THE ADVOCATE

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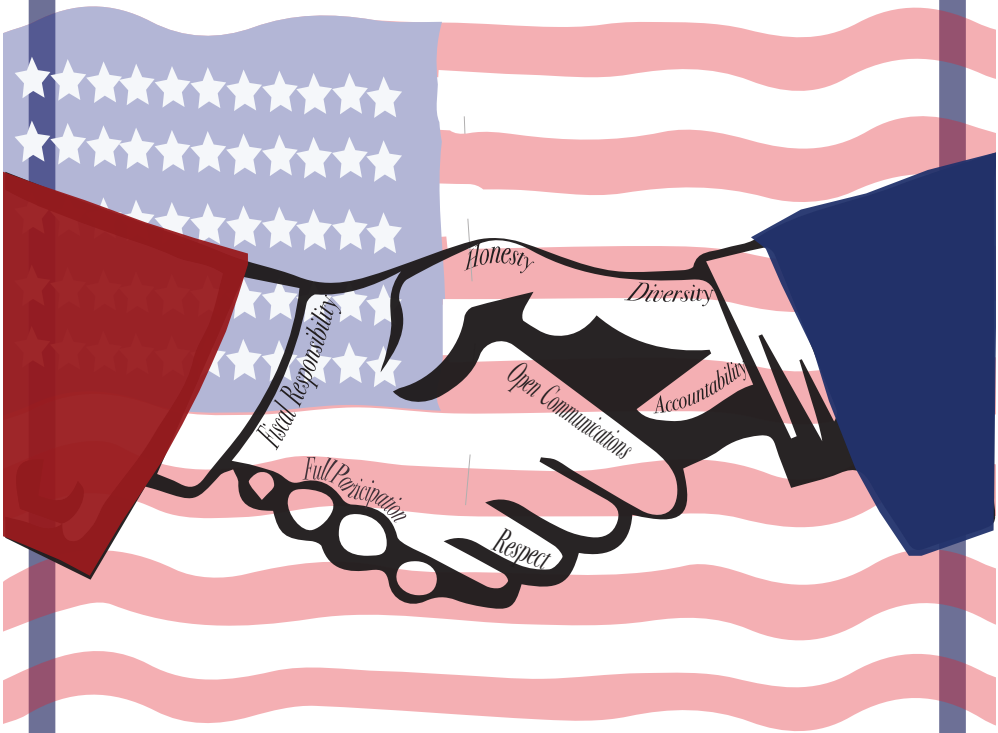

CSEA
NEW YORK

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New York State Expands Employment Discrimination Claims By Amending the Human Rights Law to Include Disparate Impact

On December 19, 2025, Governor Hochul signed legislation amending New York State's Human Rights Law to recognize disparate impact as a basis for discrimination claims. This means an employer may now be liable for discrimination even when a policy is neutral on its face and there is no discriminatory intent, if the policy results in a disproportionate negative effect on a protected group. This change took effect immediately and applies to any discriminatory conduct occurring on or after December 19, 2025.

Under the amendment and in the employment context, an employer may allow a policy or practice for a particular job or position. Examples may be: a height or strength requirement that may disproportionately exclude women or certain racial/ethnic groups; or, strict weekend or evening scheduling rules which may disproportionately exclude certain religions. Now, it may be unlawful discrimination if the discriminatory effect of the policy or practice "actually or predictably" creates a disparate impact on a group of individuals because they are a member of a protected class.

Under this new legislation, a complainant/employee would need to prove that the practice caused or predictably will cause a discriminatory effect. Once the employee has met that burden, the employer would then need to show that the practice is job-related to the position and consistent with

business necessity. If the employer demonstrates the need for the policy or practice, the employee may still prevail if they can prove that the business necessity could be served by a different practice with a less discriminatory effect.

As an employee, it's important to know that even workplace policies that seem fair and neutral can still be considered discriminatory if they end up having a greater negative impact on certain protected groups. This can include things like hiring requirements, background checks, compensation structures and scheduling rules. If any of these policies affect certain groups more than others, the employer may need to show that these practices are truly necessary for the job and supported by legitimate business reasons.

Labor Unions and Local Lawmakers are Urging Governor Hochul and the State Legislature to Enact "New York For All Act."

