



American Arbitration Association  
*Dispute Resolution Services Worldwide*

*New York Labor Center*

June 29, 2012

1633 Broadway, Floor 10, New York, NY 10019-6708  
telephone: 212-484-3266 facsimile: 212-307-4387  
internet: <http://www.adr.org/>

Ellen Procida  
Director, Grievance Department  
New York State United Teachers  
52 Broadway, 16th Floor  
New York, NY 10004

David Brodsky, Esq.  
Department of Education - City of New York  
49-51 Chambers Street  
6th Floor  
New York, NY 10007

Bruce Bryant, Esq.  
Council of Supervisors & Administrators  
40 Rector Street  
12th Floor  
New York, NY 10006

Re: 13 390 01302 12  
United Federation of Teachers  
and  
Council of Supervisors & Administrators  
and  
Board Of Education/City of New York

Grievances: UI: 24 PLA Schools

Dear Parties:

By direction of the Arbitrator, enclosed please find the duly executed Award in the above-captioned matter. The Arbitrator's Opinion will follow at a later date.

Sincerely,

**Jeffrey Kriegsman**

Jeffrey Kriegsman  
Senior Case Manager  
212 484 3241  
[kriegsmanj@adr.org](mailto:kriegsmanj@adr.org)

Enclosure

**Mediation • Arbitration • Elections • Education • Training**

cc: Scott E. Buchheit, Esq.  
Seth Blau, Esq.  
Kerri Crossan, Esq.  
Russell J. Platzek, Esq.  
David Grandwetter, Esq.

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between

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UNITED FEDERATION OF TEACHERS, LOCAL 2 ;  
"UFT" :  
: :  
: :  
COUNCIL OF SCHOOL SUPERVISORS AND :  
ADMINISTRATORS, LOCAL 1 :  
"CSA" :  
and :  
NEW YORK CITY DEPARTMENT OF EDUCATION :  
"Department"/"DOE" :  
: :  
: :  
AAA CASE NO. 13 390 01302 12 :  
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In this case the UFT and CSA ("Unions") allege that the Department violated their Collective Bargaining Agreements ("CBAs") by its decision to excess/remove CSA and UFT represented employees from twenty-four (24) persistently lowest achieving ("PLA") schools and/or require certain of them to reapply to their positions for the 2012-13 school year. The Department asserts that the grievances are not arbitrable and are without merit.

The arbitration hearing in this proceeding took place on various dates in June, 2012. The Department was represented by David Brodsky, Esquire, Director of the DOE Office of Labor Relations. The UFT was represented by Ellen Gallin Procida, Director of the UFT Grievance/ Arbitration Department. The CSA was represented by David Grandwetter, CSA Counsel.

This arbitration proceeding resulted from a Stipulation and Order ("Stipulation") agreed upon by the parties and approved by the Supreme Court of the State of New York, County of New York. The Unions had commenced a proceeding by Order to Show Cause before the Court seeking to enjoin the Department from making hiring decisions of certain staff prior to the resolution of the above-noted grievances. In the Stipulation, the parties agreed that the grievances filed by the CSA and UFT would be consolidated and heard by the undersigned Arbitrator on an expedited basis. The parties further agreed that if the grievance were sustained the remedy would be as set forth in the following paragraphs from the Stipulation:

8. Should the arbitrator determine that Respondents violated the collective bargaining agreements between the parties by violating articles 17B and 18D, as applicable, of the UFT's collective bargaining agreement, the remedy shall include an opportunity for all UFT-represented employees currently assigned to the 24 subject schools at issue in this proceeding to be, if they are not already, promptly (and in no event

later than the start of the 2012-13 school year) assigned to and placed on the table of organization of their current school (or the school that may replace it) as though it were, for all labor and employment-related purposes, the same as the school they are currently assigned to and their service in the school was uninterrupted, including, but not limited to, reinstatement to their rightful place in seniority order;<sup>1</sup>

9. Should the arbitrator determine that Respondents violated the collective bargaining agreements between the parties by violating Article VII-L of the CSA's collective bargaining agreement, the remedy shall include an opportunity for all CSA-represented employees currently assigned to the 24 subject schools at issue in this proceeding to be, if they are not already, promptly (and in no event later than the start of the 2012-13 school year) assigned to and placed on the table of organization of their current school (or the school that may replace it) as though it were, for all labor and employment-related purposes, the same as the school they are currently assigned to and their service in the school was uninterrupted, including, but not limited to, reinstatement to their rightful place in seniority order;<sup>2</sup>

10. Should the arbitrator determine that Respondents violated the collective bargaining agreements between the parties by violating Articles 17B and 18D, as applicable, of the UFT's collective bargaining agreement, the remedy shall also include all UFT-

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<sup>1</sup> For purposes of this remedy, the school an employee is "currently assigned to" is the school the employee was assigned to as of the date the petition in this matter was filed and it shall not matter whether the individual has thereafter voluntarily transferred to and/or accepted another position at a school or in some other pedagogical supervisory capacity.

<sup>2</sup> For purposes of this remedy, the school an employee is "currently assigned to" is the school the employee was assigned to as of the date the petition in this matter was filed and it shall not matter whether the individual has thereafter voluntarily transferred to and/or accepted another position at a school or in some other pedagogical supervisory capacity.

represented staff who were newly-accepted for jobs at any of the 24 subject schools at issue in this proceeding being granted a right to promptly (and in no event later than the start of the 2012-13 school year) return to their prior school (or the school that replaced it), and be placed on the table of organization in the same manner as they were so placed on the date the petition in this matter was filed including reinstatement to their rightful place in seniority order, as applicable;

11. Should the arbitrator determine that Respondents violated the collective bargaining agreements between the parties by violating Article VII-L of the CSA's collective bargaining agreement, the remedy shall also include all CSA-represented staff who were newly-accepted for jobs at any of the 24 subject schools at issue in this proceeding being granted a right to promptly (and in no event later than the start of the 2012-13 school year) return to their prior school (or the school that replaced it), and be placed on the table of organization in the same manner as they were so placed on the date the petition in this matter was filed including reinstatement to their rightful place in seniority order, as applicable;

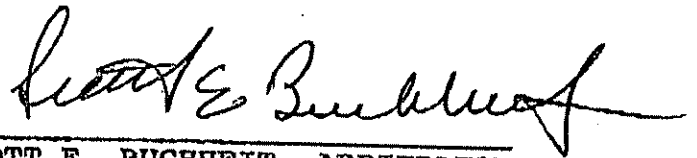
The Stipulation further provided that the parties will request that the Arbitrator issue a Decision, with Opinion to follow, on the consolidated grievances no later than June 29, 2012, or within forty-eight (48) hours of the completion of the hearing, if completed earlier. Although the hearing was completed on June 26, the parties agreed that the Arbitrator would have until June 29 to issue this Award.

Accordingly, after consideration of evidence and argument presented in this matter, and with Opinion to follow at a later date, the undersigned Arbitrator hereby enters the following AWARD:

The grievances are arbitrable.

The grievances are sustained. As a remedy, the Department shall comply with the provisions of Paragraphs 8 through 11 of the Stipulation and Order, as set forth above.

Signed this *29th* day of June, 2012.



SCOTT E. BUCHHEIT, ARBITRATOR

State of New Jersey  
County of Camden



My Commission Expires  
February 5, 2014