THE ADVOCATE

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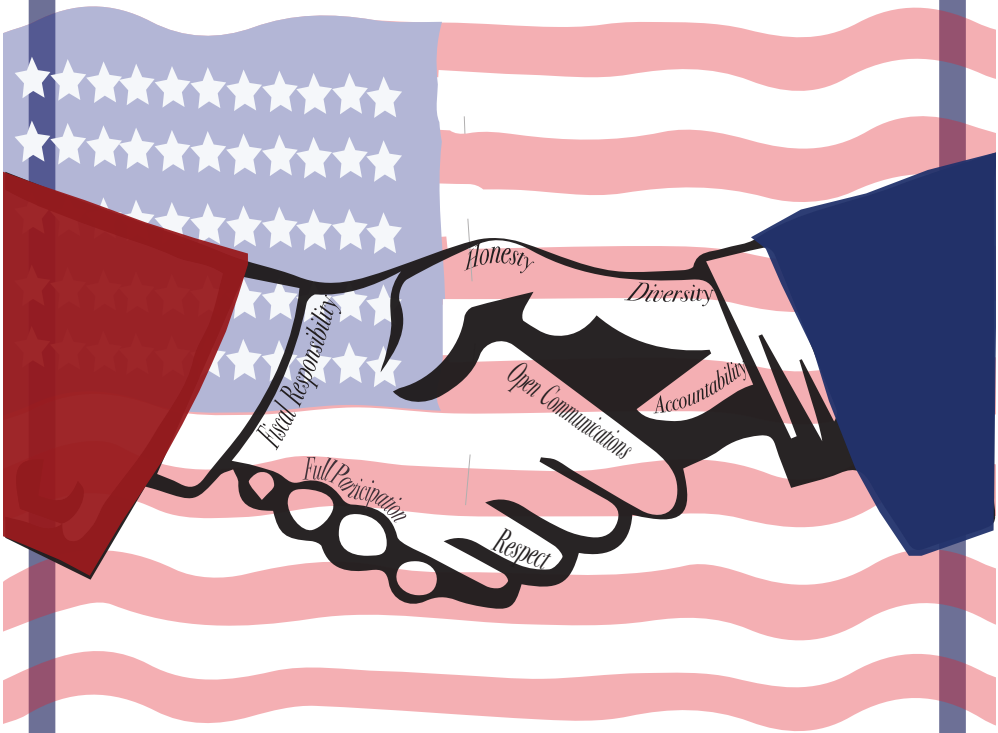

CSEA
NEW YORK

TABLE OF CONTENTS:

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Employee's Access to Personnel Records Now Mandatory

The New York Legislature has passed legislation that will significantly expand access to personnel files for both current and former employees. The bill has passed both chambers of the New York Legislature and is awaiting signature by Governor Hochul. If signed, the bill will amend New York Labor Law by requiring employers to provide employees with access to their personnel files, subject to the following conditions:

- Employers must supply a copy of the personnel file within five (5) business days of receiving a written request;
- The record must be provided at no cost to the employee;
- The term "personnel records" includes records used, or records that may be used, in connection with an employee's qualifications for employment, compensation, promotion, transfer, or discipline, including applications, evaluations and disciplinary documents;
- Current and former employees (who left within the last three years) can request to review and obtain a copy of their records up to two times per calendar year.

Besides supplying a copy of an employee's personnel file, this new law will also impose an obligation on employers to notify employees when negative information is placed in their personnel file. This notice must occur within 10 days and employees must be allowed to submit a written statement

disputing or explaining the information, which must also be maintained alongside the record and provided to third parties when the record is disclosed.

This legislation would require employers to retain personnel records for at least three years after termination of employment. Moreover, the bill specifically states that an employer is prohibited from retaliating against an employee who exercises their right to access or dispute items in their personnel file. This law would also apply to private and public sector employers. It should be noted that any language contained within a collective bargaining agreement providing for similar or greater access to personnel records would not be superseded by this law.

Regulating Artificial Intelligence in New York's Workplace

Artificial intelligence ("AI") has already changed how people live, work and interact. As AI continues to reshape the labor market, New York State is attempting to balance innovation with necessary safeguards for workers and the public. The goal is to capture the potential benefits of AI while ensuring that technology is used responsibly, transparently and in a manner that protects public employees.

A significant first step came with the passage of the Legislative Oversight of Automated Decision-making in Government Act, commonly known as the "LOADinG Act," during the 2023-2024 legislative session. Supported by organized labor, the Act establishes oversight requirements for automated decision-making systems used by state agencies. It requires agencies to assess systems that affect an individual's receipt of public benefits, rights, civil liberties, safety, welfare, or statutory and constitutional protections. The law also requires meaningful human review and regular impact assessments to help prevent biased, inaccurate, or otherwise harmful outcomes. Governor Hochul signed the legislation on December 21, 2024, marking an important early step in New York's effort to regulate government use of AI.

In December 2025, those protections were expanded to cover counties, towns, villages, special districts, and school districts. As a result, the law now reaches all levels of government in New York. Importantly, it provides that public employees may not be displaced, laid off, or otherwise lose employment protections because an automated decision-making system is being used.

