

[Cite as *Crable v. Ohio Dept. of Youth Servs.*, 2010-Ohio-788.]

IN THE COURT OF APPEALS OF OHIO
TENTH APPELLATE DISTRICT

Gloria Crable,	:	
	:	
Plaintiff-Appellant,	:	
	:	
v.	:	No. 09AP-191
	:	(C.C. No. 2007-04761)
Ohio Department of Youth Services,	:	
	:	(REGULAR CALENDAR)
Defendant-Appellee.	:	

D E C I S I O N

Rendered on March 4, 2010

Gloria Crable, pro se.

Richard Cordray, Attorney General, Eric A. Walker, Velda Hofacker-Carr and Jennifer A. Adair, for appellee.

APPEAL from the Ohio Court of Claims

CONNOR, J.

{¶1} Appellant, Gloria Crable ("appellant"), appeals from a decision of the Ohio Court of Claims dismissing her complaint asserting claims for breach of contract and wrongful termination. For the reasons that follow, we affirm.

{¶2} On July 22, 1996, appellant was hired by the Ohio Department of Youth Services, Indian River Correctional Facility, as a juvenile corrections specialist. Appellant was a union employee subject to a collective bargaining agreement, which governed her

working conditions and disciplinary matters. The collective bargaining agreement required her employer, appellee, Ohio Department of Youth Services ("DYS"), to demonstrate "just cause" prior to disciplining or terminating appellant.

{¶3} On April 29, 2005, appellant was terminated. Subsequent to her termination, appellant's union filed a grievance on her behalf on April 30, 2005, alleging appellant's termination was without just cause. The matter was arbitrated and, on June 12, 2006, the arbitrator determined there was just cause for the termination. On April 27, 2007, appellant filed a complaint in the Court of Claims asserting claims for wrongful termination and breach of contract.¹

{¶4} On November 13, 2008, DYS filed a motion for summary judgment, requesting that the Court of Claims dismiss appellant's complaint, due to a lack of subject-matter jurisdiction. Appellant filed a response opposing the motion. On January 16, 2009, the Court of Claims dismissed appellant's complaint, finding that, because the terms of appellant's employment were governed by a collective bargaining agreement, any claims involving a violation of that agreement must be brought in a court of common pleas, pursuant to R.C. 4117.09.²

{¶5} Appellant filed the instant appeal, asserting the following assignment of error for our review:

THE COURT OF CLAIMS ERRED IN THE DISMISSAL OF APPELLA[NT]'S COMPLAINT OF WRONGFUL DISCHARGE, BY GRANTING THE DEFENDANT'S REQUEST FOR SUMMARY JUDGMENT AND FINDING THE COURT IS WITHOUT JURISDICTION, TO CONSIDER APPELLA[NT]'S COMPLAINT.

¹ Appellant simultaneously filed an identical complaint in the Summit County Court of Common Pleas.

² The Court of Claims converted DYS's motion for summary judgment to a motion to dismiss.

{¶6} In her sole assignment of error, appellant asserts the Court of Claims has jurisdiction over the claims alleged in her complaint.

{¶7} Appellant's complaint sets forth a variety of statements which are indecipherable. However, the complaint does allege two causes of action. The first is for wrongful termination, whereby she asserts that she was improperly disciplined for infractions that did not occur and which were related to various "leave" issues. The second cause of action alleged is for breach of her contract of employment as a result of improper suspensions, which thereby resulted in wrongful termination.

{¶8} The standard of review for deciding a Civ.R. 12(B)(1) motion to dismiss for lack of subject-matter jurisdiction is whether any cause of action cognizable by the forum has been raised in the complaint. *State ex rel. Bush v. Spurlock* (1989), 42 Ohio St.3d 77. An appellate court reviews an appeal of a dismissal for lack of subject-matter jurisdiction under a de novo standard of review. *Meccon, Inc. v. Univ. of Akron*, 182 Ohio App.3d 85, 2009-Ohio-1700.

