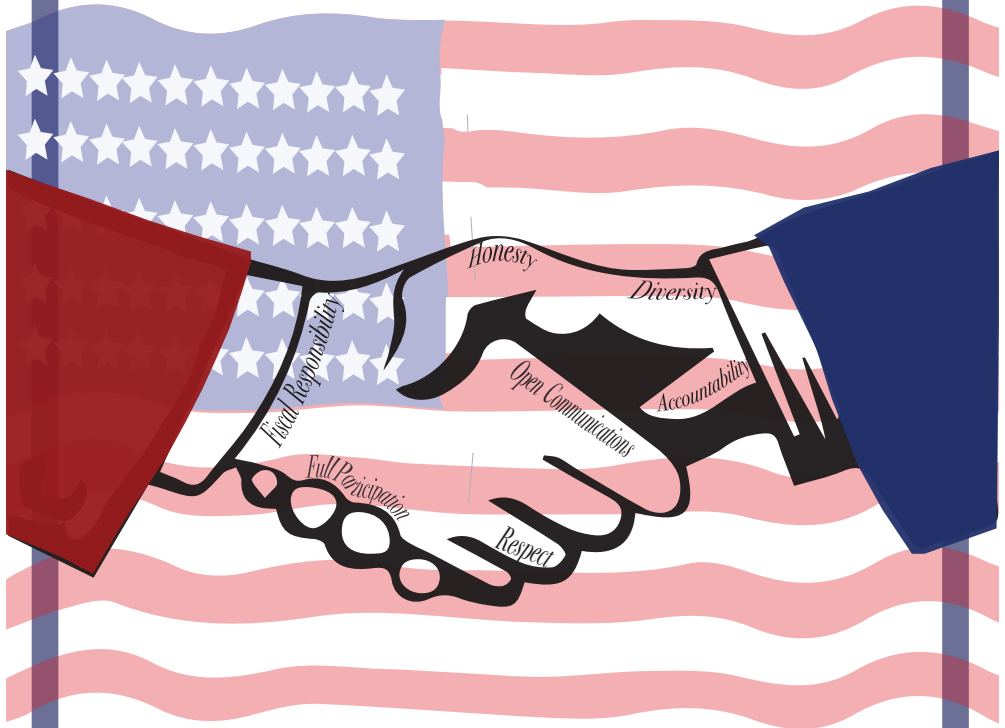


THE ADVOCATE

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CSEA
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Counsel's Corner

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Recent New York Employment Law Updates for 2025

In 2025, New York State has seen a range of significant changes and updates to employment law that will impact workers across various industries. From increases to the minimum wage, to the fairly recent introduction of the Retail Workers Safety Act and paid parental leave, and the sunseting of COVID-19 leave, these developments will shape the landscape of labor rights and protections for union members and workers statewide.

Minimum Wage Increases

Effective January 1, 2025, the hourly minimum wage for the New York metro area, which includes New York City, Westchester and Long Island, will increase from \$16.00 to \$16.50. Wages across the rest of New York State (excluding New York City, Westchester and Long Island) will increase from \$15.00 to \$15.50. Also, effective January 1, 2025, are changes to the tip credit for food service workers. In New York City, Westchester and Long Island, the tip credit for food service workers will be increased from \$5.35 to \$5.50. For service workers, the tip credit will be increased from \$2.65 to \$2.75. Other than New York City, Westchester and Long Island, the tip credit for food service workers in New York will be increased from \$5.00 to \$5.15 and the tip credit for service workers will be increased from \$2.50 to \$2.60.

Salary Exempt Threshold Changes

Employees may be exempt from overtime requirements depending on their job duties. On January 1, 2025, the new weekly minimum salary threshold for exempt status will increase to \$1,237.50 from \$1,200.00 in New York City, Westchester and Long Island. For the rest of New York State, the new weekly minimum salary is \$1,161.65 per week, up from \$1,124.20.

