

**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2022 CONTRACT NEGOTIATIONS

**Employer Rev. Economic Package
Date presented: October 2, 2022**

**Article 29
Medical and Prescription Drug Benefits**

Section 1. The Employer will continue to provide the Premium medical and prescription drug plan available to all eligible full-time and part-time employees covered by this Agreement hired prior to the effective date of this successor agreement. Additionally, employees hired prior to August 1, 2013 will have the option to participate in the Master Align Plan on a voluntary basis during open enrollment. Employees hired prior to August 1, 2013 will not be required to join the Master Align Plan.

The parties agree that Management may design and offer an incentive program to employees hired prior to August 1, 2013 to voluntarily enroll in the Master Align Plan. The parties agree to meet and negotiate over the design of any offered incentive plan.

Thereafter, all employees hired after August 1, 2013 shall be provided medical and prescription drug coverage under the Master Align Plan as detailed in section 17 herein.

Section 2. The Kaleida Health **Your Spectrum of Choices Benefit Plan** is administered by a third party administrator (TPA) **High Mark Blue Cross Blue Shield of Western New York** for the medical benefits and a pharmacy benefit manager (PBM) will manage the prescription drug plan. The Employer will not change the medical plan provisions or benefits without the mutual consent of the Union.

Section 3. Eligible employees may apply for the medical and prescription drug coverage at the time of employment, when they transfer to an eligible status, within thirty (30) days of a qualified family status change, or during the annual open enrollment period held each Fall with coverage becoming effective the following January 1st. An eligible employee may select single or family coverage.

Section 4. Coverage will begin on the first day of the month following or coinciding with completion of ~~sixty (60) thirty (30)~~ calendar days of employment for new hires. ~~Employees may elect to begin coverage on the following January 1st provided the employee has already completed sixty (60) thirty (30) days of employment. An eligible employee may select single or family coverage.~~ Employees may elect to begin coverage the first of the month following hire by incurring one hundred (100%) percent of the group plan cost.

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Section 5. For employees who transfer to an eligible status, eligibility for coverage begins on the first day of the month following the status change, provided the employee has already completed ~~sixty (60)~~ thirty (30) calendar days of employment. ~~Employees may elect to begin coverage the first of the month following transfer by incurring one hundred (100%) percent of the group plan cost.~~

Section 6. Employees who terminate employment with Kaleida for any reason will continue their medical and prescription drug coverage to the last day of the month of termination. Deductions will be taken from the employee's final pay check.

Section 7. The Employer will contribute toward the cost of medical and prescription drug coverage a percentage amount based on the employee's employment status as outlined below:

Tier	Current
a.) Full-time single	93.17%
b.) Full-time family	95.5%
c.) Part-time single	77.6%
d.) Full Part-time family	79.6%

Effective January 1, 2012, BGH ~~BGM~~ RN and TCC Bargaining Unit employees hired into the bargaining unit on or before July 12, 2005 and currently grandfathered in medical and prescription drug plan contributions, will contribute twenty-five percent (25%) of the dollar amount outlined in a.), b.), c.) and d.) above.

Section 8. For employees hired after July 13, 2016 the Employer will contribute toward the cost of medical and prescription drug coverage a percentage amount based on the employee's employment status as outlined below:

Full-time single	80%
Full-time family	80%
Part-time single	77.6%
Part-time family	79.6%

At Open Enrollment (January 1st effective date) following their third year anniversary date:

Full-time single	85%
Full-time family	85%
Part-time single	77.6%
Part-time family	79.6%

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At Open Enrollment (January 1st effective date) following their fifth year anniversary date:

Full-time single	93.17%
Full-time family	95.5%
Part-time single	77.6%
Part-time family	79.6%

Contributions to premium payments by the Employer shall not begin until the first of the month following ~~sixty (60)~~ **thirty (30)** days of employment. For changes in employment status, employee contributions will begin/change on the first day of the month following the status change.

Section 9. Employees who retire from Kaleida Health will be eligible to participate in the health plan they are enrolled in at time of retirement or switch to Medicare plan offered by the same carrier of the plan they participate in at time of retirement subject to the insurance company's underwriting requirements. The retiree will be responsible for one hundred percent (100%) of the cost of the plan. The exception shall be as follows:

- a.) Employees of the ~~DeGraff Memorial Hospital~~ **DeGraff Medical Park**, Technical/Clerical/Service bargaining unit, with fifteen (15) years of service and who have attained age forty-five (45) and those employees with (10) years of service and have attained age fifty-one (51) as of December 31, 1995 will be entitled to health insurance coverage into retirement in the same method as in existence for active employees.
- b.) ~~Full-time employees of the DeGraff Memorial Hospital, Maintenance bargaining unit with a hire date of May 31, 1993 who retire, will be entitled to health insurance coverage into retirement. The Employer will contribute thirty percent (30%) toward the premium payments of retiree health insurance. Such Employer contributions shall be based on the annual rates of the lowest cost plan offered.~~

