IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

CITY OF KANSAS CITY, MISSOURI, Employer, v. INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 42, Union.	)	Case No. _____ Division _____

CITY OF KANSAS CITY, MISSOURI'S MOTION TO VACATE ARBITRATION AWARD OR, IN THE ALTERNATIVE, TO MODIFY ARBITRATION AWARD

COMES NOW Plaintiff, City of Kansas City, Missouri ("City"), by and through its attorneys of record, pursuant to RSMo. §§ 435.405, 435.425 or, in the alternative, RSMo. § 435.410.1(2) of the Missouri Uniform Arbitration Act ("MUAA"), moves the Court to Vacate the Arbitration Award entered on March 27, 2024. In the alternative, the City moves to modify the award as set forth below. In support of its motion, the City states as follows:

THE PARTIES

The parties to the instant dispute are the City and the International Association of Firefighters, Local No. 42 ("Local 42"). The City is a constitutional charter city that operates a Fire Department ("KCFD"). Local 42 is the exclusive bargaining representative for all firefighters, fire apparatus operators, captains, and other KCFD medical and administrative personnel. The parties entered their most recent collective bargaining agreement ("CBA") on May 1, 2021, which is in effect through April 30, 2024. Ex. A, Collective Bargaining Agreement. The CBA allows grievances on disciplinary matters – discharges, demotions, or suspensions – that proceed through several steps before culminating in arbitration. Ex. A, art. XVIII.

The City is physically located within Jackson, Clay, Platte, and Cass Counties. Upon information and belief, Local 42's principal place of business is in Jackson County, where it also conducts business and may be found. Venue, therefore, is proper in this Court. RSMo. § 508. 010.2(1). Jurisdiction is proper pursuant to RSMo. § 435.430.

INTRODUCTION

A. The Underlying Event

On December 15, 2021, Firefighter was operating a Kansas City Fire Department apparatus, Pumper 19, northbound on Broadway Boulevard, en route to a house fire. Ex. B, Arbitrators Op. and Award, p. 1. At approximately 10:19 p.m., Pumper 19 entered the intersection of Westport Road and Broadway against a red light and struck another vehicle, a Honda which had proceeded through the intersection with a green light, with such force that it became lodged on Pumper 19's bumper. Ex. B, p. 1-2. Pumper 19 then veered off to the left, striking three parked vehicles, crushing a pedestrian, and slamming into and causing the collapse of the building located at 4050 Broadway. Ex. B, p. 2. The pedestrian and both occupants of the Honda died in the crash. Ex. B, p. 2. The police investigation by the Kansas City Police Department determined from the vehicle data recorder that Pumper 19 was traveling 51 miles per hour in a 35 mile per hour zone. Ex. B, p. 2. Surveillance camera footage showed that the traffic light against which Pumper 19 drove had been red for 16 seconds. Ex. B, p. 2.

The police investigation concluded there was probable cause to believe that Firefighter committed the criminal offense of vehicular manslaughter by causing the December 15, 2021, accident. According to the Probable Cause Statement Form:

> Members of the Accident Investigation Unit, who also responded to the crash scene, conducted an investigation of the crash. Based on the totality of the investigation, Accident Investigator PO [ ] determined that while operating an emergency vehicle, [Firefighter]

> entered an intersection with a limited view of cross-traffic, through a red traffic control signal, at a speed that was too fast for the conditions he faced. Missouri State Statute 300.100 requires emergency vehicle operators to drive with due regard for the safety of all persons. The crash caused the deaths of [Honda driver], [Honda passenger] and [Pedestrian].

Ex. C, Probable Cause Statement Form.

On February 21, 2023, Firefighter was charged before the 16th Judicial Circuit, Jackson County, with three counts of Involuntary Manslaughter in the 2nd Degree for the December 15, 2021, accident. Each count is a Class E Felony. Ex. B, p. 3; Ex. D, Firefighter's Alford Plea.

The accident resulted in not just three deaths, but also several lawsuits being filed against the City by the families of all three deceased, the fiancé of the pedestrian, and the property owner of the building that was severely damaged. Resolution of the lawsuits cost the City approximately $3.2 million.

