

**Agreement of University of California and UPTE (HX unit)**  
**2019 Side Letter**  
**Date: July 26, 2019**

## **2019 UCRP SIDELETTER**

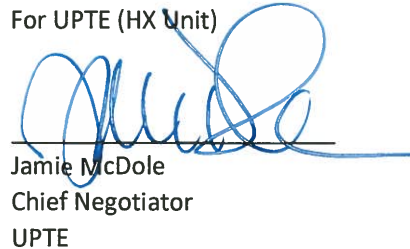
During the course of negotiations the University proposed 2016 Retirement Choice Program on the same terms and conditions as apply to non-represented staff employees. The 2016 Retirement Choice Program includes, among other things, a cap on pensionable earnings with the Pension Choice, and the option to participate in a defined contribution plan with Savings Choice. The University and UPTE have not reached an agreement on either party's retirement benefits proposals. In order to enter into a new successor agreement while continuing to have the opportunity to bargain potential changes to the UC retirement benefits for employees in the bargaining unit, the parties agree as follows:

1. Maintain the status quo of retirement benefits for UPTE represented employees in the HX unit (2013 modified tier, with pensionable earnings up to the IRS limit).
2. Either party may request in writing to reopen this agreement with regard to retirement (Article 41 B) and wages (Article 5) only. In the event of this reopener, all wage increases occurring prior to the reopener would remain in effect, and all increases scheduled on or after April 1, 2021 would be determined by reopener negotiations.
  - a. If either party reopens on either article identified above then both articles shall be deemed to reopen simultaneously.
  - b. The time period in which either party may provide written notice to the other party that is has chosen to reopen shall start on April 1, 2021 and end on April 30, 2021. Notice to the University shall be to the Executive Director, Labor Relations at the Office of the President. Notice to the UPTE shall be to the UPTE's President.
  - c. If either party elects to reopen as aforementioned, then those reopener negotiations will be subject to HEERA's statutory impasse procedures, if the parties are unable to reach agreement, then notwithstanding the No Strike clause in the agreement, UPTE shall have the right to strike over the retirement benefit and wage negotiations and the University shall have the right to unilaterally impose its proposals.
  - d. Should either party elect to reopen, bargaining shall be no later than sixty (60) calendar days following the date the reopening party provided its notice to the other party.
  - e. Should neither party elect to reopen, the contract shall remain in full force and effect.

For the University of California:

  
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E. Kevin Young  
Chief Negotiator  
University of California

For UPTE (HX Unit)

  
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Jamie McDole  
Chief Negotiator  
UPTE