

**ARTICLE 42**  
**UNIVERSITY BENEFITS**

**A. GENERAL CONDITIONS**

1. Eligible employees may participate in a number of benefit programs generally available to other eligible staff employees of the University. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change specific plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. The University may, at its option, alter its health and welfare programs and/or the retirement system plans (UCRS). Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/laboratory. The sole exceptions to the above shall be 1) any alterations proposed by the University which affect only bargaining unit employees and 2) any alterations proposed by the University which reduce the UCRS retirement benefits of bargaining unit employees. In such cases, the University agrees to meet and confer with respect to the proposed change.
2. The University's maximum monthly rate of contribution for clerical bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.
3. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by bargaining unit members, normally through payroll deduction.
4. The University and CUE agree to meet on a systemwide basis in April 2006 to discuss the indexing of pay bands based on the amount of across-the-board increases.

**B. ENUMERATION OF UNIVERSITY BENEFITS**

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix X. CUE understands and agrees that the descriptions contained in Appendix X do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to CUE.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

## **C. EFFECT OF ABSENCES FROM WORK ON BENEFITS**

### **1. Temporary Layoff/Temporary Reduction in Time/Furlough**

Health plan contributions by the University will be provided for the Clerical & Allied Services unit employees, in accordance with Section A.2., above, when the employee is affected by: temporary layoff; temporary reduction in time below the hours required to be eligible for health benefits; or furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

### **2. Military Leave**

An employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive all benefits related to employment which are granted when an employee is on pay status.

### **3. Leaves of Absence Without Pay**

a. Approved leave without pay shall not be considered a break in service and, except as provided in Section C.3.c., below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.

b. Except as provided in Section C.3.c, below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of the leave.

c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in any 12-month period.

However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.