

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND DEPARTMENT

Westchester County Correction Officers Benevolent Ass'n v. County
of Westchester

65 A.D.3d 1226 (2d Dep't 2009) · Decided September 22, 2009

SUMMARY

The court held that the plaintiffs were not required to exhaust the collective bargaining agreement's grievance procedure because retirement benefits were expressly excluded from the agreement's definition of a grievance. It also held that the defendants were collaterally estopped from relitigating the association's standing, the sufficiency of the complaint, and the complete statute-of-limitations defense. However, claims by individual plaintiffs for breaches accruing more than six years before the action commenced were time-barred under CPLR 213(2).

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Department
WRITING FOR THE COURT	Per Curiam; Spolzino, J.P.; Miller, J.; Angiolillo, J.; Dickerson, J.
JURISDICTION	New York
DECIDED	September 22, 2009
DISPOSITION	other
PROCEDURAL POSTURE	Defendants appealed from the portion of an order denying their motion to dismiss an action for breach of a collective bargaining agreement.
STANDARD OF REVIEW	Review of an order determining a motion to dismiss pursuant to CPLR 3211, including review of legal sufficiency, subject matter jurisdiction, collateral estoppel, and statute-of-limitations issues.
PRECEDENTIAL VALUE	published New York Appellate Division opinion
PARTIES	County of Westchester, defendants v. Westchester County Correction Officers Benevolent Association, Inc., Julian Fapp, David Barker

TOPICS

- breach of contract
- collective bargaining
- employee benefits
- statute of limitations
- civil procedure

PRACTICE AREAS

contract law

employment law

civil procedure

municipal law

QUESTIONS PRESENTED

1. Whether the plaintiffs were required to exhaust the collective bargaining agreement's grievance procedure before pursuing claims concerning retirement benefits.
2. Whether defendants were collaterally estopped from relitigating the WCCOBA's standing and whether the complaint stated a cause of action.
3. Whether defendants were collaterally estopped from asserting that the claims by the individual plaintiffs were entirely barred by the six-year statute of limitations.
4. Whether claims by the individual plaintiffs accruing more than six years before commencement of the action were time-barred.

HOLDINGS

1. The plaintiffs were not required to exhaust the grievance procedure because the agreement expressly excluded matters involving retirement benefits from the definition of a grievance.
2. Defendants were collaterally estopped from relitigating whether the WCCOBA lacked standing and whether the complaint failed to state a cause of action.
3. Defendants were collaterally estopped from relitigating whether the individual plaintiffs' claims were entirely barred by the six-year limitations period.
4. Claims by the individual plaintiffs accruing more than six years before commencement of the action were time-barred and had to be dismissed.

KEY QUOTATIONS

“Under the doctrine of collateral estoppel, or issue preclusion, ‘a party is precluded from relitigating an issue which has been previously decided against him [or her] in a prior proceeding where he [or she] had a full and fair opportunity to litigate such issue’” (1227)

“The two elements that must be satisfied to invoke the doctrine of collateral estoppel are that (1) the identical issue was decided in the prior action and is decisive in the present action, and (2) the party to be precluded from relitigating the issue had a full and fair opportunity to contest the prior issue” (1227)

“As a general rule in contract cases, the cause of action accrues and the Statute of Limitations begins to run from the time of the breach” (1228)

FACTUAL BACKGROUND

The plaintiffs brought an action alleging that the County breached a collective bargaining agreement by failing to provide certain retirement benefits. The agreement expressly excluded matters involving retirement benefits from the definition of a grievance. In a prior action involving the WCCOBA and correction officers, the Supreme Court had rejected defendants' challenges to the WCCOBA's standing and the sufficiency of the

complaint and had determined that the continuing alleged violations did not create a complete six-year limitations bar.

PROCEDURAL HISTORY

The Supreme Court, Westchester County, denied defendants' motion to dismiss for lack of subject matter jurisdiction and on collateral-estoppel and statute-of-limitations grounds. The Appellate Division modified the order to dismiss claims by Julian Fapp and David Barker accruing more than six years before commencement of the action, and otherwise affirmed the order insofar as appealed from.

DISPOSITION

other

CASES CITED

- Franklin Dev. Co., Inc. v. Atlantic Mut. Ins. Co., 60 A.D.3d 897 (2009)
- Luscher v. Arrua, 21 A.D.3d 1005 (2005)
- D'Arata v. New York Cent. Mut. Fire Ins. Co., 76 N.Y.2d 659, 664 (1990)
- Kaufman v. Eli Lilly & Co., 65 N.Y.2d 449, 455 (1985)
- CSEA Empl. Benefit Fund v. Warwick Val. Cent. Sch. Dist., 36 A.D.3d 582, 584 (2007)
- Matter of Prote Contr. Co. v. Board of Educ. of City of N.Y., 198 A.D.2d 418, 420 (1993)
- Matter of DeCintio v. Cohalan, 18 A.D.3d 872, 873 (2005)
- Matter of Condo Units v. New York State Div. of Hous. & Community Renewal, 4 A.D.3d 424, 425 (2004)
- State of New York v. CSRI Ltd. P'ship, 289 A.D.2d 394, 395 (2001)
- Scheg v. Agway, Inc., 229 A.D.2d 963 (1996)