B. The Suspension Pending Adjudication

Because Firefighter was charged with vehicular manslaughter, the decision was made that Firefighter should be suspended pending the outcome of such charges.[1] Ex. C; Ex. B, p. 3. Therefore, on February 23, 2023, Firefighter was sent notice from Fire Chief that effective immediately, Firefighter was suspended from employment pursuant to City Code of Ordinances § 2-1112 as a result of being charged with three felony counts. Ex. B, p. 3; Ex. E, Grievance 3-23, p. 2; Ex. F, Side Letter Agreement, p.1. Firefighter was further told that such suspension would remain in effect until his case was adjudicated by the court. Ex. B, p.3; Ex. E, p. 2; Ex. F, p. 1.

[1] K.C. Code § 2-1112(c) explicitly authorizes the department head to suspend an employee "who is arrested for felony . . . ." If the employee pleads guilty, no contest or the equivalent, or is subsequently convicted of a felony, "he or she may be removed from the municipal service." *Id.* While this Code provision does not explicitly state that the suspension will be without pay, the section goes on to read that if the employee is found "not guilty and is released by the court, he or she hall be reinstated to the former position with pay." *Id.* This leads to the reasonable inference that the suspension is without pay if and until there is a finding of not guilty.

Importantly, Firefighter was never terminated; he is still employed by the City. The fact that he caused the December 15, 2021, fatality accident has not resulted in discipline as Grievance #3-23 ("Grievance") which was the subject of the arbitration, was filed before any factfinding in the fatality accident could occur. Ex. E.

C. The Arbitration on the Suspension

On March 7, 2023, Local 42 filed its Grievance alleging Firefighter's *suspension* violated provisions of the Collective Bargaining Agreement between the City and Local 42. Ex. E. The Grievance:

- makes reference to a February 23rd letter stating that Firefighter was "suspended from employment" and that the "suspension will remain in effect until [Firefighter's] case has been adjudicated by the court."
- states that the letter effectuating the suspension notified Firefighter of his right to a predetermination hearing on "whether there is cause for this suspension . . . ."
- alleges that a Battalion Chief informed Firefighter he was "suspended without pay."
- states Local 42's shock that Firefighter's **suspension** was in violation of a prior arbitration award.
- cites to this prior arbitration in which the issue was "[w]hether the suspension . . . of certain members of the Local 42 bargaining unit pending an investigation" was a violation of just cause and due process.

In sum, the Grievance makes it **very clear** that the issue – the only issue – being grieved was the suspension without pay pending adjudication. Ex. E. There is no mention of investigation of the underlying vehicular manslaughter accident, or ultimate discipline on that issue. Ex. E.

Local 42 and the City entered into a side letter agreement in August of 2023 agreeing to arbitrate the "above-referenced actions." Ex. F, p. 1. The "above-referenced actions" are that the City released to the media a statement that Firefighter was "suspended without pay pending an internal investigation" and sending the February 23rd formal notice to Firefighter stating that he was "suspended from employment without pay . . . as a result of being charged with three felony counts of involuntary manslaughter" and that the "suspension will remain in effect until [Firefighter's] case has been adjudicated by the court." Ex. F, p. 1.

On January 11 and 12, 2024, an evidentiary hearing for the arbitration of the Grievance was held with both the City and Local 42 represented by counsel. On March 15 and 18, 2024, the parties, respectively, submitted their Post Hearing Briefs to the arbitrator. The issue before the arbitrator was whether the City had just cause and afforded Firefighter due process in suspending him pending judgment by the court.

On March 27, 2024, the arbitrator issued his Opinion and Award and made a finding for Local 42 and against the City. Ex. B. Rather than limit his Opinion and Award to the issue presented to him – whether there was just cause for the suspension pending adjudication and Firefighter had been afforded due process – the arbitrator issued discipline on the underlying fatality accident: that Firefighter only be suspended for three days and that most references to the underlying fatality accident be removed from his personnel file. Ex. B, p. 13. He did so without any explanation of how he arrived at a three-day suspension, but it amounted to one day for each death and one day for each million dollars that Firefighter's fatality accident cost the City.

The arbitrator also awarded Local 42 its costs and expenses of pursuing the Grievance. Ex. B, p. 13.

