

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Hardin Northern Local School District Board of Education (Board) and OAPSE Local 22 and is for the express purpose of modifying the terms and conditions of Article V of the current Negotiated Agreement between the parties, effective January 1, 2014, as follows:

ARTICLE V – INSURANCE PLANS

A. General Insurance Provisions

* * *

3. All positions requiring classified personnel shall be classified, for insurance purposes as follows:

a. Full Time Position

For bus drivers: A position requiring twenty (20) hours or more per week per his/her work year.

For all other staff: A position requiring ~~thirty (30) twenty-five (25)~~ hours or more per week per his/her work year. All staff enrolled in an insurance plan prior to July 1, 2006 will maintain their full-time benefits for that insurance package.

b. Part Time Position

A position requiring less than ~~thirty (30) twenty-five (25)~~ hours per week per his/her work year.

It shall be the responsibility of the classified employee to notify the Board Treasurer, in writing, of any change in dependency status.

* * *

B. Health and Medical Benefits

1. Employees who qualify for insurance coverage shall have the option of a health savings plan (HSA) or a PPO plan. Effective January 1, 2014, the Board shall pay eighty percent (80%) of the premium for a PPO plan for family or single plans for medical insurance, hospitalization, surgical and major medical if the PPO is offered by the consortium. Effective January 1, 2014, the Board shall pay eighty-five percent (85%) of the premium for an HSA Plan for family and single plans for employee medical insurance, including hospitalization, surgical and major medical coverage. Effective January 1, 2015, employees shall be required to enroll in the HSA plan. As of January 1, 2014, part time employees will not be offered insurance except as required by law.

~~1. Effective July 1, 2008 all employees who qualify for insurance coverage shall be covered by the SuperMed Plus PPO Plan. The Board shall pay eighty percent (80%) of the premium for the family plan and for single plans for full-time classified employees and forty (40%) percent for the family and for single plans for part-time classified employees.~~

* * *

C. Dental Insurance

The Board will provide family or single dental insurance for each employee electing such insurance. The Board will assume one hundred (100%) percent of the cost of premium for each full-time classified employees. ~~and forty five (45%) percent of the premium for part-time classified employees during the term of this contract for such insurance.~~ On January 1, 2013, the insurance will change to a new plan (plan 3) as agreed upon by the Board and the Union.

D. Vision Care Insurance

The Board will provide single or family vision care insurance for all employees within the bargaining unit. The Board will assume eighty-five percent (85%) of the cost of premium for full-time classified employees ~~and forty five (45%) percent of the premium for part-time classified employees during the term of this contract for such insurance coverage,~~ provided by or equivalent to that, provided by Vision Services.

H. Health Savings Account

The Board shall offer to full-time certified employees eligible for health insurance a Health Savings Account (HSA). Enrollment is at

the employee's option until January 1, 2015. ~~The Board shall contribute One Thousand Dollars (\$1,000) for a family plan and Five Hundred Dollars (\$500) for a single plan for the 2012-13 school year.~~ The Board shall contribute Three Thousand Dollars (\$3,000) for a family plan and One Thousand Five Hundred Dollars (\$1,500) for a single plan effective January 1, 2014. The Board shall contribute Two Thousand Dollars (\$2,000) for a family plan and One Thousand Dollars (\$1,000) for a single plan effective January 1, 2015.

The Board will pay the employer contribution as follows: Two-thirds (2/3) on the second pay in January and one-third (1/3) on the second pay of September. However, if an employee leaves employment prior to September 15, whether through resignation, retirement, or otherwise, they shall not be entitled to the September payment.

In a catastrophic event and upon presentation of valid documentation, the District shall advance the employee the remaining one-third (1/3) prior to the second pay of September. If the employee resigns, retires, or otherwise leaves the Board's employment, the employee shall be required to reimburse the Board the one-third (1/3) payment that was advanced.

Board contributions for newly hired employees will be pro-rated for time prior to the next regular Board contribution.

~~H. Health Savings Account~~

~~The Board shall offer to classified employees eligible for health insurance a Health Savings Account (HSA). Enrollment is at the employee's option. The Board shall contribute One Thousand Dollars (\$1,000) for a family plan and Five Hundred Dollars (\$500) for a single plan on an annual basis.~~

I. Medical insurance premiums will be deducted twice per month.

J. Spousal Eligibility

If an employee's spouse is eligible to participate as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any retirement plan, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s) no later than January 1, 2015.

This requirement does not apply to any spouse who is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer or retirement plan sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health insurance and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If false information is submitted or the Board is not advised in a timely manner of a change in a spouse's eligibility for employer or retirement plan sponsored group health insurance and/or prescription drug insurance, and such false information or such failure results in the Plan providing benefits to which a spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. An employee who submits false information will be subject to a disciplinary action, up to and including termination of employment.

If two spouses are employed in the same school district, or two spouses are employed in two different schools in the Hardin County Schools Health Consortium, then these employees will be exempt from the spousal agreement.

K. Insurance Committee

An insurance committee shall be formed, consisting of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. This committee will meet at least

quarterly to jointly study and review the existing insurance programs, particularly with regard to whether appropriate insurance coverage for unit members may be provided in a more cost-effective manner. Deliberations of the insurance committee shall not constitute negotiations, but the committee shall have the authority to make recommendations to both the Board and the Association. The insurance committee shall screen requests for services not covered by the insurance plan.

* * *

Section 2. This provision shall be included in the successor Agreement between the parties to be effective July 1, 2015, unless the parties agree to modify the provision or changes are implemented in accordance with Ohio law.

Section 3. In all other respects, the terms of the existing Negotiated Agreement shall remain in full force and effect.

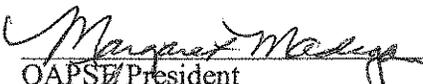
IN WITNESS WHEREOF, the parties have executed this Agreement this 18 day of NOVEMBER, 2013, at Dola, Ohio.

FOR THE BOARD:

FOR THE OHIO ASSOCIATION OF
PUBLIC SCHOOL EMPLOYEES LOCAL
22:



Board President



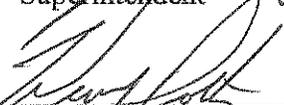
OAPSE President



Superintendent



David J. Colver



Treasurer

ALL CURRENT EMPLOYEES (AS OF 11-20-13) ARE GRANDFATHERED
IN AT 25 HOURS IN SECTION A(3) & A(3) b.


11/18/13

Pepple & Waggoner, Ltd.

ATTORNEYS AT LAW

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November 22, 2012

VIA ELECTRONIC MAIL ONLY

State Employment Relations Board
Research and Training
65 East State Street, 12th Floor
Columbus, OH 43215-4213

Re: Hardin Northern Local School District Board of Education and the Ohio Association of
Public School Employees, AFSCME/AFL-CIO OAPSE Local No. 22
SERB Case No. 2012-MED-04-0406
Our File No. 707-36-12

Gentlemen:

Enclosed for filing please find an executed Memorandum of Understanding which modifies the
Negotiated Agreement currently in effect between the above-named parties.

Thank you for your assistance in this matter.

Very truly yours,



Kevin J. Locke

KJL/dlm
Enclosure

cc: Mr. Doug Roberts, Superintendent (w/o enclosure)
Mr. David J. Adams, OAPSE Field Representative (w/o enclosure)