

**BRUNSWICK HILLS TOWNSHIP TRUSTEES**  
**REGULAR MEETING**  
**June 26, 2018**

The Brunswick Hills Township Board of Trustees met in regular session on Tuesday, June 26, 2018 at Brunswick Hills Township Town Hall.

Board of Trustees Chair, Michael Esber, Vice-Chair John Witthuhn, Trustee Christina Kusnerak, Fiscal Officer Katherine Esber, Foreman Paul Magovac, Fire Chief Anthony Strazzo and Police Chief Tim Sopkovich.

Esber called the meeting to order at 7:00 PM and noted the meeting was properly advertised.

**PRESENTATION:**

**MINUTES:**

Esber moved to approve the June 12, 2018 regular meeting minutes. Witthuhn seconded. Kusnerak – yes. Esber – yes. Witthuhn – yes. Motion carried.

Witthuhn announced off camera items and actions by the board. Two executive sessions, one for employee discipline and one for employment. Out of executive session employment was offered as a BZA alternant after successful completion of pre-employment requirements. Adopted **Resolution 19-2018** referencing an employee's discipline. A certified letter is to be sent to another employee requiring their appearance at the conclusion of meeting tonight. Discussed an email received about a police department employee who is full time and only worked twenty-four (24) hours in an eighty (80) hour work period. No decision was made. We discussed the possibility of upgrading the phone system here, town hall and fire station upstairs; ours is working at this time. We are not considering it at this time.

**DEPARTMENT REPORTS:**

**Zoning Department:**

Esber reported Evelyn has nothing to report.

**Police Department:**

ME = Chair. JW Vice-Chair. CK=Trustee. KE=TFO. PC = Police Chief. FC = Fire Chief.

P.C. I have not requests for the board, but I understand that they want to clarify some information on the scheduling working hours.

M.E. Yes, did you get the stuff from Johnathan today?

P.C. Yes

M.E. OK and I sent that to Chris and John. Are you guys ready to discuss?

C.K. Well, I got it, but I haven't read it yet.

M.E. OK then, Tim, I see that you sent a School Resource Officer policy, 345?

P.C. Yes

M.E. OK, if I may ask, in 345 I didn't see anywhere in there where it specified hours worked.

P.C. That's correct it's in the.....first let me back track on this.

M.E. OK

P.C. I think it was made very clear that the meeting with...before the board, with the super-intendant of the school district, with Chief Ohlin, School resource Officers with the City of Brunswick, that Brunswick Hills would be putting on an officer, fulltime in the school district, he would be working forty hours a week during the school session and management rights on my side that he would be working a modified schedule for covering shifts that are mandatory that I might need covered. His classification is a school resource officer, he is a patrolman, but he is classified as a SRO. In the contract that is where he is at the lower pay rate, that is almost nine dollars an hour than a fulltime patrolman, with that working those hours and the board is fully aware of it because we've had discussions in the past when we had to have the prosecutor's office opinion, an employees that are part-time that go over the fifteen-hundred hours on a year and I know it hasn't happened on the police side of things, I always kept my part-time, below that. But I do know, as an example the fire department it had to have a special request for that employee to work additional hours and not have the extra coverage as far as benefits the benefits package we are which we are offering the SRO. With Tom Walsh as SRO he was offered that position, he agreed to it, there was discussions in meetings with FOP, they agreed to it, they have no issues with him being employed as a fulltime employee, he will work over these fifteen-hundred hours for the benefits package. State law, there is no set rule on what is a fulltime employee, what is a part-time employee there are some affordable health care issues as for as thirty-two hours being that during the winter months and school months he will be working forty plus hours, maybe more depending on what the schools needs are, he was only in the school district from, when did he go in in March is when I think he was approved, April, May and June. He does follow under the contract, the contract really does stipulate his hours for vacation, sick and so on. That was agreed upon by FOP so he does fall under the collective bargaining agreement as all the other fulltime patrolmen. The only difference is his pay and the understanding that his...the majority of his hours would be done during the school session. During the summer months there are plans that I do have, I'm still waiting to get those approved as far as setting up programs for the summertime, so that he will be working some more hours, again, he is new to the department, he hasn't

completed his one year probation which that means he does not get any vacation time or sick...he starts to accumulate sick time but no vacation time. With his position that he's in, I really don't foresee him having a lot of overtime. Overtime does come in under FLSA having 2080 hours a year, any employee that works over that forty hour work week, you are entitled as an employer to be paid time and a half of their wages. So with Walsh, he should not be getting any of that time and a half, he should be well under that forty hours for the year, 2080. That's pretty much what I have. I did get information from the attorney and the attorney is... are basically agreeing saying that there are several departments that are doing the same thing, Chief Grice from Montville is also during similar things; he did get guidance from our prosecutors office, same one we get guidance was the same thing was the fifteen hundred hour for per year for employee.

