

RESOLUTION NO. 2024 – 01

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WICKLIFFE, OHIO
TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE WITH THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1536, AFL-CIO
REGARDING A HEALTHCARE INSURANCE SETTLEMENT;
AND DECLARING AN EMERGENCY**

WHEREAS, the International Association of Firefighters, Local 1536, AFL-CIO (“IAFF Local 1536”) and the City of Wickliffe (“City”) (collectively referred to as “The Parties”) are parties to a collective Bargaining Agreement (“CBA”) with effective dates of January 1, 2022 through December 31, 2024; and

WHEREAS, the CBA contains language in Article 23 regarding the provision of health insurance for members of the IAFF Local 1536 Bargaining Unit; and

WHEREAS, the health insurance plan is administered by the Lake County Commissioners (“Commissioners”) and purchased by the City of Wickliffe for the benefit of its employees; and

WHEREAS, the County Commissioners modified certain components of the health insurance plan for the year 2023; and

WHEREAS, the IAFF Local 1536 and the City engaged in negotiations based upon the modifications made by the Commissioners with the CBA; and

WHEREAS, the parties to this case have determined to resolve all claims and issues raised in negotiations, and to avoid the uncertainty and expense of fact-finding, conciliation and arbitration by mutually agreeing upon the Side Letter Agreement (*attached as Exhibit 1*).

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WICKLIFFE,
COUNTY OF LAKE, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into Side Letter Agreement with the International Association of Firefighters, Local 1536, AFL-CIO (“IAFF Local 1536”), a copy of which is attached hereto, marked *Exhibit 1*, incorporated herein as though set forth at length, and made a part hereof.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 121.22 of the Ohio Revised Code.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants, and for the further reason that that it is necessary to resolve all claims and issues raised in negotiations and to avoid the uncertainty and expense of fact-finding, conciliation and arbitration; wherefore, this resolution, provided it receives an affirmative vote of two-thirds (2/3) of the members elected to Council, shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: February 12th, 2024

Attest: [Signature]
Clerk of Council

Submitted to the Mayor for approval on
February 12th, 2024

First reading Suspended

Second reading Suspended

Third reading February 12th, 2024

Edward A. [Signature]
Council President – Presiding Officer

Approved: February 12th, 2024

[Signature]
Mayor

Passed February 12th, 2024

Yes 6 No 1

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Resolution No. 2024-01 enacted by Council at its regular meeting on February 12, 2024.
Sandra J. Fink, Clerk of Council

SIDE LETTER AGREEMENT – HEALTH CARE

Whereas, the International Association of Fire Fighters, Local 1536, AFL-CIO (“Local 1536”) and the City of Wickliffe, Ohio (“City”) (collectively “Parties”) are parties to a Collective Bargaining Agreement (“CBA”) effective January 1, 2022 through December 31, 2024.

Whereas, the CBA contains language in Article 18 regarding the provision of health insurance for members of Local 1536;

Whereas, the health insurance plan is administered by the Lake County Commissioners (“Commissioners”) and purchased by the City for the benefit of its employees;

Whereas, the CBA allows the City to modify certain components of the health insurance plan provided that the resulting coverage is “substantially similar” to the plan in place at ratification of the current CBA;

Whereas, the health insurance plan provides for two different plan types: 1) the EPO plan, which contains no deductibles or co-insurance (a summary of which is attached as Exhibit “A”); and 2) the Lake Blue Plan, which contains three (3) tiers; tier 2 (and tier 3) of which contains deductibles and co-insurance (a summary of which is attached as Exhibit B);

Whereas, both the EPO and Lake Blue plans contain Medical Mutual Provider networks;

Whereas, the EPO plan contained the Super Med Plus provider network in 2022 and the Lake Blue Plan contained the Med Flex Network in 2022;

Whereas, the Commissioners modified the plans for plan year 2023 by placing the Super Med Plus provider network in tier 2 of the Lake Blue Plan and the Med Flex network in the EPO plan;

Whereas, employees utilizing the Super Med Plus network had to switch from the EPO Plan to the Lake Blue Plan if they wished to maintain the Super Med Plus Network; and

Whereas, the parties agreed that the insurance change is not substantially similar to the current insurance utilized by members of Local 1536, and the Parties therefore entered into collective bargaining negotiations on the issue as required by the CBA, which negotiations have resulted in an agreed resolution with terms as set forth below.

