

ACT-UAW Local 7902

Proposal for Article XXIX - Medical and Dental Benefits

Presented to TNS on 10/27/2022

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In some cases, whether or not explicitly noted, the Union's proposals are merely clarifications of existing rights and/or practices, and should not be taken as admissions that the Union does not already possess such rights or that the practices do not exist.

Nothing in this proposal should be construed to prevent the university from offering Faculty better medical and dental benefit plans than were offered in 2020.

ARTICLE XXIX: MEDICAL AND DENTAL BENEFITS

A. A Faculty member may elect to participate in the University's medical and dental plans if he or she meets the following criteria:

1. Faculty must be scheduled to teach in the upcoming academic year (Fall, Spring, Summer, J Term) a minimum of one course or the equivalent in teaching activities.

2. Fall, spring, summer, and j term tentative assignments shall count towards the eligibility requirement above.

~~1. Faculty must have worked at the University at least one academic year to be considered Health and Dental eligible.~~

~~2. Faculty must have taught a minimum of 90 contact hours for two or more courses or the equivalent in teaching activities; or have taught two or more courses or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement. Faculty must be scheduled to teach in the upcoming Fall or Spring, combined, a minimum of 90 contact hours for two or more courses or the equivalent in teaching activities; or two or more courses or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement. Instead of the criteria listed in this paragraph, Mannes Faculty must meet the following requirements to be eligible for Health and Dental coverage: Mannes Faculty must have taught two or more courses or the equivalent in teaching activities and earned enough in wages to cover the cost of the employee premium share and they must be scheduled to teach two or more courses or the equivalent in teaching activities and earn enough in wages to cover the cost of the employee premium share.~~

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~~3. Faculty scheduled to teach in either the Spring or Fall semester and who are Health and Dental eligible must pay their full share of the premiums (post-tax). Faculty who do not pre-pay for their coverage must earn enough in wages to cover the cost of the premium share of the plan they select.~~

~~B. Effective January 1, 2015 through December 31, 2016: Eligible Faculty may participate in the health care plans currently offered by the University, to the extent they continue to be offered. Faculty who were Grandfathered in the 500 plan (Grandfathered 500 Faculty) may remain in that plan so long the plan is being offered by the University. If and when the 500 plan is eliminated, Grandfathered 500 Faculty shall move to the plan(s) available to Faculty covered by the Agreement at that time.~~

~~G.B. Effective **through August 31st, 2023**, January 1, 2017 through August 31, 2019: Faculty who meet the eligibility criteria may participate in an EPO plan that will be offered by the University. Faculty will no longer be able to participate in any other University sponsored health care plan. **Effective September 1st 2023, Faculty who meet the eligibility criteria may participate in an EPO plan that will be offered by the University or any other plan offered by the University to any university employees, including the POS Plan and Value Plan with HSA. The Faculty member will have the right to select from among the plans. The EPO Plan offered by the University shall be comparable to or better than the EPO plan offered to Faculty Members in 2020. The POS and Value Plan with HSA shall be comparable to or better than the POS plan and Value Plan with HSA offered to university employees in 2022.**~~

~~**C. For Faculty participating in the Value Plan with HSA (or comparable benefit plans), the University will contribute the same amount to the Faculty member's HSA as it would for any other University employee participating in the plan, but no less than that amount it was contributing as of September 1st, 2022.**~~

~~D. Premium co-pays for the EPO (or comparable benefit plans) are as follows: (no change to current rates until January 1, 2016)~~

~~1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay for the EPO coverage effective January 1, 2016:~~

For Individual Medical Coverage - ~~2%~~ 20% of premium

For Family Medical Coverage - ~~4%~~ 28% of premium

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~~2. Faculty scheduled to teach three or more classes or the equivalent in an academic year shall pay for the EPO effective January 1, 2016:~~

~~For Individual Medical Coverage -- 16% of premium~~

~~For Family Medical Coverage -- 24% of premium~~

E. For Faculty enrolled in another university plan, including but not limited to the POS (or comparable benefit plans) or Value Plan with HSA (or comparable benefit plans), the University will contribute the equivalent in premiums as it does to the EPO plan. The Faculty member will be responsible for paying any remaining premium.

