THE STATE EX REL. CASEY ET AL., APPELLANTS, *v.* BROWN, MAYOR, ET AL., APPELLEES.

[Cite as *State ex rel. Casey v. Brown*, 172 Ohio St.3d 655, 2023-Ohio-2264.]

Mandamus—Labor relations—Fire-department captain seeking promotion had adequate remedy in ordinary course of law to advance his grievance by way of collective-bargaining agreement between city and his union because his claim was grievable—Court of appeals' dismissal of complaint under Civ.R. 12(B)(6) affirmed.

(No. 2022-1178—Submitted March 21, 2023—Decided July 6, 2023.)

APPEAL from the Court of Appeals for Mahoning County, No. 22 MA 0003, 2022-Ohio-2843.

Per Curiam.

{¶ 1} This is a direct appeal from a judgment of the Seventh District Court of Appeals dismissing a complaint for a writ of mandamus filed by appellant John M. Casey against appellees, Youngstown Mayor Jamael Tito Brown, Youngstown Fire Chief Barry Finley, and Youngstown Finance Director Kyle Miasek (collectively, "the officials"). Casey sought an order directing the officials to promote him to the rank of battalion chief in the Youngstown Fire Department and to award him associated compensation and employment benefits accruing from the promotion. Casey also sought awards of attorney fees and costs. The court of appeals dismissed the complaint, reasoning that Casey had an adequate remedy in the ordinary course of the law. We affirm.

I. BACKGROUND

A. Events leading up to and relating to Casey's grievance

{¶ 2} Casey is a captain in the city's fire department and a member of Youngstown Professional Fire Fighters Local 312 ("the union"). The city and the union are signatories to a collective-bargaining agreement ("CBA") that governs Casey's employment.

{¶ 3} Part of the background underlying Casey's complaint relates to the city's handling of three battalion-chief positions. In October 2019, the State Employment Relations Board ("SERB") found that there was probable cause to support an unfair-labor-practice charge brought by the union regarding the city's threatened elimination of the positions. The city later eliminated the positions.

{¶ 4} In January 2020, the Mahoning County Court of Common Pleas issued an order granting SERB's request for an injunction to prevent the city from eliminating the positions while SERB investigated the charge. In June 2020, the trial court held the city in contempt for violating the terms of the injunction and, as a means of purging the contempt, ordered the city to promote a qualified candidate to fill a vacant battalion-chief position. The city appealed the contempt order, and the court of appeals affirmed. *State Emp. Relations Bd. v. Youngstown*, 7th Dist. Mahoning No. 20 MA 0060, 2021-Ohio-4552 ("*Youngstown I*").

{¶ 5} Meanwhile, SERB carried on with its investigation and, in June 2020, determined that the city had committed an unfair labor practice by eliminating the three positions. SERB ordered the city to, among other things, reconstitute the abolished positions. The city appealed SERB's order to the trial court, which affirmed. On appeal, the court of appeals affirmed the trial court's judgment. *Youngstown v. State Emp. Relations Bd.*, 2021-Ohio-4591, 182 N.E.3d 436 (7th Dist.) ("*Youngstown II*").

{¶ 6} In June 2021, a battalion-chief vacancy arose upon an individual's retirement. Casey thereafter sat for a promotional examination and finished,

according to Casey, "on the top of the eligibility list." But when Casey asked Fire Chief Barry Finley about a "timetable for promotion," the chief told Casey that the city did not intend to promote anyone to fill the vacancy.

{¶ 7} In October 2021, Casey and the union filed a grievance against the city pursuant to "Step 2" of the CBA, which directs an aggrieved employee to submit a written grievance to the fire chief or his authorized representative. Casey's grievance asserted that the city had violated Article 13, Section 1 of the CBA, which provides that "[a]fter the list has been certified to the appointing authority, the employee ranking highest on the applicable list shall be appointed within fourteen (14) days." Unsatisfied with the outcome at Step 2, Casey advanced his grievance pursuant to "Step 3" of the CBA, which requires the mayor's designee to either grant the employee's requested remedy, deny the grievance, or hold a hearing within 14 days. If a hearing is held, the CBA requires that the grievance be decided within ten days after the hearing.

