



**THE PORTION OF THE ARBITRATOR'S AWARD WHICH CONFLICTED WITH THE COLLECTIVE BARGAINING AGREEMENT AND THE PORTION OF THE AWARD WHICH WAS NONFINAL SHOULD NOT HAVE BEEN CONFIRMED BY SUPREME COURT (FOURTH DEPT).**

The Fourth Department determined certain findings made by the arbitrator shouldn't have been confirmed by Supreme Court. The matter concerned the elimination of teaching positions to accommodate the hiring of teachers' aides. In one instance the arbitrator's ruling conflicted with the terms of the collective bargaining agreement (CBA). And in the other instance the arbitrator's ruling was nonfinal:

An award may be vacated where an arbitrator, "in effect, made a new contract for the parties in contravention of [an] explicit provision of [the] arbitration agreement which denied [the] arbitrator power to alter, add to or detract from" the collective bargaining agreement (CBA) ... .

An award is nonfinal and indefinite if, inter alia, "it leaves the parties unable to determine their rights and obligations" ... . [Matter of Arbitration Between Buffalo Teachers Fedn., Inc. \(Board of Educ. of the Buffalo Pub. Schs.\), 2020 NY Slip Op 00794, Fourth Dept 1-31-20](#)