

Article 21
FRINGE BENEFITS

A. Health Benefits

1. Eligibility

a. For the purposes of this Article, a standard workload is defined as described in Article 23, Section A.1.

b. ~~a.~~ All temporary full-time FACULTY MEMBERS who are employed to work a standard workload for one academic year and all regular full-time FACULTY MEMBERS are eligible for all health benefits provided in this Section. Whenever a full-time temporary FACULTY MEMBER is employed during the spring semester with a reasonable expectation of being re-employed during the fall semester, the FACULTY MEMBER shall be eligible to receive health benefits during the intervening summer. All temporary part-time and all regular part-time FACULTY MEMBERS who are employed to work at least fifty percent (50%) of a standard workload for one academic year are eligible for health benefits provided in this Article. All regular part-time FACULTY MEMBERS are also eligible for health benefits provided in this Article.

~~b.c.~~ The STATE SYSTEM shall provide dependency coverage where the dependents, spouses/domestic partners and children, of the FACULTY MEMBERS qualify under such plan.

~~e.d.~~ Eligible FACULTY MEMBERS shall be those determined by the health plans in accordance with the eligibility provisions of the STATE SYSTEM OF HIGHER EDUCATION Group Health Program (SSHEGHP). The choice among plans shall be operated as follows:

- (1) The option to elect the coverage in a plan shall be made available to those FACULTY MEMBERS who reside within the service area of the plan.
- (2) The amount and kind of benefits available to the FACULTY MEMBERS shall be those offered by the plan and contracted for by the STATE SYSTEM.
- (3) The Health and Welfare Fund contribution rate, as set forth in Article 30, will not be affected as a result of the plan selected by the

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FACULTY MEMBER.

(4) The option to elect coverage under a plan shall be available during annual open enrollment periods designated by the STATE SYSTEM and the plans. FACULTY MEMBERS who move into a plan's service area may choose from available plans. ~~FACULTY MEMBERS who are dissatisfied with an HMO may elect coverage in the PPO (plan design as referenced at subsection A.2.c. of this Article) or another available plan.~~

~~de.~~ Spouse/Domestic Partner Coverage:

Effective for FACULTY MEMBERS hired on or after July 1, 2013, if a FACULTY MEMBER wishes to enroll his or her spouse or domestic partner in a STATE SYSTEM health plan, and that spouse or partner is eligible for coverage under ~~their his or her~~ own employer's plan, the spouse/partner shall be required to enroll in that other employer's plan (which shall be ~~their his or her~~ primary coverage), as a condition of eligibility for secondary coverage under the STATE SYSTEM plan, without regard to the amount of the cost-sharing required under the spouse/partner's plan, and without regard to any incentive the spouse/partner's plan may offer to the spouse/partner not to enroll. In the event that the spouse/partner loses coverage through his/her employer, the spouse/partner's coverage under the STATE SYSTEM plan shall immediately become primary.

2. Full-Time Employee Health Care Choices and Plan Design

a. Eligible full-time FACULTY MEMBERS shall be provided an annual opportunity to make health plan enrollment changes. ~~choice annually between enrollment in a Preferred Provider Organization (PPO) plan (plan design as referenced at subsection 2.c., below) or a Health Maintenance Organization (HMO).~~

b. ~~The current indemnity plan is closed to new enrollments. Only eligible full-time FACULTY MEMBERS enrolled in the indemnity plan on January 1, 2008, may continue to participate in the plan. Provisions regarding the indemnity plan are set forth in K. If enrollment in the indemnity plan drops below 125 faculty members, the indemnity plan will be terminated effective the plan year following the date on which enrollment falls below 125; provided, however, that the earliest the indemnity plan termination could occur is for open enrollment occurring in April/May 2015 for the 2015-16 plan year.~~

c. The State System will offer a Preferred Provider Organization (PPO) plan as described in Appendix _____. ~~The plan design for the PPO shall be as referenced in the Memorandum of Agreement of February 6, 2004, except as follows: (a) effective July 1, 2013, the office visit copay for specialists shall be increased from \$15 to \$25; and (b) effective July 1, 2013, the copay for an~~

