

# THE CHRONICLE

## CHAIRMAN OF THE BOARD'S MESSAGE PORT CLINTON TO OLC CHAIRMAN: MY STORY

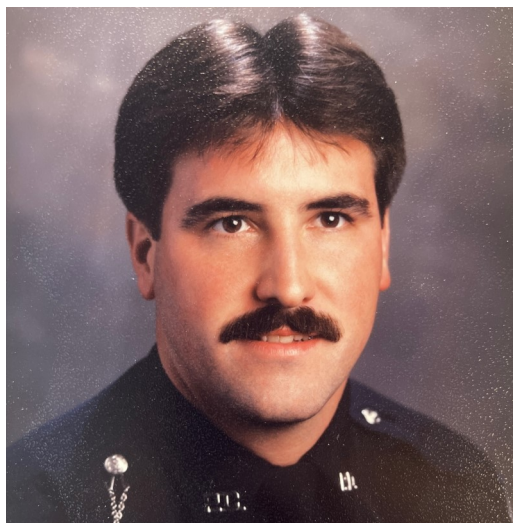
I joined the Port Clinton Police Department as a Reserve Police Officer in 1981 at 19 years old. I attended the Sandusky Police Academy (340 hours at that time), graduating 2 weeks before my 21<sup>st</sup> birthday. The Police department paid for your schooling if you worked as a Reserve Officer for one (1) year after graduation. I worked one day every weekend, one weekend I would dispatch (which was paid) and one weekend I would volunteer to ride with a full-time officer. Back in those days we were eager to work the road with the full-time officers, for free!

In May 1984 I was hired as a full-time Police Officer. That would be the same year that collective bargaining would go into effect, must have been a premonition. Port Clinton Police Department already had a collective bargaining agreement in place which was unusual early on. But we did not belong to a union, so when we filed a grievance, it would go to the safety service director, and he would of course deny it. We did not have the money to take it any further.

I became President of our FOP Lodge in 1988 and would remain as president for the next 30 years. In 1988 I called the FOP, Ohio Labor Council to inquire about union representation. I still remember OLC Executive Director Larry Hudson and Chief Counsel Paul Cox coming to our lodge meeting and explaining the benefits of

membership. We have been with the Ohio Labor Council ever since.

There are so many things the OLC has done for us over the years. You may find some of these examples hard to believe, but that was the way things were back in the day. We always had a police boat in the summer, but the only people who could work it were the reserve police officers at a rate of \$10.00 per hour. When we negotiated the next collective bargaining agreement (CBA), full-time police officers could work the police boat, at the same rate of \$10.00 per hour. In the subsequent CBA, we won the first right of refusal to work on the police boat along with time and a half for all hours worked on the boat. I share this history because sometimes it takes several contract cycles to achieve a desirable and fair outcome.



**Bruce Szilagyi**

Chairman of the Board

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## CHAIRMAN OF THE BOARD'S MESSAGE

### **PORT CLINTON TO OLC CHAIRMAN: MY STORY (CONT'D)**

Another example of the progress we made through collective bargaining was how we were paid for working high school sporting events. We started working those events for straight pay. In a subsequent CBA we won time and a half for working those events. The best part of working those high school events was how they were paid. Because the City would pay us directly and get reimbursed by the high school, the overtime for working those events counted as part of our annual salary. When you were seeking to increase your wage for your highest three years for retirement purposes, this was very helpful.

The hardest time for me in my career occurred in 1996 when I was involved in an arrest in which the person filed a complaint against me with the FBI. This person had a history of filing complaints every time he got arrested but with a different agency. The FBI investigated and found nothing to legitimize his complaint. Then in 1998, I was sued in Federal Court by this same individual. The city hired a law firm from Toledo. The law firm advised the city it was a frivolous lawsuit and believed they would win at trial. I was all on board with that idea because I did not want to give them a cent! I spent the next 2 years traveling around with my attorneys observing depositions preparing for trial. In 2000 we went to trial in Federal Court in Toledo and lost, resulting in the award of compensatory and punitive damages being levied against me and the other defendants. My world turned upside down; I could not believe something like this could happen. The trial resulted in a \$200,000.00 punitive damages award against me personally, I was going to lose everything I had. Good fortune was on my side when the Federal Judge threw out the punitive damages portion two weeks after the jury verdict. He found there was no evidence that I acted outside the scope of my authority. A huge weight was lifted off the chest of myself and my entire family! My OLC Staff Representative showed up at the courthouse immediately after the verdict. I will never forget that day.

