

RESOLUTION 078-2021

Settlement Agreement regarding Wellness with IAFF Local 2845

Be it Resolved by the Board of Trustees, Olmsted Township (Cuyahoga County, Ohio) that:

WHEREAS, Olmsted Township is a party to a Collective Bargaining Agreement between Olmsted Township and the International Association of Firefighters, Local 2845 ("Union"); and

WHEREAS, on April 24, 2021, the Union filed a Grievance contending a violation of Article 20, Section 8, and any other applicable articles of the Agreement; and

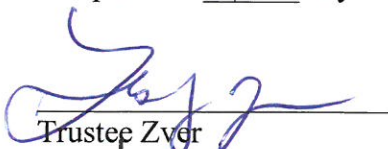
WHEREAS, the Township denied the grievance, but on a non-precedent setting basis and while continuing to deny the grievance and any violation of the Agreement, and under the terms outline in the attached Settlement Agreement Between Olmsted Township & IAFF Local 2845, the parties desire to resolve their differences as to the grievance;

NOW THEREFORE, be it resolved that the Board of Trustees Olmsted Township hereby approves and enters into the attached Settlement Agreement Between Olmsted Township & IAFF Local 2845;

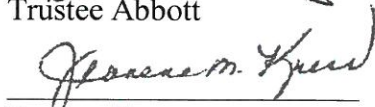
BE IT FURTHER RESOLVED that the Fiscal Officer is to take any required action with respect to earned wellness incentives to effectuate this Settlement Agreement;

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 28th day of July, 2021.


Trustee Zver


Trustee Abbott


Trustee Kress

**Settlement Agreement Between
Olmsted Township & IAFF Local 2845**

This Agreement is entered into by and between the Township of Olmsted, Ohio (hereinafter the "Township") and Olmsted Township Professional Firefighters Association, International Union of Fire Fighters Local No. 2845 (hereinafter the "Union") on behalf of itself and its members, who mutually agree to be bound by all the terms and conditions stated herein.

Whereas, the Township and Union are parties to a Collective Bargaining Agreement (hereinafter the "CBA"); and

Whereas, on or about April 24, 2021, the Union filed a grievance, labeled Grievance No. 2021-01, which is attached hereto as Exhibit A and incorporated herein, alleging the Township violated the CBA with respect to the administration of its Health Insurance and Wellness plan; and

Whereas, the Township has denied, and continues to deny, the Grievance and that it violated the CBA; and

Whereas, the parties, desire to settle the grievance on a non-precedent setting basis.

Now therefore, the parties hereby agree as follows as a full and final settlement of the Grievance pursuant to the following terms:

1. Solely in consideration of the matters stated herein, the Township will allow Local 2845 members who completed wellness credits between January 1, 2021 and June 30, 2021 to apply the amount of wellness credits earned by the respective member to that member's out-of-pocket health care expenses under the Township's health insurance plan from January 1, 2021 through December 31, 2021; this does not apply to the member's contribution to the health insurance premium;

2. The Union hereby dismisses the Grievance and demand for arbitration of the Grievance with prejudice and agrees that it and its members will not challenge the matters raised in the grievance individually or as a group in any other forum, including without limitation, under the CBA or before the State Employment Relations Board or any Court or agency. This dismissal with prejudice applies only to the Grievance attached hereto and any other challenge that could have been brought to the Township's administration of the Health Insurance and Wellness in 2021. This dismissal of Grievance 2021-001 does not waive the Union's right to file a similar grievance in subsequent years if another dispute related to wellness credits arises at that time.

3. This Agreement shall be non-precedent setting in any matters, current or future; this Agreement shall not be considered a waiver of or to prejudice the parties' respective interpretations of the CBA terms; further, this Agreement will not be considered an admission or evidence of any violation of the collective bargaining agreement or the Collective Bargaining Act (O.R.C. Chapter 4117);

4. Each party bears their own costs and attorney fees;

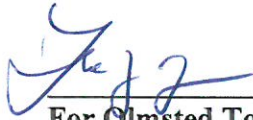
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5. All terms in this Agreement are material to the Township's and the Union's assent to these terms; The terms of this Agreement shall not be amended or changed except in writing and signed by all parties or their authorized agent;

6. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be adjudged to be invalid under applicable law, the remainder of that section and the Agreement shall continue in full force and effect;

7. This Agreement contains and comprises the entire agreement and understanding between the parties about the subjects herein; No other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute this Agreement, and all agreements and understanding between the parties are embodied and expressed herein.

IN WITNESS WHEREOF, the parties hereby voluntarily enter into this Agreement as of the last date set forth below.



For Olmsted Township Date



For the Union Date