

Tentative Agreement

ARTICLE 33 HEALTH CARE BENEFITS AND INSURANCE

33.§1 HEALTH BENEFIT PLANS. Western shall provide faculty members with a preferred provider organization (PPO) health benefit plan. The “WMU Health Services Plan” as described in this article shall continue for the length of this Agreement. Western retains the right to determine carriers and administrative agents of such benefits and programs at its sole discretion, with the prior consultation of the WMU Chapter of the AAUP. During the life of this Agreement, Western will maintain both the PPO and the WMU Health Services Plan unless changes are required by law or plan design changes are dictated by the carrier and/or administrative agents. The administrative agent posts the plan design on its portal for faculty members to review prior to obtaining services. Upon request, Western will provide the Chapter with a copy of all contracts with health care agents and providers. Human Resources shall assist faculty with questions and concerns regarding these health care plans.

Western will provide health care coverage equivalent to the PPO health benefit plan to WMU-AAUP faculty who are assigned and authorized to work on a regular basis in states other than Michigan.

Bargaining unit faculty member may choose to participate on a voluntary basis in the BCBSM HMO health care plan offered by Western.

33.§2 HEALTH CARE PREMIUMS FOR THE PPO PLAN AND HMO PLAN.

33.§2.1 *Faculty*. Each bargaining unit faculty member with single coverage will pay the following:

Calendar year ~~2022 2018~~: ~~20.0%~~ 17.5% of the single-person rate
Calendar year ~~2023 2019~~: ~~20.0%~~ 18.0% of the single-person rate
Calendar year ~~2024 2020~~: ~~20.0%~~ 19.0% of the single-person rate

33.§2.2 *Faculty*: Each bargaining unit faculty member with two-person¹ coverage will pay the following:

Calendar year ~~2022 2018~~: ~~25.0%~~ 24.9% of the two-person rate
Calendar year ~~2023 2019~~: ~~25.0%~~ 24.9% of the two-person rate
Calendar year ~~2024 2020~~: ~~25.0%~~ 24.9% of the two-person rate

1 Due to Internal Revenue Code provisions, the University must regard the fair market value of an employee’s Designated Eligible Individual program health benefits as wages subject to W-2 reporting and appropriate payroll tax withholding.

33.§2.3 *Faculty*: Each bargaining unit faculty member with family coverage² will pay the following:

Calendar year **2022** ~~2018~~: **28.8%** ~~28.7%~~ of the family rate

Calendar year **2023** ~~2019~~: **28.8%** ~~28.7%~~ of the family rate

Calendar year **2024** ~~2020~~: **28.8%** ~~28.7%~~ of the family rate

33.§2.4 *Current Retired Faculty, and All Faculty with an Initial Employment Date of December 31, 2015, or Before*: Western shall continue to provide coverage equivalent to the coverage for faculty on the active payroll for faculty retiring during the term of this Agreement up until the faculty member is covered by Medicare, at which time the PPO plan coverage will become supplemental to Medicare. For faculty ineligible for the MPSERS medical plan, the PPO plan shall supplement Medicare. Faculty who are eligible for MPSERS shall have the medical program offered under the aegis of the state of Michigan. The University shall pay the MPSERS premium for retired faculty who are under the MPSERS program.

33.§2.5 *Spouse, Designated Eligible Individual and Dependents of Current Retirees and of All Faculty with an Initial Employment Date of December 31, 2015, or Before*. Spouses, designated eligible individuals, and eligible dependents may be continued on the PPO plan at the retiree's expense. For faculty ineligible for the MPSERS health plan, the coverage shall be supplemental to Medicare at the time Medicare becomes available to the individual

33.§2.6 *Spouse, Designated Eligible Individual and Dependent Survivor of Current Retirees and of All Faculty with an Initial Employment Date of December 31, 2015, or Before*. Western shall provide the option to surviving spouses, designated eligible individuals, and to dependent survivor(s) of deceased active faculty members to continue on the PPO plan under which the faculty member would have been eligible, for one (1) year following the faculty member's death. Western agrees to continue the same employer's share of the premium costs for that year as Western contributed at the time of death of the faculty member. After that year, a spouse, designated eligible individual, and/or eligible dependents may remain under the PPO plan at the group rate if the deceased faculty member would have met the requirements to be considered a Western retiree as specified elsewhere in this Agreement (35.§1).