ARGUMENT

The City acknowledges that review of an arbitration award is narrowly circumscribed, but this "does not grant carte blanche approval to any decision an arbitrator might make." *John Morrell & Co. v. Local Union 304A of United Food and Commercial Workers, AFL-CIO*, 913 F.2d 544, 559 (8th Cir. 1990) (internal citation and quotation omitted).

> Rather, where a court concludes that the arbitrator did not stay within the bounds of his authority, this principle of deference inevitably gives way . . . to the greater principle that an award not drawing its essence from the agreement is not entitled to judicial enforcement. Such an award *must* be vacated because arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.

Id. at 560 (internal citations and quotations omitted, emphasis supplied). Here, the arbitrator clearly did not "stay within the bounds of his authority;" instead, he exceeded the powers granted to him by the parties. As such, the award must be vacated.

A. Vacatur of an Arbitration Award

Missouri's Uniform Arbitration Act requires a court to vacate an award when, inter alia, the arbitrator exceeds their powers. RSMo. § 435.405.1(3). Arbitration awards will be vacated as an excess of power if the arbitrator "decided matters which were beyond the scope of the agreement or were clearly not submitted to them." *Behnen v. A.G. Edwards Sons Inc.*, 285 S.W.3d 777, 779 (Mo. App. E.D. 2009) (citing *Holman v. Trans World Airlines, Inc.,* 737 F.Supp. 527, 530 (E.D. Mo. 1989)). Further, when the "'arbitrator acts outside the scope of his contractually delegated authority – issuing an award that simply reflects his own options of economic justice rather than drawing its essence from the contract,'" a court must overturn the award. *Car Credit, Inc. v. Pitts*, 643 S.W.3d 366, 374 n.4 (Mo. banc 2022) (quoting *Oxford Health Plans LLC v. Sutter*, 569 U.S.

564, 569 (2013)).[2] And "[i]f an arbitrator's award does not draw its essence from the collective bargaining agreement, the reviewing court must vacate it . . . ." *St. Louis Theatrical Co. v. St. Louis Theatrical Broth. Local 6*, 715 F.2d 405, 407 (8th Cir. 1983). There is limited case law in Missouri addressing whether an arbitrator exceeded their powers and the majority of those cases concern attorneys' fees.

Because of Missouri's limited case law on this subject, it is appropriate to turn to other states that have enacted a UAA, as it is the purpose of the MUAA to be construed "to make uniform the law of those states which enact" a UAA. RSMo. § 435.450; *see also Crack Team USA, Inc. v. Am. Arbitration Ass'n*, 128 S.W.3d 580, 583 (Mo. App. E.D. 2004). Minnesota has adopted a UAA and has defined the scope of the arbitrator's power as "determined by the intent of the parties." *Indep. Sch. Dist. No. 279 v. Winkelman Bldg Corp.*, 530 N.W.2d 583, 586 (Minn. Ct. App. 1995). This intent is "determined from a reading of the parties' arbitration agreement . . . ." *Seagate Tech. v. W. Digital Corp.*, 834 N.W.2d 555, 563 (Minn. Ct. App. 2013) (internal citation and quotation omitted). This principle of law comports with the Missouri courts which have held that "[a]n arbitrator's authority over a particular dispute exists only because the parties have agreed in advance to submit such grievances to arbitration." *Soars v. Easter Seals Midwest*, 563 S.W.3d 111, 113 (Mo. banc 2018), abrogated on separate grounds by *Theroff v. Dollar Tree Stores, Inc.*, 591 S.W.3d 432 (Mo. banc 2020) (abrogating *Soars* to the extent it can be interpreted as suggesting "one can be forced into arbitration by a contract to which one is a stranger").