For a year, labor unions representing hundreds of thousands of workers across New York State have been urging Governor Hochul and the New York State Senate and Assembly to pass the New York For All Act and to protect immigrant families from mass deportation. The New York For All Act would prohibit local and state agencies from supporting federal agencies like U.S. Immigration and Customs Enforcement ("ICE"), preventing them from furnishing sensitive data or other collaboration and utilizing state funds and resources toward federal immigration enforcement. This legislation would also limit federal immigration agents from accessing non-public state and local property without a signed judicial warrant.

Labor unions continue to warn lawmakers that ongoing ICE raids are creating fear among workers, leading to lower attendance and disruptions in essential services. However, despite these concerns, it remains unclear what will happen with the New York for All Act. At this time, the legislation's future is uncertain, as lawmakers have not determined whether it may be passed as written, revised or set aside altogether. We will continue to review and monitor the status of this legislation as developments occur.

DISCIPLINARIES

State Disciplinaries:

NYS DOCCS
(Arbitrator Rinaldo)
Matter No. 25-0938

A Cook received disciplinary charges based on criminal charges stemming from a domestic incident that occurred outside of the workplace. At the hearing, the member admitted guilt and agreed to a settlement that included paying a fine and requiring that he attend alcohol counseling and complete an anger management course.

New York State Veterans Home at Montrose
(Arbitrator Siegel)
Matter No. 25-0698

A Certified Nursing Assistant was served a termination NOD for violating restraint policies by forcibly restraining a resident after being ordered to do so. The Arbitrator found that the member could not be expected to refuse an ostensibly lawful order from a supervisor with greater medical training and authority. However, the member was found guilty of failing to report the incident and failing to take steps to preserve the resident's dignity after the restraint. The Arbitrator reduced the penalty to a letter of reprimand.

Goshen Secure Center
(Arbitrator Riegel)
Matter No. 25-0661

A Youth Support Specialist was served a termination NOD after being accused of coercing an underage resident into sexual intercourse and supplying them with contraband. In a strongly worded opinion, the Arbitrator took umbrage with OCFS' choice to provide no evidence beyond the hearsay statements of the accuser,

who was not called, and reinstated the member with full backpay and benefits.

Finger Lakes Residential Center
(Arbitrator Drucker)
Matter No. 25-0085

A Youth Support Specialist was served a termination NOD after getting into a physical altercation with a resident while playing touch football. The Arbitrator found the member guilty of some, but not all charges – finding that the member was correct to physically restrain the youth but did so using an improper technique. After an extensive discussion, including noting that the member had been placed on the JC Staff Exclusion List, the Arbitrator reduced the penalty to a three-month suspension.

Long Island DDSO
(Arbitrator Siegel)
Matter No. 25-0687

A Direct Support Assistant since 2023, with a prior Letter of Reprimand, was suspended and issued a NOD seeking termination for failing to follow incident reporting procedures, failing to ensure timely medical treatment, and striking an individual in her care. The Arbitrator found the Grievant guilty of three of four charges and dismissed one charge, determined that termination was excessive, imposed a suspension without pay from May 23, 2025, through January 7, 2026, ordered reinstatement with back pay and benefits beginning January 8, 2026, and found that the State had probable cause to suspend the Grievant.

NYS Unified Court System
(Hearing Officer Fitzsimmons)
Matter No. 24-0893

A Clerical Assistant was served a termination NOD following a meeting with his supervisors over an unrelated complaint against him. At the meeting, he became agitated and profane. The Hearing

Officer found the member guilty but recommended a suspension to date based upon several mitigating factors including the member's clean record and since treated mental health issues.

Office for People with Developmental Disabilities
(Arbitrator Hyland)
Matter No. 25-0991

A Developmental Assistant 3 was suspended without pay and issued a NOD seeking her termination for acting inappropriately and calling a subordinate employee a "weak bitch" after the employee reported that she had recently experienced domestic violence. The Arbitrator found that OPWDD failed to meet its burden with respect to suspending the Grievant without pay because she continued to work for 11 months after the incident without issue before she was suspended. The Arbitrator further found the Grievant guilty of the charges because she conceded that she spoke inappropriately to the employee and even testified that she would engage in this behavior again if necessary. Termination was not an appropriate penalty, however, as the Grievant was a 27-year employee with a clean disciplinary record. Instead, a 5-day suspension was appropriate.

