

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO, WESTERN DIVISION

AUSTIN MILLER,
18231 Church Rd.,
Middle Point, Ohio 45863

Plaintiff,

v.

SHAWNEE TOWNSHIP,
2530 Ft. Amanda Rd.,
Lima, Ohio 45804

AND

TED CIMINILLO, individually and
In his official capacity as Trustee of Shawnee
Township, Ohio,
2350 Ft. Amanda Rd.,
Lima, Ohio 45804,

AND

CLARK SPIELES, individually
And In his official capacity as Trustee of Shawnee
Township, Ohio,
2350 Ft. Amanda Rd.,
Lima, Ohio 45804

AND

CASE NO.:

JUDGE

PLAINTIFF AUSTIN MILLER's
COMPLAINT PURSUANT
TO 42 U.S.C. §1983
WITH JURY DEMAND ENDORSED
HEREON

CORY, MEREDITH, WITTER & SMITH L.P.A.

JOE RECKER, individually :
And In his official capacity as Trustee of Shawnee :
Township, Ohio, :
2350 Ft. Amanda Rd., :
Lima, Ohio 45804, :
: :
:

Now comes the Plaintiff, Austin Miller, by and through his undersigned counsel, to redress the deprivation of his federal constitutional rights, violation of his federal and state law protections, and for his causes of action alleges as follows:

INTRODUCTION

1. Plaintiff, Austin Miller (hereinafter "Plaintiff"), is a citizen and resident of the State of Ohio, and at all times material to the allegations herein, Plaintiff has served as the Fire Chief for Shawnee Township.
2. Defendant Shawnee Township, Ohio (hereinafter "Defendant Shawnee") is an unincorporated township located within Allen County, Ohio.
3. Defendant Ted Ciminillo (hereinafter "Trustee Ciminillo"), at all times material herein, has served as a trustee of Shawnee Township.
4. Trustee Ciminillo is a resident of Lima, Allen County, Ohio.
5. Trustee Ciminillo is being sued in both his individual and official capacity.
6. Defendant Clark Spieles (hereinafter "Trustee Spieles"), at all times material herein, has served as a trustee of Shawnee Township.
7. Trustee Spieles is resident of Lima, Allen County, Ohio.
8. Councilman Spieles is being sued in both his individual and official capacity.
9. Defendant Joe Recker (hereinafter "Trustee Recker"), at all times material herein, has served as a trustee of Shawnee Township.

10. Trustee Recker is resident of Lima, Allen County, Ohio.
11. This court has jurisdiction to hear all Plaintiff's federal claims pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1343, and 28 U.S.C. § 1367.
12. This court has venue to hear this cause in accordance with 28 U.S.C. § 1391.

PLAINTIFF'S FIRST CLAIM OF RELIEF (42 U.S.C. §1983 Individual Claims

Fourteenth Amendment-Due Process)

13. Plaintiff brings his first cause of action under 42 U.S.C. §1983 and the laws of the State of Ohio to hold Shawnee Township via its policymakers, Trustee Ciminillo, Trustee Spieles, and Trustee Recker (hereinafter collectively "Defendants"), accountable for their unreasonable, unlawful, and malicious violations of the Plaintiff's Constitutional rights, including retaliatory violations of Plaintiff's First and Fourteenth Amendment rights under the Constitution of the United States.
14. Plaintiff was lawfully appointed the Fire Chief of the Shawnee Fire Department pursuant to the statutory requirements set forth in Ohio Rev. Code Section 737.22.
15. As a Fire Chief lawfully appointed and confirmed under Ohio Rev. Code Section 737.22, Plaintiff has a right to continued employment as he may only be removed from his position as provided by sections 733.35 to 733.39 of the Ohio Rev. Code.
16. As Fire Chief of Shawnee Township, Plaintiff is a public employee, who is compensated directly by Shawnee Township.
17. Plaintiff had no prior disciplinary history with Shawnee Township until engaging in a protected activity.
18. On or about February 3, 2025, a member of the Shawnee Fire Department, Brian Bailey, submitted a training request form to participate in a Refinery Firefighting course, the cost of which was being paid by Lima, Ohio's local refinery.