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[2] *Car Credit*'s footnote 4 analyzes the application of the Federal Arbitration Act ("FAA"). However, the MUAA was "fashioned after the Federal Arbitration Act and the FAA and Missouri's Arbitration Act are substantially similar." *Eaton v. CMH Homes, Inc.*, 461 S.W.3d 426, 431 (Mo. banc 2015) (cleaned up; internal quotations and citations omitted). The vacatur provisions of the FAA include vacatur "where the arbitrators exceeded their powers . . . ." 9 U.S.C. § 10(a)(4). Further, in a case where there was a dispute as to whether the FAA or MUAA applied, the Western District determined either analysis applied because "[t]he two statutes provide very similar grounds for vacating an arbitration award, including situations . . . where the arbitrators exceeded their powers . . . ." *Madden v. Kidder Peabody & Co., Inc.*, 883 S.W.2d 79, 81 (Mo. App. W.D. 1994). Cases citing and interpreting the FAA, therefore, should be persuasive. *Crack Team USA, Inc. v. Am. Arbitration Ass'n*, 128 S.W.3d 580, 583 (Mo. App. E.D. 2004).

When a party moves to vacate an arbitration award because the arbitrator exceeded their powers, the only question reviewable is whether the arbitrator addressed an arbitrable issue; the court may not delve into the merits of the award. *Liberty Mut. Ins. Co. v. Sankey*, 605 N.W.2d 411, 413-14 (Minn. Ct. App. 2000). This motion, therefore, does not address whether the City had just cause and afforded Firefighter due process when suspending him without pay pending adjudication of his vehicular manslaughter charges; the sole issue the City briefs and asks this Court to decide, is whether the arbitrator exceeded his authority. The following analysis shows that the answer to that question is an unmitigated "yes."

B. This Arbitration Award Should Be Vacated Because the Arbitrator Exceeded His Authority.

It should be undisputed that the only issue submitted to the arbitrator was whether there was just cause and due process to *suspend Firefighter without pay pending adjudication*. Ex. B, pp. 1, 5; Ex. F. In fact, this is the only issue that *could* be arbitrated, as this is the only discipline that had been imposed on Firefighter at the time the Grievance was filed. Ex. E. As outlined above, the power of the arbitrator for this arbitration comes from three documents: the CBA (Ex. A), the Grievance (Ex. E), and the side letter agreement (Ex. F). Each of those documents clearly sets forth that the suspension pending adjudication on the felony charges was the only issue being grieved.

1. The CBA

The CBA sets forth the general agreement between the City and Local 42 that discipline can be the subject of a grievance, and such grievance can be resolved through arbitration. Ex. A, art XVIII. Firefighter was suspended. Ex. B, p. 3. The CBA sets out that "[g]rievances arising out of discharges, demotions or suspensions, may be filed at Step 3 of the grievance procedures." Ex. A, art. XVIII, § 3. Step 3 requires the Union to "submit[] a copy of the grievance . . . ." Ex. A, art. XVIII, § 1, Step 3. The first mention of a written grievance process is in Step 2, where it requires

the grievant to "provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance . . . ." Ex. A, art. XVIII, § 1, Step 2. Only if "the grievance is not resolved by the steps provided" in Steps 1-4 shall the matter "be submitted to final and binding arbitration . . . ." Ex. A, art. XVIII, § 5.B.1. At the arbitration, "the arbitrator shall be instructed that each party shall bear its own costs . . . ." Ex. A, art. XVIII, § 5.B.1.

The foregoing language makes clear that only the grievance, and therefore the disciplinary action, set forth in writing is to be decided by the arbitrator. While the CBA does allow Local 42 and its members to grieve "all matters concerning the application or interpretation of [the CBA], discipline of bargaining unit members, and issues concerning just cause or due process," Ex. A, art XVIII, § 1, each grievance is considered only by what is set forth in the written statement provided pursuant to Step 2. Nothing in the CBA, therefore, would allow the arbitrator the power to decide every employment issue that touches Firefighter (including those that are still hypothetical and future). As this is precisely the action the arbitrator took, the award should be vacated.

Additionally, the CBA specifically says that the parties will bear their own costs. Ex. A, art. XVIII, § 5.B.1. As the CBA is clear on this point, costs are never within the scope of powers granted to an arbitrator.

> To merit judicial enforcement, an award must have a basis that is at least rationally inferable, if not obviously drawn, from the letter or purpose of the collective bargaining agreement. The arbitrator's role is to carry out the aims of the agreement, and his role defines the scope of his authority. When he is no longer carrying out the agreement . . . he has exceeded his jurisdiction. The requirement that the result of arbitration have "foundation in reason or fact" means that the award must, in some logical way, be derived from the wording or purpose of the contract. . . . If the award is . . . not adequately grounded in the basic collective bargaining contract, ***it will not be enforced by the courts***.