M.E. OK, now I did talk with Brian from the prosecutor's office, Mr. Richter and his statement to me was the fifteen hundred hours is not relevant to the police department because you guys are a union and their non-union employees.

Tim OK

M.E. And then on several occasions I was texting back and forth with Johnathan today. And then I sent him a copy of the March 13<sup>th</sup> regular meeting minutes and in the minutes you were clearly asked, "Will he be a full time officer?" You said, "Correct".

P.C. Correct.

M.E. and then Mr. J.W. again asks, "Is he still going to be a full time employee throughout the summer?" And you said, "Correct".

P.C. Right he's still classified as a full time employee all year round.

M.E. OK, but...

J.W. My follow-up question, "So was he still going to be working forty hours?" And you said, "Correct".

P.C. He is working forty hours, not during the summer months and before that I think if you would please, I'm not familiar with, read, I was at the meeting. I know what I said. If you could read what was prior to that I did state the same thing as I said here, that summer months he would be limited working hours.

J.W. Right, you did say that and then my statement was, "Right, I guess what I'm trying to understand is; is he still going to be a fulltime employee throughout the summer?" You said correct. I then said, "So he's still going to be working forty hours?" you said correct.

P.C. Correct, he is working forty hours, during the ... I think there is a miss-communication, I apologize if there any. If you can give me the page prior to this where I ...

M.E. I don't have the other page.

J.W. That's all...

C.K. This one or is, it the same, is that what you have?

P.C. Right this, before this, before Trustee J.W. ask me the question there was a statement before that were I said the same thing that...

C.K. I don't have that one.

M.E. I don't have that either, that's all I have,

J.W. I'll just, on my end, just cut to the chase. We hired him as a full time employee. Fulltime employee works forty hours a week; if you're reading I can wait.

P.C. I'm sorry the meeting minute that I have, that were typed, that were approved, aren't the same that as on camera, the ones that were on camera I did state, specifically state; I miss understood, if you misunderstood that, the forty hours is during the school months.

J.W. OK. First of all ....

P.C. And that's the way...its gona; it'll stay as Fort...

J.W. Well, not in my opinion, first of all there was no miss understanding on my part. I was clear ...

P.C. There's a misunderstanding on my part...

OK MIKE

J.W. OK

P.C. The way I answered, if I had the, I see this is a, someone must have typed the actual meeting.

M.E. Yes we went back to the tape.

P.C. OK

J.W. If I could finish my thought, so the request stated was for a fulltime employee. Full time employment as long as I have been here, has been nothing less than forty hours a week, fifty-two week, as you mentioned 2080 hours, that is what he was approved as. Again if you misunderstood, OK, but it was very clear at that point we were talking about summertime at forty hours. I have an issue, I think we have an issue as a board, if we're allowing a part-time employee to take

fulltime benefits, I mean of the benefits of being a fulltime employee is a great benefit package at, what is it now, 12% cost, I think it is. So if you have someone that's working twenty-four hours in pay period verses someone working eight hours in a pay period. That's not fair! You're working eighty hours to get benefit, I think, well; number one, from my position I, well I accepted what was said that day, he was hired as a fulltime employee, not fulltime during the school months and less time day the summer, that's why I clarified it. I think we're opening ourselves up a huge liability that any employee can then say, Well, I want to work less hour in the summer". The other thing that was said was you said, "The contract applies here to him", the contract only refers to eighty hours in a pay period, eighty hours in a two week pay period.

P.C. Well, I apologize to you; there was a miss-understanding, but, I was very clear with the school board, Trustee C.K. was in those meetings with me, that we would have someone available for forty hours a week to provide safety and security to the school district. To provide it to the majority of the kids at those middles schools, he would agree to a lower pay rate of \$20.91, as far as the summer months goes; as far as budgeting aspect of it, to stay within the means I have to work within the means the township, on what the levy monies are coming in for me, even as giving him the benefit of having medical is cost the township; I'm just throwing out number, so please don't hold me to that as being stated as a fact, I'm just throwing out numbers, but I gestimated \$47,000.00 for him for 2018, to provide security to the school at that hourly rate and that is also including his benefits and the benefit package that's he's getting is for medical is \$10,000.00, that is the township is paying for him. So for me getting a professional, that is a patrolman, that is a seasoned, experienced officer I, think township is making out very good as far as putting a person who is willing to perform those duties in the school at \$20.91 with a package of having a benefit which I believe is another addition to maintain good employees.

