IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

CITY OF CLEVELAND,	)	**CASE NO. CV-16-868035**
	)	
PETITIONER,	)	
	)	**JUDGE MICHAEL E. JACKSON**
vs.	)	
	)	**JOURNAL ENTRY AND OPINION**
CLEVELAND POLICE PATROLMEN'S ASSOCIATION	)	**GRANTING THE APPLICATION TO CONFIRM AND DENYING THE APPEAL TO VACATE OR MODIFY THE ARBITRATION AWARD.**
	)	
	)	
RESPONDENT.	)	

The Court held a hearing on January 27, 2017 to consider Petitioner City of Cleveland's (City) appeal to vacate or modify an arbitrator's award and to consider Respondent Cleveland Police Patrolmen's Association's (CPPA) application to confirm the award. Arbitrator Alan Miles Ruben (Arbitrator) issued the award on May 31, 2016 and supplemented that award on July 1, 2016 to clarify two issues raised by the parties (collectively, Arbitration Award or Award). Attorneys Jon M. Dileno, (Zashin & Rich Co.), represented the City, and Brian R. Moriarty (Brian Moriarty Law) represented CCPA at the hearing.

The City and the CPPA, which represents the City's 850 patrol officers, entered into a collective bargaining agreement effective April 1, 2103 through March 31, 2106 (CBA) that included a mandatory arbitration provision to resolve disputes arising under the CBA. The CPPA properly filed a grievance, as discussed below, the City denied it, and the CPPA requested an arbitration hearing that resulted in the Arbitrator's Award in favor of the CPPA.

For the reasons stated in this Journal Entry and Opinion, the Court grants CPPA's application to confirm the Award, and the Court denies the City's appeal to vacate or modify the Arbitrator's Award.

SUMMARY OF FACTS

On July 7, 2014, Cleveland was awarded the bid to host the 2016 Republican National Convention (RNC). The federal government provided the City with a $49,000,000.00 grant for security, training, and the purchase of equipment. Because of the RNC, the City elected to suspend furlough[1] time for numerous city employees who work in public safety around the time of the convention, July 11, 2016 - July 31, 2016. For the purposes of this Journal Entry and Opinion, the Court considers this three-week period - the week before, of, and after the RNC as part of the entire event of the RNC.

On September 19, 2015, the Division of Police issued its directive to all patrol officers and others in the Division of Police suspending furloughs during the RNC[2]. On September 24, 2015, pursuant to Article XXIII, the CCPA filed its grievance asserting that the City's decision to exclude patrol officers from selecting furloughs for the RNC violated the CBA. The City denied the grievance, and the parties proceeded to arbitration on March 22, 2016.

Pursuant to Article XII of the CBA, patrol officers are entitled to a certain amount of furlough each year based on the number of years of service. The CBA requires fifty-two, one-week furlough periods scheduled during each calendar year. Personnel on furlough must be evenly distributed among the fifty-two periods. Pursuant to Article XI, patrol officers who are called into work when they are not scheduled will be compensated "premium pay" or "call-in pay" at a rate of one and one-half times their rate of pay, with four hours of work guaranteed. Pursuant to Article II, the City retains management rights.

[1] A vacation period is called a furlough under the CBA. Since the parties use furlough, that term is used.
[2] Five officers applied to have furloughs during those weeks under a "hardship exception" and all five applications were granted.

ARBITRATOR'S OPINION

On May 25, 2016, the Arbitrator ruled in favor of the CPPA by determining that pursuant to the terms of the CBA, the City could not suspend three weeks out of the mandatory fifty-two week furlough periods for patrol officers to schedule their paid furloughs.

