

10-MED-01-0021
Ka6706

0854-01

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WEST GEAUGA BOARD OF EDUCATION
AND THE
WEST GEAUGA EDUCATION ASSOCIATION

STATE EMPLOYMENT
RELATIONS BOARD
2011 OCT 17 P 12:42

The West Geauga Local Board of Education, hereinafter "Board," and the West Geauga Education Association, hereinafter "Association," mutually enter into this Memorandum of Understanding in accordance with and pursuant to O.R.C. 4117, the Ohio Public Employees' Collective Bargaining Law, to modify the terms and conditions of employment in regards to insurance, including medical, prescription, dental, and vision coverage.

This Memorandum of Understanding shall be attached to and become a part of the current Collective Bargaining Agreement dated July 1, 2010, to June 30, 2012, and as such shall modify the current agreement with regard to insurance.

Whereas, the Board and Association fully intend to continue the current plan coverage for prescription, dental, vision, and life insurance benefits, and

Whereas the Board and Association mutually agree to change the dental insurance plan Humana PPO 196/185 to the dental insurance plan MetLife Dental PPO, the changes are agreed to as follows:

Article IX, Section 9.10, pages 68-71 and Appendices A, B and C, pages 77-85 shall remain as current language except for the amendments as described herein:

9.10 INSURANCES

The Board shall provide an eighty percent (80%) paid insurance package for all members of the bargaining unit and their dependents consisting of comprehensive hospitalization, major medical, prescription, and dental. Part-time employee's benefits shall be pro-rated on the same basis, as is currently the practice. The Board shall provide one hundred percent (100%) paid \$25,000 life insurance for all employees. Employees on maintenance prescription drugs should use the mail-in program. The Board will provide a reimbursable vision program as follows: \$100 per calendar year for employees with single dental coverage and \$200 per calendar year for employees with family dental coverage. Coverage shall meet or exceed the insurance in effect as of December 1, 2002. Comprehensive Major Medical Expense Coverage through a Preferred Provider Organization/Network (PPO) has been added as managed care plan. If available, individuals shall have the right to purchase and pay for more than \$25,000 life insurance with the same company.

The medical, prescription, and vision carrier and plan for the Board and Association effective December 1, 2005 shall be Anthem Blue Cross Plan Blue Access (PPO) Option 1, with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits'. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan, except those modifications described in Sections 9.105, 9.106 and Appendix C herein, shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in formulary or PPO doctor members are not a part of the above modifications to covered benefits.)

Dental coverage shall be provided by ~~Humana PPO 496/485~~ MetLife Dental PPO plan with the attached list of benefits or better than stated in Appendix B. Any modifications which act to lessen the total aggregate of covered benefits in said insurance plan shall be covered by the Board until the Contract expires, at which time said changes shall be a part of bargaining. (Changes in members of the dental PPO are not a part of the above modifications to covered benefits.)

An ongoing insurance committee shall continue to study available plans and make recommendations to the membership, deal with transitions, issues and complaints, and plan for education of all members of the bargaining unit about the insurance plan benefits. No change in benefits will be made without the recommendation of the insurance committee and a vote of the parties.

9.101 All teachers employed by regular contract may elect to participate in the medical and/or dental plan according to the following schedule:

	<u>PER MONTH/SINGLE</u>	<u>PER MONTH/FAMILY</u>
0.75 of full-time	full Board contribution	full Board contribution
0.45 to 0.75 full-time	½ Board contribution	½ Board contribution
less than 0.45 full-time	0 Board contribution	0 Board contribution

9.1011 Teachers scheduled to work nine or more months per year will be eligible for the respective Board contribution for the entire twelve months in accordance with the direction given by the Treasurer's office.

9.102 The Board shall provide one hundred percent (100%) paid insurance package, either in the form of two single plans or one family plan, for members of the bargaining unit who meet all of the following criteria:

- a) A bargaining unit member legally married to another bargaining unit member, and
- b) where both are employed prior to June 15, 1998, and
- c) where both are currently employed.

9.103 Any bargaining unit member who becomes legally married to another bargaining unit member after June 15, 1998 will receive benefits based upon Section 9.10.

