

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of

State Employment Relations Board,

Complainant,

v.

Austintown Township Trustees, Mahoning County,

Respondent.

**Case No. 98-U LP-07-0394**

**ORDER  
(OPINION ATTACHED)**

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Verich:  
September 16, 1999.

On July 10, 1998, Matthew F. Romeo ("Intervenor") filed an unfair labor practice charge against the Austintown Township Trustees, Mahoning County ("Respondent"). On November 19, 1998, the State Employment Relations Board ("Board" or "Complainant") dismissed the charge. On December 18, 1998, Mr. Romeo filed a motion for reconsideration. On January 28, 1999, the Board granted the motion for reconsideration and found probable cause to believe that the Respondent had violated Ohio Revised Code Sections 4117.11(A)(1) and (A)(3) by terminating Mr. Romeo's employment because he engaged in protected activities.

A hearing was held on April 19 and 20, 1999. On June 16, 1999, the Administrative Law Judge's Proposed Order was issued, recommending that the Board find violations of O.R.C. Sections 4117.11(A)(1) and (A)(3). On July 9, 1999, the Respondent filed its exceptions to the proposed order. On July 20, 1999, the Complainant and Intervenor filed a joint response to the exceptions.

After reviewing the record and all filings, the Board adopts the Findings of Fact and Conclusions of Law in the Proposed Order.

The Austintown Township Trustees, Mahoning County is ordered to:

- A. Cease and desist from:
- (1) Interfering with, restraining, or coercing Matthew F. Romeo and other employees represented by Teamsters Union Local #377 in the exercise of their rights guaranteed in Ohio Revised Code Chapter 4117, in violation of Ohio Revised Code Section 4117.11(A)(1), and otherwise violating Ohio Revised Code Section 4117.11(A)(1); and
  - (2) Discriminating in regard to hire or tenure of employment or any term or condition of employment on the basis of the rights guaranteed by Ohio Revised Code Chapter 4117 in violation of Ohio Revised Code Section 4117.11(A)(3) and otherwise violating Ohio Revised Code Section 4117.11(A)(3).
- B. Take the following affirmative action:
- (1) Immediately reinstate Matthew F. Romeo to his job assignment as an Austintown Township road crew worker without back pay;
  - (2) Immediately expunge all references to Matthew F. Romeo's termination, wherever maintained;
  - (3) Post for sixty days the NOTICE TO EMPLOYEES furnished by the State Employment Relations Board stating that the Austintown Township Trustees, Mahoning County shall cease and desist from the actions set forth in paragraph (A) and shall take the affirmative action set forth in paragraph (B) in all of the usual and normal posting locations where the bargaining-unit employees of the Austintown Township Trustees, Mahoning County, who are represented by Teamsters Union Local #377 work; and
  - (4) Notify the State Employment Relations Board in writing within twenty calendar days from the date the Order becomes final of the steps that have been taken to comply therewith.

Order  
Case No. 98-ULP-07-0394  
September 16, 1999  
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It is so ordered.

POHLER, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member,  
concur.



\_\_\_\_\_  
SUE POHLER, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code Section 4117.13(D) by filing a notice of appeal with the State Employment Relations Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the court of common pleas in the county where the unfair labor practice in question was alleged to have been engaged in, or where the person resides or transacts business, within fifteen days after the mailing of the State Employment Relations Board's order.

I certify that this document was filed and a copy served upon each party by certified mail, return receipt requested, on this 17<sup>th</sup> day of September, 1999.



\_\_\_\_\_  
LINDA S. HARDESTY, CERTIFIED LEGAL ASSISTANT



# NOTICE TO EMPLOYEES

## FROM THE STATE EMPLOYMENT RELATIONS BOARD

POSTED PURSUANT TO AN ORDER OF THE  
STATE EMPLOYMENT RELATIONS BOARD  
AN AGENCY OF THE STATE OF OHIO

After a hearing in which all parties had an opportunity to present evidence, the State Employment Relations Board has determined that we have violated the law and has ordered us to post this Notice. We intend to carry out the order of the State Employment Relations Board and abide by the following:

The Austintown Township Trustees, Mahoning County is hereby ordered to:

