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September 27, 2007

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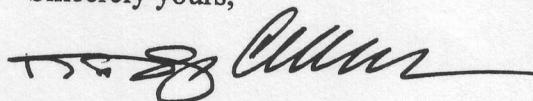
Re: Monroe Police Employees

Dear Mr. Forg,

As Law Director for the City of Monroe, I acknowledge receipt of your letter and draft complaint dated September 26, 2007 and emailed to the Monroe City Council. I have forward a copy to our labor counsel, Don Crain at Frost Brown & Todd, for his review as well. Either Don or I will contact you once we have had an opportunity to evaluate the allegations contained in your email.

Please feel free to contact me should you have any further questions.

Sincerely yours,



K. Philip Callahan

cc: Mayor & Council  
William Brock  
Don Crain

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REPPER, PAGAN, COOK, LTD

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CHRISTOPHER J. PAGAN • MELYNDA COOK-REICH - ATTORNEYS AT LAW

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THEODORE REPPER, JR. - OF COUNSEL

September 26, 2007

Via Email and U.S. Mail

Monroe City Council  
233 So. Main Street  
Monroe, Ohio 45050-0330  
council@monroeohio.org

In re: *Monroe Police Employees*

Dear Sir or Madam:

Over the past two weeks, several Monroe police officers have consulted this office regarding certain actions undertaken by William Brock, the City Manager, against their department. Apparently, these actions were undertaken in retaliation for charges of sexual harassment made against Capt. Thomas Bishop by several police officers. All of the police officers not affected participated in the subsequent investigation into those charges. As you are aware, R.C. §4112.02(I) prohibits retaliation against employees participating in such proceedings.

I have personally spoken with 4 police officers, and have received information regarding the situation of several more. At this point, each of these officers would prefer to remain anonymous, out of fear of further retaliation from Mr. Brock.

Also be aware that each of these officers previously has attempted to address what they believe to be retaliatory conduct, either by raising the issues through the chain-of-command, or through their union. In each case, The City Manager has refused to act or has ruled against the individual employee. Consequently, the officers have asked me to take this matter to the next level and write you directly.

Essentially, the City Manager is forcing police officers to use up sick and personal time before receiving compensation for time missed because of a workplace injury. As you are aware, under Art. 21 of the Collective Bargaining Agreement between the police department and the city contains a "salary continuation" clause which allows police officers missing work due to a work-related injury to recover the difference between their workers compensation benefits and their regular salary (based on 40 hrs. per week) for a thirteen week period.

At issue are the days missed between the initial injury and the determination that the officer is entitled to workers compensation benefits. Presently, Mr. Brock is refusing

to compensate police officers for that time, forcing them to use sick and personal days to continue receiving the salary. Moreover, in responding to at least one grievance on this issue, Mr. Brock has claimed that this interpretation is based on the language of Art. 21. However, his application of this rule has not been consistent.

Recitation of the cases of several individual police officers will illustrate this point. I was informed of the cases of five different police officers, who were forced to take, respectively, 80, 40, 64, 240 and in excess of 400 hours of personal or sick time before receiving salary continuation. The case of the fourth officer illustrates the totally arbitrary application of this rule: This officer was involved in an automobile accident. The City Manager refused to allow him to receive salary continuation, asserting that instead should bring a civil suit against the driver of the vehicle that struck his cruiser. He was forced to exhaust his available sick leave, 240 hours or 6 weeks, to cover the time he missed from work.

Further, the officers asserts that in many instances, Angela Wasson, an assistant to Mr. Brock, has actually interfered in the Workers Compensation process by refusing to provide information to the BWC, or return calls from the BWC office. On at least two occasions, she has falsely reported that a police officer had chosen to take sick leave rather than receive salary continuation. On another occasion, she falsely reported to BWC that an officer had returned to work, when his physician had not yet released him to return to work.

Finally, and perhaps most emphatically, the City Manager has told at least two officers that the city would cease paying their medical insurance premium if they began receiving workers compensation benefits after receiving 13 weeks of salary continuation. Please be aware that such conduct is illegal under R.C. §§4123.80 and 4123.90.

In contrast, the city's contracts with fire department employees contains an identical salary continuation provision, and employees there are permitted to begin their 13-week benefit period beginning the next shift after they have incurred a workplace injury, without any loss of accrued sick or personal leave. In the one instance when an employee was required to take sick leave, the BWC did not recognize his claim for workers compensation benefits.

