

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF PLYMOUTH
AND
THE TOWN OF PLYMOUTH PUBLIC EMPLOYEE COMMITTEE**

WHEREAS, The Town of Plymouth (as hereinafter referred to as the "Town") is a public employer providing certain health insurance coverage to its subscribers (i.e., employees, retirees, surviving spouses and dependents); and

WHEREAS, all individual bargaining units of the Town and the Plymouth Public Schools, all of whom are signatories to this agreement, hereby agree to become a Public Employee Committee ("PEC") upon the acceptance of Chapter 32B Section 19 by the Town's Select Board and, upon its creation the PEC will be the authorized exclusive bargaining representative for the coalition of public employee bargaining units and retirees of the Town with respect to health insurance coverage; and

WHEREAS, the Town and the PEC (collectively "the parties") have concluded negotiations regarding health insurance benefits for the Town's subscribers for the time period from July 1, 2023 through June 30, 2029; and

WHEREAS, the parties agree to all "bridge agreements" so called and any successor collective bargaining agreements negotiated with any bargaining units shall continue in full force and effect, except as expressly modified by this Agreement; and

NOW, THEREFORE, the parties agree that, upon acceptance of M.G.L. Chapter 32B Section 19 ("Section 19") by majority vote of the Town's Select Board, and an agreement between the Town and the PEC to approve the terms of this Agreement as the PEC Agreement pursuant to Section 19, the parties hereto have entered into this Agreement and said collective bargaining agreements and the terms and conditions of employment shall be modified as follows:

0. Preamble

The parties further note that this Agreement is made pursuant to negotiations that reviewed, discussed and analyzed factors internal and unique to the Town and its Unions. In this regard, they affirm their commitment to this Agreement in its entirety for the duration of this Agreement with the understanding that both parties are committed to negotiating health insurance changes for the Spring 2029 open enrollment and July 1, 2029 implementation, in accordance with Chapter 150E of the General Laws and/or any other applicable law regarding public health insurance, understanding that this is prior to the termination date of this Agreement.

1. Acceptance of Section 19 by the Town of Plymouth

Upon execution of this Agreement, the Select Board accepts the provisions of Section 19.

2. Approval of the Agreement by the Town and PEC

The PEC and the Town shall approve the terms of this Agreement pursuant to Section 19.

3. Duration

The Town of Plymouth and Plymouth Public Employee Committee agree on ending the prior agreement a year earlier than stipulated and replacing it with this six-year agreement that will be in effect from July 1, 2023 through June 30, 2029. Upon execution of this agreement the prior PEC Agreement dated February 2, 2021 is no longer in effect and is superseded by this agreement.

4. “Ludlow” Language

A. As previously made effective on February 1, 2021, in order to be eligible for health and/or dental insurance upon retirement from the Town of Plymouth, the retiree must be in active participation in the plan and must be on the health and/or dental insurance plan on the date that s/he retires from the Town of Plymouth.

- B. Those individuals who are not actively participating in a Town health plan or are in inactive status and retire at a date later than his/her separation will no longer be eligible for health and/or dental insurance upon retirement.
- C. Members of the Plymouth Police Brotherhood will be excluded from the above language for the duration of this agreement.
- D. If a retiree elects to discontinue insurance coverage, they will not be eligible to re-enroll in the future.

5. Health Insurance Plan Contributions and Plan Design Updates

- A. Effective July 1, 2023, The Town and the PEC agree to implement the PillarRx cost-share financial assistance program, which uses manufacturer coupons to cover some out-of-pocket costs for eligible medications, an Employee “Opt-Out” policy allowing for employees who drop insurance coverage to become eligible to receive a lump sum payment, as well as a supplemental Medicare Part D prescription drug plan called Blue MedicareRx (PDP).
- B. Effective July 1, 2024, the Town and the PEC agree to implement a 70/30 premium payment contribution split (70% borne by the Town of Plymouth and 30% borne by the employees) for existing employees and all new hires covered in the Blue Care Elect (PPO) plan, as well as for all new hires who choose to be covered in either the Blue Choice (POS) plan or the Access Blue New England (HDHP) plan.

The Town and the PEC also agree to the implementation of plan design changes that include a \$100 per visit cost for Emergency Room Services, and \$300 per visit cost for Inpatient Care for all active employee plans (POS, PPO, HDHP), as well as a three tiered prescription copay structure (\$10/\$20/\$35 for retail orders and \$20/\$40/\$70 for mail orders) for active employee plans (POS, PPO, HDHP).

- C. Effective July 1, 2025, the Town and the PEC agree to implement a 70/30 premium payment contribution split (70% borne by the Town of Plymouth and 30% borne by the employees) for all existing employees in the Blue Choice (POS) plan.

6. Qualified High Deductible (QHD) Health Insurance Plan

As previously made effective on July 1, 2021, in addition to our current Blue Choice and Blue Care Elect insurance plans, the Town will continue to offer Access Blue New England Saver. This is a plan available to active employees and non-Medicare eligible retirees. Access Blue New England Saver is a QHD plan with deductibles of \$2,000 per individual and \$4,000 per family.

In addition, to make this plan attractive to employees and for the Town to see cost savings, the Town will contribute 50% of the deductible (\$1,000 per individual and \$2,000 per family) annually into a Health Savings Account (HSA). In Fiscal Years '24 through '29 the Town's contribution will be made once at the beginning of the fiscal year or at the time when an employee enrolls in the plan.