Beardsly v. Chicago & North W. Transp. Co., 850 F.2d 1255, 1270-71 (8th Cir. 1988) (internal citations and quotations omitted, emphasis supplied). This culminates in the proposition of law that an arbitrator may not "disregard or modify unambiguous contract provisions." *Mo. River Servs., Inc. v. Omaha Tribe of Neb.*, 267 F.3d 848, 855 (8th Cir. 2001) (internal citation and quotation omitted).

Yet that is precisely what the arbitrator did in awarding costs – disregarded an unambiguous CBA provision that states each party shall bear its own costs. As such, the arbitrator was no longer carrying out the agreement and exceeded his authority. Because the costs award was not "grounded in the basic collective bargaining agreement" and was, in fact, contrary to the clear provisions of the CBA, the arbitrator clearly exceeded the scope of the arbitration agreement and therefore the award should be vacated.

2. The Grievance

This Court's decision should not rest solely on analysis of the CBA. An "arbitration provision constitutes merely a promise to arbitrate." *John Morrell*, 913 F.2d at 561. Rather, once the parties have agreed arbitration is appropriate, the Court should look "*both to their contract and to the submission of the issue to the arbitrator* to determine his authority." *Id*. (internal citation and quotation omitted; emphasis in original). Here, the CBA merely represents the promise to arbitrate. It is the Grievance (Ex. E) and the side letter agreement (Ex. F) that constitute the issue submitted to the arbitrator. Those documents must, therefore, be analyzed. *See Minn. Nurses Ass'n v. N. Mem. Health Care*, 822 F.3d 414, 418 (8th Cir. 2016) ("the extent of the dispute the parties have referred to arbitration is determined by the submission, not the CBA").

As stated above, before a predetermination hearing could be held, Local 42 filed its Grievance alleging Firefighter's suspension violated the CBA. The Grievance makes multiple

references to the suspension and that the City was violating a prior arbitration award concerning the suspension of employees pending investigation. Further, the Grievance itself makes mention that the suspension was for Firefighter "being charged with three felony counts of involuntary manslaughter." Ex. E, p. 2. *Nowhere* in the Grievance does it address termination or discipline for the underlying fatality accident caused by Firefighter. Read in conjunction with the CBA which states that only the issues in the written Grievance may be submitted to arbitration, the arbitrator only had authority to determine whether the suspension for "being charged with three felony counts of involuntary manslaughter" was consistent with the CBA.

A similar limited scope was considered by the Eighth Circuit in *St. Louis Theatrical Co.* There, the arbitrator was vested with the authority to determine whether the grievant participated in a prohibited activity and, if the grievant did, then discipline must result. 715 F.2d at 408. The arbitrator found that the grievant participated in a prohibited activity, but then went further to conclude that "discharge was an excessive penalty for the misconduct." *Id.* Because that was not a power the arbitrator was granted – to comment on or decide the level of discipline for the misconduct – the Eighth Circuit determined that the arbitrator exceeded his authority. *Id.*

Here, the arbitrator was vested only with the right to determine whether the suspension without pay was done with due process and just cause. He was *not* vested with the authority to determine whether Firefighter was negligent or to craft an "appropriate" disciplinary measure for such negligence. Despite this limited authority, the arbitrator specifically found Firefighter negligent and determined that "the negligence of [Firefighter] should result in some discipline." Ex. B, p. 13. Accordingly, the arbitrator exceeded the scope of his authority, and the award should be vacated.

3. The Side Letter Agreement

A side letter agreement was entered into by the City and Local 42 submitting the Grievance to arbitration. Similar to the Grievance, the side letter agreement only references Firefighter's suspension. In the second WHEREAS clause, the parties agree that Firefighter heard a report stating that he was "suspended without pay pending an internal investigation." Ex. F, p. 1. The third WHEREAS clause references the letter in which Firefighter was formally notified he was "suspended from employment without pay . . . as a result of being charged with three felony counts of involuntary manslaughter." Ex. F, p. 1. Further, that WHEREAS clause states that the "suspension will remain in effect until [Firefighter's] case has been adjudicated by the court." Ex. F, p. 1.

