

ORDINANCE NO.: 2022-27
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE
RATIFYING A MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2619
AND MAYFIELD VILLAGE, OHIO
EXTENDING THE AGREEMENT FOR ONE (1) YEAR**

WHEREAS, in the Fall of 2019, representatives of Mayfield Village, Ohio (“Village”) and the International Association of Firefighters Local 2619 (“IAFF Local 2619”), negotiated a three-year successor collective bargaining agreement to addresses terms and conditions of employment of those members described within the collective bargaining unit and who are members of the Mayfield Village Fire Department; and

WHEREAS, the existing collective bargaining agreement covered the period from January 1, 2020 through December 31, 2022; and

WHEREAS, the Village and IAFF Local 2619 have most recently negotiated a Memorandum of Understanding (“MOU”) to extend the terms of the existing collective bargaining agreement for a one-year period, through December 31, 2023; and

WHEREAS, this MOU is subject to ratification by the Council of Mayfield Village; and

WHEREAS, Village Council deems it necessary and in the best interest of the health, safety and welfare of all residents to ratify and authorize the execution of the MOU with IAFF Local 2619.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Memorandum of Understanding (“MOU”) with IAFF Local 2619, to extend the collective bargaining agreement between the Village and IAFF Local 2619, initially in effect from January 1, 2020 until December 31, 2022, for one (1) additional year through December 31, 2023, per the terms set forth in the MOU, which is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby ratified by Council.

SECTION 2. The Mayor and President of Council are authorized to execute the MOU and thereafter, the Director of Finance is authorized and directed to comply with all of the financial terms and conditions contained therein.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of health, safety and welfare of the residents of Mayfield Village, for the reason it provides for compensation and benefits for the Mayfield Village Fire Department. It shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise, at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: December 5, 2022
Second Reading: Suspended, 2022
Third Reading: Suspended, 2022
PASSED: December 5, 2022



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ., Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAYFIELD VILLAGE, OHIO AND IAFF LOCAL 2619

This Memorandum of Understanding (“MOU”) is entered into between Mayfield Village, Ohio (“Employer”) and the International Association of Fire Fighters Local 2619 (“Union”) to memorialize an agreement to extend by one (1) year the existing collective bargaining agreement between the parties, covering the period from January 1, 2020 through December 31, 2022 (the “Agreement”).

The Employer and the Union agree as follows:

- 1) The term of the Agreement shall be extended by one year, with a new termination date of December 31, 2023 (the “Extension Period”).
- 2) Salary rates, stipends, and any other monetary allowances, will remain frozen at the rates in effect as of January 1, 2022, during the Extension Period for all Fire Department employees, unless changed by the parties through the reopener described in Paragraph 6 below. If applicable, any probationary or other scheduled salary step increases shall be paid as contemplated in the Agreement.
- 3) Any increases to longevity pay, vacation schedules or other increases triggered by the amount of time employed by the Employer shall be paid or increased as contemplated in the Agreement.
- 4) The 7.25% increase in health care premiums for 2023 shall be paid by the Employer without increasing employee contributions unless negotiated otherwise pursuant to the reopener described in Paragraph 6 below.
- 5) During the Extension Period, the Employer will use good faith efforts to keep the Union informed about changes to its income tax revenues and other general fund revenue streams.
- 6) During the Extension Period, the parties agree to reopen bargaining no later than thirty (30) days after net income tax collections reach fifty percent (50%) of the 2019 net income tax revenues received from the Regional Income Tax Authority (RITA) and the State of Ohio. Fifty percent (50%) of the 2019 net income tax revenues received from the Regional Income Tax Authority (RITA) and the State of Ohio equals \$10,155,655. The purpose of the reopener will be to negotiate increases to employee compensation and employee health care contributions during the Extension Period and any negotiations will be limited to these items. Any matter with an economic increase as set forth in this Section may be paid retroactive to a date no earlier than January 1, 2023.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN MAYFIELD VILLAGE, OHIO AND IAFF LOCAL 2619

ARTICLE 20 OVERTIME

Section 20.3. All full-time employees, shall, at their election, be able to accrue compensatory time at one and one-half (1-1/2) times the number of overtime hours worked in lieu of cash payment at the same rate that overtime would have been calculated (time and one-half vs. straight overtime), up to a maximum of one hundred sixty-eight (168) hours. In the event an employee works overtime when his or her "compensatory time bank" is at one hundred sixty-eight (168) hours, he or she shall be paid cash for such overtime. Employees will be required to cash out all accrued hours of compensatory time in excess of one hundred twenty (120) hours at the end of each calendar year with the option to cash out all accrued hours. Any compensatory time remaining will be cashed out upon the employee's separation from employment.