~~emergency room visit shall be increased from \$50 to \$100 (waived if admitted).~~

3. Full-Time Employee Premium Contribution

- a. ~~Effective July 1, 2010, a~~All participating active full-time FACULTY MEMBERS shall contribute on a pre-tax basis, through bi-weekly payroll deductions, at a flat rate of ~~fifteen eighteen~~ percent (185%) of the STATE SYSTEM'S expected costs developed by the ~~insurance carrier~~ plan administrator for the type of contract for the chosen health and prescription drug plan for the fiscal year. ~~This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.~~
- b. Contributions shall be established by plan based on the following demographic tiers: single, two-party, and family.
- c. The STATE SYSTEM will continue to offer a health care management program (wellness program) to all eligible FACULTY MEMBERS in consultation with the Health Care Cost Containment Committee as provided in Appendix L. No changes shall be made to the wellness program's participation requirements during the term of this Agreement, to the extent practicable based upon the vendor's capabilities. In the event that it is not possible to maintain the same participation requirements due to vendor capabilities, any substantive changes to the program requirements shall require APSCUF approval.
- d. Active eligible full-time FACULTY MEMBERS and covered spouses/domestic partners must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation level in 3.a above.
- e. For those eligible full-time FACULTY MEMBERS and covered spouses/domestic partners who do not participate in the health care management program (wellness program) when available, contributions will be as follows:

~~As of July 1, 2010, The lesser of~~ an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-~~eightfive~~ percent (285%) of the STATE SYSTEM'S expected costs developed by the ~~insurance carrier~~ plan administrator (for the type of contract for the chosen health and prescription drug plan for the fiscal year), or an additional contribution amount equal to 30% of the STATE SYSTEM's expected costs developed by the plan administrator of a single contract. This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.

f. ~~FACULTY MEMBERS enrolled in an HMO shall not experience the increases for non-participants as set forth in e. above.~~

g. ~~The parties have agreed in principle to develop a faculty premium contribution reconciliation program to ensure that contributions are calculated based on actual plan expenses paid by PASSHE. The terms of this agreement will be finalized once the pending health care contract is awarded, establishing the funding mechanism that will be utilized~~

4. Part-Time Employee Health Care Choices and Plan Design

a. Eligible part-time FACULTY MEMBERS shall be provided an annual opportunity to make health plan enrollment changes, ~~choice annually between enrollment in a Preferred Provider Organization (PPO) plan (plan design as referenced in subsection A.2.e. of this Article) or a Health Maintenance Organization (HMO).~~

b. The STATE SYSTEM shall provide eligible part-time FACULTY MEMBERS, who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period of the academic year or full year, as appropriate, for each FACULTY MEMBER'S position, with coverage under the indemnity plan, HMO, or PPO plan as described in Appendix _____, ~~(plan design as referenced subsection A.2.e. of this Article).~~

c. ~~The current indemnity plan is closed to new enrollments. Only eligible part-time FACULTY MEMBERS enrolled in the indemnity plan on January 1, 2008 may continue to participate in the plan. Provisions regarding the indemnity plan are set forth in Appendix K. If enrollment in the indemnity plan drops below 125 faculty members, the indemnity plan will be terminated effective the plan year following the date on which enrollment falls below 125; provided, however, that the earliest the indemnity plan termination could occur is for open enrollment occurring in April/May 2015 for the 2015-16 plan year.~~

