

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

(July 1, 2019 through June 30, 2022)

WHEREAS, the Town of Wayland, including the Wayland Public Schools ("Town"), currently provides health insurance benefits to its subscribers pursuant to M.G.L. c. 32B and,

WHEREAS, the Town, by a vote of its Board of Selectmen on June 13, 2016, elected to change health insurance benefits under M.G.L. c. 32B, § 19, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscribers and,

WHEREAS, the parties agree that acceptance of M.G.L. c. 32B, § 19, is revoked as of June 30, 2019 unless a subsequent agreement is reached and,

WHEREAS, the Town and the Public Employee Committee ("PEC") are entering into this written agreement to accept plan design changes effective July 1, 2019 through June 30, 2022 ("2019-2022 Agreement") and,

WHEREAS, the Town and the Unions agree and affirm that this Agreement supersedes and voids any conflicting provisions contained in any Collective Bargaining Agreements (CBAs) for the length of this M.G.L. c. 32B, § 19 Agreement and pursuant to the majority vote of the PEC the Parties agree that they have satisfied all of their bargaining obligations related to the subject matter of this Agreement.

WHEREAS, the parties agree that they will discuss a successor agreement through the process specified under M.G.L. c. 32B, § 19. The Parties also agree that by discussing a successor agreement, neither Party forfeits any rights with respect to entering into such an agreement.

NOW THEREFORE, the Town and the PEC agree as follows:

Purpose of Agreement

1. The purpose of this 2019-2022 Agreement is to implement changes in health insurance benefits for Non-Medicare health plans following a process of negotiations authorized under M.G.L. c. 32B, § 19. Accordingly, the Town shall implement the following plan design changes to the current Active Employee / Non-Medicare Plans:

Effective July 1, 2019, the Town will offer a High-Deductible Health Plan (HDHP) offered by West Suburban Health Group in addition to the existing Benchmark plans.

Contributions

2. Effective July 1, 2019 through June 30, 2022, the following plan contributions shall apply to the Non-Medicare plans.

HPHC PPO		50% Employer / 50% Subscriber
HPHC Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	66% Employer / 34% Subscriber
BCBS Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	66% Employer / 34% Subscriber
Tufts Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	66% Employer / 34% Subscriber
Fallon Direct Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	66% Employer / 34% Subscriber
Fallon Select Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	66% Employer / 34% Subscriber
High-Deductible Health Plan HMO	Individual	74% Employer / 26% Subscriber
	Family	70% Employer / 30% Subscriber

Effective July 1, 2020, all HMO Benchmark family plan contributions shall be 68% Employer / 32% Subscriber.

Town agrees to fund Health Savings Accounts established through the Town for HDHC participants at the rate of \$1000 for subscribers with individual coverage and \$2000 for subscribers with family coverage (or up to 50% of the HDHC plan deductible if a change is made before the end of this agreement).

Mitigation Fund

3. The parties agree that as July 1, 2019, the mitigation plan shall terminate. The pre-paid "card" issued prior to this agreement will remain active until September 1, 2019 but limited to eligible expenses incurred prior to July 1, 2019.
4. The Catastrophic Illness provision of the Mitigation Plan shall terminate on July 1, 2019. Eligible participants may access this mitigation provision until September 1, 2019 for services incurred prior to July 1, 2019.
5. Unused mitigation funds as of September 1, 2019 shall be returned to the Town.

New Plans

6. Should the West Suburban Health Group institute any new plan offerings during the life of this agreement, the parties agree to negotiate the implementation of those new plans.

Arbitration of Disputes

7. 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 shall be in accordance with M.G.L. 32B, Section 19.

Severability Clause

8. If any provision or portion of this “2019-2022 Agreement” is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope

9. This “2019-2022 Agreement” shall constitute the whole of the Agreement between the Town and the PEC.

Authorization to Sign Agreement

10. Each signatory to this “2019-2022 Agreement” is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

For the Town of Wayland

Wayland Public Employee Committee

Board of Selectmen, June 3, 2019:


Cherry C. Karlson

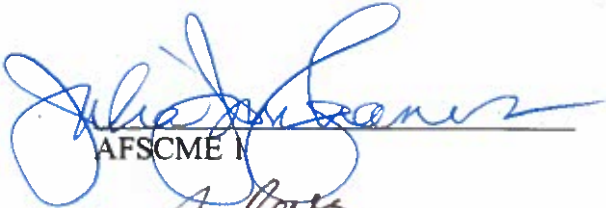

Douglas A. Levine



Lea T. Anderson

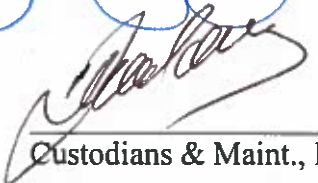

Mary M. Antes

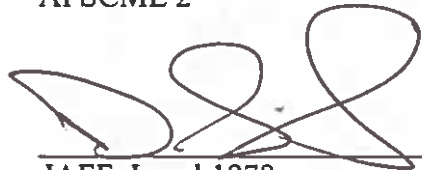

Thomas J. Fay


For the Public Employees' Committee, June 3, 2019:



AFSCME 1


AFSCME 2

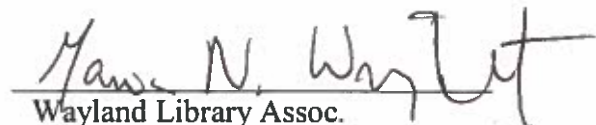

Custodians & Maint., Local 116

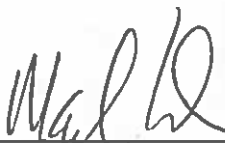

IAFF, Local 1978


Wayland DPW Assoc., Local 170

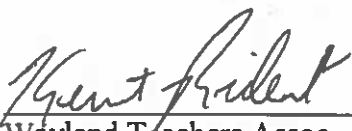


Wayland Edu. Secretaries Assoc.


Wayland Food Service Assoc.


Wayland Library Assoc.


Wayland Police Officer's Union


Wayland Retirees' Representative

 
Wayland Teachers Assoc.

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