As a retired officer I look back on my career, the ups and the downs, and I do not regret my chosen profession, even when I thought I would lose everything. We do noble work, and I am proud to have served my community as a law enforcement officer for over 30 years. I had a career full of adventures, at those times where I needed someone to have my back the OLC was there and for that reason, I continue to gratefully serve as the Chairman of the OLC. My advice is to get involved at the local level. Be a leader and understand your CBA. You are the OLC, take an active role in advocating for yourself and for your brothers and sisters in our profession.

Stay safe,

Bruce





**Meagan Roeth**  
General Counsel  
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## LEGAL UPDATE

### **CONGRESS PASSES LAWS PROTECTING PRENATAL AND POSTNATAL WOMEN IN THE WORKPLACE**

Two new federal laws aim to protect pregnant, postnatal, and nursing employees: the Pregnant Workers Fairness Act (PWFA), which took effect on June 27, 2023, and the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act), which took effect on December 29, 2022.

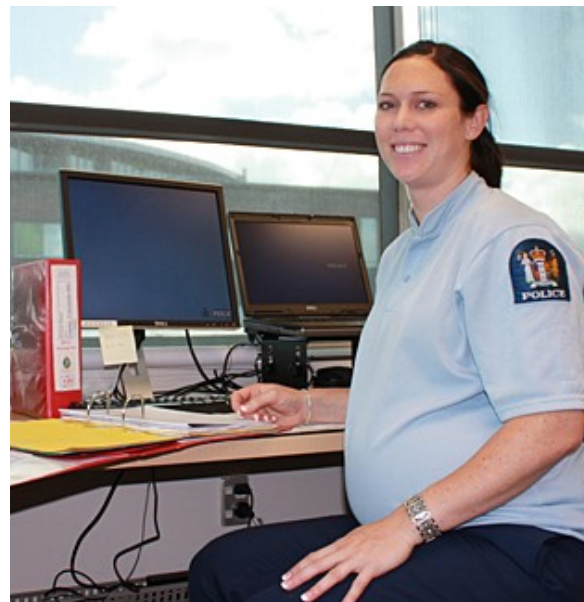
#### **Pregnant Workers Fairness Act (PWFA)**

The PWFA requires employers with 15 or more employees to provide reasonable accommodations for known physical or mental limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions. A qualified employee is one who, with or without reasonable accommodation, can perform the essential functions of the position, except that the employee shall be considered qualified if the inability to perform an essential function is for a temporary period; the essential function could be performed in the near future; and the inability to perform the essential function can be reasonably accommodated. Employers are required to provide reasonable accommodations unless they would cause an “undue hardship” on the employer’s operations. An “undue hardship” is significant difficulty or expense for the employer.

The PWFA requires an interactive process to determine what a reasonable accommodation would be in each case. The Equal Employment Opportunity Commission (EEOC) has issued a proposed rule stating that reasonable accommodations may include: frequent breaks; sitting/standing; schedule changes, part-time work, and paid and unpaid leave; telework; parking; light duty; making existing facilities accessible or modifying the work environment; job restructuring; temporarily suspending one or more essential functions; acquiring or modifying equipment, uniforms, or devices; and adjusting or modifying examinations or policies. The proposed rule also states that allowing an employee to carry and drink water in the work area, additional restroom breaks,

sitting/standing as needed, and breaks to eat and drink as needed will be found to be reasonable accommodations that do not impose an undue hardship in virtually all cases. An employer has the ultimate discretion to choose between potential reasonable accommodations, but the employee’s preference should be given primary consideration under the proposed rule.

Under the PWFA, employers cannot: fail to make reasonable accommodations to known limitations unless it would impose an undue hardship on the employer’s operation; require an employee to accept an accommodation other than a reasonable accommodation arrived at through an interactive process; deny employment opportunities if such denial is based on the need of the employer; require an employee to take leave if another reasonable accommodation can be provided; take adverse action against an employee for requesting or using a reasonable accommodation. Charges for situations arising after June 27, 2023 can be filed with the EEOC. An employee may recover lost income, “compensatory” damages, including emotional distress damages, and punitive damages. Damages are limited if the employer makes a good faith effort to meet the need for a reasonable accommodation.