5. Part-Time Employee Premium Contribution

a. ~~Effective July 1, 2010, a~~ All participating active eligible part-time FACULTY MEMBERS shall contribute on a pre-tax basis, through bi-weekly payroll deductions, at a flat rate of fifty-seven and one-half percent (57.5 %) of the STATE SYSTEM'S expected costs developed by the insurance carrier plan administrator for the type of contract for the chosen health and prescription drug plan for the fiscal year. ~~This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.~~

b. The STATE SYSTEM will continue to offer a health care management program (wellness program) to all eligible part-time FACULTY MEMBERS -in

consultation with the Health Care Cost Containment Committee as provided in Appendix L. No changes shall be made to the wellness program's participation requirements during the term of this Agreement, to the extent practicable based upon the vendor's capabilities. In the event that it is not possible to maintain the same participation requirements due to vendor capabilities, any substantive changes to the program requirements shall require APSCUF approval.

c. Active eligible part-time FACULTY MEMBERS and covered spouses/domestic partners must complete the requirements of the health care management program (wellness program) when available by the cut off dates in order to contribute at the participation level in 5.a above.

d. For those eligible part-time FACULTY MEMBERS and covered spouses/domestic partners who do not participate in the health care management program (wellness program) when available contributions will increase as follows:

~~As of July 1, 2010, The lesser of~~ an additional five percent (5%) which shall bring the total premium contribution for non-participants to sixty-two and one-half percent (62.5%) of the STATE SYSTEM'S expected costs developed by the ~~insurance carrier~~ plan administrator (-for the type of contract for the chosen health and prescription drug plan for the fiscal year), or an additional contribution amount equal to 30% of the STATE SYSTEM's expected costs developed by the plan administrator of a single contract. ~~This amount shall be adjusted annually in accordance with the premium reconciliation plan set forth in paragraph A.3.g. of this Article.~~

~~e. FACULTY MEMBERS enrolled in an HMO shall not experience the increases for non-participants as set forth in e. above.~~

6. The employee contribution for health and prescription drug benefits for non-represented employees of the STATE SYSTEM (except those in the PEBTF) shall be no less than the same contribution percentage in effect for active FACULTY MEMBERS.

~~7. If the indemnity and prescription drug card plan costs increase more than twelve percent (12%) from one year to the next, any cost increase in excess of twelve percent (12%) shall be paid by the plan participants in addition to the flat ten percent (10%) contribution rate, unless the plan is redesigned to maintain costs within the twelve percent (12%) cap. Any such additional contributions shall be paid by pre-tax payroll deductions.~~

8. a. Eligible FACULTY MEMBERS who are granted leave without pay due to sickness or parental leave will continue to receive health and prescription drug benefits under the SSHEGHP for up to six (6) months. Regular FACULTY MEMBERS who are granted family care leave may continue to receive health and prescription drug benefits for up to twelve (12) weeks. Health and prescription drug

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benefits will continue provided that required employee contributions are paid while on leave. If the FACULTY MEMBER does not pay their share of the premium, their coverage will be cancelled and they will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

b. Eligible regular full-time FACULTY MEMBERS who are granted educational leave without pay will be permitted to continue coverage on the active employee health and prescription drug plan for the duration of the leave. The STATE SYSTEM will bill those FACULTY MEMBERS for the amount of their share of the premiums pursuant to Section A.3 of this Article.

~~b.c.~~—Eligible FACULTY MEMBERS who are granted leave without pay for any reason other than for sickness, parental, ~~or~~ family care leave, or educational leave for longer than one (1) full pay period, or who are on leave without pay due to sickness or parental leave longer than six (6) months, or family care leave longer than twelve (12) weeks will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

~~e.d.~~ The STATE SYSTEM/FACULTY MEMBER contributions shall continue as stated in subsections 3 and 5 above for eligible FACULTY MEMBERS for the period of time for which they are entitled to benefits under this Section.

