

Last Best Offer

Base Salary Adjustments

Regular Faculty

2016/17	Fall 2016 ¹ — General Pay Increase (GPI) of 2.75% Spring 2017— One-time cash payment of \$1,000 for full-time; prorated for part-time
2017/18	Fall 2017 ¹ —GPI of 2.0% Spring 2018 ² —Step or Cash (2.5%) for those at top of pay scale
2018/19	Fall 2018 ¹ —GPI of 2.5% Fall 2018 ¹ —Step or Cash (2.5%) for those at top of pay scale

Temporary Faculty

2016/17	Fall 2016 ¹ — General Pay Increase (GPI) of 1.0%
2017/18	Fall 2017 ¹ — General Pay Increase (GPI) of 1.0%
2018/19	Fall 2018 ¹ — General Pay Increase (GPI) of 1.0%

Overview of Health Care Benefit Changes and Timing

Effective January 1, 2017

- Freeze enrollment in the four regional HMOs (no new enrollments)
- Modification of the PPO Blue plan design to include an in-network deductible of \$250 individual/\$500 family and 10% member coinsurance up to an out-of-pocket maximum of \$1,000 individual/\$2,000 family (and increases to the out-of-network deductible, member coinsurance, and out-of-pocket maximums) for certain medical services.
- Increase full-time employee premium contributions as follows:
 - 15% to 18% for Healthy U participants
 - 25% to 28% for Healthy U nonparticipants
- Increase retail (30-day supply) prescription drug copayments as follows:
 - From \$5 to \$10 for generic drugs
 - From \$18 to \$30 for brand formulary
 - From \$36 to \$50 for brand non-formulary
- Copayments for mail order (90-day supply) of two times the retail copayments

Effective July 1, 2017

- Eliminate Keystone East HMO, Keystone Central HMO, and Geisinger HMO plans. The UPMC HMO will remain in place for all members who were enrolled prior to January 1, 2017. The UPMC HMO plan design will be modified in the same manner as the PPO, including member deductibles, coinsurance, and copays.
- Modify the additional contribution for nonparticipants in the wellness program to be the lesser of 10% of the premium applicable to the tier of coverage or an additional contribution equal to 30% of the single premium.
- Implement the proposed drug management programs (Managed RX, Mandatory Specialty Pharmacy, expansion of Prior Authorization program).
- Annuitant healthcare plan benefits for future pre-Medicare eligible retirees shall be those in effect for active employees and will change as active employee benefits change.

Effective January 1, 2019

- For faculty members hired on or after January 1, 2019, provide retiree healthcare coverage for up to five years upon retirement or until the retiree attains Medicare eligibility, whichever occurs first. This provision shall remain in effect until such time as the Commonwealth enters into an agreement with its largest union to reduce further or cease the retiree healthcare benefits for its current or future employees. At such time, this agreement's provision will be modified in accordance with the Commonwealth's restructured retiree healthcare benefit.

¹ Fall adjustments occur at beginning of fall semester.

² Spring adjustments occur at the 11th and 14th pay periods. Does not apply to faculty promoted in the fall.

Article 21

FRINGE BENEFITS

A. Health Benefits

1. Eligibility

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

c. 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 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. Effective January 1, 2017, the current Health Maintenance Organization (HMO) plans will be closed to new enrollments.

c. Effective July 1, 2017, the Keystone East HMO, the Keystone Central HMO and the Geisinger HMO plans will be eliminated. FACULTY MEMBERS enrolled in those HMO plans will have the opportunity to enroll in the PPO plan. The UPMC HMO will remain in place for FACULTY MEMBERS enrolled in the plan prior to January 1, 2017, but will be modified to have the same plan design features as those in effect for the PPO plan, including member deductibles, coinsurance and copays. 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.

ed. The State System will offer a Preferred Provider Organization (PPO) plan.

