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Employment Trends

Ohio Fair Minimum Wage State Issue 2 Passes, New Legislation Clarifies Confusion

Ohio voters emphatically approved State Issue 2 in the November general election and the Ohio legislature responded by passing implementing legislation introduced by Rep. Bill Seitz (R-Cincinnati) on December 20, 2006. This new legislation (House Bill 690) clarifies the requirements of Ohio business owners and employers preparing for changes created by voter approval of State Issue 2.

Wage Hike

State Issue 2 was a referendum on the "Ohio Fair Minimum Wage Amendment" to the Ohio Constitution. As the name implies, the primary purpose of the amendment featured an increase in the state minimum wage. As of January 1, 2007, all employers will be required to pay employees employed in Ohio a minimum wage of $6.85 per hour. This pay rate for the minimum wage will last until January 1, 2008 when a new pay rate will kick in as determined by the consumer price index maintained by the federal government. Employers need to remember that the minimum wage will increase every year and will not remain at $6.85 per hour.

There are few exceptions to this requirement, but the new legislation has made clear that employers and employees exempt from the minimum wage requirements under the Fair Labor Standards Act are also exempt under the new state law. Ohio employers with annual gross receipts of less than $250,000 per year are exempt and required to pay employees only the federal minimum wage, which is currently $5.15 per hour. Employees under the age of sixteen are also only entitled to $5.15 per hour wage. Tipped employees, such as waiters and waitresses, may be paid half of the new minimum wage ($3.43) as long as the combined wages and tips total at least the new minimum wage for all hours worked.

Record Keeping Requirements

Of equal importance for employers are the record keeping requirements of the new amendment. Employers must, at the time of hire, provide an employee with the following information:

- Employer's name;
- Employer's address and telephone number; and
- Employer's contact information

Employers must update employees regarding any changes to this information

continued on page 2

INSIDE >>

- The Kentucky River Cases: *NLRB Offers Guidance on Determining Supervisory Status* **3**
- Money for Something: *Strategies for Obtaining Enforceable Waivers and Releases* **4**
- Smoke Free Ohio **5**
- Labor Board Changes Its Mind Regarding Union Photography **6**
- Handling "No Match" Letters From The Social Security Administration **7**
- SZD Welcomes **9**
- News and Notes **10**

Editor's Notes

We publish EMPLOYMENT TRENDS to keep you informed of current legal developments in labor and employment law. EMPLOYMENT TRENDS will provide you with practical advice to assist in the management of your workplace and help you avoid legal conflict. EMPLOYMENT TRENDS is a publication of SZD's Labor and Employment and Workplace Safety Practice Groups.

Please contact me with suggestions for future topics and articles. We appreciate your input. David T. Ball (614) 462-1084 or dball@szd.com.

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Ohio Fair Minimum Wage State Issue 2 Passes

Continued from pg. 1

within 60 business days after the change occurs.

Employers must also maintain a record of the following employee information:

- Name;
- Address;
- Occupation;
- Pay rate;
- Hours worked for each day worked; and
- Amount paid to each employee.

The new legislation clarifies that any records an employer creates on or before December 31, 2006, must be created and maintained in accordance with the prior minimum wage laws. On and after January 1, 2007, an employer is required to create and maintain records as specified in the new amendment. The legislation also states that after the start of the new year, employers must maintain the records required by the bill for three years from the date the hours were worked by the employee.

One of the most significant provisions of the new legislation clearly states that an employer **is not** required to keep records of "hours worked for each day worked" for employees who are employed as outside salespersons compensated by commissions or employed in a bona fide executive, administrative, or professional capacity.

Aside from managing all this information, employers must also provide it without charge to "an employee or person acting on behalf of an employee upon request." There is no limit to the number of requests that can be made. Employers need to act quickly to determine the best methods for dealing with what could be a substantial number of requests from employees. Two of the concerns for employers are what process to use for documenting employee requests and how to configure the payroll reports for employees to meet the requirements of the new amendment.

