ORDINANCE NO.: 2024-20

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 2025

WHEREAS, in July of 2023, Mayfield Village, Ohio (the "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 2025. 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; 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 attached 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 2025 are hereby ratified by Council.

**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.

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**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 as it provides for continuous health care coverage for all members of FOP Lodge 57. 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:	, 2024	
Second Reading:	, 2024	
Third Reading:	, 2024	
PASSED:	, 2024	
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 calendar year 2025.

WHEREAS, the Employer and the Union have reached agreement on the Health Care Plan for 2025.

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

- 1) In 2025, the Employer will contribute a maximum of \$160,000 toward the cost of the annual premium increase for all Village employees. Premium increases over \$160,000 will be paid by employees through payroll deduction. Employees will have an opportunity to switch to any of the offered plans during the open enrollment period.
- 2) In 2025, the plans being offered by the Employer are the Buckeye Ohio Risk Management Association Benefits Pool, Inc. (BORMA) Medical Mutual PPO Standard Plans 2, 3 and 4. Employee Premium Contributions for 2025 will be paid through payroll deduction in the following amounts, depending on the Plan selected by each employee:

Plan 2 (Base Plan):	Monthly Premium	Employee Monthly Premium Contribution
Single	\$1,172.34	\$117.68
Employee and Spouse	\$2,461.92	\$250.22
Employee and Child(ren)	\$2,110.22	\$211.84
Family	\$3,634.27	\$361.74
Plan 3:		
Single	\$1,143.28	\$61.14
Employee and Spouse	\$2,400.88	\$131.46
Employee and Child(ren)	\$2,057.90	\$110.04
Family	\$3,544.16	\$186.40

<u>Plan 4</u> :	Monthly Premium	Employee Monthly Premium Contribution
Single	\$1,114.21	\$34.40
Employee and Spouse	\$2,339.84	\$75.32
Employee and Child(ren)	\$2,005.58	\$61.92
Family	\$3,454.06	\$103.54

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, 2025 and shall remain in full force and effect until December 31, 2025 or until a successor to the Agreement is signed.

FOR THE UNION

FOR THE EMPLOYER

MAYFIELD VILLAGE	FOP LODGE 57
By: Brenda T. Bodnar, Mayor	By: Andrew Duffy, President
And by:Stephen Schutt, Council President	And by: Mark Justice, Treasurer
Approved as to form:	And by: Stipe Bajan, Secretary
Diane A. Calta, Director of Law	
Date:	Date: 12/05/2024