9. Prescription Drug Card

The STATE SYSTEM shall provide prescription drug coverage for all of the SSHEGHP plans through a prescription drug card. The prescription drug coverage shall include:

a. Effective [DATE], aA three-tier open formulary with retail co-payments of \$0 for generic, \$15 for brand formulary, and \$30 for brand non-formulary for up to a thirty (30) day supply. Effective July 1, 2013, these retail co-payments shall be increased to \$5 for generic, \$18 for brand formulary, and \$36 for brand non-formulary drugs for up to a thirty (30) day supply. \$10 for generic, \$30 for brand formulary, and \$50 for brand non-formulary drugs for up to a thirty (30) day supply.

b. Co-payments for mail order prescriptions of two times the retail co-payments set forth in subsection 9.a. above for up to a ninety (90) day supply.

c. There shall be no deductible for prescription coverage.

d. If a physician prescribes a brand name drug and indicates no substitution, then the FACULTY MEMBER will not pay the difference between that drug and the generic drug. However, if the FACULTY MEMBER chooses a brand name drug when his/her physician has indicated that substitution of a generic drug is

acceptable, the FACULTY MEMBER must pay the difference in cost between the brand name drug and the generic drug.

e. The STATE SYSTEM will implement prescription drug clinical management programs to encourage cost-effective utilization as described in Appendix .

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f. The STATE SYSTEM will establish a mandatory Specialty Pharmacy Vendor program. FACULTY MEMBERS and their enrolled dependents who need to obtain specialty medications must purchase those medications from the designated Specialty Pharmacy Vendor to receive the in-network benefit.

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10. Annuitant Health Care Coverage

a. Eligibility

(1) For all FACULTY MEMBERS who began employment prior to [DATE], ~~The STATE SYSTEM shall allow each FACULTY MEMBER who was eligible as an active FACULTY MEMBER under the SSHEGHP to elect coverage upon retirement in an approved plan under the Annuitant Health Care Program (AHCP).~~ There will be no annuitant health care benefits provided to FACULTY MEMBERS who began employment on or after [DATE].

(2) Dependency coverage shall be available for qualified dependents of the annuitant. Eligible dependents will include spouses, domestic partners and dependent children. Annuitants shall be responsible for any applicable tax consequences of covering dependents.

b. Annuitant Health Care Choices

(1) ~~(4)~~—Effective July 1, 2004, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active employees, and may change from time-to-time as active employee benefits change.

(2) Effective [DATE] and for all years thereafter, AHCP benefits for all future pre-Medicare eligible retirees shall be those in effect for active employees, and will change from time-to-time as active employee benefits change.

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~~(2) A FACULTY MEMBER who retires prior to July 1, 2009, and is enrolled in the indemnity plan at the time of retirement, may continue that~~

~~enrollment as an annuitant. However, the indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009.~~

(3) Eligible FACULTY MEMBERS who retire after June 30, 2009, and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO (plan design as referenced in subsection A.2.c. of this Article), ~~HMO, if available~~, or other approved plan under the AHCP.

c. Annuitant Premium Contributions

(1) The STATE SYSTEM shall continue to pay the full cost of AHCP benefits for those eligible FACULTY MEMBERS who retired prior to July 1, 2005.

(2) Eligible employees who retire after June 30, 2005, and before July 1, 2008, and who enroll in the AHCP and are not eligible for Medicare, shall contribute to the cost of coverage at the same dollar amount for their choice of plan that was in effect the day of their retirement. Upon becoming eligible for Medicare, they shall cease the foregoing contribution and instead pay the same percentage of the STATE SYSTEM's cost for the Medicare supplement as active employees are paying for their PPO plan (plan design as referenced in subsection A.2.c. of this Article) benefits.

(3) Eligible FACULTY MEMBERS who retire after June 30, 2008, and who enroll in the AHCP shall contribute to the cost of the AHCP at the same dollar amount for the type of contract and choice of plan as that in effect on the day of the FACULTY MEMBER'S retirement. Throughout the annuitant's lifetime while enrolled in the AHCP, the dollar amount paid by the annuitant shall be adjusted whenever the percentage of contribution paid by active FACULTY MEMBERS for the same type of contract and choice of plan is adjusted. The new percentage shall be applied to the rate for the type of contract and choice of plan that was in effect on the day of the FACULTY MEMBER'S retirement to determine the new annuitant contribution. The wellness program and non-participant contribution increases set forth in sections 3.e and 5.c above shall not apply to annuitants.

