

JANUARY 2026

Administrative Law Judge/Director Decisions:

U-39474, United Public Service Employees Union v Saratoga County and Saratoga County Sheriff, dated January 14, 2026

The United Public Service Employees Union (UPSEU) filed an improper practice charge against Saratoga County and Saratoga County Sheriff (County) alleging that the County unilaterally changed its policy, reducing the number of correction officers permitted to be on vacation leave from three to two, thereby violating § 209-a.1(d) of the Public Employees' Fair Employment Act (Act).

The ALJ found that the CBA between the parties provided a reasonably arguable source of right for UPSEU and divested PERB of its jurisdiction pursuant to Civil Service Law § 205(5)(d). The ALJ dismissed the charge in its entirety.

U-39918, Ronald Baione-Doda v County of Suffolk, dated January 15, 2026

Ronald Baione-Doda filed an improper practice charge against the County of Suffolk alleging that the County violated § 209-a.1 (c) of the Public Employees' Fair Employment Act (Act) when it terminated his employment on July 10, 2025, allegedly in retaliation for his exercising the right to cease dues deductions to the Suffolk County Association of Municipal Employees.

The ALJ found that Baione-Doda successfully established that he engaged in protected activity (requesting to leave the union), and that Barnes, who terminated him, was aware of this activity. However, the ALJ concluded that Baione-Doda failed to establish the "but for" element of a retaliation charge. No evidence was provided to show that his termination was directly caused by his request to leave the Association, other than the timing of the events. The summary of his perspective on the work environment and his allegations about a "ritualistic environment" were considered insufficient to prove improper motivation. The ALJ dismissed the improper practice charge in its entirety.

U-40106, Yvelisse Perez v. United Federation of Teachers and New York City Department of Education, dated January 20, 2026

The Director dismissed Perez's improper practice charge against the United Federation of Teachers in its entirety because the charge lacked specific incidents, names, dates, times, places, or particular actions alleged to constitute a violation of the Act. The Director also found the charge to be untimely. Regarding the alleged violation of § 209-a.2 (b) of the Act, the Director found that Perez, as an individual unit member, lacked standing to bring such a charge.

U-40115, Francis Camp v City of Rochester and Rochester Police Locust Club, dated January 20, 2026

Camp, a Police Detective assigned as "aide to the Chief" of the Rochester Police Department, alleged that his exclusion from the collective bargaining unit represented by the Locust Club was improper. The Director dismissed his amended charge, finding that the Camp was not a unit member, and therefore the Locust Club owed him no duty of fair representation. Regarding the City, Camp failed to allege facts demonstrating that he engaged in protected activity known to the City, or that the City's actions would not have occurred "but for" such activity.

U-40118, Jennifer Sloan v Lyons Central School District & Lyons Teachers Association, dated January 20, 2026

Jennifer Sloan filed an improper practice charge on December 1, 2025, against the Lyons Central School District (District) and the Lyons Teachers Association (LTA). Sloan's allegations against the District included claims of interference and retaliation regarding her right to participate in a sick leave bank, denial of representation at a meeting, placement of a memo in her personnel file related to her complaints, and unilateral changes to her duties and working conditions. She asserted these actions were in response to her protected activity under a "Terms and Conditions Agreement". Regarding the LTA, Sloan alleged the union failed to fairly represent her concerning contractual benefits under her "Terms and Conditions Agreement" and failed to help clarify her status as a bargaining unit member.

Sloan subsequently withdrew the allegations against the LTA. The Director dismissed her claims against the District, finding that Sloan failed to provide any allegation or evidence that she was a member of the LTA-represented bargaining unit or any other District bargaining unit. Her employment terms were governed by an individual employment agreement, and her assertions of rights were individual conduct, not concerted activity or activity under a collective bargaining agreement.

U-38789, Rochester Fire Fighters Local 1071, IAFF, AFL-CIO, Inc. v. City of Rochester, dated January 21, 2026.

