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Concealed Handguns

House Bill 12 was signed by Governor Taft on January 8, 2004, and will be effective April 7, 2004. It will permit an individual to carry a concealed handgun if the individual meets certain minimum requirements and obtains a license.

The minimum requirements necessary to obtain a license to carry a concealed handgun include, but are not limited to:

- A written examination
- Physical demonstration of firearm handling skills
- Completion of a weapons safety and training course (10 hours related to weapon and ammunition handling and 2 hours related to open range training)
- Extensive criminal background checks

The new law requires a 45-day waiting period after the minimum requirements are met.

Private employers may prohibit concealed firearms on the employer's property, but the private employer must have an employment policy prohibiting employees from carrying concealed weapons. The employer may also prohibit concealed weapons in employer owned automobiles. Termination of an employee for carrying a handgun without a written employment policy may result in wrongful discharge. For those employers who currently have a weapons policy in place, it may be a good time to revisit their policies to make sure the policy is broad enough to incorporate the new law.

Concealed handguns are not allowed in liquor premises, open air arenas, schools, airplanes, government buildings, public and private colleges, churches and day care centers.

Small Business Fraud

Fraud by company employees is not just a problem for big businesses, but also for small businesses. In fact, the average fraud claim for companies with 100 or fewer employees is \$127,000.00, while in larger companies the average fraud claim costs \$97,000.00.

Some suggestions to prevent fraud include background checks of employees prior to hiring, countersignatures on large checks and someone other than the bookkeeper reconciling bank statements. Of course, fidelity insurance coverage, protecting the employer from employee theft is also an option.

Online Software Contracts

Most courts have found that contract terms, relative to online software purchases, that are clicked on as "accepted" or "agreed" is sufficient to form an enforceable contract. The problem is that new online agreement terms for software purchases are being presented via link to a different web page, which may, but do not necessarily have to be viewed prior to downloading. Therefore, a possibility exists that a contract is based upon unread contract terms and conditions. The Ohio Legislature has not yet addressed this issue, however, about a dozen states have passed laws which provide for enforcement of contract terms on separate web pages.

Non-Compete Agreements

In the past, Ohio appellate courts have been split over whether continued employment is sufficient consideration for the enforcement of non-compete agreements executed after employment has began. The Ohio Supreme Court in the case of Lake Land Employment Group of Akron, LLC. v. Columer has resolved this issue by holding that the continuation of an at-will employment relationship, which could be legally terminated without cause, is sufficient consideration to support a non-compete agreement executed after employment has began. Given the courts ruling in this case, employers may now require their at-will employees sign non-compete agreements without anything more than continued employment.

Workers' Compensation and Discharge

The Ohio Supreme Court in the case of Coolidge v. Riverdale Local School District, has recently held that employees who are temporarily and totally disabled as a result of their work-related injuries have a right not only to the compensation provided under the workers' compensation act, but also to "whatever period of absence from work is deemed medically necessary to complete their recovery or stabilize their injuries."

As a result, an employer is not permitted to discharge an employee for being absent or unable to work due to an injury for which the employee is receiving temporary and total disability compensation even if the employee has exhausted all of the employer's leave benefits.