(4) If an annuitant who retires after June 30, 2005 and before July 1, 2008, opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that was in effect for that plan as of the date of his/her retirement.

(5) If an annuitant who retires after June 30, 2008, opts to change health plans, he/she shall contribute to the new plan in the same dollar amount that

was being contributed to that type of contract and choice of plan by active FACULTY MEMBERS on the day of the FACULTY MEMBER'S retirement, adjusted for any changes occurring since that time in the percentage of contributions paid by active FACULTY MEMBERS.

d. Any FACULTY MEMBER who retires prior to July 1, 2009, and receives health benefits in accordance with subsection f. below under the present indemnity plan shall have major medical coverage in retirement equal to the major medical coverage that he/she had on the day prior to his/her retirement.

e. FACULTY MEMBERS who retire and are covered under the AHCP will be required to enroll in Medicare Part B when they become Medicare eligible in order to continue comprehensive medical coverage. The STATE SYSTEM shall continue to provide ~~the Blue Shield Signature 65 Supplement or equivalent a Medicare supplement plan, and/or another comprehensive medical plan, as may be amended from time to time.-~~

f. Annuitants who retire under the provisions of paragraphs (1), (2), or (3) below will be eligible to elect coverage under the STATE SYSTEM Annuitant Health Care Program (AHCP) as provided in this Section. For purposes of this Section, "credited service" for all FACULTY MEMBERS who begin employment in the fall semester 1997 and after, shall only include actual service with the STATE SYSTEM or COMMONWEALTH and shall not include other types of service purchasable for retirement credit.

(1) Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or Public School Employees' Retirement Systems, except that a FACULTY MEMBER who leaves STATE SYSTEM employment through resignation or discharge prior to superannuation age, vests retirement benefits and does not retire until at or after superannuation age must have had on the date of resignation or discharge, twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems.

A FACULTY MEMBER, who is retrenched prior to superannuation age, vests his/her retirement benefits and subsequently retires at or after superannuation age during the furlough period must have ten (10) or more years of credited service in the State and/or Public School Employees' Retirement Systems. For purposes of this subsection, superannuation under the Alternative Retirement Plans (see Article 20.C.) shall be sixty (60) years of age with at least ten (10) years of COMMONWEALTH, STATE SYSTEM and/or public school service. For purposes of this subsection, for all FACULTY MEMBERS who begin employment in the fall semester 1997 and after, the service requirement shall be fifteen (15) years; rather than ten (10) years.

For all FACULTY MEMBERS who begin employment after July 1, 2004, the years of credited service required for eligibility shall increase to twenty (20) years of credited service.

(2) Disability Retirement, which requires at least five (5) years of credited service in the State or Public School Employees' Retirement Systems. For purposes of this subsection, retirement under the Alternative Retirement Plan (see Article 20.C.) shall be considered disability retirement if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix E.

(3) Other retirement, including retirement under the Alternative Retirement Plan (see Article 20.C.) with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems, and who have elected coverage under the AHCP.

For purposes of this subsection, Alternative Retirement Plan (see Article 20.C.) members who begin employment before the end of the 1996-97 academic year may receive retirement credits equal to the retirement credit which they would be entitled to purchase under the rules of the State Employees' Retirement System (SERS) for military service, for service in other public colleges and universities, and for other permissible service credit purchases. Such retirement credit must be certified as eligible by SERS as creditable under its rules. This provision shall be effective only for those FACULTY MEMBERS who retire on or after July 1, 1990 and who began employment before the end of the 1996-97 academic year.

11. It is understood and agreed that the references to the types of health plans in this Article shall not restrict the Employer's right after consultation with APSCUF to replace the current insurers/administrators with other insurers/administrators, provided equivalent coverage, benefits and employer/FACULTY MEMBER contributions are maintained.

