

AMERICAN ARBITRATION ASSOCIATION
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In the Matter of the Arbitration X
between X
NEW YORK CITY DEPARTMENT OF X
EDUCATION X
"Department" X
-and- X
UNITED FEDERATION OF TEACHERS X
"Union" X
----- X

Re: Spring Recess
Case #A-079-C23132
Negative CAR
Balances/MOU Days
to Vacation Days

APPEARANCES

For the Department

Karen Solimando, Executive Director

For the Union

David Campbell, Director

BEFORE: Martin F. Scheinman, Esq., Arbitrator

OPINION

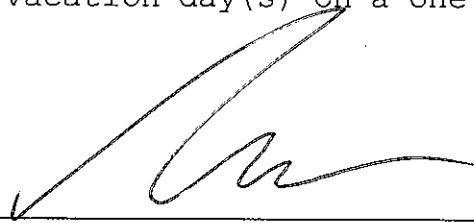
On January 5, 2022, I issued an Award regarding employees required to work during the Spring Recess 2020. Thereafter, issues arose regarding the way in which the Department was crediting employees who had negative Cumulative Absence Reserve ("CAR") days when I awarded vacation days as compensation for work during Spring Recess 2020. As a result, I conducted a series of conference calls and Zoom hearings to fully flush out the various scenarios which had arisen and to provide both sides the opportunity to present their respective viewpoint about how to address the relationship between CAR days and vacation days granted pursuant to my Award.

In prior rulings, I concluded the days established under the Memorandum of Understanding ("MOU") dated April 4, 2020, were of greater value than CAR days. Although not unfettered, the vacation days I awarded are subject to less restrictions than CAR days. Therefore, I concluded a one (1) for one (1) conversion of vacation days to CAR days was not proper with regards to a negative CAR balance experienced by several thousand employees.

Instead, I conclude, MOU days as they impact negative CAR balance individuals shall be analyzed effective the end of the Spring 2020 break, May 1, 2020. Any MOU days converted to CAR days shall be based upon one (1) MOU day equaling two (2) CAR days to reduce the negative CAR balance.

Any unused MOU day(s) in an individual's bank as of February 1, 2022, shall be converted to vacation day(s) on a one (1) to one (1) basis.

April 26, 2022.

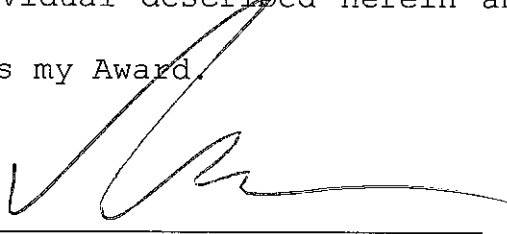


Martin F. Scheinman, Esq.
Arbitrator

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, MARTIN F. SCHEINMAN, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this instrument, which is my Award.

April 26, 2022.



Martin F. Scheinman, Esq.
Arbitrator