The State has also continued to study AI's broader impact on workers and the economy. In March 2026, Governor Hochul announced the creation of the FutureWorks Commission, a 20-member task force charged with recommending how New York should respond to AI-driven changes in the workplace. The Commission includes individuals with experience in technology, labor, workforce development, education, business and economic policy.

In addition to these oversight efforts, New York is investing in education and training so workers can understand and safely use AI tools. The State has expanded AI training for public employees and paired that training with a secure generative AI tool intended to help employees apply what they learn in a controlled environment. After a pilot program involving more than 1,000 employees, the State is moving toward broader implementation. Together, these initiatives reflect a developing framework in the State, where AI may become part of public service, but its use must remain accountable, worker-centered and subject to oversight.

DISCIPLINARIES

State Disciplinaries:

Department of Health
(Arbitrator Deinhardt)
Matter No. 25-0758

A Supervising Licensed Practical Nurse was suspended and issued a NOD seeking termination for alleged resident abuse, improper restraint, failure to report an incident, and related policy violations. The Arbitrator sustained the grievance in part and denied it in part, finding that the State failed to prove the most serious allegations. However, the Arbitrator found that the Grievant violated policy by failing to protect the resident's privacy and dignity and by not reporting the incident. The Arbitrator determined that termination was excessive and ordered reinstatement with full back pay and benefits, with a Letter of Reprimand.

Capital District Psychiatric Center
(Arbitrator Deinhardt)
Matter No. 25-0622

A Secure Care Treatment Aide was served a termination NOD following an allegation of abuse. The Arbitrator found that the Employer lacked probable cause to suspend the member prior to arbitration, and that it had proven only some of the charges in the NOD. The member was restored to work with backpay and the penalty reduced to a three-day suspension.

Office of Children and Family Services
(Arbitrator Nadelbach)
Matter No. 26-0111

OCFS suspended and sought to terminate a Cook for admittedly throwing a prepared meal into the trash, then retrieving and serving it to a resident. The Arbitrator found the Grievant's misconduct was neither premeditated, depraved, nor malicious,

and that she testified credibly that it was a regrettable spur-of-the-moment mistake and she appeared genuinely remorseful. The Grievant also had no prior disciplinary or performance issues. The Arbitrator imposed a suspension without pay from the date of suspension to the date of the award.

Office for People with Developmental Disabilities
(Arbitrator Riegel)
Matter No. 25-0697

A Direct Support Assistant was suspended and issued a NOD seeking termination for striking an individual in his care in the face and for being arrested on charges related to the incident. The Arbitrator sustained the grievance, dismissing the charges after finding that OPWDD had not met its burden of proving the Grievant guilty, noting that although the Grievant was arrested, the charges were dismissed. The Arbitrator did find that OPWDD had probable cause to suspend the Grievant at the time but reinstated him with full back pay and restoration of all benefits lost.

Office for People with Developmental Disabilities
(Arbitrator Rinaldo)
Matter No. 25-0994

A Direct Support Assistant was suspended and served with a NOD seeking termination for striking an individual in her care with a fast-food serving tray at a Burger King and failing to use appropriate de-escalation techniques. The Arbitrator found the Grievant guilty of striking the individual but dismissed the de-escalation charge as untimely, determined that termination was not appropriate, and ordered the Grievant reinstated within ten days of the award. The Arbitrator also found that OPWDD had probable cause to suspend the Grievant without pay.

Office of People With Developmental Disabilities
(Arbitrator Riegel)
Matter No. 25-1026

OPWDD sought to terminate a one-year Direct Support Assitant, who was caught on video grabbing an unruly service recipient and making untherapeutic and threatening comments to him. CSEA argued that termination was not appropriate because the record did not establish abuse or excessive force, but rather an isolated and imperfect response to a frustrated and agitated patient in a constrained setting. The Arbitrator sustained all four charges but found that the State did not have probable cause to suspend the Grievant and that termination was not the appropriate penalty. Rather, he determined that given the context of the events, the appropriate penalty was a two-week suspension without pay.

Office for People with Developmental Disabilities
(Arbitrator Siegel)
Matter No. 24-0420

A Direct Support Assistant was suspended and served with a NOD seeking termination for allegedly pushing and/or shoving an individual in his care, causing injury, and failing to remove himself while the individual was agitated. The Arbitrator found the Grievant guilty of the charges but determined that termination was excessive and lacked just cause, instead, imposing an unpaid suspension from May 29, 2024, through April 30, 2026, with reinstatement and full back pay and benefits from May 1, 2026, through the date of his return to payroll. The Arbitrator also found that OPWDD had probable cause to suspend the Grievant.

Office for People with Developmental Disabilities
(Arbitrator Stein)
Matter No. 24-0513

A Direct Support Assistant was suspended without pay and issued a NOD seeking her termination as a result of allegations that she called the Justice Center and made false claims about

witnessing coworkers engage in abusive or neglectful behavior, and was dishonest during her interrogation in an attempt to mislead the investigators. The Arbitrator found that termination was an appropriate penalty because the Grievant conceded that she did the things alleged in the NOD. Progressive discipline was not considered necessary due to the severity of the behavior as well as a prior suspension for similar conduct. The Arbitrator did not decide whether probable cause existed to suspend to Grievant in accordance with the parties' CBA in this case.