~~Effective January 1, 2017, the PPO plan design will be modified as described in Appendix 1. 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~~Effective January 1, 2017, 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:

1. ~~As of July 1, 2010~~January 1, 2017, an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-~~eight~~five 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)

~~2. As of July 1, 2017, the lesser of an additional ten percent (10%) which shall bring the total premium contribution for non-participants to twenty-eight percent (28%) of the STATE SYSTEM'S expected costs developed by the 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.c. 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. Effective January 1, 2017, the PPO Plan design will be modified as described in Appendix 1.~~(plan design as referenced subsection A.2.c. 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:

~~1.~~ As of ~~July~~January 1, ~~2010~~2017, 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). ~~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.

~~1.2.~~ As of July 1, 2017, 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 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.

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 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 January 1, 2017, a 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. Effective July 1, 2017, the STATE SYSTEM will implement prescription drug clinical management programs to encourage cost-effective utilization as described in Appendices 2 and 3.

f. Effective July 1, 2017, 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.

10. Annuitant Health Care Coverage

a. Eligibility

(1) For all FACULTY MEMBERS who began employment prior to January 1, 2019, tThe 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).

(2) For all FACULTY MEMBERS who began employment on or after January 1, 2019, 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) for a period of time up to five (5) years or until the annuitant attains Medicare eligibility, whichever occurs first. This provision shall remain in effect until such time as the Commonwealth of Pennsylvania enters into an agreement with its largest union to reduce further or cease the retiree healthcare benefits for its current or future employees. At such time, this agreement's provision will be modified in accordance with the Commonwealth's restructured retiree healthcare benefit.

(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) ~~(1)~~—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.
~~(1)~~(2) Effective July 1, 2017 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.

~~(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.

B. Health Care Cost Containment Committee

1. The Health Care Cost Containment Committee~~m~~ 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

State System Proposal

October 11, 2016 Revised October 17, 2016 Last Best Offer

[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.

APPENDIX 1 - PPO Blue Benefit Summary

**PPO Blue-~~100~~90%/8070%;\$0250 Network Deductible;
\$15/\$25 OV Copay; \$100 ER Copay**

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	None \$250	\$250500
Family	\$500	\$5001,000
Plan Pays – payment based on the plan allowance	400%90% after deductible	8070% after deductible
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period)		
Individual	Not Applicable\$1,000	\$1,5002,000
Family	\$2,000	\$3,0004,000
Total Maximum Out-of-Pocket (includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only).(2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,6006,850	None
Family	\$13,20013,700	None
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits (7)	100% after \$25 copayment	8070% after deductible
Primary Care Provider Office Visits & Virtual Visits (7)	100% after \$15 copayment	8070% after deductible
Specialist Office Visits & Virtual Visits (8)	100% after \$25 copayment	8070% after deductible
Virtual Visit Originating Site Fee (8)	90% after deductible	70% after deductible
Urgent Care Center Visits	100% after \$25 copayment	8070% after deductible
Telemedicine Services (9)	100% after \$10 copayment	Not Covered
Preventive Care(4)		
Routine Adult		
Physical exams	100% no deductible	8070% after deductible
Adult immunizations	100% no deductible	8070% after deductible
Colorectal cancer screening	100% no deductible	8070% after deductible
Routine gynecological exams, including a Pap Test	100% no deductible	8070% no deductible
Mammograms, annual routine and medically necessary	100% no deductible	8070% after deductible
Diagnostic services and procedures	100% no deductible	8070% after deductible
Routine PSA Screening	100% no deductible	8070% after deductible
Routine Pediatric		
Physical exams	100% no deductible	8070% after deductible
Pediatric immunizations	100% no deductible	8070% no deductible
Diagnostic services and procedures	100% no deductible	8070% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	400%90% after deductible	8070% after deductible
Hospital Outpatient	400%90% after deductible	8070% after deductible
Maternity (non-preventive facility & professional services) <i>Excludes Dependent Daughter except complications</i>	400%90% after deductible	8070% after deductible
Medical Care (except office visits) Includes Inpatient Visits and Consultations	400%90% after deductible	8070% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Excludes Neonatal Circumcision	400%90% after deductible	8070% after deductible
Emergency Services		
Emergency Room Services	100% after \$100 copayment (waived if admitted)	
Ambulance (emergency)	100% no deductible	
Ambulance (non-emergency)	400%90% after deductible	8070% after deductible
Mental Health/Substance Abuse		

