

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

(July 1, 2022 through June 30, 2025)

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 changes effective July 1, 2022 through June 30, 2025 (“2022-2025 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

The purpose of this 2022-2025 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, 2022, the Town will continue to offer a High Deductible Health Care Plan (HDHP) offered by West Suburban Health Group in addition to the existing

Benchmark plans. The Town and PEC agree that BCBS Benchmark and BCBS HDHC plans will replace the terminating Fallon Health Plans effective July 1, 2022. Contributions will continue at the current splits for the term of the 2022-2025 agreement as follows:

Contributions

Effective July 1, 2022 through June 30, 2025, 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	68% Employer / 32% Subscriber
BCBS Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	68% Employer / 32% Subscriber
Tufts Benchmark HMO	Individual	74% Employer / 26% Subscriber
	Family	68% Employer / 32% Subscriber
High-Deductible Health Plan HMO	Individual	74% Employer / 26% Subscriber
	Family	70% Employer / 30% Subscriber

The Town agrees to fund Health Savings Accounts established through the Town of 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). The payment schedule for Town Health Savings Account contributions will be as follows:

FY23: July 2022

FY24: September 2023

FY25: September 2024

Open Enrollment

The parties agree to hold a series of educational sessions to assist subscribers in plan selection. Since Fallon terminates coverage on July 1, 2022, (Fallon Select members not re-enrolling will be mapped to BCBS similar network style plans).

New Plans

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

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

If any provision or portion of this “2022 - 2025 Agreement” is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope

This “2022 – 2025 Agreement” shall constitute the whole of the Agreement between the Town and the PEC.

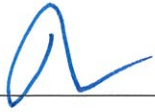
Authorization to Sign Agreement

Each signatory to this “2022 -2025 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.

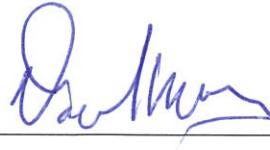
For the Town of Wayland

Wayland Public Employee Committee

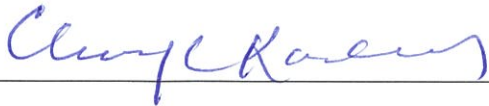
Select Board, March 21, 2022:



Thomas J. Fay



Dave V. Watkins



Cherry C. Karlson



Adam G. Gutbezahl



Carol B. Martin

For the Public Employees' Committee, March 21, 2022:



AFSCME 1



AFSCME 2



Custodians & Maint., Local 116

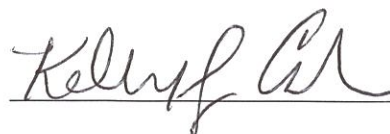
IAFF, Local 1978



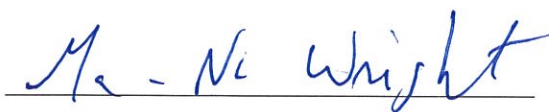
Wayland DPW Assoc., Local 170



Wayland Edu. Secretaries Assoc.

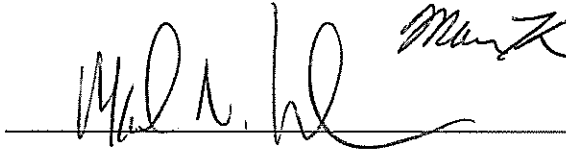


Wayland Food Service Assoc.

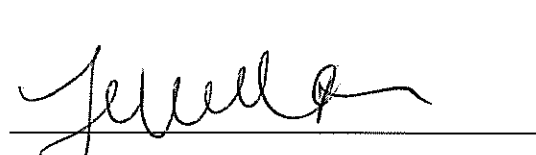


Wayland Library Assoc.

For the Public Employees' Committee, March 21, 2022:

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Wayland Police Officer's Union

A handwritten signature in cursive script, written over a horizontal line.

Wayland Teachers Assoc.

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