Unified Court System
(Hearing Officer Plaske)
Matter Nos. 25-0379 & 25-0657

A Clerical Assistant received two Notices of Charges due to misconduct while at work including making racist and sexually inappropriate comments, and photographing a coworker in the parking lot without their consent. The Hearing Officer found the charges were established by a preponderance of the credible evidence but found that termination was too harsh a penalty. There was evidence that there was a toxic work environment at the Court, and the current Chief Clerk testified that Respondent was a good worker, co-worker, and employee. The Hearing Officer recommended additional bias training, a one-week suspension, and a one-year general probationary period.

Office of Mental Health
(Arbitrator Deinhardt)
Matter No. 25-1015

A Mental Health Therapy Aide was suspended without pay and issued a NOD seeking her termination as a result of allegations that she failed to perform required census checks of patients on February 22, 2025, during which a patient entered the bathroom, fell, and was left lying on the bathroom floor for approximately two hours. Even though the Grievant continued performing her duties without issue for six months after this incident before she was suspended, the Arbitrator upheld the charges and determined

that termination was appropriate due to her being a short-term employee who clearly failed to complete an assigned task and then misrepresented that she had done it. The Arbitrator did not decide whether probable cause existed to suspend to Grievant in accordance with the parties' CBA in this case.

Office of Mental Health
(Arbitrator Panepento)
Matter No. 26-0020

A two-year Mental Health Therapy Aide at Sagamore Children's Psychiatric Center, was arrested and charged because of a domestic dispute. He accepted a plea deal of disorderly conduct. OMH sought termination based on the arrest, charges, and subsequent conviction even though the plea was to a non-criminal violation. The Arbitrator dismissed some of the charges but found the Grievant guilty of a charge accurately describing the undisputed facts of Grievant's arrest and his later conviction. The Arbitrator found that the Grievant had been trained on OMH's Domestic Violence Prevention Policy and therefore had notice that his outside conduct could impact his position at OMH. Based on this, the Arbitrator found that OMH had probable cause to believe that the Grievant's continued presence on the job represented a danger and that the appropriate penalty was termination.

Department of Motor Vehicles
(Arbitrator Trela)
Matter No. 25-0919

A Motor Vehicle Representative 1 was suspended without pay and issued a NOD seeking his termination due to allegations that he was criminally charged as a result of inappropriately utilizing DMV systems on several occasions while working to gain knowledge about a protected party listed in an order of protection against him. The Arbitrator upheld the charges and found that termination was an appropriate penalty because the State presented a time-stamped report and timecards which clearly connected each search with the Grievant's username. Additionally, because of his access

to confidential information as a DMV employee, the Arbitrator determined that the State had probable cause to suspend him pending the outcome of the disciplinary case.

SUNY Stony Brook Hospital
(Arbitrator Hyland)
Matter No. 25-1141

A Nursing Assistant II was issued a termination NOD after failing to intervene in or report two suicide attempts by a patient. The Arbitrator found the State's witnesses credible, and the member non-credible. The member was terminated based on the severity of the incident and the member's poor disciplinary record.

SUNY Downstate Health Sciences University
(Arbitrator Arno)
Matter No. 25-0500

A Clerk was served a termination NOD after appearing on video to throw black paint on a co-worker's vehicle on two separate occasions. The Arbitrator found the member guilty of every specification in the NOD, and in a strongly worded opinion terminated the member for vandalism and workplace harassment.

<u>Local Disciplinaries:</u>

Rockland County
(Arbitrator Deinhardt)
Matter No. 25-0715

A part time Security Aide and Watchman was served a thirty-day suspension NOD after he called out sick from one position to work overtime in the other. The Arbitrator found that the employer had misunderstood the situation, and that the overtime worked had been previously assigned and not concurrent with the shift the member called out on. The penalty was reduced to a three-day suspension for misuse of sick leave.

Monroe County
(Arbitrator Foster)
Matter No. 25-0829

A Motor Vehicles Representative was issued a NOD and terminated for making an unprovoked, rude, and offensive remark to a customer as he was leaving. The Grievant admitted the conduct, expressed regret, and acknowledged it was foolish, but argued it did not constitute just and sufficient cause for discharge. The Arbitrator found the termination unjustified, reinstated the Grievant with full seniority, but with no recovery of lost pay or benefits.

Town of Oyster Bay
(Arbitrator Davis)
Matter No. 25-0831

An Assistant was served an NOD after he worked an overtime shift against the orders of his direct supervisor. The Arbitrator found the member had been insubordinate, and that a fine commensurate to the money earned on the overtime shift was appropriate.

Town of Oyster Bay
(Hearing Officer Davis)
Matter No. 25-1050

An Assistant engaged in a heated and threatening phone conversation with a constituent regarding a youth soccer league. The Hearing Officer found the member engaged in inappropriate conduct and upheld the thirty-day suspension sought in the NOD.

Erie County/ Erie County Sheriff
(Arbitrator Selchick)
Matter No. 25-0456

A Corrections Officer was issued a Notice of Disciplinary Hearing for failing to electronically record nineteen watch tours over nine separate dates and was terminated. The Arbitrator found that the County had just cause to terminate the Grievant based

on substantial misconduct, coupled with prior counseling and disciplinary actions for similar and other offenses, and further found that disparate treatment was not established.

