

Memorandum of Agreement Between  
The Town of Natick and  
All Collective Bargaining Units representing employees employed by the  
Town of Natick ("the Unions")

The terms of this agreement will be in effect from July 1, 2022 through June 30, 2024.

WHEREAS, the Town of Natick (the "Town") currently provides health insurance benefits to its eligible subscribers through participation in a collaborative known as the West Suburban Health Group (WSHG); and

WHEREAS, the Town and the Public Employees' Committee (PEC) have agreed to the following terms that will, if implemented, allow the Town to remain a member of WSHG; and

WHEREAS, the Town and the Unions by mutual acceptance of this Agreement acknowledge and affirm that said Agreement shall supersede and void any conflicting provisions in any Collective Bargaining Agreements (CBAs), and the parties mutually agree that the Town under the terms of MGL Chapter 32B section 19 and pursuant to a majority vote of the (PEC) have satisfied all of its bargaining obligations relating to the subjects of this Agreement:

NOW THEREFORE, the Town and the PEC ("the parties") agree as follows:

- 1) This Agreement will be for a two year period commencing July 1, 2022 and ending June 30, 2024. The PEC acknowledges and agrees that this Agreement shall be implemented by the Town if approved by weighted majority vote of the PEC comprised of Collective Bargaining Units of the Town and ratified and executed by the Select Board.
- 2) The parties to this Agreement agree that the Select Board may, and are hereby authorized to, rescind the acceptance of MGL Chapter 32B section 19 at any time.
- 3) The parties agree that effective July 1, 2022 the Town will contribute 75% toward the cost of the premium for the lowest priced Limited Provider Network benchmark health insurance plan (Benchmark) and High Deductible health insurance plan (HDHP) for both family and individual plans and the lowest priced General Provider Network Benchmark and HDHP for both family and individual
- 4) The parties agree that effective July 1, 2022, the Town will contribute 62% toward the cost of all other Benchmark and HDHP family and individual plans.

- 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at 50%. The Town's contribution towards all Medicare supplement plans shall remain at 50%.
- 6) The Town shall continue to maintain a Flexible Spending Account program for eligible employees and shall continue to pay the administrative fee for all employees enrolled in the FSA, The Town will offer a debit card for all FSA subscribers. Notwithstanding any other terms in this Agreement, this provision shall sunset effective June 30, 2024 unless the Town in its sole discretion elects to continue the FSA program. Note that the FSAs are not available to subscribers of HDHPs.
- 7) The Town shall establish a Health Savings Account (HSA) program for all employees/non-Medicare retirees enrolled in a HDHP. The Town shall annually contribute to the HSA \$1000 for an individual plan and \$2000 for a family plan. Payments to the HSA will be made in two equal amounts for FY 2023 and FY 2024, in the months of October and March. Employees who enroll mid-term will receive the first HSA payment on the next scheduled payment date and receive the second payment within sixty (60) days. Employees who start after all scheduled payment dates will receive a lump sum payment during the pay period following his/her start date. The Town shall pay the administrative fee for all employees enrolled in a HSA. Notwithstanding any other terms of this Agreement, the Town's contribution pursuant to this section shall sunset effective June 30, 2024.
- 8) Should the West Suburban Health Group (WSHG) disband for any reason during the term of this Agreement, this Agreement shall become null and void and the Parties shall negotiate a new agreement pursuant to MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject to the Select Board's acceptance of said statutes. If WSHG votes any other changes in health care coverage that affect this Agreement the Parties will meet to negotiate amendments to the Agreement regarding said changes. If the WSHG votes on any substantive change to the rate differential between the lowest cost plan and the other plans, either party can ask to renegotiate.
- 9) The Town and the Union agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings or emails and distribution of other promotional materials to the Town's employees and other impacted subscribers. The Town and the Union understand that the Town plans to hold an annual Employee Benefits Fair (EBF) during the years of this agreement. Should the Town not be able to hold an annual EBF for any reason, the Town will make reasonable efforts to make available representatives from the health insurance providers to plan subscribers on an as requested basis.
- 10) The Town will offer an "opt-out" program for employees who have been enrolled in a Town health benefit plan for at least one year prior to the date the employee

opted out. The Town will make a payment of up to \$2,000 for those on the individual plan or a payment of up to \$4,500 for those on a family plan in June of each plan year. To qualify for the opt-out program, an employee must submit a completed "Opt-Out Form" to the Benefits Office. If an employee opts out for less than 12 months the payment will be pro-rated. Any employee who at any time received payment under the 2018 PEC Agreement effective July 1, 2018 may be eligible to receive additional payments that equals three years of payment during the term of the agreement.