Local 1071 alleged that the City violated Sections 209-a.1(a) and (c) of the Public Employees' Fair Employment Act (Act) by directing members to forward Local's information requests concerning terminated recruit Adam Yockel's litigation to the City's law department. The ALJ found that the record was devoid of evidence to support the Local's allegation that the City directed members to forward information requests related to Yockel's litigation to the City's law department. The improper practice charge was dismissed in its entirety.

U-40077 & U-40078, Jean Paolillo v. New York City Transit Authority and Transit Workers Union, Local 100, dated January 28, 2026

The Director dismissed Paolillo's amended improper practice charges against the New York City Transit Authority (NYCTA) in their entirety because Paolillo failed to allege facts that would arguably establish a violation of the Public Employees' Fair Employment Act (Act). Specifically, her charges did not plead facts suggesting NYCTA's conduct was related to her exercise of rights under the Act, designed to deprive her of those rights, or that NYCTA interfered with her union, Transit Workers Union, Local 100 (TWU).

Furthermore, the Director found that Paolillo's allegations primarily concerned employment discrimination based on gender and race and violations of contractual rights under a collective bargaining agreement (CBA). The Director clarified that PERB's jurisdiction is limited to enforcing and protecting rights under the Act and that PERB lacks authority to enforce CBAs or employment discrimination laws.

U-38303, John DeLuca v. United Federation of Teachers, Local 2, AFT, AFL-CIO & New York City Department of Education, dated January 28, 2026

DeLuca alleged that the UFT violated § 209-a.2(c) of the Public Employees' Fair Employment Act (Act) by breaching its duty of fair representation. Specifically, his initial charge, filed on January 10, 2022, claimed the UFT participated in or was complicit in settlement agreement proceedings that denied his religious exemption from the NYC DOE's COVID-19 vaccine mandate, failed to respond to his requests for assistance, and did not proactively protect his statutory, regulatory, and contractual rights.

After an Interim Decision issued on February 27, 2023, the UFT's Motion to Dismiss was largely granted, leaving only seven allegations for a hearing:

- The UFT failed to represent members by suspending the collective bargaining agreement (CBA) section related to filing grievances protesting the Leave Without Pay (LWOP) and suspension procedures.
- DeLuca wrote to UFT President Michael Mulgrew on September 22, 2021, to complain about his representation and received no reply.
- On November 15, 2021, DeLuca emailed Mulgrew and UFT Assistant Secretary Michael Sill asking what remedy the UFT planned for illegal suspensions and unpaid leaves, and received no reply.
- On December 1, 2021, DeLuca contacted UFT General Counsel Beth Norton, inquiring if the UFT would file an improper practice charge or grievances against the DOE for illegal practices, and received no reply.
- On January 12, 2022, UFT's David Campbell advised DeLuca his grievance would not advance to Step 2 and offered a conference with UFT representative Shayleen Perry, but Perry did not respond to DeLuca's request for a conference.

- On January 14, 2022, DeLuca emailed Campbell, Diane Mazzola, Mary Atkinson, and Marcus Escobar (UFT representatives) inquiring about the denial of his Step 2 grievance and received no response.
- On January 19, 2022, DeLuca emailed Perry, Campbell, Atkinson, Mazzola, and Escobar, attaching grievance appeal documents and requesting assistance, but received no reply.

The Administrative Law Judge (ALJ) ultimately dismissed all of DeLuca's allegations, finding that the UFT did not breach its duty of fair representation.

- Regarding the suspension of the grievance process, the ALJ found that while a webpage indicated suspension for "new teachers," other UFT web pages applicable to incumbent teachers confirmed the process was open by September 2021. DeLuca himself filed a grievance in December 2021, demonstrating the process was accessible. The ALJ noted DeLuca's "willful ignorance" in not seeking clarification or signing up for UFT alerts when given the opportunity to do so.
- Concerning the failure to respond to inquiries, the ALJ recognized the UFT's obligation to respond to inquiries for assistance or status, but found that the "deluge of emails" received during Fall 2021 and the nature of DeLuca's inquiries (often expressing only his opinions or asking what the UFT would do about the "problems," rather than seeking assistance for his own rights) did not rise to a violation.
- Regarding the failure of Shayleen Perry to respond to DeLuca's request for a conference, the ALJ found that Perry did respond on January 24 and 26, 2022, confirming receipt of his appeal, and that a five-day delay did not constitute a breach without evidence of deliberate arbitrary, discriminatory, or bad faith conduct by Perry or jeopardy to DeLuca. Multiple copies of the request to other UFT representatives were considered redundant.
- Finally, the allegation that Campbell and others did not respond to DeLuca's January 14, 2022, inquiry about the denial reasons for his Step 2 grievance was dismissed based on credited evidence that Campbell sent an email to all grievants, which would have included DeLuca, explaining the reasons for dismissing the grievances at Step 2.