1. HRA. The City will establish a Healthcare Reimbursement Agreement (“HRA”), which will be administered by a qualified third-party administrator (“TPA”) hired and paid for by the City. The HRA will reimburse employees for a portion of the deductibles and co-insurance contained in tiers one (1) and two (2) of the Lake Blue Plan. The establishment of this HRA will constitute a “Qualifying Event,” which will allow all employees to switch plans during an

established “open enrollment” period that is created after the qualifying event. Such open enrollment period will be announced to all employees through the usual communications, and will allow employees to review each plan and choose whether to switch from one plan to another; this period will also allow employees who opted out of the City’s insurance to return to one of the established plans.

2. Deductible & Coinsurance Payments. The City will utilize the HRA to cover a portion of the deductibles and coinsurance payments contained in the Lake Blue Plan’s tier two (2), whether for single, employee plus child, employee plus spouse, or family coverage.

A. Employee Portion. Employees on the Lake Blue Plan (or future plan) will be responsible for paying an initial portion of the deductibles and co-insurance. Specifically, employees will pay the first portion of the deductible in the following amounts for tier two (2) of the Lake Blue Plan, prior to the City payments outlined in subsection B. below:

- i. Single Coverage: \$150/year;
- ii. Employee Plus Child Coverage: \$250/year;
- iii. Employee Plus Spouse Coverage: \$300/year;
- iv. Family Coverage: \$400/year.

B. City Portion. The City will pay the following amounts for the deductibles and co-insurance for employees on the Lake Blue Plan, as they are incurred, through the established HRA:

- i. Single Coverage: \$850 of the Deductible; 100% of the co-insurance, up to the out-of-pocket maximum for tier 2 contained in Exhibit B for single coverage;
- ii. Employee Plus Child Coverage: \$1,750 of the Deductible; 100% of the coinsurance, up to the out-of-pocket maximum for tier 2 contained in Exhibit B for family coverage;
- iii. Employee Plus Spouse Coverage: \$1,700 of the Deductible; 100% of the coinsurance, up to the out-of-pocket maximum for tier 2 contained in Exhibit B for family coverage;
- iv. Family Coverage: \$1,600 of the Deductible; 100% of the co-insurance, up to the out-of-pocket maximum for tier 2 contained in Exhibit B for family coverage.

3. The amounts above will be tracked by the HRA TPA and Medical Mutual of Ohio (“MMO”), and after the employee has paid their portion of the deductible, MMO and the TPA will automatically pay the remainder of the deductible and co-insurance as it is incurred.

4. For the years 2023 and 2024 (the duration of the CBA), the deductible and coinsurance amounts set forth herein shall be treated as a “\$0” deductible/coinsurance for purposes of the CBA’s “doubling” language set forth in CBA Article 23, “Insurances,” Section 23.01. As a result, there will be no additional increase in the stated deductible/coinsurance amounts during the term of the Collective Bargaining Agreement, which expires on December 31, 2024. The parties agree that they will utilize the collective bargaining negotiation process to begin negotiating the current terms of Article 23 (and any other desired provisions of the CBA) for a

successor Agreement on or before the expiration of the current Collective Bargaining Agreement, including any modification of the terms of this MOU.

5. Employees who have already paid deductibles or co-insurance in an amount greater than those listed in Section 2 on or after January 1, 2023, shall be reimbursed by the City upon presentation of proof of such payment.