Office for People with Developmental Disabilities
(Arbitrator Panepento)
Matter No. 25-0494

A Developmental Support Assistant was suspended and issued a NOD seeking termination for sleeping on duty, reporting to work under the influence of alcohol, refusing alcohol testing, and other related misconduct. The Arbitrator found the Grievant guilty of four of the six charges, upheld the termination as appropriate, and determined that the State had sufficient probable cause to suspend the Grievant.

Office of Mental Health
(Arbitrator Simmelkjaer)
Matter No. 25-0328

A Secure Care Treatment Aide 1 was suspended without pay and issued a NOD seeking his termination as a result of off-duty behavior which ultimately led to criminal charges. While the Arbitrator concluded that the Grievant was guilty of the charges in the NOD, he took into consideration the fact that the Grievant sought mental health treatment, showed remorse for his actions, had his criminal charges dismissed and had since been found fit for duty by EHS. The Arbitrator modified the penalty to a period of unpaid suspension and reinstatement to work on a last chance basis.

Office of Mental Health
(Arbitrator Rinaldo)
Matter No. 25-0329

A Secure Care Treatment Aide 1 was suspended without pay and issued a NOD seeking his termination for failing to utilize appropriate deescalation techniques with a resident, then punching him in the face and reporting inaccurate information about the incident. The Arbitrator dismissed the first and last charges because video evidence showed that the Grievant appropriately attempted to employ deescalation techniques in order to calm the resident down, and because the written statement recorded by the Safety and Security Officer which was attributed to the Grievant was not signed by him and had not been offered to him for review prior to the hearing. While the Arbitrator sustained the second charge, he determined that the Grievant acted in self-defense, and that his work record reflected that this behavior was unlikely to be repeated. The Arbitrator modified the penalty to a period of unpaid suspension to run from the date Grievant was suspended until he was restored to the workforce. The suspension was upheld because OMH had been in possession of information that the Grievant used improper physical force, which met the standards required by the parties' collective bargaining agreement.

Hudson Valley DDSO
(Arbitrator Stein)
Matter No. 25-0628

A Direct Support Assistant was served with a termination NOD following an accusation that he had touched a service recipient's genitals while adjusting her clothing. The Arbitrator found the service recipient's accusation incredible but agreed with the Agency that adjusting female service recipient's clothing was a violation of policy. On that ground and the member's checkered employment history, the Arbitrator upheld the dismissal.

Local Disciplinaries:

Nassau County
(Arbitrator Siegel)
Matter No. 25-0821

The Arbitrator issued a Consent Award resolving a disciplinary grievance seeking termination. The Grievant's termination was converted to a suspension without pay from July 24, 2025, through December 11, 2025, after which she would be reinstated to a comparable position with pay and benefits. She will serve a one-year special evaluation period, extended for absences of more than three consecutive days. If she is absent 13 or more days in the first six months or 26 or more days in the year, the County may seek termination, which the Arbitrator must impose, except for absences due to workers' compensable injuries.

City of Norwich
(Arbitrator Cassidy)
Matter No. 24-0913

A Motor Equipment Operator 2 was suspended for five days following a no-call absence after he had exhausted his accruals. The Arbitrator found that the member had failed to alert his supervisors as required in the CBA, and that, while there had been some miscommunication about the member's request to miss work, the

member had reasonable notice that he needed to attend work on the day in question and failed to do so. The penalty of a five-day suspension was upheld.

City of Beacon
(Arbitrator Selchick)
Matter No. 25-0288

A Maintenance Worker was issued a NOD with a 10-day suspension for insubordination for failing to follow two separate directives by his supervisor to operate a sweeper. The Arbitrator found that the charge of misconduct had been fully established and therefore found that there was no reason to disturb the ten-day suspension imposed by the City.

Erie County
(Arbitrator Foster)
Matter No. 24-0141

A Detention Facility Supervisor, the director of the County's Youth Detention Center, was suspended for two weeks for ordering the release of a youth offender after a clerical error, leading to the offender absconding from custody and disappearing. The Arbitrator found the member guilty, and the penalty appropriate.