M.E. I don't think, Tim I don't think that is the question, I think it's the misunderstanding, I, think we were under the impression he was going to work a forty hours work week, eighty hours in a two week period. I don't believe that at any time I ever thought he was going to work any less than eighty hours a pay period.

P.C. It's....

M.E. I mean listening to what was said and reading and then you're paying, basically on his pay, your 36 hours, 80 hours or whatever he gets 4.60 hours in sick time...

- K.E. 4.6
- M.E. 4.6 in a pay period, two week pay period. Now, everyone else is working eighty hours to earn 4.6 sick time I; I mean there are so many variations, that's the problem I'm having.
- J.W. And I want to be clear, I'm glad we have him as a fulltime officer in the schools and I don't think anyone on this board is questioning that. I agree with everything you said to have him in the schools fulltime, that's awesome! The only problem I have is, he is either fulltime year round; meaning working fulltime hours year round or he's part-time year round. You can't have it both ways, in my opinion.
- P.C. And I think if we could read everything the attorney, the township attorney has written I think I'm well within the reasons that we can do it, there are other departments out there, other jurisdictions that are doing the exact same thing that I'm doing.
- J.W. But, he's tied to a contract that clearly says he works eighty hours.
- P.C. And other departments are doing that same thing. And I did have a meeting with the...
- C.K. Can I jump in there?
- P.C. Yes
- C.K. for a quick second, we keep talking about the contract and yes the contract does state that; however, the union members that belong to the contract do not have a problem that.
- J.W. But, I do.
- C.K. So, if the union members do have a problem with this we would have seen a grievance about it; I'm just throwing it out there just for...
- P.C. That is correct.
- C.K. just for discussion.
- P.C. just before...
- C.K. That's all I'm sayin.
- P.C. Prior to this I did have a meeting with the FOP, and John this is the same union you belong a part of too; I do think there may be some issues we got to be careful on.
- J.W. Tim!
- P.C. the union...
- J.W. Please! Stop!

- P.C. the union...
- J.W. Stop! Right there please!
- P.C. the union...
- J.W. PLEASE DO NOT! Please do not try to confuse the issue with throwing a union; some kind of union thing in this.
- J.W. I know my job as a trustee.
- P.C. There is no union
- J.W. My job is to protect the township. I am clearly attempting to do that at this point. It's not a union issue, it's a township issue and my job as a trustee...
- P.C. I understand that!
- J.W. is to protect the township and its liability issues.
- P.C. I understand that.
- J.W. Ok, then you need to add the other item.
- P.C. The union has had no issues with it, this just recently. I did contact the union steward's to see why this issue has been brought up, if there was something that was filed with the union attorney's to address this; the way I found out about this was from the township attorney contacting me saying the board has some issues and is I could I just explain it and answer some questions about what my status is with the SRO and his hours. I believe we will not have any issues with the union. If there are somethings that the board feels, that need to be added to the contract to protect the township. If there's issues as far as sick pay or something, I the union would have no problem sitting down with me and negotiating and doing a memorandum of understanding so that we can clarify these issues. Again he is classified as a SRO, he does fall under the patrolman contract, there are things that defiantly could be tweaked if the board decides that sick time needs be taken away, he is paying his 12% of his share of his medical. So he's not getting it for free. He is paying what everyone else is paying but if there are some other issues. I know the union or the township attorney said he would like to speak with us and amend and see if there is any of these issues have come up, my understanding there are no issues from the FOP.
- C.K. The ot...
- M.E. Well...go ahead Chris.

- C.K. The other thing the attorney mentioned is that this is; there's no precise answer and being that this is fairly new, you know how everyone has some sort of answer; questions to be answered.
- J.W. Do you have his letter?
- M.E. I do.
- J.W. I know we're not reading the entire letter, just picking stuff out to it, but it says, the attorney says, it is understood that the police department has recently developed a position SRO is considered a fulltime officer and a specialized assignment, not a street patrol officer, the current SRO is a new position, if the understanding is the position is not fulltime or is not under the union contract, then several assumptions require modifications. To me he was hired fulltime and he was. I think your starting statement was you wanted to hire him as a fulltime patrolman as SRO. I certainly have NO problem keeping him fulltime, he just needs to work fulltime hours, year round.
- M.E. Well, it was also stated in here that it is understood that the SRO separate classification and paid at a lower rate than fulltime street patrol officers. It is understood that the SRO is to work street patrol during the non-school months. I mean, our attorney said we could call him and talk to him. I don't know at this point if it's going to do good or bad. I know here where you're coming from money wise, Mr. Richter and myself did some figures on the phone when we were talking to him about what it would cost us at \$25.00, the first year or as fulltime.
- P.C. If I put him fulltime he's gonna come out of, take him out of the SRO classification, then I'm going to be paying over a hundred thousand dollars to keep him fulltime employee. Right now I'm paying \$50,000.00 to get a needed security in the schools, he's willing to do that. I don't know think there's too many fulltime patrol officers out there willing to take a twenty dollar an hour, forty hours during the school months and deal with that job.
- M.E. We did have a SRO some time ago.
- P.C. That is correct.
- M.E. Klopfenstein, correct?
- P.C. That was correct, that was one of the parts the school board made clear they did not want to have a part-time officer that was there only two days and then leaving and then coming back in. I reassured them that, I really do feel that the school needs that security. We don't even have enough guys. One city officer is handling one middle schools, one high school, which 2000 resident's... students