Employers must also be aware that the new legislation defines who an employee can designate as a representative to request records on that employee's behalf. This representative can be either a union representative, the employee's attorney, or the employee's parent, guardian or legal custodian. The new legislation further permits the employer to require that the employee provide the employer with a written

continued on page 6

The Kentucky River Cases: *NLRB Offers Guidance On Determining Supervisory Status*

On September 29, 2006, the National Labor Relations Board (NLRB or the Board) issued a landmark decision that dramatically redefined and broadened its interpretation of who qualifies as a supervisor under the National Labor Relations Act (NLRA or the Act). The Board's decision in *Oakwood Healthcare, Inc.*, along with two other opinions issued on the same day, addressed the U.S. Supreme Court's criticism of the NLRB's previous decisions interpreting the term "supervisor." The three NLRB opinions were issued in companion cases, all addressing election or representation petitions filed by unions: *Oakwood Healthcare, Inc.*, 348 NLRB No. 37 (September 29, 2006), *Golden Crest Healthcare Center*, 348 NLRB No. 39 (September 29, 2006), and *Croft Metals, Inc.*, 348 NLRB No. 38 (September 29, 2006). Collectively, these cases have been termed the "*Kentucky River* cases" because of their relation to the U.S. Supreme Court opinion in *NLRB v. Kentucky River Community Care, Inc.*

These opinions were highly anticipated due to the critical distinction between "supervisors" and "employees" for purposes of participation in union-related activities. Individuals identified as supervisors are not entitled to the protections of the Act.

Under the Act, an individual is a supervisor if the individual has the authority to (1) hire, (2) transfer, (3) suspend, (4) lay off, (5) recall, (6) promote, (7) discharge, (8) assign, (9) reward, (10) discipline, (11) adjust the grievances of or (12) responsibly direct other employees. In addition, the Act specifies that a supervisor's exercise of such authority cannot be of a "merely routine or clerical nature, but requires the use of independent judgment." An individual must only possess one of the bases of authority identified by the Act.

The NLRB decisions in the Kentucky River cases are intended to clarify the NLRB's interpretations of the phrases "independent judgment," "assign" and "responsibly direct" as those terms are used in the NLRA.

Oakwood Healthcare, Inc. In *Oakwood Healthcare, Inc.*, the Board ruled that certain charge nurses were supervisors under the Act because they exercised *independent judgment* when they assessed the medical condition of the patients in relation to the training, education and aptitude of the available staff when deciding where to *assign* individual staff to geographic locations during shifts. In addition, the Board offered the following definitions of the terms "independent judgment," "assign" and "responsibly direct."

- Independent judgment – Independent judgment is judgment that rises above the "routine and clerical" and is not effectively controlled by another authority. For example, judgment that is controlled by company policies, whether written or verbal, or collective bargaining agreements would not be considered independent.

- Assign – Assigning is the act of "designating an employee to a place (such as a location department or wing), appointing an individual to a time (such as shift or overtime period), or giving significant overall duties to an employee." To qualify as a supervisory function, the assigning must refer to the "designation of significant overall duties to an employee, not to the … ad hoc instruction that the employee perform a discrete task."

- Responsibly direct – In order to establish responsible direction, it must be shown that: (1) "the employer delegated to the putative supervisor the authority to direct the work and the authority to take corrective action if necessary" and (2) "that there is a prospect of adverse consequences for the putative supervisor if he/she does not take these steps."

Golden Crest Healthcare Center. In *Golden Crest*, the Board offered additional insight into how supervisor status is determined but ultimately ruled that the charge nurses in question were not supervisors because they merely had the authority to "request that a certain action be taken" and did not have the authority to require that the action be taken. In addition, the Board elaborated on its definition of "responsibly direct" as discussed in *Oakwood Healthcare*. The Board made it clear that it places great emphasis on the putative supervisor's accountability in directing other employees. The fact that an employee is rated or evaluated in a performance review on his or her ability to direct others is insufficient. It must also be shown that the supervisor is rewarded or disciplined for his or her performance in directing others.

Croft Metals, Inc. At issue in this case was the supervisory status of Croft Metals' lead persons. In keeping with previous Board decisions, the Board found

continued on page 9

Money for Something:
Strategies for Obtaining Enforceable Waivers and Releases

In 1985, the rock group Dire Straits reminded us that we all want our "money for nothing." Nonetheless, when severance payments are offered in exchange for an employee's waiver and release of claims, employers must use extreme care to ensure that they do not give and get nothing in return.