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B. Health Care Cost Containment Committee

1. The Health Care Cost Containment Committee, which was established as of July 1, 2004, shall continue as modified herein. Effective July 1, 2007, the Health Care Cost Containment Committee shall be composed of twelve (12) members with six (6) management representatives and six (6) union representatives four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, and one (1) who shall represent and be appointed by SPFPA.

2. The Health Care Cost Containment Committee shall meet periodically to discuss

health care cost containment strategies, ~~including plan redesign of the indemnity program to maintain costs within the twelve percent (12%) cap provided for in subsection A.7. above.~~ The Committee may also make recommendations for modifications to the ~~other~~ health care plans. The Committee shall make recommendations to the STATE SYSTEM and APSCUF for modifications of the health care plans for active FACULTY MEMBERS. All recommendations must have been approved by Committee members by majority vote of both management members and majority vote of union members.

3. Health and prescription drug rate information used to determine premiums and employee contributions shall be shared with all members of the Committee.

C. ~~In the event that comprehensive healthcare legislation is passed~~In the event future health plan changes may be required in order to comply with health care legislation or to avoid excessive cost increases caused by such legislation, the parties agree to refer such ~~legislation matters~~ to the Health Care Cost Containment Committee to make a recommendation regarding appropriate changes for the existing active and annuitant health care program.

D. Life Insurance

1. The STATE SYSTEM/UNIVERSITIES shall assume the entire costs of life insurance coverage as described in this Section. The eligibility of FACULTY MEMBERS for life insurance will be as set forth in the currently existing life insurance plan. The amount of life insurance will be based on the FACULTY MEMBER'S annual pay rate in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$50,000.

2. The STATE SYSTEM/UNIVERSITIES shall continue to provide each FACULTY MEMBER who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths in addition to the life insurance coverage provided in subsection 1. above. The amount of coverage is \$20,000.

3. FACULTY MEMBERS eligible for life insurance pursuant to this Article, who are granted sick leave without pay or parental leave without pay will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan for up to six (6) months. FACULTY MEMBERS, who are on sick leave or parental leave without pay for longer than six (6) months, may remain in the program for an additional six (6)-month period by paying the entire premium. FACULTY MEMBERS, who are granted family care leave, will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan for up to twelve (12) weeks. Regular full-time faculty members who are granted educational leaves without pay will continue to receive one hundred percent (100%) State System paid coverage under the current life insurance plan.

E. Holidays

1. The following days shall be recognized as major holidays for ADMINISTRATIVE FACULTY MEMBERS who are on twelve (12) month contracts:

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|--------------------------------------|---------------------|
| a. New Year's Day | e. Labor Day |
| b. Martin Luther King Jr.'s Birthday | f. Thanksgiving Day |
| c. Memorial Day | g. Christmas Day |
| d. Independence Day | |

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be paid for any holiday listed above provided he/she was scheduled to work on that day and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half on the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent thereto.

2. The following days shall be recognized as minor holidays for ADMINISTRATIVE FACULTY MEMBERS on twelve (12) month contracts and shall be scheduled by the President or his/her designee of each University. At the request of local APSCUF, the President or his/her designee(s) shall meet and discuss concerning the matter of rescheduling the following minor holidays:

- a. President's Day
- b. Columbus Day
- c. Veterans' Day

3. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall earn a minor holiday provided he/she was scheduled to work the actual day a minor holiday is celebrated and was in an active pay status on the last half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately prior and the first half of the ADMINISTRATIVE FACULTY MEMBER'S scheduled work day immediately subsequent to the actual day a minor holiday is celebrated. An ADMINISTRATIVE FACULTY MEMBER who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay shall be compensated for such holiday. In the event the earning of a minor holiday(s) is anticipated and an ADMINISTRATIVE FACULTY MEMBER terminates employment prior to actually earning the anticipated holiday(s), such ADMINISTRATIVE FACULTY MEMBER shall reimburse the STATE SYSTEM/UNIVERSITIES for the holiday(s) taken but not earned. If a holiday is observed while an eligible ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract is on sick, annual, or other paid leave status, the ADMINISTRATIVE FACULTY MEMBER will receive pay for the holiday and the day will not be charged against other paid leave.

