

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE
TOWN OF DEDHAM
AND THE
DEDHAM PUBLIC EMPLOYEE COMMITTEE

WHEREAS, the Town of Dedham (“Dedham” 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 Dedham, including all bargaining units within the Dedham School Department, all of whom are signatories to this agreement, hereby are a Public Employee Committee (“PEC”) accepts Chapter 32B, Section 19. The PEC will be the authorized exclusive bargaining representative for the coalition of public employee bargaining units and retirees of Dedham with respect to health insurance coverage; and

WHEREAS, Dedham and the PEC (collectively, the “parties”) have concluded negotiations regarding health insurance benefits for Dedham’s subscribers for the five year time period from July 1, 2023 through June 30, 2028, unless terminated sooner as provided herein; and

WHEREAS, the parties agree that all current collective bargaining agreements, and any successor collective bargaining agreements negotiated with any bargaining units shall continue in full force and effect, except that this MOA shall control and supersede as to any conflicting provisions;

NOW, THEREFORE, the parties agree that, this MOA shall continue the acceptance of the PEC Agreement pursuant to M.G.L.c.32B, Section 19, and the terms and conditions of employment shall be modified as follows:

1. **Approval of MOA as PEC Agreement by Dedham and PEC:** All of the signatories to this MOA agree that the parties have fully complied with all of other procedural requirements of M.G.L.c.32B, Section 19.
2. **Section 19 Supersedes Conflicting Bargaining Agreements:** Any and all conflicting provision of any collective bargaining agreement relative to health insurance between and among Dedham, the Dedham School Committee and any of the bargaining units who are signatories to this MOA shall be superseded by the PEC Agreement.
3. **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, 2028 or, if this PEC Agreement shall be terminated earlier in accordance with paragraph 9 below, on the date of such termination. Therefore, Section 19 shall be deemed revoked on June 30, 2028, or on the date of earlier termination, whichever occurs first, and said revocation shall not require a subsequent agreement between Dedham and the PEC nor a subsequent vote by the Board of Selectmen. If it is later determined that a distinct vote by the Board of Selectmen is required to revoke Section 19, then this agreement shall be deemed to be support by the PEC for such revocation.
4. **Bargaining After Section 19 Revocation:** When Section 19 is revoked pursuant to Paragraph 4 above, the PEC will be dissolved and Dedham and the Dedham School Department shall, unless otherwise agreed to by any or all bargaining units, negotiate

with each bargaining unit individually with respect to health insurance coverage, utilize M.G.L. c.32B, Section 21-23 to effect changes in health insurance, or avail themselves of any other options available under applicable law regarding public employee health insurance. Nothing in this MOA shall preclude Dedham and/or the Dedham School Committee from initiating bargaining or other lawful processes for changing health insurance prior to the revocation date of Section 19, but no new changes shall be effective prior to the termination of this Agreement.

5. Insurance Plan Options:

a. Effective July 1, 2023, all benefit eligible active employees may choose one of the following three health insurance options:

- i. Enroll in a High Deductible Health Plan (“HDHP”) with Health Saving Account (“HSA”) offered through the WSHG. Dedham will contribute 50% of the annual deductible amount for the HDHP to the HSA of each participating employee during the five years of this Agreement. These payments will be made in a lump sum on or about the beginning of the fiscal year. The HSA will be pro-rated when an employee enrolls in the HDHP midyear. If a Dedham Public Schools employee resigns between the end of the school year and before the beginning of the next school year, the employee must reimburse Dedham for the pro-rated amount already paid as part of the health savings account within 30 days of the date of resignation.
- ii. Enroll in one of the “Benchmark” plans offered through WSHG.

