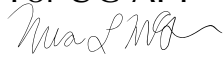


TENTATIVE AGREEMENT

UC/AFT IX Negotiations
Article 11 – Benefits
UC Proposal #2
August 19, 2020
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For UC-AFT



Mia L. McIver

11/18/2021

For the University



Nadine B. Fishel

11-18-21

ARTICLE 11 BENEFITS

A. GENERAL CONDITIONS

1. Eligible ~~NSF~~ **Unit 18 Faculty** may participate in the retirement, medical, dental, and other benefit programs to the same extent as other eligible faculty, including Senate Faculty, at the University.
2. ~~NSF~~ **Unit 18 Faculty** covered by alternative retirement plans are subject to the provisions of those retirement plans.
3. ~~NSF~~ **Unit 18 Faculty** shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction.
4. The University may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including the retiree health benefit program, retirement system plans, and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, 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.
 - a. If the University alters the health and welfare programs, retirement system plans benefits, or other benefits, the alterations will apply to eligible NSF in the same manner as they apply to other faculty, including Senate Faculty, at the same campus.
 - b. The University shall provide written notice and shall meet and confer with the AFT prior to implementation if any of the following circumstances are met:
 - 1) proposed alterations that affect only ~~NSF~~ **Unit 18 Faculty**;
 - 2) alterations in the University policy regarding mandatory retirement age affecting ~~NSF~~ **Unit 18 Faculty**. Criteria regarding mandatory retirement age will be as set forth in statute and University policy; or
 - 3) establishment of an additional new pension plan or tier, with the exception of the 2016 tier of UCRP; or

- 4) reduction of Health and Welfare benefits in a manner that disproportionately impacts benefits eligible part-time bargaining unit members.
- c. It is understood that if the UC-AFT does not request to meet and confer within thirty (30) calendar days of receiving notice regarding alterations arising pursuant to Section A.4.b., the University may implement the proposed changes for NSF.

B. UNIVERSITY OF CALIFORNIA RETIREMENT PLAN (UCRP)

1. Eligibility

Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable UCRP Plan Documents, custodial agreement, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

2. Employee Contribution Rates

- a. All unit employees that are members of the 1976 Tier shall contribute at a rate of 8% of covered compensation (minus \$19 per month).
 - b. All unit employees that are members of the 2013 Tier shall contribute at the rate of 7% of covered compensation.
 - c. All unit employees that are members of the 2016 Tier shall contribute at the same rate as the 2013 Tier.
3. If a 1/9 or 1/10 Academic Year ~~Unit 18 Faculty-NSF~~ becomes UCRP eligible, based on ~~his/her~~ **the Unit 18 Faculty**'s appointment percentage and duration, or via the 750-hour rule as outlined in the UCRP Plan Document and Regulations, the 1/9 or 1/10 Academic Year NSF will receive accelerated UCRP Service Credit, in accordance with UCRP Plan Regulations.

C. HEALTH AND WELFARE

2. Eligibility

a. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents,

custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

3. Benefits Bridge

~~NSF~~ **Unit 18 Faculty** shall be eligible to maintain their current UC-sponsored health and welfare benefits (the “Benefits Bridge Period”) when they are not on active pay status and are between ~~NSF~~ **Unit 18 Faculty** appointments if they satisfy the following conditions:

- a. The first day prior to the commencement of the Benefit Bridge Period, the ~~NSF~~ **Unit 18 Faculty** is a member of a University Group Insurance Plan;
- b. The ~~NSF~~ **Unit 18 Faculty** has a written commitment for reemployment in the bargaining unit at the end of the Bridge Period;
- c. The ~~NSF~~ **Unit 18 Faculty** pays the regular Group Plan Rate for the entire gross benefits premiums (employee plus UC cost); and
- d. Such payment shall be paid in advance each month, directly to the ~~campus payroll office~~ **UCPath Finance Office**.

The standard benefits eligibility rules shall apply during the Benefit Bridge Period. ~~While the Benefits Bridge Period is not considered a leave of absence, Group Insurance Regulations applicable to an approved leave without pay will apply during the Benefits Bridge Period.~~

4. ~~NSF~~ **Unit 18 Faculty** appointed for a full academic year at a variable percentage of time in each quarter/semester will be considered to be on a variable time appointment for health and welfare benefits purposes. The percentage of appointment for determining initial eligibility for health and welfare benefits for variable time appointments will be determined by averaging the appointment percentages of all quarters/semesters for the academic year.
5. **Unit 18 Faculty** ~~NSF~~ who teach in Summer Session shall not be disadvantaged with respect to eligibility for health and welfare benefits.

D. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of ~~benefit programs is listed~~

University benefits can be found at:

<https://ucnet.universityofcalifornia.edu/compensation-and-benefits/health-plans/index.html>

~~More information can be found in general University benefits publications and individual summary plan descriptions.~~

E. HOUSING PROGRAMS

A broad set of housing programs are available on the campuses. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowance, short-term housing loan programs, salary differential housing allowance, and housing for sale on University land. The eligibility and availability of each of these programs vary substantially from campus to campus and are in accordance with local rules and procedures. Specific eligibility and benefits are governed entirely by the terms of the applicable campus plan.

F. MEETINGS

The University agrees to hold meetings twice per year to provide information to the UC-AFT regarding University-wide benefit plans, coverage, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, or University/~~NSF~~ **Unit 18 Faculty** contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding University-wide benefits.

G. LOCAL BENEFITS

Except as provided above regarding housing programs, ~~NSF~~ **Unit 18 Faculty** are eligible, according to local campus procedures, for local benefits to the same extent as are other eligible faculty, including Senate Faculty, at the same campus, including but not limited to, parking, child care, etc. The University may alter in any way, at its sole discretion, any aspect of local benefits, and if the University does so, such changes will apply to ~~NSF~~ **Unit 18 Faculty** eligible for these benefits to the same extent as they apply to other eligible faculty, including Senate Faculty at the same campus.