

For UC


1A
For AFT


5 Feb 2016

ARTICLE 11 BENEFITS

A. GENERAL CONDITIONS

1. Eligible NSF 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 covered by alternative retirement plans are subject to the provisions of those retirement plans.
3. NSF shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction. [Moved from A.6. CCL]
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;
 - 2) alterations in the University policy regarding mandatory retirement age affecting NSF. 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;

~~5) in calendar year 2014, both: (i) a general range adjustment does not issue pursuant to Article 21, Section D.1.; and (ii) a systemwide salary program is implemented affecting both non-represented academics and Senate Faculty, but excludes NSF. In such case, the University agrees to meet and confer with respect to wages and employee rates of contribution for health and welfare benefits for calendar year 2015 in accordance with the specific provisions outlined in Article 40 – Duration addressing conditional reopening negotiations.~~

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.34.b., the University may implement the proposed changes for NSF.

~~4. Effective July 1, 2013:~~

~~a. All unit employees in the 1976 Tier shall increase their UGRP contribution rate by 1.5% for a total contribution rate of 6.5% of covered compensation (minus \$19) per month.~~

~~b. 2013 Post-Employment Benefit Changes~~

~~1) Changes to post-employment benefits, including implementation of the 2013 Tier in UGRP and changes to the retiree health benefit program, as adopted by The Regents in December 2010 and clarified in May 2012, shall apply to unit employees effective July 1, 2013 on the same terms and conditions as applied to non-represented academic staff. (See Appendix I for details).~~

~~2) All unit employees in the 2013 Tier shall contribute toward their UGRP at the rate of 7% of covered compensation towards their pension.~~

~~3) The Side Letter discussing the terms of the amendment to the break-in-service rule for certain NSF with continuing~~

~~appointments can be found in “Side Letter – Special Break In Service Provisions”.~~

B. ~~Effective July 1, 2014~~ UNIVERSITY OF CALIFORNIA RETIREMENT PLAN (UCRP)

1. Employee Contribution Rates

- a. All unit employees that are members of the 1976 Tier shall ~~increase their UCRP contribution rate by 1.5% for a total contribution~~ **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 ~~continue to contribute at the rate of 7% of covered compensation towards their pension.~~
 - c. **All unit employees that are members of the 2016 Tier shall contribute at the same rate as the 2013 Tier.**
2. **If a 1/9 or 1/10 Academic Year NSF becomes UCRP eligible, based on his/her 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

1. Benefits Bridge

NSF 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 appointments if they satisfy the following conditions:

- a. **The first day prior to the commencement of the Benefit Bridge Period, the NSF is a member of a University Group Insurance Plan;**
- b. **The NSF has a written commitment for reemployment in the bargaining unit at the end of the Bridge Period;**

- c. The NSF 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.

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.

2. NSF 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.
3. 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 in Appendix B. More information can be found in general University benefits publications and individual summary plan descriptions. 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. ~~NSF in an ineligible class are excluded from coverage, regardless of appointment percent and average regular paid time.~~ For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

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.

D. 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 contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding University-wide benefits.

E. LOCAL BENEFITS

Except as provided above regarding housing programs, NSF 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 eligible for these benefits to the same extent as they apply to other eligible faculty, including Senate Faculty at the same campus.