## LEGAL UPDATE

### **CONGRESS PASSES LAWS PROTECTING PRENATAL AND POSTNATAL**

#### **WOMEN IN THE WORKPLACE (Cont'd)**

##### Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act)

The PUMP Act provides lactation breaks to nursing employees. Employers must provide nursing employees with reasonable break time to express milk for one year after the birth of their child. The needed frequency, duration, and timing of breaks can vary depending on the employee and child. There is no maximum number of required breaks. Employers must also provide a private space for these breaks, other than a bathroom, that is shielded from view and free from intrusion. Remote workers must be free from observation by any employer-provided or required video system during their breaks. Employees using break time to express breast milk must be completely relieved from duty or must be paid for the break time. An employee who uses break time to pump breast milk must be compensated in the same way that other employees are compensated for break time.

Employees who are denied breaks, not provided a qualified space for expressing milk, or are not paid for lactation breaks as required by the PUMP Act may sue their employer or file a complaint with the Department of Labor's Wage and Hour Division. Employees who file a lawsuit for failure to provide a space to pump must notify their employer and give the employer ten days to comply unless the employee has been fired for requesting reasonable break time or space; has been fired for opposing the employer's conduct related to pump at work rights; or where the employer has expressed a refusal to comply. Remedies may include reinstatement, promotion, payment of wages lost, liquidated damages, and punitive damages. Requiring an employee to make up time spent on breaks could be considered retaliation. Employers with less than 50 employees may be exempt from compliance if they show that compliance would impose an undue hardship.

The PWFA and PUMP Act's requirements could be incorporated into collective bargaining agreements so that members can grieve lack of compliance. They could also be expanded upon in collective bargaining agreements to provide further protections for expectant and new mothers. Changes in employer policies pursuant to the laws will have effects on working conditions that could be negotiated, such as what accommodations must be provided and the location of break areas.



Lactation rooms for small spaces. This station is designed by Mamava and has a workspace provided within.

## ARBITRATION NEWS

### **DISMISSAL OF INDICTMENT RESULTS IN REINSTATEMENT**



**Kay Cremeans**  
Chief Counsel  
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Grievant had been employed as a Deputy for approximately 15 years when a referral was initiated with Adult Protective Services indicating that the Grievant was financially exploiting an elderly person who was a retired Captain with the same Sheriff's Office. An investigation was conducted into the matter, including interviews with the retired Captain. The Grievant was arrested for theft and was subsequently indicted on one count of theft from a person in a protected class, a second-degree felony. The Employer completed a Disciplinary Action Form, citing the Grievant's arrest and indictment as the only basis for her termination. A grievance was filed protesting the termination. Approximately five (5) months later, the retired Captain died. The indictment against the Grievant was dismissed.

At arbitration, the Employer argued that the Grievant was terminated for exploiting the retired Captain of \$43,000 through multiple deceptive statements regarding her financial peril, thereby committing theft by deception. The Employer argued that the retired Captain was unable to work the job he loved, isolated himself in his home and that his health was in a constant state of deterioration. The Employer also argued that the Grievant's arrest and prosecution brought discredit upon herself and the Sheriff's Department.

The FOP argued that the Employer failed to establish that the Grievant was guilty of any misconduct meriting termination. The FOP argued that the termination was based solely: on the Grievant's arrest and indictment and that there was no reference to any of the underlying conduct; thus, with the dismissal of the criminal prosecution, the Employer lacked just cause for the termination.

The Grievant acknowledged that she and the retired Captain were friends going back more than a decade, that they remained friends after his retirement, that she helped him with chores and housework after his retirement and that he gave her money; however, she never asked him for money and never lied to him in order to get money from him. The FOP also argued that a provision of the collective bargaining agreement provided for the reinstatement of an employee if criminal charges are dismissed.

The Arbitrator found that the Employer abused its discretion and acted arbitrarily in terminating the Grievant; the Employer failed to meet its burden of proof to demonstrate that the termination was justifiably warranted; that the Employer relied on supposition, assumptions and hearsay evidence based on the criminal indictment; that the fact that the indictment was dropped suggests that the Employer lacked the requisite evidence necessary for it to successfully proceed; that the Employer failed to prove that the Grievant acted unlawfully and in a deceitful manner to obtain funds from the retired Captain; that the Employer failed to provide any additional or independent evidence meriting the termination on a just cause basis. Thus, the Employer lacked just cause for the Grievant's termination. The Arbitrator further referenced the contractual provision that provides for reinstatement if criminal charges are dismissed, as requiring an identical resolution. The Arbitrator specifically quoted that the Grievant's termination, imposed "solely on the basis of an indictment, must be held to represent that an employee is guilty until proven innocent, a principal, of course, contrary to a basic tenant of our code of justice."

#### **OUTCOME**

Grievance sustained. Grievant reinstated with full back pay and benefits.

