TOWN OF WALPOLE
CONTRIBUTION GROUP INSURANCE BENEFITS
RULES AND REGULATIONS

DATE APPROVED/REVISED:

FEBRUARY 14, 2013

Chairperson, Board of Selectmen

POLICY: The Town of Walpole, acting by and through its duly elected Board of Selectmen and in accordance with Section 14 of Chapter 32B of the General Laws of the Commonwealth of Massachusetts, does hereby formally** adopt and establish the following rules and regulations governing certain eligibility and administrative guidelines for the Town's contributory insurance benefit offerings. The Board of Selectmen reserves the right to alter, modify, amend and/or eliminate any and all benefits, benefit levels and plans offered by the Town pursuant to Chapter 32B of the General Laws. The Board of Selectmen also specifically reserves the right to add to, modify and/or delete any and all provisions of these rules and regulations at any time. Divergence from the following shall only be permitted through collective bargaining agreement and/or employment agreement executed by the Board of Selectmen or the School Committee. Any divergence from these rules and regulations must be approved by the Board of Selectmen as the appropriate public authority in the Town. These rules and regulations are relevant to M.G.L. c.32B. The Board of Selectmen shall be further guided by additional administrative policies and procedures to comply with federal, state or local regulations or requirements as they relate to group medical, dental and life insurance programs (i.e. COBRA, HIPPA, collective bargaining, etc.)

* This is the codification of the existing policies, procedures, rules and regulations as currently practiced.

Section 1. Employee Eligibility

Employees in a permanent or probationary status that work an average of twenty (20) hours or more per week over a **consecutive** fifty-two (52) weeks are eligible to participate in the Town of Walpole health, dental and life insurance programs

Section 2. Part-time Employee Eligibility

Permanent part-time employees who are regularly scheduled to work, and who do in fact regularly work twenty or more hours per week shall be considered eligible to participate in the Town's group insurance benefits program for so long as they continue to regularly work a minimum of twenty (20) hours per week. For the purposes of this regulation "regularly" working twenty (20) hours per week shall mean working the minimum of an average of twenty (20) hours per week over a consecutive fifty-two (52) weeks or one thousand forty (1040) hours in the plan year (July 1 – June 30).

Part-time teachers classified as .5 FTE or greater shall be determined to be working twenty (20) hours or more per week for the Town, and shall therefore be considered employees in accordance with M.G.L. c.32B, s 2(d).

Section 3. Temporary and Seasonal Employee Eligibility

Temporary employees working twenty (20) hours per week or more, whose service to the Town is expected to last six month or longer, shall be eligible for benefits in accordance with M.G. L. c. 32B. Seasonal employees whose service to the Town is expected to last less than six (6) months, regardless of the number of hours worked per week, shall be ineligible for benefits in accordance with M.G.L. c. 32B.

Section 4. Divorced or Separated Spouses

In the event that a court of competent jurisdiction grants a judgment absolute of divorce or of separate support, the divorced employee, if otherwise enrolled and eligible to receive M.G.L. 32B benefits from the Town, and his or her spouse may remain eligible for benefits under the Town's group insurance benefit program, in accordance with Section 9H of M.G.L. c. 32B, provided that each of the following conditions are met:

A. In the event that the employee/subscriber is not remarried:

1. The Town must be provided with a court certified version of the judgment of divorce or of separate support, which mandates that the spouse of the Town employee/retiree remain on the Town-offered group insurance plan.

2. The employee/retiree must maintain a family plan covering him/herself and his or her divorced or separated spouse and any qualified dependents, if applicable.

3. The former spouse of the employee/retiree shall, notwithstanding any contrary provision of these rules and regulations, lose any eligibility rights upon remarriage of such former spouse

B. In the event that the employee/subscriber remarries and wishes to enroll his or her new spouse as a dependent under the Town's group insurance benefit program:

1. The Town must be provided with a court certified version of the judgment of divorce or of separate support, which mandates that the spouse of the Town employee/retiree remain on the Town-offered group insurance plan.

2. The Town of Walpole employee/retiree shall be responsible to pay the full monthly premium (one hundred percent (100%) of the monthly rate) for the plan in which the divorced/separated spouse is enrolled, or 100% of any additional cost for a rider to the employee's/retiree's family plan if applicable. The decision as to whether or not a rider or an individual plan shall be purchased shall be left to the sole discretion of the Board of Selectmen or the Town Administrator as its designee.

3. Such payments for the premium in which the divorced/separated spouse is enrolled shall be made by direct payment to the Town of Walpole through the Town Administrator's designee(s) (Finance Director, Human Resource Administrator, etc.) Reimbursement of said funds from the divorced/separated spouse must be pursued by the employee/retiree on his/her own accord. Any payment not received by the Town within thirty days of due date may result in the cancellation of enrollment in the benefit plan.

Section 5. Surviving Spouse:

A. Upon the death of retiree, the surviving spouse can maintain their health insurance coverage at 50% of the monthly premium. If the surviving spouse remarries they will no longer be eligible to continue on the Town of Walpole's health insurance program.

B. Upon the death of an employee, depending upon their status in the retirement system at the time of death, the surviving spouse may be entitled to survivor health benefits if employee is fully vested in the retirement system; employee has selected Option "D" during their membership-in-service with the retirement board; or if the employee dies as a result of an injury sustained or hazard undergone in the performance of their duty. If one of these three conditions exist, the surviving spouse can maintain their health insurance coverage at 50% of the monthly premium.

