

Municipal Labor Committee

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September 24, 2025

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Executive Secretary

ELLEN MEDWID

To: MLC Union Leaders

From: MLC Executive Board

Re: PPO Plan

A number of Unions have sought additional information about the plan and/or forwarded material received from others that misstate the program. Claims have been made that the terms of the plan are good for only one year and that the City, as plan sponsor, can on its own change the plan design. That is incorrect. Neither party can make changes to the plan without the approval of the other—that is a fundamental tenet of the bargaining law.

Some have also questioned the redactions on the Administrative Services Agreement (ASA) and its limited availability. First, the redactions, sparse as they were, were limited to recognized carrier proprietary information, largely administrative fee pricing and network/clinical components that would put the carriers at a competitive disadvantage with other carriers. More fundamentally, the ASA itself addresses contractual matters in the administration of the plan; it does not detail the scope of benefits to be received by the members. Those items, for example, network providers (enlarged) and levels of copays (static), along with a comparison to the current PPO plan, were sent out to Union leaders at the end of August, questions solicited and then incorporated into our September 10th briefing by Segal, with amplifications continuing as set out further below.

Discrete questions as to confirming particular provider and hospital participation, the continued absence of any contribution to premium or increases in copays, and the reduction of prior authorization requirements are addressed in the attached FAQ. The FAQ was vetted with both Emblem and UnitedHealthcare along with input from our healthcare consultant Segal.

Finally, questions have also resurfaced whether the MLC can in fact negotiate a program that impacts pre-Medicare retirees. Putting aside that pre-Medicare retirees will see the greatest increase in their network of providers as part of United Healthcare's national network, the fact is that court decisions in the Medicare Advantage litigation either explicitly or implicitly recognized that the MLC could in fact bargain for retirees. Here, pre-Medicare retirees have long been included as part of the actives/in-service program-- ending any question on this matter.

We look forward to seeing you next week.

Cc: MLC Tech Committee