

**ARTICLE 4b**  
**UNIVERSITY RETIREMENT & SAVINGS PLANS**

**A. GENERAL CONDITIONS**

Eligible employees may participate in a number of retirement plans generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic employees of the University, except as provided below.

**B. RETIREMENT AND SAVINGS PLANS**

1. The University maintains several retirement and savings plans for eligible University employees. As of September 24, 2013 such plans include but are not limited to, the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DCP) and 457 (b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may at its option, alter, amend or terminate the existing UCRS plans and establish new retirement and/or saving plans for the UCRS. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits; implementing the UCRP 2013 Tier for employee hired or who become UCRP eligible on or after July 1, 2013; altering employee and University rates of contribution, and changing the carrier or administrator for established plans or programs. In the event the University makes such alterations (or proposes changes pursuant to Section B.5. below), the changes will apply to employees eligible for retirement benefits within the unit in the same manner as they apply to other eligible staff employees in the same tier. Where the University makes such alterations to a particular UCRP Tier (e.g., 1976 or 2013), the changes will apply to eligible unit employees in the same manner as they apply to other eligible staff employees at the same campus in the same UCRP Tier, except that the earliest retirement age, age factors and employment contribution rates described in Section B.2. below shall not be reduced during the term of this Agreement.
  
2. For UCRP-eligible employees hired *or* rehired following a break in service or who become UCRP eligible on or after July 1, 2013, the pension benefits shall be as follows:

The 2013 Tier benefit provisions shall apply, with two exceptions:

The earliest retirement age and age factors shall be the same as for the 1976 Tier (2.5% age factor at age 60, eligible for early retirement at age 50). Retiring employees may elect either a lump sum cash-out of pension benefits or annuitized payments (same as 1976 Tier payment option). All UCRP-eligible bargaining unit employees (regardless of date of hire or

UCRP tier placement) shall contribute a gross rate of 9% to UCRP effective the first full bi-weekly pay period on or after July 1, 2014. The contributions for employees who are 1976 Tier members will continue to be offset by \$19 per month.

3. Retiree Health Eligibility

Any bargaining unit employee in a UCRP eligible position as of December 31, 2013 will be grandfathered for the purpose of determining retiree health program eligibility (graduated eligibility beginning at age 50 with 10 years of service credit).

Any employee hired or rehired following a break in service, or who becomes UCRP eligible after December 31, 2013 will be subject to the new Graduated Retiree Health Program Eligibility (graduated eligibility beginning at age 56 with 10 years of service credit), as shown in Appendix G.

4. Retiree Health Benefit

For the life of the Agreement and the duration of the Agreement, bargaining unit members in either the 1976 or the 2013 tier, who retire and who meet minimum eligibility criteria, will pay for Kaiser at the rate in place at the time of ratification regardless of when he/she retires during the life of the Agreement.

5. During the term of this Agreement, in accordance with Article 8 – Duration, the University shall not seek any changes or alterations to the retirement benefits or provisions that affect only EX unit employees.

6. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to Section B.1., above.

- a. any alterations proposed by the University, other than the UCRP 2013 Tier (as set forth in Section B.2. above), that reduce the UCRP retirement benefits formula of EX bargaining unit employees; and/or
- b. any increases in employee UCRP contributions that exceed contributions in Section B.2. above as a percentage of covered compensation.
- c. In the event an agreement in any of the above two (2) potential reopeners is not achieved, the parties will participate in HEERA mandated impasse procedures, including state mandated

mediation and factfinding, after which the University may unilaterally implement, and the Union may strike in the event of unilateral implementation.

**C. EFFECT OF ABSENCES FROM WORK**

1. **Leaves of Absence Without Pay** – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.
2. **Family Medical Leave Act** – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

**D. ENUMERATION OF UNIVERSITY BENEFITS**

1. For informational purposes only, a brief outline of UCRS programs in effect on the date the Agreement is signed is found in Appendix B. AFSCME understands and agrees that the descriptions contained in Appendix B do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to AFSCME.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, 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 plan, refer to the applicable documents, agreements, regulations, or contracts.