

MEMORANDUM OF UNDERSTANDING

Between

The Weston Board of Education

and

Local 1303-110, Council #4 (AFSCME)

The Weston Board of Education (“the Board”) and the Weston Administrators’ Association (the “Union”) enter into the following Memorandum of Understanding (“MOU”):

1. Subject to the conditions set forth below, effective July 1, 2018, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described in Article VII and in Schedule C. The health plan benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
 - a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board’s application be accepted, these provisions related to the SPP shall be implemented. Should the Board’s application be rejected and reconsideration be denied, the health benefits offered in Article VII and Schedule C will continue to be offered to unit members.
 - b. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired administrators in accordance with statute.
 - c. The employee percentage share of such premium cost shall be as follows:
 - July 1, 2018 through June 30, 2019: Seventeen-percent (17%).
 - July 1, 2019 through June 30, 2020: Eighteen-percent (18%).
 - d. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

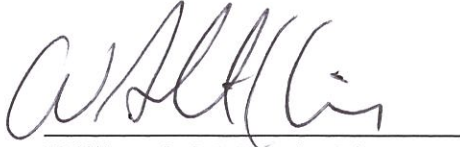
- e. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- ii) If Conn. Gen. Stat. Section 3-123rrr *et seq.* is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.
- f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Section 2 above and in Schedule C to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory

criteria in making its ruling.

2. The dental insurance provided to members of the WAA bargaining group will not be affected by this Agreement.

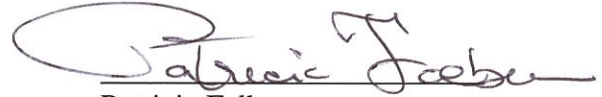
Board of Education:



William S. McKersie, Ph.D.
Superintendent of Schools

Date: 4/5/2018

Weston Administrators' Association



Patricia Falber
President

Date: 4-5-18 ^{SB} (P.F.)