

**Before the State Employment Relations Board  
State of Ohio**

**In the matter of**

OLMSTED TOWNSHIP Board of Trustees  
Employer

2013-MED-12-1584

Case No. ~~2012-MED-10-1~~  
~~1226~~ /

And

Sandra Mendel Furman,  
Fact finder

OLMSTED TOWNSHIP PROFESSIONAL  
FIREFIGHTERS  
IAFF Local 2845  
Union

**FACTFINDER'S REPORT**

**For the Township**

Michael Esposito, Esq. and Kevin Shebesta Esq.

**For the Union**

Ryan Lemmerbrock Esq.

**Procedural Matters**

SERB appointed this fact finder by letter dated January 13, 2014. Scheduling was by mutual agreement. Pre hearing statements and amended pre hearing statements were received by the fact finder and served by each party upon the opposing party prior to the two (2) scheduled hearing dates.

There has been substantial compliance with OAC rule 4117-9-05 (F).

The hearings were held on March 27 and May 12, 2014 at the offices of the Department. The fact finder offered to mediate any/all of the issues. The parties engaged in mediation then proceeded with their proofs. A hearing was had on the disputed matters. The parties presented witnesses and multiple exhibits in support of their respective positions.

Michael Esposito Esq. and Kevin Shebesta Esq. represented the Township.

The Union was represented by Ryan Lenmmerbrock Esq The parties had engaged in two (2) bargaining sessions for a successor agreement prior to appointment of the fact finder. The instant matter was convened pursuant to re-opener language in the 2013-2015 cba.

At the date of hearing there were multiple issues left for determination by the fact finder: compensation; paramedic pay; health insurance; uniform allowance; working out of classification and multiple side letters.

The report is submitted at the date stipulated by the parties. The parties waived in writing the necessity for Findings of Fact and rationale. Therefore, the recommended language is set forth below.

**ISSUE NO. 1. Article 12 Uniform Allowance**

**Recommendation**

**It is recommended that the parties approve the following (current) language:**

**ARTICLE 12  
UNIFORM ALLOWANCE**

**Section 1. Uniform Issuance/Allowance.** All employees are entitled to purchase up to seven hundred (\$700.00) dollars of regulation clothing during each year of the contract and will be reimbursed upon presentation of a satisfactory receipt.

**Section 2.** All items purchased under this Article must meet the standards outlined by the Department in its operating procedures. The Employer agrees that in the event it institutes a change in the employee's uniform that requires the purchase of additional items by the employee, the Employer will reimburse the employees for the cost of the items (i.e., reimbursement is in addition to the uniform allowance set forth under Section 1).

**Section 3. New Hires.** Newly hired employees will be supplied with the following clothing items at the beginning of employment:

- 3 Long Sleeve Shirts
- 3 Short Sleeve Shirts
- 1 Blauer Jacket
- 3 Pair Pants
- 3 Department T-Shirts
- 1 Hooded Sweat shirt
- 1 Ball Cap - Department
- 1 Belt
- 1 Pair Shoes/Boots
- All Required Departmental Patches

**Section 4. Uniform Return.** Newly hired employees who do not complete their probationary period are to return to the Employer: all items of clothing purchased on their behalf.

**Section 5. Documentation.** All receipts for clothing purchases must be turned into the Township Clerk by November 15<sup>th</sup> of each calendar year or the employee will not be reimbursed for the purchases.

## **ISSUE NO. 2. Compensation-Wage Increases Article 19 –Appendix A**

### **Recommendation**

It is recommended that the parties approve the following language.

### **ARTICLE 19 COMPENSATION**

**Section 1.** The compensation schedule is set out and attached as Appendix A, which shall form a part of and be subject to all provisions to this Agreement.

**APPENDIX A**

Effective January 1, 2013-December 31,2015

**Fire Fighter/EMT**

Starting Wage	\$37,588.71
After One Year	\$42,676.66
After Two Years	\$49,471.06

**ISSUE No 3. Article 19 Paramedic Pay**  
**Recommendation**

**It is recommended that the parties approve the following language.**

**ARTICLE 19**  
**COMPENSATION**

**Section 1.** The compensation schedule is set out and attached as Appendix A, which shall form a part of and be subject to all provisions to this Agreement.

**APPENDIX A**

**Paramedic Pay**

Each employee certified as a paramedic by the State of Ohio on January 1<sup>st</sup> of each year of the contract will be paid a paramedic premium of **two thousand (\$2,000)** dollars in the first paycheck received in the following December provided that the employee remains certified throughout the year.

