

## **ARTICLE XVIII FRINGE BENEFITS**

### **Section 1. Retirement Plan Alternatives**

A. State Teachers Retirement System. All full-time members of the University faculty are automatically members of the State Retirement System unless they have opted into the SSU Alternative Retirement Plan. The University shall designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked up" by the University as permitted by Internal Revenue Services rulings 77-464 and 81-36, although such contributions shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. Therefore, the amount of the employee's income reported by the University as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers' Retirement System of Ohio contribution which has been designated as "picked up" by the University. Such shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up," nor is the University's total contribution to the State Teachers' Retirement System of Ohio increased thereby.

#### B. Alternative Retirement Plan.

1. The University's employer contribution rate to a faculty member's Alternative Retirement Plan will be the normal employers' contribution rate to the State Teacher's Retirement System (STRS) less any contributions to the state retirement system as required under RC Chapter 3305 for electing employees.
2. The University will establish an employer account vesting schedule for electing faculty members not to exceed two complete academic year contracts or the second anniversary of their continuous employment, whichever occurs first.
3. The University will permit participants to elect to receive distributions of his or her vested account in the form of an annuity (including a qualified joint and survivor annuity or qualified pre-retirement survivor annuity), lump-sum, installments of approximately equal annual payments over a term not to exceed 10 years, and direct rollover to other qualified retirement plans.

Payment for sick leave, severance, supplemental, etc., including unemployment and worker's compensation, shall be based on the faculty member's daily gross pay prior to the reduction for the Retirement System pick up (i.e., gross pay divided by 165 days or 1320 hours).

## **Section 2. Health and Life Insurance.**

The University shall provide group health, life, dental, and vision insurance similar to that in place on September 8, 2006, to all eligible full-service faculty members for the duration of this contract. Detailed descriptions of the group health plan will be maintained in the Personnel Department and all plan participants will be provided summary descriptions of each plan.

1. Full-service faculty will be covered by the University's managed care (PPO) program, which will include deductibles of \$100(S)/\$200(F) and a 90/10 in-network co-payment with out of pocket maximum of \$400(S)/\$800(F) excluding deductible and 75/25 out-of-network co-payment with out of pocket maximum of \$800(S)/\$1400(F) excluding deductible.

(S) -single/(F) – family. Faculty shall make contributions to the health care plan according to the following schedule beginning November 9, 2006 on a pre-tax basis:

2006-2007	\$7.25 per week, single; \$11.50 per week, family
2007-2008	\$7.50 per week, single; \$12.00 per week, family
2008-2009	\$7.75 per week, single; \$12.50 per week, family

Emergency room visits not followed by admission to the hospital will have a user co-pay of \$60.00 per visit. Faculty married to each other may opt to be on one family plan, and will advise the University which member will make the contributions. Faculty married to other SSU employees are not required to make health care contributions if their spouse is contributing to the SSU health care plan.

2. Those full-service faculty members who wish to waive participation in the University's health insurance plan(s) and who have coverage under another plan and elect this option during the University's open enrollment period will receive \$100/month if they were otherwise eligible for single coverage or \$200/month if they were otherwise eligible for family coverage for waiving such participation. Payment will be made each fiscal quarter.

3. The co-pay on prescription drugs will be \$7 for generic and mail order drugs and \$10 on preferred brand name drugs and \$15 for non-preferred brand name drugs. Effective beginning January 1, 2009 the co-pay on prescription drugs will be \$10 for generic and mail order drugs and \$10 on preferred brand name drugs and \$15 for non-preferred brand name drugs.

4. The University will convene no later than the first working day in January of each year, a University-wide Insurance Committee. The Committee will be composed of four representatives appointed by the SEA, two representatives appointed by the CWA, two representatives appointed by the UAS, and two Presidential appointees. The Committee shall elect its own chair each January. The purpose of the Committee will be to explore all possible options and providers for insurance plans and to monitor and expand participation of providers in a University managed care (PPO) program. The Committee will report its findings and recommendations to the President, CWA, SEA, and UAS.

5. The University shall provide \$50,000 Life Insurance coverage for full-service faculty members.

### **Section 3. Flexible Spending Account (FSA).**

Full service faculty may participate in the Flexible Spending Program as authorized by the Board of Trustees in Resolution F33-02, December 13, 2002 effective beginning January 1, 2004. The program permits participants to set up a payroll deduction for reimbursement of certain health care expenses and/or dependent care expenses on a pre-tax basis in accordance with the rules and regulations under IRC Section 125.

### **Section 4. Implementation of Insurance Benefits.**

A. Insurance coverage shall be in effect during the twelve (12) months of the year whether or not an individual accepts a summer contract, or is paid on a nine (9) or twelve (12) month basis.

The designated insurance agent-of-record shall assist individuals in the processing of claims.

B. Individuals who either retire or separate employment from Shawnee State University may continue their insurance benefits subject to provisions of the contract(s) with the carrier per the Consolidated Omnibus Budget Reconciliation Act (COBRA) legislation.

C. Full-service temporary faculty employed for only one academic year shall have their insurance benefits discontinued at the end of their contract. Benefits will only extend through the summer if a full-service temporary faculty member has been hired for a second consecutive year as a full-service temporary faculty member prior to the end of his/her first academic year of service.