C. Payment for coverage will be deducted from their monthly pension check, of if none, a direct payment in advance of the coverage month will be required.

Section 6. Retiree Eligibility

A. Upon retirement, eligible individuals may participate in the Town's contributory group health and life insurance programs, to the extent allowed by the various insurance providers and in accordance with all relevant provisions of M.G.L. c. 32B, provided that they otherwise qualify under M.G.L. c. 32B, and further provided that each of the following criteria applies and is met by the retiree:

B. The individual must have directly retired from service to the Town of Walpole and be receiving a retirement allowance in accordance with M.G.L. c. 32, i.e. retiree must currently be receiving pension from Town of Walpole service immediately preceding retirement (except as specifically provided in M.G. L. 32B, s. 9). Employees who resign from the Town of Walpole and are eligible to receive a retirement allowance, but who elect to defer their retirement allowance may be eligible to continue on the Town's contributory life and health insurance programs provided that the individual pays one hundred percent (100%) of the monthly premium.

C. The individual must have been qualified and eligible to participate in the Town's group insurance program as an active employee of the Town of Walpole, including, though not limited to, being eligible for group insurance benefits immediately preceding the date of retirement.

D. If an individual is eligible to participate in the Town's group insurance benefit program but has declined to do so prior to retirement, then an otherwise eligible retiree may enroll during an open enrollment period in a group benefit insurance program offered to retirees if the retiree both submits all necessary documentation to the Town and/or the Plan at the time of open enrollment and if the retiree is able to furnish evidence of insurability at the time of enrollment.

E. In compliance with M.G.L. c. 32B, s. 18, all retirees eligible for Medicare shall enroll in Medicare B at age sixty-five (65). Eligible retirees in Medicare B are only eligible for Senior Supplement plans offered by the Town's group insurance benefit program. Failure or refusal of eligible retirees to enroll in the Medicare program shall mean cancellation of enrollment in the group benefit plan.

Section 7. Election to Forego Coverage

The signature of the eligible employee on the Town of Walpole and Walpole Public Schools New Hire Information Employment Package, Health, Life and Dental Insurance Information section shall serve as election to forgo participation in the group insurance benefit program, i.e. affirmative declining of participation (M.G.L. c. 32B, s. 4) if required enrollment forms are not returned within thirty (30) days of the date of hire.
That is, failure to submit the appropriate signed benefit enrollment form(s) to the Personnel Office shall be considered a declination of coverage. Should an employee elect not to participate within thirty (30) days of the date of hire, the employee must wait until the next open enrollment period in order to enroll in the group insurance benefit program, unless the employee experiences a qualifying event which will allow enrollment outside the open enrollment period.

Section 8. Retention of Insurance While on Unpaid Leave

A. Employees on designated, approved family medical leave in accordance with the Family Medical Leave Act of 1993 or maternity leave shall be entitled to continue to receive the Town's contribution to a Town offered group benefit plan during the term of the leave. It is the employee's responsibility to provide the required documentation to the Town Administrator's designee(s) (Assistant Town Administrator, Human Resource Administrator) or Superintendent of Schools (school personnel) to verify designated,

approved FMLA leave. Failure to do so shall mean ineligibility for the group benefit plan during the term of the leave and cancellation of enrollment.

B. Employees who are on unpaid medical leave, which is not designated as family medical or maternity leave, shall be entitled to continue to receive the Town's contribution towards a Town offered group benefit plan during the period that the unpaid leave is determined to be medical leave by the Office of the Town Administrator or the Superintendent of Schools (for school personnel). It is the employee's responsibility to provide any and all documentation required by the Office of the Town Administrator to verify medical leave. Failure to do so shall mean ineligibility for the group insurance benefit plan during any or all of the medical leave and cancellation of enrollment. It is the employee's responsibility to remit timely payment of his/her portion of the rate as directed by the Town Administrator's designee(s). Failure to do so shall mean ineligibility for the group benefit plan during the term of the leave and cancellation of enrollment of the individual.

C. Employees on approved, unpaid leave which has not been designated as FMLA, maternity or medical leave and are not receiving wages, i.e. are not on the payroll, shall be eligible for the group insurance program if they contribute one hundred percent (100%) of the premium for continuation of enrollment. Employees are responsible to provide any and all documentation required by the Office of the Town Administrator or the Superintendent of Schools (for school personnel) to verify the approved, unpaid leave and are responsible for payment of the premium on the date of the month established by the Office of the Town Administrator. Failure to provide said documentation and/or remit timely premium payment shall mean ineligibility for the group insurance benefit plan during any or all of the leave and cancellation of enrollment.

D. Employees shall be eligible to continue their group insurance benefit plan while on leave of absence for no longer than two (2) consecutive calendar years from the time of the initiation of the leave. At the conclusion of the two (2) years on leave the individual shall cease to be considered employees for group insurance purposes.

Section 9. Employee Termination

Coverage will terminate on August 31st for school employees who terminate their employment at the end of the school year.

When an employee's employment ends within the first 15 days of the month, the insurance will terminate on the 15th of that month, if employment ends within the last 15 days of the month, insurance will terminate on the last day of the month. Payroll deductions taken for insurance beyond the termination date will be reimbursed to the employee.

New: February 2003
Revised: February 2013