

STATE OF MICHIGAN
COURT OF APPEALS

CITY OF PONTIAC,

Plaintiff-Appellant,

v

PONTIAC FIREFIGHTERS LOCAL 376,

Defendant-Appellee.

UNPUBLISHED

March 18, 2010

No. 289866

Oakland Circuit Court

LC No. 2008-093630-CL

Before: Servitto, P.J., and Bandstra and Fort Hood, JJ.

MEMORANDUM.

Plaintiff appeals as of right from the trial court's order granting defendant's motion for summary disposition. We affirm. This appeal has been decided without oral argument pursuant to MCR 7.214(E).

We review de novo a trial court's decision to enforce, vacate, or modify an arbitration award. *Greater Bethesda Healing Springs Ministry v Evangel Bldrs & Constr Mgrs, LLC*, 282 Mich App 410, 415; 766 NW2d 874 (2009); *Tokar v Albery*, 258 Mich App 350, 352; 671 NW2d 139 (2003). A court may not review an arbitrator's factual findings or decision on the merits or substitute its judgment for that of the arbitrator; a court may only decide whether the award draws its essence from the contract. *Port Huron Area School Dist v Port Huron Ed Ass'n*, 426 Mich 143, 150; 393 NW2d 811 (1986); *Ann Arbor v AFSCME Local 369*, 284 Mich App 126, 144; 771 NW2d 843 (2009); *Police Officers Ass'n v Manistee County*, 250 Mich App 339, 343; 645 NW2d 713 (2002). If an arbitrator, in granting an award, did not disregard the terms of his employment and the scope of his authority as expressly circumscribed in the arbitration agreement, judicial review effectively ceases. *Ann Arbor, supra* at 144. The fact that an arbitrator's interpretation of the party's contract is wrong is irrelevant. *Mich State Employees Ass'n v Dep't of Mental Health*, 178 Mich App 581, 584; 444 NW2d 207 (1989).

Under this standard of extreme deference, it cannot be said that the arbitrator exceeded his authority in this case. He reached the factual conclusion that the parties had made an agreement that was satisfactory to the Union, and that the City violated the contract's requirement of providing a timely written response. The contention that the arbitrator's determination regarding the propriety of filing a new grievance was contrary to the terms of the parties' agreement is without merit. The arbitrator acted within the scope of his authority and

did not impose his own brand of industrial justice. The trial court correctly affirmed the award.

Affirmed.

/s/ Deborah A. Servitto

/s/ Richard A. Bandstra

/s/ Karen M. Fort Hood