Erie County Medical Center Corporation
(Arbitrator Taylor)
Matter No. 24-0778

ECMCC discharged a one-year provisional Community Mental Health Tech BH for misconduct stemming from an altercation with a patient who verbally threatened him using derogatory and racist language. ECMCC alleged that the Grievant did not disengage and de-escalate the situation and that his termination was not arbitrable due to his provisional status. The Union argued that the disciplinary grievance was arbitrable and that termination was inappropriate. The Arbitrator found the grievance non-arbitrable under the Court of Appeals decision in the Matter of City of Long Beach. He also found that even if the matter was arbitrable, the Grievant was guilty of misconduct and discharge would be the appropriate penalty.

Nassau County
(Arbitrator McCray)
Matter No. 25-1113

A Police Medic was issued a NOD seeking his termination due to allegations that he improperly performed the duties of his job and subsequently submitted false official reports regarding these incidents. The Arbitrator declined to decide on the Grievant's clinical judgment because the County never discussed it with him prior to serving him with charges. The Arbitrator found that the Grievant knowingly and intentionally administered inappropriate medication by either failing to obtain the required permission or administering the medication improperly according to protocol, then chose to submit reports about these incidents which purposefully withheld certain facts regarding what medications were administered and how they were administered. As a result of this, the Arbitrator upheld termination as the proper penalty.

Albany County
(Arbitrator Mayo)
Matter No. 25-0830

A Security Guard was issued a prior termination NOD, which was resolved by an 18-month last chance agreement for same or similar conduct, with the Arbitrator retaining jurisdiction. Several months later, the member was accused of three counts of same or similar conduct. The Arbitrator found that two of the three were substantiated and terminated the member.

SECTION 75

Town of Oyster Bay
(Hearing Davis)
Matter No. 24-0911

A Mechanic with a Commercial Driver's License working for the DPW was issued disciplinary charges seeking termination for allegedly violating work rules by refusing to remain at the Town Office to retake a random drug test. The Hearing Officer recommended termination, finding him guilty of the charges and rendering himself unqualified to perform his duties. Additionally, the Hearing Officer found that the Respondent failed to follow the Town's directives and DOT regulations necessary to return to duty for nearly two years, "meaning he hasn't made a good faith attempt to keep his job."

Dutchess County Community College
(Hearing Officer Frank)
Matter No. 25-1014

A Housekeeper I was issued a termination NOD for chronic absenteeism and tardiness. The member did not dispute the overwhelming evidence against them but appealed for clemency. The Hearing Officer provided none, and recommended termination.

County of Westchester
(Hearing Officer Pozzi)
Matter No. 26-0016

A Probation Officer working in the Department of Probation was issued a NOD seeking termination due to failing to timely submit a non-compliance update, an interim non-compliance update, a fully extraditable warrant, and failing to timely complete a case plan. The Hearing Officer recommended termination, finding that the conduct was not a "mere technical breach of the rules," but rather a systematic pattern of delay, deferral, and neglect of duties that demonstrated a complete lack of judgment and prioritization.

JUSTICE CENTER

Office of Mental Health
(ALJ Rocco)
Matter No. 25-1115

A Mental Health Therapy Aide was charged with a Category 3 violation after a service recipient was mechanically restrained for more than one hour. The ALJ found that the Justice Center failed to meet its burden, as the MHTA was not allowed to release the subject under OMH policy, and was not responsible for the neglect of the two registered nurses on the unit.

Office of Mental Health
(ALJ Rocco)
Matter No. 26-0061

A three-year Mental Health Therapy Aide was charged with Category 2 Neglect for not maintaining one-to-one line of sight supervision and ten feet distance requirement with a service recipient, who then injured himself. The ALJ found that the Justice Center met its burden of proving the Subject had a duty to maintain a distance of ten feet and have the service recipient in sight at all times and that her failure to do so allowed the service recipient to

physically injure himself. However, the ALJ found that the proper categorization was a Category 3 because the record was devoid of clear evidence that the Subject's brief lapses in supervision seriously endangered the service recipient's health, safety, or welfare. The Service recipient's injuries were superficial scratches and considered minor.

Office for People with Developmental Disabilities
(ALJ Hughes)
Matter No. 25-0921

The Subject, a Direct Support Assistant, was accused of two instances of Category 2 Neglect when the investigation revealed that she failed to properly secure two service recipients in their wheelchairs in an OPWDD vehicle. The ALJ dismissed both allegations because the Subject credibly testified that, before being served with the allegations, she had not been fully trained on how to properly secure wheelchairs in OPWDD vehicles, which was supported by her training records. Furthermore, it was shown that OPWDD does not consider employees to be fully trained on wheelchair securements until an employee has completed a one-on-one training at their assigned facility with a direct supervisor, which had not been completed by the Subject. As a result of this, the Justice Center failed to establish that the Subject had a duty to properly secure the service recipients in the OPWDD vehicle

Office for People with Developmental Disabilities
(ALJ Requets)
Matter No. 25-0561

A Direct Support Assistant was charged with Category 2 Neglect for falling asleep while driving a service recipient to an appointment and getting into a three-vehicle car accident. While the service recipient sustained no physical injuries, he told the psychologist that he had nightmares about the accident and had not been able to sleep well for a week after the accident. Although the DSA was thirteen weeks pregnant at the time of the incident, the ALJ found that there was a lack of evidence to support a finding that she

was experiencing a medical emergency that mitigated her duty to remain alert. The ALJ found that the Justice Center proved the DSA committed neglect, and the Category 2 designation was appropriate because the DSA's conduct seriously endangered the health, safety and welfare of the service recipient.

