MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN of SUDBURY
AND
THE M.G.L. c. 32B, s. 21-23 SUDBURY PUBLIC EMPLOYEE COMMITTEE
TO PROVIDE HEALTH INSURANCE THROUGH
THE GROUP INSURANCE COMMISSION

WHEREAS, the Town of Sudbury including the Sudbury Public Schools ("Town"), currently provides health insurance benefits to its subscribers pursuant to M.G.L. c. 32B; and

WHEREAS, the Town, by a vote of its Board of Selectmen on November 21, 2011voted to implement sections 21-23 of M.G.L. c. 32B for the purpose of transferring all subscribers to the Commonwealth's Group Insurance Commission; and,

WHEREAS, the Town, and the Public Employee Committee ("PEC") entered into a written agreement to transfer the Town's subscribers to the GIC pursuant to M.G.L. c. 32B, 21-23 effective July 1, 2012; and

WHEREAS, the Town and the PEC have agreed to continue the Town's participation in the GIC for an additional three year period from July 1, 2020 through June 30, 2023;

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

Purpose and Term of Agreement

1. The purpose of this Agreement is the extension of the Town's participation in the GIC benefit program effective July 1, 2020, pursuant to the process authorized by sections 21-23 of M.G.L. c. 32B. The parties agree that the term of this Agreement expires June 30, 2023. Any decision by the Town to exit the GIC would be accomplished in accordance with the rules of the GIC and applicable laws and regulations.

Approval of MOA as PEC Agreement by the Town and the PEC

2. By executing this Agreement both the Town and the PEC agree to all of the terms of this Agreement.

Waiting/Hiatus Period

3. Waiting/Hiatus Period

New employees of the Town are eligible to enroll in health insurance offered by the GIC in accordance 805 CMR 9.01. GIC health insurance benefits begin on the first day of the month following sixty (60) days or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR. 9.01(3) are hereinafter referred to as the "Waiting/Hiatus Period."

4. Waiting/Hiatus Period Stipend

During the "Waiting/Hiatus Period," the Town shall pay a stipend ("Waiting/Hiatus Period Stipend") to those employees who have notified the Town within 10 calendar days of employment that they have chosen to enroll in one of the health insurance plans offered by the GIC. The amount of the "Waiting/Hiatus Period Stipend" will be equal to the employer's portion of the premium or cost for whichever plan the employee has chosen to enroll. To receive the "Hiatus Period Stipend", the employee must show both proof of other health insurance coverage during the "Waiting/Hiatus Period," (e.g., COBRA or other alternative health insurance plan). If the employee's payment for the other health insurance is an amount that is less than the dollar equivalent of the Town's contribution for the plan the employee has enrolled in the employee shall only receive the reduced amount from the Town. New employees will receive a written statement outlining the obligations under the Waiting/Hiatus Period.

Newly enrolled employees/subscribers who cancel their GIC coverage within sixty (60) days of the effective date of the GIC coverage shall return the "Waiting/Hiatus Period Stipend" in its entirety to the Town.

5. GIC Retroactive Effective Date of Coverage

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the "Waiting/Hiatus Period" that in sum exceeds the full-cost health insurance premium of the GIC's elected plan for the "Waiting/Hiatus Period", the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the Town shall submit the full-cost health insurance premium for the "Waiting/Hiatus Period" to the GIC in a timely manner. The employee shall reimburse the Town for the premium and any "Waiting/Hiatus Period Stipend" amount already received through normal payroll deductions.

a. The provisions of subparagraphs (6), (7) and (8) (Waiting/Hiatus Period) shall expire if and when the GIC eliminates the "Waiting/Hiatus Period".

Severability Clause

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

Authorization to Sign Agreement

7. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC signatories represent that they have the authorization and approval of a majority of the weighed votes of the PEC to execute this Agreement and that this Agreement is binding on all subscribers including active employees, retirees and dependents.

The Town of Sudbury

Daniel E. Carty, Chairman

Patricia A. Brown, Vice-Chairman

Janie W. Dretler, Selectman

William Schineller, Selectman

Jennifer Roberts, Selectman

Maryanne Bilodeau, Interim Town Manager

The Town of Sudbury Public Employee Committee

48.7% SEA (Sudbury Educators Association)

16.4% ESPAS (Educational Support Professional Support Association of Sudbury)

2.0% Sudbury Education Association Custodial Employees

1.2% Sudbury School Nurses' Association

3.3% Massachusetts Coalition of Police Local 370, AFL-CIO

1.2% Massachusetts Coalition of Police Sergeants Local 370A, AFL-CIO

7.8% Sudbury Firefighter Association Local 2023 IAFF, AFL-CIO

4.7% Local #1156 Public Employees of the Laborer's International Union of NA AFL-CIO

2.7% Sudbury Supervisory Association

1.4% Dispatchers Teamsters Local Union 25
On behalf of Town of Sudbury Civilian Dispatchers

0.6% Engineers Association of Engineers, Architects and Draftsmen, Local 105-IFPTE, AFL-CIO

10.0% Retiree Representative