going to. Patrolman Walsh has the two other middle schools, Patrolman J.W. had the seven to eight elementary schools. That's a lot for this area. I don't think I'm going to get another employee and again it was offered to; my full time staff, prior to be coming up this, to see if any of the full officers would be willing to take that assignment. Again they would have to take a cut in pay for me to do that, because right now the way the operations of the department are, I have two patrolman on at all times during the; in the township, taking care of emergencies. I can't pull from that and dedicate to the school, so having Walsh come in, that was my answer to provide needed security; to that I felt that needed to happen immediately. As the years go on, once his training is done, again he will have forty hours, in two weeks, he's going to a two week school. He would have had another two weeks school training during the summer months if he's able to take vacation or comp-time, that's what he would utilize during the summer months. I also have a plan that he would be utilized during the summer months for drug awareness training and seminars and schools within the township and his position would not take away or hinder any of the other operations that are needed in the township as far as patrol.

M.E. Last quarter we did roughly 201 ½ hours of overtime at a cost of \$8,870.22.

P.C. Correct, it's probably close. I don't know.

M.E. Well, it was. I think...

C.K. Did he get a copy of that report?

M.E. I don't know if he did or didn't.

C.K. Did he receive a copied on that report Kathy?

K.E. Probably not, I mean I think you guys asked for it.

P.C. A lot of; the majority of the overtime...

C.K. I didn't ask for it.

M.E. I did.

P.C. everyday there are four to five subpoenas coming in for officers, every day for court, majority of overtime is paid out for court. Last pay period I did an over the normal budget amount for overtime, simple fact for that is I have to follow the rules and regulations and things I'm bound to by the contract, contract says I will have to have the schedule thirty days in advance; I can't make any alterations to the contract to attempt to avoid overtime. With that being said I had already scheduled Patrolman Chalupa to several hours throughout the whole schedule, unfortunately, had to go out on emergency medical surgery. During

those hours, those hours had to go back to, according to the union contract, to seniority, highest members seniority, down to the lowest one to fill the slots, were already scheduled so, yes, the last two weeks, then three weeks when Chalupa went out there was a lot of forced, mandatory overtime. The shifts had to be covered. And a lot of the other hours are officers going to court which is three hours according to the contract for the court appearance.

M.E. But we, we have employees or residents, excuse me residents, not employees that are questioning us on overtime hours. And you stated that when you go to the FBI training that our overtime would not be a problem; would be manageable is the word I think you used.

P.C. I'm a salary employee, I don't get overtime.

M.E. NO, NO, NO I understand...

P.C. The duties of the Sargent's will, we are in the process of trying to find another third shift Sargent. Once that is done my duties will be divided with them during the time that I'm gone.

M.E. John do you have any more questions?

J.W. I don't have a question, just, we don't have a hybrid position in the township. You're either fulltime or you're part-time. And I don't want here to be any questions; I want security in the schools, I think it's great that he's there, I'd like him to stay there. I'm not asking anything other than that; however, I'm asking to protect the township and we need to have him work forty hours per week, that this board had, at least, I can only speak for myself, is asked as a fulltime employee, he asked to be a fulltime employee, he was hired as a fulltime employee. I tried to clarify that he would be working forty hours during the summer, I'd even asked you, is he going to make a different rate when he's patrolling. You said No, he would be making the same rate wither he's patrolling or in the school.

P.C. I misunderstood the question. I don't remember what happened three months ago, the draft you guys gave me for meeting minutes, I don't have the meeting minutes in front of me. I know I was very clear with the same thing I stated tonight, forty hours during the school hours and minimal hours during the summer months, that's what I requested the board to approve as a fulltime officer with benefits with the collective bargaining unit in agreement for Tom Walsh. And it was approved. And I apologize if there was some misunderstanding. That was not my intention to, but it was very clear from the get go and even very clear to Patrolman Walsh when he, when I brought him in to interview him for the position. He was, he understood that during the summer

months his hours would be cut and he would have to maintain his percentage, his contribution to the medical benefits.