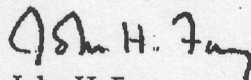
Because of this arbitrary and capricious withholding salary continuation from members of the police department who participated in the investigation of Capt. Thomas Bishop – a benefit to which they are absolutely entitled under Art. 21 – the officers I spoke with have authorized me to file a lawsuit to enforce their rights if necessary. I have attached a preliminary draft of such a suit. Nonetheless, I believe all the officers I have

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spoken with would prefer to resolve this situation amicably, without resorting to litigation. To that end, I ask that someone designated by city council contact me at their earliest convenience to discuss this matter further.

I look forward to receiving your response.

Very truly yours,

  
John H. Forg

enclosure



forwarded Chasteen's letter to Chief Greg Homer ("Homer"), who launched a formal investigation into the matter.

5. Brock retained Frost & Jacobs, an outside law firm, to formally investigate the allegations against Bishop. John Doe Nos. 1-4 each participated in that investigation as witnesses and gave testimony supporting the allegations of sexual harassment.

6. Ultimately the investigation substantiated the allegations of sexual harassment, and Chief Homer duly submitted a recommendation of disciplinary action against Bishop, including a suspension and reduction in pay. Brock, however, overruled those recommendations and instead merely reprimanded Bishop for his conduct.

7. Since the publication of the results of said investigation, Brock has systematically retaliated against John Doe Nos. 1-4 by arbitrarily requiring officers suffering workplace injuries to use up sick and personal leave before receiving salary continuation benefits.

8. In the same period, Brock has also threatened John Doe Nos. 1 and 2 to stop paying the medical insurance premiums for police officers off more than 13 weeks (the limit of the salary continuation offered by Monroe).

9. In the same period, employees of the Monroe City Manager's Office, acting upon Brock's instructions, have deliberately provided false information to the Bureau of Workers Compensation regarding workers compensation claims filed by John Doe Nos. 1-4 in order to force John Doe Nos. 1-4 to use up as much sick or personal leave as possible before receiving salary continuation and/or workers compensation benefits.

10. Brock has not required any of the other Monroe departments, each of whom are eligible for salary continuation identical to that available to police officers, to use sick or personal time before receiving salary continuation benefits.

#### **Count One**

11. Plaintiff restates each and every allegation raised in the General Allegations set forth in Paragraph One through Ten (1-10) of the Complaint as if fully rewritten herein.

12. John Does Nos. 1-4 each have opposed the sexually harassing conduct of Bishop by providing testimony against him during the formal investigation into his conduct.

13. Monroe, through the actions of Brock set forth above, has retaliated against John Does

Nos. 1-4 because of their opposition to the sexually harassing conduct of in violation of Sections 2(I) and 99 of the Ohio Fair Employment Practices Act, Ohio Rev. Code §§4112.02(I) and 4112.99.

14. As a direct and proximate result of said discrimination, John Doe Nos. 1-4 have each suffered and continue to suffer damages, including the loss of sick and personal leave and the denial of salary continuation benefits, in an amount estimated to more fully determined at trial.

### Count Two

15. Plaintiff restates each and every allegation raised in the General Allegations set forth in Paragraph One through Ten (1-10) of the Complaint as if fully rewritten herein.

16. John Does Nos. 1-4 each have each filed claims for workers compensation benefits with the Ohio BWC seeking compensation for work-related injuries.

17. Monroe, through the actions of Brock set forth above, has retaliated against John Does Nos. 1-4 because of filing for workers compensation benefits in violation of Sections 90 of the Ohio Workers Compensation Act, Ohio Rev. Code §4123.90.

18. As a direct and proximate result of said discrimination, John Doe Nos. 1-4 have each suffered and continue to suffer damages, including the loss of sick and personal leave and the denial of salary continuation benefits, in an amount estimated to more fully determined at trial.

### Request for Relief

WHEREFORE, plaintiffs John Doe Nos. 1-4 request that judgment be entered in their favor and against defendant City of Monroe, as follows:

A. An award of compensatory damages in an amount that will fully compensate plaintiffs for their injuries, an amount estimated to be in excess excess of Twenty Thousand Dollars (\$20,000.00);

B. An award of punitive damages in the amount of One Hundred Thousand Dollars (\$100,000.00);

C. An award of the costs of bringing this action, including reasonable attorney's fees; and

D. Such other relief as this court may deem just and proper.

**John H. Forg (0041972)**  
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1501 First Avenue  
Middletown, Ohio 45044  
(513) 424-1823

Attorney for Plaintiffs  
John Doe Nos. 1-4