

PTA Proposal X7

Insurance, Deductions, and Reimbursements

Presented by Pembroke Teachers Association on Wednesday, April 9, 2025

The Pembroke Teachers Association proposes the following changes to Article IV Group Insurance Plan:

ARTICLE ~~IV~~ 4

GROUP INSURANCE, DEDUCTIONS, AND REIMBURSEMENTS PLAN

- A. ~~The employees of the school department~~ **Members** are eligible to participate in the Town's Group Insurance Plan, as it may be amended. Neither the Employer or Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts.
- B. The **Employee-Member** shall contribute ~~twenty-five (25%)~~ **one percent (1%)** towards the premium cost of the indemnity plan.

Reject – the cost is prohibitive since the Town would pass all of that cost onto the School District

1. The Employer shall be entitled to any dividends or refunds in connection with the plan.
 2. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures of this Agreement.
- C. Effective July 1, 2012, the Town shall establish a Flexible Spending Medical Program (i.e. "Section 125" plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan "DCAP" and Medical Care Account Plan "MEDCAP") and shall provide for and pay the one-time set up costs to implement the program.
1. The Town shall pay any annual administrative **costs** for subscribers who opt into the program for the duration of this Agreement.
 2. The program shall include a voluntary debit card system.
 3. **Employees-Members** may set aside funds up to a maximum amount as permitted under IRS regulations.

Agree

- D. Effective January 1, 1991 ~~Employees~~ Members shall pay twenty-five percent (25%) one percent (1%) of the **HMO** premium cost.
- E. Effective July 1, 2012, the following plan design features shall be established for the plans offered by the Town of Pembroke:

	Network Blue Rate Saver HMO	HPHC Rate Saver HMO	Blue Care Elect PPO
Deductible:	\$0	\$0	\$0
POP Office Visit	\$20	\$20	\$15
Specialist Office Visit	\$35	\$35	\$20
Retail Clinic	\$20	\$20	\$20
Emergency Room	\$100 (waived if admitted)	\$100 (waived if admitted)	\$100 (waived if admitted)
Inpatient Admission	\$250	\$250	\$250
Outpatient Surgery	\$150	\$150	\$150
Radiology (MRI, PT, CT)	\$100	\$100	\$100
Radiation and Chemotherapy	\$0	\$0	\$0
Outpatient Mental Health	\$20	\$20	\$20
Preventative Services	\$0	\$0	\$0
Prescription Drugs (30- Day Supply)	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45
Prescription Drugs (90- Day Supply)	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90

~~With respect to the above-listed plan design features, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein, regardless of any potential or actual legislative changes to M.G.L. c. 32B,~~

~~any provision of M.G.L. c. 32B generally or any provision of the General Laws and/or special acts.~~

~~Accordingly, the plan design features listed above shall be revoked, deleted and of no further effect on June 30, 2016. The Town of Pembroke may, at its sole discretion, invoke its rights under M.G.L. c.32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features or plan offerings listed above that would take effect July 1, 2016. Alternatively, the Town, at its SOLE discretion, may elect to comply with any bargaining obligations consistent with the provisions of C.150E.~~

Reject – the clear and unambiguous language specifically states “the plan design features listed above shall be revoked, deleted and of no further effect on June 30, 2016.” Therefore, all of Section E is moot.

F. Eyeglasses

1. For the duration of this agreement, Members shall receive full reimbursement for their own personal eyewear.
 - a. The Member must submit for reimbursement within thirty (30) days of purchase the prescription and receipt of purchase of eyewear to the Superintendent or their designee.
 - b. Eyewear shall include eyeglasses and/or contact lenses and shall be capped at a maximum annual benefit of five hundred dollars (\$500).
2. Additionally, the District agrees to compensate a Member for externally worn eyeglasses broken, damaged, or lost in the course of fulfilling the responsibilities of the Member's work assignment.
3. The District agrees to compensate a Member for the cost of contact lenses damaged or lost in the course of fulfilling the responsibilities of the Member's work assignment.
4. The cost to the District shall be equal to the broken, damaged, or lost eyeglasses or contact lenses shall not to exceed eight hundred and fifty dollars (\$850 per individual claim).