The City argued its decision was a public safety "necessity" caused by the RNC, but the Arbitrator rejected this argument because under the CBA, the City could "call-in" patrol officers at the premium pay rate to ensure public safety[3]. The Arbitrator specifically determined there was no precedent for the City, on its own, to suspend weeklong furlough periods, based on the testimony of the two witnesses, one for the City, Edward Tomba, Deputy Chief of Homeland Security and Special Operations, and one for the CPPA, Detective Steve Loomis. With two years for the City to plan for this event, the Arbitrator agreed with the witnesses that the RNC was not an emergency; rather, it was an exigent circumstance. In addition, Loomis testified that the City did not interrupt furloughs to address additional security needs or concerns for other significant events, such as the World Series games, NBA championship games, short staffing at [Cleveland] Hopkins [International Airport], or gang related operations. Instead, for each of those circumstances, patrol officers on regularly scheduled off days or using other comp time may have been "called-in" for duty, but if they were scheduled for duty and request off, they were denied the ability to use comp time. Emergencies were identified as September 11, 2001, and during the 2003 summer "brown out," when patrol officers voluntarily "called-in."

[3]As of the date of the arbitration hearing, 116 other cities committed to provide Cleveland with 2,121 officers for the RNC. These officers would have their compensation, benefits, and travel expenses paid or reimbursed by Cleveland. Housing would be provided at local colleges and universities.

The Arbitrator determined that the City did not have authority under the CBA to eliminate three of the fifty-two week paid furlough periods, but that it could have "called-in" patrol officers who were scheduled for furlough during those weeks at the premium rate. As a result of the City's elimination of three furlough periods in 2016, all patrol officers bid on only forty-nine weeks at the end of 2015, and the City intended to pay only regular pay, but not premium pay to any patrol officers working only forty hours each RNC week.

As a remedy, the Arbitrator determined patrol officers would receive premium pay during the "call-in" for the RNC. Based on the witnesses' testimony, the Arbitrator determined that between fifty and sixty senior patrol officers would typically be on furlough during the RNC because senior officers usually were awarded bids for those weeks. Accordingly, he decided that the fifty most senior patrol officers would receive premium pay the first week of the RNC, the next fifty most senior patrol officers the second week, and the next fifty most senior patrol officers the last week.

The Arbitrator's Award caused the parties to seek two clarifications concerning the remedy for the City's breach of the CBA. In response, he first clarified whether patrol officers who were "called-in" and entitled to call-in pay during the RNC would receive "super-premium pay," if they also worked overtime at time and one half of the premium pay rate. Second, he clarified whether, the patrol officers who receive premium pay must forfeit one week of furlough time.

The Arbitrator responded in a supplemental Award on July 1, 2016, by noting that crafting an appropriate remedy regarding the second clarification would be difficult under the existing circumstances and constraints. At the time of the Award, the RNC was less than two months away and less than one month away by the time he issued the supplemental Award. Because patrol

officers must bid for their furloughs, and then bids are reviewed and furlough dates awarded based on seniority before the start of 2016, the Arbitrator determined that requiring patrol officers to bid again for furloughs during the RNC was impractical.

In response to the first question, the Arbitrator denied CPPA's request for "super-premium pay" that would result in double premium pay for patrol officers who worked during the "call-in" and who worked in excess of a normal forty hours per week. The Arbitrator determined the CBA did not authorized "super-premium pay," and it would be punitive to order it.

In response to the loss of furlough question, the Arbitrator determined that the senior patrol officers who already bid their furlough time, based on the City's unilateral decision to suspend "call-in" pay during RNC weeks, do not forfeit any furlough time. The City must bear the inherent economic risks of its decision that denied the patrol officers the right to bid their furlough time in accordance with the CBA.

APPLICABLE STATUTORY LAW FOR ARBITRATION

R.C. 2711.16 Jurisdiction

"Jurisdiction of judicial proceedings provided for by sections 2711.01 to 2711.14, inclusive, of the Revised Code, is generally in the courts of common pleas, and actions and proceedings brought under such sections shall be brought either in the court of common pleas of the county designated by the parties to the arbitration agreement as provided in section 2711.08 of the Revised Code, which designation is an irrevocable consent to the parties thereto to such jurisdiction, or, whether or not such designation has been made, in the court of common pleas of any county in which a party in interest resides or may be summoned, or if any party in interest is a corporation, in any county in which such corporation is situated, or has or had its principal office or place of business, or in which such corporation has an office or agent, or in any county in which a summons may be served upon the president, chairman or president of the board of directors or trustees, or other chief officer." R.C. 2711.16

R.C. 2711.10 Vacation of Arbitration Award

"In any of the following cases, the court of common pleas shall make an order vacating the Award upon the application of any party to the arbitration if:

(A) The award was procured by corruption, fraud, or undue means.