9.104 Beginning with the 2009 insurance plan year (calendar year), a four tier medical insurance plan will be offered. The tiers are Single, Employee & Spouse, Employee & Child(ren), and Family. Eligible employees who previously enrolled in the Single or Family plans may elect to change their coverage to Employee & Spouse or Employee & Child(ren) during the open enrollment period for the 2009 insurance plan year and subsequent years by completing the appropriate enrollment form(s).

9.1041 Members will be notified of the rate structure for Single, Employee & Spouse, Employee & Child(ren), and Family medical insurance plans before the conclusion of the open enrollment period each insurance plan year.

For Reference: 2010 Plan Year Rates – Employee 20%

	Current PPO	Alternate PPO
Single	\$114.72	\$101.45
EE + Spouse	\$240.91	\$213.04
EE + Children	\$217.96	\$192.75
Family	\$355.63	\$314.49

- 9.1042 For purposes of this agreement "family" as indicated in Article 9.10, Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).
- 9.105 Beginning with the 2010 insurance plan year (calendar year), an alternate medical insurance plan will be offered. The alternate medical, prescription, and vision carrier and plan for the Board and Association effective January 1, 2010 shall be Anthem Blue Access (PPO) Alternate Plan, with the list of benefits or better than stated in Appendix C, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits'.
- 9.1051 Eligible employees who previously enrolled in the Anthem Blue Cross Plan Blue Access (PPO) Option 1 plan, or those not previously enrolled in the district's medical insurance plan may elect to change their coverage to the Anthem Blue Access (PPO) Alternate Plan during the open enrollment period for the 2010 insurance plan year and subsequent years by completing the appropriate enrollment form(s).
- 9.1052 Employees shall have the right to enroll in the Anthem Blue Cross Plan Blue Access (PPO) Option 1 plan during the open enrollment period for any plan year regardless of previous enrollment in the Anthem Blue Access (PPO) Alternate Plan.
- 9.1053 For purposes of this agreement "family" as indicated in Article 9.10, Appendix A, Appendix B, and Appendix C shall include the tiers titled Family, Employee & Spouse, and Employee & Child(ren).
- 9.106 Beginning with the 2010 insurance plan year (calendar year), the Anthem Blue Cross Plan Blue Access (PPO) Option 1 and the Anthem Blue Access(PPO) Alternate Plan, with the list of benefits or better than stated in Appendix B, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Option 1 Summary of Benefits', and Appendix C, 'Your Anthem Benefits, West Geauga Local Schools, Blue Access (PPO) Alternate Plan Summary of Benefits' shall include a mandatory mail service pharmacy provision for maintenance medications.
- 9.1061 The penalty for using a retail pharmacy rather than the mail service pharmacy for maintenance medications shall not exceed 100% of the drugs' discounted retail price.
- 9.1062 Employees may fill a prescription for maintenance medications up to three times at a network retail pharmacy, paying the applicable co-pay, before switching to the mail service pharmacy.

Attachment "B" ~~Humana PPO 196/485~~ **MetLife Dental PPO** Dental Benefits Summary

DENTAL BENEFITS SUMMARY

Effective Date: January 1, 2011	
Page 1/2	
Carrier	MetLife
Plan Type	Dental PPO
CALENDAR YR. DEDUCTIBLE	Network Non-Network
- Per Individual	\$25 per individual \$25 per individual
- Per Family	\$50 per family \$50 per family
- Deductible Waived for Preventive	Yes
DENTAL BENEFITS	Network Non-Network
- Type 1 - Preventive/Diagnostic	100% (No Ded.) 100% (No Ded.)
- Type 2 - Basic Services	Ded. then 90% Ded. then 80%
- Type 3 - Major Services	Ded. then 80% Ded. then 60%
- Type 4 - Orthodontia	50% (under age 19)
REIMBURSEMENT PERCENTILE	Contracted rate 90th percentile UCR
ANNUAL MAXIMUM	
- Type 1, 2 and 3 Services	\$1,500 per individual/cal. yr.
- Type 4 Services	\$1,000 per lifetime
WAITING PERIODS	
- Type 1 Services (Preventive)	None
- Type 2 Services (Basic)	None
- Type 3 Services (Major)	None
- Type 4 Services (Orthodontia)	None
- New Employees	None
- Late Applicants	0-6-12-24-24
TYPE 1 SERVICES (PREVENTIVE)	Oral Examinations
	Prophylaxis-Cleaning & Scaling
	Space Maintainers (once per lifetime under age 19)
	Topical Fluoride Applications (under age 14)
	Full mouth & Bitewing X-rays
	Sealants (molars only, to age 14)

