

**ECOMEDIA INTERNATIONAL, INC.**

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*Elizabeth Combier*  
President

June 19, 1996

Mr. Gus Bevona  
President  
Local 32B & 32J  
101 Avenue of the Americas  
New York, N.Y. 10013

Dear Mr. Bevona,

The purpose of this letter is to call your immediate attention to a problem which may involve many members of your Union: unfair legal representation at arbitration. I am a journalist and not a union member, but became personally involved in observing the legal opportunities available to your members after an incident at my church on January 22, 1996. Scott Vanos, a member of Local 32B & 32J, was involved, and will be going to arbitration against the church on July 3.

My church is the Madison Avenue Presbyterian Church at 921 Madison Avenue in NYC. I have been there 46 years. My mother has been a full-time volunteer there for approximately 38 years. The Church's maintenance staff became Union members about 8 years ago, leaving the supervisors, Mr. Fred Linstedt and Ms. Anne Bennett, the only non-union members of the maintenance staff. Due to my extensive daily involvement at the Church, I became aware several years ago of Mr. Linstedt's harassment and intimidation of the men who worked for him. Several members of the Church and members of the staff told me on numerous occasions that Mr. Linstedt was very rude and difficult to work with. I had no personal problems with him until 3 years ago, when I was verbally abused by Mr. Linstedt in the Church elevator.

On January 22, 1996 I was at the Church when Scott Vanos was fired. I now, after some research, believe the reasons for his termination to be unfair, however at the time my only thought was to help him find another job. I knew that he is the sole wage earner in his family. I immediately focused on a job opportunity that I was aware of at my apartment building as doorman. Scott was extremely interested, so I suggested that he and I go to the Church lobby so that I could write down the name of my superintendant and my address. Mr. Linstedt came up behind me as I was writing the information (I was standing at the front door of the Church) and screamed that we had to get out of the Church, Scott was fired and forever barred from entering the Church and if we wanted to talk we had to go down the block to the coffee shop. As Mr. Linstedt was standing very close to me I was not only startled by his extremely loud and angry voice, but by his lack of control and hatred.

Subsequent to that day, I have spoken with several people

who work for the Church, all of whom have told me that Mr. Linstedt has been verbally abusive. I saw one of the workers leaving the Church in tears. Mr. Nick Alvarez has told me that Mr. Linstedt has been brought to arbitration previously, with justifiable charges, and the maintenance staff have lost. Curious as to the reason for this, and in complete support for Scott Vanos, I accompanied him to his arbitration meeting on May 6. He postponed the meeting in order to subpoena two of the Church staff. The Church management - the Minister, Business Manager, two Supervisors, and lawyer - were all present, dressed in their Sunday best. Scott, Mr. Alvarez, and I were ushered into a room in which "the lawyer of the day" was sitting. Since I knew that Scott was going to postpone the actual hearing, I asked the lawyer whether he would be the one Scott would have on the new date, and I was told that no one ever knew who the lawyer would be.

I feel very strongly that Union members who go to arbitration against non-Union management are inadequately represented if they meet a lawyer for the first time only minutes before presenting their case before an arbitrator. Two weeks ago I spoke to Mr. Alvarez about this issue, and I understand that Scott Vanos now has a lawyer he can discuss his case with before July 3 and who will be his lawyer at the arbitration. To date a meeting between Scott and Mr. Brian Egan has not been set up, but I will help Scott discuss his case this week with Mr. Egan. I request that you implement a process immediately whereby Union members who are going to arbitration be provided with a lawyer before the arbitration hearing and at least one, if not more, conversation takes place on the facts of the case. Furthermore, this lawyer must be the same person who represents the Union member at the arbitration meeting. To provide a lawyer only the day of the hearing is to give your members unfair legal representation, especially when the opposing party is non-Union management.

I would appreciate very much a response to this letter. Thank you.

Sincerely,

*Elizabeth Combes*