

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

ALBANY POLICE BENEVOLENT ASSOCIATION,

Petitioner,

-and-

CASE NO. C-6545

CITY OF ALBANY,

Employer,

-and-

**ALBANY POLICE OFFICERS UNION, LOCAL 2841,
COUNCIL 82, AFSCME, AFL-CIO,**

Intervenor/Incumbent.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Public Employment Relations Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested by the Public Employees' Fair Employment Act,

IT IS CERTIFIED that the Albany Police Benevolent Association has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose

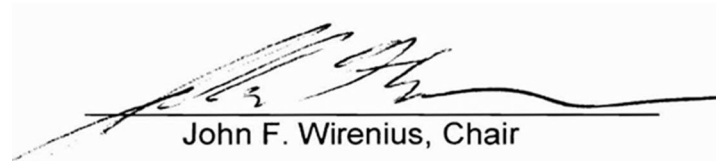
of collective negotiations and the settlement of grievances.

Included: All Police Officers and Detectives.

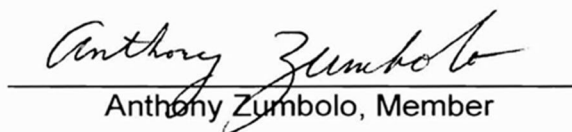
Excluded: All other employees.

FURTHER, IT IS ORDERED that the above-named public employer shall negotiate collectively with the Albany Police Benevolent Association. The duty to negotiate collectively includes the mutual obligation to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement incorporating any agreement reached if requested by either party. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

DATED: September 27, 2021
Albany, New York



John F. Wirenius, Chair



Anthony Zumbolo, Member



Rosemary A. Townley, Member

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

LOCAL 338, RWDSU/UFCW,

Petitioner,

-and-

CASE NO. CU-6644

PINDAR VINEYARDS,

Employer.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the State Employment Relations Act (SERA) and the SERA Rules of Procedure, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested by the State Employment Relations Act;

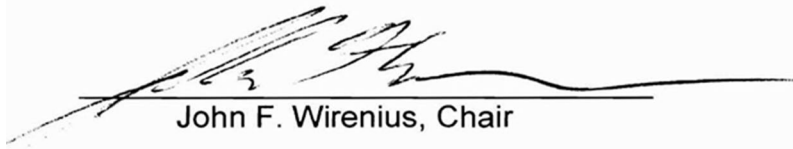
IT IS HEREBY CERTIFIED that Local 338, RWDSU/UFCW has been designated and selected by a majority of the employees of the above-named employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and for all purposes authorized by § 705 of the SERA.

Included: All full-time Agricultural Field Workers.

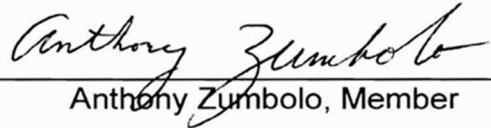
Excluded: The Foreman-Fieldworker, the Field Mechanic-Manager, seasonal workers, and all other employees.

FURTHER, IT IS ORDERED that the above-named employer shall negotiate collectively with Local 338, RWDSU/UFCW.

DATED: September 27, 2021
Albany, New York



John F. Wirenius, Chair



Anthony Zumbolo, Member



Rosemary A. Townley, Member

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 888,**

Charging Party,

CASE NO. UP-38022

- and -

NORTHEAST NURSERIES,

Respondent.

**BARNES, IACCARINO & SHEPHERD LLP (JULIE PEARLMAN SCHATZ of
counsel), for Charging Party**

**WICKHAM, BRESSLER & GEASA, P.C. (ERIC J. BRESSLER of counsel), for
Respondent**

INTERIM BOARD DECISION AND ORDER

This case comes to us on exceptions filed by Northeast Nurseries (Northeast) to the August 24, 2021 letter decision of an Administrative Law Judge (ALJ) denying two of Northeast's motions. Northeast filed a motion to dismiss the unfair labor practice charge filed by the United Food and Commercial Workers International Union Local 888 (UFCW) alleging that Northeast violated § 704-b (2) (c) of the New York State Employment Relations Act (SERA). Northeast claimed that dismissal was appropriate because the unfair labor practice charge was not verified in accordance with our SERA Rules of Procedure (SERA Rules). Northeast also filed a motion for particularization of the charge pursuant to § 252.25 (b) of our SERA Rules.

UFCW opposes Northeast's motion and contends that Northeast has not demonstrated extraordinary circumstances warranting Board review. On the merits, UFCW asserts that the ALJ did not abuse her discretion in denying Northeast's motions.

Because Northeast here seeks review of a non-final determination by the ALJ, we treat its submission as a motion for leave to file interlocutory exceptions pursuant to § 253.6 of our SERA Rules.¹ For the reasons that follow, we address Northeast's motion on the merits and find that the ALJ did not err in denying Northeast's two motions.

In a prior case, we held that in order to grant a motion for leave to file interlocutory exceptions under SERA, a party must demonstrate extraordinary circumstances warranting the grant of relief.² We note that the SERA Rules at the time of our decision, and indeed those in place today, did not provide any guidance as to the applicable standard of review for motions for leave to file interlocutory exceptions. While our draft SERA Rules, currently in preparation, will seek to address this concern, we do not feel that this case should be held in abeyance until our revised SERA Rules are in effect. Therefore, we address the exceptions on the merits and in accordance with the precedent established in 2012, and we find that the ALJ did not err in denying Northeast's motions.

First, we find that the unfair labor practice charge was completed in compliance with § 252.2 of our SERA Rules. Although, technically, the person filing the charge should have signed on the signature line directly underneath the verification provided on the second page of the form, her failure to do so is not fatal. She did sign the portion of the form requiring the name, signature, address, telephone and fax numbers, and email for the person or labor organization making the charge, and the charge was notarized.

¹ See *Monsignor Farrell High Sch*, 45 PERB ¶ 3405 (2012).


² *Id.*, at 3405.

Again, although two signatures on the form would be the better practice and compliant with the letter of our Rule, we find the single signature to constitute substantial compliance and to incorporate the verification portion of the unfair labor practice form.


Second, we find that the ALJ did not err in denying Northeast's motion for particularization of the charge. Our review of the charge demonstrates that it is specific enough to survive the relatively lax standard for pleadings under SERA.³ Moreover, to the extent that Northeast may need further information regarding UFCW's claims prior to the hearing, such issues can be dealt with at the pre-hearing conference mandated by § 253.35 of our SERA Rules. In addition, § 254.1 of our SERA Rules grants adequate discretion to the ALJ to adjourn the hearing if she believes Northeast may be prejudiced by the introduction of unanticipated evidence.

Based on the foregoing, we affirm the ALJ's letter ruling and remand this matter to the ALJ for a conference and hearing forthwith.

DATED: September 27, 2021
Albany, New York



John F. Wirenius, Chair



Anthony Zumbolo, Member



Rosemary A. Townley, Member

³ Section 252.31 of our SERA Rules provides that “[a]ll pleadings shall be liberally construed.”