

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF REVERE AND

PUBLIC EMPLOYE COMMITTEE

WHEREAS the City of Revere (“Revere”) is a public employer providing certain health insurance coverage to its subscribers (i.e., employees, retirees, surviving spouses and dependents); and,

WHEREAS, all individual bargaining units of Revere, including all bargaining units within the Revere School Department, as well as the retiree representative appointed by the Retired State, County and Municipal Employees Association of Massachusetts, are members of the Public Employee Committee (“PEC”) pursuant to Chapter 32B, § 19; and,

WHEREAS, the PEC is the authorized exclusive bargaining representative for the coalition of public employee bargaining units and retirees of Revere with respect to health Insurance coverage; and

WHEREAS, the City and the PEC (collectively, the “parties”) have concluded negotiations regarding health insurance benefits for the City’s subscribers for the nine-year time period beginning July 1, 2024 through June 30th 2033; and

WHEREAS, it is the express intent of the parties to create an enforceable, durable, binding agreement for the duration stated herein, subject to the conditions set forth herein, regardless of any potential or actual legislative changes to M.G.L. c 32B, §19 specifically, or any provision of M.G.L. c. 32B generally, or any provision of the General Laws and/or special acts; and

WHEREAS, the parties agree that all current collective bargaining agreements, and any successor collective bargaining agreements negotiated with any bargaining unit shall continue in full force and effect, except as expressly modified by this Memorandum of Agreement (MOA);

NOW, THEREFORE, the parties agree that this MOA shall be the PEC Agreement pursuant to Section 19, and the said collective bargaining agreements and the terms and conditions of employment shall be modified as follows:

1. **The City and the PEC hereby agree that the terms of this MOA shall take immediate effect.** The City and all the collective bargaining units and the retiree representative that are signatories to this MOA acknowledge and agree to waive any 30-day notice requirement for the convening of the initial meeting between the City and the PEC. Further, all the signatories to this MOA agree that the parties have fully complied with all other procedural requirements of Section 19.
2. **Section 19 Supersedes Collective Bargaining Agreements:** Any and all provisions of any collective bargaining agreement relative to health insurance, including but not limited to health insurance plans, contribution rates, or policies between the City, the Revere School Committee, and any of the bargaining units who are signatories to this MOA shall be superseded by the PEC Agreement, as it is the parties' understanding that all health insurance matters will hereinafter be subject to the provisions and procedures of Section 19, and decisions made between the City and the PEC shall determine said matters, which, during pendency of this agreement, shall not be a proper subject of bargaining for individual bargaining units. Notwithstanding the dental and vision benefits, any health insurance "opt-out" clause related to any individual union shall not be part of this MOA or the PEC Agreement and shall continue to be negotiated between the City and each of the collective bargaining units pursuant to M.G.L. c. 150E.
3. **Binding Effect:** This MOA will be immediately effective and binding on the parties upon the execution of the agreement by the legally required proportional vote of the PEC and the Mayor.
4. **Premium Share:**
 - a. The employee and retiree premium share for all Blue Cross "Blue Choice" PPO policies and for the Medex policy shall remain at 25% until June 30, 2028.
 - b. Effective July 1, 2028, the employee premium share for all Blue Cross "HMO" policies and Harvard Pilgrim "HMO" policies shall increase from 22.5% to 25% for all employees. The Blue Cross "Blue Choice" PPO plan will remain at 25%, with the Blue Cross and Harvard Pilgrim "HMO" plan
 - c. Effective July 1, 2028, Managed Blue for Seniors and Medex policies shall be at 30% for all retirees who retire on or after July 1, 2028.
 - i. All retirees who retired prior to July 1, 2007 shall remain grandfathered at 10% for Blue Cross "Blue Choice" HMO, Harvard Pilgrim "HMO," Medex and Managed Blue for Seniors health plans.

- ii. Retirees with Managed Blue for Seniors who retired between July 1, 2007 and June 30, 2027 shall remain grandfathered at 20%.
 - iii. Retirees with Medex who retired between July 1, 2007 and June 30, 2027 shall remain grandfathered at 25%.
 - d. Effective July 1, 2030, the employee premium share of all Blue Cross “Blue Choice” PPO policies, Blue Cross “HMO” policies and Harvard Pilgrim “HMO” policies shall be 27.5% for all employees.
5. **Dental Insurance Coverage:** Effective July 1, 2027, all dental insurance will increase from \$1000 annually to \$1500 annually.
 6. **Reopener:** The city and the PEC mutually agree that if the undesignated fund balance of the Health Insurance Trust (the Trust) falls below \$3,100,000 at the end of any fiscal year, both parties agree to reopen the PEC agreement for negotiations to preserve the fund balance of the Trust.
 7. **Prohibition Against GIC Entry:** Regardless of any statutory changes, at no time during the term of this nine-year agreement shall the City transfer employees, subscribers or retirees into the Group Insurance Commission.
 8. **Nullification:** Should any provision or reference herein be determined unlawful by a court of competent jurisdiction in Massachusetts, all remaining language shall remain in full force and effect, and the parties shall engage in bargaining of said unlawful provision or reference in accordance with Mass. General Laws. Should the entire MOA be determined unlawful by a court of competent jurisdiction in Massachusetts, then the parties shall engage in bargaining in accordance with Mass. General Laws. Notwithstanding any such event, the parties agree that this Agreement shall remain in full force and effect until such time that some successor agreement is reached with the PEC.
 9. **Signatories:** All signatories hereby affirm that they are authorized to bind their principals and collective bargaining units.

IN WITNESS WHEREOF the parties have set their hands and seals this 1st day of July, 2024

CITY OF REVERE

Patrick M. Keefe, Jr., Mayor

Revere Retiree Representative

Revere Firefighters Association IAFF Local 926

Kevin O'Hara, President

Massachusetts Laborer's District Council Public Employees Local 22 – Unit A

Dana Brangiforte, President

Massachusetts Laborer's District Council Public Employees Local 22 – Unit B

Kevin Dacey, President

AFSCME Council 93, Local 880 (DPW)

Stephen Penta, President

Revere Teacher's Association (MTA)

Revere Administrators Association (MTA)

Revere Federation of Paraprofessionals, AFT Local 4686

AFSCME Council 93, Locals 1383 and 1383A (Revere School workers)

Revere Police Employee's Association

Joseph Duca, President

Revere Police Superior Officer's Association

Joseph Internicola, President