Reject – there is language in Unti D to reimburse for the cost of eyeglasses if damaged on the job.

G. ~~Teachers will~~ Members shall be eligible to participate in payroll deductions for the following:

<ol style="list-style-type: none">1. Rockland Credit Union2. Plymouth County Teachers Federal Credit Union3. United States Savings Bonds4. Association Dental Insurance Plan5. Washington National Disability Insurance Plan6. <u>Horace Mann Insurance</u>7. <u>Any MTA or NEA Member Benefits Service</u>	<p>PTA proposes verifying the relevancy of this and updating it if necessary</p>
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Any teacher who desires to join any payroll deduction plan specified in ~~Section B above~~ this Section, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in ~~Section C, Subsection 2 or Section D, Subsection 2~~ of this Article.¹

H. Annuity Plan

1. The Committee ~~will~~ shall, at the written request of a ~~Professional Employee Member~~ employee Member, enter into an agreement with said ~~employee Member~~ employee Member to reduce the amount of ~~his/her~~ their salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with G.L. c71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said ~~employee Member~~ employee Member, provided, however, that the Committee ~~will~~ shall not purchase any such contracts from a company unless the company has at least five (5) ~~employees Members~~ enrolled as members-participants. All new companies must sell five (5) or more contracts before enrolling ~~mMembers~~ Members, and all existing companies must have five (5) or more ~~employees Members~~ enrolled before they may add new members-participants.

2. ~~An employee A Member~~ may enroll in an annuity plan or change the amount of a payroll deduction for any annuity plan during the calendar periods listed below:

September 1-30

March 1-31

3. Deductions ~~will~~ shall be made in equal amounts each pay period by the Committee from the ~~employee Member's~~ employee Member's pay check.
4. No change in the amount of the deductions shall be made except as set forth in paragraph 2 ~~above of this Section~~ above of this Section. A policy may be canceled by ~~an employee a Member at~~ an employee a Member at any time during the school year. ~~An employee A Member~~ An employee A Member who cancels a policy during the school year may not again participate in the tax sheltered annuity program until the dates established in paragraph 2 ~~above of this Section~~ above of this Section.

Agree

I. Payroll Deductions

1. The School Committee shall certify to the Treasurer of the Town of Pembroke, payroll deductions pursuant to Section B above when duly authorized by ~~a Member, employees of Unit A covered by this Agreement~~ a Member, employees of Unit A covered by this Agreement.

¹ This section has been moved from the end of this Article and edited for proper reference.

2. ~~Employees~~ Members desirous of payroll deductions pursuant to ~~Section B the conditions~~ above shall certify to the Superintendent of Schools, not later than September 10, the amount of deductions desired for this purpose from each payroll check. The amount of said deductions shall remain constant and consistent for the ~~contract period~~ immediately subsequent year, except as provided below. In addition, ~~teachers~~ Members shall have the opportunity to join credit unions and/or dental or disability insurance plans in Section ~~BG~~, or to withdraw from the same, or to change the amount(s) of the deductions, to the extent permitted by the credit union and insurance carriers concerned, effective the payroll period following January 15, if notification is given, in writing, to the Superintendent of Schools prior to December 1.
3. A standard form (attached hereto as Appendix C) ~~will~~ shall be used for payroll deductions authorization(s).

Agree

- J. In the event that the Collective Bargaining Contract is not settled prior to the commencing of the school year in which it is to be effective, one appropriate adjustment in any payroll deduction ~~will~~ shall be made available to the ~~teachers~~ Members to reflect the new Collective Bargaining Agreement.

Agree

K. Health Insurance Portability and Accountability Act (HIPAA)

1. No Member shall be required to waive their rights under the HIPAA in order to access reduced rates or more favorable elements of any insurance or prescription drug plan.
2. The District shall indemnify any Members for any difference in costs resulting from the Member's decision not to waive their HIPAA rights.

~~Any teacher who desires to join any payroll deduction plan specified in Section B above, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in Section C, Subsection 2 or Section D, Subsection 2 of this Article.²~~

Reject – this is an inaccurate representation of the insurance company's offer re prescription drugs.

- L. This Article shall apply to ~~Unit B~~ all Units.

Agree

² This section has been moved to Section F above.

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