### **Section 5. Tuition Reimbursement for Faculty Enrichment.**

Faculty members may apply for tuition or program cost reimbursement for professional enrichment purposes including but not limited to presentation of papers at professional conferences. Application shall be made in writing to the Provost. All Faculty selections must receive prior approval of the Dean and the Provost. An SEA committee, which will include the provost or his/her designee, will establish criteria and award funds based on the criteria. Application deadlines will be established and announced by the committee. No faculty member may be awarded enrichment funds in two consecutive academic years unless all other applications are funded and the enrichment funds are not exhausted.

### **Section 6. Plan for Reimbursement.**

Fee reimbursement will be made when a copy of the faculty enrichment waiver form and a requisition are processed in accordance with University procedures. Evidence of a grade of B or higher if earned in a credit course, or documentation of completion of an approved non-credit course is required.

As an incentive for faculty members to attend non-credit developmental activities as well as credit courses for continued professional development at approved education institutions, conferences, professional society seminars, or foundation sponsored programs, the University will reimburse such fees as follows:

A. The dollar pool for faculty enrichment courses shall be \$25,000 for fiscal year 2006-2007, \$35,000 for fiscal year 2007-2008, and \$40,000 for fiscal year 2008-2009.

B. Reimbursement shall be 100% of tuition or a maximum of \$250 per quarter hour, \$350 per semester hour. A faculty member shall not exceed four (4) hours per semester or six (6) hours per quarter of reimbursable studies.

Other enrichment programs shall not exceed \$1500 reimbursement per faculty member per year.

C. The University will provide a regular account summary showing the account status and use of funds.

### **Section 7. Educational Scholarships.**

The University will provide scholarships for full-service faculty members, their spouses, and their dependent children 25 years of age or younger using the following criteria:

A. Full-service faculty member is entitled to enroll in courses at Shawnee State University up to a maximum of six (6) **[Q: eight (8)]** credit hours per term. All classes are to be taken on the employee's non-work time.

B. Spouses and dependent children age 25 or younger of full-service faculty members may enroll in as many hours per term as are permitted under the University academic policies.

C. Full-service faculty members, their spouses, and their dependent children age 25 or younger shall enroll during the regular registration processes.

D. Programs or classes which have special admission requirements or class size limitations will be available to full-service faculty, their spouses, and their dependent children age 25 or younger in the same way they are available to the general student body; and they will be required to compete for admission into these programs or courses with other student applicants.

E. The maximum lifetime allowance for benefits covered under this section shall be 240 credit hours per spouse or dependent child.

F. If eligible, the full-service faculty member, spouse or dependent child must apply for a Pell grant. Such funds will first be applied against the cost of required textbooks. The remainder of such funds shall then be used to meet the general and instructional fees of the University.

G. All necessary and required forms must be completed according to University policies and timetables.

## **Section 8. Postretirement Benefits.**

A. Workload. With annual approval of the department faculty (Health Sciences is considered one department), all full service faculty members who retire from the University through the Ohio State Teacher's Retirement System, shall be entitled to be reemployed for no more than 27 [Q:36] contractual hours over a period of three academic years immediately following the date of their retirement. The retiree and the University may mutually agree to the scheduling of more than 9 [Q: 12] contractual hours in any one academic year. If the retiree is teaching 9 [Q: 12] hours or more per term, office hours are required if he or she is provided an office. The retiree is not required to do research, service, or scholarship. Retirees are not eligible for overload. Retirees may be assigned to courses outside of the department or to other duties only if they are qualified, sufficient department courses are not available, and no adjuncts are assigned those department courses.

Retirees shall be compensated at 70% of their former standard contractual hour rate at the time of their retirement plus any pay increases defined in Article XVII, Section 1 of this agreement. Full-service faculty members retiring prior to the effective date also may be extended reemployment opportunities as approved by the Provost.

Retirees electing this post retirement benefit must notify the Provost in writing at least 30 days prior to the first day of classes of the Fall term of the new academic year or within five days after this contract agreement is ratified by both parties. Such notification shall include the number of contractual hours for each academic term that the retiree would prefer to complete his/her teaching responsibilities. However, the final determination as to the academic terms when such teaching responsibilities shall be performed shall reside with the Provost although every reasonable effort will be made to accommodate the retiree's request. There is a reasonable expectation that the retiree will teach the 9 [Q: 12] hours in one term provided there are classes available. When classes for which the retiree is qualified to teach are not available, the 9 [Q: 12] hours will be scheduled over two or more terms after consultation with the retiree.

Subsequent to the three years, the University may continue to employ the retiree at 70% of his or her former contractual-hour rate.

B. Other Provisions. All full-service faculty who have retired from the university through Ohio STRS, and have five consecutive academic years of service immediately preceding retirement will be awarded the same discretionary SSU-awarded benefit(s) as retired university administrators by Board of Trustees policy.

C. Faculty members who have retired from an Ohio or University sponsored plan who are at least 55 or older and with 10 years of continuous service to the University immediately preceding retirement (including those who retired prior to this contract) shall be granted the following privileges consistent with University policies as applied to full-service faculty:

1. Full library privileges,
2. Computer access,
3. University identification card,
4. Educational benefits in accordance with Article XVIII, Section 7, for the individual retiree only,
5. Opportunity to purchase tickets to performing arts and athletic events,
6. Opportunity to use recreational facilities,
7. Use of facilities for meetings of retired faculty members,
8. Opportunity to attend University functions including, but not limited to, commencements, holiday celebrations, alumni events, etc.

**Section 9. Health Club/Natatorium Fees.**

All full-service faculty members may use the University Natatorium and the Health Club facilities without charge.