Section 10. All employees covered by this Agreement and hired before August 1, 2011 will be eligible to waive medical coverage and elect to receive a \$60.00 opt-out cash payment for full-time employees and part-time employees. This cash payment will be applied to the first two (2) pay periods of each month (twenty-four [24] pay periods per year). Employees must complete the enrollment process and elect the opt-out credit in order to receive these payments. Employees who have a spouse working for Kaleida and who are covered under the spouse's Kaleida family health insurance will not be eligible to receive the opt-out payment.

Section 11. A five hundred dollar (\$500) inpatient hospital co-pay will be incurred at all non-Kaleida facilities with the following exceptions:

- a.) Kaleida doesn't offer the service;
- b.) in an Emergency can go to the nearest hospital;

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- c.) if an out of town emergency occur;
- d.) Roswell Park Cancer Institute services.

Section 12. The following prescription drug co-pays will apply through December 31, 2022:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Kaleida Health facility Retail Pharmacy	\$10	\$20	\$40
a.) Non-Kaleida Health Facility	\$10	\$20	\$40
b.) Mail Order Pharmacy *	\$20	\$40	\$80

The following prescription drug co-pays will apply effective January 1, 2023:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Kaleida Health facility Retail Pharmacy	\$5	\$15	\$35
a.) Non-Kaleida Health Facility	\$10	\$20	\$40
b.) Mail Order Pharmacy *	\$20 \$10	\$40 \$30	\$80 \$70

*The mail order program and maintenance drug program will continue at the three (3) months of prescription for two (2) months of co-pay level and must be filled by the carrier recommended Mail Order Program.

Diagnostic laboratory testing performed at a non-Kaleida facility and not at a doctor's office will be subject to a \$15 copay.

Section 13. The following prescription drug co-pays will apply to the Master Align Plan through December 31, 2022:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Kaleida Health facility Retail Pharmacy	\$5	\$20	\$40
a.) Non-Kaleida Health Facility	\$10	\$20	\$40
b.) Mail Order Pharmacy *	\$10	\$40	\$80

The following prescription drug co-pays will apply effective January 1, 2023:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
a.) Kaleida Health facility Retail Pharmacy	\$0	\$15	\$35
a.) Non-Kaleida Health Facility	\$10	\$20	\$40
b.) Mail Order Pharmacy *	\$20 \$0	\$40 \$30	\$80 \$70

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*The mail order program and maintenance drug program will continue at the three (3) months of prescription for two (2) months of co-pay level and must be filled by the carrier recommended Mail Order Program.

Section 14. During the life of this Agreement all employees and their covered dependents who participate in the Master Align Plan, may submit invoice(s) or detailed receipt(s) to the Employee Benefits Department for a reimbursement for copay expenses as detailed in the chart contained in Section 17.

(For example: An employee who chooses to go to a PCP in the **High Mark BCBS of WNY** network that has a \$30 co-pay shall be reimbursed \$15).

- a.) PCP Office visits within the **High Mark BCBS of WNY** Network
- b.) Specialist Office visits within the **High Mark BCBS of WNY** Network
- c.) Outpatient surgery services within the Optimum Choice Network
- d.) Diagnostic x-rays including MRI within the Optimum Choice Network
- e.) Occupational, Speech, and Physical Therapy services within the **High Mark BCBS of WNY** Network
- f.) Emergency Room visits
- g.) Emergency Ambulance services (medically necessary)
- h.) Urgent Care Visits within the Optimum Choice Network

Section 15. The Employer and the Unions agree that the Medical Plan Awareness Committee will meet for the purpose of resolving issues relative to problems that may arise from the medical and prescription drug plan, in particular the Premium Medical and Prescription Drug Plan and the Master Align Plan. Committee meetings will be held on a quarterly basis. Agenda items may include but are not limited to, the following:

- concerns pertaining to member enrollment
- incentives
- benefit levels
- provider network capacity
- member/provider utilization rates and access

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Committee members that will be invited to committee meetings will include, but are not limited to, Kaleida Health Director of Employee Benefits or designee; bargaining unit employees; representatives from each of the affected Unions; representatives from **High Mark BCBS of WNY**; and current physician providers in the plan. Employees who are union representatives will be excused from work with pay and benefits to attend the committee meetings, in accordance with Article 72, Committees.

