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 Board of Selectmen 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 February 1, 2021 through June 30, 2024; 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 Board of Selectmen, 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 2024 open enrollment and July 1, 2024 implementation, in accordance with the 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 Board of Selectmen 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**

Three year and five months Agreement, effective February 1, 2021 through June 30, 2024

4. **“Ludlow” Language**

Effective 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. 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.

Members of the Plymouth Police Brotherhood will be excluded from the above language for the duration of this agreement.

If a retiree elects to discontinue insurance coverage, they will not be eligible to re-enroll in the future.

5. Medicare Part B

*Definition – “in the queue” means that s/he is retired from the Town as of the date of signing this agreement, but are not yet Medicare eligible.

Existing retirees who are receiving the Medicare Part B reimbursement as of the date of this agreement shall continue to do so.

Those retirees who are already “in the queue” as of the date of the signing of this agreement, would be eligible for $1,050 reimbursement annually IF they become Medicare eligible prior to July 1, 2022.

Any current employee who applies for, and is approved for, retirement as of the date of the signing of this agreement through July 1, 2022 AND also becomes eligible for Medicare on or prior to July 1, 2022, receives a Medicare Part B reimbursement of $950 annually.

Those retirees who are already “in the queue” as of the date of the signing of this agreement would be eligible for $575 reimbursement annually IF they become Medicare eligible on or after July 1, 2022 but prior to July 1, 2023.

Any other retiree “in the queue” as of the date of the signing of this agreement but not identified above, would not be eligible for Medicare Part B reimbursement.
Any current employee who retires after July 1, 2022 is not eligible for Medicare Part B reimbursement.

6. **Qualified High Deductible (QHD) Health Insurance Plan**

   Effective July 1, 2021, in addition to our current Blue Choice and Blue Care Elect insurance plans, the Town will offer Access Blue New England Saver. This will be an additional 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). For Fiscal Year ’22 only, the Town’s contribution will be made in a lump sum. In Fiscal Years ’23 and ’24, the Town’s contribution will be made on a quarterly basis.

7. **Dental, Life and Long Term Disability Contribution Rates**

   Effective July 1, 2021, active employee contribution toward the cost of any group dental, life and LTD coverage shall, at all times, be at the same rate as the active employee contribution rate for health insurance. Also effective July 1, 2021, the value of the Basic Life Insurance program offered by the Town of Plymouth to active employees will increase from $2,000 to $15,000.

8. **Besides the elements agreed upon in the opener 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.**

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 redesigning the benefits provided hereunder to eliminate such imposition. Recognizing the urgency this situation would 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, 2024. Therefore, Section 19 shall be deemed revoked on June 30, 2024, 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 2024 with a July 1, 2024 implementation. To meet that goal, the parties agree to convene no later than eighteen (18) months prior to the expiration of this agreement (starting in January 1, 2023) 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: **February 2, 2021**

For the Town of Plymouth:
By its Board of Selectmen

Ken Tavares, Chairman

Richard Quintal, Vice Chairman

Shelagh Joyce

Patrick Flaherty

Betty G. Cavacco

For the Public Employee Committee:

Tom Weyant
COBRA-DPW/Town

Margaret Hayes
COBRA-Library/Town

Dispatchers/Town

Firefighters/Town

OPEIU/Town

Police Patrol/Town

Police Superior Officers/Town

SEIU/Town

Administrators/School

COBRA-Custodians/School