

**ARTICLE 4
UNIVERSITY BENEFITS**

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University's 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.
 - a. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. 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 or non-represented employees at LBNL.
 - b. The sole exceptions to the University's ability to make changes without negotiations pursuant to §A.1.a., shall be:
 - 1) any alterations proposed by the University which affect only bargaining unit employees;
 - 2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar years 2013 and 2014 by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band;

- 3) for Calendar Years 2015, 2016, and 2017: employee premium increases for Kaiser and Health Net Blue and Gold that exceed \$25/mo. for each coverage category, using the prior year's employee-monthly-premium as the benchmark for determining the \$25 threshold; and

In such case(s), the University agrees to meet and confer with respect to the proposed change.

- c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only provided UPTE serves upon the Office of the President, Director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within (30) calendar days from the date on which the University issued its written notice of the proposed change(s).
- d. Costs that exceed current University contributions, and employee 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 (four) 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 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, on 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 and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:**
 - 1) **When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.**
 - 2) **When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.**
 - 3) **When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.**
 - 4) **When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.**
 - 5) **When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g.,**

Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

- d. Group insurance coverage not addressed in Section 3.c. above shall be continued in accordance with the provisions of the applicable group insurance regulations.**

C. ENUMERATION OF UNIVERSITY BENEFITS

- 1. 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.**
- 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.**

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.

- 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 (4) career employees, not more than one (1) per campus/hospital/LBNL 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

- 1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirements system to which the University contributes, and who**

meets the admission requirements of the University, is eligible for two-thirds (2/3) 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.

2. For an employee on the quarter system, the reduced fee limit is nine (9) units or three (3) regular session University courses per quarter, whichever is greater.
3. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, which ever is greater.

F. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. The University maintains several retirement and savings plans for eligible University employees. Currently, such plans include the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). Eligible employees may participate in a number of retirement plans generally available to other eligible staff employee of the University. The University may, at its option, alter the existing UCRS plans and establish new retirement and/or savings plans for the UCRS. Such alterations include, but are not limited to altering the eligibility criteria, altering or deleting current benefits, altering employee and University rates of contribution, or changing the carrier or administrator of the UCRP for established plans or programs. In the event the University makes such alterations, the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/medical center/LBNL.
2. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to the provisions of §F.1., above:
 - a. any alterations proposed by the University that affect only bargaining unit employees,
 - b. any alterations proposed by the University that reduce the UCRP retirement benefits formula of bargaining unit employees, and/or

- c. any increases in the UCRP contributions that exceed the following, expressed as a percentage of annual covered compensation:
 - 1) For all unit employees in the 1976 Tier, a total contribution of 8% (minus \$19) effective the payroll period that includes January 1, 2014¹ and an additional 1% increase for a total of 9% (minus \$19) effective the payroll period that includes July 1, 2014.
 - 2) For all unit employees in the UPTe 2013 UCRP Tier for unit members, an additional 2% increase for a total of 9% effective the payroll period that includes July 1, 2014.

3. 2013 Post Employment Benefit Changes

- a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.
- b. All unit members hired, rehired following a break in service, or who become UCRP-eligible after the date of ratification or December 31, 2013, whichever is earlier, will be subject to the new Graduated Retiree Health Program Eligibility.

G. EFFECTS OF ABSENCES FROM WORK

- 1. **Leaves Of Absence Without Pay – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.**

¹ In the event that increased contributions do not commence as scheduled on the pay period including January 1, 2014, see attached chart for payment schedule.

2. **Family and Medical Leave – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.**

H. ENUMERATIONS OF UNIVERSITY BENEFITS

1. **For informational purposes only, a brief outline of the UCRS 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.**
2. **Specific eligibility and benefits under each under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, 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 plan, refer to the applicable documents, agreements, regulations, or contracts.**

Attachment

Month that Catch-up Starts	Catch-up Contribution (Gross Rate)*
Jan 2014	8.0%
Feb 2014	8.6%
Mar 2014	9.5%
Apr 2014	11.0%
May 2014	14.0%
Jun 2014	23.0%