Section 16. The medical plans will contain as of January 1, 2020, new voluntary case management services targeted to assist and support chronic illnesses. The programs are:

- a.) ~~Rx Clinical Diabetes Program~~
- b.) ~~BCBS Back Pain Management Program~~
- a.) **US RxCare Drug Administration**
- b.) **Save-On, a new voluntary prescription drug savings program for eligible specialty medications will be added effective January 1, 2023.**

Section 17. Medical Plan Designs Effective January 1, 2020.

Benefit Level	Premium Medical and Prescription Drug Plan Design		Master Union Align Plan Design					
	In-Network (deleting CHS)	Out-of-Network	Optimum Choice (deleting CHS)		Flexible Choice		Out of Network	
			Up Front	Refund	Up Front	Refund	Up Front	Refund
Deductible	N/A	\$750/\$1250	N/A		\$1000/\$2000		\$1000/\$2000	
Coinsurance	N/A	30%	N/A		30%		30%	
OOP Maximum	\$6,350 single/ \$12,700 Family	\$2,500/\$5,000	\$2,500/\$5,000		\$2,500/\$5,000		\$2,500/\$5,000	
Medical Services								
PCP Office Visits	\$20	Ded/Coinsurance	\$20	N/A	\$35	\$15	Ded/Coinsurance	
Specialist Office visits	\$20	Ded/Coinsurance	\$35	\$15	\$65	\$45	Ded/Coinsurance	
Preventative Office Visits & Immunizations	\$0	Ded/Coinsurance	\$0	N/A	\$0	N/A	Ded/Coinsurance	
Diagnostic x-rays, including MRI	\$20	Ded/Coinsurance	\$30	\$10	Ded/Coinsurance		Ded/Coinsurance	
Laboratory testing *	\$0	Ded/Coinsurance	\$0	N/A	Ded/Coinsurance		Ded/Coinsurance	
Occupational, speech, physical therapy	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance	
Chiropractor Office Visits	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance	
Hospital Care								
Inpatient <i>\$500 First Family Discount</i>	\$500	Ded/Coinsurance	\$500	N/A	Ded/Coinsurance		Ded/Coinsurance	
Outpatient surgery facility	\$15	Ded/Coinsurance	\$75	\$60	Ded/Coinsurance		Ded/Coinsurance	
Emergency room visit (waived if admitted)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45
Emergency ambulance (medically necessary)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45
Other Services								
Durable medical equipment	50%	Ded/50%	50%		50%		Ded/50%	
Annual maximum	\$1,000				\$1,000			

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Home health care	\$15	Ded/Coinsurance	\$15	N/A	Ded/Coinsurance	Ded/Coinsurance
Orthotics	Not covered	Not covered	Not covered		Not covered	Not covered
Urgent Care	\$45	\$45	\$60	\$15	Ded/Coinsurance	Ded/Coinsurance
Away from Home Guest Membership	Not Available	Not Available	Available			
OB Deliveries at CHS (Notes below)	Considered In-Network	Ded/Coinsurance	Considered In-Network	Ded/Coinsurance	Ded/Coinsurance	
Medical Services & Cancer Center (conditions under treatment prior to 1/1/2020)	Considered In-Network	Ded/Coinsurance	Considered In-Network	Ded/Coinsurance	Ded/Coinsurance	
Prescription Drugs						
Kaleida-Pharmacy (30 day supply) \$5 Family First Discount on all copays	\$5/\$15/\$35	Not covered	\$0/\$15/\$35		N/A	N/A
Retail Pharmacy through December 31, 2022	\$10/\$20/\$40	Not covered	\$5/\$20/\$40		N/A	N/A
Retail Pharmacy effective January 1, 2023	\$5/\$15/\$35		\$0/\$15/\$35		N/A	N/A

Notes:

- 1.) Conditions under treatment as of 1/1/2020 at a CHS facility will be considered as In-Network. Same diagnosis reoccurrences will be governed by the original diagnosis date.
- 2.) Roswell and Brylin will be considered In-Network.
- 3.) Obstetrical deliveries and any subsequent care for the neonate will be considered as In-Network.

~~Section 20. For employees hired into a covered bargaining unit on or after the ratification date of this Agreement, effective January 1, 2023 the Employer will implement a spousal surcharge of \$100 per month for enrolled spouses that have access to alternate coverage elsewhere (such as through employment or Medicare). Employees will be required to confirm whether their spouse has other coverage available.~~

~~Section 21. For employees hired into a covered bargaining unit on or after the ratification date of this Agreement, effective January 1, 2023 employees will have the option to enroll in either the Master Union Align Medical Plan or a new High Deductible Health Plan option, in the event that such an option is offered.~~

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