19. As the training was directly applicable to a potential hazard within the Shawnee Fire Department's response area, the training was approved by Plaintiff.
20. Firefighter Bailey previously made Workers' Compensation claims for wrist and knee injuries received as a result of his employment, as is commonplace amongst firefighters.
21. On March 14, 2025, Plaintiff was informed by Trustee Ciminillo that the trustees had decided to revoke firefighter Bailey's permission to attend the training.
22. Plaintiff sought an explanation from Defendants as to why the authorization was being revoked due to the fact that it was a useful training and there was no cost to the township.
23. Plaintiff was informed that Defendants had decided to revoke the authorization due to the fact that firefighter Bailey had previously filed Workers Compensation claims.
24. Plaintiff was instructed to notify firefighter Bailey that his authorization to attend the training had been revoked.
25. Plaintiff truthfully disclosed to firefighter Bailey that his authorization for attending the training had been revoked due to his prior filing of Worker's Compensation claims, in violation of R.C. 4123.90.
26. The following day, Defendants became aware that Plaintiff had informed firefighter Bailey of the true basis for their decision to revoke his training authorization.
27. The same day, Trustee Ciminillo prepared a written reprimand of Plaintiff, allegedly for Plaintiff's failure to obtain verbal approval for the use of a township vehicle. It was presented to Plaintiff who refused to sign it.
28. On March 18, 2025, firefighter Bailey emailed Defendants and notified them that Plaintiff had truthfully disclosed their unlawful conduct, i.e., penalizing firefighter Bailey for filing Workers Compensation claims.

29. The same day, Plaintiff was instructed to issue a formal writeup of firefighter Bailey, based upon a written statement provided by Trustee Ciminillo, alleging that approximately a month earlier, he personally observed firefighter Bailey speeding.
30. As a result of their discussions, firefighter Bailey issued a formal grievance for retaliation/discrimination premised upon his prior Workers Compensation filings for injuries he received in the line of duty.
31. Defendants openly expressed their displeasure with Plaintiff for disclosing their unlawful action to firefighter Bailey.
32. The investigatory file regarding Plaintiff prepared for purposes of his potential removal from office contains a note from Trustee Ciminillo confirming that Plaintiff informed firefighter Bailey of their unlawful action on March 14, 2025.
33. During the following Township Meeting on March 28, 2025, Plaintiff was issued two (2) directives. One dealt with the lettering of a fire department vehicle, which was already awaiting completion. It was asked that the vehicle be lettered by April 25, 2025.
34. The second directive was for Plaintiff to issue a physical memo to battalion chiefs, stating that firefighters were not to play pickleball during business hours. Plaintiff confirmed this information had already been conveyed. No time limit was placed on this task per the township meeting minutes.
35. On May 1, 2025, Defendants sent a written communication to Plaintiff asking for an explanation as to why he had not developed a savings plan that provided a viable pathway of saving Five Million and 00/100 Dollars (\$5,000,000.00), which they asserted had been asked for on March 14, 2025 and was due April 25, 2025. This would have been less than two (2) months to completely overhaul the operating budget for the department, which is approximately Five Million and 00/100 Dollars (\$5,000,000.00).

36. Defendants also sought a response as to the physical memo regarding the fire department's pickleball court and the lettering of a fire department vehicle.
37. On May 30, 2025, Plaintiff was served with notice that he was being suspended from his role as Fire Chief. The notice was handed to him by Trustee Ciminillo, but did not contain the signatures of any of the Defendants.
38. Defendants did not take a vote on or before May 30, 2025, during a public meeting of the Shawnee Township Trustees to suspend Plaintiff from his role as Fire Chief in violation of R.C. 733.37.
39. No proceedings under R.C. 733.35 and R.C. 733.36 were pending at the time Defendants suspended Plaintiff from his position as Fire Chief, and therefore even if there had been a vote taken, they had no authority to do so.
40. Such suspensions may be no longer than fifteen (15) days pursuant to R.C. 733.37, unless extended due to a continuance of a hearing. No hearing was scheduled at that time. Defendant has remained suspended from the Shawnee Township Fire Department since May 30, 2025, well in excess of fifteen (15) days.
41. No charges were contained in the notice.
42. The suspension was effective immediately, such that Plaintiff was required to turn over his vehicle and barred from recovering his personal property. Plaintiff was escorted out by Trustee Ciminillo and was required to be transported home by another member of the department.
43. Upon information and belief, Defendants had not appointed a private citizen to investigate Plaintiff as of the date of his May 30, 2025, suspension, as required by R.C. 505.38.
44. Defendants have failed to produce meeting minutes or a contract with Catherine Burgett, who did not prepare a report until November 13, 2025, well after Plaintiff's May 30, 2025, suspension.
45. Charges were first served on Plaintiff on November 21, 2025, One Hundred and Seventy-Five (175) days after his suspension.

46. The charges and investigative report do not identify who provided the testimony relied upon in the charges.
47. The charges and investigative report include vague allegations, such as dishonesty by Plaintiff, but do not specify any dishonest or misleading statement.
48. The charges against Plaintiff are meritless and non-sensical, such as the charge that Plaintiff did not timely assist the township in obtaining a variance, when Plaintiff was requested to provide written consent by April 1, 2025, and he provided it on March 31, 2025.
49. Likewise, Plaintiff is charged with not separating a probationary firefighter from employment fast enough, however the Defendants accepted the proposed resignation of the firefighter in writing, establishing the timetable for the separation from employment.
50. Further, Plaintiff is charged with fostering an “us vs them” mentality within the Fire Department, but no explanation for that alleged mentality is provided nor any witnesses identified.
51. The charges are a false pretext to terminate Plaintiff for notifying firefighter Bailey that the basis of the Defendants decision to revoke his training authorization was unlawful.
52. Plaintiff had no prior notice of the suspension, no opportunity for a hearing regarding the allegations, and was subject to more than a *de minimis* suspension.
53. Plaintiff was not provided even the most basic *Loudermill* hearing before being suspended for a period in excess of six (6) months.
54. Plaintiff has been suspended for more than six (6) months, including loss of emoluments from his office.
55. Plaintiff is scheduled to have a hearing on December 15, 2025, regarding the charges presented for the first time on November 21, 2025.