iii. Elect the buyout option. Subject to the terms of this paragraph, any newly hired or an employee enrolled in Dedham's health insurance for at least 2 years as of June 30, 2023 who opts out of Dedham health insurance for the plan year beginning July 1, 2023 shall receive \$2,000 if presently enrolled in an individual plan and \$4,000 if presently enrolled in a family plan, payable in pro-rated biweekly or weekly installments, less taxes and other usual and customary withholdings, for each year the employee foregoes Dedham health insurance. Employees presently enrolled in an individual plan through the town who opt out and go on their spouse's family insurance will receive the \$4,000 family opt-out payment. The paycheck opt-out contribution amount will be calculated by dividing the annual opt-out contribution amount by the number of regular paychecks that the employee receives per year. The opt-out payments will be paid on the same schedule as the health insurance deductions. Buyout payments are conditioned upon submission of a buyout request form , together with satisfactory proof of other qualified coverage. In the event a buyout participant must reinstate Dedham's coverage due to a qualifying event or any other reason during the waived year, he or she is reinstated in the Dedham plan and will cease receiving the buyout payments. Employees with a spouse employed by the Town or School and covered under the Town's health insurance are not eligible for the buyout. Employees must provide proof of qualified coverage before the buyout will apply.

6. **Changes at WSHG:** Should the West Suburban Health Group (WSHG) disband for any reason or should the WSHG cease to offer any of the health insurance plans specified herein at any time during the term of this Agreement, this PEC Agreement shall become null and void on the expiration date of the discontinued plan(s). At any time after the WSHG votes to disband or to discontinue any of the plans specified in this PEC Agreement, the Town may initiate any of the processes available under the law applicable to public employee health insurance to provide for new health plans in anticipation of termination of this PEC Agreement, even if termination of this PEC Agreement has not yet occurred.
7. **Communication about Health Insurance Options with Employees:** Dedham and the collective bargaining units agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings, emails and distribution of other promotional materials to the Town's employees and other impacted subscribers. The parties also agree that Human Resources employees may communicate directly with members of the respective collective bargaining units to assist those members in understanding and choosing among the health insurance options.
8. **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 arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC must be approved by seventy (70%) of the weighted votes of the representative on the PEC. Any arbitrator appointed in such process shall look to and be bound by external law.

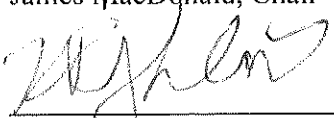
9. **Retired Dedham Teachers:** Retired Dedham teachers shall continue be offered enrollment in the health plans maintained for the retired municipal teachers under the Group Insurance Commission. Those plans and the retired Dedham teachers are unaffected by this Agreement.
10. **Savings Clause:** If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provision or portions shall remain binding.
11. **Scope and Modification:** This Agreement shall constitute the whole of the Agreement between Dedham and the PEC. The Agreement may be modified only by a written document signed by Dedham and the PEC.
12. **Authorization to Sign Agreement:** Each signatory to this Agreement is authorized to bind then entity he/she represents. The PEC represents that it has the authorization and approval of at least fifty-one (51%) of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

IN WITNESS WHEREOF, we have set our hands this 19th day of January 2023.


FOR THE TOWN OF DEDHAM:



James MacDonald, Chair



Kevin Coughlin, Vice-Chair



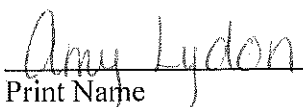
Dimitria Sullivan



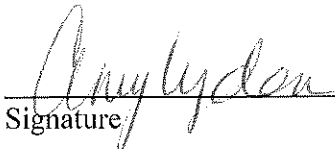
Erin Boles Welch

Dennis J. Teehan, Jr.

FOR THE PEC:



Print Name

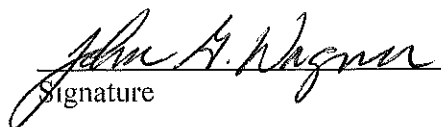


Signature

Representing: Dedham Education Association

JACK WALKER

Print Name



Signature

Representing: Dedham Firefighters Local # 1735

Kevin O'Brien

Print Name



Signature

Representing: JJ McMillan

Francis McMillan
Print Name

JJ McMillan
Signature

Representing: Dedham Police Patrol Officers Union

MATTHEW KUZAK
Print Name

[Signature]
Signature

Representing: _____

Print Name

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Representing: _____

Print Name

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Representing: _____

Print Name

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Representing: _____