- A. Cease and desist from:
  - 1. Interfering with, restraining, or coercing Matthew F. Romeo and other employees represented by Teamsters Union Local #377 in the exercise of their rights guaranteed in Ohio Revised Code Chapter 4117, in violation of Ohio Revised Code Section 4117.11(A)(1), and otherwise violating Ohio Revised Code Section 4117.11(A)(1); and
  - 2. Discriminating in regard to hire or tenure of employment or any other term or condition of employment on the basis of rights guaranteed by Ohio Revised Code Chapter 4117 in violation of Ohio Revised Code Section 4117.11(A)(3) and otherwise violating Ohio Revised Code Section 4117.11(A)(3).
- B. Take the following affirmative action:
  - 1. Immediately reinstate Matthew F. Romeo to his job assignment as an Austintown Township road crew worker without back pay;
  - 2. Immediately expunge all references to Matthew F. Romeo's termination, wherever maintained;
  - 3. Post for sixty days the NOTICE TO EMPLOYEES furnished by the State Employment Relations Board stating that the Austintown Township Trustees, Mahoning County shall cease and desist from the actions set forth in paragraph (A) and shall take the affirmative action set forth in paragraph (B) in all of the usual and normal posting locations where the bargaining-unit employees of the Austintown Township Trustees, Mahoning County, who are represented by Teamsters Union Local #377 work; and
  - 4. Within twenty calendar days from the issuance of the Order, notify the State Employment Relations Board in writing of the steps that have been taken to comply therewith.

**SERB v. Austintown Township Trustees, Mahoning County**  
Case No. 98-ULP-08-0394

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED**

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of

State Employment Relations Board,

Complainant,

v.

Austintown Township Trustees, Mahoning County,

Respondent.

Case No. 98-ULP-07-0394

**OPINION**

GILLMOR, Vice Chairman:

This unfair labor practice case comes before the State Employment Relations Board (“Complainant” or “SERB”) on the Exceptions and Response to Exceptions to the Administrative Law Judge’s Proposed Order. For the reasons below, we find that the Austintown Township Trustees, Mahoning County violated Ohio Revised Code (“O.R.C.”) §§ 4117.11(A) (1) and (A) (3) when it discriminated against a bargaining-unit member for engaging in protected activities by terminating his employment.

**I. BACKGROUND**

Teamster’s Union Local #377 (“Union”) is the exclusive representative for a bargaining unit of employees of Truck Drivers/Laborers, Equipment Operators/Laborers, and Foremen employed by the Austintown Township Trustees, Mahoning County (“Township”). The Township and the Union are parties to a collective bargaining agreement (“Agreement”) that is effective from January 1, 1998 to December 31, 2000.

Matthew R. Romeo began his employment with the Township as a road crew worker on February 4, 1991. Mr. Romeo was a vocal proponent of union organizing, bringing in

an AFSCME contract to show fellow employees and promoting the organization of the road crew with AFSCME in 1995 and early 1996, which effort proved unsuccessful. Mr. Romeo was not hesitant about expressing his opinions as to the need for a union to his supervisor, the township trustees, the foremen, as well as his fellow road crew employees.

During the organizing campaign for the Teamsters, Mr. Romeo wore a union hat, pin, and T-shirt. He attended at least one organizational meeting. After the election, he sat in on a collective bargaining meeting as a substitute. His employer was aware of this activity. He was referred to by a foreman as a "ringleader" among his fellow road crew workers because of the influence he had with them. After numerous discussions about union organizing, Mr. Romeo felt he was being given "the cold shoulder" by his supervisors. References were made by the foremen and supervisors that Mr. Romeo's time at the Township was growing short and that certain people were out to get him. Two of the township trustees even called four road department employees on the eve of the election to try to persuade them not to vote for the Union.

The Township terminated Mr. Romeo's employment on June 22, 1998, ostensibly because of an incident that occurred on June 2, 1998, coupled with his prior disciplinary record. On June 2, 1998, around 7:00 a.m. on his day off, Mr. Romeo parked his personal vehicle beside the Township building. He asked a foreman for the key to the Township dumpster, which was given to him. As Mr. Romeo went outside, the gate to the dumpster was being opened. He then went back inside to return the key to the foreman. Mr. Romeo's vehicle slid out of gear and rolled backward into the Township garage door, leaving a 10-13 inch gouge. Mr. Romeo recognized his obligation to tell Mr. Bertilacci, his supervisor, about the incident, but the supervisor was not present. Since Mr. Romeo had other prearranged commitments for his day off, he left the premises.

