ARTICLE TWENTY-ONE
FRINGE BENEFITS

21.1 Group Insurance Benefits. The University shall provide all eligible full-time Faculty with the opportunity to participate in the following group insurance benefits:

- Life
- Accident Death and Dismemberment
- Health
- Vision
- Dental
- Short Term Disability
- Long Term Disability

21.1.1 Senior Lecturers are eligible to participate in the medical and dental plans offered including associated Health Savings Accounts (HSAs) and Flexible Spending Accounts (FSAs) by the University at the same contribution rate as full-time Faculty.

21.2 Life Insurance. The University will pay the entire cost of group term life insurance equal to two times the Faculty member's base salary rounded to the nearest $1,000.00 increment.

21.3 Accidental Death and Dismemberment Insurance. The University will pay the entire cost of accidental death and dismemberment insurance for a policy amount equal to the amount provided to a Faculty member in Section 21.2.

21.4 Health Insurance. Effective January 1, 2020, the University will offer health insurance options comparable to those currently offered to all eligible full-time Faculty and those eligible under the Affordable Care Act (ACA). Any changes that would significantly alter the plans currently offered are subject to negotiation and agreement between the University and the Rindge Faculty Federation.

21.4.1 The University will pay 80% of the monthly health insurance premium. The Faculty member shall share in the total cost by paying the remaining 20%.

21.4.2 Employees that participate in the qualifying high deductible health insurance plan are eligible to open a Health Savings Account ("HSA"). For each employee that is enrolled in such plan for any year of this Agreement, the University shall make a contribution to the employee's HSA account for the year in which they are enrolled as stipulated in 21.4.2.1.

21.4.2.1 In each year of this Agreement, as permitted by law, the University's HSA contribution shall be $2,000 for employees with family or two-person coverage, and $1,000 for employees with single coverage. The University's HSA contribution shall be made in equal installments on a quarterly basis.

21.4.2.2 Employees enrolled in the qualifying high deductible health insurance plan may contribute to their HSA, but not in excess of the amount that would cause the health insurance plan to be subject to the Cadillac Tax after consideration of the total premium cost for the plan and the amount of the University's contribution to the employee's HSA, as stipulated in 21.4.2.1. The Human Resources Department shall annually notify employee's enrolled in the qualifying high deductible health insurance plan of the employee's HSA contribution limit pursuant to this provision.

21.4.2.3 If, in any year of the contract, the combination of total premium cost for the qualifying high deductible health insurance plan and the HSA contribution stipulated in 21.4.2.1 will cause the health insurance plan to be subject to the Cadillac Tax, the University's contribution to the HSA stipulated in 21.4.2.1 will be reduced by the amount necessary to prevent the plan from becoming subject to the Cadillac Tax. In the event such a reduction is necessary, the University will provide affected employees with a wage stipend in an amount equal to the reduction amount.

21.4.3 Employees enrolled in the health insurance plan that does not make them eligible to participate in an HSA may be provided with the opportunity to participate in a medical expense reimbursement account, "Flexible Spending Account" (FSA), which provides for reimbursement of qualifying medical expenses per the provisions of the Internal Revenue Code and the Affordable Care Act

21.4.3.1 Employees enrolled in the qualifying high deductible health insurance plan are not eligible to participate in an FSA.

21.4.4 The University and the RFF recognize that the federal ACA contains provisions that will impose a tax on health insurance benefits that exceed certain parameters defined in the ACA. The University and the RFF mutually agree that they will each benefit from assuring that the health insurance benefits subscribed to do not subject the RFF, any plan administrator, insurer, risk pool or plan participant, that provide or participate in the health insurance benefits, to the so-called "Cadillac Tax". Accordingly, the University and the RFF agree that in the event that the Cadillac Tax cannot be avoided by the procedures stipulated in Sections 21.4.2.2 and 21.4.2.3, they shall follow the procedure described below. The University and the RFF further agree that if any portion of the parties' negotiated health insurance plan will not be in compliance with any provisions of the ACA, as it may be amended, during a current or the following plan year, shall also follow the procedure below:

a. It is agreed that the University or RFF may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax to the University or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The University shall assist the RFF in obtaining plan design and pricing information from insurance providers.
b. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:
    1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the arbitrator selection process described in Article 17.8.3.2.
    2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
    3. The University and the RFF shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance and such proposals may include a modification to the plan(s), contributions to the premium, and/or related health costs. The University and the RFF shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
    4. The arbitrator shall be empowered to select either the University's proposal or the RFF's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.
    5. In selecting between the University's and the RFF's proposals, the arbitrator shall consider only the following criteria:

I. That the modification avoids the application of the Cadillac Tax and to the University or any plan administrator, insurer, risk pool or plan participant, that provides or participates in the health insurance benefits, and/or assures that the plan is legally compliant;
ii. That the modification does not increase the employee percentage contribution to health insurance premiums;
iii. That the modification does not make material alterations in the scope of coverage. "Material alterations" shall not include changes in office co-pays, deductibles or prescription drug plans.

6. Considering the factors described in paragraphs 5(i)-(iii), the arbitrator shall select, as between the University's and RFF's proposal, the alternative that achieves the necessary result while differing the least from the negotiated health insurance benefit.
7. Nothing herein shall be construed as requiring the University or the RFF to submit any other dispute that may arise between them to interest arbitration.
8. Should this Agreement expire without a successor Agreement approved by the parties, this Article Twenty One, Section 4.4 and the process described herein, shall remain in effect until a successor Agreement is reached.

21.5 Dental Insurance. The University offers dental insurance to all eligible full-time Faculty. Any changes will need to be mutually agreed to by both parties.

21.5.1 The University will contribute 80% of the monthly dental insurance premium, and the Faculty member shall share in the total cost, by paying the other 20%.

21.6 Short Term Disability. The University will provide Short Term Disability (STD) income insurance and the University will be responsible for payment of the premium. The STD insurance, coupled with the University, will provide a benefit equal to the Faculty member's base salary. Following a seven (7) day elimination period at full pay, STD insurance will provide a portion of the Faculty member's base salary and the University will provide the balance for a maximum of 179 calendar days commencing after the start of a non-work related illness or injury while under the immediate care of a physician. Disability certificates provided by the STD insurance carrier and Family Medical Leave (FMLA) forms must be completed and signed by the Faculty member and his/her attending physician and forwarded to Human Resources, who will forward the information to the STD insurance carrier, prior to the approval of payment of benefits.

Maternity Leave will be treated as any other disability under the provision of the STD benefit when the Faculty member is designated as disabled by a physician in accordance with the State and Federal regulations.

21.7 Long Term Disability. The University will provide Long Term Disability (LTD) or income indemnity plan. The cost of LTD insurance will be paid by the University. The plan will provide for replacement income of at least 60% of base salary until the covered Faculty member reached the age of 70. The maximum monthly benefit will not exceed $10,000.

21.8 Defined-Contribution Plan. The University will participate in a Defined Contribution Plan through TIAA-CREF, which provides pension plans on a voluntary non-contributory basis. The University's contribution will be based on years of completed service:

January 1st of the Year After the Following Years of Completed Service	University Contribution Rate
0 – 3 years	7%
4 – 10 years	8.5%
11 – 20 years	11.25%
21+ years	13.5%

21.8.1 The minimum age for participation is twenty-one (21). There is a one-year waiting period; however, the waiting period will be waived upon proof of prior full-time service at another institution of higher education

21.8.2 The plan provides immediate vesting at 100%.

21.8.3 Part-time Faculty, after one (1) year of service, may also qualify under ERISA §202(3)(A) and IRS §1.410(b)-1.

21.8.3.1 Work hour equivalencies: are as follows:

(a) One course = 250 hours per semester

(b) One private music instruction = 30 hours per semester

(c) One individualized instruction (1:1) -= 14 hours per semester

21.8.3.2 Eligibility will be determined in January of the prior calendar year. The University contribution will be made in subsequent years whenever eligibility requirements are met for the specific plan year in question. Such contributions will be based on compensation earned during the calendar year.