New York Retail Worker Safety Act

On September 5, 2024, Governor Kathy Hochul signed the New York Retail Worker Safety Act (“RWSA”) into law. This law provides protections for retail employees statewide, mandating that New York retailers adopt safety measures to address and prevent workplace violence.

The RWSA has undergone amendments and is now in effect as of June 2, 2025, modifying the original effective date of March 4, 2025. This law requires covered retail employers in New York State to adhere to the provisions of the act, including implementing workplace violence prevention policies and training programs. Employers with 50 or more retail employees must provide training upon hire and annually thereafter, while employers with fewer than 50 employees must offer training upon hire and every two years.

Specifically, the law requires that all applicable New York retailers are to develop and implement a workplace violence prevention policy, conduct workplace violence prevention training and provide retail employees with access to silent response buttons. While the initial bill included panic buttons, the amendment replaced this with silent response buttons, which alert management or security on-site instead of directly contacting law enforcement.

Furthermore, the Act requires a workplace violence prevention policy that: (1) outlines a list of factors or situations in the workplace that might place retail employees at risk of workplace violence; (2) outlines methods that the employer may use to prevent incidents of workplace violence; (3) includes information

concerning the federal and state statutory provisions concerning violence against retail workers and remedies available to victims of violence; and, (4) states that retaliation against individuals who complain of workplace violence, or who testify or assist in any investigation is unlawful. The Act also requires a workplace violence prevention training program providing, among other things, information on the requirements under the law, active shooter drills and training on areas of previous security problems.

End of COVID-19 Paid Sick Leave

COVID-19 Paid Sick Leave expired on July 31, 2025. After July 31, 2025, employees will need to use existing paid leave, such as New York State's Paid Sick Leave or New York City's Earned Safe and Sick Time to manage care or isolate for COVID-19.

Paid Prenatal Leave

Effective January 1, 2025, employers are required to provide employees with 20 hours of prenatal personal leave during any 52-week calendar period. Paid prenatal leave is to be provided in addition to other existing sick leave. The 52-week leave period begins on the first day the prenatal leave is used.

The leave may be taken for health care services such as physical examinations, medical procedures, monitoring and testing and discussions with health care providers related to pregnancy. Paid prenatal leave may be taken in and must be paid in one-hour increments. Additionally, the use of the language "their pregnancy" indicates the law covers only pregnant employees and not spouses. The law does not state employees must work for a specified period of time before being eligible for prenatal leave. Employers are not required to pay an employee for unused paid prenatal leave upon termination, resignation or other separation from employment.

DISCIPLINARIES



State Disciplinaries:

Office for People with Developmental Disabilities (Arbitrator Deinhardt) Matter No. 25-0040

The Grievant, a Direct Support Assistant with no prior disciplinary record, was suspended, issued a NOD, and terminated for physically shoving and placing hands around the neck of an individual he was responsible for, as well as for failing to use de-escalation techniques or follow that individual's behavioral support plan while the individual was exhibiting behavioral issues. The Arbitrator found that the State failed to meet its burden of proof regarding the charges against the Grievant and therefore ordered the Grievant to be reinstated with full back pay and made whole for all losses.

Office of Mental Health (Arbitrator Riegel) Matter No. 24-0504

The Grievant, a Mental Health Therapy Aide, was suspended without pay and issued a NOD seeking her termination as a result of general allegations that she shoved a service recipient and also failed to maintain professional boundaries with her. The Arbitrator determined that the State met its burden of proving the guilt of the Grievant with respect to all but one of the charges. Specifically, much weight was given to the testimony of the service recipient's doctors, as well as her medical records, because they showed that the service recipient had reported that the Grievant physically abused her, gave her gifts, and promised to adopt her and be her mom. The Grievant had also been exposed to the disciplinary process three times in approximately two years, which resulted in her serving two significant suspensions. Consequently, the Arbitrator upheld the penalty of termination and determined that the State had probable cause to suspend the Grievant.