F. Personal Leave Days

1. FACULTY MEMBERS, as defined in the March 27, 2012 side letter, on nine (9)

month contracts shall be eligible for two (2) personal days per calendar year and FACULTY MEMBERS on twelve (12) month contracts who strictly follow the administrative schedule shall be eligible for five (5) personal days per calendar year. Summer work shall be excluded when determining whether a FACULTY MEMBER is on a nine (9) or twelve (12) month contract.

2. For FACULTY MEMBERS entitled to two (2) personal leave days, one personal leave day shall be earned the first half of each calendar year (January 1 to June 30), and one personal leave day shall be earned the second half of each calendar year (July 1 to December 31). For FACULTY MEMBERS entitled to five (5) personal leave days, one personal leave day shall be earned during each one-fifth calendar year.

3. A FACULTY MEMBER entitled to two (2) personal leave days must have thirty (30) days service in compensable pay status in each half calendar year to earn the personal leave entitlement under Section F.2. above. A FACULTY MEMBER entitled to five (5) personal leave days must have thirty (30) days service in compensable pay status in each one-fifth calendar year to earn the personal leave entitlement under Section F.2. above.

4. Personal leave shall be scheduled and granted for periods of time requested by the FACULTY MEMBER subject to management's responsibility to maintain efficient operations. Requests for personal leave by an ACADEMIC FACULTY MEMBER shall be submitted in writing by the ACADEMIC FACULTY MEMBER and shall be answered by management within seven (7) days. Such requests for personal leave by an ACADEMIC FACULTY MEMBER must be accompanied by evidence that the classes of the ACADEMIC FACULTY MEMBER are covered by a qualified colleague of the ACADEMIC FACULTY MEMBER and, in addition, such leave shall not result in overload costs to the STATE SYSTEM/UNIVERSITIES. If the nature of the work makes it necessary to limit the number of FACULTY MEMBERS on personal leave at the same time, the FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service at the University shall be given his/her choice of personal leave in the event of any conflict in selection.

5. Personal leave to which a FACULTY MEMBER may become entitled shall be granted before it is earned subject to management's responsibility to maintain efficient operations. A FACULTY MEMBER who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the University for those days of personal leave used but not earned.

6. Personal leave days shall be noncumulative from calendar year to calendar year. If a FACULTY MEMBER is required to work on his/her requested personal leave day and is unable to schedule his/her personal day during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for scheduling purposes.

7. A FACULTY MEMBER who becomes ill while on personal leave will not be

charged personal leave for the period of illness provided he/she furnishes a satisfactory proof of such illness to the University upon his/her return to work.

8. In the event that a FACULTY MEMBER is unable to find a qualified colleague to replace him/her while he/she is on personal leave, such FACULTY MEMBER shall advise his/her department chairperson of this problem. The chairperson and the Dean shall assist the FACULTY MEMBER in attempting to find a qualified colleague to cover the FACULTY MEMBER'S classes.

G. Vacations

1. An ADMINISTRATIVE FACULTY MEMBER on a twelve (12) month contract shall be eligible for annual leave after thirty (30) days of service with the University. ADMINISTRATIVE FACULTY MEMBERS shall earn leave credits as of their date of hire. Leave shall be earned according to the following schedule:

Service	Annual Leave Entitlement	
	Per Year	Per Month
Less than 12 months	10 days	5/6 day
12 months to 180 months	15 days	1-1/4 days
181 months to 299 months	20 days	1-2/3 days
300 months or more	25 days	2-1/12 days

ADMINISTRATIVE FACULTY MEMBERS shall earn annual leave credits for each month in which they are in compensable status ten (10) or more working days.

2. Vacation pay shall be the ADMINISTRATIVE FACULTY MEMBER'S regular rate of pay in effect for the payday immediately preceding the ADMINISTRATIVE FACULTY MEMBER'S vacation period.