Rockland County
(Arbitrator Nadelbach)
Matter No. 25-0610

A Social Welfare Examiner (Spanish Speaking) was issued a NOD seeking her termination as a result of allegations that she engaged in various discriminatory acts including using discourteous language on multiple occasions, including racial slurs, making offensive comments about staff members and clients regarding their abilities and appearance, and creating a hostile work environment for coworkers she perceived as having complained to management about her behavior. The Arbitrator upheld the charges and the penalty of termination because the Grievant's denials were

thoroughly implausible and multiple witnesses for the County testified consistently to the Grievant's behavior.

Tompkins County
(Arbitrator Gorman)
Matter No. 25-0515

A Dispatcher was issued a NOD and terminated for multiple instances of unauthorized access to confidential law enforcement records for personal reasons. The Arbitrator denied the grievance, finding the Grievant guilty of the charged misconduct. He further found that there was just cause for termination, as the Grievant's actions irrevocably breached the trust required to handle confidential information.

Private Sector Disciplinaries:

Auxiliary Services Corporation of SUNY Cortland
(Arbitrator Trachtenberg)
Matter No. 25-0820

A Cook with ten years of service was terminated and issued a NOD after he was alleged to have punched an oven. The Arbitrator sustained the grievance, finding that there was no just cause to terminate the Grievant, and ordered the Grievant to return to work with back pay and any accruals for the period the Grievant had been out of work.

SECTION 75

City of Kingston
(Hearing Officer George)
Matter No. 25-0862

A Tree Maintenance Technician was issued a NOD seeking his termination due to allegations of time and attendance abuse and misuse of a City vehicle. The Grievant's time records confirmed

that he was late on multiple occasions and the Grievant admitted to failing to document his absences in the City's timekeeping system. The Grievant also got into a motor vehicle accident during an unauthorized trip which he reported to a City employee, but not his supervisor as required by City rules. The Arbitrator upheld all of the charges and recommended termination as the appropriate penalty.

Yonkers City School District
(Hearing Officer Bernstein)
Matter No. 25-0750

A School Aide was terminated for repeated absenteeism and incompetence. The Arbitrator found the evidence of the member's repeated absences and their effects on the school's special education program compelling and ruled that the member's testimony was unreliable at best. The District made no recommendation for penalty prior to the hearing, and the Hearing Officer ruled that termination would be appropriate.

City of Mount Vernon
(Hearing Officer Riegel)
Matter No. 24-0482

A Laborer was terminated for participating in a scheme to smuggle cannabis into the municipal jail. In a Section 75 hearing, the hearing officer found the evidence against the member overwhelming and recommended termination.

JUSTICE CENTER

Office of Mental Health
(ALJ Requets)
Matter Nos. 25-0941

The Subject, a Mental Health Therapy Aide received a substantiated report of Category 2 neglect for failing to properly supervise the

service recipient, who swallowed the earpiece of her eyeglasses when the Subject stepped out of the bathroom for five seconds to request another MHTA to bring toilet paper. The ALJ determined that, under these circumstances, the Subject cannot be found to have breached her duty, and therefore the report was amended to "unsubstantiated" and sealed.

Office for People with Developmental Disabilities
(ALJ Nasci)
Matter No. 24-0631

The Subject, a Mental Health Therapy Aide, received a substantiated report of Category 1 psychological abuse, Category 1 neglect, and Category 3 physical abuse. The Justice Center filed a collateral estoppel motion seeking to prevent the Subject from relitigating the findings of fact made by an Arbitrator at a disciplinary grievance hearing, thereby upholding the report in its entirety without the need for an administrative hearing. CSEA opposed the motion. The ALJ granted the motion in part and denied it in part, allowing an administrative hearing to proceed and finding that the Justice Center still must prove many elements of all three allegations, including the appropriateness of each Category 1 designation.

Office for People with Developmental Disabilities
(ALJ Rocco)
Matter Nos. 25-0651

The Subject, a Direct Support Assistant, received a substantiated report of Category 2 neglect for failing to properly supervise the service recipient when the service recipient expressed suicidal thoughts and entered the kitchen, resulting in the service recipient obtaining a knife. The ALJ determined that the Justice Center proved by a preponderance of the evidence that the Subject's actions constituted neglect and further held that the conduct was properly categorized as Category 2.