Office for People with Developmental Disabilities
(ALJ Rocco)
Matter No. 25-0749

The Subject, a Mental Health Therapy Aide, received a substantiated report of Category 2 neglect for failing to de-escalate a service recipient and Category 2 abuse for using excessive force. The ALJ determined that the Justice Center proved, by a preponderance of the evidence, that the Subject's actions constituted both charges and were appropriately categorized as Category 2 conduct, denying the request to amend or dismiss the charges.

Office of Children and Family Services
(ALJ Golish Blum)
Matter No. 24-0692

The Subject, a Youth Development Aide, received a substantiated report of two Category 2 neglect findings, elevated to Category 1 findings. CSEA filed a collateral estoppel motion to prevent the Justice Center from relitigating an arbitrator's determination in an expedited arbitration that the Subject did not commit the acts in the Report of Investigation, and to have the report amended to "unfounded" and sealed. The Notice of Discipline in the arbitration mirrored the investigator's stated reason in his report for the Justice Center's neglect findings. The Justice Center opposed the motion, arguing that there was not "identity of issue" and that the expedited process did not provide a "full and fair opportunity" to litigate. The ALJ did not address the full and fair opportunity argument but granted the motion in part and denied it in part, allowing the administrative hearing to proceed while precluding the Justice Center from attributing the service recipient's facial injury to the Subject.

CONTRACT GRIEVANCES

Local Grievances:

Erie County Medical Center Corporation
(Arbitrator Selchick)
Matter No. 24-0640

CSEA filed a grievance alleging that ECMCC violated the CBA by failing to compensate the Grievant at the rate for the Clinical Informatics Educator title while she performed those duties. The Arbitrator sustained the grievance, finding that the Grievant's credible testimony, supported by a desk audit, established that she was substantially performing higher-level, out-of-title work and had not volunteered to do so. As a result, the Arbitrator ordered ECMCC to make the Grievant whole by paying the difference between her compensation and what she would have earned in the four months she performed the duties of a Clinical Informatics Educator.

Nassau County
(Arbitrator Peek)
Matter No. 24-0053

The Arbitrator issued a Consent Award reflecting the parties' agreement that the County's Comptroller would make a good faith effort to hire two new employees to be assigned to the "Vendor Claims Unit" on or before September 30, 2026, and that, if it failed to do so, CSEA reserved the right to appear before the same arbitrator to decide whether the Comptroller made such a good faith effort, and whether a remedy was necessary.

Nassau County
(Arbitrator McCray)
Matter No. 24-0891

CSEA filed 3 grievances against the County. The first alleged that it violated the CBA when it failed to include the "Senior Stipend" in the Grade 15 salary step and then used the higher amount to calculate whether employees could be denied cash overtime, and when it did not apply the stipend for purposes of ensuring that promoted employees received an annual salary increase. The Arbitrator denied the first part of the grievance because the CBA mandated that the stipend be considered as part of base wages for "all purposes," and to prevent the payment of cash overtime to employees with a higher base annual salary of more than the Grade 15 salary step. Thus, even if an employee's base salary was higher than the Grade 15 salary step only as a result of the stipend, the CBA mandated that they would be excluded from receiving cash overtime. The Arbitrator granted the second part of the grievance because of the foregoing and ordered that the County consider the stipend as part of the annual salary when promoting employees.

The second grievance alleged that the County violated the CBA when it failed to deduct the proper health insurance contribution from the Crossing Guards' hourly pay rate by applying the wrong number of regular working hours. The Arbitrator sustained the grievance and determined that the County should deduct 3% of the Crossing Guards' hourly rate assuming a twenty-hour work week, regardless of how many hours were actually worked, because this is how the County handled deducting health insurance contributions for its salaried employees.

The third grievance alleged that the County failed to properly implement the parties' 2025 Memorandum of Agreement ("MOA") when it failed to correctly increase existing salary schedules. The Arbitrator dismissed the grievance because, not only did the County correctly increase the salary schedules, those schedules were also attached to the 2025 MOA and were therefore reviewed and approved by CSEA before it signed the MOA.

Yonkers City School District
(Arbitrator Drucker)
Matter No. 25-0442

Three Custodians grieved the District's barring them from working further overtime in the 2024-25 academic year. The Arbitrator found that when an overtime cap policy is created by an employer, it is incumbent upon the employer to apply the terms as developed, especially when relating to matters of compensation upon which employees rely and plan. Thus, the Arbitrator found that the District breached the CBA by misapplying the restrictions on overtime that it had created in the past. The grievance was sustained and the parties have until July 20, 2026, to submit to the Arbitrator a joint statement of agreed calculations.

