

**Board of Educ. of the City Sch. Dist. of the City of
N.Y.("Doe") v United Fedn. of Teachers, Local 2**

2026 NY Slip Op 30452(U)

February 6, 2026

Supreme Court, New York County

Docket Number: Index No. 452879/2025

Judge: Lyle E. Frank

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LYLE E. FRANK PART 11M

Justice

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THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK ("DOE"), AND MELISSA AVILES-RAMOS, AS CHANCELLOR OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK,

Petitioner,

- v -

UNITED FEDERATION OF TEACHERS, LOCAL 2, AMERICAN FEDERATION OF TEACHERS, AFL-CIO, MICHAEL MULGREW, AS PRESIDENT OF UNITED FEDERATION OF TEACHERS, LOCAL 2, AFL-CIO

Respondent.

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INDEX NO. 452879/2025
MOTION DATE 10/01/2025
MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

were read on this motion to/for VACATE - DECISION/ORDER/JUDGMENT/AWARD.

Upon the foregoing documents, the motion is denied, and the cross-motion is granted.

Background

Petitioner DOE has a collective bargaining agreement (the "CBA") with Respondents. One provision in this CBA requires that certain information be made available to teachers "on request." The CBA also contained an arbitration provision that limits the arbitrator's authority to "the application and interpretation of the provisions" of the CBA. A grievance was filed in 2024 related to an alleged failure to provide the aforementioned information upon request, and arbitration duly followed. There, the arbitrator noted that the CBA does not specify when information must be provided upon request and inferred that this meant it must be provided within a reasonable time. The arbitrator went on to define what that time was (the "Timetable"),

and in doing so, limited that Timetable to the parties here in question. Petitioner believes this to have exceeded the authority of the arbitrator and filed this Article 75 proceeding seeking to vacate the decision. Respondents oppose and cross-move to dismiss the petition and confirm the award.

Discussion

The dispute between the parties and the issue before the court is whether the arbitrator's decision to create a timetable was in excess of his authority under the CBA or an irrational decision because it creates a timeline that only applies to one school. Judicial review of an arbitrator's decision is limited, and a decision can only be overturned under specific circumstances, including if an arbitrator "exceeded his power." CPLR § 7511(b)(iii). Such an excess of power "occurs only where the arbitrator's award violates a strong public policy, is irrational or clearly exceeds a specifically enumerated limitation on the arbitrator's power", and courts are required to give the decision deference. *N.Y. City Transit Auth. v. Transp. Workers' Union, Local 100*, 6 N.Y.3d 332, 336 [2005]. For the reasons that follow, the Court finds that the decision was neither in excess of the arbitrator's power nor irrational, and therefore the petition is denied.

The Award Did Not Clearly Exceed a Specifically Enumerated Limitation

Petitioner argues that because the CBA does not include a set timeline on when information must be provided upon request, any attempt to read a reasonableness standard into the CBA or to set a timeline exceeds the arbitrator's power and effectively rewrites the contract by creating a new rule. The problem with this argument is that in creating the Timeline, the arbitrator was interpreting and applying a provision of the CBA (i.e., that information be provided "upon request"). The matter of whether an arbitrator exceeded their power "focuses on

whether the arbitrators had the power, based on [the agreement] to reach a certain issue, not whether the arbitrators correctly decided the issue.” *Roffler v. Spear, Leeds & Kellogg*, 13 A.D.3d 308, 310 [1st Dept. 2004]. A court is not to overturn such a decision “unless there is no support at all justifying the decision.” *Id.*

Here, the arbitrator was empowered to determine the “application and interpretation” of the CBA provisions and to fashion an appropriate remedy. In deciding that “upon request” meant within a reasonable time and laying out what a reasonable time means in this specific scenario, the arbitrator was within their powers under the CBA. This Court does not have the power to substitute its determination of what “upon request” means in this scenario, nor does it have the authority to vacate the arbitrator’s ability to interpret this provision. The arbitrator was permitted under the CBA to reach the issue of when the information at issue is to be provided as well as to fashion an appropriate remedy in response. Therefore, the award did not clearly exceed a specifically enumerated power in doing just that.

The Award is Not Irrational

Petitioner argues that the award is irrational because it should have left the matter of timelines to the parties to collectively negotiate. An arbitrator’s decision is irrational when there is “no proof whatever to justify the award.” *Peckerman v. D & D Assocs.*, 165 A.D.2d 289, 296 [1st Dept. 1991]. Here, it cannot be said that there was no proof whatsoever to support a finding that the term “upon request” meant within a reasonable time, nor is the Timeline completely irrational. The Award did not create a new obligation, it interpreted an ambiguous existing obligation that had been negotiated and fashioned a remedy in response to a failure to provide the information when requested. Because arbitrators may “reflect the spirit rather than the letter of the agreement”, a court cannot overturn an award interpreting a contract “unless it is totally

irrational.” *Amalgamated Transit Union v. Green Bus Lines, Inc.*, 50 N.Y.2d 1007, 1009 [1980].

It cannot be said that interpreting a provision requiring information to be provided “upon request” to mean provided within a reasonable time is irrational. Because the Court has no basis with which to vacate the award, the petition must be denied and the award confirmed.

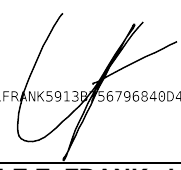
Accordingly, it is hereby

ADJUDGED that the motion is denied; and it is further

ORDERED that the petition is denied; and it is further

ADJUDGED that the cross-motion is granted; and it is further

ORDERED that the arbitration award in this matter issued on July 3, 2025, is hereby confirmed.


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LYLE E. FRANK, J.S.C.

2/6/2026
DATE

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
			<input type="checkbox"/>	REFERENCE