Inpatient Mental Health	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Inpatient Detoxification/Rehabilitation	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Outpatient Mental Health <u>includes Virtual Behavioral Health Visits</u>	100% after \$25 copayment	<u>8070% after deductible</u>
Outpatient Substance Abuse <u>includes Virtual Behavioral Health Visits</u>	100% after \$25 copayment	<u>8070% after deductible</u>
Benefit	Network	Out-of-Network
Therapy and Rehabilitation Services		
Physical Medicine Outpatient	100% after \$25 copayment unlimited	<u>8070% after deductible</u>
Respiratory Therapy	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Spinal Manipulations	100% after \$25 copayment 30 visits/benefit period	<u>8070% after deductible</u>
Speech & Occupational Therapy Outpatient	100% after \$25 copayment 30 visits per therapy/benefit period	<u>8070% after deductible</u>
Other Therapy Services - Cardiac Rehabilitation, Chemotherapy, Radiation Therapy, Dialysis and Infusion Therapy	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Other Services		
Allergy Extracts and Injections	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Applied Behavior Analysis for ASD (3)	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Diabetes Treatment	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Durable Medical Equipment, Orthotics and Prosthetics	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Elective Abortion	Not Covered (except in cases of rape, incest, or to avert death of the mother)	
Home Health Care (Excludes Respite Care)	<u>100%90% after deductible</u> 60 visits/benefit period	<u>8070% after deductible</u>
Hospice (Includes Respite Care)	<u>100%90% after deductible</u> 180 days/benefit period	<u>8070% after deductible</u>
Infertility Counseling, Testing and Treatment(5)	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Oral Surgery	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Private Duty Nursing	<u>100%90% after deductible</u> 240 hours/benefit period	<u>8070% after deductible</u>
Skilled Nursing Facility Care	<u>100%90% after deductible</u> 100 days/benefit period	<u>8070% after deductible</u>
Transplant Services	<u>100%90% after deductible</u>	<u>8070% after deductible</u>
Precertification Requirements(6)	Yes	

(1)Your group's benefit period is based on a Calendar Year

(2)The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expenses. Effective with plan years beginning on or after January 1, ~~2015~~ 2016 the TMOOP cannot exceed \$~~6,600~~6,850 for individual and \$~~13,200~~13,700 for two or more persons.

(3)Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.

(4)Services are limited to those listed on the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.

(5)Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(6)Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If not, you are responsible for contacting MM&P. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

(7)Virtual, Retail & Behavioral Health Virtual Vists – the purpose of this benefit is to allow a member to have a virtual visit through the use of secure telecommunications technology. The secure telecommunications technology must provide both audio and video streams. Virtual visits can be conducted for initial, follow-up, or maintenance care. The member's responsibility is the copayment that would normally apply for an in-person primary care, retail or behavioral visit.

(8)Virtual Specialist Office Visit – the purpose of this benefit is to allow a member to have a virtual follow-up visit with a specialist that may be located a significant distance away. The member's responsibility is the copayment that would normally apply for an in-person specialist visit and a fee from the "originating site". The PCP's office or clinic that provides access to the video conferencing equipment may also charge a fee. The originating fee will be applied to the deductible and/or coinsurance as determined by the member's specific benefit plan design.

(9)Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual behavioral health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health/Substance Abuse benefit.