DENTAL BENEFITS SUMMARY

Page 2/2	
Carrier	MetLife
Plan Type	Dental PPO
TYPE 2 SERVICES (BASIC)	Fillings
	Extractions
	Endodontics-Root Canal
	Periodontics
	Anesthesia
	Injections of Antibiotic Drugs
	Oral Surgery
	Emergency Palliative Treatment
	No Missing Tooth Exclusion
TYPE 3 SERVICES (MAJOR)	Repair of Bridgework & Crowns
	Bridgework
	Crowns, Onlays & Inlays
	Dentures
	Implants
TYPE 4 SERVICES (ORTHODONTIA)	\$1,000 lifetime maximum benefit;
DEPENDENT AGE	19/23; End of calendar year

Note: The above information includes highlights of the proposed benefits. Benefits and rates can change depending on actual enrollment. The benefit information provided above is only a summary of the plan of benefits. For a complete description of benefits and exclusions under the plan, please request a Certificate of Coverage.

This Memorandum of Understanding is agreed to by the Board and Association; their representatives have signed their names below on the date noted.

FOR THE BOARD:

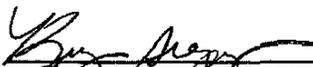


 Thomas Diringer, Superintendent

11/22/10

 Date

FOR THE ASSOCIATION:



 Kristin J. Gregor, President

11/22/10

 Date

Appendix D

2011 Contract Agreement

Whereas, the Board of Education for the West Geauga Local School District ("Board") and the West Geauga Education Association ("Association") are parties to a Collective Bargaining Agreement ("Agreement") expiring on June 30, 2012, and;

Whereas, the parties have agreed to modify certain terms and conditions of the Agreement and have agreed to enter into a new Agreement with a three-year term effective June 30, 2011 to June 30, 2014 ("2011 Agreement"), subject to the provisions set forth below, and;

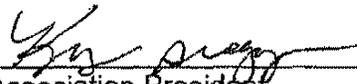
Whereas, the parties further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

Now therefore, in consideration of the mutual agreements and promises made herein, the Board and Association agree as follows:

1. The Board and Association agree that no change to the current salary schedule will take place during the 2011-2012 contract year.
2. The Board and Association agree to a complete freeze of compensation for the 2012-2013 and 2013-2014 contract years, which means no step, column, or any other associated compensation movement. Bargaining Unit Members' compensation for 2012-2013 and 2013-2014 shall be equal to their respective compensation for 2011-2012.
3. The Board and Association agree that any advanced hours or degrees earned during the 2012-2013 and 2013-2014 contract years will be awarded, but not paid until after the 2013-2014 contract year. For example, if a Bargaining Unit Member earns a master's degree at any time during the 2012-2013 or 2013-2014 contract years they will be immediately recognized as having that degree, but not paid on that degree until July 1, 2014, unless otherwise agreed to through the collective bargaining process. On July 1, 2014, Bargaining Unit Members will be placed on the salary schedule indices at the level which represents any and all degrees and advanced hours earned.

4. The Board and Association agree that the freeze in the salary schedule is intended to last only through the term of this contract. When the parties meet to negotiate a successor agreement to this contract, salary schedule movement will be in place for that successor agreement unless the parties agree to a further salary schedule freeze or if salary schedule movement is prohibited by law.

5. The parties agree to modify the Agreement as set forth herein and to enter into a new three-year agreement, effective June 30, 2011 to June 30, 2014. This 2011 Agreement and the amendments to the Agreement constitute the entire agreement between the parties, and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of the Agreement or this 2011 Agreement shall be made during the life of this Agreement except by mutual written agreement and except as set forth herein.



Association President Date _____



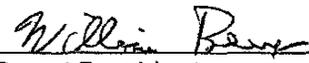
Labor Relations Consultant Date _____



Treasurer Date 7-25-11



Superintendent Date 8/11/11



Board President Date 7-25-11