Noticeably absent from the side letter agreement is any mention of Local 42 seeking costs – perhaps because Local 42 knew that the CBA explicitly provided that costs were solely the duty of the party that incurred those costs. Also missing is any reference to the arbitrator being vested with the authority to determine Firefighter's negligence or culpability for the underlying fatality accident. Finally, the side letter agreement did not address grieving Firefighter's termination – as that had not happened.[3] Yet the arbitrator took it upon himself to award costs, find culpability for the underlying fatality accident, and craft an "appropriate" discipline for Firefighter. These things he could not do.

A similar situation was considered in *Minnesota Nurses Association*. There, the arbitrator was to determine whether a hospital had violated the collective bargaining agreement with respect to scheduling. 822 F.3d at 416. After determining the hospital had *not* violated the scheduling

[3] The second WHEREAS clause does quote a media report stating that the "City *will* seek [Firefighter]'s termination from the Kansas City Fire Department." Ex. F, p. 1 (emphasis supplied). The very phrasing of this language as reference to a future event, however, is further indication that a termination had *not* happened.

provisions with respect to the grievant, the arbitrator then went on to craft what he believed to be an equitable solution for future scheduling. *Id.* at 417 ("from the date of this award, if the Employer invokes the 'exception' proviso to compel qualifying nurses to work on weekends the number of required weekends shall be equally shared (divided) among those qualifying nurses"). The hospital filed a motion to vacate or, in the alternative, modify or correct the arbitration award. *Id.* In holding that the future scheduling solution exceeded the scope of the arbitrator's power, the Eighth Circuit noted that the arbitrator had reframed the issues, rather than adhering to the issue submitted: "[t]he arbitrator himself interpreted the dispute as whether North Memorial was permitted under the CBA to deny [grievant]'s scheduling request, *and if so* the manner in which *that* violation should be remedied." *Id.* at 419 (emphasis in original). The Eighth Circuit characterized this as an attempt "to issue a prospective cure for future, hypothetical disputes not before him." *Id.* In so doing the arbitrator was not "even arguably acting within the scope of his authority under the parties' submission when it rewrote the CBA to remedy future as-yet-ungrieved acts." *Id.* at 420 (internal citations and quotations omitted). That award, therefore, was vacated.

The sole issue presented to the arbitrator here was the Firefighter's suspension without pay. The City had not found him negligent with respect to the underlying fatality accident and had not fashioned discipline for such a finding were it to occur. Despite this, the arbitrator took it upon himself to write a prospective cure for a future, hypothetical dispute that was not before him. Consequently, he was not "even arguably acting within the scope of his authority," and the award should be vacated.

C. In the Alternative, the Award Should Be Modified to Strike the Finding of Negligence, the *Sua Sponte* Created Discipline, and the Award of Costs.

Although the City believes the award is so intrinsically flawed that it must be vacated in its entirety, the City moves, in the alternative, to modify or correct the award pursuant to RSMo. §

435.410.1(2). That statute dictates that an award may be modified where "[t]he arbitrators have awarded upon a matter not submitted to them and the award may be corrected without affecting the merits of the decision upon the issues submitted." Above, the City has proven that the arbitrator awarded upon a matter not submitted to him, to wit a finding of Firefighter's negligence, the three-day suspension for that negligence, and Local 42's costs associated with pursuing the Grievance. Consequently and at a minimum, the arbitrator's Award items No. 1 (Firefighter's suspension for three days), No. 3 (removing reference to the fatality accident and Firefighter's negligence from his personnel record), and No. 6 (Local 42's costs for pursuing the Grievance) must be struck from the award.

CONCLUSION

The City of Kansas City, Missouri acted in good faith in arbitrating Firefighter's suspension without pay. While it presented evidence and was heard on that issue, the hearing, and therefore the award, were more expansive than the sole issue outlined in the Grievance and side letter agreement. This means the arbitrator far exceeded his authority. As such, the entire award should be vacated, and the parties returned to their pre-arbitration positions. In the alternative, the award should be modified by striking arbitrator's Award items No. 1, No. 3, and No. 6.

Respectfully submitted,

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