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MEMORANDUM OF AGREEMENT

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WHEREAS, the Board of Selectmen of the Town of Holbrook voted on ~~August~~ ^{SEPT 4 2007} 2006 to accept M.G.L. c. 32B, §19 (Section 19) for the purpose of transferring the Town's health insurance subscribers

WHEREAS, the Town of Holbrook (Town) and the duly-formed Public Employee Committee (PEC) have negotiated for such transfer;

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

Effective Date and Duration of Agreement

- 1. The Agreement shall take effect on the date the Town and the PEC execute the Agreement and shall remain in effect through June 30, 2011.

Transfer of Health Coverage to the GIC

- 2. The Town will transfer subscribers to the GIC as soon as possible after the execution of this Agreement and will continue coverage through the GIC through June 30, 2011. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents, currently eligible for and receiving health insurance through the Town and any employees, retirees, surviving spouses and dependents who become eligible in the future and also all retired Town teachers now insured through M.G.L. c.32A, §12.
- 3. The Town will provide notice to the GIC of the Town's transferring subscribers to the GIC by sending a copy of this Agreement to the GIC as soon as possible after the Town and the PEC execute the Agreement, and in no event later than October 29, 2007.
- 4. The Town will take all reasonable and necessary actions required by the GIC to effectuate the transfer no later than July 1, 2008 and to maintain coverage thereafter for the duration of this Agreement.

Contribution Splits

HMO/PPO Plans – 90/10 Split

- 5. For the duration of this Agreement, the Town will contribute ninety percent (90%) of the premium or cost for any health maintenance (HMO) or preferred provider (PPO) plans offered by the GIC and the subscriber shall contribute ten percent (10%).
 - Neighborhood Health Plan
 - Fallon Select Care
 - Fallon Direct Care
 - Health New England
 - Harvard Pilgrim Health Care First Seniority Freedom

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- Tufts Health Plan Medicare Preferred
- Tufts Health Plan Medicare Complement
- Fallon Senior Plan
- Health New England MedRate
- Tufts Health Plan Navigator
- Commonwealth (Unicare) Indemnity PPOPlus
- Harvard Pilgrim Health Care Independence Plan
- Commonwealth (Unicare) Indemnity Plan Community Choice

If the GIC offers any new or additional HMO or PPO plans during the life of this agreement, the same contribution rate shall apply.

Indemnity Plans- 70/30 Split

6. For the duration of this Agreement, the Town will contribute seventy percent (70%) of the premium or cost for any indemnity plans offered by the GIC and the subscriber shall contribute thirty percent (30%). Such plans include:
 - Commonwealth (Unicare) Basic Indemnity with CIC
 - Commonwealth IndemnityPlan Medicare Extension (OME) with CIC.

If the GIC offers any new or additional indemnity plans during the life of this agreement, the same contribution rate shall apply.

Medicare Enrollment- 70/30 Split

7. Subscribers who are eligible or who become eligible for Medicare shall transfer to Medicare coverage. The Town shall pay any Medicare Part B premium penalty assessed by the federal government and will contribute seventy percent (70%) of the monthly cost of the Medicare Part B enrollment for any subscriber enrolled in Medicare and the subscriber will contribute thirty percent (30%).

Retired Teachers Already in the GIC –

90/10 Split for HMO/PPO/Indemnity

8. *For the purpose of "red-circling," maintaining, and freezing previously-held benefits:* The Town will contribute 90 percent of the premium or cost of any plan selected by any subscriber who as of July 1, 2008 was receiving health insurance through the GIC pursuant to section 12 of chapter 32A (RMT subscriber) and the RMT subscriber will contribute 10 percent. For any RMT subscriber who is currently enrolled in Medicare or who becomes eligible for Medicare, the Town will contribute seventy percent (70%) of the Medicare Part B enrollment and of a Medicare extension plan selected by the subscriber and the subscriber will contribute thirty percent (30%) to Medicare Part B and to a Medicare extension plan. The town will pay the Medicare Part B premium penalty assessed by the federal government for any RMT subscriber, if any.

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Flexible Spending Accounts

9. The Town shall establish a Flexible Spending Medical Program and shall provide for and pay the one-time set up costs to implement the program. The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement.

Future Meetings of Town and PEC

10. The PEC shall be composed of a union representative from each collective bargaining unit which negotiates with the Town and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union representative and the retiree representative shall have the option of allowing one additional representative to attend meetings of the PEC and the Town Administrator or his designee.
11. The parties shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless agreed otherwise. Meetings will be held at times and places which are mutually agreed upon by the Town and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices will be provided to the Town and to the PEC in writing. The Town may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Any employee who is a representative on the PEC shall receive time off to attend meetings of the Committee with the Town with full pay and benefits.