Local Disciplinaries:

**Town of Moreau
(Arbitrator Hoffman)
Matter No. 24-0938**

The Grievant, a Laborer, was issued a NOD imposing a 1-year suspension without pay as a result of general allegations that he sent private text messages while on duty, drove a Town vehicle for personal reasons, slept while on duty, and created an intimidating presence at work by threatening his coworkers with retaliation and physical violence. The Arbitrator determined that the Grievant was guilty of sending text messages while on duty and driving a Town vehicle for personal reasons, but dismissed the other charges because there was insufficient evidence to establish that he was sleeping while on duty, as well as conflicting witness testimony regarding whether he created an intimidating presence at work. The Grievant was also not given an opportunity to meet with the Town prior to the issuance of the charges, and the Town failed to apply its work rules in an even-handed manner. Accordingly, the Arbitrator substituted a 10-day suspension without pay in lieu of the 1-year suspension without pay.

**Rockland County Department of Social Services
(Arbitrator Scheinman)
Matter No. 24-0909**

The County suspended Grievant, a Social Welfare Examiner, for thirty days relating to an incident where Grievant allegedly failed to return to her work location after a training seminar. Grievant's supervisor had told Grievant to report back to the work location after training or charge a half day of accruals. Grievant texted her supervisor that she would be staying late after the training and her supervisor never responded. The arbitrator found that the Grievant committed misconduct, but the thirty-day penalty was too severe. The suspension was reduced to fifteen days.

**Erie County Medical Center Corporation (“ECMCC”)
(Arbitrator Rinaldo)
Matter No. 24-0312**

The Grievant, a Respiratory Care Practitioner with prior disciplinary history, was issued a NOD and terminated for alleged unprofessional conduct during a patient interaction. The Arbitrator found that ECMCC failed to meet its burden of proof in establishing misconduct, as the allegations were based primarily on hearsay evidence. Therefore, the Arbitrator granted the grievance and ordered that the Grievant be reinstated with full back pay and benefits, subject to offset for interim earnings or unemployment benefits.

**Erie County Medical Center Corporation (“ECMCC”)
(Arbitrator Selchick)
Matter No. 24-0127**

The Grievant, a Licensed Practical Nurse since June 2019 who was assigned to the Terrace View Long Term Care Facility, was issued a NOD and terminated for engaging in a physical altercation with a resident. The Arbitrator found the Grievant guilty of misconduct, as the “video evidence depicts the Grievant essentially assaulting the patient” and that there was “no evidence in the record...that mitigates the Grievant’s conduct.” The Arbitrator therefore denied the grievance and found that ECMCC’s decision to discharge the Grievant was in accordance with the CBA.

**Yonkers City School District
(Hearing Officer Ponzini)
Matter No. 24-0971**

Section 75 charges were filed against a Food Service Worker for multiple acts of misconduct involving inappropriate interactions with students during work hours, including offering money, making suggestive comments, violating the District’s non-fraternization policy, and disregarding supervisory directives. The Hearing Officer found the employee guilty of all charges and,

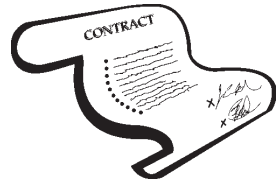
given the seriousness of the conduct and involvement with minors, recommended termination.

Private Sector Disciplinaries:

Lifespire, Inc.
(Arbitrator Nadelbach)
Matter No. 24-0983

The Grievant, a Direct Support Provider, was issued a NOD imposing termination as a result of general allegations that she was sleeping during her shift. The Arbitrator determined that there was just cause to terminate the Grievant because the evidence in the record reflected that she was sleeping for over two hours during her shift, thereby violating the Employer’s Handbook and committing a “Major Incident” under the terms of the parties’ agreement. As such, the disciplinary grievance was denied.