Yonkers City School District
(Arbitrator Schecter)
Matter No. 25-0440

Grievants, District RNs, alleged the District failed to pay them for clerical work they performed. The District had introduced a new electronic system in which the Nurses were required to perform clerical data entry tasks without compensation. The Arbitrator found that while the initial transition to the new electronic system amounted to out-of-title work, the ongoing use of the electronic system was not out-of-title work because RNs previously prepared and maintained all the same records that they do now in the new electronic system, and denied the grievance.

Yonkers City School District
(Arbitrator Deinhardt)
Matter No. 25-0437

A Data Clerk II filed a grievance after he was transferred to another division in the District, alleging he was made to perform Clerk III work. The Arbitrator found that the work assigned to the grievant was Clerk II work and ruled in favor of the employer.

Nanuet UFSD
(Arbitrator Panepento)
Matter No. 25-1128

After a Section 75 hearing, the Hearing Officer ordered Grievant to serve a thirty-day unpaid suspension, CSEA alleged: 1) that the District violated the CBA when it failed to credit the Grievant with vacation leave for the time he was on paid suspension; and 2) that the District's decision to not return the Grievant to the day shift was a greater penalty than that originally imposed by the Hearing Officer. The Arbitrator denied the first claim because the CBA did not permit the rollover of unused vacation leave from year to year, but agreed that the District's placement of the Grievant on the night shift was an adverse employment action beyond what was contemplated by the Hearing Officer's decision. The Grievant was thereafter restored to the day shift.

Erie County
(Arbitrator Rinaldo)
Matter No. 24-0092

CSEA alleged that the County violated the parties' CBA when it failed to pay Clerk employees in the Land Use Department on January 6, 2022, during a severe snow event that predicated the closure of their work location. The Arbitrator sustained the grievance and ordered the County to make the affected employees whole because the CBA plainly stated that employees would not be charged accruals or lose any pay if certain County facilities were closed due to any uncontrolled weather conditions. Furthermore, it was clear that the affected employees were told by the County Clerk that the building in which they worked was closed and locked, and that they should go home. As a result, these employees reasonably relied on the directive to go home and had reason to believe that they would not have to use their accruals pursuant to the CBA.

Erie County
(Arbitrator Lewandowski)
Matter Nos. 25-0259, 25-0260, and 25-0263

CSEA alleged that the County violated the parties' CBA when it closed several security posts at the County Jail and assigned various Corrections Officers ("COs") to the Forestry Division. In sustaining the grievance, the Arbitrator found that the CBA clearly stated that "in no case shall a security post be closed during such time that the department is utilizing crews for non-essential posts," and that Forestry Division posts were considered non-essential. As a result, the Arbitrator concluded that the CBA barred the County from closing security posts at the Jail while assigning COs to the Forestry Division, although he noted that the CBA would allow the County to close a security post if it did not staff non-essential posts.

Erie County
(Arbitrator Siegel)
Matter No. 24-0090

CSEA alleged that the County violated the parties' CBA when it failed to provide accruals and health insurance stipends to designated part-time employees who worked more than nineteen hours per week. The Arbitrator dismissed the case because CSEA failed to present sufficient evidence to prove the grievance.

Erie County
(Arbitrator Reden)
Matter No. 24-0089

CSEA alleged that the County violated the parties' CBA when, on multiple occasions during the second and third quarters of 2019, it improperly applied the "overtime wheel" and unevenly distributed overtime opportunities to bargaining unit members. The Arbitrator dismissed the case because CSEA failed to present sufficient evidence to prove the grievance.

Erie County/ Erie County Sheriff
(Arbitrator Foster)
Matter Nos. 25-0218, 25-0219, 25-0220, 25-0222

CSEA filed a grievance after several members were unilaterally removed from the mandated overtime program. The Arbitrator found that the relevant provisions of the CBA were not clear and that CSEA failed to establish a past practice. The grievance was denied.

OCFS

Office of Children and Family Services
(ALJ Michael)
Matter No. 25-1124

A member was indicated for child abuse/maltreatment by the Albany County Department for Children, Youth, and Families and placed on the Central Register. The member requested a hearing to amend and seal the indicated report. Albany County declined to present evidence, and the hearing was canceled resulting in the report being amended and sealed.

Office of Children & Family Services
(ALJ Monwe)
Matter No. 26-0077

The State Central Register ("Register") maintained an indicated report regarding the Appellant. The Suffolk County Department of Social Services ("SCDSS") investigated and found the report indicated for child maltreatment and/or abuse. The Appellant appealed. SCDSS advised the ALJ that it was not presenting any evidence in support of the indicated report. Therefore, the ALJ found that SCDSS did not prove, by a "fair preponderance of the evidence," that the Appellant committed the alleged maltreatment and/or abuse, and ordered DCYF and the Register to amend the indicated report to reflect that the Appellant is not the subject of the report.

Central Register of Child Abuse & Maltreatment
(ALJ Michael)
Matter No. 24-0256

The ALJ determined that OCFS failed to establish that the Appellant committed the abuse or maltreatment alleged in the indicated report. Specifically, while the evidence demonstrated that the subject child sustained a fracture in her right femur, there was no credible evidence showing that the fracture occurred while the child was in the Appellant's care. Furthermore, the Appellant never previously had any prior indications of abuse or neglect in the twenty-four years she had been operating a daycare, and neither was her daycare license revoked, nor was her daycare ever closed, as a result of these allegations.