Office for People with Developmental Disabilities
(ALJ Requets)
Matter No. 25-0957

A Direct Support Professional was charged with Category 2 and Category 3 violations after leaving a service recipient unattended for seven minutes while assigned to him on a one-to-one watch. The service recipient eloped from the IRA and was found by a community member running on a roadside. The ALJ found that the Justice Center met its burden and denied the request for amendment and sealing.

CONTRACT GRIEVANCES

Local Grievances:

Town of Orangetown
(Arbitrator Berman)
Matter No. 25-0082

A member filed a grievance after discovering he had not been credited sick leave for time he spent on an extended vacation. The central issue was whether vacation time counted as a paid leave of absence per the CBA. The Arbitrator believed that although by its plain meaning, a vacation was a paid leave of absence, the past practice of crediting sick leave presented by the Union was credible. The member was awarded his sick leave.

Nassau County
(Arbitrator McCray)
Matter No. 22-0768

CSEA filed a class action grievance after the County allowed public access to a maintenance facility, leading to members of the public interfering with CSEA members while they worked. The Arbitrator found that the County had violated the CBA and ordered the County to install an automated gate to secure the entrance to the facility.

Lakeland Central School District
(Arbitrator Cole)
Matter No. 24-0484

CSEA filed a grievance after the District unilaterally implemented a remote workday, preventing member bus drivers from working and sending them home without compensation. The Arbitrator found in favor of the District. The shift to remote learning was made in anticipation of inclement weather, and the CBA did not bar such a unilateral declaration.

City of Norwich
(Arbitrator Crangle)
Matter No. 23-0773

CSEA filed a grievance after several members were reclassified and not paid the correct rate of pay based on their years of service with the City. The Arbitrator ruled in the City's favor, finding that under the CBA the correct measure of longevity was time in each position, not total service.

City of Long Beach
(Arbitrator Gaines)
Matter No. 25-0313

CSEA filed a grievance alleging that the City violated the CBA by paying the Grievant a Grade-18 salary instead of a Grade-27 salary for a period of 12 days. The Arbitrator denied the grievance, finding that the City did not violate the CBA because the Grievant did not perform duties that "were outside the scope of, or not contained within," her job specification.

St. Lawrence County
(Arbitrator Whelan)
Matter No. 25-0540

The member filed a grievance after her request for a flexible work schedule, defined by the CBA, was denied. The Arbitrator found

that the Union failed to establish a violation of the contract, particularly as the relevant provision, Article V, Section 1, gave management wide latitude to grant or deny a flexible work schedule.

Yonkers City School District
(Arbitrator Biren)
Matter No. 24-0738

CSEA filed a grievance alleging that the County violated the CBA when the Grievant, a Custodial Worker, performed for one day the duties of an absent Building Custodian II without additional compensation. The Arbitrator denied the grievance, finding that the weight of the evidence did not establish that the Grievant was assigned any Building Custodian II duties on that day. The work was assigned to another employee, who received out-of-title compensation, and therefore, the Grievant was not entitled to additional pay.

Nassau County Board of Elections
(Arbitrator McCray)
Matter No. 24-0539

CSEA filed a grievance alleging that the County violated the CBA and MOA by calculating retroactive wage increases without including BOE-directed raises received after July 1, causing employees to receive only part of the MOA increase for the year, with the remainder unpaid once their December BOE raise pushed their salary above the July 1 MOA amount. The Arbitrator denied the grievance, finding that the MOA-required increases to be applied to the July 1 wages and that the County applied them consistently.

Nassau County
(Arbitrator Drucker)
Matter No. 24-0718

CSEA filed a contract grievance alleging that the County violated the CBA by denying the Grievant's request for transfer to the

Warrant Squad and awarding the position to a less senior employee. The Arbitrator denied the grievance, finding that while seniority generally controls, the County reasonably concluded that the less senior employee "had substantially more adaptability, and it would not have been practicable or consistent with the needs of the department … to assign Grievant given his second, full-time job," and therefore did not violate the CBA.

Town of Smithtown
(Arbitrator McCray)
Matter No. 24-0814

CSEA filed a contract grievance alleging that the Town violated the CBA when Grievant and other affected employees were not equalized overtime at 80% for the year 2023. The Arbitrator denied the grievance, finding it not timely under the CBA, as the grievance wasn't filed until June of 2024, and the Grievant should have known of the alleged breach because he was aware that overtime was needed and worked within the Department and knew he was not being offered any overtime, equalized or otherwise, in 2023.

