

119 A.D.3d 803, 989 N.Y.S.2d 327
(Mem), 2014 N.Y. Slip Op. 05343

****1** In the Matter of Professional
Firefighters Association of Nassau County,
Local 1588, International Association
of Firefighters, AFL-CIO, Appellant
v
Village of Garden City, Respondent.

Supreme Court, Appellate Division,
Second Department, New York
July 16, 2014

CITE TITLE AS: Matter of Professional Firefighters
Assn. of Nassau County, Local 1588, Intl. Assn.
of Firefighters, AFL-CIO v Village of Garden City

Arbitration
Confirming or Vacating Award
Powers of Arbitrator

Meyer, Suozzi, English & Klein, P.C., New York, N.Y.
(Richard S. Coenthal and Joni H. Kletter of counsel), for
appellant.

Cullen and Dykman LLP, Garden City, N.Y. (Thomas B.
Wassel of counsel), for respondent.

In a proceeding pursuant to CPLR 7510, inter alia, to
confirm an arbitration award dated February 25, 2013,
in which the respondent moved to vacate the award,
the petitioner appeals, as limited by its brief, from so
much of an order of the Supreme Court, Nassau County
(Diamond, J.), entered July 1, 2013, as denied that branch
of its petition which was to confirm the award, and
granted the respondent's motion to vacate the award.

Ordered that the order is reversed insofar as appealed
from, on the law, with costs, that branch of the petition
which was to confirm the arbitration award is granted, and
the motion to vacate the award is denied.

Arbitration decisions are entitled to deference from the
courts (*see Matter of New York City Tr. Auth. v Transport
Workers' Union of Am., Local 100, AFL-CIO*, 6 NY3d
332, 336 [2005]), and will not be disturbed unless they are
irrational, violate public policy, or exceed a specifically
enumerated limitation on the arbitrator's power (*see
Matter of Shenendehowa Cent. Sch. Dist. Bd. of Educ.
[Civil Serv. Empls. Assn., Inc., Local 1000, AFSCME,
AFL-CIO, Local 864]*, 20 NY3d 1026, 1027 [2013]; *Matter
of New York City Tr. Auth. v Transport Workers Union
of Am., Local 100*, 14 NY3d 119, 123 [2010]; *Matter
of Westchester County Corr. Officers' Benevolent Assn. v
County of Westchester*, 100 AD3d 644 [2012]).

Contrary to the contention of the respondent, Village
of Garden City, and the determination of the Supreme
Court, the challenged arbitration award did not exceed
a specifically enumerated limitation on the arbitrator's
power. Rather, the arbitrator acted within her broad
authority under the collective bargaining agreement by
relying upon the prior agreements and past practices
of the parties in interpreting the provisions of the
agreement, and in determining that the Village violated
it by assigning the operation of first line equipment
to volunteer firefighters rather than to paid firefighters
represented by the petitioner (*see generally Rochester City
School Dist. v Rochester Teachers Assn.*, 41 NY2d 578,
583 [1977]; *Matter of Meegan v Brown*, 81 AD3d 1403,
1404-1405 [2011]; ***804** *Matter of City of Watertown
[Watertown Professional Firefighters' Assn., Local #191]*,
280 AD2d 893, 894 [2001]).

****2** Similarly, the arbitrator's award was neither
irrational nor violative of public policy (*see Matter of New
York City Tr. Auth. v Transport Workers Union of Am.,
Local 100, AFL-CIO*, 99 NY2d 1 [2002]; *Matter of New
York State Correctional Officers & Police Benevolent Assn.
v State of New York*, 94 NY2d 321 [1999]). Accordingly,
the court erred in denying that branch of the petition
which was to confirm the award and in granting the
Village's motion to vacate it. Mastro, J.P., Leventhal, Lott
and Miller, JJ., concur.

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