21.8.4 Faculty members may elect to make tax-deferred contributions to the TIAA/CREF plan. There is no waiting period for participation, but contributions may not start until the first month following one month of employment.

21.9 Tuition. After one (1) year of service, full-time Faculty members qualify for tuition remission for undergraduate programs and courses at the University in the amount of 100% of prevailing tuition for themselves, their spouses, and their children twenty-six (26) years of age or younger, who meet the IRS definition of a dependent, provided they are academically eligible, for as long as the Faculty member remains in service at the University.

Tuition remission is limited to one undergraduate and one graduate degree per eligible Faculty member or dependent.

21.9.1 Additionally, full-time Faculty are eligible for a full tuition benefit and their dependents are eligible for a scholarship benefit equal to 50% of the tuition cost for the coursework or degree programs in the graduate programs (see DPT and PA below for additional provisions).

21.9.2 As in all cases of awards made under this section, prospective recipients must complete an annual FAFSA form; qualify for admission, based on the published admission criteria for all applicants; and, be accepted to the program of their choice.

21.9.3 Tuition benefits may be retained and utilized by otherwise eligible individuals who are older than twenty-six (26) years provided they initiated their studies before the age of twenty-six (26) and provided they remain continuously enrolled.

21.9.4 Eligible dependents are also eligible to apply to participate in all tuition exchange programs in which the University is enrolled provided they meet the criteria and regulations of the particular exchange program. The tuition exchange programs cover undergraduate education only.

21.9.5 Full-time Faculty and their dependents (as defined in Article 21.9) are eligible to receive tuition benefits for the Doctor in Physical Therapy or the Physician Assistant program under the following conditions:

21.9.5.1 Applications will be considered on a first-come, first-served basis.

21.9.5.2 Applicants must meet all published admissions requirements and be accepted to the program.

21.9.5.3 No more than one (1) recipient of this benefit may be enrolled at any one time in the program.

21.9.5.4 The tuition scholarship will equal 50% of current charges.

21.9.6 In the event of the death of a full-time Faculty member who has completed five (5) or more years of continuous service at the University, his/her children, provided they meet the criteria and regulations of the particular scholarship program, qualify for full tuition scholarships at the University in accordance with 21.9 through completion of the degree.

21.9.7 In the event of the retirement of a full-time Faculty member with fifteen (15) or more years of continuous service at the University, and being at least sixty-two (62) years of age, his/her dependents, provided they meet the criteria and regulations of the particular scholarship program, qualify for full tuition scholarships at the University in accordance with 21.9.

21.10 Academic Regalia. The University shall supply at no cost to Faculty members academic gowns, hoods, and hats for participation in all academic ceremonies. The Faculty member shall be responsible for maintaining the assigned academic regalia and for returning it to the University upon separation of employment. Faculty members who separate after less than ten (10) years of employment agree to return the regalia or reimburse the University for the cost as determined by the University bookstore.

21.11 Cord Wood. Faculty members employed by the University as of August 31, 2019 shall be allowed to remove in the course of the year, at their own expense, three (3) cords of wood for their personal use. Cutting will only be permitted in areas so designated by the University, and rules governing the treatment of slash must be followed. The University will endeavor, if possible, to locate such areas within a reasonable distance of an accessible way passable by cars or trucks. These wood rights are not assignable to any other individual.

21.11.1 Any Faculty eligible member wishing to harvest Cord Wood must first sign the Liability Waiver (see Appendix G).

21.11.2 Any Faculty eligible member who does not maintain the area and clean up after harvesting the wood will be barred from participating in this benefit going forward.

21.12 Section 125 Plan. Faculty members may participate in a Spending Benefit Account, as stipulated at 21.12.1, which will enable pre-Federal withholding tax (FICA) salary reductions to be made from their pay.

21.12.1 A dependent care reimbursement account that provides for reimbursement of qualifying child care expenses per the provisions of the Internal Revenue Code.

21.13 Vision Insurance. The University will make vision insurance available to the full time Faculty with the entire cost of coverage borne by the Faculty member. Insurance will be available for the Faculty member and their eligible family members.