Section 20.4. Prior to the use of any compensatory time, employees must obtain authorization from the Fire Chief or acting officer in charge. All requests to use compensatory time must be made at least twelve (12) hours in advance. When a request for compensatory time is received by the Department, the Chief or officer in charge will review the schedule and, if there is a sufficient number of employees that can be scheduled to work on that date, the request will be granted. If the request will generate overtime at the time of approval, then the compensatory time bank of the employee using compensatory time will be deducted at 1.5 hours for every hour used. All requests to use compensatory time will be granted on a first-come, first-served basis.

ARTICLE 32 ACTING SHIFT OFFICER COMPENSATION

Section 32.1. One (1) hour of compensatory time will be granted to any full-time Firefighter required to serve as a Lieutenant for six (6) or more hours of a twelve (12) hour shift. If the Firefighter's compensatory bank is full, the Firefighter will receive one (1) hour of straight time pay for six (6) or more hours of a twelve (12) hour shift worked as a Lieutenant.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MAYFIELD VILLAGE, OHIO AND IAFF LOCAL 2619

This Memorandum of Understanding (“MOU”) is entered into between Mayfield Village, Ohio (“Employer”) and the International Association of Fire Fighters Local 2619 (“Union”) to memorialize an agreement to extend by one (1) year the existing collective bargaining agreement between the parties, covering the period from January 1, 2020 through December 31, 2022 (the “Agreement”).

The Employer and the Union agree as follows:

- 1) The term of the Agreement shall be extended by one year, with a new termination date of December 31, 2023 (the “Extension Period”).
- 2) Salary rates, stipends, and any other monetary allowances, will remain frozen at the rates in effect as of January 1, 2022, during the Extension Period for all Fire Department employees, unless changed by the parties through the reopener described in Paragraph 6 below. If applicable, any probationary or other scheduled salary step increases shall be paid as contemplated in the Agreement.
- 3) Any increases to longevity pay, vacation schedules or other increases triggered by the amount of time employed by the Employer shall be paid or increased as contemplated in the Agreement.
- 4) The 7.25% increase in health care premiums for 2023 shall be paid by the Employer without increasing employee contributions unless negotiated otherwise pursuant to the reopener described in Paragraph 6 below.
- 5) During the Extension Period, the Employer will use good faith efforts to keep the Union informed about changes to its income tax revenues and other general fund revenue streams.
- 6) During the Extension Period, the parties agree to reopen bargaining no later than thirty (30) days after net income tax collections reach fifty percent (50%) of the 2019 net income tax revenues received from the Regional Income Tax Authority (RITA) and the State of Ohio. Fifty percent (50%) of the 2019 net income tax revenues received from the Regional Income Tax Authority (RITA) and the State of Ohio equals \$10,155,655. The purpose of the reopener will be to negotiate increases to employee compensation and employee health care contributions during the Extension Period and any negotiations will be limited to these items. Any matter with an economic increase as set forth in this Section may be paid retroactive to a date no earlier than January 1, 2023.

7) In consideration of the Union's willingness to enter into this MOU, the Employer further agrees as follows:

a) Article 20, Section 20.3 of the Agreement shall be revised to increase the maximum accrual of compensatory time from 144 to 168 hours. Employees will be required to cash out all accrued hours of compensatory time in excess of 120 hours (increased from 96 hours) at the end of the calendar year with the option to cash out all accrued hours.

b) Article 20, Section 20.4 of the Agreement shall be revised to provide that:

- requests to use compensatory time will only require twelve (12) hours' advance notice; and
- if requests to use compensatory time generate overtime at the time of approval, the compensatory time bank of the employee using compensatory time will be deducted by 1.5 hours for every hour used.

c) Article 32, Section 32.1 of the Agreement shall be revised to provide for acting shift officer compensation to be granted to any full-time Firefighter required to serve as a Lieutenant for six (6) or more hours of a 12-hour shift.

8) Except as described in this MOU, all other terms and conditions of the Agreement will remain in effect during the Extension Period unless modified by written agreement of the parties. The contract language revisions agreed to in Paragraph 7 above are attached hereto as Exhibit A.

With approval by Mayfield Village Council, this MOU shall become effective January 1, 2023 and shall remain in full force and effect until December 31, 2023 or until a successor to the Agreement is signed.

**FOR THE EMPLOYER
MAYFIELD VILLAGE**

By: _____
Brenda T. Bodnar, Mayor

And by: _____
Stephen Schutt, Council President

Approved as to form:

Diane A. Calta, Director of Law

Date: _____

**FOR THE UNION
IAFF LOCAL 2619**

By: _____
Matthew Martin, President

And by: _____
David Soriano, Vice President

And by: _____
Jeff Cook, Secretary/Treasurer

Date: 11/29/2022