Russ Pallotta, the Township's maintenance superintendent, witnessed the incident. Mr. Pallotta sought out Mr. Romeo, who was working at his rental residence, and told him he had 24 hours within which to report the incident. Mr. Romeo called Mr. Bertilacci at approximately 12:35 p.m. that day. Mr. Romeo asked if he should contact his insurance company and if there was anything else he needed to do.

The June 2, 1998 incident was the second time that Mr. Romeo was warned about using the Township dumpster for personal use. On September 27, 1995, Mr. Romeo received a verbal warning that stated he would be issued a written warning at step two of progressive discipline if this offense occurred again. Despite this discipline, personal use of the Township dumpster continued by Township employees. Both Mr. Romeo and another road crew employee were aware of other employees who used the dumpster for personal use. A foreman testified that he used the dumpster for personal use. A Township Trustee from 1980 to 1995 was not aware of a specific policy against using the Township dumpster for personal use; he was not only aware of employees using the dumpster, he had even used it himself.

The Township insists that Mr. Romeo violated its policy on reporting accidents when he did not report the accident of June 2, 1998, until about 5½ hours after its occurrence. The "policy" consists of recommendations from the police and fire chiefs, road superintendent, zoning inspector, and maintenance superintendent for the reporting of accidents to the Trustees. The "policy" refers to vehicle-in-transit accidents being reported immediately to the Austintown Police Department, with no such immediate reporting requirement for vehicles damaged off the roadway or vehicles or property damaged by vandals, employee neglect, loss, or theft. These recommendations were never adopted by the Township Trustees as an official policy.

Mr. Romeo's prior disciplinary record included a one-day suspension for pouring coffee on a foreman during a break room altercation on November 23, 1994. The foreman

was also suspended for one-half day as a result of his part in the incident. Mr. Romeo received a verbal warning for picking up debris at his residence in a Township truck on March 29, 1995, a verbal warning for improper backing of a Township vehicle into a car on June 7, 1995, and a verbal warning for sleeping on duty on July 30, 1996. After an August 6, 1996 incident in which he left his juvenile grass crew alone and, when confronted by a foreman, he became rude and belligerent, Mr. Romeo received a one-day suspension, probation for six months, and removal as grass crew foreman. On January 23, 1998, Mr. Romeo received a written reprimand and probation for three months for an accident in which he struck a garbage truck in a gas station parking lot with a Township truck. The Township truck sustained very little damage, the garbage truck sustained no damage, and nobody was injured. Mr. Romeo asked Mr. Pallotta, who was at a shop across the street, what to do. Mr. Pallotta told him to inform his supervisor. Mr. Romeo reported the accident to his foreman, who reported the matter to police. Even though the report was filed approximately nine minutes after the accident, the Township disciplined Mr. Romeo for leaving the scene of an accident and failure to timely report an accident.

Some of Mr. Romeo's fellow employees have disciplinary records that are equal to or poorer than his, but those individuals are still employed by the Township. One employee had five accidents with a Township truck between August 1984 and May 1998, three of which involved other vehicles; in June 1998, this employee kissed the neck and fondled the breasts of a female summer worker under his supervision while showing a magazine with nude pictures in it to her, and for this act he was suspended only five days. A second employee had three accidents with a Township truck between January 1997 and January 1999; the last two accidents occurred less than two weeks apart, one of which involved another vehicle. This second individual was also insubordinate with a supervisor and engaged in horseplay and profanity in public; he never received anything more than a written reprimand. A third employee received a written reprimand in December 1997, for using a Township truck and materials while on duty to salt and slag a parking lot belonging to a private business. The third employee was not fired for this incident, nor for an accident

