



**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
TOWN OF TOPSFIELD
AND
TOPSFIELD PUBLIC EMPLOYEE COMMITTEE**

(July 1, 2017 through June 30, 2019)

WHEREAS, the Town of Topsfield (the "Town") voted on January 23, 2017 to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, on March 16, 2017 the Town provided its Insurance Advisory Committee with notice of its intention to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, the Town thereafter requested the formation of a Public Employee Committee ("PEC") pursuant to 801 CMR 52.02; and

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

WHEREAS, both the Town and the PEC ("the Parties") 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 changes to the Town's group health insurance plan.

1. **Implementation.** As set forth in 801 CMR 52.07(1), the Town shall implement the plan design changes provided for in this Agreement for the time period July 1, 2017 through June 30, 2019. The plan design changes as referenced in Exhibit A for the Medicare supplement plans will be effective on January 1, 2018.

2. **Plan Design.** The plan design changes/cost-sharing features to be implemented in connection with this Agreement are as reflected in Exhibit A attached hereto. The Parties acknowledge that the co-pays and deductibles of these plans do not exceed those of the “benchmark” GIC plans. In addition, the Town will offer HMO Blue Select as an additional plan available to subscribers. The plan design and limited network is included in Exhibit A.
3. **Mitigation.** In consideration of the agreement to change benefits under the health insurance plans, the parties agree to mitigate the co-pay and related changes by having the Town offer 25% of the first year savings as a premium holiday. The Town and the PEC agree that the actual amount of the mitigation will be determined based on actual enrollments in the active plans after the conclusion of the open enrollment period, as well as the enrollments and premium of the Medicare supplement plans that are effective January 1, 2018. The premium holiday will occur in January 2018.
4. **Notification.** Eligible subscribers on the active plans shall be notified of the implementation of the new plan pursuant to 801 CMR 52.04(5), on or before May 4, 2017. Eligible subscribers on the Medicare supplement plans shall be notified of the implementation of the new plan on or before November 1, 2017.
5. **Compliance with M.G.L.c. 32B.** The Parties acknowledge that with the completion of this Agreement, all the requirements of §§ 21-23 of M.G.L. c. 32B have been met with respect to plan design changes.
6. **Binding Effect.** Pursuant to 801 CMR 52.04(6), this Agreement is binding on all subscribers and their representatives.
7. **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.
8. **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.
9. **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.


SIGNATURE PAGE

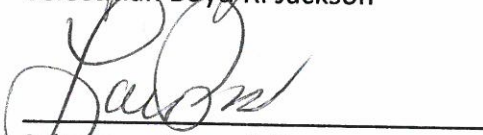
The terms of this Memorandum of Agreement were voted by the Topsfield Public Employee Committee at its meeting held on April 19, 2017 and voted by the Board of Selectmen during Executive Session at a duly posted meeting held on April 24, 2017.

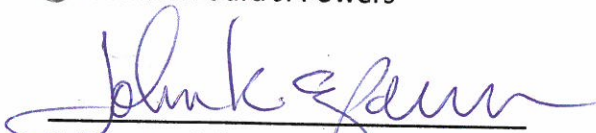
The final language is hereby voted and signed by the Topsfield Public Employee Committee on Wednesday, May 10, 2017 and by the Topsfield Board of Selectmen during open session at a duly posted meeting on May 22, 2017.

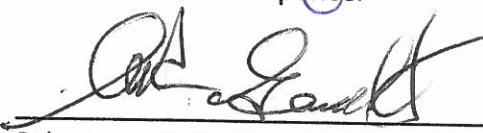
TOPSFIELD BOARD OF SELECTMEN:


Selectman Mark Lyons

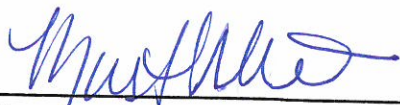

Selectman Boyd R. Jackson

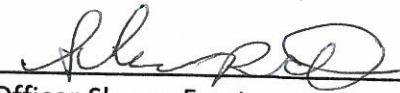

Selectman Laura J. Powers



Selectman John K. Spencer

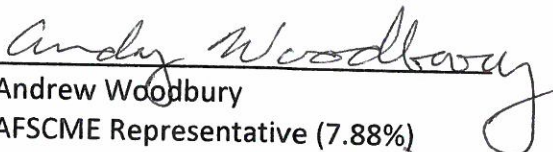

Selectman A. Richard Gandt


PUBLIC EMPLOYEE COMMITTEE:


Kaersten Lampe
School Representative (64.13%)

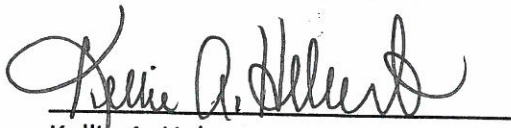

Officer Shawn Frost
Police Union Representative (11.25%)

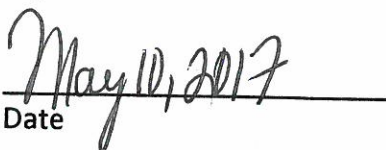

Sandra Sanger
Retirees Representative (10%)


Andrew Woodbury
AFSCME Representative (7.88%)


Captain Jenifer Collins-Brown
Fire Union Representative (4.5%)

TOWN ADMINISTRATOR:


Kellie A. Hebert


Date

Date