## ARBITRATION NEWS

### **GRIEVANT ENTITLED TO HOLIDAY PAY**



**Doug Behringer**  
General Counsel  
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This dispute arose when the Grievant did not receive payment for holidays after she resigned from the Sheriff's Office. The Grievant, who resigned on October 1st, maintains that she is owed for the holidays she worked or was available to work since November of the previous year. The CBA states "on the first regularly scheduled payday in November, each fulltime employee of the bargaining unit shall receive a check for **all** the holidays specified in this article that he/she was available for duty during the previous twelve (12) months."

According to the Sheriff, the Grievant was not entitled to holiday pay she had earned since November of the previous year because she was not employed as of the first pay date in November of the current year. The Sheriff claimed that there was a long-standing practice that employees would lose any pending holiday pay if they quit before the first pay date in November.

The FOP/OLC asserted that the November

payment date was designed to provide Christmas/holiday money for employees and had never been intended to deny compensation to employees who quit before the first pay date in November. The FOP/OLC argued that holiday pay is a benefit for employees who work or are available to work on a holiday and to deny holiday pay would amount to a forfeiture.

The Arbitrator found in favor of the FOP/OLC, rejecting the idea that employees forfeit their holiday pay if they resign before the November pay date. Many contracts include extra payments before the holidays and the idea that the Employer should benefit from the forfeiture of the pay already earned by the resigning employee was not controlling in the absence of specific language establishing that forfeiture. The Arbitrator also rejected the Employer's past practice argument, finding that it was not known, was not longstanding and not clearly accepted by the parties.



### **OUTCOME**

Grievance sustained, the Employer is ordered to pay the Grievant for the holidays she worked or was available to work since her last holiday pay in the previous November.

## **LEGISLATIVE UPDATE:**



**Mike Wienman**  
Director of  
Governmental Affairs  
[MWienman@fopohio.org](mailto:MWienman@fopohio.org)

The Statehouse is returning to life after a Summer break that started after the two-year budget was passed in late June. In the budget, a minimum of 24 hours of continuing professional training shall be reimbursed each calendar year, and a maximum of 40 hours of continuing professional training may be reimbursed each calendar. They earmarked \$43M to fund the training for the next two years. The FOP continues to fight for a dedicated funding source for continuing police training. The FOP had asked that the increase in the employer's contribution to OP & F be included in the budget. We worked with several legislators to make that happen, but the Major City Mayor's organization thwarted our efforts. We hope Rep. Cindy Abrams will soon introduce a bill increasing that employer contribution. Speaking of pensions, the legislative team continues to work toward repealing the service credit changes OPERS made that have had severe consequences for members who transferred from an OP & F agency to an OPERS agency. Rep. Andrea White was able to amend SB 16, which helped ease some of the Marsy's Law requirements for officers before the Summer break



## **Negotiations Update**



<b><u>Employer</u></b>	<b><u>Wages</u></b>	<b><u>Other Details</u></b>
Alliance Sergeants	8.55% / 3% / 3%	This negotiation process ended with Conciliation.
Mansfield Police Department (Overall)	7.75% / 2.5% / 2.5%	Two steps were removed from the pay scale leaving only the probationary and third step as highlighted in the Public Safety Labor News
Delaware Clerks	13%, 4%, 4%	
Multi-County Juvenile Attention Center	7%, 3%, 3%	



## **STAFF SPOTLIGHT**



**Michael Piotrowski**  
General Counsel  
[MPiotrowski@fopohio.org](mailto:MPiotrowski@fopohio.org)

### **Michael Piotrowski, General Counsel**

Michael W. Piotrowski , Esq. is a labor lawyer who has been representing unions since he was in law school. Mike earned his undergraduate degree from Virginia Tech and attended law school at Case Western Reserve University School of Law in Cleveland. After graduating from Case Western Reserve University School of Law he worked in the international headquarters of the United Transportation Union. He has been representing police officers and public safety personnel since 1996 and has been General Counsel with the FOP/Ohio Labor Council since 1999. Mike has 30 years of union-side labor law experience under the Railway Labor Act, the National Labor Relations Act and the Ohio Public Employee Collective Bargaining Act. He is admitted in the Federal District Court for the Northern District of Ohio and has argued cases in numerous Ohio Courts. He resides in Brecksville, Ohio, has a son at Kent State and a daughter who is attending Brecksville Broadview Heights High School. Mike is also a graduate of Virginia Tech.