that occurred in April 1998, in which he ran over a shovel being used by another Township employee with a Township truck while the shovel was in the man's hands, knocking him to the ground and causing injury. The third employee received a three-day suspension and probation for three months. A fourth employee was involved in five accidents between February 1976 and March 1998, with a Township truck, two of which involved damage to another vehicle, and one with the Township garage door. The fourth employee received only a verbal warning after the fifth accident. A fifth employee accidentally damaged a Township truck in November 1998, and reported it to his supervisor. Despite the Township's interest in immediate reporting, a police report was not filed until the next day so that no Township employees would have to work overtime to complete the report. The fifth employee was only warned to be more careful. A sixth employee who, in 1986, falsified a public document during his employment with the Township, is still employed by the Township and continues in a supervisory capacity. Before June 22, 1998, the only employee ever discharged by the Township was terminated because he was uninsurable, but that individual was later rehired.

## II. DISCUSSION

The Township is charged with violating O.R.C. §§ 4117.11(A)(1) and (A)(3), which provide in pertinent part:

(A) It is an unfair labor practice for a public employer, its agents, or representatives to:

(1) Interfere with, restrain, or coerce employees in the exercise of rights guaranteed in Chapter 4117. of the Revised Code[;]

\* \* \*

(3) Discriminate in regard to hire or tenure of employment or any term or condition of employment on the basis of the exercise of rights guaranteed by Chapter 4117. of the Revised Code[.]

In *State Emp. Relations Bd. v. Adena Local School District Bd. of Edn.* (1993), 66 Ohio St.3d. 485, 1993 SERB 4-43 ("Adena"), the Ohio Supreme Court articulated the "in

part” test to be applied by SERB to determine whether an individual has been discriminated against on the basis of protected activity in violation of O.R.C. §§ 4117.11(A)(1) and (A)(3). The *Adena* standard mandates that SERB’s primary focus be on the employer’s motive. SERB interpreted and applied the Ohio Supreme Court’s *Adena* opinion in *In re Fort Frye Local School Dist. Bd. of Ed.*, SERB 94-017, p. 3-104 (10-14-94), and held that the *Adena* standard involves a three-step process:

(1) The Complainant must create a “presumption” of anti-union animus, by showing that the employer’s action was taken to discriminate against the employee for the exercise of rights protected by O.R.C. Chapter 4117.

(2) The Respondent is then given the opportunity to rebut the presumption by presenting evidence that shows legitimate, nondiscriminatory reasons for its decision.

(3) The Board then determines by a preponderance of the evidence, whether an unfair labor practice has occurred.

To make a prima facie case of discrimination under O.R.C. § 4117(A)(3), the Complainant must establish the following elements: (1) that the employee at issue was a public employee and was employed at relevant times by the Respondent; (2) that the employee engaged in protected activity under O.R.C. Chapter 4117, which fact was either known to the Respondent or suspected by the Respondent; and (3) that the Respondent took adverse action against the employee under circumstances that could, if un rebutted by other evidence, lead to a reasonable inference that the Respondent’s actions were related to the employee’s exercise of protected activity under O.R.C. Chapter 4117. *Id.*

The Complainant has presented the three elements for establishing a prima facie case. First, as stipulated by the parties, Mr. Romeo was a “public employee” employed by the Township. Second, Mr. Romeo engaged in protected activities such as wearing a union hat, pin, and T-shirt, displaying union bumper stickers on his truck and locker, participating in a collective bargaining meeting as a substitute, attending a union

organizational meeting, and distributing union cards. He brought a union contract to work and spoke frequently and emphatically to anyone who would listen — including management employees — about the need for a union. Discussions with his superiors frequently became heated. As his union activity increased, Mr. Romeo sensed that his relationship with his supervisors suffered. His discipline became more frequent and more severe. As a result, the Township was aware that Mr. Romeo engaged in protected activity. Third, the Township took adverse action when it terminated Mr. Romeo's employment. A reasonable inference can be drawn from Mr. Romeo's termination that the Township's actions were motivated in part by anti-union animus, arising from Mr. Romeo's protected activities, when employees who have committed similar or worse acts are still employed by the Township.