{¶ 8} During the early stages of the Step 3 proceedings, the court of appeals had not yet issued its decisions in *Youngstown I* and *Youngstown II*. Thus, on December 10, 2021, the mayor's designee issued a preliminary decision explaining that he was holding a decision on Casey's grievance in abeyance pending the outcomes of those cases. The court of appeals decided *Youngstown I* and *Youngstown II* three days later.

{¶ 9} On January 5, 2022, Casey asked the union president and other officials whether they planned to advance his grievance to arbitration under "Step 4" of the CBA given that the court of appeals in *Youngstown II* had upheld the trial court's affirmance of SERB's order directing the city to reconstitute the three battalion-chief positions. The union president advised Casey that the union could not commit to advancing his grievance to arbitration, because the union had already committed to prosecuting the grievance of another union member who contended that she had been wrongly denied an opportunity to sit for the promotional

examination. The union president thus recommended that Casey hire private counsel to advance his interests.

{¶ 10} On January 11, 2022, the mayor's designee issued a "supplemental decision." Although the designee noted that he had received copies of the decisions in *Youngstown I* and *Youngstown II*, he concluded that he still could not proceed to a determination on the merits, because the arbitrator had not yet issued a decision in the matter involving the other union member. In the designee's view, "the issues under review in [that] arbitration [we]re such that an award involving those issues could potentially have a direct and substantive effect on the ability of the City to grant the requested remedy in John Casey's grievance." The designee thus held his decision in further abeyance pending the outcome of the other union member's arbitration proceeding. Later that month, the arbitrator ordered the city to allow the other union member to sit for the promotional examination after determining that she should have been allowed to take it.

{¶ 11} In February 2022, the mayor's designee denied Casey's grievance, and the union thereafter advised Casey that it would not seek arbitration of the designee's decision pursuant to Step 4 of the CBA.

B. Seventh District proceedings

{¶ 12} In January 2022, Casey filed a complaint (later amended in March 2022) in the court of appeals requesting a writ of mandamus ordering the officials to promote him to battalion chief and remit to him all additional compensation and employment benefits that would have accrued to him had he been timely promoted to battalion chief. Casey alleged that such compensation and benefits began to accrue as of October 19, 2021, which is two weeks after the civil-service commission mailed the results of the promotional examination that Casey took. Casey named the city as an additional relator based on R.C. 733.59, which authorizes a taxpayer to bring suit "in his own name, on behalf of the municipal corporation." Casey also sought awards of attorney fees and costs.

{¶ 13} The court of appeals granted the officials' motion to dismiss under the standard a court would apply in reviewing a Civ.R. 12(B)(6) motion, reasoning that mandamus did not lie, because Casey had an adequate remedy at law. 2022-Ohio-2843, ¶ 1, 17, 33. In support of this conclusion, the court drew on R.C. 4117.10(A), explaining that "if an agreement between a public employer and an exclusive representative governing the wages, hours, and terms and conditions of public employment 'provides for a final and binding arbitration of grievances, public employers, employees, and employee organizations are subject solely to that grievance procedure.' " 2022-Ohio-2843 at ¶ 19, quoting R.C. 4117.10(A). Because the city and the union had entered into an agreement culminating in final and binding arbitration, the court held, Casey's exclusive remedy lay in the procedures prescribed by the CBA. *Id.* at ¶ 21. The fact that Casey's invocation of that remedy was unsuccessful, the court added, did not render it inadequate. *Id.* at ¶ 27. Although Casey did not name the union as a respondent in his complaint, the court also observed that Casey had an additional adequate remedy available to him by way of bringing an unfair-labor-practice charge with SERB against the union under R.C. 4117.11(B)(6). *Id.* at ¶ 32.

{¶ 14} Casey then filed this appeal. During the appeal's pendency, Casey filed a motion to strike aspects of the officials' brief and a motion for oral argument.

II. ANALYSIS

{¶ 15} This court reviews de novo a court of appeals' judgment dismissing a mandamus complaint under Civ.R. 12(B)(6). *State ex rel. A.N. v. Cuyahoga Cty. Prosecutor's Office*, 165 Ohio St.3d 71, 2021-Ohio-2071, 175 N.E.3d 539, ¶ 8. Dismissal is justified "if, after presuming all factual allegations in the complaint to be true and drawing all reasonable inferences in the relator's favor, it appears beyond doubt that he can prove no set of facts entitling him to a writ of mandamus." *Id.* To be entitled to a writ of mandamus, Casey must establish a clear legal right to the requested relief, a clear legal duty on the part of one or more of the officials

to provide it, and the lack of an adequate legal remedy in the ordinary course of the law. *Id.* at ¶ 9.