APPENDIX 2 Prescription Drug Card Program Summary of Benefits

Rx - \$0; \$510/\$1830/\$36-50 Retail; \$1020/\$3660/\$72-100 Mail; Comprehensive

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	None	
Prescription Drug Defined by the Premier 2012 National -Pharmacy Network - Not Physician Network.	31 day supply \$5-10 Generic Copay \$48-30 Brand Formulary Copay \$36-50 Brand Non-Formulary Copay	90 day supply \$40-20 Generic Copay \$36-60 Brand Formulary Copay \$72-100 Brand Non-Formulary Copay
Formulary ^①	Comprehensive	
Formulary Benefit Design	Incentive	
Generic Substitution	Soft -When you purchase a brand drug that has a generic equivalent you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs, unless your physician requests that the brand name drug be dispensed	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Member Files Claims	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Covered	
Prescription Hair Growth Products	Not Covered	
CARE MANAGEMENT PROGRAMS		
Exclusive Specialty Pharmacy Provider	N/A Applies – selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider	
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines.	
Managed Rx Coverage on selected prescription drugs	N/A Applies – certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded	
Managed Prior Authorizations****	Applies on select high cost drugs See below	

^① The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.

****Prescription Drugs that require Prior Authorization: [Growth Hormones See attached list](#)

APPENDIX 3

Prescription Drug Program Administrative Changes



Managed Rx Coverage Program

The managed prescription drug coverage (MRxC) program consists of online edits that encourage the safe and effective use of targeted medications to meet the clinical needs of members. To better manage the rising cost of these medications, the MRxC program also promotes the use of lower cost brand and generic medications. Many of the criteria are automated in order to reduce the administrative burden on physicians and to reduce member disruption.

For a listing¹ of medications included in this program, click [here](#).

Managed Prior Authorization Program

Certain medications will require prior authorization to ensure the medical necessity and appropriateness of the prescription order as defined by Highmark prior authorization policies. The member's prescriber must obtain authorization from the Plan, prior to dispensing the medication by a retail pharmacy or through mail order, if applicable, otherwise the medication will not be covered by the Plan.

For a listing¹ of medications included in this program, click [here](#).

Step Edit Program

Generic medications can reduce prescription cost, and increase medication adherence while providing the same benefits as the brand name medication. This policy defines the criteria under which coverage for a brand name medication will be considered when generic products are available within the same therapeutic class. Medications targeted in program are used to treat acid reflux, cholesterol, and depression.

For a listing¹ of medications included in this program, click [here](#).

Note: 1. The medications included for each program are subject to change from time to time by Highmark.

State System
Last Best Offer – October 18, 2016

1. Article 12 – Performance Review and Evaluation of Faculty – Section F. - Evaluation of Probationary Non-Tenured FACULTY MEMBERS shall be modified as follows:

1. A newly appointed tenure track FACULTY MEMBER will have probationary status for a period of five (5) years. Probationary FACULTY shall be made aware, by management in writing, at the time of their employment of the rules, regulations, procedures and objectives they are required to meet as FACULTY MEMBERS of the University. A copy of each letter of appointment shall be sent to the local APSCUF President.

2. Performance review evaluations for probationers in the first, second, third, and fourth year of employment shall contain a recommendation concerning renewal or non-renewal and shall specify any improvements which may be necessary.

3. Fall Hires:

- a. The department evaluation committee shall forward its report and written recommendations as described in Section C.1.c.(1) of this Article by the following dates:

- (1) first year probationary non-tenured FACULTY by January 30.

- (2) second, third, ~~and~~ fourth ~~and fifth~~ year probationary non-tenured FACULTY by November 1.

- b. The department chairperson shall forward his/her report and written recommendations as described in Section C.1.c.(2) of this Article by the following dates:

- (1) first year probationary non-tenured FACULTY by February 7.

- (2) second, third, ~~and~~ fourth ~~and fifth~~ probationary non-tenured FACULTY by November 8.

- c. The Dean or appropriate manager will provide the FACULTY MEMBER with his/her report and written recommendations by the following dates:

- (1) first year probationary non-tenured FACULTY by February 28.

