

SIDE LETTER AGREEMENT

LIMITED PENSION TRANSFER ADDENDUM (PCT)

The University of California and AFSCME 3299 in acknowledgment of the additional time required to implement retirement changes as described in the Limited Pension Transfer Agreement Side Letter ("LPTA Side Letter") agree to following additional terms related to LPTA Side Letter signed by the parties on [DATE].

1. Effective June 24, 2020, PCT Employees who elected Pension Choice (2016 Tier 7% Employee Contribution) following the date of ratification of the PCT contract will be moved to the 2013 Modified Tier, which has a contribution rate of 9%.
2. Employees who elect to remain in Savings Choice after having been given a one-time irrevocable choice to move to Pension, as described in paragraphs three (3) and six (6) and Appendix A (and A-1) of the LPTA Side Letter, must pay the same employee contribution rate in Savings Choice that employees in the 2013 Modified Tier are contributing to the UCRP at that time.
3. Employees who elect to move to Pension after having been given a one-time irrevocable choice to move, as described in paragraph three (3) and Appendix A of the LPTA Side Letter, will participate in the 2013 Modified Tier at the employee contribution rate in effect at that time.

FOR THE UNIVERSITY



Nadine Baron Fishel

9-11-2020

Date

FOR THE UNION



Seth Newton Patel

11/10/2020

Date

SIDE LETTER AGREEMENT

LIMITED PENSION TRANSFER ADDENDUM

The University of California and AFSCME 3299 in acknowledgment of the additional time required to implement retirement changes as described in the Limited Pension Transfer Agreement Side Letter ("LPTA Side Letter") agree to following additional terms related to LPTA Side Letter signed by the parties on [DATE].

1. Effective June 10, 2020, Service Employees who elected Pension Choice (2016 Tier 7% Employee Contribution) following the date of ratification of the Service contract will be moved to the 2013 Modified Tier, which has a contribution rate of 9%.
2. Employees who elect to remain in Savings Choice after having been given a one-time irrevocable choice to move to Pension, as described in paragraphs three (3) and six (6) and Appendix A (and A-1) of the LPTA Side Letter, must pay the same employee contribution rate in Savings Choice that employees in the 2013 Modified Tier are contributing to the UCRP at that time.
3. Employees who elect to move to Pension after having been given a one-time irrevocable choice to move, as described in paragraph three (3) and Appendix A of the LPTA Side Letter, will participate in the 2013 Modified Tier at the employee contribution rate in effect at that time.

FOR THE UNIVERSITY



Nadine Baron Fishel

9-11-2020

Date

FOR THE UNION



Seth Newton Patel

11/10/2020

Date

SIDE LETTER AGREEMENT

UC DAVIS REHABILITATION

The following Rehab Staff employees shall remain UC employees in their existing job titles and will not be displaced as a result of the transfer of rehabilitation work to a new facility:

Tisha Arzaluz
Sharee Burgess
Megan Cassady
Mary Cross
Russell Dela Rosa
Anthony Demario
Justin Filkins
Michael Ginzburg
Eunice Lemos-Adair
Carol Studer
Jasmine Tobin
Rachel White
Maria Gonzalez Perez

In addition, within 60 days of ratification, UC Davis will seek to reopen its existing contracts with Kindred and negotiate becoming the majority owner of the joint Rehabilitation Hospital at UC Davis. Assuming the subsequent majority ownership is achieved, any work that is customarily performed by bargaining unit members of the AFSCME Service and Patient Care Technical Units shall be performed by such employees, subject to the terms and conditions of Article 5. The University shall not rely upon the exception in Section C.3. to contract out UCD Rehabilitation Hospital Work.

FOR THE UNIVERSITY



Nadine Baron Fishel

13 Jan 2020

Date

FOR THE UNION



Seth Newton Patel

01/13/20

Date

SIDELETTER

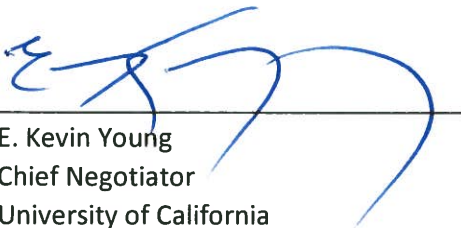
UC HEALTHNET BLUE AND GOLD RATES FOR AFSCME REPRESENTED EMPLOYEES AT UC DAVIS

The University and AFSCME hereby agree that based upon the January 2020 elimination of the Western Health Advantage (WHA) plan, AFSCME represented employees who are employed at UC Davis, UC Davis Health and/or UC Davis ANR as of January 1, 2020 shall pay the 2018 Kaiser Permanente Employee Contribution rates for their respective pay band and coverage level for coverage under the UC HealthNet Blue and Gold plan.