Waiver and release agreements are used by employers throughout the United States in connection with both individual terminations and group workforce reductions. Releases are commonly a precondition to receipt of severance benefits. However, relying on language contained in the Older Workers Benefit Protection Act (OWBPA), federal courts have issued a series of decisions invalidating severance agreements and releases entered into by employers and employees. In most cases, the court permitted the employees who had already accepted severance payments to keep those benefits and sue their former employers anyway. This article discusses both the general requirements contained in the OWBPA and a recent decision from the Ninth Circuit Court of Appeals addressing the waiver of claims and rights under the Age Discrimination in Employment Act (ADEA).

In *Syverson v. International Business Machines Corporation*, 2006 U.S. App. LEXIS 22504 (Aug. 31, 2006), the Ninth Circuit invalidated a "General Release and Covenant Not to Sue" executed by former employees of IBM in connection with an overall workforce reduction. In *Syverson*, the Court clarified the "knowing and voluntary" requirement under the OWBPA for waivers of claims and rights arising under the ADEA. As discussed below, the *Syverson* decision makes it clear that severance agreements must be carefully drafted to ensure that the release of claims is not susceptible to challenge under the OWBPA.

Overview: The Older Workers Benefit Protection Act

The OWBPA, which contains a series of amendments to the ADEA, imposes mandatory requirements for the waiver of ADEA rights and claims. Pub. L. No 101-433 (codified 29 U.S.C. §§621, 623, 626 & 630). Among other things, the OWBPA set forth specific requirements for a valid release of federal age discrimination claims. According to the United States Supreme Court, the purpose of the OWBPA is to prevent older workers from being coerced or manipulated into waiving their ADEA rights. *Oubre v. Entergy Operations, Inc.*, 522 U.S. 422 (1988). The Supreme Court has acknowledged that the OWBPA sets up its "own regime for assessing the effectiveness of ADEA waivers, separate and apart from contract law . . . [and] creates a series of prerequisites for knowing and voluntary waivers." Moreover, the Supreme Court has held that each OWBPA requirement must be completely satisfied in order to obtain a valid waiver of ADEA claims. In *Oubre*, the Supreme Court further held that the employee had no obligation to tender back the money paid in exchange for a release prior to challenging the enforceability of a release under the OWBPA and pursuing an ADEA claim.

Under the OWBPA an individual may not waive ADEA rights or claims unless the waiver is knowing and voluntary. To meet the OWBPA's "knowing and voluntary" requirement, the waiver of ADEA claims must satisfy the following minimum criteria:

1. The waiver is part of an agreement between the individual and the employer and is written in a manner calculated to be understood by such individual, or by the average individual eligible to participate in a reduction in force (RIF);
2. The waiver specifically refers to rights or claims arising under the ADEA;
3. The waiver does not purport to waive rights or claims that arise after the execution of the waiver;
4. The individual is advised in writing to consult with an attorney prior to executing the agreement;
5. The individual waives rights or claims in exchange for valuable consideration, which is offered in addition to anything of value to which the individual is already entitled;
6. The individual is given a period of at least 21 days to consider the agreement (the individual must be given a period of 45 days to consider the agreement if a waiver is requested in connection with an exit incentive or other employment termination program offered to a group or class of employees);
7. The agreement specifies that once the agreement is executed, the individual has a period of seven days in which they may revoke the agreement, and the agreement will not become effective or enforceable until the revocation period has expired;
8. If a waiver is requested in connection with an exit incentive or other employment termination program offered to a group or class of employees, the employer must provide to the individual certain

continued on page 8

Smoke Free Ohio

On Tuesday, November 7, 2006, voters approved Issue 5, the Smoke Free Workplace Act. Most people know generally what the new law says: no smoking in any place of employment or place open to the public, with very limited exceptions. The details, however, are more complex and significantly more strict than some existing smoking bans adopted by local jurisdictions. The Ohio Department of Health (ODH) is responsible for interpreting and implementing the new law, so it will be important for employers and operators of public places to monitor that agency's implementation to ensure compliance.

Here are the basics of what you need to know and find out:

- No proprietor of any place open to the public or place of employment may permit smoking in any enclosed area or adjacent to any entrance or exit to a no-smoking area.
- "Enclosed area" includes anywhere with a roof or overhead covering of any kind and walls or side coverings of any kind on all sides or on all sides but one.