{¶ 16} Casey's principal argument on appeal is that the court of appeals erred in determining that the CBA (and the effect a court must give it under R.C. Chapter 4117) provided him with an adequate remedy in the ordinary course of the law.[1] Before addressing this argument, we first consider Casey's motion to strike and motion for oral argument.

A. Motions

1. Motion to strike

{¶ 17} Casey has filed a motion to strike, arguing that the appendix attached to the officials' merit brief, which refers to nine exhibits, improperly contains materials that are either duplicative or outside the record. Casey also seeks to strike the officials' merit brief to the extent that it refers to these exhibits. Last, Casey argues that the officials' reference in their merit brief to Article 56 of the CBA should be stricken because the record does not contain Article 56. We grant the motion in part and deny it in part.

{¶ 18} Because this appeal is before us upon the court of appeals' judgment granting a motion to dismiss under Civ.R. 12(B)(6), we are limited to considering the complaint and the documents attached to it. *See State ex rel. Ames v. Baker, Dublikar, Beck, Wiley & Mathews*, 170 Ohio St.3d 239, 2022-Ohio-3990, 210 N.E.3d 518, ¶ 16. This court will "generally strike evidence submitted by a party to a case here on appeal when the evidence was not submitted below." *Hilliard*

1. Casey devotes a significant portion of his brief to arguing that the court of appeals did not lack jurisdiction over his mandamus action. We need not dwell on this argument. The Ohio Constitution vests the courts of appeals with original jurisdiction in mandamus. *See* Ohio Constitution, Article IV, Section 3(B)(1)(b). Moreover, the court of appeals did not hold that it lacked jurisdiction to decide a portion of Casey's complaint when it concluded that he could pursue an unfair-labor-practice charge before SERB under R.C. 4117.11(B)(6); rather, the court determined that SERB's jurisdiction to hear such a charge constituted an additional adequate remedy at law that Casey could pursue.

City Schools Bd. of Edn. v. Franklin Cty. Bd. of Revision, 154 Ohio St.3d 449, 2018-Ohio-2046, 114 N.E.3d 1185, ¶ 41 (lead opinion).

{¶ 19} The table of contents of the officials' merit brief identifies a copy of the CBA as exhibit No. 1. But the officials failed to attach the document to their merit brief, so there is nothing to strike.

{¶ 20} Exhibit No. 2 contains a copy of Casey's Step 2 grievance, which he attached to his complaint. Casey is not prejudiced by the officials' inclusion and discussion of a document that he himself attached to his complaint. Even so, exhibit No. 2 also contains Chief Finley's response, which Casey did not attach to his complaint. We therefore strike the chief's response and the officials' reference to it in their merit brief.

{¶ 21} Exhibit No. 3 contains a copy of Casey's Step 3 grievance and Chief Finley's response to Casey's Step 2 grievance. Because neither document was attached to Casey's complaint, we strike the documents and the officials' references to them.

{¶ 22} Exhibit No. 4 contains a copy of the February 2022 decision issued by the mayor's designee denying Casey's grievance. Because the document was not attached to Casey's complaint, we strike it and the officials' references to it. The exhibit also contains copies of the decisions the designee issued in December 2021 and January 2022. Because these latter two decisions were attached to Casey's complaint, he is not prejudiced by the officials' submission and discussion of them on appeal.

{¶ 23} Exhibit No. 5 is a copy of a February 2022 letter of understanding that addresses the nullification of a civil-service promotional list. Because this document was not attached to Casey's complaint, we strike it and the officials' references to it.

{¶ 24} Exhibit No. 6 is a copy of a July 2022 SERB order relating to the union and the city. Because this document was not attached to Casey's complaint, we strike it and the officials' reference to it.

{¶ 25} Exhibit No. 7 is a copy of a Step 2 grievance filed by another member of Casey's union. Because this document was not attached to Casey's complaint, we strike it and the officials' reference to it.

{¶ 26} Exhibit No. 8 appears to be a copy of Chief Finley's response to the grievance submitted as Exhibit No. 7. Because this document was not attached to Casey's complaint, we strike it and the officials' reference to it.

{¶ 27} Exhibit No. 9 is a May 2021 letter issued by the city's director of law regarding the handling of promotional examinations. Because this document was not attached to Casey's complaint, we strike it and the officials' reference to it.