33.§2.7 *Faculty with an initial employment date on or after January 1, 2016*: Faculty who later qualify and retire from Western will, in retirement, have access to Western's then current health insurance plan. The faculty member/retiree will, in retirement, pay all costs (including all premiums) associated with access to Western's then current health insurance plan, including all costs associated with access to the Medicare supplement plan.

2 "Dependents" is used here to refer to children of bargaining unit members by birth, marriage, adoption, or court order, and is distinct from "spouse."

33.§2.8 *COBRA*. Western shall provide health care coverage according to the COBRA provisions of federal law to faculty members on unpaid leave of absence or who are terminated due to a disability.

33.§2.9 *Open Enrollment*. Western shall make available to faculty and dependents an open enrollment period for the health plan at the time of employment and annually during the period of employment, at which time faculty may elect to add a spouse, designated eligible individual, or dependents without proof of insurability.

33.§2.10 *Spouse Defined*. “Spouse” means current spouse, by legal marriage.

33.§2.11 *Dependents Defined*. Eligible dependents (as defined by the **IRS Patient Protection and Affordable Care Act while effective**³) shall include natural, adopted, and stepchildren of faculty, retirees, and designated eligible individuals, to age twenty-six (26) (if permitted under current federal law and if permitted by the carrier/administrative agent).

33.§2.12 *Designated Eligible Individual defined*. An individual who resides in the same residence as the faculty member and has done so for the previous eighteen (18) continuous months, other than as a tenant, and is not a “dependent” of the employee as defined by the IRS and by Western at <http://www.wmich.edu/hr/forms/dei-enroll.pdf>

33.§3 PRINCIPLES OF CARE AND SERVICES. Western shall provide health care benefit coverage to all bargaining unit faculty members under the terms and conditions of the PPO health plan. The Benefits Guide serves as an additional reference but the terms and conditions contained in the PPO health plan govern. “Medically necessary” care and treatment is that which is recommended or approved by a physician or health care provider, is consistent with the patient’s condition and accepted standards of good medical practice, and is the appropriate level of services which can be safely provided to the patient.

33.§4 VISION AND DENTAL CARE SERVICES. The following health care services shall be covered.

33.§4.1 *Vision*. Eye examinations, lenses and frames as described in the health plan.

33.§4.2 *Dental*. Dental services as described in the health plan.

33.§5 THE WMU HEALTH SERVICES PLAN. The “WMU Health Services Plan” describes additional benefits applicable to members enrolled in the PPO plan. Western retains the right to amend the health benefit plans as dictated by changes in the law and changes mandated by the carrier/administrative agent. **Sindecuse will determine/define the types and levels of service(s) it provides.**

3 **In the event that the Patient Protection and Affordable Care Act is repealed, replaced, or overturned, “eligible dependents” shall be defined by the act’s successor or by the IRS, whichever is applicable.**

33.§5.1 *Prescriptions.* Prescription drugs shall be available at the Sindecuse Health Center pharmacy through the PPO plan's five (5) -tier formulary with co-pay levels of ~~\$10/\$30/\$60/15%-\$120/25%-\$240~~, **at the same rate as non-university pharmacies** for generic, preferred brands, and non-preferred brands, preferred specialty, and non-preferred specialty, respectively. A ninety (90) day supply of maintenance drugs will be available for a 2.25x co-pay, except that "first fill" prescriptions will be limited to a 30-day supply at a reduced co-pay.

33.§5.2 *Medical Services.* **Sindecuse does not collect or process labs or x-rays from outside providers for faculty members. Primary care and specialist services are provided.** ~~Laboratory Screening.~~ Preventive tests shall be available through Sindecuse at a subsidized rate and level of service as defined by that facility.

~~33.§5.3 *Preventive Care.* Annual physicals shall be available at Sindecuse at the level of service and plan described by that facility. Routine mammograms, with one (1) baseline mammogram between the ages of thirty-five (35) and thirty-nine (39), and one (1) mammogram every calendar year beginning at age forty (40); routine gynecological exams, including breast and pelvic exam, pap smear, and related lab charges, with one exam per year; routine prostate exam, including the Prostate Specific Antigen (PSA) test if indicated, with one exam per calendar year beginning at age forty (40). Annual screening exam(s) done at the University's Sindecuse Health Center will be covered as per the PPO and/or WMU Health Services plan. These services will be available at the level of service as defined by that facility.~~

33.§5.3 4 *Office co-pays, deductibles, and co-insurance.* Sindecuse primary care office visits and specialist office visits are subject to the same co-pays as specified in the PPO plan.