3. Vacations shall be scheduled and granted for periods of time requested by the ADMINISTRATIVE FACULTY MEMBER subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of ADMINISTRATIVE FACULTY MEMBERS on vacation at the same time, the ADMINISTRATIVE FACULTY MEMBER with the greatest seniority as it relates to total years of continuous service with the University shall be given his/her choice of vacation periods in the event of any conflict in selection.

4. If a holiday occurs during the work week in which vacation is taken by an ADMINISTRATIVE FACULTY MEMBER, the holiday shall not be charged to annual leave.

5. An ADMINISTRATIVE FACULTY MEMBER who becomes ill during his/her vacation will not be charged annual leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the University upon his/her return to work.

6. If an ADMINISTRATIVE FACULTY MEMBER is required to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

7. Any ADMINISTRATIVE FACULTY MEMBER separated from the service of the University for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation.

8. Unused annual leave shall be carried over from one (1) calendar year to the next provided that in no case shall the amount thus carried over exceed forty-five (45) days.

9. ADMINISTRATIVE FACULTY MEMBERS who have one (1) or more years of service since their last date of hire may anticipate annual leave to which they become entitled during the then current calendar year unless the President or his/her designee has reason to believe that they have been abusing their leave privileges. ADMINISTRATIVE FACULTY MEMBERS with less than one (1) year of service since their last date of hire may not anticipate annual leave. Annual leave may only be anticipated within the current calendar year.

10. An ADMINISTRATIVE FACULTY MEMBER who is retrenched and is not employed in another position within fourteen (14) calendar days of the effective date of retrenchment will receive a lump sum payment for all earned, unused annual leave unless the ADMINISTRATIVE FACULTY MEMBER requests in writing before the end of the fourteen (14) calendar days to freeze all earned, unused annual leave. An ADMINISTRATIVE FACULTY MEMBER may subsequently change a decision to freeze the earned, unused annual leave by submitting a written request for a lump sum payment for the annual leave. Payment will be made within thirty-five (35) days of the date on which the request is received by the University and will be at the rate of pay in effect on the last day of employment prior to the date of retrenchment. If the ADMINISTRATIVE FACULTY MEMBER is reemployed during the recall period, annual leave, which was frozen, will be reinstated. If the ADMINISTRATIVE FACULTY MEMBER is not reemployed prior to the expiration of the recall period, the ADMINISTRATIVE FACULTY MEMBER shall be paid off in lump sum for all frozen earned, unused annual leave at the rate of pay in effect on the last date of employment prior to the date of retrenchment.

H. Tuition Waivers

Effective with the start of the fall semester of 1999, the STATE SYSTEM/UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

1. Total waiver of University tuition for the spouse/domestic partner of a FACULTY MEMBER at the University where the FACULTY MEMBER is employed. This waiver

shall be applicable to the FACULTY MEMBER'S spouse/domestic partner until he/she obtains his/her first undergraduate degree.

2. Total waiver of University tuition for FACULTY MEMBER'S children, including children of his/her domestic partner, at the University where the FACULTY MEMBER is employed. This waiver of tuition at the FACULTY MEMBER'S University shall be applicable to the FACULTY MEMBER'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

This waiver of tuition shall continue to the limits stated above if the FACULTY MEMBER should, after ten (10) or more years of service, become permanently disabled or die.

3. Fifty percent (50%) waiver of University tuition for FACULTY MEMBER'S children, including children of his/her domestic partner, at UNIVERSITIES other than the University where the FACULTY MEMBER is employed. This waiver of tuition shall be applicable until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

4. Tuition waiver shall continue to the limits stated in Sections H.2. and H.3. above for FACULTY MEMBERS who meet all of the following conditions:

- a. he/she is retired from the University;
- b. he/she is at or above the retirement superannuation age; and
- c. he/she has served ten (10) or more years in the STATE SYSTEM.

5. Total waiver of tuition for FACULTY MEMBERS at any STATE SYSTEM University.

6. The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this Section.