- (2) second, third, ~~and~~ fourth ~~and fifth~~ probationary non-tenured FACULTY by December 15.

4. Spring Hires:

a. The department evaluation committee shall forward its report and written recommendations as described in Section C.1.c.(1) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by September 23.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 1.

~~(3) fifth year probationary non-tenured FACULTY by April 1.~~

b. The department chairperson shall forward his/her report and written recommendations as described in Section C.1.c.(2) of this Article by the following dates:

(1) first year probationary non-tenured FACULTY by September 30.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 8.

~~(3) fifth year probationary non-tenured FACULTY by April 1.~~

c. The Dean or appropriate manager will provide the FACULTY MEMBER with his/her report and written recommendations by the following dates:

(1) first year probationary non-tenured FACULTY by October 30.

(2) second, third, and fourth year probationary non-tenured FACULTY by November 30.

~~(3) fifth year probationary non-tenured FACULTY by April 1.~~

5. No evaluations will be required after a probationer is sent a notice of non-renewal by the President.

6. Procedures relating to retention of a probationary non-tenured FACULTY MEMBER will be in accordance with the provisions of Article 14, RENEWALS AND NON-RENEWALS.

2. Article 15 – Tenure – Section E.2. – modify the first sentence as follows:

The recommendation of the department committee and of the department chairperson shall be completed no later than February 15 (October 1 for FACULTY MEMBERS with January anniversary dates), and by that date, the department chairperson shall submit the full list provided by the department committee together with his/her recommendation, in writing, with respect to each applicant, to the University-wide tenure committee, and a copy of the full list including the recommendations shall be forwarded to the Dean (or other appropriate manager), and the President.

3. Article 15 – Tenure – Section E.3 – add the following and renumber the remaining sections:

The Dean (or other appropriate manager) shall submit a recommendation for tenure to the University-wide tenure committee, with a copy to the President, no later than March 1 (October 15 for FACULTY MEMBERS with January anniversary dates).

4. Article 15 – Tenure – Section E.4 (new section – former E.3) – modify the section as follows:

The University-wide tenure committee, which shall consist of tenured FACULTY MEMBERS, shall review all tenure applications and recommendations received pursuant to this Article and shall, by April 15 (November 15 for FACULTY MEMBERS with January anniversary dates), submit its recommendations (positive and negative) with an explanation of how each applicant meets or does not meet the criteria defined in Article 12, together with the data upon which those recommendations are based, to the President or his/her designee. Each applicant for tenure shall have the right to request and make an appearance before the University-wide tenure committee to speak on his/her own behalf, before the committee submits its recommendations to the President or his/her designee.

5. Article 15 – Tenure – Section E.5 (new section – former E.4) – modify the section as follows:

The President shall grant tenure effective as of the beginning of the next academic term to those FACULTY MEMBERS whom he/she approves and such decisions shall not be subject to the provisions of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. However, if at least ~~two (2)~~ three (3) of the ~~three (3)~~ four (4) recommendations (department committee, University-wide committee, department chairperson, dean (or other appropriate manager)) are positive with respect to the granting of tenure and the President denies tenure, the FACULTY MEMBER shall have the right to grieve the denial of tenure in accordance with the terms of Article 5, GRIEVANCE PROCEDURE AND ARBITRATION. The burden of proof shall rest with the FACULTY MEMBER to prove by clear and convincing evidence that the decision to deny tenure was arbitrary and capricious.