J.W. Does he have an issue with working fulltime of the summer?

P.C. I have not brought that up to him. I have a problem with it from a budget stand point. I think I'm opening myself up to; the regular union, the union members that are making the 29 dollars an hour, if Patrolman Walsh is now having to perform all the full time duties as the same patrolman he's working next to, I think then he would a legitimate grievance, that he should be getting paid for...

J.W. Which is why we ask that question.

P.C. and ultimately the township is going to be paying more for that, now and right now I don't need the third patrolman now out there. Some hours will drop off once I, the overtime hours will drop off once I get this third sergeant on. Where I have Walsh is a specific assignment. School Resource Officer and fill in wherever needed, if needed.

J.W. In my opinion we need to either move him to part-time today or we need to make sure he's working forty hours a week.

M.E. Johnathan in his letter and his last text to me was that you, myself or Chris, being that she's the liaison, need to set down and clarify a lot of this. I mean we, I mean that was the last email I got from Johnathan and he was prepared for tonight if we needed to talk with him. There's a list of questions, I mean a lot of questions.

P.C. I think if the board looks at the thirty-two hour minimum per year that the fifteen hundred hours a year, that's what the IRS, for the affordable health care act for employee, if we do offer benefits for an employee in a classification that we offer and we do, that we are to give that employee the same benefits as a fulltime officer. And its added up per year so the forty hours he's work during the school is gonna add up to that and we will be over the fifteen hundred hours for the year.

M.E. I don't know if that, being that you're a union with the police department, I don't know if that has anything to with a union employee which that is what he is. He pays his dues. Chris?

C.K. I, for me, I have not had a chance to look at this, your policy, just so we know that and on; from my point of view I do not have a problem with what your trying to do with this department and resource officer.

P.C. Thank you

- J.W. So, you're ok with him working less hours in the summer and still receiving full benefits?
- C.K. Yea, I am.
- J.W. OK
- C.K. at \$20.91
- J.W. Even the contract says if you're not working your fulltime hours, you can have a leave of absence, but you have to pay for your benefits...
- C.K. He dose pay for his benefits.
- J.W. The cost of the benefits, not the twelve percent.
- M.E. Well that and then we would have a part-time fire department would be opening a can of worms?
- C.K. Well these are questions that need to be answered.
- M.E. That's what I was trying to do, trust me, it's not easy getting answers from attorneys.
- C.K. I don't think the answers are going to come tonight.
- M.E. I'm only bringing all the information I gathered today. Tim was copied everything.
- P.C. I would have been able to provide more information. Really wasn't sure what we were discussion tonight. So, I don't have all my facts together so I apologize for that.
- M.E. He did copy you on everything correct Johnathan?
- P.C. Today I did get, I got it at 430, when I was getting ready to leave.
- P.C. Yes, I got them about 200 he sent it out, 230, like I said was on the phone with Mr. Richter quit a few times today. Because I was trying to get clarification. I mean there are so many things that are a problem that we need to straighten out and I appreciate the fact that Mr. Walsh is willing to take less pay and I don't want to put him in the middle of this...
- J.W. I agree,
- M.E. I don't believe he deserves to be put in the middle of this and he's possibly the person that could get hurt by this and that's the one thing I do not want to see happen. I mean he doesn't deserve it. He's doing the township a favor and the City of Brunswick a favor by being an SRO. I mean at the reduced rate of pay,

but I wonder at some point would we have been better off paying him the first year payment of 25 an hour and next year full pay...

