

MEMORANDUM OF AGREEMENT

Whereas, the City Council of the City of Quincy voted to accept M.G.L. c. 32B, Sect. 19; and

Whereas, the City of Quincy (City) and the duly-formed Public Employee Committee (PEC) have entered into negotiations;

Now, therefore, the City and the PEC agree as follows.

Effective Date and Duration of Agreement

1. This Memorandum of Agreement (Agreement) shall take effect on July 1, 2018 and shall remain in effect through June 30, 2024.

Transfer of Coverage out of the GIC

2. For purposes of this Agreement, the term “subscribers” shall mean all employees, retirees, surviving spouses and dependents, currently eligible for and receiving health insurance through the City and any employees, retirees, surviving spouses and dependents who become eligible in the future.

The City will provide notice to the GIC of its withdrawal from the commission by sending a copy of this Agreement to the GIC, as soon as possible after the City and the PEC execute the Agreement, and in no event later than December 1, 2017.

Contribution Splits

3. For the duration of this Agreement, the City and subscriber will contribute based on the following schedule:

	<u>HMO PLAN</u>	
	<u>CITY</u>	<u>SUBSCRIBER</u>
7/1/18	85%	15%
7/1/19	85%	15%
7/1/20	85%	15%

7/1/21	85%	15%
7/1/22	82.5%	17.5%
7/1/23	82.5%	17.5%
6/30/24	80%	20%

PPO PLAN

	<u>CITY</u>	<u>SUBSCRIBER</u>
7/1/18	82%	18%
7/1/19	81%	19%
7/1/20	80%	20%
7/1/21	78%	22%
7/1/22	77%	23%
7/1/23	75%	25%

MEDICARE INDEMNITY PLAN

	<u>CITY</u>	<u>SUBSCRIBER</u>
7/1/18 - 7/1/23	75%	25%

MEDICARE HMO PLAN

	<u>CITY</u>	<u>SUBSCRIBER</u>
7/1/18	85%	15%
7/1/19	85%	15%
7/1/20	85%	15%
7/1/21	85%	15%
7/1/22	82.5%	17.5%
7/1/23	82.5%	17.5%
6/30/24	80%	20%

Plan Design

4. The benefits of the HMO, PPO, Medicare Indemnity and Medicare HMO Plan are as outlined in Appendix A. These benefits will remain for the duration of this agreement, to the extent that they can be offered in compliance with State and Federal laws, and can be administered by the health insurance carrier.

Medicare Enrollment

5. Subscribers who are eligible or who become eligible for Medicare

shall transfer to Medicare coverage. Effective July 1, 2018, the City will reimburse fifty-five percent (55%) of the monthly cost (not to exceed 55% of the standard premium) of Medicare Part B enrollment for any subscriber enrolled in a Medicare Supplement Plan through the City.

On or before September 30 of each year, the City shall send payment of its share of the Medicare Part B premium to the home address on file for any Medicare eligible subscriber. The subscriber shall notify the City of any changes to his or her address during the life of the Agreement.

Payroll Deductions

6. At the employees option, the City agrees to deduct from the salary of members, deductions for health insurance on a pre-tax basis, commonly referred to as a "Cafeteria Plan". Effective July 1, 2018, the City agrees to continue to deduct from the salary of members, deductions for a Dependent Care Account Plan (DCAP) and a Medical Care Account Plan (MedCAP), commonly referred to as "Section 125" Plans. The City shall pay any and all set-up costs and administrative fees for subscribers who opt into these programs.

Dental Insurance

7. The City agrees to maintain the current dental insurance plan designs. Effective July 1, 2018, the maximum benefit per calendar year for each covered member in the dental insurance plan of the City shall continue to be one thousand five hundred (\$1,500) dollars. For the duration of this Agreement, the City will contribute fifty percent (50%) of the premium and the subscriber shall contribute fifty percent (50%).

Future Meetings of City and PEC

8. The PEC shall be composed of a union representative from each collective bargaining unit which negotiates with the City and a retiree representative designated by the Retired State, County and Municipal Employees Association and the Mayor or his designee. Each union representative and the retiree representative shall have the option of allowing one additional representative to attend meetings of the PEC.

The parties shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the City and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the City and to the PEC in writing. The City may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Any employee who is a representative on the PEC shall receive time off to attend meetings of the Committee with the City with full pay and benefits. The City shall make available to the PEC copies of any correspondence between the City and any provider of health care.

Health Coverage After June 30, 2024

9. This agreement will terminate on June 30, 2024.

The Mayor or his designee and the PEC will begin negotiations for a successor agreement pursuant to Section 19 no later than January 2, 2023. If the parties have not reached a successor agreement by September 15, 2023, either party may file for final and binding arbitration of all unresolved issues, including but not limited to premium contributions. The arbitration proceeding shall be administered by the American Arbitration Association under the procedures set forth in its Labor Arbitration Rules. The arbitrator shall render a decision no later than November 1, 2023 and the parties shall execute a successor agreement no later than November 15, 2023.

Savings Clause

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

Scope & Modification

11. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

Arbitration of Disputes

12. Either party may submit a dispute between the parties concerning the interpretation or application of this Agreement to the American Arbitration Association for arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC must be approved by seventy percent (70%) of the weighted votes of the representatives on the PEC.

Effect of Agreement

13. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or any collective bargaining agreements between the City and any unions representing City employees. The City and the PEC agree to maintain section 19 to bargain health insurance.

Authorization to Sign Agreement

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

Executed on behalf of the City of Quincy and the Public Employee Unions:

CITY OF QUINCY

Mayor of the City of Quincy

Date

PUBLIC EMPLOYEE COMMITTEE

PEC Chairperson

Date
