

OHIO COURT OF APPEALS, NINTH DISTRICT, SUMMIT COUNTY

Patrolmen's Benevolent Assn. v. City of Munroe Falls

2008-Ohio-659 (Ohio Ct. App. 2008) · No. 23898 · Decided February 20, 2008

SUMMARY

The Ohio Court of Appeals reversed summary judgment for the Ohio Patrolmen's Benevolent Association in an action seeking to compel arbitration of grievances concerning scheduling part-time police officers. The court held that the second grievance was barred by res judicata because the same issue had been resolved through the collective bargaining agreement's Step 2 grievance process, which made the decision final when arbitration was not timely requested. The court entered summary judgment in favor of the City of Munroe Falls.

CASE DETAILS

COURT	Ohio Court of Appeals, Ninth District, Summit County
WRITING FOR THE COURT	Presiding Judge Moore; Judge Slaby; Judge Whitmore
JURISDICTION	Ohio
DECIDED	February 20, 2008
DOCKET	23898
DISPOSITION	reversed
PROCEDURAL POSTURE	The City of Munroe Falls appealed from an order granting the Ohio Patrolmen's Benevolent Association summary judgment and ordering the parties to arbitration on grievances concerning allocation of part-time police shifts.
STANDARD OF REVIEW	Summary judgment is reviewed de novo, applying the same standard as the trial court and viewing the evidence most strongly in favor of the nonmoving party. Whether a controversy is arbitrable and whether an action is barred by res judicata are questions of law reviewed de novo.
PRECEDENTIAL VALUE	Unpublished
PARTIES	City of Munroe Falls v. Ohio Patrolmen's Benevolent Association

TOPICS

- collective bargaining
- employment arbitration
- res judicata
- summary judgment
- appellate procedure

PRACTICE AREAS

Employment law

Labor law

Arbitration

Civil procedure

Municipal law

QUESTIONS PRESENTED

1. Whether the trial court properly granted summary judgment to the OPBA and denied summary judgment to Munroe Falls.
2. Whether the court or an arbitrator should decide the City's defense that the later grievances were barred by res judicata.
3. Whether the later grievances were barred by res judicata because the same issue had previously been resolved through the CBA's Step 2 grievance process.

HOLDINGS

1. Whether a controversy is arbitrable under an arbitration provision is a question of law for the court, not the arbitrator, to decide.
2. The later grievances were barred by res judicata because the earlier grievance involved the same matter, the individual officers were in privity with the OPBA's represented bargaining-unit members, and the earlier grievance became a final adjudication when the union failed to demand arbitration within the CBA's ten-day deadline.
3. Summary judgment was appropriate for Munroe Falls because the material facts were undisputed and the City's res judicata defense entitled it to judgment as a matter of law.

KEY QUOTATIONS

“The issue of whether a controversy is arbitrable under an arbitration provision of a contract is a question of law for the court to decide.” (¶ 13)

“A mutuality of interest, including an identity of desired result, creates privity for res judicata purposes.” (¶ 15)

“Under the CBA, both a decision from a formal arbitration and a grievance resolved by Step 2 are final adjudications.” (¶ 19)

FACTUAL BACKGROUND

Munroe Falls and the OPBA were parties to a collective bargaining agreement governing the part-time police officers' bargaining unit. In late 2005, the police chief added three weekday part-time shifts and assigned all three to Officer Bob Post, also giving him a new title; the OPBA filed a grievance on behalf of all part-time bargaining-unit members. That grievance was denied through Step 2 of the CBA grievance procedure, and the OPBA did not demand arbitration within the contract's ten-day period, causing the grievance to be considered resolved. Two part-time officers later filed grievances concerning the same allocation of the three shifts, and the OPBA sought to compel arbitration after those grievances were denied.

PROCEDURAL HISTORY

The OPBA filed a complaint in the Summit County Court of Common Pleas to compel arbitration after the City refused to participate in selecting an arbitrator. The parties filed cross-motions for summary judgment. The trial court granted summary judgment to the OPBA and ruled that the arbitrator should decide whether the City's res judicata defense was valid. The Court of Appeals reversed and entered summary judgment for Munroe Falls.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The appellate court entered judgment in favor of Munroe Falls and directed the Summit County Court of Common Pleas to execute the judgment through a special mandate. No remand for further merits proceedings was ordered.

CASES CITED

- Grafton v. Ohio Edison Co., 77 Ohio St.3d 102, 105 (1996)
- Viocck v. Stowe-Woodward Co., 13 Ohio App.3d 7, 12 (1983)
- Temple v. Wean United, Inc., 50 Ohio St.2d 317, 327 (1977)
- Dresher v. Burt, 75 Ohio St.3d 280, 292-93 (1996)
- Henkle v. Henkle, 75 Ohio App.3d 732, 735 (1991)
- Stinger v. Ultimate Warranty Corp., 161 Ohio App.3d 122, 2005-Ohio-2595, ¶ 9
- Gaffney v. Powell, 107 Ohio App.3d 315, 319 (1995)
- Payne v. Cartee, 111 Ohio App.3d 580, 586-87 (1996)
- Davis v. Coventry Twp. Bd. of Zoning Appeals, 9th Dist. No. 20085 (Feb. 14, 2001)
- Perrine v. Patterson, 9th Dist. No. 22993, 2006-Ohio-2559, ¶ 22
- Grava v. Parkman Twp., 73 Ohio St.3d 379 (1995)
- Brown v. Dayton, 89 Ohio St.3d 245, 247-48 (2000)
- Business Data Systems, Inc. v. Figetakis, 9th Dist. No. 22783, 2006-Ohio-1036, ¶ 11
- Brown v. Vaniman, 2d Dist. No. 17503 (Aug. 20, 1999)
- Johnson v. Metrohealth Medical Center, 8th Dist. No. 82506, 2004-Ohio-2864, ¶ 30