

UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT

Laborers’ International Union of North America, Local 860 v.
Terease Z. Neff, Hon. Thomas F. O’Malley, and Cuyahoga County,
Ohio Common Pleas Court, Juvenile Division

Laborers’ Int’l Union v. Neff · No. 21-3653 · Decided March 23, 2022

SUMMARY

The Sixth Circuit affirmed dismissal of a labor union’s federal claims arising from the alleged breach of collective bargaining agreements with the Cuyahoga County Juvenile Court. The court held that the Juvenile Court is an arm of the State of Ohio entitled to sovereign immunity, that 42 U.S.C. § 1983 does not provide a cause of action for the union’s Contracts Clause claims, and that the Takings Clause claims failed because an adequate state-law contract remedy existed and qualified immunity applied to the damages claims. Chief Judge Sutton also issued a concurrence addressing the historical availability of § 1983 for Contracts Clause claims.

CASE DETAILS

COURT	United States Court of Appeals for the Sixth Circuit
WRITING FOR THE COURT	Sutton, Chief Judge; Gibbons, Circuit Judge; Griffin, Circuit Judge
JURISDICTION	Federal
DECIDED	March 23, 2022
DOCKET	21-3653
DISPOSITION	affirmed
PROCEDURAL POSTURE	The union appealed the dismissal of its federal claims against an Ohio juvenile court and two court administrators arising from alleged breaches of collective bargaining agreements and alleged violations of the Contracts Clause and Takings Clause.
STANDARD OF REVIEW	Not expressly stated in the opinion text.
PRECEDENTIAL VALUE	Published and recommended for publication; binding Sixth Circuit precedent.
PARTIES	Laborers’ International Union of North America, Local 860 v. Terease Z. Neff, Hon. Thomas F. O’Malley, Cuyahoga County, Ohio Common Pleas Court, Juvenile Division

TOPICS

sovereign immunity

federalism

contracts clause

section 1983

qualified immunity

PRACTICE AREAS

constitutional law

civil rights

labor law

employment law

federalism

QUESTIONS PRESENTED

1. Whether the Cuyahoga County Juvenile Court is an arm of the State of Ohio entitled to sovereign immunity.
2. Whether the union may pursue a Contracts Clause claim under 42 U.S.C. § 1983.
3. Whether the union was entitled to injunctive relief under the Takings Clause despite the availability of a state-law contract remedy.
4. Whether the administrators were entitled to qualified immunity from individual-capacity damages claims under the Takings Clause.

HOLDINGS

1. The Cuyahoga County Juvenile Court is an arm of the State of Ohio for sovereign-immunity purposes, even though Cuyahoga County funds its day-to-day operations and would pay any judgment.
2. Under binding Sixth Circuit precedent, an alleged Contracts Clause violation cannot give rise to a cause of action under 42 U.S.C. § 1983.
3. The union could not obtain an injunction under the Takings Clause because Ohio provided an adequate legal remedy through a state-court contract or declaratory-judgment action.
4. The administrators were entitled to qualified immunity because no precedent clearly established that merely breaching a collective bargaining agreement under these circumstances violated the Takings Clause.

KEY QUOTATIONS

“If any entity qualifies as an arm of the State, a state court does.” (p. 7)

“The availability of a legal remedy does not on its own bar the damages claims. But it does preclude an injunction.” (p. 11)

“But even if state officials breaching a contract somehow violate the Takings Clause, no precedent clearly establishes the point.” (p. 12)

FACTUAL BACKGROUND

Laborers’ International Union of North America, Local 860 represented 136 employees of the Cuyahoga County Juvenile Court under collective bargaining agreements covering wages, leave, insurance, and other employment terms. The agreements stated both that they extended through December 31, 2019, and that the court would continue honoring their terms until a successor agreement was negotiated, the union disclaimed interest, or

employees decertified the union. After negotiations for a successor agreement stalled, the Juvenile Court allegedly declared the agreements invalid, stopped deducting union dues, changed work schedules, and eliminated grievance procedures.

PROCEDURAL HISTORY

The Juvenile Court filed a state-court action seeking a declaration that the collective bargaining agreements were void or expired, and the union counterclaimed for breach of contract. The union then filed this federal action against the Juvenile Court, Judge O'Malley, and administrator Neff in their official and individual capacities. The United States District Court for the Northern District of Ohio dismissed the claims on sovereign-immunity, failure-to-state-a-claim, inadequate-remedy-at-law, and qualified-immunity grounds. The Sixth Circuit affirmed.

DISPOSITION

affirmed

CASES CITED

- PennEast Pipeline Co. v. New Jersey, 141 S. Ct. 2244, 2258 (2021)
- Ernst v. Rising, 427 F.3d 351, 358-65 (6th Cir. 2005) (en banc)
- Pucci v. Nineteenth District Court, 628 F.3d 752, 761-65 (6th Cir. 2010)
- S.J. v. Hamilton County, 374 F.3d 416, 421-24 (6th Cir. 2004)
- Mumford v. Basinski, 105 F.3d 264, 268-70 (6th Cir. 1997)
- Alkire v. Irving, 330 F.3d 802, 812-13 (6th Cir. 2003)
- Kaminski v. Coulter, 865 F.3d 339, 347, 349 (6th Cir. 2017)
- Darrah v. City of Oak Park, 255 F.3d 301, 309-10 (6th Cir. 2001)
- Ex parte Young, 209 U.S. 123, 159-60 (1908)
- Knick v. Township of Scott, 139 S. Ct. 2162, 2172-73, 2176 (2019)
- State ex rel. Ohio Council 8, American Federation of State, County & Municipal Employees v. Spellacy, 478 N.E.2d 229, 232 (Ohio 1985)
- Gean v. Hattaway, 330 F.3d 758, 767 (6th Cir. 2003)
- B&B Trucking, Inc. v. U.S. Postal Service, 406 F.3d 766, 769 (6th Cir. 2005) (en banc)
- Humphrey v. Mabry, 482 F.3d 840, 847 (6th Cir. 2007)
- McCormick v. Miami University, 693 F.3d 654, 661-62 (6th Cir. 2012)
- Mich. State AFL-CIO v. Schuette, 847 F.3d 800, 803-05 (6th Cir. 2017)