For health care services (including laboratory screening) subject to a deductible per the PPO plan, Sindecuse's deductible will be fifty percent (50%) of the PPO plan's deductible. Regardless whether the deductible amount is paid to an off-campus provider or to Sindecuse, all deductible payments made by the faculty member will count towards the faculty member's total deductible amount.

Sindecuse health care services are subject to the PPO plan's co-insurance provisions.

~~Sindecuse will determine/define the types and levels of service(s) it provides.~~

33.§5.4 5 *Unified Clinics.* All services provided by the Unified Clinics shall be available as per the PPO and/or WMU Health Services Plan, to PPO plan members and at a level of service as defined by that facility. Such services currently include those offered by the Child Trauma Center, the Low Vision Clinic, the Women's Health Center, the Substance Abuse Clinic, Occupational Therapy, Speech and Language Services, Voice Services, and Audiology.

33.§6 PROMOTION OF HEALTH AND HEALTHY LIFESTYLES.

33.§6.1 *Use of the Recreational Facilities.* Western shall provide the bargaining unit faculty member with scheduled access to and use of recreational facilities such as ~~the Lawson Ice Arena and Gabel Natatorium~~, Kanley Park and Track, and the outdoor tennis courts. Western shall make available to bargaining unit faculty members a “limited membership” to West Hills Athletic Club. If faculty so choose, they may instead receive a credit toward a full membership. This credit is determined upon the fair value of the limited membership and is currently valued at \$270. However, this amount is evaluated annually and may change. Western shall make available to bargaining unit faculty members an annual membership to the Student Recreation Center. At West Hills and at the Student Recreation Center, faculty will have access to services and facilities normally provided to members. Accepting either or both of these memberships will result in tax consequences of reported income on a faculty member’s W-2, and will cause tax withholding to occur in the pay period in which this option is elected (Membership at the SRC or either of the West Hills options will currently result in approximately \$270 of reported income. However, this amount is evaluated annually and may change.).

33.§6.2 *The Wellness and Fitness Program.* Western shall continue to provide the wellness and fitness program. A limited membership at West Hills will be required for offerings at that facility. ~~Western agrees that it will, for the life of this Agreement, provide a wellness and fitness program that is substantially equivalent to the program that existed as of April 1, 1993.~~

Bargaining unit faculty members choosing to participate in the voluntary wellness program ~~as modified in 2014~~ will receive a twenty dollar (\$20) a month reduction in the faculty member's monthly health care premium contribution.

33.§7 CONSULTING WITH THE WMU-AAUP.

33.§7.1 Western and the Chapter agree that the Chapter shall have the right to be consulted before the selection of any managed care and/or preferred provider organization that will be involved in the administration of health care benefits for bargaining unit faculty member. Western shall consult with the Chapter before it contracts with or extends or renews its contract with any managed care or preferred provider organization.

33.§8 LONG-TERM DISABILITY. Western shall provide benefits of sixty-six and two-thirds percent (66-2/3%) of basic annual earnings for total disability, up to a maximum of seven thousand dollars (\$7,000) per month, after a thirty- (30) day waiting period or the complete exhaustion of accumulated sick-leave benefits. Disability benefits shall be continued under the conditions and for the periods stipulated in the summary plan description. Western shall contribute eighty percent (80%) of the cost of the long-term disability premium.

33.§9 LTD AND RETIREMENT. Western will make the University’s TIAA contributions for a period not to exceed two (2) years for bargaining unit faculty members who are enrolled in the TIAA retirement plan and who are on long-term disability.

33.§10 TRAVEL ACCIDENT INSURANCE. Western shall provide faculty with accidental death and dismemberment insurance for travel in a University-owned vehicle or other University-authorized professional travel, including accommodations in public or private conveyances.

33.§11 TERM LIFE INSURANCE.

33.§11.1 *Fixed Term.* Western shall provide each bargaining unit faculty member with one hundred thousand dollars (\$100,000) of fixed-term life insurance paid by Western. This fixed-term life insurance is in addition to other policies and shall terminate on the date of separation because of retirement, resignation, or termination.

33.§11.2 *Decreasing Term.* Western shall provide each bargaining unit faculty member with a decreasing term life insurance policy, payable in the event of death from any cause. Western shall pay fifty percent (50%) of the cost of the life insurance premium.