- P.C. I have a very limited, five year levy and what I want to do that the department and put on another supervisor, it's really needed. For example, our busiest call volume we ever had was last year, July 2017, we had over 800 and some calls for the month. This past May we had well over 970 calls. So we are getting busier, a lot of it is because we now have officers that are out there that are proactive, that can find things that people are doing wrong in the township. They can help and assist and we're doing a lot more services than we've ever done. It's the largest the department has ever had. We have fourteen guys, nine patrolman are out there and they're doing a good job. Again, the SRO classification is also providing security in another branch of this police department to our residents that we've never been able to do and for the first time we've accomplished something within the Brunswick School District, we never had an officer dedicated to two schools and he gets to know these kids and it's a great opportunity for this community and for him. I'm not going to have too many more officers that are going to want to take on that position and to be honest, I'm not going to be able to budget and pull a patrolman off of my schedule to assign him to the school district at that rate.
- M.E. The problem is, if we get sued, how do we defend this, Tim? I just, I mean my biggest fear is, I don't want to see Officer Walsh in the middle...
- P.C. I don't see liability for a law suit, I don't, I don't know...
- M.E. Well like I said...
- C.K. That's a question for the lawyers.
- M.E. Right, I tried to, he said he would be willing to answer some questions tonight. I did what I could, but, I could no talk with him to day because he was in and out of court all day today. So everything was through email, he sent this through email, I forwarded to John and Chris as soon as I got it in, I mean...
- P.C. I spoke with Johnathan at great lengths and he agreed with everything I was doing and had no issues and the FOP has approve him with anything...
- M.E. Well and the problem is with his letter even he says it a progress, it's still going on. He doesn't even know what it will turn out to be and...and... see some of the stuff I didn't have any idea, the SRO request time for June 2018 and it would be unpaid. Is that why you worked the thirty-two hours, because he took off?
- P.C. Yes, he was scheduled, he had something come up, he does not have vacation time, does not have comp time so it's unpaid leave.

M.E. And the last pay he worked sixty-four hours. I saw...

P.C. Yea

M.E. I'm not expecting you to, only making a point. That's what he worked, sixty-four hours. John do you want to move forward or do you want to wait until we get a little more information. What's your opinion?

J.W. I think my opinion is clear.

M.E. You're ready to move forward?

J.W. I think at least for the time being. I mean if there was a misunderstanding, OK, but at least lets correct that misunderstanding. This board hired him as a 2080 hour employee that was my understanding. I think that was this entire boards understanding...

M.E. I have to...

J.W. I'm sorry continue...

M.E. I have to say it was my understanding.

J.W. So if there's a misunderstanding, OK. We'll say no harm, no foul, but let's correct it. Let's not keep, keep making this mistake. I can only tell you that if we could revisit the check, go back to March 13<sup>th</sup> meeting, I would have never approved this. Like I said, I think it's a liability for the township. We have firefighters; not to put you on the spot. We probably have firefighters in a week's period may work, I'm guessing, forty hours and the next week ten hours.

F.C. They can work up to ninety-four hours in a two week pay period.

C.K. ahu

J.W. Up to ninety-four hours?! So more than full time hours. We're talking about volunteer/part-time firefighters.

C.K. ahu

J.W. Um, so they can work that, but the stipulation is they can't go under fifteen hundred...

C.K. Over

F.C. Over

J.W. I'm sorry over, thank you, can't go over fifteen hundred.

F.C. Yes

J.W. I think we have a huge liability problem. I think we need to correct it right way.

- C.K. I think we need to figure out what the liability is, because the ORC code that specifically states the fifteen hundred for fire personnel. I think we need to figure that out before we make any decisions. I mean we need to be talking apples to apples.
- M.E. Is there...
- C.K. not oranges to apples.
- M.E. Is the fifteen hundred hour rule specifically fire department?
- C.K. That's the question, I can't remember.
- J.W. I think that's what Tim said, that the...
- P.C. Thirty-two hours a week is what IRS considers for the affordable are...
- C.K. And what does the...
- J.W. Average of thirty-two?
- C.K. What does the FLSA, Fair Labor Standards Act say?
- M.E. Chris, I don't know.
- F.C. ORC, fifteen hundred hours for part-time for township employees, does not specify if their road department, fire department or police department, whatever...fifteen hundred hours, for the affordable care act it's fifteen hundred and sixty hours; is our threshold and that is done with what is call a look back period. You can establish what that look back period is. Are you looking at it in two weeks increments? Are you looking at six month increments or are your increments for a year?
- M.E. So, is there any motions on the table?
- M.E. I will make a motion that by next meeting that this has to be clarification on this by our attorney's on this or that we're gona have to take a move as far as full time/part time employees. I don't know what else we're gona do. This gives us a two week period to talk with attorney's and get everything clarified. I've done all I can, you've been copied on everything I've gotten. I can't do anything more than that. But I can't continue to pay somebody fulltime benefits working less than eighty hours in a pay period. So that's where I stand, the next meeting
- C.K. Well, I don't stand with that.
- M.E. I understand that, but that's my stance and I think John is very specific on...he feels it should be eighty hours a pay period.
- P.C. So...

C.K. So what's your motion?

M.E. I'm saying that we hold off until the next meeting and we move...

C.K. Are you making a motion to do that...

J.W. Yes

C.K. or are you just stating it?

M.E. No, I'm making a motion to do that.

P.C. I'm confused on the motion, am I, do you not want him working now or do you want him working, are we just...

