

MEMORANDUM OF AGREEMENT

WHEREAS, the Board of Selectmen of the Town of Duxbury voted on December 19, 2011, to adopt M.G.L. c. 32B, §§ 21-23 for the purpose of engaging in the process to change health insurance benefits;

WHEREAS, the Board of Selectmen requested that the Town of Duxbury (hereinafter referred to as the "Town") and representatives from each bargaining unit (hereinafter referred to as the "Unions" as well as non-union and retiree representatives engage in a voluntary, interactive, one-time, non-precedent setting discussions outside of Ch. 150E and Ch. 32B, Sections 19, 21 and 22, regarding the health insurance plan design changes proposed by the Town;

WHEREAS, the Town and the Unions engaged in said process; and

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

Effective Date of Agreement

1. The Agreement shall take effect on the date the Town and the Unions execute the Agreement.

Health Insurance Benefit Changes

2. Effective January 1, 2018, the Town shall offer subscribers the plans and plan designs contained in Attachment A.
3. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses currently eligible for and receiving health insurance through the Town, including employees of the Duxbury Public Schools, and any employees, retirees, surviving spouses who become eligible in the future.
4. The Unions understand and agree that the subscribers will not receive any mitigation monies under this agreement.
5. The Town agrees that it will not implement any additional health insurance benefit changes beyond those detailed in Attachment A, pursuant to M.G.L. c. 32B, §§ 21-23 prior to July 1, 2020 barring any changes required by State or Federal law.

Change in Health Insurance Plan Offerings

6. In the event that Blue Cross/Blue Shield ceases to offer any of the plans listed in Attachment A, this Agreement shall become null and void. In this circumstance, the Town can implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23.

Effect of Agreement

7. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies, by-laws, contracts or collective bargaining agreements between the Town and any Unions and/or Associations representing Town and/or School Department employees.

Savings Clause

8. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope and Modification

9. This written Agreement shall constitute the whole of the Agreement between the Town and the Unions. The Agreement may be modified only through a mutual written agreement between Town and the Unions.

For the Town of Duxbury:



Shawn Dahlen, Board of Selectmen

Dated: 8/28/17



Ted Flynn, Board of Selectmen

Dated: _____



David Madigan, Board of Selectmen

Dated: 8/29/17



Rene' Read, Town Manager


Dated: 8/29/17

For the Unions:



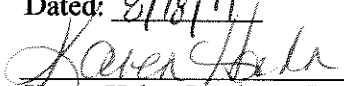
Mary Duffy, Duxbury Administrative Assistants Association

Dated: _____



Chip, Lockett, Duxbury DPW Employees, AFSCME 93 Local 1700

Dated: 8/18/17



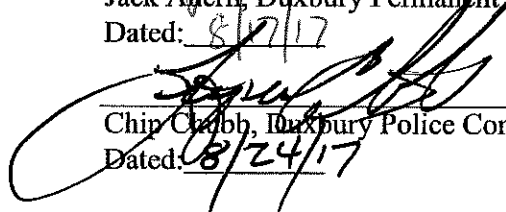
Karen Hahn, Duxbury Free Library Employees, SEIU Local 888

Dated: 8/14/17



Jack Ahern, Duxbury Permanent Fire Assoc., IAFF Local 2167

Dated: 8/21/17



Chip Cobb, Duxbury Police Commanders Assoc., MCOP Local 376

Dated: 8/24/17

Dennis Pearce

Dennis Pearce, Duxbury Police Union, MCOP Local 376B

Dated: 8/17/17

Heather Barnet

Heather Barnet, Duxbury Teachers Association

Dated: 8/11/17

Heather Barnet

Heather Barnet, Duxbury Teachers Association, Instructional Assistants Unit C

Dated: 8/11/17

Kevin Doane

Kevin Doane, Public Safety Dispatchers, MCOP Local 376A

Dated: 8/14/17

David Cusik

David Cusik, School Custodians, AFSCME 93 Local 1700

Dated: 8/17/17

Kathryn W Nemes

Kathy Nemes, Town of Duxbury Secretaries & Clerks, SEIU Local 888

Dated: 8-17-17

Attachment A

	Current	New	Change
Category	<u>HMO</u>	<u>HMO</u>	<u>HMO</u>
Medical Deductible	\$250 per person/\$750 family per plan year	\$500 per person/\$1,000 family per plan year	\$250 per person/\$250 family
PCP Visit	\$20	\$20	No change
Specialist Visit	\$35	\$60	\$25
Inpatient Care	\$300 per admission /\$700 per admission after Deductible	\$500 per admission/\$1,000 per admission after Deductible	\$200/\$300
Prescriptions	\$10/\$20/\$50 Retail - \$20/\$50/\$110 Mail Order	\$10/\$30/\$65 Retail - \$25/\$75/\$165 Mail Order	\$0/\$10/\$15 Retail - \$5/\$25/\$55 Mail Order
Outpatient Surgery	\$150 after Deductible	\$250 after Deductible	\$100
Maximum Out of Pocket	\$5,000/10,000 per plan year out-of-pocket maximum, including drug benefits	\$5,000/10,000 per plan year out-of-pocket maximum, including drug benefits	No Change
Category	<u>PPO</u>	<u>PPO</u>	<u>PPO</u>
Medical Deductible	\$250 per person/\$750 family in-network and \$400 per person/\$800 per family out-of-network	\$500/\$1000 combined	\$250/\$250
PCP Visit	\$20	\$20	No change
Specialist Visit	\$35	\$60	\$25
Inpatient Care	\$300 per admission /\$700 per admission after Deductible	\$500 per admission/\$1,000 per admission after Deductible	\$200/\$300
Prescriptions	\$10/\$20/\$50 Retail - \$20/\$50/\$110 Mail Order	\$10/\$30/\$65 Retail - \$25/\$75/\$165 Mail Order	\$0/\$10/\$15 Retail - \$5/\$25/\$55 Mail Order
Outpatient Surgery	\$150 after Deductible	\$250 after Deductible	\$100
Maximum Out of Pocket	\$5,000/\$10,000 in-network (\$3,000/no family limit out-of-network) per plan year	\$5,000/\$10,000 in-network (\$3,000/no family limit out-of-network) per plan year	No change