### **Tom Fehr, Senior Staff Representative**

Tom graduated from Oak Hills High School in 1970. He went to work for his father in the family wholesale flower business until 1975 when his father sold the business. Tom stayed on with the new owners until 1980 when he was hired by the City of Cincinnati as a Corrections Officer. Tom had always wanted a career in law enforcement. While with the city, Tom was assigned to the “Work House”, the city jail that was built in the 1860s to house Civil War prisoners. In 1981 Hamilton County took over the operations of the Hamilton County jail. Tom stayed on at the “Work House” until he was promoted to the position of road deputy in 1985. He was promoted to Corporal in 1989. That same year he became Chair of the law enforcement bargaining committee for the Hamilton County Deputies. He held that position until his retirement in 1998. Shortly after retirement, Executive Director Larry Hudson hired Tom as a full-time Staff Representative. Tom enjoys working tirelessly for the membership as he has done from day one.



**Tom Fehr**  
Senior Staff Representative  
[TFehr@fopohio.org](mailto:TFehr@fopohio.org)



# CAUGHT ON CAMERA!



## CAUGHT ON CAMERA



Retired OP&F Board Member Mark Drum,, Executive VP of Capital City Lodge #9, Brian Steel and Gary Wolske, FOP of Ohio President.



President Wolske attending an OP&F Board meeting along with Brian Steel, the newly elected active police officer representative on the OP&F Board.



Retired Unit 2 and former OLC Board Member Bill Ferkan receiving a retirement certificate from FOP 10<sup>th</sup> District Trustee Aaron Bramel.



Pictured at a July FOP/OLC Cuyahoga County Adult Probation Member Appreciation luncheon are Mikki Anderson, Jen Walt, Ricardo Sanders & Javares Green.

# CAUGHT ON CAMERA!



## OLC SPONSORED AND FIRST OF ITS KIND OFFICER INVOLVED SHOOTING CRITICAL INCIDENT TRAINING SPOTLIGHTS HAMILTON COUNTY ~ JULY 13, 2023



Membership and Public Relations Coordinator Dan Ozbolt introduces the training and the goals while providing an overview of what is to come.



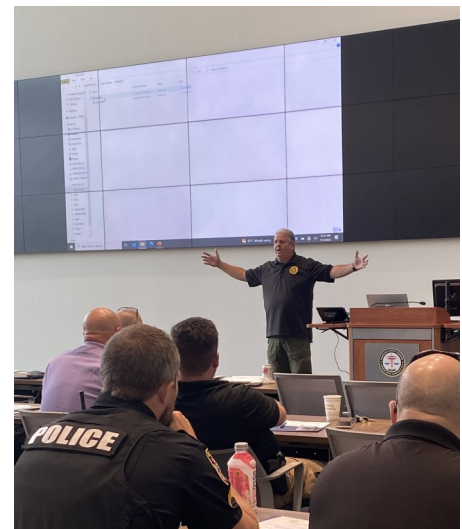
OLC Staff Representatives Lucy DiNardo and Tom Fehr review the procedure for an Officer involved shooting.



Officer Joe Haugh and Sergeant Darnell Nared of Forest Park share their OIS experience with the attendees.



Deidre DeLong , the Critical Incident Response Service (CIRS) Program Director.



BCI Agent Rick Ward.



# Training Opportunities



## UNIQUE TRAINING OPPORTUNITY

Officer Involved Shootings/Critical Incident Training

### Topics

Immediate steps to Protect Your Rights after scene is secure  
What to expect in the BCI Investigative Process  
FOP Critical Incident Response Service  
Presentation and Q&A from an Involved Officer

### Instructors

BCI Special Agent  
FOP/OLC Staff Representatives  
FOP Critical Incident Response Program Coordinator

### Date, Time & Location

Thursday, September 28th, from 9:00 a.m. to 2:00 p.m.  
OPOTA Richfield Auditorium  
4055 Highlander Parkway  
Richfield, OH 44286

Lunch and beverages will be provided  
Please RSVP to [Dozbolt@FOPohio.org](mailto:Dozbolt@FOPohio.org)





## Pass Along...



Use the QR code to access the dues card!

*Have you completed your dues card?*

*Do you need to update the information?*

The FOP/Ohio Labor Council, Inc. tries to make sure that the information that we gather is correct. If you are unsure if you have filled out a dues card, or if the information on the dues card is correct you can now follow the QR code and complete it electronically.

Just open your phones camera until you see the yellow box and then tap within the box. Just make sure you have an account at the FOPohio.org website!

If you have any questions, contact Aaron Crawford, Deputy Director.  
[ACrawford@fopohio.org](mailto:ACrawford@fopohio.org)

Stay Safe!