Exceptions:

- Private residences.
- Sleeping rooms in a hotel or motel which are specifically designated for smoking, provided that no more than 20% of the hotel's rooms may be designated for smoking.
- Family owned and operated businesses, which are not open to the public, where all employees are related to the owner and which are not connected to any structure where smoking is prohibited.
- Designated smoking areas in a nursing home. Only nursing home residents, not employees, may use it, and no employee may be required to perform any services in the smoking area. The smoking area must be separately enclosed and ventilated.
- Private clubs, if the club has no employees, is not for profit, the only individuals present in the building are members of the club and over 18 years old, the club has a freestanding building and, if the club serves alcohol, it must have a D4 liquor permit.
- Retail tobacco stores currently operating. New or relocating tobacco stores are not excepted unless located in a freestanding structure.
- Outdoor patios, meaning an area with no overhead covering of any kind, or an area with an overhead covering, but no more than two walls or side coverings of any kind.

These Are Not Exceptions:

Bars, tents, patios with only one open wall, factories, offices, smoking lounges in health care facilities other than nursing homes, anywhere where smoke may migrate into a no-smoking area, bowling alleys, etc.

Other Obligations:

- Post a no-smoking sign at every workplace entrance.
- No firing, refusing to hire or retaliating in any way against any individual for reporting a violation.
- All ashtrays must be removed from any no-smoking area.

Penalties:

A warning for the first violation and then fines ranging between $100 and $2,500 per day for subsequent violations. Lack of intent is no defense and intentional violation fines are doubled. Other "factors" (which will be defined by the ODH) may justify decreasing or waiving the fine.

The Smoke Free Workplace Act is set to go into effect December 7, 2006 and is due to be enforced pursuant to new regulatory guidance from ODH within six months after that date.

— Paul L. Bittner

If you have any questions about how this will affect your business, what you need to do to comply with the law or if you need any help in dealing with the Ohio Department of Health, please contact Paul L. Bittner, Chad W. Helmick or any member of SZD's Management Representation or Health Care Planning and Operations Practice Areas at (614) 462-2700.

Labor Board Changes Its Mind Regarding Union Photography

On July 26, 2006, the National Labor Relations Board (NLRB or the Board) changed its mind regarding the coercive nature of union photography during an election campaign. In *Randell Warehouse of Arizona, Inc.*, 347 NLRB No. 56 (2006), referred to by the Board as "*Randell II*," the Board reversed its earlier decision in the same case issued in 1999 (*Randell Warehouse of Arizona, Inc.*, 328 NLRB 1034 (1999)).

The case surrounded a Sheet Metal Workers International representation campaign at the Randell facility. In an effort to obtain support for the election, union representatives passed out pro-union literature to Randell employees outside of the company's facility. At the same time, other union representatives photographed employees who accepted and employees who rejected the pro-union materials. When an employee inquired regarding the photographs, a union representative stated that they were "for the Union purpose" and provided no additional information.

The union initially won the election by a 40-32 margin. The company filed objections to the election, seeking to set aside the result and overturn the union's victory. The company argued that photographing employees accepting or rejecting pro-union literature is inherently coercive and it violates an employee's free choice in an election. Citing prior Board decisions (*Pepsi-Cola Bottling Co.*, 289 NLRB 736 (1988); and *Mike Yurosek & Son, Inc.*, 292 NLRB 1074 (1989)), the hearing officer agreed. Without a valid explanation to employees regarding the photography, such conduct by either the employer or the union is grounds to set aside an election. Accordingly, the hearing officer recommended setting aside the election.

The Board initially rejected the hearing officer's recommendations and instead, overturned its own existing precedent. The Board concluded that the standard for union photographing of employees in a pre-election setting was no different than asking employees directly whether they support the union. Since unions (but not employers) are allowed to make this direct inquiry to employees, unions (but not employers) should be allowed to photograph employees as well.