56. Defendants have failed to identify what witnesses they intend to call, the individuals who have testified against Plaintiff and the content of their statements, and Defendants intend to act as both witnesses and adjudicators in the matter.
57. Defendants have acted under color of state law in depriving Plaintiff of his right to Due Process under the Fourteenth Amendment.
58. Defendants' actions were motivated by evil intent, malice, and callous indifference to the federally protected rights of Plaintiff.
59. Defendants' actions were in direct violation of public policy as reflected in R.C. 4123.90.
60. Pursuant to the Ohio Revised Code, Plaintiff has a right to continued employment as he may only be removed from his position as provided by sections 733.35 to 733.39 of the Ohio Rev. Code.
61. Further, the Township of Shawnee's bylaws provide that all village employees have the right to appeal any and all disciplinary actions more severe than a verbal warning, including being provided written notice of their right to appeal the disciplinary action to the trustees.
62. Shawnee Township's bylaws provide that all orders of discipline will be provided in writing to the employee prior to the effective time of the order. The disciplinary process requires that this written order of discipline be included with the employee's notice of appeal.
63. Plaintiff was never provided with a written order of suspension that notified him of his right to appeal as required by the bylaws.
64. In considering the administration of discipline to any employee, Shawnee Townships bylaws require that consideration be given to the severity of the offense, the history of the employee, and any past disciplinary actions against the employee.
65. No consideration was given by Defendants regarding the severity of the allegations against Plaintiff.

66. Defendants, who intend to act as the adjudicators of the December 15, 2025, termination hearing, have personally given written statements against Plaintiff and are necessary witnesses for the vast majority of the allegations against Plaintiff.
67. No meeting minutes or contract has been produced establishing if and how an investigator was appointed, but upon information and belief, the investigator was obtained by Trustee Ciminillo and Trustee Spieles, who issued Plaintiff's May 30, 2025, suspension with no pending investigation or charges.
68. Prior to initiating the investigation required by R.C. 733.35, and therefore without any findings of fact, Defendants repeatedly sought and demanded Plaintiff's resignation.
69. Defendants have already predetermined the result of the December 15, 2025, hearing and are entirely incapable of acting without prejudice against Plaintiff.
70. Defendants intend to act as both accuser and judge.
71. Plaintiff had no prior notice of the suspension, no opportunity for a hearing regarding the allegations, and was subject to more than a *de minimis* suspension.
72. Plaintiff was not provided even the most basic *Loudermill* hearing before being suspended without pay. Plaintiff was not presented with the evidence against him or given an opportunity to speak against the allegations as required by *Loudermill*.
73. Defendants twice violated Plaintiff's right to Due Process prior to depriving him of pay and/or benefits while also denying him the opportunity to speak or oppose the allegations against him.
74. Defendants acted under color of state law and were state actors at the time they suspended Plaintiff without pay and/or benefits.

PLAINTIFF'S SECOND CLAIM OF RELIEF (42 U.S.C. §1983 Monell Claims Fourteenth

Amendment – Due Process)

75. Plaintiff restates and reavers the foregoing paragraphs as if fully rewritten herein.
76. Defendants in their official capacity, as well as Defendant Shawnee Township, maintain official municipal policies, procedures, and customs that directly violated Plaintiff's due process rights, including regularly issuing discipline determinations, suspensions, and terminations without prior notice or an opportunity for employees to respond.
77. Defendants in their official capacity, as well as Defendant Shawnee Township, maintain unofficial customs persistent and widespread enough that they constitute a practice with the force of law that directly violated Plaintiff's Fourteenth Amendment Rights.
78. Defendants maintain official policies and procedures that require Township employees to keep all communications and documentation confidential, even when the same constitute public records under the Ohio Public Records Act, and that the sharing of such material will result in civil and criminal penalties for Township employees.
79. This explicit written policy prevents Township employees from discovering allegations against them, bars their investigation of potential charges related to their office, and curtails their ability to cross-examine evidence against them.
80. Defendants maintain an unofficial custom of giving Trustee Ciminillo sole enforcement power to penalize public employees after the fact, without notice, and without an opportunity to be heard or respond to the allegations against them.

PLAINTIFF'S THIRD CLAIM OF RELIEF (Greelev Claim All Defendants – R.C.

