

APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, FIRST DEPARTMENT

Matter of New York City Tr. Auth. v. Local 100, Transp. Workers Union

2026 NY Slip Op 00585 · No. Index No. 452726/24; Appeal No. 5745; Case No. 2025-02195 · Decided February 5, 2026

SUMMARY

The Appellate Division, First Department, unanimously affirmed an order vacating an arbitration award concerning an employee's pre-disciplinary suspension and denying the grievance. The court held that the arbitrator exceeded his authority by interpreting the collective bargaining agreement to require a hearing within 30 calendar days, contrary to the agreement's provision excluding weekends and holidays from time computations.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, First Department
WRITING FOR THE COURT	Moulton, J.P.; Friedman, J.; Higgitt, J.; Rosado, J.; O'Neill Levy, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	February 5, 2026
DOCKET	Index No. 452726/24; Appeal No. 5745; Case No. 2025-02195
DISPOSITION	affirmed
PROCEDURAL POSTURE	Respondent-appellant Local 100 appealed from an order of Supreme Court, New York County, that granted the New York City Transit Authority's CPLR article 75 petition to vacate an arbitration award and denied the grievance.
STANDARD OF REVIEW	An arbitration award may be vacated under CPLR article 75 when the arbitrator exceeds the arbitrator's power by issuing an award that violates strong public policy, is irrational, or clearly exceeds a specifically enumerated limitation on the arbitrator's power.
PRECEDENTIAL VALUE	published
PARTIES	Local 100, Transport Workers Union v. New York City Transit Authority

TOPICS

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QUESTIONS PRESENTED

1. Whether the arbitrator exceeded the authority granted by the collective bargaining agreement and CPLR article 75 by interpreting the agreement to require a hearing within 30 calendar days before an employee on pre-disciplinary suspension was returned to the payroll.
2. Whether Supreme Court properly vacated the arbitration award and denied the grievance.

HOLDINGS

1. The arbitrator exceeded his authority by rewriting the collective bargaining agreement to require a hearing within 30 calendar days, even though the agreement stated that non-working days were excluded from time computations unless otherwise specified.

KEY QUOTATIONS

“Arbitrators exceed their power within the meaning of CPLR article 75 when they issue an award that “violates a strong public policy, is irrational or clearly exceeds a specifically enumerated limitation on the arbitrator’s power”” ([*1])

“Supreme Court correctly determined that the arbitrator exceeded his authority by rewriting the parties’ collective bargaining agreement when he implicitly added a new term, one that was expressly prohibited by the terms of the contract” ([*1])

FACTUAL BACKGROUND

The parties' collective bargaining agreement governed the timing of a hearing for an employee placed on pre-disciplinary suspension before the employee was returned to the payroll. The arbitrator interpreted the agreement as requiring the New York City Transit Authority to schedule the hearing within 30 calendar days. The agreement separately provided that Saturdays, Sundays, and holidays were excluded when computing time unless otherwise specified, and the appellate court concluded that the arbitrator's interpretation added a prohibited term and shortened the Authority's contractual period.

PROCEDURAL HISTORY

The Supreme Court, New York County, granted the petition to vacate the arbitration award and denied the underlying grievance. The Appellate Division, First Department, unanimously affirmed without costs.

DISPOSITION

affirmed

CASES CITED

- American Intl. Specialty Lines Insurance Co. v Allied Capital Corp., 35 NY3d 64, 70 (2020)
- Matter of Civil Serv. Empls. Assn., Inc., Local 1000, AFSCME, AFL-CIO [New York State Dept. of Corr. & Community Supervision], 200 AD3d 1454, 1455-1456 (3d Dept 2021)
- City of New York v District Council 37, 161 AD3d 435, 435-436 (1st Dept 2018)
- Matter of City of New York v Davis, 146 AD2d 480, 482-483 (1st Dept 1989)

OPINION

PER CURIAM.

Matter of New York City Tr. Auth. v Local 100, Transp. Workers Union (2026 NY Slip Op 00585)
Matter of New York City Tr. Auth. v Local 100, Transp. Workers Union 2026 NY Slip Op 00585
Decided on February 05, 2026 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports.

Decided and Entered: February 05, 2026 Before: Moulton, J.P., Friedman, Higgitt, Rosado, O'Neill Levy, JJ. Index No. 452726/24|Appeal No. 5745|Case No. 2025-02195| [*1]|In the Matter of New York City Transit Authority, Petitioner-Respondent, v Local 100, Transport Workers Union, Respondent-Appellant. Advocates for Justice, Chartered Attorneys, New York (Richard Soto of counsel), for appellant.

David I. Farber, New York City Transit Authority, Brooklyn (Lindsey M. Gosin of counsel), for respondent. Order, Supreme Court, New York County (Jeffrey H. Pearlman, J.), entered March 4, 2025, which granted the petition pursuant to CPLR article 75 to vacate an arbitration award and denied the grievance, unanimously affirmed, without costs. Arbitrators exceed their power within the meaning of CPLR article 75 when they issue an award that "violates a strong public policy, is irrational or clearly exceeds a specifically enumerated limitation on the arbitrator's power" (American Intl.

Specialty Lines Insurance Co. v Allied Capital Corp., 35 NY3d 64, 70 [2020]; see also Matter of Civil Serv. Empls. Assn., Inc., Local 1000, AFSCME, AFL—CIO [New York State Dept. of Corr. & Community Supervision], 200 AD3d 1454, 1455 [3d Dept 2021]). Supreme Court correctly determined that the arbitrator exceeded his authority by rewriting the parties' collective bargaining agreement when he implicitly added a new term, one that was expressly prohibited by the terms of the contract (see City of New York v District Council 37, 161 AD3d 435, 435-436 [1st Dept 2018]; see also Matter of Civil Serv.

Empls. Assn., Inc., Local 1000, 200 AD3d at 1455-1456). Specifically, the arbitrator found that Section 2.1(C)(8)(D) of the contract required petitioner New York City Transit Authority (NYCTA) to schedule a hearing for an employee on pre-disciplinary suspension status within 30 "calendar days" before returning that employee to payroll. This modification of the contract ignored Section 2.1(E)(5), which provides that in computing the time within which any action must be taken Saturdays, Sundays, and holidays "shall not be counted except where otherwise specified."

Because Section 2.1(C)(8)(D) states that employees on pre-disciplinary suspension status must be restored to the payroll after "thirty (30) days," as opposed to "30 calendar days," non-working days — i.e. Saturdays, Sundays, and holidays — are excluded under Section 2.1(E)(5).

Moreover, the arbitrator's interpretation impermissibly rewrote the contract by further limiting the amount of time that NYCTA had to schedule a hearing before returning an employee on pre-disciplinary suspension to the payroll (see District Council 37, 161 AD3d at 435; see also *Matter of City of New York v Davis*, 146 AD2d 480, 482-483 [1st Dept 1989]). THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: February 5, 2026

PER CURIAM.

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Because Section 2.1(C)(8)(D) states that employees on pre-disciplinary suspension status must be restored to the payroll after "thirty (30) days," as opposed to "30 calendar days," non-working days — i.e. Saturdays, Sundays, and holidays — are excluded under Section 2.1(E)(5).

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