The company appealed the decision. On appeal, the D.C. Circuit Court of Appeals returned the case to the Board, asking that the Board "further consider" the case and provide a "reasoned opinion" regarding its decision in light of its previous cases (*Randell Warehouse of Arizona, Inc. v. NLRB*, 252 F.3d 445 (2001)). Following the Court of Appeals' remand, the Board simply decided to return to its earlier precedent. The Board held that photographing employees "has a tendency to intimidate." Regardless of who takes the photographs, employees know that their actions are being recorded and employees could reasonably fear that the photographs could be used against them in the future. The Board went on to state that "just as some employers have used the means at their disposal for retaliation, some unions have used their influence and authority to retaliate against employees who displease them."

Without some valid explanation communicated to employees, taking photographs during an election campaign may be considered coercive. Employers facing union campaigns should be vigilant, as such conduct may interfere with employee choice and be grounds to set aside a union victory in a representation election.

— Paul L. Bittner

If you have questions about the application of this NLRB ruling, please contact any of the attorneys in SZD's Labor and Employment Practice Group and Workplace Safety Practice Area.

Ohio Fair Minimum Wage State Issue 2 Passes

Continued from pg. 2

request that has been signed by the employee, notarized and reasonably specifies the particular information being requested. Utilizing these new guidelines, employers need to establish methods of documenting authorized representatives and develop a process to ensure that an employee intended to designate authority to a lawful representative.

Privacy Issues

One of the most contentious debates concerning the new amendment pertained to whether or not an employee could request the payroll records of other fellow employees. Those against the amendment argued that the vague language of the amendment would allow the distribution of all employee payroll records to any employee that requested them. Proponents of the amendment countered that the intent of the

continued on page 7

Handling "No Match" Letters From The Social Security Administration

The Social Security Administration (SSA) now issues "no match" letters to all employers whose wage reports contain at least one Social Security Number or employee name that does not match the SSA's records. Previously, the SSA issued "no match" letters only to employers whose wage reports contained mismatches for 10 percent or more of its workforce. This has led to a great deal of confusion and uncertainty on the part of employers as to how they should respond without violating applicable laws.

Since the SSA has indicated that it intends to work more closely with the IRS to facilitate enforcement under the Internal Revenue Code, and since the no match letter itself expressly states that it is "not a basis, in and of itself, for [the employer] to take any adverse action against the employee, such as laying off, suspending, firing, or discriminating against any individual who appears on the list," employers are encouraged to be cautious when responding to these letters.

Employers who follow these steps will reduce the risk of an improper response to a no match letter:

1. Within 14 days of the receipt of the no match letter, the payroll department checks company records for any clerical errors. If there are clerical errors, they are corrected and the appropriate authorities are notified. If clerical errors did not cause the mismatch, proceed to step 2.
2. Within 14 days of the receipt of the no match letter, the company sends the employee a copy of the letter and the company requests that the employee advise payroll whether its records are correct. If the records are not correct, the employee and payroll/HR take the actions needed to correct them and the company notifies the appropriate authorities. If the records are correct according to the employee, the company asks the employee to resolve the matter personally by contacting the SSA.
3. Allow the employee 60 days to resolve the matter with the SSA. Take no adverse action during this time unless the company learns that the employee is not authorized to work in the U.S. If that happens, notify HR.
4. If the discrepancy is not resolved within 60 days, approach the employee to re-verify employment eligibility by completing a new Form I-9 within 3 days of the end of the 60 day period. The employee may not use the Social Security document that is in question as one of the Form I-9 documents. The employee must provide a document with a photograph to establish identity (List B) or both identity and eligibility (List A).
5. If a new Form I-9 cannot be completed within the 3 day period, notify HR immediately.

— David T. Ball

For further assistance with the handling of no match Social Security notification letters, or with any employment law matter, please contact Felix Wade, David Ball or any of the attorneys in SZD's Labor and Employment Practice Group and Workplace Safety Practice Area.

Ohio Fair Minimum Wage State Issue 2 Passes

Continued from pg. 6

amendment suggested that an employee was only able to access his or her own records.

The new legislation makes it abundantly clear that an employee may only request his or her own payroll information and may not request such information regarding any other employee. With the clarifications, opponents of the new legislation have threatened to challenge it in court, so there is the potential this issue will be litigated in the future.