M.E. I don't want to make any changes at this point, until the next meeting. I will do everything I can to get more clarification from our attorneys and I can't do anything else but go by what their classifications are. I'm trying to do everything I can and you've been copied on it all. We both read things differently in this...

P.C. I will provide; I'll pay to get the last meeting minutes typed up. But I do; I know I stated, I been very upfront with the board that schools hours forty hours during the school weeks and then minimal during the summer months.

M.E. I didn't see that anywhere.

P.C. If there was any confusion I apologize.

J.W. No, that was stated and that's why I came back and questioned what we are taking about; a fulltime employee, are we talking about a full time employee

P.C. Right,

J.W. during the summer months.

P.C. My request was full time, my understanding of Walsh's...he is a fulltime employee, he will be working more than fifteen hundred hours in a years' time period.

M.E. OK, so that's my motion.

K.E. So your motion is to get clarifc...; leave everything the same...

M.E. at this point.

K.E. at this point, get clarification in writing...

M.E. Which is what I've been trying to do from our attorney's.

K.E. by the next meeting.

M.E. Yes and one way or the other it's going to be handled.

P.C. OK

M.E. I appreciate you standing up there trying to give our end of it.

K.E. Is there a second?

C.K. I'll second.

K.E. John;

J.W. I am not OK with part of the motion, with keeping everything the same as it is now. I will vote No.

K.E. Chris

C.K. Yes

K.E. Mike

M.E. Yes

Motion Carried.

### **Fire Department:**

Strazzo presented the following:

- Request purchase order in the amount of \$1,314.00 to Warren Fire Equipment from line item 2192-220-360-0000 Contracted services. Annual SCBA Flow-test certification. Kusnerak moved to approve. Esber seconded. Witthuhn – yes. Eber – yes. Kusnerak – yes. Motion carried.
- FF Pekar and FF Anderson, both had accepted fulltime positions and took a leave of absence. After returning they found it difficult to balance the two departments. Strazzo asked the board to accept their resignations. Esber moved to approve and thanked them for their service. Witthuhn seconded adding regret to see them go. Witthuhn – yes. Esber – yes. Kusnerak – yes. Motion carried.
- Congratulate Tom Keppler from BAT TV on his promotion to Station Director. Strazzo explained how Mr. Keppler assisted in many fire department videos; also thanked him for keeping him in the slim frame. Esber asked if it could be used on all.
- Strazzo explained that in light of the Mentor officer killed this past weekend; how important it is that we pay attention, slow down, move over, stop texting and be mindful of all township vehicles when driving. Strazzo stated that the worst thing for a chief is to send personnel to interstate 71, with car traveling 70 to 80 miles per hour.

- Strazzo reminded those with pools to be aware. Pay close attention that gates are locked. There was a call for a four year old child drowning in Medina County this past weekend; child's status is unknown.
- Strazzo asked if the board had made a decision on the fire levy. With the changes made in filing for a levy it is important to get everything done in a timely manner. Esber said it would be ready for the next meeting.
- Strazzo requested an executive session for applicant interview.

Esber explained about the dog giving CPR that aired this weekend. The board thought it funny and considered sending it to Chief Strazzo.

### **Service Department:**

Paul Magovac stated he had no report, everything was running smoothly and then discussed projects that's where happening in the township for five to seven minutes. Watch for barrels around the township where work is in process. Tree trimmers are out, Ohio Edison is working within the township, as well as Medina County Highway. There was additional discussion of future projects and the preparation for those areas.

### **TRUSTEES' REPORT:**

**Mike Esber:**

**John Witthuhn:**

Witthuhn received confirmation from the Ohio Department of Natural Resources that the township will in fact receive \$100,000.00 for a capital improvement project. Witthuhn reminded everyone about the discussions of a new administration building and/or park on the property we were given last year. There is a lengthy packet to fill out and sent in. Once accepted there will be a contract to be signed; once all that is complete O.D.N.R. will request the funds be released. Witthuhn asked for permission to complete the packet and submit it to the state. Kusnerak moved to authorize Witthuhn to complete the packet and sign on behalf of the township. Esber seconded, thanking Witthuhn for his hard work. Witthuhn – yes. Esber – yes. Kusnerak – yes. Motion carried.

**Chris Kusnerak:**

July 3<sup>rd</sup>, 2018 Brunswick Hills Police Department will interview applicants for the sergeant's position.

### **FISCAL OFFICER'S REPORT:**

There are warrants to be sign and the purchase order requested earlier by Chief Strazzo. The board, fiscal officer and Chief Strazzo confirmed the purchase order was approved earlier in the meeting.