PERB DECISIONS

Board Decisions:

Laun v. Unified Court System and CSEA
(Board Decision)
Matter No. 26-0001

Upon receipt of the Charging Party's exceptions to the Director's decision to dismiss her charge, the Board upheld the decision. Specifically, the charge was not filed within four months of when the Charging Party was allegedly improperly terminated by UCS and allegedly denied representation by CSEA. Even if the charge was timely, the Charging Party failed to allege that UCS terminated her in order to discriminate against her for exercising protected rights, and also failed to allege that she requested CSEA representation at any meeting with UCS.

Director Decisions:

Lichy v. CSEA and the County of Nassau
(Director Greene)
Matter No. 26-0002

The Director dismissed the improper practice charge which generally alleged that CSEA violated the Taylor Law when it entered into an agreement with the County which did not provide retroactive raises for employees who had resigned from the County prior to the effective date of the agreement. The Director explained that an employee organization may negotiate a benefit that favors some unit employees while excluding others, so long as the employee organization does not act in bad faith. Furthermore, even if CSEA admitted an oversight in failing to include resignees in the relevant contract provision, mere negligence is insufficient to establish a violation of the duty of fair representation.

Littleton v. CSEA
(Director Greene)
Matter No. 25-1053

The Director dismissed an improper practice charge filed against CSEA after finding that the Charging Party, even after two amendments, failed to provide, within the content of the charge, a clear and concise statement of the facts. Additionally, the Director found that even if the Charging Party had complied with the rules in drafting the charge, dismissal still would have been warranted because no facts were alleged that would arguably establish a violation of §§ 209-a.2(a) or (c) of the Act.

Laun v. New York State UCS & CSEA
(Director Greene)
Matter No. 26-0001

Laun filed improper practice charges alleging that the NYS UCS and CSEA violated the Taylor Law. The Director dismissed the charges as untimely. The Director further found that, even if the charges had been filed timely, they would still be dismissed because they failed to allege facts that would arguably establish a violation of the Act.

Staff Decisions:

CSEA v. Town of Carmel
(ALJ Parker)
Matter No. 24-0474

CSEA filed an improper practice charge alleging that the Town violated the Taylor Law when it unilaterally discontinued the practice of allowing bargaining unit members to use their accrued vacation days during the annual summer camp season. The ALJ sustained the charge because 1) time off is a term and condition of employment; (2) procedures applicable to the use of time off, including vacation time, must be negotiated; and (3) CSEA credibly established that the Town previously approved bargaining unit members' requests to use their vacation days during the summer camp season on a consistent basis for years before it discontinued the practice. The ALJ therefore restored the practice to the bargaining unit and ordered that a notice be posted.

Badalamenti Jr. v. UCS and CSEA
(ALJ Khaimova)
Matter No. 25-0800

A petition was filed by a UCS Court Reporter seeking to fragment out of CSEA's unit employees in the titles of Court Officer-Trainee, Court Officer, Court Officer-Sergeant, and Court Officer-Lieutenant. CSEA and UCS moved to dismiss the petition. The

ALJ dismissed the petition in its entirety, agreeing with CSEA and UCS that New York State Judiciary Law § 39(7) prohibits PERB from modifying negotiating units comprised exclusively of court employees that were in existence prior to April 1, 1977, like CSEA's, without the consent of all affected parties. The Petitioner did not appeal.

Mount Vernon City School District
(ALJ Manichaikul)
Matter No. 25-1030

CSEA filed a charge alleging a violation of the Talyor Law when the District contracted out bargaining unit work. On consent of the parties, the matter was deferred to arbitration. The charge was conditionally dismissed subject to a motion to reopen.

CSEA v. Town of Riverhead
(ALJ Manichaikul)
Matter No. 25-0264

CSEA filed a charge alleging a violation of the Talyor Law when the Town unilaterally placed bargaining unit employees on a new salary schedule. On consent of the parties, the matter was deferred to arbitration. The charge was conditionally dismissed subject to a motion to reopen.

CSEA v. Corning Community College and the County of Steuben
(ALJ Poland)
Matter No. 26-0045

CSEA filed an improper practice charge alleging that the College and County, as joint employers, violated the Taylor Law when they required, without negotiation or agreement, unit employees to switch to a new health care and prescription drug coverage plan after unilaterally abolishing the original plan. The charge was dismissed against the County because there was no dispute that the County was not actually a joint employer with the College. The

parties then agreed to defer the charge to the pending contract grievance procedure, and the charge was conditionally dismissed subject to a motion to reopen.

CSEA v. Niagara Frontier Transportation Authority
(ALJ Scott)
Matter No. 24-0939

CSEA filed a charge alleging a violation of the Talyor Law because the Authority refused to provide information related to a disciplinary grievance. The ALJ found that the information requested was unrelated to any possible grievance, as CSEA's filing in the disciplinary grievance had been untimely, and dismissed the charge as moot.

