

ARTICLE 4
UNIVERSITY BENEFITS

A. GENERAL CONDITIONS

1. Eligible employees may participate in a number of benefits 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 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 rates of contribution for 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.

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 A.3, above, 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 benefits to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable benefit 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 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 3.c, below, an eligible employee on approved leave without pay may, in accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit 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 benefit 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 benefit 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 benefit 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.

C. ENUMERATION OF UNIVERSITY BENEFITS

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

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.

D. JOINT BENEFITS COMMITTEE

The University and UPTE will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits. The Joint Benefits Committee will review benefits plans prior to their finalization with benefits providers.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.
2. UPTE will provide responses, identify problems and issues and any union evaluations or surveys of benefits plans.
3. The University will grant release time for up to four career employees, not more than one per campus/lab/hospital to participate in this committee. Release time is without loss of straight time pay and will allow for reasonable travel time.

E. REDUCED FEE ENROLLMENTS

An employee who has retired within four months of the date of separation from University service and who is an annuitant of a retirement system to which the University contributes, and who meets the admission requirements of the University, is eligible for two-thirds reduction of both the University registration fee and the University educational fee as described below. An individual so registered is ineligible for the services and facilities of the counseling centers, gymnasias, or student health services, other than those to which the retired employee may be otherwise entitled.

1. For an employee on the quarter system, the reduced fee limit is nine units or three regular session University courses per quarter, whichever is greater.
2. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, whichever is greater.