This agreement solely applies to the 2020 health benefit for AFSCME represented employees at the above listed UC Davis locations and is subject to the terms and conditions of any successor agreement reached by the parties. Any member of AFSCME currently enrolled in the WHA who does not choose an alternative plan as of January 1, 2020 will default into the UC HealthNet Blue and Gold plan under the above listed terms.

University of California Summary of Net Employee contribution rates for 2018 are attached hereto as Appendix A.

Date: November 5, 2019



E. Kevin Young
Chief Negotiator
University of California



Seth Newton Patel
Chief Negotiator
AFSCME



Appendix A

Pay Band I

| Plan | Self | Self + Child(ren) | Self + Adult | Family |
|---|-------------|------------------------------|-------------------------|---------------|
| Core (PPO) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Net Blue & Gold (HMO) | \$39.57 | \$71.22 | \$142.78 | \$174.44 |
| Kaiser Permanente — CA (HMO) | \$18.97 | \$34.15 | \$41.55 | \$56.71 |
| UC Care (PPO) | \$106.27 | \$191.29 | \$282.86 | \$367.88 |
| UC Health Savings Plan (PPO) | \$19.83 | \$35.70 | \$43.44 | \$59.29 |
| Western Health Advantage (HMO) | \$19.78 | \$35.60 | \$43.32 | \$59.12 |

Pay Band II

| Plan | Self | Self + Child(ren) | Self + Adult | Family |
|---|-------------|------------------------------|-------------------------|---------------|
| Core (PPO) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Net Blue & Gold (HMO) | \$75.62 | \$136.11 | \$225.08 | \$285.58 |
| Kaiser Permanente — CA (HMO) | \$55.02 | \$99.04 | \$123.85 | \$167.85 |
| UC Care (PPO) | \$142.32 | \$256.18 | \$365.16 | \$479.02 |
| UC Health Savings Plan (PPO) | \$55.88 | \$100.59 | \$125.74 | \$170.43 |
| Western Health Advantage (HMO) | \$55.83 | \$100.49 | \$125.62 | \$170.26 |

Pay Band III

| Plan | Self | Self + Child(ren) | Self + Adult | Family |
|---|-------------|------------------------------|-------------------------|---------------|
| Core (PPO) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Net Blue & Gold (HMO) | \$112.62 | \$202.71 | \$298.84 | \$388.94 |
| Kaiser Permanente — CA (HMO) | \$92.02 | \$165.64 | \$197.61 | \$271.21 |
| UC Care (PPO) | \$179.32 | \$322.78 | \$438.92 | \$582.38 |
| UC Health Savings Plan (PPO) | \$92.88 | \$167.19 | \$199.50 | \$273.79 |
| Western Health Advantage (HMO) | \$92.83 | \$167.09 | \$199.38 | \$273.62 |

Pay Band IV

| Plan | Self | Self + Child(ren) | Self + Adult | Family |
|---|-------------|------------------------------|-------------------------|---------------|
| Core (PPO) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Health Net Blue & Gold (HMO) | \$150.93 | \$271.67 | \$375.26 | \$496.01 |
| Kaiser Permanente — CA (HMO) | \$130.33 | \$234.60 | \$274.03 | \$378.28 |
| UC Care (PPO) | \$217.63 | \$391.74 | \$515.34 | \$689.45 |

| Plan | Self | Self + Child(ren) | Self + Adult | Family |
|---------------------------------------|-------------|------------------------------|-------------------------|---------------|
| UC Health Savings Plan (PPO) | \$131.19 | \$236.15 | \$275.92 | \$380.86 |
| Western Health Advantage (HMO) | \$131.14 | \$236.05 | \$275.80 | \$380.69 |

E. Kevin Young
Chief Negotiator
University of California

Seth Newton Patel
Chief Negotiator
AFSCME

EXTENDED or EXTRA SHIFT DIFFERENTIAL PLAN

Perfusionists

PROPOSAL-2021

SIDE LETTER - UCLA/AFSCME

1. GENERAL CONDITIONS

- a. This *Extra Shift Differential Plan* covers designated bargaining unit Perfusionists employed at UCLA Health.
- b. The plan shall be in effect from **September 19, 2021** through **November 15, 2021**.

