

ORDINANCE NO.: 2023-17  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE  
RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FRATERNAL ORDER OF POLICE LODGE 57  
AND MAYFIELD VILLAGE, OHIO  
REGARDING HEALTH CARE FOR 2024**

**WHEREAS**, in July of 2023, Mayfield Village, Ohio (“Village”) and the Fraternal Order of Police Lodge 57 (“FOP Lodge 57”), entered into a three-year successor collective bargaining agreement to address terms and conditions of employment of those members described within the collective bargaining unit, effective January 1, 2023 through December 31, 2025 (hereinafter the “CBA”); and

**WHEREAS**, the CBA provided that the Health Care Plan for 2024 and 2025 would be subject to a contract reopener; and

**WHEREAS**, the Village and FOP Lodge 57 have negotiated a Memorandum of Understanding (“MOU”) to address the terms of the Health Care Plan provided by the Village for 2024; and

**WHEREAS**, the 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 FOP Lodge 57.

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

**SECTION 1.** The terms of the MOU regarding health care for 2024 are hereby ratified by Council. A copy of the MOU, which has been ratified by the bargaining unit and executed by the officers of FOP Lodge 57, is attached hereto and incorporated herein by reference.

**SECTION 2.** The Mayor and President of Council are authorized to execute the MOU and, therefore, 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 and for the reason that it shall be effective on and after January 1, 2024. 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, and be effective on and after January 1, 2024.

  
\_\_\_\_\_  
STEPHEN SCHUTT  
Council President

First Reading: December 4, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: December 4, 2023

  
\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DIANE A. CALTA,  
Director of Law

ATTEST:   
\_\_\_\_\_  
MARY E. BETSA, MMC  
Clerk of Council

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**MAYFIELD VILLAGE, OHIO AND FOP LODGE 57**

This Memorandum of Understanding (“MOU”) is entered into between Mayfield Village, Ohio (“Employer”) and the Fraternal Order of Police Lodge 57 (“Union”) to memorialize an agreement regarding the Health Care Plan being provided by the Employer to all collective bargaining members during 2024.

**WHEREAS**, on June 19, 2023, the Employer and the Union entered into a collective bargaining agreement covering the period of January 1, 2023 through December 31, 2025 (hereinafter the “CBA”) (Resolution 2023-09); and

**WHEREAS**, Article 28 of the CBA, entitled Insurances, provides that the Health Care Plan is subject to a reopener for 2024 and 2025; and

**WHEREAS**, the Employer and the Union have reached agreement on the Health Care Plan for 2024.

**NOW, THEREFORE**, the Employer and the Union agree as follows:

- 1) In 2024, the plans being offered by the Employer are the Buckeye Ohio Risk Management Association Benefits Pool, Inc. (BORMA) Aetna Choice POS II – Standard Plans 2, 3 and 4. Employee Premium Contributions for 2024 will be paid through payroll deduction in the following amounts, depending on the Plan selected by each employee:

<u>Plan 2 (Base Plan):</u>	<u>Total Premium</u>	<u>Employee Monthly Premium Contribution</u>
Single	\$1,057.12	\$87.33
Employee and Spouse	\$2,219.95	\$186.47
Employee and Child(ren)	\$1,902.81	\$157.20
Family	\$3,277.07	\$267.63
 <b><u>Plan 3:</u></b>		
Single	\$1,030.91	\$61.13
Employee and Spouse	\$2,164.91	\$131.45
Employee and Child(ren)	\$1,855.64	\$110.03
Family	\$3,195.82	\$186.40

<u>Plan 4:</u>	<u>Total Premium</u>	<u>Employee Monthly Premium Contribution</u>
Single	\$1,004.70	\$34.40
Employee and Spouse	\$2,109.87	\$75.32
Employee and Child(ren)	\$1,808.46	\$61.92
Family	\$3,114.57	\$103.54

- 2) Article 28 of the CBA and specifically the Health Care Plan will remain subject to a contract reopener for 2025.
- 3) Except as described in this MOU, all other terms and conditions of the CBA, including the remaining sections of Article 28, will remain in effect unless modified by written agreement of the parties.

With approval by Mayfield Village Council, this MOU shall become effective January 1, 2024 and shall remain in full force and effect until December 31, 2024 or until a successor to the Agreement is signed.

**FOR THE EMPLOYER  
MAYFIELD VILLAGE**

By: Brenda T Bodnar  
Brenda T. Bodnar, Mayor

And by: [Signature]  
Stephen Schutt, Council President

Approved as to form:

Diane A. Calta  
Diane A. Calta, Director of Law

Date: 12/4/23

**FOR THE UNION  
FOP LODGE 57**

By: Andrew Duffy  
Andrew Duffy, President

And by: [Signature]  
Mark Justice, Treasurer

And by: Stipe Bajan  
Stipe Bajan, Secretary

Date: 11/27/2023