4123.90)

81. Plaintiff restates and reavers the foregoing paragraphs as if fully rewritten herein in their entirety.

82. Plaintiff was appointed as Fire Chief by Defendants on February 5, 2024, and the terms and conditions of employment specify that he is an "at-will" employee.
83. R.C. 4123.90 contains a clear statement of public policy prohibiting employers from retaliating against injured employees for making Workers Compensation claims.
84. R.C. 4123.90 does not provide a remedy for Plaintiff as he personally did not make a Workers Compensation claim but was instead punished for disclosing retaliation against firefighter Bailey.
85. There is a gap in the protection afforded by R.C. 4123.90
86. The true motivating factor behind Plaintiff's termination was his disclosure of discriminatory activity on part of Defendants in violation of R.C. 4123.90.
87. Plaintiff's dismissal would jeopardize the public policy R.C. 4123.90 represents, namely the ability of employees to participate in Workers Compensation without fear of termination or retaliation.
88. Further, permitting Plaintiff to be terminated without the creation of a Greeley claim would be akin to prohibiting retaliation against those who file Workers Compensation claims or testify in proceedings, but permit the same retaliation against those who would disclose unlawful conduct so that employees can exercise their rights under R.C. 4123.90.
89. Defendants lack a legitimate overriding business justification for Plaintiff's dismissal.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for declaratory and/or injunctive relief undoing his suspensions, prohibiting further deprivation of Plaintiff's due process rights, declaratory and/or injunctive relief regarding the violations of Plaintiff's Due Process rights, compensatory and punitive damages in excess of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

Respectfully submitted,


Dalton J. Smith (0099159)

J. Alan Smith (0041980)

CORY, MEREDITH, WITTER & SMITH

A Legal Professional Association

101 N. Elizabeth St., 6th Floor

Lima, Ohio 45801

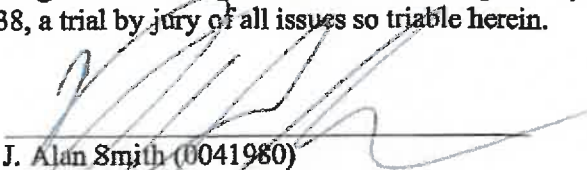
419-228-6365 fax: 419-228-5319

Email: dsmith@corylpa.com

Attorney for Plaintiff

JURY DEMAND

Now comes the Plaintiff, by and through the undersigned counsel, and respectfully demands, pursuant to Federal Rule of Civil Procedure 38, a trial by jury of all issues so triable herein.


J. Alan Smith (0041980)

Dalton J. Smith (0099159)

Attorneys for Plaintiff



Shawnee Township Training Request Form

Division: Fire Department Date: 2/3/25
 Employee: Brian Bailey Classification: Firefighter
 Course Requested: Teex Refinery Firefighting
 Date, Time & Location of Course: April 8-10th

Cost of Course: 0 Other Expenses: Yes ☒ No ☐

List & Estimate Other Expenses: Travel to Davton Airport

Reason for Request: Education for target hazard in our district

Employee's Signature: *BB*

(Below to be completed by Supervision/Administration)

Approved as: ☐ Required or approved course at Departmental expense
☐ Reimbursement upon successful completion of course
☒ Beneficial related course approved for time off only
☐ Other

Approved by:

Officer: _____ Date: _____
 Department Head: _____ Date: 3/3/25
 Trustee: _____ Date: 3/18/25
 Trustee: *Clark* _____ Date: 3-19-25

☐ Budgeted, Funds Available ☐ Not Budgeted, Funds Available ☐ No Funds Available

Enrolled date: _____
 Lodging name: _____
 Lodging confirmation no.: _____

Notes: _____

Do Not Charge Meals on Township Credit Card



SHAWNEE TOWNSHIP TRUSTEES
PERSONNEL POLICY AND PROCEDURE MANUAL
EEO/ANTI-DISCRIMINATION COMPLAINT FORM

Individuals who feel they have been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, or have been sexually harassed by an employee of the Employer or while working for the Employer may file a complaint by completing this form and submitting it to the Township's EEO/ADA Coordinator.

Name of Complainant: Brian Reiler

Classification (if employee): Firefighter

Address (if non-employee): _____

Basis of Complaint: (Use the back of this page or attach an additional page if more space is necessary. Clearly indicate the type of discrimination or harassment alleged.)

Retaliation/Discrimination - Brian Reiler v. Shawnee Township
advised he was in a meeting with trustees Cimminillo, Recker and Spies.
on 3/14/25 at the township building. Trustee Cimminillo told chief Miller
my training time to attend the Canopus TEEK Training in april was
no longer approved. Chief Miller asked for an explanation. Trustee Cimminillo
stated that my previous injuries to my wrist and knee created a liability.
Trustees are discriminating by not allowing me to go to training due
to my previous injuries from BWC claims. I also received a verbal
from trustee Cimminillo through Chief Miller for an alleged incident
that took place on Feb 27th but was issued the verbal on 3/18/2025 a
month later. No investigation only an undated and unsigned statement.