6. Article 16 – Promotions – Section B.7a–b – modify as follows:

- a. The Dean (~~or other appropriate manager~~)/~~Library Director (Provost at Mansfield University)~~ shall submit a detailed recommendation for promotion according to the agreed upon criteria to the University-wide promotion committee no later than February 1. The detailed recommendation for promotion shall be simultaneously provided to the FACULTY MEMBER, who may submit a written statement to the University-wide promotion committee addressing the dean's recommendation by February 15.
 - b. Following the ~~D~~dean's (~~or other appropriate manager's~~) recommendation, the Provost shall submit a recommendation to the University-wide promotion committee no later than February 21, with a copy to the FACULTY MEMBER. The FACULTY MEMBER shall have the opportunity to respond by March 1.
7. Article 16 – Promotions – Section B.8 – modify as follows:
- The University-wide promotion committee shall review all applications received from the departments. The University-wide promotion committee shall then forward the full list, together with its recommendations to include a rationale for each recommendation, that are in accord with the University Statement of Promotion Policies and Procedures as to each applicant to the President or his/her designees not later than April 15.
8. Article 18 – Leaves of Absence – Section A.12.e.2 - shall be eliminated
 9. Article 21 – Fringe Benefits – Health Care – State System Proposal Revised October 17, 2016 (attached)
 10. Article 22 – Salaries – State System Proposal Revised October 17, 2016 (attached)
 11. Article 23 – Workload and Workload Equivalents – Section A.1.e – Internships/Cooperative Education – shall be amended as follows:
 - (1) A University supervisor of student interns or cooperative education students shall supervise a maximum of one-hundred twenty (120) ~~seventy-two (72)~~ students during a year.
 - (2) When an ACADEMIC FACULTY MEMBER carries a mixed load of teaching and supervision of student interns/cooperative education students, the ACADEMIC FACULTY MEMBER'S workload shall be calculated on the basis of each student intern/cooperative education student being equivalent to ~~one-third (1/3)~~ one-fifth (1/5) of a workload hour.
 12. Article 29 – Retrenchment – Section A.1 – shall be amended as follows:

Notice of the possibility of retrenchment will be sent electronically by the respective PASSHE State System University to the local APSCUF Chapter President with a copy to the State APSCUF President no later than ~~August 1~~ February 15 for any notice(s) of retrenchment(s) that may occur effective ~~at the end of the subsequent~~ the day before the start of the following academic year.

13. Article 29 – Retrenchment – Section D.1 – shall be amended as follows:

Before issuing a notice of retrenchment to retrenching an ACADEMIC FACULTY MEMBER pursuant to Section F.1. of this Article, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. When an ACADEMIC FACULTY MEMBER has been a member of more than one (1) department and he/she is retrenched from his/her current department, he/she shall have the right to return to a previous department as follows:

14. Article 29 – Retrenchment – Section D.2 – shall be amended as follows:

Before issuing a notice of retrenchment to retrenching an ADMINISTRATIVE FACULTY MEMBER pursuant to Section F.1. of this Article, the University shall make a reasonable effort to place him/her in another position within the APSCUF bargaining units. When an ADMINISTRATIVE FACULTY MEMBER has occupied a position in more than one administrative unit, he/she shall have the right to return to a previous administrative unit and displace an ADMINISTRATIVE FACULTY MEMBER with less seniority.

15. Article 29 – Retrenchment – Section D.3 – shall be added as follows:

The qualifications for placement under Section D of this Article shall be the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description.

16. Article 29 – Retrenchment – Section D.4 – shall be added as follows:

Actions or inactions of bargaining unit members with regard to placement under Section D of this Article shall not be grievable.

17. Article 29 – Retrenchment – Section E – the first sentence shall be amended as follows:

The FACULTY MEMBERS in the department, program or administrative unit where retrenchment notices have been issued shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment, if the FACULTY MEMBERS who remain in the department, program or administrative unit have the qualifications as recommended by the department and approved by the dean to teach the remaining courses or perform the remaining duties.

18. Article 29 – Retrenchment – Section F.1 – shall be amended as follows:

The FACULTY MEMBERS to be retrenched shall be given notice by certified mail or hand delivered on or before May 1. ~~in accordance with the following:~~

- ~~a. First year probationary non-tenured FACULTY MEMBER sent by certified mail or hand delivered on or before March 1;~~
- ~~b. Second year probationary non-tenured FACULTY MEMBER sent by certified mail or hand delivered on or before December 15;~~
- ~~c. Probationary non-tenured FACULTY MEMBERS beyond the second year sent by certified mail or hand delivered on or before December 1;~~
- ~~d. Tenured FACULTY MEMBERS sent by certified mail or hand delivered on or before October 30.~~

19. Article 29 – Retrenchment – Section F.2 – shall be added as follows:

The effective date of retrenchment shall be the day before the start of the following academic year pay cycle.

