

ARTICLE 20

UNIVERSITY BENEFITS

A. General Conditions

1. Eligible employees may participate in a number of benefits programs generally available to other eligible policy-covered staff employees of the University.
2. The University may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including the retiree health benefit program, retirement system plans, and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plan.
3. In the event the University alters its health and welfare programs, retirement system plans, or other benefits, the alterations will apply to eligible doctors in the same manner as they apply to other eligible policy-covered staff.
4. Employee's share of costs for healthcare premiums and retirement contributions, and costs for plans to which the University does not contribute, are to be paid by employees, normally through payroll deduction.

B. Retirement

Effective the Payroll Period that includes July 1, 2014

1. All unit employees who are members of the 1976-Tier shall increase their UCRP contribution rate by 1.5% for a total contribution rate of 8% (eight percent) of covered compensation (minus \$19) per month.
2. All unit employees who are members of the 2013-Tier shall contribute at the rate of 7% of covered compensation per month.
3. Changes to employee contributions or retirement benefits during the term of this Agreement shall be made pursuant to §A., above.

C. Health and Welfare

Effective on a payroll period that is within sixty (60) calendar days following ratification, eligible doctors shall pay the employee's share of monthly contributions contained in Appendix 6 depending upon the medical plan they have selected, their coverage and their applicable pay band.

D. 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 §C., above, 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 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 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 §3.c. below, shall not determine eligibility for benefits.
- b. Except as provided in §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 benefits for the period of time specified in the plan 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 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 (12) 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 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 (12) 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 §3.c. above, shall be continued in accordance with the provisions of the applicable group insurance regulations.

E. Enumeration of University Benefits

For informational purposes only, a brief outline of benefit programs is listed in Appendix 5. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan 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 percentage and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.