

ARTICLE 4a
UNIVERSITY HEALTH AND WELFARE BENEFITS

A. GENERAL CONDITIONS

1. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University.

The University's annual Open Enrollment is a period in which eligible employees may elect to change health and welfare plans or coverage options. This process affords employees the opportunity to choose among plans due to changes in employee circumstances, coverage and costs of each plan, and plan availability, which may change from year to year.

- a. The University may, at its option during the term of this Agreement, alter its health and welfare programs. 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 University.

- b. The sole exceptions to the above shall be: 1) any alterations proposed by the University which affect only bargaining unit employees; 2) in calendar years 2009 and 2010 — if an employee's portion of the 2008 premium cost, for either Kaiser or Health Net, is anticipated to increase by more than 12 percent over the course of calendar years 2009 and 2010; 3) in calendar years 2011 and 2012 — if an employee's portion of the 2010 premium cost, for either Kaiser or Health Net, is anticipated to increase by more than 12 percent over the course of years 2011 and 2012; and 4) in calendar years 2009, 2010, 2011 and 2012 — in any of these years, if the University discontinues offering the two most populated medical plans for Service employees (for 2009, this would mean the discontinuance of Kaiser and/or Health Net). In such cases, the University agrees to meet and confer with respect to the proposed change(s) in accordance with the specific provisions outlined in the Duration article addressing conditional re-opener negotiations. The parties shall reopen negotiations on health and welfare benefits for calendar year 2013 in accordance with the provisions outlined in the Duration article.

2. Employee costs for healthcare premiums and costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.

B. 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 unit employees, in accordance with Section C, below, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a 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 eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents.

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 3.c., below, shall not determine eligibility for benefits.
- b. Except as provided in Section 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 time specified in the plan documents, rules and regulations.
- 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 vision) as if on pay status for a period of up to twelve (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 shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix C. AFSCME understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to AFSCME.

Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreement, 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.