

**ARTICLE 40**  
**UNIVERSITY HEALTH AND WELFARE BENEFITS**

**A. GENERAL CONDITIONS**

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

1. 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.
  - a. The University may, at its option, during the term of this Agreement, 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, changing the carrier for established plans or program, changing the administrator of such plan, or altering employee and University monthly rates of contribution, or changing the carrier for established benefits plans or programs. However, the University will notice the union and, upon request, will 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/hospital/ or non-represented employees at LBNL.
  - b. The sole exceptions to the University's ability to make changes without negotiations pursuant to Section 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 year 2019 by employees.
    - 3) for calendar years 2020, 2021, 2022, 2023, and 2024, employee premium increases for Kaiser and Health Net Blue and Gold that exceed \$25/month for each coverage

category, using the prior year's employee monthly premium as the benchmark for determining the \$25 threshold.

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 thirty (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.
- e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:
  - 1) Effective the first full pay period following ratification, employees shall pay the 2019 healthcare premium costs, in accordance with Appendix F.
  - 2) In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.
  - 3) Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$25 per month over the prior year, for each coverage category, for each year of the Agreement.

## **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 D. 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 benefit plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the benefit plan documents, rules and regulations.
- c. An employee on an approved federal Family Medical Leave Act (FMLA) 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 California Family Rights 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 B-1. UPTe understands and agrees that the descriptions contained in Appendix B-1 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 share 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/hospital/laboratory 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**

If the University determines to provide reduced fee enrollments to qualified retired annuitants, it will apply to retired members of the HX bargaining unit to the same extent as for any staff employees.