CSEA v. County of Niagara
(ALJ Khaimova)
Matter No. 24-0240

After reviewing CSEA's petition for unit placement, which sought to accrete various EMS positions into its County-wide bargaining unit, the ALJ dismissed the petition in its entirety. Specifically, she determined that placement of EMS positions into the existing unit would create a conflict of negotiating interests due to a significant disparity in benefits and working conditions, including things like differing schedules and compensation terms, the fact that employees in these EMS positions do not have to serve a probationary period, and the general lack of shared duties and responsibilities, qualifications, a common work location, and common supervision with CSEA bargaining unit members.

CSEA v. Dormitory Authority of the State of New York
(ALJ Newcomb)
Matter Nos. 23-0692 & 24-0805

CSEA filed a petition for unit clarification and/or unit placement for various HR and Director titles. DASNY filed an M/C application for the same employees. The parties narrowed the

scope of the proceeding to whether the Directors of Construction Administration were properly encompassed within CSEA's bargaining unit or whether they were managerial. After a hearing, the ALJ designated the two Directors as managerial because they exercised independent judgment in formulating policy.

COURT ACTIONS

Sainpaulin v. Civil Service Employees Association et al.
(United States District Court, Western District of New York)
Matter No. 25-0147

A former member filed a lawsuit against CSEA alleging discrimination and unlawful retaliation. CSEA filed a motion to dismiss, which the Court granted due to the Plaintiff's failure to exhaust administrative remedies at the EEOC by failing to name CSEA in an EEOC complaint and receive a right-to-sue letter from the same.

Unified Court System v. Civil Service Employees Association
(Appellate Division, First Department)
Matter No. 26-0042

The First Department denied a motion to appeal filed by UCS following an order to compel arbitration. CSEA succeeded in overturning an order from the Supreme Court staying arbitration, and on a cross motion to compel, the parties were ordered by the First Department to proceed to arbitration.

Lantigua v. Tarrytown UFSD and CSEA
(Supreme Court, County of Westchester)
Matter No. 25-1009

The Supreme Court dismissed Petitioner's Article 78 proceeding which requested that she be released from a settlement agreement

she had signed in connection with a grievance she and Respondent CSEA filed together against the Respondent District, but granted Respondents' motions to dismiss. This is because the Court could not find any identifiable theory pursuant to Article 78 of the CPLR that would yield the relief sought in Petitioner's case. In addition, even though Respondents characterized Petitioner's claim as a breach of the duty of fair representation, such a claim is under the sole jurisdiction of the Public Employment Relations Board, and the Court found no way to convert the Article 78 proceeding into the proper form.

Adamo v. Bedford CSD and CSEA, et al.
(Supreme Court, County of Westchester)
Matter No. 25-0899

The Supreme Court dismissed Plaintiff's complaint against CSEA which alleged that it engaged in discriminatory, harassing, and retaliatory conduct in violation of the New York State Human Rights Law. This is because Plaintiff's claims against CSEA were actually for a breach of the duty of fair representation, which were required to be brought within four months of the alleged breach. Since Plaintiff did not commence his lawsuit until well beyond that deadline, his claims against CSEA were time-barred.

Consepcion, et al v. CSEA, et al
(Supreme Court, Orange County)
Matter No. 24-0519

Plaintiffs, former County employees and members of CSEA, commenced an action alleging breach of the duty of fair representation under CSL § 209-a(2)(c), asserting that CSEA failed to account for their interests in negotiating a CBA that restricted "hazard pay" eligibility to active employees. The Court had previously dismissed the Complaint as an unripe Article 78 proceeding. Plaintiffs moved pursuant to CPLR § 2221 to reargue and renew. The Court granted reargument, finding it had misapprehended the nature of the action, which, despite a mistaken reference, was properly pleaded as a plenary action, not an Article

78 proceeding. Upon reargument, the Court vacated its prior Decision and Order, reinstated the Complaint against CSEA, and restored the motion to dismiss. On the renewed motion to dismiss, the Court determined that a parallel Improper Practice Charge filed with the PERB involved the same parties, facts, and relief. Exercising its discretion, the Court denied dismissal but stayed the action pending PERB's determination

CSEA and Bent v. County of Nassau
(Supreme Court, County of Nassau)
Matter No. 25-0454

The Supreme Court denied Petitioners' motion to compel arbitration with respect to a member's termination for "unsatisfactory probation" and consequently dismissed the petition. Specifically, while the member was hired on June 16, 2023, the Respondent County showed that he was hired as a "conditional" employee at that time and did not become a "probationary" employee until September 18, 2024, when the Civil Service Commission determined that the member's job title was of a "non-competitive" nature and was not subject to a formal civil service examination. Thus, when the member's employment was terminated on February 21, 2025, it was within his probationary period, which was not set to expire until September 17, 2025.

Brower v. Dutchess County
(Supreme Court, Dutchess County)
Matter No. 25-0248

A former Chemical Dependency Counselor commenced an Article 78 challenge after she was terminated following an eleven-day period in which she performed her job while her license had lapsed. The court found she had been properly dismissed under the Felix standard, as she lacked the minimum qualifications for the position.

OTHER
SECTION 72

Westchester County
(Hearing Officer Korn)
Matter No. 25-1065

A member was placed on involuntary leave following a series of medical incidents. The member did not appeal the Section 72 suspension. The Hearing Officer found the Employer's argument that the Member failed to initially challenge the findings of the evaluating psychologist unavailing, and recommended she be reinstated retroactively from the date she was found competent to return to work.