After the prima facie case is established, SERB must look at the employer's motivation for its actions. The Ohio Supreme Court has said that "the motivation of the employer is rarely clear." *Adena, supra* at 495. The discriminatory motivation of an employer may be reasonably inferred from a variety of factors including but not limited to: inconsistencies between the proffered reasons for discharge and other actions of the employer; disparate treatment of certain similarly situated employees; and the proximity in time between the employee's union activities and the employee's discharge. *In re Columbus Bd. of Health, City of Columbus*, SERB 96-003 (3-26-96), citing *Turnbull Cone Baking Co. v. NLRB*, 778 F. 2d 292, 121 L.R.R.M. 2025 (6th Cir. Tenn. 1985) *cert. denied*, 476 U.S. 1159, 106 S. Ct. 2277 (1985).

In the present case, the Township has not adequately rebutted the presumption created by the prima facie case. The Township relies solely on Mr. Romeo's disciplinary record as a basis for its decision to terminate his employment. While Mr. Romeo's disciplinary record, standing alone, would support the Township's position, the disparity in treatment between Mr. Romeo and his fellow employees is too great to be ignored. This

disparity is never adequately explained by the Township. In addition, the only employee ever discharged by the Township other than Mr. Romeo was terminated because he was uninsurable; even that individual was later rehired.

One of the grounds for Mr. Romeo's termination was for failing to report an accident in a timely manner pursuant to the Township's policy for reporting accidents. First, the "policy" had never been adopted by the township trustees; it was merely a set of recommendations. Second, the policy applied to vehicle-in-transit accidents, and Mr. Romeo's accident did not fall within this category. Third, and most significant, according to the policy, the accident must be reported within 24 hours. Mr. Romeo reported the accident within 5½ hours. Thus, this stated reason for Mr. Romeo's termination is not supported by the record. As a result, we are left with using the dumpster for personal use as the Township's remaining reason for Mr. Romeo's termination. The record indicated that other individuals, including a foreman and a former township trustee, used the dumpster for personal use without being disciplined for those acts.

The timing element is also cause for concern. Mr. Romeo began organizing efforts for AFSCME at the end of 1995 and the beginning of 1996. Shortly thereafter in June, July, and August 1996, the discipline came in short, swift succession. The January 23, 1998 reprimand and probation occurred shortly after the heated debate between Mr. Romeo and Foreman Bokesch at the January 1998 final proposal meeting.

The Township's conduct under the totality of the circumstances supports the finding that the Township actions were due, at least in part, to anti-union animus resulting from Mr. Romeo's protected activities. The Respondent has failed to adequately rebut the reasonable inference that its actions were related to Mr. Romeo's engaging in protected activities. Simply, the Township's timing, its knowledge of Mr. Romeo's union activities, and the disciplinary records of the other employees are not rebutted. We find by a

preponderance of the evidence that the Township was motivated in part by anti-union animus when it terminated Mr. Romeo's employment.

SERB's broad remedial powers to fashion unfair labor practice remedies are found in O.R.C. § 4117.12(B)(3), which provides:

If upon the preponderance of the evidence taken, the board believes that any person named in the complaint has engaged in any unfair labor practice, the board shall state its findings of fact and issue and cause to be served on the person an order requiring that he cease and desist from these unfair labor practices, and take such affirmative action, including reinstatement of employees *with or without back pay*, as will effectuate the policies of Chapter 4117. of the Revised Code. (emphasis added).

This statute does not limit SERB to a particular remedy for specific violations in different sections of O.R.C. Chapter 4117. The only requirement is to take such remedial action as will "effectuate the policies of [O.R.C.] Chapter 4117."

In this case, the only action that will remedy the wrong, in addition to posting a cease-and-desist order, is reinstating Mr. Romeo to his former position with the Township. It is our policy to develop remedies uniquely adapted to each case. Despite our determination that Mr. Romeo was terminated in part because of his union activity, we can neither ignore nor condone his conduct in these repeated disciplinary incidents.

In slightly more than three years, Mr. Romeo was disciplined seven times before this "final" incident. Although he was disciplined for his conduct more severely than were his fellow employees<sup>1</sup>, Mr. Romeo's conduct was not acceptable for the work place. SERB is required to find a violation in this case under the *Adena* standard because the employer acted in part with improper motivation. SERB is not required, however, to ignore the

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<sup>1</sup>Attachment A, which reflects disciplinary comparisons of Mr. Romeo and the other employees, is appended to this Opinion.

employer's legitimate reasons for its actions when determining the appropriate remedy. Considering Mr. Romeo's disciplinary record in this matter, which played a significant but not exclusive role in the Township's actions, an award of back pay would be a windfall to Mr. Romeo. Therefore, SERB does not award any back pay as part of the remedy in this case.