Therefore, the ALJ dismissed the charge in its entirety.

U-40100, Eugenia Pinkard v. United Federation of Teachers and NYC Department of Education, dated January 30, 2026

The Director dismissed Pinkard's charge as untimely under PERB's four-month period of limitations and because it failed to allege facts to establish a violation by either the DOE or the UFT. Pinkard had previously filed numerous similar charges over the past decade regarding her 2010 termination, all of which were dismissed as either lacking sufficient allegations/proof or as untimely. Pinkard was cautioned that her repeated filing of redundant and untimely charges could constitute misconduct under PERB's Rules.

U-40128, United Public Service Employees Union v. Uniondale Union Free School District, January 30, 2026

The Director dismissed the improper practice charge filed by the United Public Service Employees Union (UPSEU) alleging that the Uniondale Union Free School District (District) violated §§ 209-a.1(a) and (d) of the Public Employees' Fair Employment Act (Act). Specifically, UPSEU claimed that the District unilaterally changed a term and condition of employment by requiring certain salaried employees to work a 7.5-hour workday instead of their traditional and longstanding seven-hour workday, as stated in their canvassing letter.

The Director found that the charge was not timely filed, as it was filed more than four months after the change was made. The Director explained that the Board has explicitly rejected the "continuing violation" theory for calculating the filing period.

U-38744, United Federation of Teachers, Local 2, AFT, AFL-CIO (UFT) v. New York City Department of Education, dated January 30, 2026

The UFT filed an improper practice charge against the New York City Department of Education (District or DOE), alleging that the District violated §§ 209-a.1 (a), (b), and (c) of the Public Employees' Fair Employment Act (Act). The core of the charge revolves around Charles DiBenedetto, a full-time UFT chapter advocate who was disciplined based on the actions he took as a UFT chapter advocate.

The ALJ found that the District violated §§ 209-a.1 (a) and (c) of the Act when the District initiated § 3020-a disciplinary charges against DiBenedetto, in retaliation for his engagement in protected union activity. The ALJ found the District's mootness defense to be without merit, explaining that even though the § 3020-a charges against DiBenedetto were dismissed, the issue of interference and discrimination allegations are not rendered moot by intervening events, since the withdrawal of a complained-of action does not normally address the potential chilling effect that those have on the exercise of protected rights. The ALJ also confirmed the previous ALJ's ruling to apply collateral estoppel to the factual findings of the § 3020-a Opinion and Award issued by a Hearing Officer. This award had previously dismissed all charges against DiBenedetto.

The ALJ concluded that the District would not have sought to terminate DiBenedetto and preferred § 3020-a charges had he not engaged in protected union activity. The ALJ found the District's claim that it preferred charges based on a substantiated fraud allegation from an OSI investigation to be pretextual given the fact that the OSI investigation was fatally flawed.

The ALJ, finding no evidence that the District attempted to control, interfere with, or meddle in the UFT's internal affairs or independence, dismissed the allegation that the District violated § 209-a.1 (b) of the Act.

U-38661, Tonia Sprinkle v. Yonkers Federation of Teachers & Yonkers City School District, dated January 30, 2026

Charging Party alleged that UFT violated the Act by failing to respond to her requests for information. The ALJ found that the record was "devoid of evidence the Federation discriminated against Sprinkle or that it engaged in arbitrary or bad faith conduct". On the contrary, the record established that the Federation responded the same day to Sprinkle's correspondence. The ALJ further found that the UFT's chosen course of action in processing the grievance was within its discretion. The ALJ dismissed the charge.