When did this incident occur? Date: 3/14/2025 Time: During Working hours.

If claiming discrimination based on disability, what accommodation do you request?

No accommodations.

If claiming discrimination other than disability, what resolution do you request?

Removal from Office, for all those implicated
I have had complaints sent to the Ethics Commission
and Recently a write up with no evidence. The
multiple complaints against ^{and} the Fire department need to
be

[Signature]
Signature of Complainant

3-18-2025
Date



State of Ohio, County of Allen
On this 18th day of March 2025

my Commission expires
7-06-2027

**PLAINTIFF'S
EXHIBIT**

Joe Recker

From: Brian Bailey
Sent: Tuesday, March 18, 2025 8:46 AM
To: Trustee Clark; Trustee Ted; Trustees; Joe Recker; Ted Ciminillo; Clark Spieles
Cc: Austin Miller; Michael Smith; Collin Swick
Subject: Urgent Request for Written Clarification on Training Denial – Response Needed by End of Day 3/18

Importance: High

Dear Trustees Ciminillo, Spieles, and Recker,

I am requesting formal, written clarification regarding the denial of my training request in Texas. I was informed that the decision was based on past BWC injuries, and I need to understand the specific reasoning behind this determination.

Cenovus has already purchased plane tickets and booked hotel accommodations for this training, so I need to provide them with an official response as soon as possible. Please provide a detailed explanation of the decision in writing by the end of today, March 18, 2025. If there are any concerns or criteria that led to the denial.

Thank you for your immediate attention to this matter. I look forward to your prompt response.

Best regards,

Brian Bailey

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APPENDIX B

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 2250
SHAWNEE TOWNSHIP**

GRIEVANCE FORM

Name of Employee: Brian Bailey Grievance No. 25-00AA

Classification: Firefighter Crew Assignment: C-Shift

Date & Time Grievance Occurred: 3/17/2025 10:00


Location: Shawnee Township Department

Statement of Facts, Explanation of
Grievance: See Grievance 1

Article(s) and Section(s) of Agreement violated: Article 3.1 3.4 4.2 Article 5.1
Article 5.2

Relief

Requested: See Grievance 1



Employee Signature

3-17-2025

Date

• • • • •

Not approved:

3/10/20
Date

Date Submitted: 3/18/2025 Submitted by: [Signature]
Signature

APPROVED MAR 18 2025
Date Received: _____ Received by: _____
Signature _____

APPROVED MAR 25 2025
Date Answered: _____ Answered by: _____
Signature: _____

Date Received: 3/25/25 Received by: [Signature] 0900
Signature

Answer is to be dated, signed, and attached to original grievance and returned to the employee or Union President.

Step 2:

Date Submitted: _____ Submitted by: _____
Signature

Date Received: _____ Received by: _____
Signature

Meeting Date: _____ Scheduled by: _____
Signature

Date Answered: _____ Answered by: _____
Signature

Date Received: _____ Received by: _____
Signature

Answer is to be dated, signed, and attached to original grievance and returned to the employer or Union President.

Step 3: Date Submitted: _____ Submitted by: _____
Signature

Date Received: _____ Received by: _____
Signature

Meeting Date: _____ Scheduled by: _____
Signature

Date Answered: _____ Answered by: _____
Signature

Date Received: _____ Received by: _____
Signature

Statement of Facts & Explanation of Grievance Pg 1 of 2:

On March 17, 2025, I was informed by Chief Miller that my previously approved attendance at the TEEEX training with Cenovus from April 7, 2025, through April 12, 2025, had been revoked by Trustee Ciminillo during a Board of Trustees meeting the prior week. Chief Miller cited Trustee Ciminillo's justification for this revocation as my prior work-related wrist and knee injuries, despite my full medical clearance for duty.

This decision is a direct violation of multiple provisions of the Collective Bargaining Agreement (CBA), Ohio Workers' Compensation law, anti-discrimination protections, and due process rights for employees with prior work-related injuries.

- Article 31, Section 31.1 establishes job-related voluntary training, including the TEEEX program, while Section 31.4 explicitly states that training approvals are at the sole discretion of the Fire Chief, not the Board of Trustees. By revoking my training, the Trustees have overstepped their authority and violated the established training approval process.
- Article 2, Section 2.3 states that employees cannot be discriminated against regarding training opportunities due to medical history or disability. The Trustees' decision to revoke my training based solely on my prior wrist and knee injuries—despite my medical clearance—constitutes unlawful disparate treatment and sets a dangerous precedent for discriminatory decision-making against firefighters with past injuries.
- Article 5, Sections 5.1 and 5.2 define management rights but do not grant Trustees the authority to override training approvals made by the Fire Chief. Since all rights not explicitly granted remain with the Fire Chief, the Trustees had no contractual basis to revoke my training. Their interference in a Fire Chief-approved training decision constitutes an abuse of authority and a direct violation of Article 5.2, which states that any rights not explicitly modified in the CBA remain with management. However, Article 31.4 already modifies management rights by placing training approvals solely under the Fire Chief's discretion. By revoking my previously approved training, the Trustees directly contradicted the established chain of command and exceeded their authority, violating both Article 5 and Article 31 of the CBA.
- Due Process Violation – The Trustees failed to provide any due process in their decision to revoke my training. I was not notified in advance, given no opportunity to respond, and was not allowed to present evidence of my medical clearance or defend my ability to participate. This constitutes a violation of procedural fairness and workplace due process, infringing upon my employment rights.