Next Steps

The implementation of Ohio's new minimum wage law requires substantial organization and preparation by employers to properly comply with all the requirements. The newly passed legislation should clear away the initial confusion surrounding the new requirements, but new concerns will undoubtedly arise in the near future. Therefore, employers need to understand the new amendment and the risks and responsibilities imposed upon them.

— Paul L. Bittner

If you have questions concerning these new requirements or need assistance preparing your business to handle the new challenges the amendment creates, please contact Paul Bittner or any member of SZD's Labor and Employment Practice Group and Workplace Safety Practice Area.

Money For Something: *Strategies for Obtaining Enforceable Waivers and Releases*

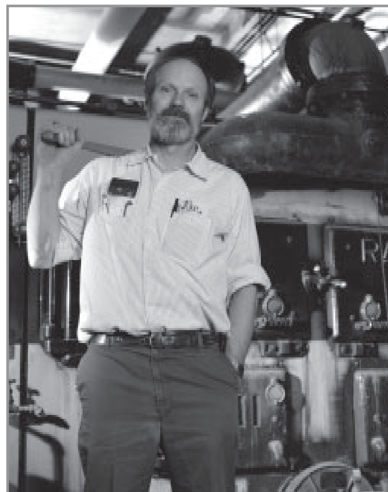
Continued from pg. 4

specific information about the employees affected by the program.

29 U.S.C. §626(f)(1)(A)-(H). To satisfy the "manner calculated" requirement, waivers must be drafted in plain language geared to the level of understanding of the individual party to the agreement or the individuals eligible to participate in a RIF. 29 C.F.R. §1625.22(b)(3). Thus, to constitute an enforceable waiver of ADEA rights and claims, the agreement should not contain excessive technical or legal jargon and should be written in a manner that takes into account the level of comprehension and education of either the individual party or typical participants.

Satisfying the "Knowing and Voluntary" Standard

In connection with an overall workforce reduction, IBM offered severance pay to employees selected for termination in exchange for a "General Release and Covenant Not to Sue" (General Release). The General Release contained a release of all claims, including claims arising under the ADEA. One provision of the General Release relating to the recovery of attorneys' fees also contained a covenant not to sue, which specifically excepted those actions based solely on the ADEA. After signing the General Release and receiving severance benefits, several employees filed charges of age discrimination with the Equal Employment Opportunity Commission and later filed a federal class action based on violation of the ADEA. The trial court determined that the employees had validly waived their ADEA claims when they signed the General Release and entered judgment on behalf of IBM. However, the Ninth Circuit reversed the decision of the trial court and held that the waivers were not knowing and voluntary because they were not written in a manner calculated to be understood by the employees, as required by the OWBPA.



As noted above, the release and covenant not to sue were apparently inconsistent and plaintiffs argued that they were unable to understand whether the General Release covered ADEA claims or excluded them. The court found that the confusing wording used in the General Release misled the employees to believe that they had retained the right to independently sue IBM in court on an ADEA claim. Specifically, the court concluded that an average employee reviewing the General Release would not understand the legal distinction between the release and covenant not to sue provisions and would likely have concluded that their ADEA claims had not been waived. Noting that an attorney would likely be required to understand the legal effect of the release and covenant not to sue, the court concluded that the General Release was not "written in a manner calculated to be understood by the average participant." Relying on the Supreme Court's holding in *Oubre*, the Ninth Circuit concluded that IBM's failure to satisfy the "manner calculated" requirement rendered the waiver of ADEA claims completely unenforceable because it was not knowing and voluntary.

The *Syverson* decision is virtually identical to an opinion issued by the Eighth Circuit last year in *Thomforde v. IBM*, 406 F.3d 500 (2005). The Eighth Circuit, like the court in *Syverson*, concluded that the use of both "release" and "covenant not to sue" language was confusing and held that the agreement did not satisfy the "manner calculated" requirement from the OWBPA. Notably, *Syverson* and *Thomforde* are not isolated decisions, and in recent months there have been several decisions striking down seemingly valid settlement and release agreements. See e.g., *EEOC v. Lockheed Martin*, 2006 WL 2294540 (D. Md., Aug. 8, 2006) (holding that it was unlawful retaliation to offer severance benefits in exchange for a release to an employee who filed an EEOC charge, which rendered the release agreement invalid); *Kruchowski v. Weyerhauser Co.*, 446 F.3d 1090 (10th Cir. 2006) (holding that a release agreement was invalid because the employer failed to comply with the OWBPA's "group disclosure requirements"); *Merrit v. FirstEnergy Corp.*, 2006 U.S. Dist. Lexis 15089 (N.D. Ohio) (holding same).

