

**ARTICLE X: BENEFITS**

**10.01 Health and Welfare**

The Hospital, at its expense, shall continue in effect, and at all times subject to existing the terms and conditions applicable to non-bargaining unit employees, the long term disability insurance.

The Hospital, in its sole discretion, will select and provide to its employees hospitalization and -medical insurance. The Hospital shall pay toward the Bear Advantage PPO plan 80% of the premium for individual health insurance coverage for full-time and part-time eligible members of the bargaining unit, provided the employee pays 20% of the premium; ~~and provided further that such co-payment shall apply to all Children's Hospital employees;~~ For employees who elect individual plus one child/children coverage, the Hospital shall pay ~~60~~55% of the premium, provided the employee pays ~~40~~45% of the premium; for employees who elect employee plus spouse or same-sex domestic partner coverage, the Hospital shall pay 60% of the premium, provided the employee pays 40% of the premium; for employees who elect employee plus family ~~or dependent~~ coverage, the Hospital shall pay ~~50~~60% of the premium, provided the employee pays ~~50~~40% of the premium. ~~The Hospital shall have the right, in accordance with applicable law and regulations, to offer employees the option of a Health Maintenance Organization in lieu of the foregoing plan.~~ For health insurance other than the Bear Advantage PPO, the percentage of the premium paid by the Hospital and the employee may be different from the percentages for the Bear Advantage PPO. The Hospital's obligation to pay premium amounts shall in all cases be limited to the dollar amount it pays towards the premium of its sponsored plan.

**The Hospital may make changes to the long term disability insurance and/or the hospitalization and medical insurance at its discretion, including changes to the foregoing provisions, provided that such changes apply to non-bargaining unit employees generally.**

**10.02     Life Insurance**

The Hospital, at its sole expense, shall provide life insurance in the amount equal to two (2) times an employee's annual salary, but not less than \$15,000, to each employee with more than one (1) year Hospital seniority under a group, term life insurance policy, and subject to the terms and conditions of said policy. For transport team paramedics and respiratory care practitioners with more than one (1) year Hospital seniority, the Hospital will provide, at its expense, a quadruple indemnity life insurance policy, in an amount equal to four (4) times an employee's annual base salary, with a maximum of four hundred thousand dollars (\$400,000.00). This policy will cover the accidental death of any of the aforementioned employees if such death is sustained while performing air or ground vehicle-related transport duties during the course of their employment. **The Hospital may make changes to the life insurance at its discretion, including changes to the foregoing provisions, provided that such changes apply to non-bargaining unit employees generally.**

**10.03     Workers' Compensation**

The Hospital shall continue to comply with the requirements of applicable law concerning coverage for job connected injuries; provided, however, that the Hospital shall grant an employee so injured administrative leave with pay, up to a maximum of three (3) days, for any waiting period prior to the commencement of said coverage. Employees who are absent from work due to a job-related injury and/or illness shall be eligible for the job protection provisions of Article 6.01.

**10.04 Tax Sheltered Annuity Program**

~~Upon the completion of one full year of service, a~~ A full-time bargaining unit employee will be eligible to participate in the tax sheltered annuity program **upon hire, but is not eligible for an employer match of employee contributions during the first year of employment.**

During the ~~employee's second year of employment, first year of eligibility (2nd year of employment)~~ the Hospital will match 50% of the employee's contribution of 1, 3 or 5%. ~~Upon the completion of the~~ **During the employee's thirdsecond year of employment and thereafter, eligibility (3rd year of employment)** the Hospital will match 100% of the elected employee's contributions of 1, 3 or 5%. ~~Upon severance of separation from employment,~~ **pension participants in the tax sheltered annuity program** are entitled to 100% of both the Hospital's and their contributions to the fund, **consistent with applicable legal rules.**

**The Hospital may make changes to the tax sheltered annuity program at its discretion, including changes to the foregoing provisions, provided that such changes apply to non-bargaining unit employees generally.**

The Hospital shall schedule (during working hours and with pay **at the employee's regular rate**) all bargaining unit members (with at least one year of service) to attend a minimum of two (2) 1 hour financial planning seminars each year. In addition to these two seminars, employees with at least twenty (20) years of service shall be scheduled (during working hours and with pay) to attend two (2) 1 hour retirement planning seminars each year. The Hospital in its sole discretion shall select and provide seminar leaders to conduct these seminars. The Union shall designate an employee in the bargaining unit to attend these seminars.

**10.05 Miscellaneous**

The Hospital shall ~~continue to provide, in accordance with its present policy on the same~~ **terms and conditions that it provides to non-bargaining unit employees generally, and** subject to any applicable **changes, conditions or limitations therein, the following benefits:**

- (a) Cafeteria discount on employee purchases, subject to the Hospital's right, in its sole discretion, to establish and change the selling price of any item.
- (b) Patient discounts of at least fifty percent (50%) for the treatment of employees' children (except for dental and orthodontic services, which will instead receive a discount of twenty percent (20%)), subject to the Hospital's right in its sole discretion to establish and change the charge for any treatment.
- (c) Check cashing privileges for employees of the employees' personal checks up to twenty five dollars (\$25.00) per day; provided however, that the Hospital reserves the right to withdraw check cashing privileges for a period of twelve (12) months from any employee who abuses the privilege by virtue of bounced checks, stop payment orders, and the like. For purposes of this section, abuse will mean two (2) bounced checks, stop payment orders, or the like.
- (d) If during the life of the contract, the Hospital offers a self-pay (employee paid) short term disability plan and/or reduces the waiting period for eligibility for the long term disability plan, these changes shall be offered to bargaining unit members.

**10.06 Liability for Insurance Coverage**

It is expressly agreed and understood that the Hospital does not accept, nor is it to be charged with, any responsibility or liability in any manner for any benefit afforded by this Article pursuant to or under an insurance contract or program, including determination of coverage,

qualification for or payment of benefits to or on behalf of an employee, or otherwise, and the Hospital's sole liability shall be limited to making payment to the insurer of any required premium payment.

**10.07     Benefit Continuation**

Health insurance will be continued while on unpaid leave consistent with the terms of 6.01 and 10.01 of this Agreement.

**10.08     Notification of Change**

The benefits specified in this Article will not be changed without at least forty-five (45) days' advance notice to the Union. The notification shall include (a) the specific change(s); (b) the effective date of the change(s); and (c) confirmation that the change(s) will also apply to non-bargaining unit employees. If the Union believes the change(s) will disproportionately impact bargaining unit employees, the Hospital will, upon the Union's request, discuss the issue with the Union within the forty-five (45) day notice period.