OCFS

Office of Children & Family Services
(ALJ Serlin)
Matter No. 24-0253

The State Central Register ("Register") maintained a report against the Appellant for failing to adequately supervise three children at her daycare. The Albany County Department of Children, Youth, and Families ("DCYF") investigated and indicated the report of maltreatment. The member appealed. The ALJ found that DCYF did not prove by a "fair preponderance of the evidence" that the Appellant committed the alleged maltreatment. As a result, the ALJ ordered DCYF and the Register to amend the indicated report to "unfounded" and to seal it.

Central Register of Child Abuse & Maltreatment
(ALJ Michael)
Matter No. 24-0626

The State Central Register ("Register") maintained a report against the Appellant for maltreatment of seven children in her home-based daycare. The Oswego County Department of Social Services ("County") investigated and indicated the report. The Appellant appealed. The ALJ found that the County proved by a fair preponderance of the evidence that the Appellant committed the alleged maltreatment as to two of the seven children, which was relevant and reasonably related to childcare employment. Accordingly, the ALJ held that the indicated report may be disclosed to the provider and licensing agency. However, the ALJ found that the County had not established maltreatment as to the other five children and ordered the County and Register to amend the report by unsubstantiating those allegations.

PERB DECISIONS

Tripodi v. CSEA
(Director Greene)
Matter No. 25-0906

The Director dismissed the improper practice charge which generally alleged that CSEA violated the Taylor Law when it placed Unit 9200 into administratorship and failed to follow its constitution. The Director explained that PERB is without jurisdiction to entertain complaints about internal union affairs which do not affect the employees' terms and conditions of employment or violate any fundamental purpose or policy of the Taylor Law.

CSEA v. Incorporated Village of Island Park
(ALJ Blassman)
Matter No. 25-0100

In a certification case, the Director approved a Consent Agreement executed by the parties and recommended by the ALJ which generally stated that the unit appropriate for the purpose of collective negotiations was comprised of all full-time and part-time Village employees in the titles of Laborer and Sanitation Worker.

CSEA v. Incorporated Village of Island Park
(Board Decision)
Matter No. 25-0100

Following the approval of a Consent Agreement, CSEA was certified as the exclusive representative for the purpose of collective negotiations for all full-time and part-time Village employees in the titles of Laborer and Sanitation Worker, and the Village was ordered to negotiate collectively in good faith with CSEA with respect to these employees' terms and conditions of employment.

CSEA v. Town of Irondequoit
(ALJ Khaimova)
Matter No. 24-0113

CSEA filed an improper practice charge alleging that the Town violated the Taylor Law when it posted a job vacancy that contained changes to an existing Drafting Technician job description which included a new requirement to be on-call for weather and sewer emergencies. The ALJ dismissed the charge noting PERB's holding that "the assignment of duties of a management prerogative as long as that work is within the inherent duties of the employee's position," and that added duties within "the essential character" of a position do not constitute a mandatory subject of negotiation. The job title is part of the DPW, and all eligible DPW employees are expected to be on-call for emergencies. The last person to hold this position performed these duties, so the ALJ determined that the unilateral changes made to the job description reflected

incidental duties within the scope of the duties as a DPW employee and, therefore, this issue did not constitute a mandatory subject of negotiation.

CSEA v. Town of Brookhaven
(ALJ Newcomb)
Matter Nos. 25-0021 & 25-0053

CSEA filed two improper practice charges which alleged that the Town violated the Taylor Law by subcontracting out exclusive CSEA duties associated with the removal and disposal of residential construction, demolition debris, and other materials from the Town landfill. The ALJ pointed to an older and very similar case between the parties where the unit work was broadly defined as "the tasks associated with the transportation of garbage and trash," and PERB explained that "the unit work cannot reasonably be defined as the handling of some trash and garbage from some containers for transport to some points of final destination but not others." The ALJ then determined that CSEA clearly did not perform the tasks associated with the transportation of garbage and trash exclusively since the record demonstrated that other private companies had handled the transportation of trash for many years before the subject charges were filed. The ALJ therefore dismissed both charges.