Statement of Facts & Explanation of Grievance Pg 2 of 2:

Additionally, this action violates Ohio Revised Code 4123.90, which prohibits employer retaliation against employees for filing workers' compensation claims. The Trustees' decision to deny my training due to my prior wrist and knee injuries constitutes unlawful retaliation, discouraging injured firefighters from seeking necessary medical care and utilizing their legally protected benefits. This decision not only affects me but also sets a precedent that could negatively impact other firefighters.

Articles & Laws Violated:

- **Article 31 – Training (Section 31.1 & 31.4) (Fire Chief's Sole Authority Over Training Approvals)**
- **Article 2 – Non-Discrimination (Section 2.3) (Unlawful Treatment Based on Work-Related Injuries)**
- **Article 5 – Management Rights (Section 5.1 & 5.2) (Trustees Overstepping Their Authority and Abusing Management Rights)**
- **Ohio Revised Code 4123.90 (Unlawful Retaliation Against an Employee for Filing Workers' Compensation Claims)**
- **Due Process Violation (Failure to Provide Notification, Justification, or an Opportunity to Respond)**

Requested Relief:

To remedy this violation, I formally request the following:

1. Immediate reinstatement of my training approval for the TEEX Cenovus training on April 7, 2025, in accordance with the Fire Chief's original approval.
2. A formal written statement from the Board of Trustees acknowledging that training approvals are under the sole authority of the Fire Chief, and that they will not interfere with future training decisions.
3. A policy revision or clarification ensuring that past workers' compensation claims, medical history, or prior injuries cannot be used as grounds for denying training, promotions, or other employment opportunities, unless explicitly outlined by medical or departmental fitness-for-duty standards.
4. A commitment from the Board of Trustees that no future retaliatory actions, discrimination, or adverse employment decisions will be taken against me or any firefighter based on past injuries or workers' compensation claims.
5. A written assurance that my personnel record will reflect that my training was initially approved and that the denial was overturned due to its contractual and legal violations, ensuring that this does not impact my professional standing or future training opportunities.
6. A written explanation from the Trustees outlining the specific contractual basis for revoking my training.
7. A full and formal investigation into the actions of Trustees Ciminillo, Spieles, and Recker, to be conducted by the Ethics Commission, the Inspector General's Office, and/or the Ohio Bureau of Workers' Compensation (BWC). The investigation should determine:
 - o Whether the Trustees acted outside their authority.
 - o Whether the Trustees' decision was retaliatory or discriminatory in nature.
 - o Whether any Township policies, CBA provisions, or legal protections were violated.
 - o If violations are found, the investigation should include recommendations for disciplinary or legal action against Trustee Ciminillo, Trustee Spieles, and Trustee Recker.
8. A formal report on the findings of the investigation, including any corrective measures or charges pursued.
9. A written assurance from the Township that workers' compensation claims will never be used as a factor in future training, promotions, or work assignments.

Conclusion:

The Trustees' decision to revoke a Fire Chief-approved training request based on my prior work-related injuries was a clear overreach of their authority, a violation of the CBA, Ohio employment law, and anti-discrimination statutes, and a breach of due process. I expect a timely response and resolution in accordance with the grievance procedures outlined in the CBA.

Joe Recker

From: Austin Miller
Sent: Monday, March 24, 2025 1:41 PM
To: Trustees
Subject: Fw: Message from KM_C4050i
Attachments: SKM_C4050i25032413230.pdf

FYI

Memorandum from B.Bailey about his write up. (CBA Section 9.2)

I will address this in the coming days.

Thank-You,

Austin T. Miller

Fire Chief
Shawnee Township Fire Dept.
2526 Ft. Amanda Rd.
Lima, OH 45804
B: 419-222-2986
F: 419-229-9749



MEMORANDUM

TO: Fire Chief Austin Miller

FROM: Firefighter Brian Bailey

DATE: March 20, 2025

SUBJECT: Memorandum Under Section 9.2 -- Request for Rescission of Verbal Warning

Dear Chief Miller,

Pursuant to Section 9.2 of the Collective Bargaining Agreement (CBA), this memorandum serves as formal documentation of my response to the verbal warning issued to me on March 18, 2025. Based on the procedural inconsistencies, lack of clear allegations, absence of supporting documentation, and failure to adhere to established disciplinary policies, I respectfully request that this verbal warning be rescinded and removed from my personnel file.