(B) Evident partiality or corruption on the part of the arbitrators, or any of them.

(C) The arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.

(D) The arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite Award upon the subject matter submitted was not made.

If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may direct a rehearing by the arbitrators." R.C. 2711.10.

R.C. 2711.11 Modification

"In any of the following cases, the court of common pleas in the county wherein an award was made in an arbitration proceeding shall make an order modifying or correcting the award upon the application of any party to the arbitration if:

(A) There was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;
(B) The arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matters submitted;

(C) The award is imperfect in matter of form not affecting the merits of the controversy.
The order shall modify and correct the award, so as to effect the intent thereof and promote justice between the parties." R.C. 2711.11.

R.C. 2711.09 Confirmation

"At any time within one year after an award in an arbitration proceeding is made, any party to the arbitration may apply to the court of common pleas for an order confirming the award. Thereupon the court shall grant such an order and enter judgment thereon, unless the award is vacated, modified, or corrected as prescribed in sections 2711.10 and 2711.11 of the Revised Code. Notice in writing of the application shall be served upon the adverse party or his attorney five days before the hearing thereof." R.C. 2711.09.

APPLICABLE CBA PROVISIONS

Article XII Furlough

All members shall be granted the following vacation leave with full pay for each year based upon their length of City service as of December 31 of the previous year as follows:

Years of Service	Vacation	Years of Service	Vacation	Years of Service	Vacation	Years of Service	Vacation
After 1 year	2 weeks	After 8 years	3 weeks	After 12 years	4 weeks	After 22 years	5 weeks

There will be fifty-two (52), one-week furlough periods, scheduled during each calendar year. One week of furlough is defined as forty (40) hours. Furloughs will be selected on a seniority basis. Patrol Officers may take their earned furlough by selecting consecutive furlough weeks or by selecting separate one- week furlough periods. There will be an even distribution of personnel among the fifty-two (52) furlough periods. The same number of patrol officers shall be on furlough during each of the furlough periods unless mathematically impossible. In the latter event, the rule shall be maintained as ideally as possible.

The administration of vacations (including eligibility requirements) shall be in accordance with the following rules and regulations established by the Office of Personnel Administration and the CPPA:

Article XI Hours, Overtime, Court-time, Compensatory Time, Lunch Break

(g) Overtime. The City shall be the sole judge of the necessity for overtime. The hourly rate for overtime and other premium compensation shall be computed by dividing the employee's annual

salary by two thousand eighty hours (2,080) per year. For employees assigned to a seven (7) day work period, all hours in excess of forty (40) hours in a work period shall be compensated at the rate of one and one-half (1-1/2) times the employees hourly rate. For all employees assigned to an eight (8) day work period, all hours in excess of forty-eight (48) hours will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of eight (8) hours per day for employees assigned to eight-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All hours worked in excess of ten (10) hours per day for employees assigned to ten-hour shifts shall be considered overtime and compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate. All paid holiday hours falling on a regularly scheduled shift and paid vacation hours shall be considered hours actually worked for the purpose of determining overtime. Paid sick leave and compensatory time off shall not be counted for the purpose of determining overtime. There shall be no pyramiding of overtime or other premium pay compensation, and overtime shall be computed on the basis of whatever total whatever total overtime hours are greater for the week, either on a daily or weekly basis, but not both.

(h) Call-In Pay. An employee required to report to work for reasons other than court appearances, prosecutor reviews, matters involving the City Law department or other court related or judicially related matter, when the time required is not contiguous to his/her scheduled time of work, then the employee shall be guaranteed a minimum of four hours work, compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE II Management Rights

The Union recognizes the City as the body of authority solely vested with the right to run the City. It shall have the right to take any action it considers necessary and proper to effectuate any management policy, expressed or implied, except as expressly limited under this Agreement. Further, the City has no duty to bargain over its decisions which are permitted under this Article.