2. ELIGIBILITY

To be eligible to earn the extra shift differential (ESD), the Perfusionist and shift must fulfill the following conditions:

- a. Any qualifying shifts, as defined in Sections 2c and 2d, must be worked in the Perfusionists bargaining unit classification excluding the following roles:
 - i. Per diem staff
- b. ESD will apply to shifts worked at the following settings:
 - a. Ronald Reagan Medical Center
- c. The extra shift must be in providing direct patient care
- d. The Perfusionist must work or be on pay status as defined in Section 3 below, within the bi-weekly period. Qualification for and calculation of the ESD is based on hours or shifts worked in excess of appointment percentage. Holiday time, time on paid sick leave, bereavement leave, educational leave or orientation time does not count as time on pay status for the purpose of calculating the ESD. If the Perfusionist works extended hours or an extra shift in a week when they have approved vacation, the ESD will be paid.
- e. The Perfusionist must work a minimum of 2 (2) hours of an extra shift, except as provided in Section 4c through 4e.
- f. The Perfusionist must receive the approval of their supervisor/manager or their designee prior to working any extended or extra shift assignments.
- g. The Perfusionist must be in a career position to qualify. Any extended or extra shift worked will be in the same classification.
- h. If a Perfusionist initiates a trade in shifts, which would cause them to work an extended or extra shift, the bonus will not be paid.
- i. Only confirmed shifts will be eligible for ESD. Therefore, shifts where the Perfusionist indicated that they are available to work, but are not confirmed will not receive ESD.
- j. The ESD is not applicable to call shifts.
- k. Perfusionist who are appointed 100% and work 12-hour shifts will have one week in a 4 week schedule period where they work 4 shifts instead of the usual 3. This regularly scheduled 4th shift will not be eligible for ESD.

3. CRITERIA

- a. The ESD will be paid to Perfusionists on hours or shifts that exceed a set number in a bi-weekly pay period based on the employee's current appointed full time equivalent (FTE), and ESD will be paid at the rates as listed in the tables below:

| 8 – Hour Extended Shifts | |
|--------------------------|----------|
| Hours in excess of: | ESD Rate |
| 2 | \$100.00 |
| 4 | \$200.00 |
| 6 | \$300.00 |

| Extra Shift Hours – Saturday & Sunday | |
|---------------------------------------|----------|
| Hours worked: | ESD Rate |
| 2 | \$100.00 |
| 3 | \$200.00 |
| 4 | \$300.00 |

4. SCHEDULING

- a. In the event of a change in workload, the University may reassign the Perfusionist to an area or role of need within the Health System during the extra shift.
- b. If there is a decrease in workload and the University is unable to reassign the Perfusionist, resulting in the Perfusionist working less than the minimum hours of the extended or extra shift, they will receive the minimum ESD payment.
- c. If the Perfusionist refuses the assignment or reassignment, no ESD will be paid.
- d. Scheduling priority will be given to a Perfusionist working in their home unit.
- e. Extended shifts or extra shifts can be scheduled as available in advance.
- f. Extended shifts or extra shifts will be confirmed as soon as practicable.
- g. The order of cancellation is as follows:
1. The Perfusionist with the most ESD shifts already worked for the bi-weekly pay period will be cancelled first.
 2. The Perfusionist working extended hours or an additional shift with premium overtime
 3. The Perfusionist working extended hours or an additional shift with straight overtime

5. COMPENSATION

Provided that the Perfusionist meets the eligibility requirements in Section 2, above, they will be paid the ESD in the amount listed in Section 3, for any extra hours or shifts worked in excess of the employee's appointment percentage. In addition:

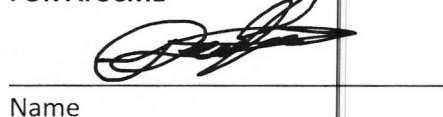
- a. The Perfusionist will receive their regular rate of pay for all extra hours or shifts worked in excess of full time, including premium overtime, consecutive shift payment (if applicable), shift differential, weekend differential, holiday pay (if applicable), and premium after 8, 10, or 12-hour shift.
- b. Benefits shall be earned based on existing University practice and applicable contract language. The ESD is not intended to add to, delete from, or otherwise modify accrual of benefits or participation in the University of California benefit programs.

FOR THE UNIVERSITY


Name

9-27-21
Date

FOR AFSCME


Name

9/27/2021
Date

UCLA HOSPITAL SYSTEM