{¶ 28} Last, Article 56 of the CBA, which the officials' merit brief refers to, was not attached to Casey's complaint. We therefore strike the officials' references to it.

2. Motion for oral argument

{¶ 29} Casey also requests that we schedule the matter for oral argument. "Oral argument in a direct appeal is discretionary." *State ex rel. Scott v. Streetsboro*, 150 Ohio St.3d 1, 2016-Ohio-3308, 78 N.E.3d 809, ¶ 9, citing S.Ct.Prac.R. 17.02(A). In deciding whether to hear oral argument, we consider "whether the case involves a matter of great public importance, complex issues of law or fact, a substantial constitutional issue, or a conflict among the courts of appeals." *Id.*

{¶ 30} Casey says that oral argument is warranted here because "[a] ruling in this case will have far-reaching ramifications for thousands upon thousands of bargaining unit employees in the public sector in Ohio." But he cites nothing to back up this statement. Nor is there a substantial constitutional question at issue.

The constitutional analysis in *Cleveland Bd. of Edn. v. Loudermill*, 470 U.S. 532, 105 S.Ct. 1487, 84 L.Ed.2d 494 (1985), and *Manning v. Clermont Cty. Bd. of Commrs.*, 55 Ohio App.3d 177, 563 N.E.2d 372 (12th Dist.1989), which Casey's motion for oral argument cites, involved terminations, not promotions. And Casey fails to cite any authority to support his suggestion that this case implicates the Open Courts Clause of Article I, Section 16 of the Ohio Constitution. The remainder of Casey's arguments in support of his motion for oral argument are variations on the arguments advanced in his merit brief. Because this case can be resolved by applying the mandamus and Civ.R. 12(B)(6) standards, we deny the motion.

B. Casey had an adequate, albeit unsuccessfully invoked, remedy at law by way of the CBA's grievance procedure

{¶ 31} The enactment of "R.C. Chapter 4117 established a comprehensive framework for the resolution of public-sector labor disputes by creating a series of new rights and setting forth specific procedures and remedies for the vindication of those rights." *Franklin Cty. Law Enforcement Assn. v. Fraternal Order of Police, Capital City Lodge No. 9*, 59 Ohio St.3d 167, 169, 572 N.E.2d 87 (1991). The chapter "regulate[s] in a comprehensive manner the labor relations between public employees and employers." *Id.* at 171.

{¶ 32} Relevant here is R.C. 4117.10(A), which "sets out the relationship between provisions of a collective bargaining agreement and state or local laws," *Streetsboro Edn. Assn. v. Streetsboro City School Dist. Bd. of Edn.*, 68 Ohio St.3d 288, 291, 626 N.E.2d 110 (1994). R.C. 4117.10(A) provides:

> An agreement between a public employer and an exclusive representative entered into pursuant to [R.C. Chapter 4117] governs the wages, hours, and terms and conditions of public employment covered by the agreement. If the agreement provides for a final and

> binding arbitration of grievances, public employers, employees, and employee organizations are subject solely to that grievance procedure and the state personnel board of review or civil service commissions have no jurisdiction to receive and determine any appeals relating to matters that were the subject of a final and binding grievance procedure. Where no agreement exists or where an agreement makes no specification about a matter, the public employer and public employees are subject to all applicable state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

{¶ 33} "By providing that the contract governs conditions of employment, the General Assembly has indicated its preference for enforcing those terms of an agreement which were arrived at through open negotiation at the bargaining table, regardless of which party is advantaged." *State ex rel. Rollins v. Cleveland Hts.-University Hts. City School Dist. Bd. of Edn.*, 40 Ohio St.3d 123, 127, 532 N.E.2d 1289 (1988) (construing R.C. 4117.10(A)). Promotion is an appropriate subject of a collective-bargaining agreement. *See DeVennish v. Columbus*, 57 Ohio St.3d 163, 166, 566 N.E.2d 668 (1991).