Section 2

Except as limited under this Agreement, the City's management rights include, but are not limited to, the right to:
(a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;

(b) Direct, supervise, evaluate or hire members and to determine when and under what circumstances a vacancy exists;
…
(e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain members;
(f) Determine the adequacy of the work force;
….
(k) Take actions to carry out and implement the mission of the City as a unit of government. The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

COURT'S ANALYSIS AND OPINION

"It is the policy of the law to favor and encourage arbitration and every reasonable intendment will be indulged to give effect to such proceedings and to favor the regularity and integrity of the arbitrator's acts." *Campbell v. Automatic Die & Prods. Co.*, 162 Ohio St. 321, 329, 123 N.E.2d 401 (1954) citing, 6 Corpus Juris Secundum, 152, Arbitration and Award, Section 1; *Corrigan* v. *Rockefeller*, 67 Ohio St., 354, 367, 66 N. E., 95, 98. Absent a showing that the award is arbitrary, capricious, or unlawful, the court should not disturb the Arbitrator's ruling. *Campbell* at 329.

The City Had No Right to Eliminate Three Furlough Periods Due to the RNC.

The Arbitrator considered and rejected the City's argument that the Award violates public policy because it was designated a National Special Security Event by the Department of Homeland Security that mandated special event preparation and planning concerning security threats. The City did not demonstrate that this aspect of the Award was arbitrary, capricious, or unlawful. The Court confirms the Arbitrator's ruling on this point. *Id*.

With a grant of $49,000,000.00 for safety and equipment and two years to plan for the RNC, it is difficult to accept that the City could not properly ensure public safety and at the same

time abide by the CBA, or negotiate a reasonable solution with the CPPA regarding these issues. Since the parties agreed that the RNC event called for "all hands on deck," the issue is not the size of the work force or the willingness of the patrol officers to work during the RNC. The parties agreed that under Article XI, the City had the ability to "call-in" officers from furlough to work during the RNC, and in exchange for losing furlough time, they receive premium pay.

The City's Deputy Chief of Homeland Security and Special Operations testified that the City did not have authority under the terms of the CBA to alter furlough bidding based on a period of fifty-two weeks. He also testified that the RNC and its security requirements do not constitute an emergency. Therefore, by his testimony the City admitted that Article II of the CBA management rights provision does not apply to permit unilateral cancelation of furloughs. The result is clear; the City knowingly violated the CBA[4].

The Court draws an inference from the City's decision to disregard the CBA in constructing a policy to solve its perceived problem. The City simply did not want to pay time and one-half to patrol officers on furlough called in to work the RNC and was willing to provide them with the opportunity to avoid the loss of furlough time as a trade-off for not paying premium pay. Whatever the motivation or intent, the City unilaterally implemented a policy that violated the explicit terms of the CBA. The Arbitrator rendered an Award that addressed this CBA violation. "Courts should not allow public employers to disregard the terms of their collective bargaining agreements whenever they find it convenient to do so." *Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities v. Mahoning Cty. TMR Educ. Asso.*, 22 Ohio St.3d 80, 84, 488 N.E.2d

[4] In its application for confirmation and during the hearing, counsel on behalf of the CPPA represented that the City negotiated furlough agreements with the firefighters union and EMS union, but made no attempt to negotiate with the CPPA.

872 (1986). Consistent with the Supreme Court of Ohio's reasoning, the Arbitrator held the City accountable for its breach of the CBA with a remedy that, as discussed next, "draws its essence from the CBA, and there is a rational nexus between the agreement and the Award such that the Award is not arbitrary, capricious, or unlawful." *Id.*

The Arbitrator's Remedy "Draws its Essence from the CBA"; It is Not Punitive.

The main issue is whether the Arbitrator's remedy "draws its essence from the CBA, and there is a rational nexus between the agreement and the Award such that the Award is not arbitrary, capricious, or unlawful." *Id.* In addition, a municipality is not subject to punitive damages because "in the absence of a statute specifically authorizing such recovery, punitive damages cannot be assessed against a municipal corporation." *Spires v. Lancaster,* 28 Ohio St.3d 76, 77, 502 N.E.2d 614 (1986).

