

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D28132
O/prt

_____AD3d_____

Argued - June 21, 2010

PETER B. SKELOS, J.P.
L. PRISCILLA HALL
SHERI S. ROMAN
SANDRA L. SGROI, JJ.

2009-08518

DECISION & ORDER

In the Matter of Local 456, International Brotherhood
of Teamsters, appellant, v City of Yonkers, respondent.

(Index No. 16476/09)

Barnes, Iaccarino & Shepherd, LLP, Elmsford, N.Y. (Emily A. Roscia of counsel),
for appellant.

Mark W. Blanchard, Yonkers, N.Y. (Christopher H. Feldman of counsel), for
respondent.

In a proceeding pursuant to CPLR article 75 to vacate an arbitration award dated April
30, 2009, the petitioner appeals from an order of the Supreme Court, Westchester County (Loehr,
J.), entered August 18, 2009, which denied the petition.

ORDERED that the order is affirmed, with costs.

Contrary to the petitioner's contentions, vacatur of the arbitration award is not
warranted since the award did not violate a strong public policy, was not irrational, and did not
"manifestly exceed[] a specific, enumerated limitation on the arbitrator's power" (*Matter of Erin
Constr. & Dev. Co., Inc. v Meltzer*, 58 AD3d 729, 729; see *Matter of United Fedn. of Teachers,
Local 2, AFT, AFL-CIO v Board of Educ. of City School Dist. of City of N.Y.*, 1 NY3d 72, 79;
Matter of Board of Educ. of Arlington Cent. School Dist. v Arlington Teachers Assn., 78 NY2d 33,

July 13, 2010

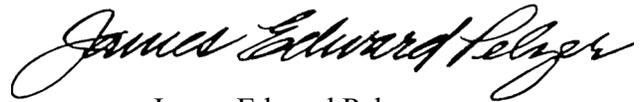
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37; *Cifuentes v Rose & Thistle, Ltd.*, 32 AD3d 816; *Matter of Rockland County Bd. of Coop. Educ. Servs. v BOCES Staff Assn.*, 308 AD2d 452, 453). To the contrary, we agree with the Supreme Court that the arbitration award constituted a reasonable interpretation of the provisions of the collective bargaining agreement between the parties (see *Matter of Town of Callicoon [Civil Serv. Empls. Assn. Town of Callicoon Unit]*, 70 NY2d 907, 909; *Matter of MBNA Am. Bank, N.A. v Karathanos*, 65 AD3d 688, 689), and was “final and definite” in accordance with CPLR 7511(b)(1)(iii) (*Matter of Meisels v Uhr*, 79 NY2d 526, 536; see *Morgan Guar. Trust Co. of N.Y. v Solow*, 68 NY2d 779, 781-782).

SKELOS, J.P., HALL, ROMAN and SGROI, JJ., concur.

ENTER:



James Edward Pelzer
Clerk of the Court