{¶ 34} In *State ex rel. Walker v. Lancaster City School Dist. Bd. of Edn.*, 79 Ohio St.3d 216, 680 N.E.2d 993 (1997), this court considered whether an agreement between a substitute teacher's union and her public employer provided her with an adequate legal remedy to redress her claims concerning calculation of service credit and revocation of previously granted service credit. In doing so, we observed that a "grievance and arbitration procedure in a collective bargaining agreement generally provides an adequate legal remedy, which precludes extraordinary relief in mandamus, when violations of the agreement are alleged by a person who is a member of the bargaining unit covered by the agreement." *Id.* at 218. But "[i]n

the absence of a grievable issue, the grievance and arbitration procedure does not constitute an adequate legal remedy in the ordinary course of law." *Id.* Applying these principles in *Walker*, we held that the agreement at issue did not provide an adequate legal remedy, because it did not address the service-credit questions that the teacher had raised. *Id.*

{¶ 35} Because a "collective bargaining agreement is a contract," *State ex rel. Kabert v. Shaker Hts. City School Dist. Bd. of Edn.*, 78 Ohio St.3d 37, 44, 676 N.E.2d 101 (1997), we must look to the terms of the CBA to determine whether Casey had a grievable issue, *Shifrin v. Forest City Ents., Inc.*, 64 Ohio St.3d 635, 638, 597 N.E.2d 499 (1992) ("Generally, courts presume that the intent of the parties to a contract resides in the language they chose to employ in the agreement"). If the CBA's terms are "clear and unambiguous, they should be applied as written," *Sutton Bank v. Progressive Polymers, L.L.C.*, 161 Ohio St.3d 387, 2020-Ohio-5101, 163 N.E.3d 546, ¶ 18.

{¶ 36} The two CBA articles that Casey has invoked are titled "**GRIEVANCE AND ARBITRATION**" (Article 10) and "**PROMOTIONS**" (Article 13). (Capitalization and boldface sic.) Article 10, Section 1 provides that "[a] grievance is any dispute between an employee and the City or its representative involving an allegation that there has been a breach, misrepresentation, or improper application of this Agreement." Article 10, Section 3 provides that the grievance process constitutes a "final and binding" procedure as defined in R.C. 4117.10 and that the CBA's provisions "are to be resolved through the procedures set out in Section 4117.10, excluding Civil Service from jurisdiction as to any specific contractual provisions." Last, Article 10, Section 4 sets out a series of escalating steps for handling grievances, beginning at Step 1 (union member and immediate

supervisor discuss the matter) and culminating in Step 4 (union member submits to binding arbitration).[2]

{¶ 37} Regarding promotions, Article 13, Section 1 provides:

> Whenever the City determines that a vacancy in the promotional ranks exists, a request for promotional appointment or a promotional examination, as applicable, will be submitted to the Civil Service Commission within fourteen (14) calendar days of such determination. After the list has been certified to the appointing authority, the employee ranking highest on the applicable list shall be appointed within fourteen (14) days.

{¶ 38} In this case, Casey's amended complaint alleges that because the civil-service commission scheduled a promotional exam, the city must have determined that a vacancy in the promotional ranks existed. He next alleges that he placed atop the eligibility list, triggering the city's duty to promote him within 14 days. These allegations bring him squarely within Article 13, Section 1, for they point to a dispute about how the CBA was applied. They also establish that unlike the teacher in *Walker*, 79 Ohio St.3d at 218, 680 N.E.2d 993, Casey had a grievable issue controlled by the CBA's grievance procedure because a failure to promote in accordance with Article 13, Section 1 would constitute a "breach, misrepresentation, or improper application of th[e] [CBA]" under Article 10, Section 1.

{¶ 39} Casey himself came to a similar conclusion when he filed his grievance at Step 2, asserting that the city's failure to promote him violated Article

2. Casey apparently bypassed Step 1 and moved directly to Step 2. The CBA allowed him to do this. *See* Article 10, Section 3 ("A grievance can be started * * * at Step 1, or * * * Step 2").

13, Section 1. Similarly, when filing his complaint, he asserted that the CBA "govern[ed] [his] employment in the Fire Department," contained a "term requiring the City to promote the employee finishing first following a promotional examination to fill [a] vacancy," and prescribed a "process by which grievances arising from the interpretation, application, or enforcement" of the CBA could be heard.

{¶ 40} In summary, Casey had an adequate remedy in the ordinary course of the law to advance his grievance by way of the CBA because his claim was grievable. *See Walker* at 218 (observing that the "grievance and arbitration procedure in a collective bargaining agreement generally provides an adequate legal remedy, which precludes extraordinary relief in mandamus, when violations of the agreement are alleged by a person who is a member of the bargaining unit covered by the agreement").