E. ~~F.~~ Premium co-pays for the Charter 1000 plan and the Delta Dental DHMO/DPPO (or comparable benefit plans) are as follows:

For Individual Dental Coverage - 2% of premium

For Family Dental Coverage - 4% of premium

~~1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2016:~~

~~For Individual Medical Coverage -- 27% of premium~~

~~For Individual Dental Coverage -- 54% of premium~~

~~2. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2016:~~

~~For Individual Medical Coverage -- 22% of premium~~

~~For Individual Dental Coverage -- 37% of premium~~

~~3. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2016:~~

~~For Family Medical Coverage -- 34% of premium~~

~~For Family Dental Coverage -- 53% of premium~~

~~4. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2016~~

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~~For Family Medical Coverage -- 30% of premium~~

~~For Family Dental Coverage -- 48% of premium~~

~~F.G.~~ Eligible Faculty shall be offered the opportunity to participate in the United Healthcare and Delta Dental DHMO or DPPO Insurance plans as of January 1, 2016 or to comparable benefit plans **or better** thereafter. **Such dental benefit plans shall be comparable to or better than the United Healthcare and Delta Dental DHMO or DPPO which were offered by the University in 2020.** ~~The percentages of premium outlined in this article will be applied each year of the contract term to the premium costs negotiated with the carriers for the plans discussed herein.~~

~~G.H.~~ While a Faculty member is on a paid **or unpaid** leave, the University will continue to pay its portion of the medical and dental premiums, ~~while deductions are made for the employee's portion of the premium. While a Faculty member is on an approved unpaid leave, the Faculty member shall pay the full premium under the COBRA provisions. When the Faculty member returns from an approved unpaid leave, the University shall immediately begin paying its portion of the premium. However, if the Faculty member is on an approved unpaid leave of not more than one semester, and the Faculty member participates in the Health Insurance and/or Dental Insurance benefit, the Faculty member may continue to participate at his/her employee premium rate by paying the premium to the University or the University's agent on or before the first of each month of coverage under the 10 month payment plan.~~

~~H.I.~~ "Canceled classes" **(including canceled tentatively assigned classes)** shall be equivalent to "classes taught" unless the classes are canceled because the Faculty member chooses not to teach the classes.

~~I.J.~~ **From the date that the Faculty member enrolls in Medicare Part B,** ~~the~~ University shall reimburse Medicare Part B, for any Faculty member who is eligible for medical benefits in accordance with Section A above, but is enrolled in Medicare, provided he/she/**they** is/**are** not also enrolled in the University health plan, and up to the amount the employer would have paid if ~~he or she~~ **he/she/they** were in the University health plan.

~~J.K.~~ If legislation is passed that mandates that health insurance be offered to Faculty members in a way that is different from what this Article contemplates, such as requiring that more Faculty members be offered coverage than is set forth in A above or that the costs that the University is required to bear exceeds what is outlined herein, the University may require that the parties renegotiate the terms of the Article.

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~~K. Faculty in the former Grandfathered and Great-Grandfathered (herein referred to as Grandfathered) benefit status will pay premiums as follows effective January 1, 2010:~~

~~1. Faculty grandfathered into medical plans with a \$500 deductible will pay the same annual premium as Full Time Faculty/Staff at the highest employee premium contribution, with the same increases to premium as applied to full time Faculty and staff, if applicable, each year. Grandfathered Faculty may choose to move to another medical plan offered to part time Faculty. Grandfathered Faculty who move to another medical plan offered to part time Faculty will lose their Grandfathered status and will pay the same premium as all other part time Faculty as outlined herein.~~

~~2. Through December 31, 2015, Faculty grandfathered into the PPO (or similar) dental plan will pay the same annual premium as Full Time Faculty/Staff at the highest employee premium contribution, with the same increases to premium as applied to full time Faculty and staff, if applicable. Effective January 1, 2016, eligible Faculty may participate in the PPO (or similar) dental plan at the rates in E above.~~

~~3. Faculty Grandfathered into either the medical plan with a \$1000 deductible and/or dental DHMO will, effective January 1, 2010 pay the same premium as all other similarly situated part time Faculty with the same increases from year to year and will no longer be designated as benefit Grandfathered.~~

L. Premium Increase Caps

Effective January 1, 2023~~17~~ and each year thereafter a 3.5%~~10%~~ premium cap will be applied as follows:

1. If either the health or dental insurance companies impose a premium rate increase in excess of the total premium in the prior year, the employee will pay his/her share of the increase up to 3.5%~~10%~~ in the first year.

2. If the rate increase is less than 3.5%~~10%~~, any unused difference between the new annual rate and 3.5%~~10%~~ will be carried forward, on an aggregate basis, to add to, and be utilized for, the subsequent 3.5%~~10%~~ annual caps in succeeding contract years.

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3. If the rate increase in a succeeding calendar year is greater than ~~3.5%~~10%, the University will pay the additional premium over ~~3.5%~~10% in that year the increase is imposed. In the following year, if the increase is less than ~~3.5%~~10% (0% to 9.9~~3.49~~%), the aggregate premium percentage increase in excess of ~~3.5%~~10% from the previous year will be added to the following (or succeeding) year's employee premium percentage cap if the annual increase in that or a succeeding year is below ~~3.5%~~10%.)

M. No later than 120 days before the start of the open enrollment period each year, the University and Union will hold a special Labor-Management Committee Meeting or series of such meetings to discuss any changes the University seeks to make to medical and dental benefits plans in which Faculty are eligible to participate.

N. In the event that the University changes medical and/or dental provider networks, the University shall make every reasonable effort to ensure that currently in-network providers remain in-network.