### **III. CONCLUSION**

For the foregoing reasons, we find that the Austintown Township Trustees, Mahoning County violated O.R.C. §§ 4117.11(A)(1) and (A)(3) when it terminated Matthew R. Romeo for engaging in protected activities. We order the Austintown Township Trustees, Mahoning County, to immediately reinstate Mr. Romeo to his position as an Austintown Township road crew worker without back pay and to immediately expunge any record of Mr. Romeo's termination, wherever maintained. A cease-and-desist order will be issued with a Notice to Employees to be posted by the Austintown Township Trustees, Mahoning County, for sixty days in all of the usual and normal posting locations where bargaining-unit employees represented by Teamsters Union Local #377 work.

Pohler, Chairman, and Verich, Board Member, concur.

## ATTACHMENT A

Employee 1	Employee 2	Employee 3	Employee 4	Employee 5	Employee 6	Employee 7	Romeo
08/14/84 Accident; \$210 damage to truck. <i>Written.</i>	01/17/97 Accident; snowplow & car, \$800 damage to truck & car. <i>Verbal.</i>	12/12/97 Private work on Twp. time w/ Twp. equip. & Twp. materials. <i>Written.</i>	02/07/76 Accident; truck hit pickup. <i>None.</i>	03/16/95 Accident; truck backed into Twp. garage. <i>None.</i>	1986 Falsified a public doc. <i>Unknown but not fired; balance of disciplinary record, if any, unknown.</i>	01/29/90 Accident; truck in ditch. <i>Not at fault, but susp. from op'ing Twp. equip. due to driving record. Fired 03/26/99; Rehired.</i>	11/23/94 Coffee incident w/ Bokesch. <i>1-day susp. w/out pay.</i>
04/26/91 Accident; truck. <i>Written.</i>	04/17/98 Horseplay & profanity in public. <i>Verbal.</i>	04/08/98 Accident; truck & other worker injured. <i>3-day susp. w/out pay, 3 mos. prob.</i>	10/31/83 Accident; truck backed into Twp. garage. <i>None.</i>	07/29/98 Accident; truck backed into Twp. garage. <i>Verbal.</i>			03/29/95 Twp. veh., private trash. <i>Verbal.</i>
03/14/93 Accident; truck & veh. <i>2-day susp. w/out pay, 90-day prob.</i>	01/02/99 Accident; plow & sign. <i>Written.</i>	03/05/99 Failed to call off work. <i>Verbal.</i>	07/15/88 Accident; truck in ditch. <i>None.</i>	11/17/98 Damage to Twp. equip. <i>Verbal.</i>			09/27/95 Twp. veh., private trash. <i>Verbal.</i>
10/14/93 Accident; truck & veh. <i>3-day susp. w/out pay, 90-day susp. of driving priv. w/ Twp.</i>	01/15/99 Accident; plow & utility pole; minor damage to truck. <i>Verbal.</i>		09/13/94 Accident; hit monument w/ truck, minor truck damage. <i>None.</i>				06/07/96 Accident; truck backed into car, damage to car. <i>Written.</i>
05/21/98 Accident w/ truck & Twp. garage door. <i>Written.</i>	01/27/99 Insubordinate w/ Lewis. <i>None.</i>		03/09/98 Accident; truck backed into car. <i>Verbal.</i>				07/30/96 Sleeping on job. <i>Verbal.</i>
06/07/98 Sexual harassment. <i>5-day written susp. w/out pay, 1yr prob, demotion; no supervisory pos. for 5 yrs.</i>							08/06/96 Insubordinate <i>1-day susp. w/out pay, 6 mos. prob., removal as supervisor.</i>
							01/23/98 Accident; Twp. truck & garbage truck. <i>Written, 3 mos. prob.</i>
							06/02/98 Accident; personal veh. hit Twp. garage door; personal dump use. <i>Fired.</i>