6. The HRA is only available for employees on the Lake Blue Plan.

7. Any dollars not expended from an individual Employee's HRA shall remain with the City.

International Association of Fire Fighters, Local 1536, AFL-CIO:

DATE: _____

DATE: _____

The City of Wickliffe, Ohio:

JOSEPH SAKACS, MAYOR

DATE: Feb. 13, 2024

WITNESS

SANDRA J. FINK, MAYOR'S SECRETARY

DATE: February 13th, 2024

MEDICAL – Medical Mutual

HEALTH | EPO Plan (MedFlex Network)

EPO PLAN – MedFlex Network

Exhibit A

The City of Wickliffe offers two plan options. The below benefit grid shows both the In and Out of Network level of benefits for the **EPO Medical Plan**. The EPO Plan uses the **Medical Mutual MedFlex Network** which does not include coverage for the Cleveland Clinic. Please refer to the Summary of Benefits/Certificate of Coverage from Medical Mutual for a full description of In-Network and Out-of-Network coverage in addition to the limitations and/or exclusions that may apply to your plans.

	IN NETWORK	OUT OF NETWORK
DEDUCTIBLE		
Single Deductible	\$0	N/A
Family Deductible	\$0	N/A
COINSURANCE <i>(applies after deductible is met)</i> & Out of Pocket Max <i>(includes coinsurance and deductible)</i>		
Plan Pays	100%	N/A
Single Out of Pocket Maximum	\$4,850	N/A
Family Out of Pocket Maximum	\$9,700	N/A
Plan Pays		
Primary Care (PCP) - Office Visit	\$20 copay	N/A
Preventive Services	100%	
Specialist - Office Visit	\$30 Copay	N/A
Urgent Care Facility		\$20 Copay
Emergency Room Visit		\$150 copay/visit

Prescription Drugs CVS Caremark Rx Plan	EPO	
	Retail 31 days	Mail-Order 90 days
TIER 1	\$10	\$20
TIER 2	\$20	\$40
TIER 3	\$35	\$70
TIER 4	10% coinsurance to a max of \$1,500 annually	

MEDICAL – Medical Mutual

HEALTH | Lake Blue Plan

Exhibit B

The City of Wickliffe offers the Lake Blue Plan through Medical Mutual. This is a 3 – tier plan. Tier 1 offers additional savings opportunities with a lower copay for all Lake Health and UH Facilities and Providers. Tier 2 is the standard MMO SuperMed Plus Network, including the Cleveland Clinic health system. Tier 3 is your Non-Network providers.

Please remember, deductibles do not accumulate between tiers. (i.e.. You met your deductible for Tier 1, but now use a Tier 2 doctor. You will still need to meet the Tier 2 deductible). Tier 2 deductible/co-insurance with the HRA is limited to: Single - \$150, Employee & Child - \$250, Employee & Spouse - \$300, Family - \$400

IN-NETWORK BENEFITS	Tier 1 Lake Health and UH	Tier 2 MMO SuperMed Plus	Tier 3 Non-Network
DEDUCTIBLE			
Single Deductible	\$0	\$1,000*	\$1,250
Family Deductible	\$0	\$2,000*	\$2,500
COINSURANCE (applies after deductible is met) & Out of Pocket Max (includes coinsurance and deductible.)			
Plan Pays	100%	90%	80%
Out of Pocket Coinsurance Maximum (single/family)	\$500/\$1,000	\$1,000/\$2,000*	\$3,500/\$7,000
Out of Pocket Maximum (includes deductible, coinsurance, copays)	\$500/\$1,000	\$2,000/\$4,000	\$4,750/\$9,500
Plan Pays			
Primary Care (PCP) - Office Visit	\$10 Copay	\$35 Copay	80%
Preventive Services	100%	100%	80%
Specialist - Office Visit	\$20 Copay	\$40 Copay	80%
Urgent Care Facility	\$35 Copay	\$70 Copay	80%
Emergency Room Visit (waived if admitted)	\$150 Copay	\$150 Copay	\$150 Copay

*HRA applies

Prescription Drugs Plans	Tier 1 Provider		Tier 2 Provider	
	Retail	Mail/ CVS	Retail	Mail/ CVS
	30 days	90 days	30 days	90 days
Generic	\$5	\$10	\$10	\$20
Preferred Brand	\$10	\$20	\$20	\$40
Non- Preferred Brand	\$25	\$50	\$35	\$70
Specialty	10% to the max of \$1500		10% to the max of \$1500	