NYS DOCCS
(ALJ Manichaikul)
Matter No. 22-0604

CSEA filed an improper practice charge alleging that DOCCS violated the Taylor Law when it terminated the CSEA Local President under a last chance agreement. In the original decision, an ALJ dismissed the charge, finding that CSEA failed to prove that DOCCS's decisionmaker knew of the Local President's protected union activity. The PERB Board reversed, finding that the decisionmaker was aware of the President's protected activity when the termination decision was made, and remanded for a determination of whether DOCCS would not have terminated the

President but for his protected activity and, if relevant, whether DOCCS had a legitimate business reason. Here, in the remand decision, the ALJ again dismisses the charge, finding no evidence that the DOCCS decisionmaker would not have terminated the President but for his union activity, thereby failing the required causation showing.

Edgemont Union Free School District
(Director Greene)
Matter No. 25-0967

CSEA filed an improper practice charge after Edgemont negotiated an employment contract with a member for the terms and conditions of a prospective M/C position. On a second deficiency notice, PERB stated that negotiating the terms and conditions of a prospective, non-unit position with a bargaining unit member does not constitute direct dealing. The charge was dismissed.

Edgemont Union Free School District
(ALJ Newcomb)
Matter No. 25-0889

CSEA and the District filed UP and M/C petitions respectively over a new Personnel Assistant position. After the conference, CSEA withdrew its petition and any objections to the M/C petition. ALJ Newcomb accordingly granted the employer's petition.

COURT ACTIONS

NYS Unified Court System v. PERB
(Supreme Court, Appellate Division, First Department)
Matter No. 24-0552

The Appellate Division, First Department, affirmed the Supreme Court, New York County's dismissal of UCS's Article 78 petition challenging PERB's determination that UCS violated the Taylor

Law by failing to engage in collective bargaining over its COVID-19 testing and vaccination policies. The Court unanimously found that PERB's decision was both rational and supported by substantial evidence in the record.

NYS Unified Court System v. CSEA, et al.
(Supreme Court, Appellate Division, First Department)
Matter No. 24-0807

CSEA appealed a Supreme Court judgment which granted UCS's petition seeking to permanently stay arbitration and denied CSEA's cross motion to compel arbitration. The First Department reversed, dismissed UCS's petition, granted CSEA's cross motion, and directed the parties to arbitration. The appeal stemmed from a grievance filed by CSEA asking whether various actions taken by UCS against the Grievant constituted a reclassification of his title so that any diminishment in his salary violated the parties' CBA. Permanently staying arbitration in this grievance was determined to be improper because public policy does not preclude arbitration of the narrow issue articulated by the grievance, and because the grievance was not actually a challenge to UCS's authority to classify, reclassify, allocate, or reallocate positions.

Alexander v. City of Albany, et al.
(Supreme Court, Appellate Division, Third Department)
Matter No. 25-1127

The Third Department denied the City's motion for re-argument or, alternatively, for permission to appeal to the Court of Appeals with respect to its prior decision ordering the City to make a new determination regarding Appellant's termination after a review of the Hearing Officer's complete report and findings which were read into the record at the hearing.

Nassau University Medical Center v. CSEA, Local 830
(Supreme Court, Nassau County)
Matter No. 25-0835

Plaintiff Medical Center sought to vacate an arbitration order reinstating a member terminated for sleeping on the job. The Court found no reason to overturn the Arbitrator's award, and both denied the motion to vacate and granted CSEA's cross motion to confirm.

Town of Greenburgh v. CSEA, Westchester County Local 860 (Supreme Court, Appellate Division, Second Department) Matter No. 23-0777

CSEA appealed an order permanently staying arbitration over a grievance filed when a member was promoted on a probationary basis, and subsequently demoted back to his prior role. The Appellate division found that the member did not have the right to grieve his demotion, as probationary employees may be terminated or demoted at will. The appeal was denied.

NATIONAL LABOR RELATIONS BOARD ("NLRB")

Fracchia v. CSEA (Regional Director Leslie) Matter No. 26-0083

The NLRB dismissed the Charging Party's charge because it arose from her employment with the State University of New York at Buffalo, a political subdivision of New York State, over which the NLRB has no jurisdiction.