C. Casey's counterarguments

{¶ 41} Casey advances two main arguments against this conclusion. We find neither persuasive.

1. The CBA and R.C. Chapter 4117

{¶ 42} Casey first asserts that it is wrong to confine the analysis to the interplay between the CBA and R.C. Chapter 4117. In his view, the CBA controls under R.C. Chapter 4117 only when its requirements conflict with R.C. 124.45 through 124.48. Casey's argument relies on the sentence in Article 13, Section 1 that states, "It is the intent of the parties to prevail over R.C. 124.45 [through] 124.48 to the extent that this article is in conflict with those requirements." Casey's position is that because the CBA is not in conflict with R.C. 124.45 through 124.48, he may predicate his mandamus claim on the requirements set forth in those statutes, the civil-service commission's rules, or both.

{¶ 43} Broadly speaking, R.C. 124.45 deals with the promotion of firefighters when vacancies arise, R.C. 124.46 deals with promotional examinations

and the creation of eligibility lists, R.C. 124.47 deals with the creation of special positions with preferential pay, and R.C. 124.48 deals with how vacancies should be filled.

{¶ 44} To support his no-conflict argument, Casey points to R.C. 124.48. But in doing so, he underscores a conflict between that statute and the CBA. R.C. 124.48 provides that the person receiving the highest grade on the promotional examination as certified by the civil-service commission shall be appointed within *ten days*. Yet Article 13, Section 1 of the CBA provides that that person shall be appointed within 14 days of certification. Casey attempts to minimize this conflict, arguing that this case concerns not whether he should have received a promotion within ten or 14 days but whether he should have received a promotion at all. But a conflict is a conflict, and Article 13, Section 1 makes no exceptions for conflicts deemed immaterial.

{¶ 45} Casey also argues that he "did *not* bring an action in the Seventh Appellate Judicial District that was dependent in any way on finding that City officials failed to meet th[e] 14-day deadline." (Emphasis sic.) His complaint belies this assertion. There, in his claim for relief, he conveys that he became entitled to the rank of battalion chief and to associated employment benefits "not later than October 19, 2021." That date is significant because it is 14 days after October 5, 2021, and Casey alleges that the civil-service commission completed its certification on or about October 5, 2021.

{¶ 46} Even if Casey is right that the conflict is immaterial, he still has not shown why this court should ignore the language of the CBA. Casey says that "when it comes to the actual *act* of promoting [him], Article 13 of the [CBA] in the main is *superfluous* or *cumulative*" to R.C. 124.45 through 124.48 and the civil-service rules. (Emphasis sic.) Casey's point seems to be that in a basic sense, Article 13, Section 1, R.C. 124.45 through 124.48, and the civil-service rules provide for the same thing—namely, filling a vacancy by promoting the person who

scores highest on the promotional examination. But even if that is true, accepting Casey's argument would require this court to ignore what we said in *Rollins*, which is that "the contract governs conditions of employment." 40 Ohio St.3d at 127, 532 N.E.2d 1289. Moreover, Casey's argument would render Article 13, Section 1 of the CBA meaningless because it would permit a union member to step outside the CBA's provisions and rely instead on other authorities. This court "avoid[s] interpretations that render portions [of a contract] meaningless or unnecessary." *Wohl v. Swinney*, 118 Ohio St.3d 277, 2008-Ohio-2334, 888 N.E.2d 1062, ¶ 22.

{¶ 47} Our decision in *Tapo v. Columbus Bd. of Edn.*, 31 Ohio St.3d 105, 509 N.E.2d 419 (1987), on which Casey relies, is not to the contrary. In that case, two teachers sued in common pleas court, alleging that the school board had breached its employment contracts with them by failing to place them on higher salary schedules. This court rejected the board's argument that the teachers had to submit their claims through the grievance and arbitration procedures under their collective-bargaining agreements, because the board had earlier stipulated that the teachers were entitled to a higher rate of pay. *Id.* at 107. There is no such stipulation here. *See State ex rel. Johnson v. Cleveland Hts./Univ. Hts. School Dist. Bd. of Edn.*, 73 Ohio St.3d 189, 193, 652 N.E.2d 750 (1995) (distinguishing *Tapo* on this basis).