20. Article 29 – Retrenchment – Section G.1 – last sentence of section shall be amended as follows:

A retrenched FACULTY MEMBER appointed to another University in accordance with the foregoing shall be appointed at any step of his or her rank at the time of retrenchment ~~or at any step of the rank immediately below~~; however, retrenched FACULTY MEMBERS appointed to positions funded with grant monies may be appointed at the rank stated in the notice of vacancy at whatever step the President deems appropriate.

21. Article 29 – Retrenchment – Section G.2 – add after the last sentence of section the following:

The qualifications for preferential hire under Section G.1. above shall be the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description.

22. Article 29 – Retrenchment – Section J – shall be amended as follows:

A FACULTY MEMBER who receives a notice of retrenchment from a University shall be placed on a preferred rehiring list. Each University shall have a separate rehiring list. The least senior FACULTY MEMBER shall be the first name placed on such list.

He/she shall be retained on the preferred rehiring list for a period equal to his/her furlough period. ~~Upon separation from the University, the STATE SYSTEM shall provide reimbursement of COBRA premiums paid by a retrenched FACULTY MEMBER for the Faculty Health & Welfare Plan and the State System Group Health Plan, less the applicable active employee premium contribution, for a period of six (6) months or until permanent employment begins, whichever comes first. In addition, the STATE SYSTEM shall continue group life insurance coverage for a retrenched FACULTY MEMBER for a period of six (6) months or until permanent employment begins, whichever comes first, if the group life insurance vendor agrees to make this coverage available for retrenched FACULTY MEMBERS at group rates; if the group life insurance vendor does not agree to this extension of coverage, the STATE SYSTEM shall not be required to provide this additional benefit to retrenched FACULTY MEMBERS.~~ At the University where retrenchment is occurring, no new FACULTY MEMBER will be hired to fill a vacancy for which a retrenched FACULTY MEMBER on the preferred rehiring list is qualified, as determined by the President of the University in his/her sole discretion, based upon the appropriate qualifications for the approved position as recommended by the department and approved by management and as documented in the position description, unless the vacancy first is offered in writing to all such qualified FACULTY MEMBERS on that list, for recall in reverse order of placement. Such offer (which shall be made by registered mail to the last known address of the FACULTY MEMBER and to APSCUF) to qualified FACULTY MEMBERS shall remain open for a period of fifteen (15) calendar days. During the period that a FACULTY MEMBER is on a preferred rehiring list, he/she shall keep the University from which he/she was retrenched and the Chancellor informed of any permanent or temporary change in his/her address. In the event a FACULTY MEMBER rejects in writing an offered position in accordance with the foregoing, or in the event he/she does not respond in writing within said fifteen (15) calendar day period, his/her name shall be passed over, but he/she shall remain on the preferred rehiring list. If a FACULTY MEMBER either rejects in writing two (2) offered full-time positions of one (1) year or more or fails to respond in writing within the above stated time limits to two (2) offered full-time positions of one (1) year or more, his/her name shall be removed from the preferred rehiring list and all preference rights under this Article shall cease. Part-time FACULTY MEMBERS shall have recall rights only with respect to part-time positions but shall be considered for full-time positions in accordance with Article 11, APPOINTMENT OF FACULTY.

24. Article 30 – Health and Welfare – Section D.4 – shall be eliminated
25. Article 34 – Inter-University Transfers – shall be eliminated in its entirety.
26. All Tentative Agreements previously agreed to by the parties shall be incorporated into the new collective bargaining agreement.