**CONTRACT
GRIEVANCES:**



State Grievances:

New York State Thruway Authority
(Arbitrator Gavin)
Matter No. 23-0940

CSEA alleged that the New York State Thruway Authority (“Authority”) violated the parties’ CBA when it hired a new bargaining unit member and set his compensation at the Step 1 Rate, rather than at the Hiring Rate. Although the Arbitrator noted that there is no ambiguity in what the term “Hiring Rate” means, she also determined that the Authority never bargained away its managerial right to hire new employees at what level and rate it deems appropriate based on operational needs. Furthermore, she found that hiring above the Hiring Rate was not expressly prohibited by the CBA. As such, the grievance was denied.

Local Grievances:

Mount Vernon Public Library

(Arbitrator Berman)

Matter No. 24-0265

After the Arbitrator sustained the subject out-of-title grievance, the parties could not agree on the pay adjustment that was due to the Grievant, so the Arbitrator's assistance was requested. The Arbitrator then determined that the Grievant was entitled to receive \$10,501.00, based on the top step of the parties' salary schedule for the Librarian I position, for the out-of-title work he performed while employed as a Principal Library Clerk.

North Tonawanda City School District

(Arbitrator Gelernter)

Matter No. 24-0781

CSEA alleged that the North Tonawanda City School District ("District") violated the parties' CBA when it failed to pay the Grievants, at the time of their separation from District employment during the 2023-2024 fiscal year, for accrued vacation days that they could have used during the 2024-2025 fiscal year. The Arbitrator sustained the grievance because the plain meaning of the CBA's unambiguous requirement for compensation based on "days earned during the fiscal year in which the separation occurred" was that the District must pay its employees for the vacation days they accrued during the last fiscal year in which the employees worked, plus the evidence clearly reflected the District's prior, years-long practice of paying its employees for vacation days earned during the last fiscal year of employment. Consequently, the Arbitrator ordered that the District pay each Grievant for the pro rata share of vacation days they had accrued during the last fiscal year in which they worked.

Dutchess County
(Arbitrator Siegel)
Matter No. 24-0389

CSEA filed a contract grievance alleging that the County violated the CBA by failing to credit the Grievant with her prior County service from 2005 to 2019 for purposes of determining eligibility for longevity pay after she was rehired in 2022 to a different title. The Arbitrator found the grievance timely under the CBA's "continuing violation" clause and sustained the grievance, holding that the CBA requires longevity to be based on total years of County service, not continuous service in a specific title. The Arbitrator, therefore, ordered the County to recognize the Grievant's prior service from 2005 to 2019 for purposes of calculating longevity and to make her whole by issuing all retroactive and prospective longevity payments, commencing 20 working days prior to the filing of the grievance.

Town of Newburgh
(Arbitrator Siegel)
Matter No. 24-1015

CSEA alleged that the Town of Newburgh ("Town") violated the parties' CBA when it awarded the Water Maintenance Worker ("WMW") position to the successful candidate. The Arbitrator denied the grievance because the evidence submitted at hearing did not demonstrate that the Grievant was as equally qualified for the WMW position as the successful candidate. Specifically, the successful candidate possessed the required working knowledge and experience associated with the WMW position, while the Grievant did not. Furthermore, because the job candidates were not equally qualified, the Arbitrator determined that a review of their relevant seniority was not required by the parties' CBA.

Town of Newburgh
(Arbitrator Siegel)
Matter No. 24-1017

CSEA filed a contract grievance alleging that the Town violated the CBA by assigning all out-of-title Heavy Equipment Operator work to a single Motor Equipment Operator (“MEO”) instead of rotating the assignments among multiple MEOs. The Arbitrator denied the grievance, finding that the CBA’s out-of-title work provision does not require rotation, and that CSEA’s claim regarding a violation of the past practice clause was not properly raised prior to arbitration and therefore could not be considered.