Conclusion

As the above discussion demonstrates, the release of ADEA claims must comply fully with the strict

continued on page 9

Money For Something: *Strategies for Obtaining Enforceable Waivers and Releases*

Continued from pg. 8

requirements of the OWBPA, and the recent decisions of the Eighth and Ninth Circuits shed light on the dire consequences of drafting a release agreement that does not comply with those requirements. In the wake of *Syverson* and *Thomforde*, we would advise that all employers be extremely cautious and consult with experienced employment counsel before entering into severance or release agreements with terminated employees.

— Kelly K. Curtis

For assistance with the preparation of severance agreements, or with any employment law matter, please contact Kelly Curtis or any of the attorneys in SZD's Labor and Employment Practice Group and Workplace Safety Practice Area.

The Kentucky River Cases: *NLRB Offers Guidance on Determining Supervisory Status*

Continued from pg. 3

that the lead persons were not supervisors. The Board found that the lead persons did not assign activities to others because they had no authority to "require" that the tasks in question be performed. In addition, the Board ruled that the employer failed to meet the independent judgment test.

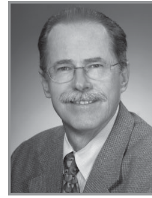
Understandably, organized labor has widely criticized this decision, arguing that millions of workers will lose their right to union representation. While others have argued that the impact may not be as widespread, the decision is clearly seen as a victory for employers. It can be expected that employers will use the Board's decision in *Oakwood Healthcare, Inc.* to challenge the right of some supervisors to be included in current bargaining units.

— Amanda L. Wickline

For questions about the application of these Board rulings, such as how to determine the proper classifications of workforce members as either supervisors or employees, or regarding job descriptions for current supervisors to insure that they would be classified as supervisors under the new tests set forth by the Board, please contact Amanda Wickline or any of the attorneys in SZD's Labor and Employment Practice Group and Workplace Safety Practice Area.

SZD Welcomes...

We are pleased to announce the following people have joined Schottenstein Zox & Dunn.



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Bill is counsel in SZD's Workplace Safety Practice Group. Bill has thirty years of trial counsel experience working for the Ohio Attorney General's office in various Assistant Attorney General positions. His most recent position was Deputy Attorney General of the Workers' Compensation Section. He received his undergraduate degree from the University of Minnesota and his law degree from the University of Toledo.

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Milan is an Associate in SZD's Employment Litigation and Management Representation Practice Areas. He received his undergraduate degree from Syracuse University (*magna cum laude*) and his law degree from Georgetown University.

News and Notes

On September 12, 2006, **John Krimm** presented "Advanced Topics in the Family and Medical Leave Act" at a seminar sponsored by Lorman Education Services.

On September 13, 2006, **Felix Wade** presented "Sanctions: What is Contumacious Conduct?" at the Occupational Safety and Health Review Commission Judges' Conference in Santa Fe, New Mexico.

On September 15, 2006, **James Davidson** participated in *Masters in Trial*, the Eleventh Annual Trial Advocacy Institute mock trial demonstration in Columbus, Ohio.

On October 12, 2006, **John Krimm** presented "Employee Handbooks and Policy Manuals: Best Friend or Worst Enemy?" at an Ohio Contractors Association Business Roundtable.

On December 4, 2006, **Paul Bittner** presented "Reducing Liability Risks for Failing to Effectively Train Managers and Supervisors on Workplace Policies and Procedures" for the Council on Education in Management's Employment Law Update 2006 in Columbus, Ohio.

On December 13, 2006, **Paul Bittner** and **Meghan Majernik** presented "Wage and Hour Claims: A Practical Guide to Claim Resolution" at a seminar sponsored by the National Business Institute in Columbus, Ohio.

On December 21, 2006, **Aaron Granger** presented "How ADA, FMLA and Workers' Compensation Impact One Another" at a CLE seminar sponsored by the Columbus Bar Association's Workers' Compensation Committee.

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