2018 UCRP SIDELETTER

During the course of negotiations the University proposed the 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 the Savings Choice. The University and the Association have not reached agreement on either party's retirement benefits proposals. In order to enter into a new successor agreement while continuing to have an 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 on retirement benefits for Association-represented employees (2013 modified tier, with pensionable earnings up to the IRS limit).
- 2. Either party may request, in writing, to reopen this agreement with regards to retirement (Article 15.B.) and wages (Article 40) 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, 20120 would be determined by the 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 which either party may provide written notice to the other party that it has chosen to reopen shall start on April 1, 2020 and end on April 30, 2020. Notice to the University shall be to the Executive Director, Labor Relations at the Office of the President. Notice to the Association shall be to the Association's UC Division Director with copies to the Association's Northern, and Southern, CA UC Division Leads.
 - c. If either party elects to reopen as aforementioned, then those reopener negotiations will be subject to HEERA's statutory impasse procedures. Upon completion of those impasse procedures, if the parties are unable to reach agreement, then notwithstanding the No Strikes clause in the Agreement, the Association 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 reopen, bargaining shall begin no later than 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

Date

9-21-18

For the California Nurses Association

9/21/18 Date