ARTICLE 39  
UNIVERSITY BENEFITS

A. General Conditions

1. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plans or coverage options. Open enrollment provides an opportunity for employees to choose amongst plans due to circumstantial life change 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 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 non-represented staff employees at the same campus/laboratory.

2. The sole exceptions to the above shall be any alterations proposed by the University which provide benefits that differ from those benefits of other eligible non-represented staff employees at the same campus/laboratory. With regard to such changes, the University agrees to meet and confer with respect to the proposed changes in accordance with the provisions of HEERA.

3. 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.

B. In the event the current Memorandum of Understanding (MOU) expires, the parties, agree that the terms of this Article, University Benefits, preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutually agreement of the both parties.

C. 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 Appendix C, 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 in 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. An eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the plan 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 plan coverage (medical, dental, and vision) in accordance with the provisions of the applicable Federal and State law and group insurance and retirement system regulations.

D. **Enumeration Of University Benefits**

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

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.

E. **University of California Retirement Plan (UCRP)**

1. Effective July 1, 2015, bargaining unit employees hired prior to July 1, 2013 shall contribute an additional one and one half percent (1.5%) for a total of eight percent (8%) to the University of California Retirement Plan (UCRP). The payroll deductions of the total eight percent (8%) payroll contribution to be effective July 1, 2015 shall commence effective with the first day period following ratification of the Agreement.

2. The retroactive increased contributions from six and one-half percent (6.5%) to eight percent (8%) for the period from July 1, 2014 to June 30, 2015 shall be collected from employees via payroll deductions pursuant to the schedule/formula provided in Appendix G (Agreement Regarding Payment of UCRP Contributions). These payments shall begin no sooner than July 1, 2018 and end no later than June 30, 2019.

F. **2013 UCRP Tier**

1. The pension and retiree health benefits of employees hired prior to July 1, 2013 shall continue to be determined by the terms of the UCRP 1976 Tier.

2. The pension and retiree health benefits of employees hired on or after July 1, 2013 but before July 1, 2016 will be determined by the terms of the 2013 UCRP Tier.
3. The pensions and retiree health benefits of employees who were rehired following a break in service on or after July 1, 2013 may be subject to the 2013 UCRP multi-tier provisions.

G. New UCRP 2016 Tier

The parties agree to meet and discuss alternatives to the UCRP 2016 Tier which is currently under development. In the event the parties do not achieve agreement on alternative by March 1, 2016, then all provisions of the new 2016 Tier that are approved by the UC Regents and applied to non-represented staff employees, including but not limited to retiree health eligibility, and employee UCRP contributions shall also apply to all employees in the bargaining unit who are hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2016.