

Article 30

HEALTH AND WELFARE

A. A jointly-administered Health and Welfare Fund has been established under the provisions of an Agreement and Declaration of Trust executed by and between APSCUF and the STATE SYSTEM/UNIVERSITIES. This Health and Welfare Fund shall conform to all existing and future federal and Commonwealth statutes and regulations controlling such Health and Welfare Funds. Said Agreement and Declaration of Trust provides and shall continue to provide equal representation on the Board of Trustees by and between APSCUF and the STATE SYSTEM/UNIVERSITIES.

B. The Board of Trustees of the Health and Welfare Fund shall determine at their discretion and in accordance with the terms of this Agreement and the terms of the Agreement and Declaration of Trust, health and welfare benefits which may be extended by the Health and Welfare Fund to FACULTY MEMBERS, their spouse/domestic partner, and their dependents.

C. ~~1. For the period between July 1, 2011 to June 30, 2013, the STATE SYSTEM shall pay an annual amount to the Health and Welfare Fund of \$1,077.50 for each full-time FACULTY MEMBER in an active pay status. The STATE SYSTEM shall remit its contributions, together with an itemized statement, to the Health and Welfare Fund on a biweekly basis during the 20 pay periods in which faculty salaries are paid.~~

Commented [LS1]: Tentative Agreement Reached to delete this section.

~~21. Effective July 1, 2013~~For the term of this agreement, the STATE SYSTEM shall pay an annual amount to the Health and Welfare Fund of ~~\$1,131.40~~ 1,125.74 for each full-time FACULTY MEMBER in an active pay status. The STATE SYSTEM shall remit its contributions, together with an itemized statement, to the Health and Welfare Fund on a biweekly basis during the 20 pay periods in which the faculty salaries are paid.

~~32. The biweekly contribution rate shall be \$53.875~~ 56.287 ~~(increased to \$56.57 as of July 1, 2013)~~ for each full-time FACULTY MEMBER in active pay status. The rate for part-time FACULTY MEMBERS shall be proportionate to the percent of the regular workload assigned to the FACULTY MEMBER. For example, the rate for a FACULTY MEMBER employed half-time shall be one-half of the rate for a full-time FACULTY MEMBER.

~~34. Beginning with the first full pay period for the academic year, the STATE SYSTEM shall determine the number of full-time FACULTY MEMBERS in active pay status during that pay period and contribute \$53.875~~ 56.287 ~~(increased to \$56.57 as of July 1, 2013)~~ for each full-time FACULTY MEMBER. The STATE SYSTEM also shall make contributions for all faculty wage hours reported for the pay period at the rate of ~~\$.718~~ .750 ~~(increased to 0.754 as of July 1, 2013)~~ per hour.

~~54. The STATE SYSTEM shall remit biweekly contributions to the Health and Welfare Fund within fourteen (14) days of the last day of the pay period for which contributions were calculated.~~

65. For purposes of this Agreement, FACULTY MEMBERS in "active pay status" shall include the following:

- a. FACULTY MEMBERS who receive a full or partial paycheck for the pay period.
- b. FACULTY MEMBERS who are on leave without pay with benefits.
- c. FACULTY MEMBERS who are on leave without pay without benefits for a period of one full pay period or less.

76. The procedures provided for in number 1 through 6 above shall be utilized to calculate and remit contributions on behalf of FACULTY MEMBERS eligible under Section D. below.

~~8. In addition to the contributions set forth in subsections 1 through 6 of this Section, PASSHE shall make a one-time lump sum contribution to the Health and Welfare Fund in the amount of \$250,000 to the Fund within 90 days following ratification of this Agreement.~~

Commented [LS2]: Tentative Agreement Reached to delete this section.

- D.
1. Contributions on behalf of part-time FACULTY MEMBERS shall be made on a proportionate basis with the calculations based on the workload provisions of Article 23, WORKLOAD AND WORKLOAD EQUIVALENTS.
 2. Full contributions will be made for all FACULTY MEMBERS on full or partial educational leaves without pay.
 3. Full contributions will be made for all FACULTY MEMBERS on leaves without pay due to sickness, parental or family care leave that are also eligible for benefits under the SSHEGHP pursuant to Article 21.A.8.

~~4. Full contributions will be made for all retrenched FACULTY MEMBERS who are eligible for benefits pursuant to Article 29.J.~~

54. Full contributions will be made for all terminated FACULTY MEMBERS who are eligible for any type of benefit from the STATE SYSTEM pursuant to Article 15.G.

- E.
1. Contributions made by the Employer to the Health and Welfare Fund as indicated in Sections C. and D. above shall not be used for any purpose other than to provide health and welfare benefits in accordance with the terms of this Collective Bargaining Agreement and the Agreement and Declaration of Trust and to pay the operating and administrative expenses of the Fund.
 2. All benefits extended by this Health and Welfare Fund must be designed to be excludable from the "regular rate" definition of the Fair Labor Standards Act.

~~3. The Trustees of the Faculty Health and Welfare Fund shall determine whether federal law requires that FACULTY MEMBERS must be permitted to opt out of the benefits provided under the Fund and/or whether FACULTY MEMBERS must~~

~~contribute toward the cost of Fund benefits, via payroll deduction or through other means, in order to maintain the excepted status of the benefits. If the Trustees determine that FACULTY MEMBERS must be permitted to opt out of Fund benefits, the Trustees shall establish procedures for electing to opt out of such benefits. If the Trustees determine that employee contributions are legally required, the Trustees shall determine the amount of such contributions, provided, however, that the amount shall not exceed the greater of the minimum amount required by federal law necessary to preserve the excepted status of the benefits or five dollars (\$5.00) per year.~~

Commented [LS3]: State System agreed to APSCUF's proposal to eliminate this section

4. No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be grievable or in any fashion subject to any grievance and arbitration procedure established in any collective bargaining agreement between the STATE SYSTEM/UNIVERSITIES and APSCUF.

F. It is expressly agreed and understood that the STATE SYSTEM/UNIVERSITIES do not accept, nor are they in any manner to be charged with hereby, any responsibility connected with the determination of benefits for, nor with any liability to, any FACULTY MEMBER claiming under any of the benefits extended by the Health and Welfare Fund. It is expressly agreed that the liability of the STATE SYSTEM/UNIVERSITIES in any and every event with respect to benefits extended by the Health and Welfare Fund shall be limited to the contributions indicated under Sections C. and D. above.