<u>Attained age</u>	<u>Amount of Life Insurance</u>
Less than 51	\$50,000
51-55	\$40,000
56-60	\$30,000
61-64	\$20,000
65-69	\$13,000
70 or over	\$ 5,000

33.§12 WORKERS’ COMPENSATION. Western shall provide Workers’ Compensation Insurance to the extent required by law.

33.§13 DURATION OF BENEFIT.

33.§13.1 *Board-Appointed Faculty.* Bargaining unit faculty members employed on an alternate-year or an academic-year appointment shall be extended the benefits herein described without interruption for the duration of the “extended academic year,” defined as the Fall and Spring semester of the academic year and the following Summer I/Summer II sessions. This period extends from the “beginning date” for the first academic-year salary payment to the day prior to the “beginning date” for the next academic-year salary payment. Bargaining unit faculty members who accept a reduced load and elect an assignment in only one semester, or Summer I/Summer II for those on an alternate year, shall also receive these benefits for the same extended academic year. Benefits shall continue as described in other articles following resignation, retirement, or termination.

<u>Dental</u>	<u>Current Plan 2021</u>	<u>Plan Year 2022</u>	<u>Plan Year 2023</u>	<u>Plan Year 2024</u>
Deductible (single/family)	\$30/\$60	\$30/\$60	\$30/\$60	\$30/\$60
Class I - Preventative Oral exam, cleanings, x- rays, etc	100% covered. No coinsurance, no deductible	100% covered. No coinsurance, no deductible	100% covered. No coinsurance, no deductible	100% covered. No coinsurance, no deductible
Class II - Basic Restorative Fillings, extractions, ets	10% coinsurance, after deductible	10% coinsurance, after deductible	10% coinsurance, after deductible	10% coinsurance, after deductible
Class III - Major Crowns, bridges, dentures, implants etc	50% coinsurance, after deductible	50% coinsurance, after deductible	50% coinsurance, after deductible	50% coinsurance, after deductible
Class IV - Orthodontia Braces, appliances, etc	40% coinsurance, no deductible	40% coinsurance, no deductible	40% coinsurance, no deductible	40% coinsurance, no deductible
Annual Maximum (For Class I, II and III services)	\$2500 per member	\$2500 per member	\$2500 per member	\$2500 per member
Lifetime Maximum (For Class IV services)	\$2500 per member	\$2500 per member	\$2500 per member	\$2500 per member
Sealants	Not Covered	Not Covered	Not Covered	Not Covered
Implants	Covered	Covered	Covered	Covered

<u>Vision</u>	<u>Current Plan 2021</u>	<u>Plan Year 2022</u>	<u>Plan Year 2023</u>	<u>Plan Year 2024</u>
Exam - every 24 months	\$10 co-pay	\$10 co-pay	\$10 co-pay	\$10 co-pay
Lenses, Frames, Contact Lenses (or any combination thereof every 24 months)	\$0 co-pay, \$400 allowance	\$0 co-pay, \$400 allowance	\$0 co-pay, \$400 allowance	\$0 co-pay, \$400 allowance

Medical	<u>Current Plan 2021</u>	<u>Plan Year 2022</u>	<u>Plan Year 2023</u>	<u>Plan Year 2024</u>
Deductible – In Network (Single/Family)	\$800/\$1,600	\$900/\$1,800	\$900/\$1,800	\$900/\$1,800
Deductible – Out of Network	\$1,600/\$3,200	\$1,800/\$3,600	\$1,800/\$3,600	\$1,800/\$3,600
Co-pay – Primary Care Physician	\$30	\$30	\$25	\$25
Co-pay – Specialty Visit	\$40	\$40	\$40	\$40
Co-pay – Urgent Care Visit	\$50	\$40	\$40	\$40
Co-pay – Emergency Room	\$150, waived if admitted	\$150, waived if admitted	\$150, waived if admitted	\$150, waived if admitted
Co-insurance – In Network	90/10%	90/10%	90/10%	90/10%
Co-insurance – Out of Network	70/30%	70/30%	70/30%	70/30%
Out-of-Pocket Maximum– In Network	\$1,700/\$3,400	\$2,000/\$4,000	\$2,000/\$4,000	\$2,000/\$4,000
OOPM – Out of Network	\$3,400/\$6,800	\$4,000/\$8,000	\$4,000/\$8,000	\$4,000/\$8,000
Telemedicine – Optional	\$0 co-pay for medical \$30 co-pay for behavioral health	\$30 co-pay for medical \$30 co-pay for behavioral health	\$25 co-pay for medical \$30 co-pay for behavioral health	\$25 co-pay for medical \$30 co-pay for behavioral health
Sindecuse	Sindecuse will comply with PPO provisions as other non-WMU providers. Office visit co-pays the same as retail. Deductibles are half (50.0%) as applicable at retail service providers. Co-insurance applies the same as retail.	Sindecuse will comply with PPO provisions as other non-WMU providers. Office visit co-pays the same as retail. Deductibles are half (50.0%) as applicable at retail service providers. Co-insurance applies the same as retail.	Sindecuse will comply with PPO provisions as other non-WMU providers. Office visit co-pays the same as retail. Deductibles are half (50.0%) as applicable at retail service providers. Co-insurance applies the same as retail.	Sindecuse will comply with PPO provisions as other non-WMU providers. Office visit co-pays the same as retail. Deductibles are half (50.0%) as applicable at retail service providers. Co-insurance applies the same as retail.

