Red text = New or re-asserted Union language
~~Red strike~~ = Rejected Corporation language
Black underline = Accepted Corporation language

**This is part of an economic package proposal with the following HAW counter proposals presented on September 25:**

- **TUITION ASSISTANCE & REIMBURSEMENT PROGRAMS**
- **PAID LEAVES**
- **VISA PROCESSING & RENEWAL**
- **PUBLIC SERVICE LOAN FORGIVENESS**
- **RELOCATION**
- **PARKING & TRANSIT**
- **RETIREMENT**
- **HOUSING**

**As well as the following counter proposals presented on October 5:**

- **COMPENSATION**
- **PROFESSIONAL DEVELOPMENT**
- **FAMILY SUPPORT**
- **RETIREE BENEFITS**

# ARTICLE XX
# HEALTH BENEFITS

Section A. Medical, Vision, and Dental Coverage

1. While the following provisions reflect current Health Benefits, the Corporation~~University~~ reserves the right to modify such benefits and any Plan Documents during the life of the Agreement provided it gives notice to the Union and negotiates the impact of any such changes.

   Plan Documents may contain additional information, eligibility, and other provisions that, while not listed here, also comprise part of these benefits.

   In cases where the language of this Article conflicts with Plan Documents, the former~~latter~~ will prevail.

2. Employees who meet the minimum threshold in Section A.5~~4~~ are eligible to participate in the Harvard University Faculty & Nonunion Staff Medical, Dental, and Vision Benefits Plans.

~~3. Employee in Employment Class C are not eligible for this benefit or any others under this Article.~~

3. Teaching assistants eligible for University health benefits will be eligible to receive dental insurance effective upon ratification and also upon completion of a special open enrollment period in February 2027, with planned effective coverage in April 2027.

4. To be eligible for health and welfare benefits, the Employee must be employed in a benefits-eligible employee classification and regularly work at least 17.5 hours per week or have an annual base salary of at least $15,000.

5. Nothing in this Agreement shall limit the University's right, in its discretion, to modify the plan or plan design, adjust premium rates, or change insurance carriers or administrators. The Employees' percentage contributions toward medical plan premiums, however, will remain unchanged for the duration of this Agreement.

Section B. Reimbursement Programs

Employees are eligible to participate in the Reimbursement Program (Faculty and Nonunion Staff) under the same terms and conditions as other employees who are eligible for this program as of the date of this Agreement.

Section C. Continued Medical, Vision, and Dental Coverage

If an Employee or Employee's eligible dependent no longer qualifies for medical, vision, and dental coverage under Section A because of a qualifying event under 29 U.S.C. 1163 (including termination of appointment pursuant to Article XX, Discipline & Dismissal and Article XX, Layoff) they may elect to continue health benefits pursuant to ~~the University's policy under~~ the Consolidated Omnibus Budget Reconciliation Act (COBRA). ~~That policy provides as follows:~~

~~COBRA premiums for medical and dental plans include the full cost of coverage (both the employee and employer portions), plus a 2% administrative fee. COBRA provisions when Employees are laid off are covered in the Layoff Article.~~

~~Vision coverage is employee-paid in full during active employment. Accordingly, COBRA premiums for vision coverage shall equal 102% of the total premium cost and shall be the sole responsibility of the Employee, even if the employee leaves due to a layoff.~~

The Corporation shall offer subsidized COBRA benefits as follows based on years of service:

1. At least 3 years of service: For the first twelve (12) months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the vision plan premium plus a two-percent service fee. For the last six (6) months, former Employees pay the full COBRA non-subsidized rates.

2. At least 2 years of service: For the first six (6) months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the

vision plan premium plus a two-percent service fee. For the last twelve (12) months, former Employees pay the full COBRA non-subsidized rates.

3. Less than 2 years of service: For the first three (3) months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the vision plan premium plus a two-percent service fee. For the last fifteen (15) months, former Employees pay the full COBRA non-subsidized rates.

Employees terminated for cause are not eligible for the COBRA subsidy.

Section D. Gender Affirming Care Navigator

The Corporation will ensure Employees and eligible dependents have access to a designated trans-competent health care navigator program to assist in accessing gender affirming procedures and avenues for coverage. This navigator program can be through the Harvard University Faculty & Nonunion Staff Medical, Dental, and Vision Benefits Plans or a third-party vendor.

Section E. Compliance with Visa Requirements

The Corporation must provide visa-holding Employees with health plans that meet all requirements of their respective visa. ~~The University will make reasonable efforts to offer health plan options that meet visa requirements.~~ However, each visa-holding participant is responsible for understanding their own requirements and selecting coverage that meets their individual visa requirements.

Section F. Cost Increase Capping

The Employee percentage contribution to the Medical, Dental, and Vision Benefits premiums shall not increase year to year during the life of this Agreement. The amount an Employee may pay, however, for contributions to premium will vary from year to year depending on the overall cost of a given health plan.

Section G. Workers' Compensation

An Employee who experiences a work-related injury or illness shall be eligible for Workers' Compensation consistent with, and subject to, applicable state law.