

T TA = Athena Kamenogio
TTA = [Signature]
UC-AFT 6:58 10/23/13

ARTICLE 9 PROFESSIONAL CONCERNS, MEETINGS AND PROGRAMS

- A. All NSF are eligible to apply for professional leaves in accordance with other leaves with or without pay. NSF may be granted leave to attend professional meetings and programs. In each case payment of fees, payment of related costs, and pay status are at the sole discretion of the University.
- B. When a leave has been granted pursuant to this Article, the University will notify the NSF in writing of the period of the leave, the pay status of the NSF during the leave, and which fees or related costs, if any, will be paid.
- C. When the University requires attendance at a professional meeting or program, the University will notify the NSF in writing and will pay the fees and related costs. Programs which are suggested or recommended, but not required, are not "required" within the meaning of this Article.
- D. During the period of leave, the NSF shall be responsible for the submission of any course reports, etc. required during the period of the leave. The NSF, whenever possible, agrees to consult with and assist the University in securing a replacement.

E. COMMITTEES

- 1. In an effort to encourage and facilitate unit member participation on University and/or Academic Senate committees, the Union hereby authorizes its members to participate in any and all Academic Senate committees and hereby specifically agrees not to accuse or charge the University with violations of HEERA in relation to said participation. This express waiver does not waive or modify in any way the Union's right to meet and confer with the University.
- 2. In the event either the University or the Union seeks to pursue unit member participation on University committees dealing with terms and conditions of employment the parties will meet and discuss such participation on a case-by-case basis. In the event no agreement is reached, the Union retains all of its rights under HEERA.

F. PROFESSIONAL DEVELOPMENT FUND POOL

Campuses will establish a Professional Development Fund Pool dedicated to providing support for professional development of NSF. This Development Fund and program is separate from the program referenced in Article 8. This

Professional Development Fund Pool will be established and administered as follows:

1. The Professional Development Fund Pool will be funded annually, and each campus will allocate ~~\$200435~~ per NSF Full Time Equivalent (FTE), based on the October 1, ~~20122002~~ FTE count. The University shall place these funds in a special campus account for this purpose no later than October 1, ~~20132003~~ or the first day of the month following ratification of this MOU, whichever comes later. This allocation is a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University.
 2. Individual NSF will be eligible to submit requests for funding to support proposals for professional development, including but not limited to professional meetings, training seminars, software, and paid leave, all of which should be in support of pedagogical endeavors. Only those NSF with continuing appointments will be eligible to submit requests for paid leave.
 3. The University will establish on each campus a NSF Council on Professional Development. The Council shall be comprised of five (5) NSF. The appropriate University official will appoint the Council members from a list of nominations provided by the UC-AFT. The Council shall develop guidelines and procedures in accordance with campus protocol for awarding professional development funds. The Council will review applications and make recommendations to the appropriate University official.
 4. NSF participation on the committee is voluntary.
 5. In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review or modify the University's decisions whether or not to provide funds to a particular NSF for professional development.
- G.** The same University policies that apply to all faculty, including Senate Faculty, in the areas of intellectual property and distance education shall apply to NSF.

ok w/ UC-AFT

TIA- Athena Buenconsejo
Oct. 23, 2013

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OFFICE OF THE VICE PRESIDENT
HUMAN RESOURCES

OFFICE OF THE PRESIDENT
300 Lakeside Drive, 12th Floor
Oakland, CA 94612-3550

Agreement

Sent via Electronic and US Mail

July 9, 2013

Mr. Bob Samuels
President, UC-AFT
415 W. Gutierrez #15
Santa Barbara, CA 93101

The University and the UC-AFT-IX Unit agree that employees hired, or current employees who become UCRP eligible, on or after July 1, 2013 are not due refunds relating to the difference between the contribution rates for employees hired prior to July 1st, 2013 (4.5%) and 7% as discussed in the instant July 9, 2013 letter. The parties have reached complete agreement on the re-opener issues and thus have settled the issue of pension contributions and the new tier.

Maria Elena Cortez
Executive Director, UC-AFT
6043 W. 76th Street
Los Angeles, CA 90045

Re: Post Employment Benefits

Dear Maria Elena and Bob:

As you know, in December 2010, the UC Board of Regents adopted several changes regarding UC's post employment benefits ("PEB"). These changes included closing the current pension tier to new employees effective July 1, 2013 and adopting a new tier of pension benefits for employees hired on or after July 1, 2013 that includes an employee contribution of 7 percent. We have been negotiating over these reforms (or possible alternatives to these PEB changes) for quite some time now, but these issues remain outstanding.

As a result and while negotiations continue, UC-AFT IX-represented employees that are hired, or current employees who become UCRP eligible, on or after July 1st, 2013 will have 7 percent deducted from their pay to go toward the cost of their pension benefits while the University and the UC-AFT continue to bargain over the new pension benefits and other elements of PEB. The 7% deduction for such employees is necessary because our current payroll system cannot process two separate deduction dates within the same bargaining unit based on the employee's date of hire. Until the bargaining process is concluded, the University will calculate the difference between the contribution employees hired prior to July 1st are currently paying (6.5%) and 7% and refund such amount to the employee. As you know, it is the University's position that all employees hired on or after July 1, 2013 contribute 7% to the UCRP. In any event, the University remains committed to bargaining in good faith over PEB, and the final changes to retirement benefits that will apply to UC-AFT IX-represented employees hired on or after July 1, 2013 will faithfully reflect the outcome of our negotiations.

AthenaBuenconsejo
AC

Sincerely,
Athena Buenconsejo
Athena Buenconsejo
Associate Director - Labor Relations

[Signature]
AFT

Cc: Director Chester
Manager Donnelley
UC Bargaining Team
UC Labor Relations Managers