City of Auburn
(Arbitrator Hoffman)
Matter No. 25-0116

CSEA filed a contract grievance alleging that the City of Auburn violated the CBA by passing over Grievant for promotion to the position of Labor Foreperson. The Union argued that the Grievant had more seniority, relevant experience, and certifications than the candidate who was chosen for the position, and that the Grievant was passed over due to anti-union animus based on the Grievant’s union activities and that the questions asked during the interview process were “geared towards the chosen candidate’s skills”. Ultimately, the Arbitrator determined that the Union failed to establish a violation of the CBA based on the applicant’s scores relating to the contractual rubric. There was no evidence of bias/animus in the interview questions or their application.

City of Troy
(Arbitrator Mayo)
Matter No. 24-0861

CSEA alleged that the City of Troy (“City”) violated the parties’ CBA and a 2015 Settlement Agreement when it failed to include the Grievant’s years of service as a part-time City Councilperson for the purpose of determining her eligibility for City-provided

health insurance benefits in retirement. The Arbitrator found that the 2015 Settlement Agreement provided for longevity and vacation benefits, but that health insurance benefits were not mentioned. Furthermore, the 2015 Settlement Agreement noted that only service in a full-time position would count towards the calculation of longevity and any other contractual benefits related to an employee's length of service with the City. As such, the grievance was denied.

Nassau County
(Arbitrator McCray)
Matter No. 24-0377

CSEA filed a contract grievance alleging the County violated the CBA by placing less senior Legal Secretary IIs on Salary Plan D at Step 11 when promoted to Legal Secretary III, while more senior Legal Secretary IIs on Plan C were placed at lower steps when promoted to Legal Secretary IIIs, resulting in lower pay for the more senior Legal Secretary IIIs. The Arbitrator denied the grievance, finding that although the outcome is unfortunate, the County's actions were consistent with the clear language of the CBA.

Private Sector Grievances:

Pinnacle Community Services
(Arbitrator Rinaldo)
Matter No. 24-1006

CSEA alleged that Pinnacle Community Services ("Pinnacle") violated the parties' CBA when it contracted out the duties of the Grievant to ProNexus and terminated her employment. The Arbitrator sustained the grievance because the evidence submitted at hearing did not demonstrate that it was "necessary" for Pinnacle to outsource the Grievant's duties in order to address its financial concerns, which was required by the CBA. As such, the Arbitrator directed Pinnacle to cease and desist continuing its contract with ProNexus to the extent that the contract resulted in the removal

of the bargaining unit work performed by the Grievant from the bargaining unit, to appropriately compensate the Grievant, and to restore the Grievant to her position if she so chose.

SECTIONS 72 AND 73:

**Department of Corrections and Community Supervision
(Hearing Officer Klein)
Matter No. 24-0861**

Hearing Officer Klein determined that the State complied with Section 72 when it placed the member on involuntary leave following an examination that found her unfit to work as a Licensed Practical Nurse (“LPN”) at the Fishkill Correctional Facility (“Facility”) due to her uncontrolled diabetes. Specifically, the expert testimony submitted by the State demonstrated that the member had extremely high and dangerous levels of A1C and glucose, as well as abnormally high levels of ketones and protein, which could lead to symptoms that put her, incarcerated individuals, and fellow staff in danger. This formed the basis of the expert’s uncontroverted opinion that the member was unfit to perform her duties as a LPN at the Facility. Hearing Officer Klein also determined that the State complied with Section 73 when it terminated the member’s employment after she was continuously absent for one year or more as a result of her diabetes.

JUSTICE CENTER:

**Office for People with Developmental
Disabilities
(ALJ Requets)
Matter No. 24-0173**



Subject, a Direct Support Assistant (“DSA”), was substantiated for Category 2 Neglect relating to an incident where Subject allegedly failed to properly secure a service recipient. The Subject argued that

she believed the driver of the vehicle, another DSA, was responsible for ensuring the service recipient was properly secured. However, OPWDD vehicle safety policies state that it is the responsibility of all staff to properly secure the service recipient. The ALJ found that the Subject's conduct was likely to cause physical injury to the service recipient. Therefore, the Category 2 Neglect charge remained substantiated.