The Arbitrator weighed the public safety arguments when deciding that opening up bidding for the three weeks surrounding the RNC would have been impractical and disruptive toward preparations for the RNC, and for all the patrol officers who already bid for the 2016 furloughs. To determine whether this Award should be modified or vacated, the Court reviewed the Arbitrator's analysis of the CBA's bidding process, balancing the furlough periods with staffing levels requirement, and the right of the CPPA members who were forced to bid on the forty-nine week period imposed by the City, instead of the bargained for fifty-two week period. The Court concludes that the Arbitrator fully considered the terms of the CBA and the situation created by the City in crafting a remedy for a clear breach of the CBA, and the Court affirms the Arbitrator's decision that opening up bidding for the three weeks surrounding the RNC would have been impractical and disruptive toward preparations for the RNC. This decision by the Arbitrator draws its essence from

the CBA, has a rational nexus between the CBA and the Award, and is not arbitrary, capricious, or unlawful. *Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities*, 22 Ohio St.3d at 84.

The City referred to Article XI as a "quid pro quo" provision, meaning that each party is giving one valuable thing for another. *Black's Law Dictionary* 4115 (4th Ed. 1968). The "quid pro quo" is that the City has an available work force when circumstances require staffing levels beyond regular scheduling, and the patrol officers receive premium pay for the loss of their furlough days that they had the right to select based on a fifty-two week biding schedule.

However, the CBA does not provide a specific remedy when one party breaches this provision[5]. The Arbitrator had to consider a situation where the City had violated both aspects of the "quid pro quo" that affected the patrol officers. The City violated the patrol officer's right to select furlough days by substituting a forty-nine-week scheduling period for the negotiated fifty-two-week scheduling periods, and the City violated its obligation to pay premium pay for a RNC "call-in" by eliminating furloughs for the three weeks surrounding the RNC.

The Arbitrator fashioned a remedy for each of these breaches by basing his decision on Article XI to construct an appropriate remedy. His decisions are clearly set out in the Award and

[5] For example, consider one hypothetical breach of this provision that could occur without the issue of changing the bidding time to forty-nine-weeks. The City orders the patrol officers on a scheduled furlough to report for a "call-in," but the City does not pay the required premium pay, which results in a grievance. The City received the benefit of the patrol officers reporting and performing their duties during a "call-in," but the patrol officers did not receive their expected benefit, premium pay. The City breached the "quid pro quo." Patrol officers are likely to request one of two remedies. Some would demand payment of the premium pay to satisfy the terms and conditions of this provision. Others would request a return of their lost furlough day(s) because they are willing to accept their regular pay that they received and would rather have the lost furlough day(s) for use at another time. Depending on scheduling levels, they may not be permitted under Article XII to reschedule furlough time in that year. An arbitrator would have to determine the remedy if the grievance went to arbitration.

draw their essence from the CBA, have a rational nexus between the CBA and the Award, and are not, arbitrary, capricious, or unlawful. *Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities,* 22 Ohio St.3d at 84.

Remedy: The City Must Pay Call-in Pay for its Breach of the CBA.

The Arbitrator's determination that the City must compensate the fifty patrol officers at time and one-half their pay is not punitive because the CBA requires premium pay for "call-in." *Spires v. Lancaster,* 28 Ohio St.3d at 77. The City was obligated to comply with, rather than violate, the CBA. That compliance was bargained for, expected, and relied upon by the CPPA members. Compliance with the CBA required the City to pay time and one-half to approximately fifty patrol officers for each of the three weeks it suspended furlough. This decision by the Arbitrator draws its essence from the CBA, has a rational nexus between the CBA and the Award, and is not arbitrary, capricious, or unlawful. *Id*.

Remedy: The City Must Restore Furlough Time for its Breach of the CBA.

The City downplays the claim of the patrol officers who lost their right to bid furlough days based on a fifty-two-week period and the resulting effects of that breach. The City suggests that no harm occurred because the patrol officers selected their available furlough time and did not lose any furlough time due to the "call-in," even though the bidding process was based on a forty-nine-week period. This justification is akin to the notion of "no harm, no foul," meaning that although technically a breach of some code or law may have occurred, there is no need for punishment, apology or retribution if no actual damage occurred.