{¶9} Pursuant to R.C. Chapter 2743, a civil claim against the state that requests only equitable relief may be heard in the courts of common pleas, while other civil claims against the state involving monetary relief generally fall within the exclusive, original jurisdiction of the Court of Claims. See *Cristino v. Ohio Bur. of Workers' Comp.*, 118 Ohio St.3d 151, 2008-Ohio-2013; R.C. 2743.03(A)(1) and (A)(2). However, the enactment of R.C. Chapter 4117 established a framework for resolution of labor disputes in the public sector by creating new rights and by setting forth specific procedures and remedies for asserting those rights. *Franklin Cty. Law Enforcement Assn. v. Fraternal Order of Police, Capital City Lodge No. 9* (1991), 59 Ohio St.3d 167. Specifically, R.C. 4117.03 gave

public employees the right to organize as collective bargaining units. Additionally, R.C. 4117.09(B)(1) governs collective bargaining agreements and states in relevant part:

(B) The agreement shall contain a provision that:

(1) Provides for a grievance procedure which may culminate with final and binding arbitration of unresolved grievances, and disputed interpretations of agreements, and which is valid and enforceable under its terms when entered into in accordance with this chapter. No publication thereof is required to make it effective. A party to the agreement may bring suits for violation of agreements or the enforcement of an award by an arbitrator in the court of common pleas of any county wherein a party resides or transacts business.

{¶10} "While R.C. 2743.02(A)(1) vests exclusive subject-matter jurisdiction over suits previously barred by sovereign immunity, R.C. 4117.09(B)(1) expressly allows for suits alleging violations of collective bargaining agreements to be brought in common pleas courts." *Moore v. Youngstown State Univ.* (1989), 63 Ohio App.3d 238, 242.

{¶11} Furthermore, R.C. 4117.09(B)(1) "requires that any collective bargaining agreement contain a two step procedure - - a grievance procedure with arbitration first, and ultimately the right to file in common pleas court." *State ex rel. Wilkinson v. Reed*, 99 Ohio St.3d 106, 2003-Ohio-2506, ¶19, quoting *Johnson v. Ohio Council Eight* (2001), 146 Ohio App.3d 348, 352.

{¶12} Here, appellant's claims for wrongful discharge and breach of her employment contract stem from an alleged violation of her collective bargaining agreement. The Court of Claims lacks jurisdiction over an action which alleges a violation of a collective bargaining agreement because R.C. 4117.09 grants exclusive jurisdiction over such actions to the courts of common pleas. *Moore* at 242. See also *Tackett v. Dept. of Rehab. & Corr.*, Ct.Cl. No. 2006-06604, 2008-Ohio-3410 (any claim for a

violation of a collective bargaining agreement is not within the jurisdiction of the Court of Claims. Suits for violation of collective bargaining agreements must be brought in a court of common pleas, pursuant to R.C. 4117.09(B)(1)).

{¶13} While appellant asserted during oral arguments that she was also advancing claims for disability discrimination, retaliation, and violations of the Family Medical Leave Act ("FMLA"), some of which may be properly heard in a Court of Claims, these alleged claims are not evident on the face of her complaint and neither appellee nor the Court of Claims recognized or addressed these alleged claims. While appellant is not required to prove her claims at the pleading stage, she is required to give reasonable notice of her claims, which she failed to do with respect to any alleged causes of action for retaliation, discrimination, or violations of FMLA. See generally *State ex rel. Harris v. City of Toledo* (1995), 74 Ohio St.3d 36; Civ.R. 8. Therefore, those alleged claims shall not be considered or addressed.

{¶14} We find the Court of Claims properly dismissed appellant's complaint due to lack of subject-matter jurisdiction. Accordingly, we overrule appellant's single assignment of error and affirm the judgment of the Ohio Court of Claims.

Judgment affirmed.

TYACK, P.J., and SADLER, J., concur.
