

**MEMORANDUM OF AGREEMENT PURSUANT TO 801 CMR 52.00**

**BY AND BETWEEN**

**THE TOWN OF NORTH ATTLEBORO**

**AND**

**THE NORTH ATTLEBORO PUBLIC EMPLOYEE COMMITTEE**

WHEREAS, the Board of Selectmen (“Board”) of the Town of North Attleboro (“Town”) voted on September 21, 2017, to change group health insurance under the process authorized by G.L. c. 32B, §§ 21-23; and

WHEREAS, on September 26, 2017, the Town provided its Insurance Advisory Committee with notice of its intention to change group health insurance under the process authorized by G.L. c. 32B, §§ 21-23; and

WHEREAS, a PEC was formed and the Town, on October 2, 2017, delivered its 801 CMR 52.03 notice to the PEC representatives; and

WHEREAS, the negotiation period with the PEC commenced on October 4, 2017, and is set to expire on November 4, 2017; and

WHEREAS, both the Town and the PEC have engaged in negotiations in good faith and desire to enter into a mutually acceptable agreement relative to this subject matter;

NOW THEREFORE, pursuant to 801 CMR 52.04(4), the Town and the PEC agree as follows with respect to plan design changes to the Town’s group health insurance plan.

1. Implementation. The Town will transfer health care benefits from the Southeastern Mass Health Group into the Massachusetts Interlocal Insurance Association

(MIIA) effective July 1, 2018 through June 30, 2021. The Town's existing plans shall be replaced by the "benchmark v2" Blue Cross/Blue Shield, which include the Blue Care Elect Preferred \$300 Deductible (PPO), Network Blue New England \$300 Deductible (HMO), MEDEX II with Prescription Drug Plan (PDP), and Managed Blue for Seniors with PDP.

2. Plan Design. The current plan design of Blue Care Elect Preferred (PPO), Network Blue New England (HMO), HMO Blue Custom Network (HMO), MEDEX II with PDP, and Managed Blue for Seniors with PDP are as set forth in the Summary of Benefits documents attached hereto and incorporated herein by reference.

3. Plan Contributions By mutual consent, the parties agree to incorporate herein the following plan contributions for the life of the agreement;

Blue Care Elect \$300 Deductible PPO	75% Employer / 25% Subscriber
HMO Blue New England \$300 Deductible Individual Plan Effective July 1, 2018	80% Employer / 20% Subscriber
Family Plan	75% Employer / 25% Subscriber
Individual Plan Effective July 1, 2019	75% Employer / 25% Subscriber
Family Plan	75% Employer / 25% Subscriber
Medex 2 w/Select PDP	75% Employer / 25% Subscriber
Managed Blue for Seniors w/Select PDP	75% Employer / 25% Subscriber

The parties represent that any collective bargaining obligations with respect to contribution rates which are required by G.L. chapter 150E have been fully satisfied.

This paragraph 3 shall replace and supersede any different, conflicting, or other provisions regarding contribution rates in any current collective bargaining agreement.

4. Mitigation. The Town agrees to establish a Health Reimbursement Arrangement (HRA) at an amount equal to 25% of the first year savings. The established

HRA shall be for all plan subscribers and shall reimburse actual out-of-pocket expenses for the following covered services;

Inpatient Hospitalization Copayment	\$275 or \$1,500
Outpatient Surgical Copayment	\$250
Hi-Tech Imaging Copayment	\$100
Annual Deductibles	\$300 Individual /\$900 Family

The funds shall be made available until exhausted or until July 1, 2019, whichever occurs first. In the event there are unused HRA funds at the end of the first year of this agreement, the Town and PEC shall meet to determine an appropriate fund disbursement.

5. Notification. Subscribers shall be notified of the implementation of the plan pursuant to 801 CMR 52.04(5), or on or before April 1, 2018; and the Town shall hold a 'health fair' in April 2018 on a date to be determined by the Town. The open enrollment period for the new plans shall be from the date of the 2018 health fair through and including Friday, May 31, 2018.

6. Binding Effect. Pursuant to 801 CMR 52.04(6), this Agreement is binding on all subscribers and their representatives.

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

8. Authorization to Sign Agreement. 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 a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

9. Entire Agreement. This Agreement constitutes the entire agreement reached by the Parties pertaining to this matter. No other agreement, oral or otherwise, will be considered to exist or to bind any of the Parties. No representative of any Party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the Parties to this Agreement acknowledges that such Party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified, except by a written instrument signed by all Parties. The parties acknowledge that they have thoroughly read this Agreement, that they understand it, and that they are entering into it of their own free will.

FOR THE TOWN:  
M. Pinnock 11/30/17  
Date

Michelle Laporte 11/30/17  
Date

[Signature] 11/30/17  
Date

[Signature] 11/30/17  
Date

\_\_\_\_\_  
Date

FOR THE PEC:  
Nestor Remundo 11/29/17  
NAFT-Teachers Date

David DeJesus 11/30/17  
AFSCME Date

Bruno J. Giacchino 11/27/17  
Laborers Date

[Signature] 11-28-17  
MASSCOP-Police Patrol Date

Chief A. B. 11/27/17  
MASSCOP-Police Professional Date

Pamela Acerno 11/30/17  
Retirement DATE

T. L. McLean 11/22/2017  
NAFD Date

Michael M. M. 11/29/17  
AFSCME-Custodial/Bus Date

[Signature] 11/29/17  
NAFT-Office Professional Date

Kelley Bellows 11/29/17  
NAFT-Paraprofessionals Date

Mark E. Joubert 11/15/17  
MASSCOP-Dispatchers Date

Matthew J. Roy 11/30/17  
NAED-IBEW Unit B Date

Stacy H. Stevens 11/29/17  
NAED-IBEW Unit A Date

Nichole C. Burrows 11/30/17  
USW Date

Bonnie McAuliffe 11-29-17  
NAFT-Cafeteria Date

Cosimo Bruns 11/28/17  
School Administrators Date