The Arbitrator chose not to adopt the City's justification for the loss of the furlough bidding rights. He determined that this breach affected every patrol officer's choice of furlough period

because of the limits related to balancing and seniority preference. The impact of the City's decision was material to the furlough selection process, the balancing of schedules also mandated in Article XII, and to every patrol officer who bid for furlough time based on forty-nine weeks, and not fifty-two. This is particularly true for patrol officers who lack seniority and wanted the best opportunity to gain a furlough time of their choice. The one hundred and fifty senior patrol officers, who would normally be awarded July furloughs during the RNC weeks, were now bidding on the remaining forty-nine weeks. The negative impact to the less senior patrol officers is apparent and material.

Accordingly, the Arbitrator was correct to construct a remedy that addressed the lost opportunities on bidding on fifty-two weeks of furlough, and addressed the distribution of personnel that would have permitted patrol officers to receive premium pay for being called-in to work during the weeks surrounding the RNC. The Arbitrator's Award draws its essence from the CBA, is not punitive, demonstrates a rational nexus with the CBA, and is not arbitrary, capricious, or unlawful to address the breaches of the CBA by the City. *Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities,* 22 Ohio St.3d at 84; *Spires v. Lancaster*, 28 Ohio St.3d at 77.

The Arbitrator acknowledged that selecting the one hundred fifty most senior officers was "an artificial expedient." On one hand, these senior patrol officers, given the choice provided under the CBA, might have selected another furlough time and received their regular pay while working during the RNC. On the other hand, the City's decision also precluded the these senior patrol officers from electing to schedule at least one of their furlough periods during the RNC to earn up to three weeks of premium pay. Further, it was as plausible that the fifty most senior officers could have selected all three weeks of the RNC for their furloughs and thereby be entitled to premium pay

for the entire period of the RNC[6]. In any event, the Arbitrator concluded the City bears the risks when there is not a clear remedy under the terms of the CBA.

The Arbitrator constructed a remedy to provide as many patrol officers as reasonably possible the opportunity to receive premium pay, based upon the terms of the CBA and the evidence presented during the arbitration. His election to provide one hundred and fifty patrol officers one week each of premium pay, instead of awarding all three weeks of premium pay to the fifty most senior patrol officers "draws its essence" from the CBA. This circumstance illustrates the negative effects of the breach of this provision by the City and the efforts made by the Arbitrator to develop a remedy that "draws its essence" from the CBA.

The Arbitrator's decision is an acceptable remedy that requires the City to provide premium pay that the City would have been required to pay to patrol officers called in from furlough during the three weeks it suspended had it complied with the CBA. For breaching the terms of Article XII's requirement that there be a fifty-two week period to bid on furloughs, the officers keep all of their furlough weeks. This decision by the Arbitrator draws its essence from the CBA, has a rational nexus between the CBA and the Award, and is not punitive, arbitrary, capricious, or unlawful. *Mahoning Cty. Bd. of Mental Retardation & Developmental Disabilities,* 22 Ohio St.3d at 84; *Spires v. Lancaster*, 28 Ohio St.3d at 77.

CONCLUSION

The Court concludes that the Award draws its essence from the CBA, has a rational nexus between the CBA and the Award, and is not arbitrary, capricious, or unlawful. *Mahoning Cty. Bd.*

[6] Patrol officers with greater than eight years of service are required by the CBA to receive at least three weeks of furlough time.

of Mental Retardation & Developmental Disabilities, 22 Ohio St.3d at 84. The Court confirms the Award because it is not punitive, not against public policy, and there is no need to modify this Award. *Spires v. Lancaster*, 28 Ohio St.3d at 77. For all the above-stated reasons, the Court grants CCPA's application to confirm Arbitrator's Award, and the Court denies the City's motion to vacate or modify the Award.

IT IS SO ORDERED.

DATED: _____ **_____**
JUDGE MICHAEL E. JACKSON

THE CLERK OF COURT SHALL SERVE A COPY OF THE FOREGOING JOURNAL ENTRY AND OPINION ON ALL COUNSEL OF RECORD AT THE ADDRESS LISTED ON THE COURT DOCKET.