

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

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 July 1, 2015 through June 30, 2018. 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. c 32B, § 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 2018 open

enrollment and July 1, 2018 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 (3) year Agreement, effective July 1, 2015 through June 30, 2018.

4. Medicare Part B Reimbursement

- A. All retirees who are Medicare eligible as of March 31, 2016 and their spouses and dependents shall continue to receive one thousand and fifty dollars (\$1,050.00) per fiscal year to be paid quarterly as a reimbursement.
- B. All spouses of retirees who become Medicare eligible after March 31, 2016 shall not receive Medicare Part B reimbursement.
- C. All retirees who become Medicare eligible on or after April 1, 2016 will receive one thousand and fifty dollars (\$1,050.00) per fiscal year to be paid quarterly as a reimbursement.
- D. Should the overall amount of the cost of the Medicare B benefit reduce during the life of this Agreement, the PEC and Town agree to reconvene for the purpose of negotiations regarding Medicare Part B Reimbursement.

5. Contribution Rate

For all active employees enrolled in health insurance plans:

- A. Effective July 1, 2016, the Town of Plymouth (“Town”) shall contribute 77.5% (seventy-seven and a half percent) of the premium cost, and the subscriber shall contribute 22.5% (twenty-two and a half percent).
- B. Effective June 30, 2018, the Town of Plymouth (“Town”) shall contribute 75% (seventy-five percent) of the premium cost, and the subscriber shall contribute 25% (twenty-five percent).

6. Plan Design

All plan designs in effect June 30, 2015, attached as Appendix A, are to remain in effect from July 1, 2015 through June 30, 2018.

7. 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.

8. 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, 2018. Therefore, Section 19 shall be deemed revoked on June 30, 2018, 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 agree to convene no later than six (6) months prior to June 30, 2018 for the purpose of reviewing this Section 19 agreement and opening discussions regarding the health insurance offered by the Town of Plymouth.

9. Bargaining After Section 19 Revocation

When Section 19 is revoked pursuant to the paragraph above, the PEC will be dissolved and the Town and Public Schools shall, unless otherwise agreed to by any or all bargaining units, negotiate with each bargaining unit individually with respect to health insurance coverage. Said negotiations, and any available health insurance coverage, shall be in accordance with Chapter 150E of the General Laws and/or any other applicable law regarding public employee health insurance.

10. 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.

11. 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.

12. Signatories

The signatories are authorized to bind their principals.

APPENDIX A: PLAN DESIGNS

	Blue Choice HMO	Blue Care Elect PPO In-Network	MEDEX (over 65 Medicare Eligible)
Calendar Year Deductible: Individual 2-Person Family	None	None	None
Primary Care Office Visit	\$20	\$30	\$20
Preventive Services	Covered in Full	Covered in Full	\$20
Specialist Office Visit	\$20	\$30	\$20
Emergency Room	\$75 (co-pay waived if admitted or for observation stay)	\$75 (co-pay waived if admitted or for observation stay)	\$25 (co-pay waived if admitted or for observation stay)
Hospital Admission (max 3 co-pays per calendar year)	\$250 (max 3 per year)	\$250 (max 3 per year)	50 (max 1 per quarter, 4 per year)
Hospital Outpatient Surgery Max 2 co-pays per calendar year	\$75 (max 2 per year)	\$75 (max 2 per year)	None
High Tech Imaging (MRI, CT, PET)	\$50	\$50	None
Prescriptions			
Retail 30-Day Supply – Tier 1	\$10	\$15	\$10
Tier 2	\$20	\$25	\$20
Tier 3	\$35	\$40	\$35
Mail Order 90-Day Supply –			
Tier 1	\$10	\$15	\$10
Tier 2	\$20	\$25	\$20
Tier 3	\$35	\$40	\$35

12. Signatories

The signatories are authorized to bind their principals.

Date: June 29, 2015

For the Town of Plymouth:

By its Board of Selectmen

David F. Malaguti

David Malaguti

John Mahoney

John Mahoney

Melissa Arrighi

Melissa Arrighi (Town Manager)

For the Public Employee Committee:

Dale M. Webber

Policed Dispatchers COBRA

Mary McKeon

Mary McKeon (Plymouth teachers) EAPC

Cynthia M. Barber

Cynthia Barber (Plymouth Paraprofessionals) EAPC

Cynthia Toomey

Cynthia Toomey (Plymouth Secretaries) EAPC

Andy Scichilone

Andy Scichilone (Plymouth Administrators) Proxy

Marcia Sheridan

Cyndi Belonis (Custodians) COBRA

Dale M. Webber

Dale Webber (DPW) COBRA

Marcia Sheridan

Marcia Sheridan (Food Service) COBRA

Butch Machado

Butch Machado (CG/PE) COBRA

James Dan

Head Custodians COBRA

James Dan

Skilled Craftsman COBRA

Sharon LaRosa

Sharon LaRosa (Library) COBRA

Neil Foley

Neil Foley (Firefighters) IAFF

Pamela S. Borgatti

Pam Borgatti (OPEIU)

Dana Flynn

Dana Flynn (Police Superiors)

[Signature]

Jaime LeBrettton (PPBH-Patrolmans)

Warren J. Ottino

Warren Ottino (Retiree)

Pearl M. Sears

Pearl Sears (SEIU)