1. Concerns Regarding the Disciplinary Process

On March 17, 2025, I met with you one-on-one, at which time I was informed that a request had been made for me to be disciplined. The following day, on March 18, 2025, I attended a scheduled meeting with you and union officers, expecting to discuss another matter, only to have discipline handed down without prior notice.

Disciplinary actions should be fair, justified, and properly documented. In this case, there is no clear allegation, no fact-finding process, and no supporting documentation to justify this warning. Additionally, Policy 8.02 states that Policy 8.03 provides general guidelines for specific offenses, yet 8.03 does not define offenses or include examples of violations, making the application of discipline arbitrary and inconsistent.

Furthermore, the discipline appears to have been based on a subjective, non-dated, and unsigned statement allegedly from Trustee Ciminillo. The first known presence of this statement was on March 14, 2025, yet no disciplinary action was taken until March 18, 2025. There is no documentation confirming a phone call was made to you regarding concerns about my speed, and no supporting evidence has been provided to validate the claim. The lack of objective documentation, speed verification, or additional witness accounts raises concerns about the fairness and legitimacy of this disciplinary action.

2. Lack of Basic Fact-Finding and Verification

While a formal investigation may not be required for a verbal warning, basic due diligence should be performed to ensure disciplinary actions are based on facts rather than assumptions. In this case:

- No effort was made to verify the alleged speeding claim through speed measurement, traffic conditions, or independent witnesses.
- Passengers in the vehicle were not interviewed to confirm or dispute the claim.
- No documentation was provided regarding a phone call made to you about the alleged incident.
- The warning relies entirely on an unsigned, undated, and unverified statement.

Regardless of whether an official investigation was necessary, this lack of verification raises serious concerns about the validity of the discipline. Without basic fact-finding, the discipline appears arbitrary and unsupported by evidence.

3. Violation of Policy 8.03(B)(1)(A) – Unjustified Delay in Discipline

- The alleged incident occurred in February 2025, yet discipline was not issued until March 18, 2025—over a month later.
- Township Policy 8.03(B)(1)(a) states that disciplinary actions should be addressed “as soon as practical.”
- There is no justification or documentation explaining why this discipline was delayed for over a month.
- The first evidence of the statement being presented was on March 14, 2025, yet no immediate action was taken.

If the alleged incident warranted discipline, it should have been addressed in a timely manner. If it was not serious enough to address immediately, the delay raises concerns about the fairness of its application and whether it was retaliatory in nature. Additionally, the way this discipline was imposed appears one-sided and punitive rather than corrective, as it lacks a clear path for improvement or guidance on expected changes in behavior. The delayed issuance further calls into question whether this was an objective disciplinary action or an instance of retroactive enforcement influenced by external factors.

4. Violation of Policy 8.03(B)(1)(B) – Lack of Justification for Deviations from Standard Procedure

Township Policy 8.03(B)(1)(b) states that deviations from standard procedure must be clearly justified and documented. In this case:

- The delay of over a month in issuing discipline has not been justified or documented.
- The failure to conduct any fact-finding process, verify allegations, or gather supporting evidence is a clear deviation from standard disciplinary procedures.
- There is no documented reason why this discipline was handled differently from other disciplinary actions within the department.

Because no justification has been provided for these deviations, this disciplinary action does not comply with the standards outlined in Policy 8.03(B)(1)(b) and therefore should be considered procedurally invalid.

4. Request for Rescission of Verbal Warning

Given the lack of documentation, failure to follow department policy, absence of a fact-finding process, failure to adhere to proper disciplinary procedures, and the unexplained delay in issuing discipline, I respectfully request that this verbal warning be rescinded and removed from my personnel file.

I appreciate your time and consideration in reviewing this matter and would be happy to discuss it further at your convenience. Please confirm receipt of this memorandum.

Sincerely,

 3-20-2025
Firefighter Brian Bailey



SHAWNEE TOWNSHIP TRUSTEES
PERSONNEL POLICY AND PROCEDURE MANUAL
EMPLOYER INFORMATION SECTION 6.12

A. POLICY:

3-14-25
went to FD Told Bailey

1. Confidentiality. General: Each employee of Shawnee Township shall treat all documents, publications, written and spoken communications of the Township as confidential, even if regarded under R.C. 149.43 as "public records."

2. Discussions With Individuals Outside the Employ of the Shawnee Township:

a. Employees are prohibited from discussing any client or Township matter with any person or persons outside of the employ of the Township, except those in cases where an employee engages in discussion with his or her own, retained, legal counsel concerning an action in which that same employee is a named party.

b. This policy does not apply to Board members, the department head, or any employee who is contacted by a consultant or legal counsel retained by, and representing, the Shawnee Township Trustees.

c. Except as set forth in Subsections 1 and 2 above; no employee may discuss any client or Township matter with any attorney or investigator unless in receipt of a subpoena.