**ISSUE No. 4 Health Benefits Article 20**  
**Recommendation**

**The parties' current language should be amended as follows:**

**ARTICLE 20**  
**HEALTH BENEFITS**

**Section 1.** The Employer shall obtain and maintain in full force and effect a policy of hospitalization and medical insurance for each employee and/or the employee's dependents as may be eligible for coverage. This policy shall include a dental, vision and prescription program. For calendar years 2014 and 2015, an individual bargaining unit member's maximum liability for annual hospital and medical insurance coverage costs (e.g. employee costs associated with

deductibles, maximum out-of-pocket, co-pays, co-insurance, etc.), excluding the premium contributions set forth in Section 2, shall not exceed \$2,700 for family coverage or \$1,350 for single coverage. Employees have the ability to earn a Township-funded offset of the \$2,700 for family, \$1,350 for single coverage out-of-pocket costs through the completion of the wellness program set forth under Section 8.

**Section 2.** The election of single, dependent or family rests with the eligible bargaining unit employee. The Employer shall contribute ninety percent (90%) and its employees shall contribute ten percent (10%) of the monthly cost of health insurance premiums.

**Section 3 Insurance Changes.** Any plan that is mutually agreed to may be implemented in place of the existing plan in effect. The Employer may change plan offerings from year to year provided that the plan offerings are the same as those in effect for all other Township personnel (both bargaining and non-bargaining unit personnel, including elected officials) and the plan changes do not result in bargaining unit members' annual costs exceeding the maximum liability limits set forth under Section 1.

**Section 4. Spousal Coverage.**

Spousal coverage will be available only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. Such coverage to be subject to the carve out requirement must be offered as part of an Employer sponsored benefit package and not merely an unsubsidized/minimally subsidized offering made available through the Employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer or pay the difference between the coverage that the employee would be on were the spouse not enrolled on the township plan (i.e. single or EE/child(ren)) and the cost of coverage with the spouse enrolled (i.e. EE/Spouse or Family). Falsification of spousal coverage information may result in termination.

**Section 5. Coverage Coordination.** A bargaining unit member who is married to another Township employee is only entitled to coverage under a single-family policy from the Employer. For purposes of the coverage of dependent children, member's dependent children shall be permitted to remain on the Township plan irrespective of parental birth date.

**Section 6. Insurance Opt-Out.** Any member of the bargaining unit who elects to waive health and medical insurance coverage in its entirety (including dental and optical), meaning that they are not covered on the Township health insurance plan, shall receive a monthly bonus of \$250 per month for a waiver of single coverage and \$500 per month for a waiver of family, employee/spouse, or employee/child (ren). Employees must make such waiver request in writing thirty (30) days prior to opt-out payment being applicable, and must provide proof of

insurance to the Employer before choosing to waive the Employer's current policy.

Section 7. Dental/Vision Coverage. The parties agree that the Township will continue to provide dental and vision coverage to unit members. The cost of such coverage shall be borne by the Township and will not be included in calculating the parties' respective contribution amounts for coverage under this Article.

Section 8. Wellness Program. The Township shall offer a wellness program in which employees may voluntarily participate. The wellness program shall consist of the screenings specified and required by the insurance company implementing the wellness program. The Township shall fund the employees' HRA (healthcare reimbursement account) with the \$2,700 (family) or \$1,350 (single) offset upon receipt of notice of completion of the wellness program.

The results of employee screenings shall be kept confidential and shared only with the employee. Results shall not be provided to the Township. This does not prohibit notification to the Township of whether the employees completed the wellness program thereby entitling the employee to the out-of-pocket offset. An employee's failure to achieve/complete wellness components shall not constitute a basis for the Township to initiate any actions that may result in adverse employment actions against the employee. Adverse employment actions do not include an employee being ineligible for the out-of-pocket offset due to failing to achieve/complete the wellness components.

Section 9. Insurance Committee. A health care committee will be created for the purpose of providing the Township suggestions on the provision of health care services, reviewing benefit levels/plan offerings and discussing concerns with coverage. The committee shall consist of one (1) representative from each of the Township's bargaining units and a number of non-bargaining unit representatives and/or management representatives less than the total number of union representatives participating in the committee in order to allow for an odd number of voting representatives. The committee may discuss and by majority agreement issue recommendations regarding a change in health care providers or insurers or modifications to existing level of benefits for the following year. However the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee on such shall not be binding upon the parties.

## **ISSUE 5: Working Out of Classification Article 37**

### **Recommendation**

**The parties' current language should be amended as follows:**

**Article 37:**

**ARTICLE 37**  
**WORKING OUT OF CLASSIFICATION**

Section 1. Any member who is assigned to perform duties of the next higher rank due to absence for reasons such as illness, personal leave, vacation days, etc., shall be paid an additional two dollars (\$2.00) per hour for each shift so assigned.

**ISSUE No. 6. Side Letters**

**Recommendation:**

**Side Letters**

All letters shall be deleted.

Respectfully submitted,

*s/ Sandra Mendel Furman*

Sandra Mendel Furman, Esq.  
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**Certificate of Service**

An original and true copy of the fact finder report were sent by ordinary US mail to the State Employment Relations Board, 65 East State Street, 12<sup>th</sup> floor, Columbus, Ohio 43215 and to the parties' representatives on May 22, 2014. An electronic copy was also sent to the parties' representatives and SERB.

*s/Sandra Mendel Furman*