Correspondence and Information

12. The Town shall make available to the PEC copies of any correspondence between the Town and the GIC or between the Town and any provider of health care.

Health Coverage After June 30, 2011

13. This transfer of subscribers to the GIC will terminate on June 30, 2011 unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC no later than October 1, 2010, that the Town will continue to provide health coverage for subscribers through the GIC effective July 1, 2011.
14. The Town Administrator or his designee and the PEC will begin negotiations for a successor agreement pursuant to Section 19 no later than January 2, 2010. At the request of the PEC, the Town will present a proposal for alternative plans which are at least the actuarial equivalent of those offered by the GIC for the 2009-2010 plan year so that the parties may fully explore and negotiate the health coverage to be provided to subscribers starting on July 1, 2011. If the parties have not reached

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a successor agreement by July 1, 2010, either party may file for final and binding arbitration of all unresolved issues, including but not limited to, whether to withdraw from GIC coverage, the health coverage which will be provided if subscribers are withdrawn from the GIC, and premium contributions. The arbitration proceeding shall be administered by the American Arbitration Association under the procedures set forth in its Labor Arbitration Rules. The arbitrator shall render a decision no later than September 1, 2010 and the parties shall execute a successor agreement no later than September 15, 2010.

- 15. In accordance with the provisions of the successor agreement, the Town will notify the GIC no later than October 1, 2010, either that subscribers will continue coverage through the GIC effective July 1, 2011 the interval specified in the Agreement, or that the Town is withdrawing its subscribers effective July 1, 2011.

Effect of Agreement

- 16. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies or any collective bargaining agreements between the Town and any unions representing Town employees. The Town's acceptance of Section 19 is conditioned on transferring its subscribers to the GIC. In the event the Town ceases to provide health insurance through the GIC, the Town and the PEC agree to maintain Section 19 to bargain health insurance coverage.

Cancellation

- 17. In the event the Town is delinquent in making payments as required by the GIC and the GIC notifies the Town that it intends to exercise its option to cancel coverage pursuant to Section 19, the Town will immediately notify the PEC, present it a proposal for plans which are at least the actuarial equivalent of those offered by the GIC, and engage in negotiations with the PEC for replacement coverage.

Arbitration of Disputes

- 18. 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 percent (70%) of the weighted votes of the representatives on the PEC. Any arbitrator appointed in such process shall look to and be bound by external law.

Savings Clause

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

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Scope & Modification

20. This Agreement shall constitute the whole of the Agreement between the Town and the PEC. The Agreement may be modified only by a writing signed by the Town and the PEC.

Authorization to Sign Agreement

21. 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 seventy percent (70%) of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

Executed on behalf of the Board of Selectmen

Paul S Currie

10-26-07

Paul S Currie: Chairman

Date

Paul A Stigas
Paul A Stigas: Vice Chairman

10-20-07
Date

Richard B McGaughey

10-26-07

Richard B McGaughey: Clerk

Date

Robert S Austin: Assoc. Member

Date

Katherine A Connolly: Assoc. Member

Date

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PUBLIC EMPLOYEE COMMITTEE

William E. Weber
Holbrook Firefighters Local 1452 IAFF

10/26/07
Date

Philip C. Maem
Holbrook Public Works AFSCME Local 1395

10/26/07
Date

W. J. Smith
Holbrook Patrolmen Local 88 New England Police Benevolent Association

10-26-07
Date

St. A. Holt
Fire Alarm Signal Operators AFSCME Local 1395, Sub local 005

10/26/07
Date

Handwritten name
Holbrook Education Association Teachers Unit

10/26/07
Date

Shirley Slater
HEA Paraprofessional Unit

10/26/07
Date

Handwritten name
HEA Health Services Unit

10/26/07
Date

Maria Licavelli
HEA Secretarial Unit

10/26/07
Date

Caroline D. Clark
Holbrook Town Library Association-Local 4928, MLSA, MFT, AFT, AFL-CIO

10/26/07
Date

Will D. Mally
Mass. Association of Retired State and Municipal Employees

10-26-07
Date

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Jeff E. Wams

Holbrook Public Schools, Maintenance and
Custodial Employees Unit AFSCME Local 1395

10-26-07
Date

Andri Brankhart

Town Hall Clerical AFSCME AFL-CIO
State Council 93 Local 1395

10-26-07
Date