3. Self-Help to Public Records Prohibited: Except when conducting official Township business, no employee may copy or use any record or writing not directed to such employee, even those regarded as "public records" under R.C. 149.43, without having first received advanced permission from the Trustees to copy or use such records.

4. Unauthorized Use of Township Records in Personal Actions Prohibited:

a. No employee may copy or use any Township writing, document or record, not directed to such employee, in any grievance, administrative appeal, or legal action without having first obtained permission of the Trustees to copy such document. This particular policy does not apply to matters obtained through formal "discovery" under the Rules of Civil Procedure.

b. Except when conducting official Township business, employees shall not have any Township writing or document in their possession, unless obtained through this policy.

5. Tape Recording Prohibited: Except when conducting official law enforcement activities, no employee shall tape record any work-related meeting, conversation, or telephone call unless the employee has received advanced permission from the Trustees.

6. Penalty for Breach of this Policy: Any employee who is discovered to have violated any of the above enumerated policies shall be subject to appropriate discipline. Any former employee who is discovered to

Effective Date: 1/22/24 Chairperson: Theodore L. Cimino

have violated this policy by copying unauthorized documents or making work related tape recordings, will be barred from reinstatement and may be subject to civil or criminal penalties.

Effective Date: 1/22/24 Chairperson: Therese L. Ciavarella



Todd Lause

From: Gillian Stechschulte <Gillian@technicondesigngroup.com>
Sent: Wednesday, March 26, 2025 3:00 PM
To: Todd Lause
Cc: Drew Gillespie
Subject: FW: BBA Case No. 25-0028
Attachments: 25-0028 - Certified Final Order.pdf; G101.pdf

Hi Tom and Drew,

Please see attached. We have revised the code compliance plan (attached) to show the location of storm shelter signage and clear area for building occupants to continue to use the basement as an emergency storm shelter, satisfying items 1, 2, and 3.

Per item 4, I will need a letter from the Fire Department stating no objection to this variance. If I could have that letter no later than next Tuesday, our office will get all documentation submitted to the Lima Allen County Building Permit for Issuance of a building permit.

Thank you,

Gillian Stechschulte, AIA
Architect, Principal



202 W Main Street, Suite 301, Ottawa, OH 45875
P: 419.523.5323 www.technicondesigngroup.com

From: Susan.Steer@com.ohio.gov <Susan.Steer@com.ohio.gov>
Sent: Wednesday, March 26, 2025 2:47 PM
To: Gillian Stechschulte <Gillian@technicondesigngroup.com>; Douglas.Ditto@cityhall.lima.oh.us; kohli.r@shawneetwp.onmicrosoft.com
Subject: Registered: BBA Case No. 25-0028



REGISTERED EMAIL™ | CERTIFIED DELIVERY

This is a Registered Email™ message from Susan.Steer@com.ohio.gov.

Good afternoon,

Attached is the certified final order of the board regarding your hearing held on Thursday, March 20, 2025.

If you have any questions, please feel free to contact me.

Thank you,

Joe Recker

From: Austin Miller
Sent: Monday, March 31, 2025 1:42 PM
To: Todd Lause; Doug Ditto <douglas.ditto@cityhall.lima.oh.us>
Cc: Robert A. Kohli; Drew Gillespie; Trustees; Missy Van Meter; Lori Rickett
Subject: No Objection to State Variance
Attachments: SKM_C4050125033113250.pdf

I have no objection to the states variance.

I ask that we confirm the location of the fire dept build within two years of this writing.

Thank-You,

Austin T. Miller

Fire Chief
Shawnee Township Fire Dept.
2526 Ft. Amanda Rd.
Lima, OH 45804
B: 419-222-2986
F: 419-229-9749



SHAWNEE TOWNSHIP FIRE DEPARTMENT

AUSTIN MILLER
FIRE CHIEF

The Pride of Shawnee

Subject: State-Issued Variance for PD Storm Shelter

3/31/2025

To whom it may concern,

In conjunction with the Ohio State Fire Marshals Office, I have no objection to the State of Ohio Board of Building Appeals' variance for Case # 25-0028, provided that the following conditions are met:

1. The existing basement shall be maintained as a storm shelter until a new ICC 500-compliant storm shelter is constructed to the satisfaction of the AHJ.
2. Directional signage indicating the storm shelter's location shall be installed to the satisfaction of the AHJ.
3. All conditions from Case #25-0028 have been satisfied.

Austin T. Miller

Fire Chief
Shawnee Township Fire Dept.
2526 Ft. Amanda Rd.
Lima, OH 45804
B: 419-222-2986
F: 419-229-9749

PHONE: 419-222-2986
FAX: 419-229-9749

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