

## ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

### H. Health and Welfare

#### 1. Benefit

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust made pursuant to the predecessor to this Agreement such health and welfare benefits as are to be extended by the Health and Welfare Fund to employees and/or their dependents.

#### 2. Funding

The Commonwealth shall contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of ~~Sixteen~~twenty-two and 50/100 Dollars (\$~~1622~~.50) per calendar week.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the first or second payroll period in October of such fiscal year, whichever has the greater number of full-time equivalent members of the bargaining unit.

The contributions made by the Commonwealth to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Commonwealth in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

In the event that the MTA Health and Welfare Trust is combined with or into another appropriate Health and Welfare Fund, the Administration agrees to take all the necessary steps to effectuate that change as soon as practicable, including but not limited to the transfer of participants, the transfer of funds, and initiating the contribution to the appropriate Health and Welfare Fund at the same or greater rate as it is now contributing to the MTA Health and Welfare Trust Fund.

Nothing herein contained shall be deemed to obligate the Board of Higher Education or any University to make any contribution to the Health and Welfare Fund.

#### 3. Non-grievability

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure.

#### 4. Employer's Liability

It is expressly understood and agreed that the Board of Higher Education and the Universities do not accept, nor are they to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Commonwealth's liability shall be limited to the contributions required by subsection 2 above.