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 2019. (Additional dates to be determined. This provision shall continue annually until the end of the term of the contract) by employees in the
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.
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, gymnasiums, 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, whichever is greater.

F. Retirement benefits continue to be negotiated and shall be reinserted in this section upon an agreement between the parties. This TA only governs the parties agreement on Part I of Article 4 – Health and Welfare.

Signed by:  

Kevin Young  
Chief Negotiator  
University of California

Date: July 3, 2019

Jamie McDole  
President  
UPTE