{¶ 48} Casey's reliance on *State ex rel. Rootstown Local School Dist. Bd. of Edn. v. Portage Cty. Court of Common Pleas*, 78 Ohio St.3d 489, 678 N.E.2d 1365 (1997), fares no better. In that case, we held that "[i]f a party asserts rights that are independent of R.C. Chapter 4117, the party's complaint may properly be heard in common pleas court." *Id.* at 494. Casey reads this passage as permitting him to step outside his CBA (and the effect a court must give it under R.C. Chapter 4117) because his mandamus claim is predicated on R.C. 124.45 through 124.48, the civil-service rules, or both. But in *Rootstown*, unlike here, the collective-

bargaining agreement had expired. *Id.* at 493. In *Rootstown*, we therefore had no opportunity to consider the effect of the agreement on the claims at issue.

2. The efficacy of the CBA

{¶ 49} Casey also argues that although the CBA's grievance procedure initially provided him with an adequate remedy in the ordinary course of the law, the "remedy *evaporated* the moment the Union abandoned [his] grievance and declined to take it to arbitration." (Emphasis sic.) After the union "abandoned" him, Casey says, he "no longer had *any* remedy through the [CBA] and lacked *any* means of compelling arbitration." (Emphasis sic.) Casey posits that if his grievance had been submitted to arbitration, then he would have had "no business" bringing this mandamus action.

{¶ 50} Casey's argument is internally inconsistent. On the one hand, he concedes that so long as he was able to seek relief through the CBA's grievance procedure, his remedy under the CBA was adequate. But, the argument runs, once he received an unfavorable decision by way of the union president's decision to decline to advance his grievance to arbitration, the remedy became inadequate, clearing the way for this action. It follows that if his remedy was at one time adequate—as he concedes that it was—then that is enough.

{¶ 51} Under Casey's logic, grievants who do not prevail could circumvent the processes prescribed by a collective-bargaining agreement. *See State ex rel. Nichols v. Cuyahoga Cty. Bd. of Mental Retardation & Dev. Disabilities*, 72 Ohio St.3d 205, 209, 648 N.E.2d 823 (1995). Moreover, the mere fact that a remedy yields an unfavorable result does not render it inadequate. *Id.* And besides, as the court of appeals noted, if Casey felt that the union had treated him unfairly by abandoning him rather than advancing his grievance to arbitration, then he could have pursued an unfair-labor-practice charge before SERB under R.C. 4711.11(B)(6), which provides that it is an "unfair labor practice for [a union] * * * to [f]ail to fairly represent all public employees in a bargaining unit."

{¶ 52} Casey also contends that his remedy under the CBA is not adequate, because it is not complete, beneficial, and speedy. *See State ex rel. Kerns v. Simmers*, 153 Ohio St.3d 103, 2018-Ohio-256, 101 N.E.3d 430, ¶ 10, quoting *State ex rel. Natl. Elec. Contrs. Assn., Ohio Conference v. Ohio Bur. of Emp. Servs.*, 83 Ohio St.3d 179, 183, 699 N.E.2d 64 (1998) ("An adequate remedy at law is one that is 'complete, beneficial, and speedy' ").

{¶ 53} Casey asserts that the remedy afforded by the CBA is not beneficial or complete, because under its terms, the union president can unilaterally decide whether to advance his grievance to arbitration. But this is just a repackaging of his arguments discussed above. In faulting the CBA for its lack of speediness, he claims that he has been entitled to a promotion since at least October 19, 2021. But the mere fact that Casey has been awaiting a promotion he believes he is entitled to says nothing about the speediness of the procedures prescribed by the CBA for evaluating whether he is, in fact, entitled to that promotion. Moreover, the proceedings under the CBA lasted from October 2021, when he filed his grievance, to February 2022, when the mayor's designee denied his grievance and the union president thereafter informed him that his grievance would not be advanced to arbitration. This time lapse does not vitiate the remedy's adequacy. *See State ex rel. Roush v. Montgomery*, 156 Ohio St.3d 351, 2019-Ohio-932, 126 N.E.3d 1118, ¶ 12 ("the mere fact that [an] appeal itself takes time [does not] establish its inadequacy").

III. CONCLUSION

{¶ 54} The judgment of the court of appeals is affirmed. Casey's motion to strike is granted in part and denied in part, and his motion for oral argument is denied.

Judgment affirmed.

KENNEDY, C.J., and FISCHER, DEWINE, DONNELLY, STEWART, BRUNNER, and DETERS, JJ., concur.

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