE STRONGER TOGETHER.**

## **DON'T TRUST DAVID CASEY. STICK WITH OUR UNION.**

Former 1181 President David Casey is trying to tear our union apart.

Since being removed from office after repeated offenses of misappropriation of our dues money, he has been attempting to get 1181 members to leave our union and join a new union - and he's already appointed himself President without an election!

He's been doing this by giving people false promises and misrepresenting himself, and our union.

**These are the facts.**

### **INAPPROPRIATE + OFFENSIVE BEHAVIOR**

✗ 30 day suspension + 1 year probation in 2016 for the use of racist derogatory words on numerous occasions, including use of the N-word.

### **HE FILLED HIS POCKETS WITH OUR MONEY - MISAPPROPRIATION OF AT LEAST \$50,000**

✗ Paid himself overtime for union business making his daily rate \$300.

✗ Accused by his own Executive Board of spending over \$3,400 of our dues money at a conference in Florida.

✗ Accused by his own Executive Board of spending over \$4,000 of our dues money at a conference in the Dominican Republic.

✗ As President of the Local, he was voted out as Trustee of the funds by the other Trustees.

✗ Forged the signature of our Secretary Treasurer on a union check to himself.

✗ Gave himself a raise - using our dues money - without approval from the membership or the Executive Board.

✗ Wrote \$13,900 in checks to himself from our dues funds.

✗ Because he'd bled the Local dry & put us more than \$31,000 into debt, he used our benefits money to foot half the bill for a \$72,000 office space.

**David Casey has never had our best interest in mind.**

He is racist, irresponsible, and ran our union like his own personal bank account. Do not trust him. Stick with our union.