## **OLD BUSINESS:**

## **NEW BUSINESS, MISCELLANEOUS & CORRESPONDENCE:**

Witthuhn announced that the township has a resident that will be turning 100 years old. The trustees have been invited to celebrate this event on Tuesday, July 3<sup>rd</sup>, 2018. Witthuhn offered and moved adoption of same; **Resolution 20-2018**, Recognition of Bess Keller. Esber seconded. Kusnerak – yes. Witthuhn – yes. Esber – yes. Resolution 20-2018 adopted.

The board discussed a training agreement which would basically be a method of cost recovery for the township should any employee receive costly training and then leave once that training was completed. The fire department has such a document, the terms of the document were explained and Kusnerak stated previously the language needed changed. This is on the heels of the FBI training already approved due to concerns being expressed. Esber spoke with Mr. Richter and if such an agreement were to be written, Esber made it clear that Chief Sopkovich would need to agree to sign it. Esber asked Sopkovich if he would be willing to sign such an agreement. Kusnerak explained that she does not believe he means a financial compensation, more like an agreement to remain here as the Chief for a specific amount of time. Sopkovich explained that in the original FBI papers he did sign such an agreement. Witthuhn asked Sopkovich if he was in agreement with the idea or the concept. Sopkovich responded yes.

Witthuhn expressed gratitude to those who give public input. It is difficult whether your uncomfortable speaking in public or the topic is sensitive. Witthuhn stated he has received residents input by phone, in person or by email. The most recent inquiry was by email. Basically the resident would like information and updates on ongoing topics in a timelier manner. Esber mentioned we're putting zoning minutes on the website. Witthuhn advised that he has a meeting with the web designer tomorrow.

Kusnerak brought up scheduling the budget meeting. After several minutes of discussing the date the budget meeting was scheduled for July 6, 2018 at 8:30 am. Strazzo to bring donuts and coffee.

Esber read a letter from Mr. Kelly in reference to the stream clean up. For anyone interested in more information call, Mr. Kelly at 216-246-2592.

## **UPCOMING MEETINGS:**

Trustees: July 10<sup>th</sup> ZC: July 5<sup>th</sup>  
BZA: July 11<sup>th</sup>  
Special: Budget Meeting; July 6<sup>th</sup> at 8am.

## **PUBLIC INPUT:**

Tom Colton, 2001 Baintree Court, looking for a letter giving specific information on a street extension, turn around, and sanitary extension. Paul Magovac provided a map with recommendations. Kusnerak stated that the board just received the map and have yet to review the last BZA minutes. This has been a two year project; he can wait for a response a bit longer; however, he did state contesting replotting his back property and the fact that his property is not in the "homeowners association". Paul gave an update

on what the board had asked him to look into. Several more minutes of discussion on utility extensions. Strazzo questioned water lines and hydrant location. There was additional discussion about what the water department will or won't do. (18:24 minutes)

Dave Goodyear, 691 Pearl Road thanked both the fire department and the police department for their services. There was a fifteen, plus minute conversation about charges for EMS transport cost, fire levy tax cost, the pending levy renewal or replacement. Different equipment and fire station location was discussed.

Aaron Wirtz, 3233 Hamlin Rd, resident of Medina Township, is a master brewer looking to go into business for himself and wanted to let the township know he is looking into building in the township. Mr. Wirtz is looking for feedback on this proposal. There was additional discussion of liquor permit availability. Mr. Wirtz explained the different permits and what he could or could not do. He wanted to come to a public forum to introduce himself and his dream.

**OFF CAMERA:**

Esber moved to go off camera at 9:00pm for the signing of warrants and purchase orders. There will be two executive sessions; 1<sup>st</sup> for applicant interview, 2<sup>nd</sup> employee discipline. Witthuhn seconded.

Esber moved to go into executive session at 9:11 PM, for the purpose of an applicant Chad Gluss, with Chief Strazzo present. A discipline matter with Howard Goodyear was revisited.

Witthuhn moved to come out of executive session at 9:44 PM. Esber seconded. All voted yes. Motion carried.

Witthuhn moved to hire Chad Gluss as a firefighter pending successful completion of pre-employment requirements. Kusnerak seconded. All voted yes. Motion carried.

Howard Goodyear work agreement letter is to be sent the prosecutor's office for review.

**ADJOURN:**

Kusnerak moved to adjourn at 9:56 pm. Witthuhn seconded. All voted yes. Motion carried.

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Michael Esber, Chair Trustee

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Katherine Esber, Fiscal Officer

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John Witthuhn, Vice-Chair Trustee

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Christina Kusnerak, Trustee