

**STATE OF NEW YORK  
COUNTY OF DUTCHESS  
TOWN OF LA GRANGE**

**TOWN BOARD MEETING  
February 16, 2011**

**Present:** Supervisor Jon Wagner  
Councilman Joseph Luna  
Councilman Edward Jessup  
Councilman Gary Polhemus

**Absent:** Councilman Gary Beck

**Recording Secretary:** Christine O'Reilly-Rao

**Others Present:** Robert O'Connor, CSEA, Labor Relations Specialist  
Michael Richardson, Labor Relations Specialist  
Brian Aldrich, CSEA Local Union President  
Joey Tighe  
Doug Russell

A special meeting of the Town Board was held on Wednesday, February 16, 2011 at the LaGrange Town Hall, 120 Stringham Road. Supervisor Wagner called the meeting to order at 7:08 p.m.

Supervisor Wagner stated that the purpose of the meeting was to address a grievance dated January 5, 2011 which was brought by Mr. Aldrich regarding the health benefits offered by the Town. The grievance had been denied by Mr. Wagner who cited § 9.1.3 to support his position that the current plan is comparable and has the same benefit structure as the old plan.

The hearing before the Board was the second step in the grievance process.

Mr. O'Connor read § 9.1.3 of the Collective Bargaining Agreement which spells out the criteria for changing insurance plans.

*Change In Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the current plan provided the alternative plan's benefit structure and provider network is comparable to the current plan. Comparable shall mean that each benefit in the new plan will not have to be exactly equal to each corresponding benefit in the old plan, but that the new plan will not result in a reduction in the total benefits than those provided by the old plan. The Town will notify the President of the bargaining unit at least sixty calendar days prior to the proposed change.*

He asserted that the current plan is not comparable.

He then read § 9.1.1, asserting that the benchmark should be the MVP 20+ plan.

*Insurance Plan: The Town will make available the "MVP 20+" medical insurance plan with a \$5/\$20/\$40 prescription drug rider to each regular full-time employee and the employee's eligible family.*

Mr. Richardson stated that the MVP 20+ plan is not pertinent to the discussion since the current plan is MVP EPO.

Mr. O'Connor disagreed and stated that the benchmark plan is MVP 20+ under the Union Agreement and that the Town cannot change the existing conditions of the contract.

Mr. Richardson countered that the Union had rejected the tentative Agreement with the Town.

Mr. Wagner stated that it was not the Town's decision to make the employees responsible for 50% of the deductible, but was rather a direct result of MVP's policy.

Mr. O'Connor stated that he felt that the current plan was not comparable to either MVP plan.

Mr. Wagner stated that the plan at the base of the grievance had been in place for nearly a year and that there had been no grievance filed until January 2011.

Mr. O'Connor stated that the impact of the deductible; \$750.00 for a single and \$1500.00 for a family rendered the plan as not comparable.

Mr. Aldrich's stated that the grievance cited the deductible cost to employees as one factor that makes the new plan not comparable to the old one.

Mr. Wagner stated that the Town had not changed providers and that the benefit structure was identical. In addition, MVP would no longer allow the Town to be responsible for 100% of the deductible.

Mr. Aldrich stated that he had met with Supervisor Wagner to see if other options were available. He stated that he was informed that there was money available to go back to the TRIVANTAGE plan. He added that some members were having issues with the CHOICECARD.

Mr. Wagner asked what the grievance was exactly.

Mr. O'Connor replied that the plan was not comparable.

Mr. Wagner asked if he meant the plan which has been in place for nearly a year was not comparable.

Mr. O'Connor replied in the affirmative. He added that employees are now responsible not only for the deductible, but also for their contribution to the cost of the premium.

Mr. Wagner stated that there would be significantly higher costs for the employees associated with a plan such as TRIVANTAGE.

Mr. Aldrich stated that going back to a traditional co pay plan would be worth the additional cost.

Mr. Wagner stated that MVP 20+ had no out-of-network provision, while the current plan will allow out-of-network and out-of area coverage. The current plan covers the employees for the first half of their deductible, i.e. they will incur zero out of pocket and then they will have zero out of pocket again after he rest of the deductible has been met, except for prescriptions. He further stated that he could not find any language in the contract which specifies that the Town pick coverage based on deductible or co pay amounts. The current plan has the same benefit structure and network as the MVP 20+plan.

Mr. O'Connor stated that the base or benchmark should be the MVP 20+ plan. He added that the Union only wants benefits comparable to this with the same benefit structure and network providers and that the high deductible of the current plan is one of the factors why the plan is not comparable. He added that one of his objections to the 2009 Agreement was that the Town unilaterally altered the MVP 20+ plan to a different plan. He stated that he had sent the Town's representative this objection to that editing of the Agreement.

Mr. Wagner stated that the MVP 20+ plan actually had fewer benefits than the current one.

He asked if the Board might take additional time over the usual 10 days to deliberate.

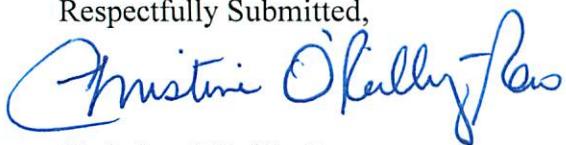
Mr. O'Conner stated that the Board could take additional time to consider the matter.

Mr. Luna stated that he was ready to vote on the original grievance.

Mr. O'Connor then stated that the grievance remedy should be changed to "other options" only.

Councilman Jessup moved to adjourn the meeting at 7:40 p. m. seconded by Councilman Polhemus and carried by all.

Respectfully Submitted,



Christine O'Reilly-Rao  
Town Clerk