- 11) Any and all provisions of any collective bargaining agreement relative to health insurance rates, contribution rates or policies between the Town or School Committee and any bargaining unit shall be superseded by the terms of this Agreement.
- 12) The parties agree that the Town will hold an annual meeting with the Insurance Advisory Committee and the members of the Public Employee Committee will be invited to said meetings.
- 13) The parties agree that the Town will commence applicable payroll deductions in June 2022 for the insurance coverage scheduled to commence on July 1, 2022
- 14) If this agreement is not extended or renewed or if the parties cannot reach an alternative agreement, health insurance offered by the Town shall retain the premium contribution breakdowns specified in section three through five of this agreement.
- 15) The parties agree that the Town will budget \$30,000 in each fiscal year covered by this agreement for a "Continuity of Care Mitigation Fund." The Mitigation Fund is established for the purpose of helping employees/non-Medicare retirees and their covered family members who, at the time of open enrollment for the FY 2023 coverage year, are receiving active treatment by a primary specialist that specializes in a defined practice and that specialist is not covered within the Network Blue plan.

For these purposes, the terms "active treatment" "serious condition" and "primary specialist" are defined as follows:

- o Active treatment: treatment following an inpatient stay or outpatient procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease scheduled no later than July 1, 2022. Active treatment does not

include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease.

- o Active treatment shall also include mothers who give birth before July 1, 2022 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Network Blue Plan.
- o Serious condition: one that is life threatening or could lead to a serious or permanent disability if left untreated.
- o Primary specialist (may include but not limited to): a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist, orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.
- o An employee/retiree/covered family member who believes he/she is eligible for this benefit is obligated to apply for Network Blue Plan coverage. Should continuation of the existing care be denied, pursue all available appeals in an effort to gain authorization from Network Blue for continued treatment and care prior to the close of the open enrollment period for FY 2023 health insurance coverage.
- o For employees who qualify for the Mitigation Fund, the Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Network Blue plans. If the costs under this provision exceed the \$30,000 appropriation during any fiscal year covered by this agreement, the funds will be distributed on a pro-rata basis.
- o For each fiscal year covered by this agreement, the Town will budget an appropriate amount based on FY 2023 obligations under this provision, not to exceed \$30,000.


16) The parties agree that the Town will budget \$20,000 in FY 2023 & FY 2024 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is established for the purpose of helping non-Medicare eligible retirees who don't qualify for lowest priced Limited Provider Network benchmark health insurance plan (Benchmark) and High Deductible health insurance plan (HDHP) for both family and individual plans and the lowest priced General Provider Network Benchmark and HDHP for both family and individual because they live outside of the coverage area and who have retired on or before June 30, 2023. An application form will be developed and an application deadline established. The Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the lowest priced plans mentioned above. At the conclusion of the application period, if it is determined that the amount owed to eligible retirees exceeds the amount of the Retiree Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

- 17) The parties agree that should any provision in this Agreement be found to be illegal or unenforceable then it shall be stricken from the Agreement and the rest of the Agreement shall remain in full force and effect.

Public Employee Committee

Education Association of Natick:

1) Unit A – Educators

  
James Araujo

2) Unit S – Educators

  
Michele Fernandes

Food Service Worker, Local 1116

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Nicole Bailey

MTA, Administrative and Clerks

  
Joyce MacGregor


Local Union 1116 Laborers' International Union-Clerical

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Frank Lam/Mary Lou Coffey

Local Union 1116 Laborers' International Union-Public Works Dept.

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Jeff Iverson

Local Union 1116 Laborers' International Union-Morse Library

  
Karen Perkins

Maintenance and Custodians Local #1116, Facilities Maintenance Employees

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Ken Noonan

Local Union 272 Laborers' International Union Supervisors & Administrators

  
Anthony Comeau

Natick Patrol Officers' Association

\_\_\_\_\_  
Patrick Grady

N.E.P.B.A., Local 82, I.U.P.A. AFLCIO

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Cara Rossi

Public Employee Committee

N.E.P.B.A., Local 182-Dispatchers

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Tracy Rourke

Local 1707 International Associations of Firefighters, AFL-CIO

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Derek Dupree

Deputy Fire Chiefs Association



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Eric Williamson

Retiree Representative

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Robert Dunlop

Select Board



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Paul R. Joseph, Chair

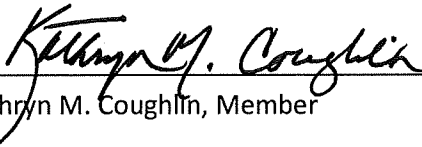
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Michael J. Hickey, Jr., Vice Chair



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Bruce T. Evans, Clerk



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Kathryn M. Coughlin, Member