(Continued on next page)

Medical (continued)	<u>Current Plan 2021</u>	<u>Plan Year 2022</u>	<u>Plan Year 2023</u>	<u>Plan Year 2024</u>
<u>Prescription Drug</u>				
Tier Co-pays at Retail Pharmacies - 30 day				
1) Generic	\$10 co-pay	\$10 co-pay	\$10 co-pay	\$10 co-pay
2) Preferred Brand Non-Preferred	\$40 co-pay	\$40 co-pay	\$40 co-pay	\$40 co-pay
3) Brand Preferred Specialty	\$80 co-pay	\$80 co-pay	\$80 co-pay	\$80 co-pay
4) Non-Preferred Specialty	15%, up to \$150 max	15%, up to \$150 max	15%, up to \$150 max	15%, up to \$150 max
5) Preferred Specialty	25%, up to \$300 max	25%, up to \$300 max	25%, up to \$300 max	25%, up to \$300 max
Tier Co-pays at Sindecuse - 30 day	\$10/\$30/\$60 15%-\$120/25%-\$240	Same as retail	Same as retail	Same as retail
Step Therapy	Yes	Yes	Yes	Yes
	Grandfather non- excluded (based on July 18, 2017, BCBSM list) prescriptions that have been prescribed and filled at least once during the 180 days preceding Jan. 1, 2018	Grandfather non- excluded (based on July 18, 2017, BCBSM list) prescriptions that have been prescribed and filled at least once during the 180 days preceding Jan. 1, 2018	Grandfather non- excluded (based on July 18, 2017, BCBSM list) prescriptions that have been prescribed and filled at least once during the 180 days preceding Jan. 1, 2018	Grandfather non- excluded (based on July 18, 2017, BCBSM list) prescriptions that have been prescribed and filled at least once during the 180 days preceding Jan. 1, 2018
Mail in Prescriptions (90 day) - Optional	2.0x Co-pay	2.0x Co-pay	2.0x Co-pay	2.0x Co-pay
Rx-90 co-pays for tiers	Retail – 2.5x co-pay Sindecuse – 2.25 co- pay	Retail – 2.5x co-pay Sindecuse – 2.25 co- pay	Retail – 2.5x co-pay Sindecuse – 2.25 co- pay	Retail – 2.5x co-pay Sindecuse – 2.25 co- pay
Erectile Dysfunctional (ED) drugs	9 doses per month	6 doses per month	6 doses per month	6 doses per month
<u>Miscellaneous</u>				
Chiropractic	12 visits per year	12 visits per year	12 visits per year	12 visits per year
Visits Massage	12 visits per year	9 visits per year	9 visits per year	9 visits per year
<u>Contributions</u>				
Single	19.00%	20.00%	20.00%	20.00%
2 Person	24.90%	25.00%	25.00%	25.00%
Family	28.70%	28.80%	28.80%	28.80%
<u>Programs</u>				
PillarRx	No	Yes	Yes	Yes
AllianceRx	No	Yes	Yes	Yes
Livongo	No	Optional (opt-in)	Optional (opt-in)	Optional (opt-in)

Tentative Agreement

WMU: *Kang Min Lee*

WMU-AAUP: *Arbitray DeLamp*

Date: Sept. 2, 2021

Date: Sept. 2, 2021