OCFS:

**Office of Children and Family Services
(ALJ Ferro)
Matter No. 25-0241**

By letter dated February 25, 2025, the Division of Child Care Services of the State Office of Children and Family Services advised Appellant that it had determined to seek revocation of Appellant's license to operate a day care center. On May 1, 2025, Appellant entered into a Stipulation of Settlement specifying conditions which, if satisfied by Appellant, would result in OCFS withdrawing the revocation action. Appellant's counsel advised the ALJ that Appellant had satisfied the conditions and OCFS therefore withdrew the revocation action without prejudice.

**Office of Children and Family Services
(ALJ Jones)
Matter No. 24-0977**

An indicated report of maltreatment and/or abuse was filed against a day care operated by Appellant, concerning an incident where a day care volunteer allegedly accidentally tripped and fell while holding a seven-month-old day care child. However, the Appellant was not present when the volunteer fell while holding the child. The child was taken for medical examination which revealed three corner fractures in the child's leg in various states of healing. The treating physician reported that the healing fractures were not caused by the fall at issue. The ALJ found that the Agency did not

prove the Appellant had committed maltreatment and/or abuse and the indicated report was amended to reflect that the Appellant is not a subject of the report.

Office of Children and Family Services

(ALJ Monwe)

Matter No. 25-0422

The Suffolk County Department of Social Services did not prove that the Appellant committed the alleged maltreatment and/or abuse. As such, the ALJ determined that the Central Register report would be amended to reflect that the Appellant is not subject of the indicated report.

PERB DECISIONS:



Staff Decisions:

CSEA v. Mount Vernon Public Library (“MVPL”)

(ALJ Leibowitz)

Matter No. 24-0642

CSEA filed an improper practice charge alleging that the MVPL violated §§ 209-a.1(a) and (c) of the Taylor Law when it issued a NOD to the CSEA Unit Vice President and editor of CSEA’s MVPL Facebook page, seeking her termination for posting on the CSEA Facebook page a video of the MVPL Board of Trustees’ Executive Session, which was held via Zoom and left streaming and accessible to the public. The ALJ agreed with CSEA, finding that MVPL violated the Taylor Law when it issued the NOD. As a result, the ALJ ordered MVPL to rescind the NOD and expunge it from her personnel record, make her whole for any lost wages and benefits, stop interfering with and discriminating against her for engaging in protected activity, and post a notice in all locations customarily used to post notices to bargaining unit employees.

**CSEA v. Cairo-Durham Central School District
(ALJ Parker)
Matter No. 23-0208**

The ALJ dismissed CSEA’s improper practice charge alleging that the Cairo-Durham Central School District (“District”) violated the Public Employees’ Fair Employment Act (“Act”) by engaging in bad faith bargaining. The ALJ did not agree that the Act was violated when, during negotiations for a new contract, the District resurrected Proposal No. 8, which would allow it to hire new employees and place them at a higher salary grade than the starting salary, although this language had been previously rejected by CSEA, and then hired a new unit employee at the highest salary grade after the new contract was ratified, even though the new contract did not include the proposed language. The ALJ determined that the foregoing constituted “one isolated act” which did not properly address the District’s overall conduct during the course of negotiations, and that the District conveyed a reasonable rationale for its actions by taking the position that it believed the foregoing language was consistent with the parties’ prior practice.

COURT CASES:

**CSEA v. Town of Smithtown
(Hon. Napolitano)
Matter No. 24-0999**



CSEA filed an Article 78 petition seeking an order vacating the Town of Smithtown’s order which terminated the Town’s agreements with Emblem Health Plan. CSEA argued that the Town violated Public Officers Law §103(e) by not publishing documents being considered in relation to the subject resolution at least 24 hours prior to the vote to approve the resolution. The Town argued that, given the circumstances, more advanced notice was not practicable. The Court found that Emblem’s notice, which notified the Town of the concerns they used as justification for ending the agreement, was received two weeks before the meeting at which

the resolution was determined. Therefore, the Court found that the Town had violated the Open Meetings Law and the resolution was vacated.