7. Dental, Life and Long Term Disability Contribution Rates

- A. As previously made effective on July 1, 2021, active employee contribution toward the cost of any group dental, life and LTD coverage shall, at all times, continue to be the same rate as the active employee contribution rate for health insurance.
- B. Effective July 1, 2024, the contribution rate, of employees whose health insurance rates change in 2024, toward the cost of any group dental, life and LTD coverage for all employees (active or new) shall, at all times, be at the same rate as the employee contribution rate for health insurance: a 70/30 premium split with 70% borne by the Town of Plymouth and 30% borne by the employee.

Effective July 1, 2025, the contribution rate for active HMO employees shall be a 70/30 premium split with 70% borne by the Town of Plymouth and 30% borne by the employee towards the cost of any group dental, life and LTD coverage.

8. Besides the elements agreed upon in the reopen clause below, it is agreed that no other changes will be implemented to the current health insurance portfolio, including both plan design and contribution rates, for the duration of the current PEC agreement. The Public Employee Committee further agrees to not contest, in court via a lawsuit or in any other fashion, the change made by Blue Cross Blue Shield in prescription provider from ExpressScripts to CVS Caremark.
9. Reopener

In the event a penalty, tax, mandate or any financial imposition is imposed upon the Town by the federal or state government or any agency thereof, due to the value or design of any health insurance benefits covered under this Agreement, the parties shall reopen this PEC Agreement for the purpose of discussing the benefits provided hereunder to mitigate such imposition. Recognizing the urgency this situation may present, it is the parties' intention to reopen this PEC Agreement as soon as practicable after notification of such imposition.
10. Resolution of Disputes
 - A. Either party may submit a dispute between the parties concerning the interpretation or application of this agreement to the American Arbitration Association for final and binding arbitration under its Labor Arbitration Rules. A request for arbitration by the Public Employee Committee must be approved by seventy percent (70%) of the weighted votes of the representatives on the Committee. A request for arbitration by the Town must be approved by a majority vote of the Board of Selectmen.
 - B. The arbitrator's decision will be final and binding on all parties to this Agreement. The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Town and the PEC. An employee who is designated by the PEC to participate in the arbitration shall be granted time off with pay, however, the PEC agrees to limit the designation of its members to a number equal to those designated by the Town to participate in the arbitration.

11. Expiration of PEC Agreement and Revocation of Section 19

The parties agree that the PEC Agreement shall constitute both a vote by the PEC to enter into a Section 19 agreement as well as a vote by the PEC to revoke the Section 19 agreement on June 30, 2029.

Therefore, Section 19 shall be deemed revoked on June 30, 2029, and said revocation shall not require a subsequent agreement between the Town and the PEC or subsequent vote by the Town's Board of Selectmen. If it is later determined that a distinct vote by the Town's Board of Selectmen is required to revoke Section 19 then this agreement shall be deemed to be supported by the Town and the PEC for such revocation.

The parties commit to negotiating changes for open enrollment for Spring 2029 with a July 1, 2029 implementation. To meet that goal, the parties agree to convene no later than twelve (12) months prior to the expiration of this agreement (starting on July 1, 2028) for the purpose of reviewing this Section 19 agreement and opening discussions regarding the health insurance offered by the Town of Plymouth.

12. Section 19 Supersedes Collective Bargaining Agreements

Any and all provisions of any collective bargaining agreement relative to health insurance plans, contribution rates, or policies between the Town, the School Committee and any of the bargaining units who are signatories to this Agreement shall be superseded by the Agreement, as it is the parties' understanding that all health insurance matters will hereafter be subject to the provisions and procedures of Section 19 and decisions made between the Town and PEC shall determine said matters, where are therefore not a proper subject of bargaining for individual bargaining units.

13. Binding Effect

This Agreement will be effective upon ratification of its terms by representative of the employee groups who are signatories hereto, upon the execution of the agreement by the legally required percentage of unions and upon acceptance by the Town's Board of Selectmen.

14. Signatories

The signatories are authorized to bind their principals.

Date: April 11, 2023

For the Town of Plymouth:
By its Board of Selectmen

Betty Cavacco

Betty Cavacco, Chairman

Richard Quintal

Richard Quintal, Vice Chairman

Harry Helm

Harry Helm

Charles Bletzer

Charles Bletzer

John Mahoney

John Mahoney

Town Manager:

Derek Brindisi

Derek Brindisi

For the Public Employee Committee:

Sarah Mahoney

COBRA-DPW/Town

Margaret Ahern

COBRA-Library/Town

Kim Mylne

Dispatchers/Town

B. R. H.

Firefighters/Town

Nicholas Bales

OPEIU/Town

John Brown

Police Patrol/Town

John Brown

Police Superior Officers/Town

Joanne M. Evans

SEIU/Town

Kelly A. Barnes

Administrators/School

Steve Cooper

COBRA-Custodians/School

Dale M. Webber

COBRA-Food Service/School

James C. Cane

COBRA-Head Custodians/School

Roger J. Ellis Jr.

COBRA-Skilled Craftsmen/School

Guth Barber

EAPC-Paraprofessionals/School

Mary Bonthu

EAPC-Secretaries/School

Thomas Pinto

EAPC-Teachers/School

Irlene J. Caffino

Retirees