

provisions of Chapter 32A, Sections 5, 6, 8, and 10A of the Massachusetts General Laws.

3. Worker's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the Massachusetts General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152 of the Massachusetts General Laws.

4. Tax Deferred Annuities

The Board shall continue its policy of permitting the purchase of annuities by administrators pursuant to the provisions of Chapter 15, Section 18A, of the Massachusetts General Laws.

E. TUITION WAIVER

1. Waiver

The following tuition waiver provisions shall be of application during the term of this Agreement.

The spouse and/or child or children, including any adopted or step-child or children, of any member of the bargaining unit that is represented by the Association of Professional Administrators, Massachusetts Teachers Association/NEA, and the spouse and/or any such child or children of any present, former retired or deceased member of such bargaining unit, who shall have been admitted as a student in the regular day program, or in any program of Continuing Education, at any Massachusetts State University, shall be entitled to enroll as a student in such program without the payment of any tuition.

In addition, any member of the bargaining unit who shall have been admitted as a student at any state university or community college in the Commonwealth of Massachusetts shall be entitled to matriculate as a student without the payment of any tuition. Members of the bargaining unit who shall have been admitted in a state-supported course or program at the undergraduate or graduate level in the University of Massachusetts System, excluding the program for the Doctorate of Medicine at the University of Massachusetts Medical School and all programs at the University of Massachusetts Law School, shall be entitled to student tuition credits equal to the value of any tuition waivers, grants or scholarships identified in c. 15 of the General laws or any other General or Special law as determined by the University of Massachusetts.

2. Remission

The parties agree to continue in effect the present policy of the Board, acting through the Commissioner, regarding tuition remission applicable to all unit members, their spouses, and their dependent children. However, the parties agree that if the Employer concludes a collective bargaining agreement with another bargaining unit that permits a full or partial freeze on fees for unit members or their spouses or dependent children during the period of the 2014-2016 Agreement, the Agreement shall be reopened at the APA's request for further negotiations about this issue.

F. HEALTH & WELFARE

1. Benefits

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 the Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

Effective on December 1, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent fifteen dollars (\$15.00) per calendar week. Effective on December 1, 2015, the Employer agrees to contribute on behalf of each full-time employee equivalent fifteen dollars and fifty cents (\$15.50) per calendar week. Effective on December 1, 2016, the Employer agrees to contribute on behalf of each full-time employee equivalent sixteen dollars (\$16.00) per calendar week.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the last payroll period in October during such fiscal year.

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.

Nothing herein contained shall be deemed to obligate the Board or the Universities 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