ARTICLE 11 - BENEFITS

A. GENERAL CONDITIONS

1. Eligible Unit 18 faculty may participate in the retirement, medical, dental, and ***all*** other benefit programs to the same extent as other eligible faculty, including Senate Faculty, at the University.

2. ***When a Unit 18 faculty member is appointed, the Period of Initial Eligibility for benefits shall end no later than 31 days after the Unit 18 faculty member gains access to UC Path or 31 days after the initial hire date, whichever is later.***

3. Unit 18 faculty covered by alternative retirement plans are subject to the provisions of those retirement plans.

4. 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***, subject to the provisions of Section C.2***.

5. 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 Unit 18 faculty 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~~ ***Union*** prior to implementation if any ~~of the following circumstances are met:~~ ***proposed alterations affect any Unit 18 faculty.***

1. ~~proposed alterations that affect only Unit 18 faculty;~~

2. ~~alterations in the University policy regarding mandatory retirement age affecting 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.6.b., the University may implement the proposed changes for Unit 18 faculty.

6. ***Upon request by a Unit 18 faculty member, the University will provide 1-on-1 advising about University and local benefits, separate from new employee orientation.***

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 member becomes UCRP eligible, based on their 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 Unit 18 faculty member will receive accelerated UCRP Service Credit, in accordance with UCRP Plan Regulations.

4. ***Effective July 1st, 2027, no Unit 18 faculty member shall be required to contribute to the Defined Compensation Plan pre-tax account as Safe Harbor participants, and therefore, Unit 18 faculty members at all appointment percentages and durations of employment shall be eligible for Social Security.***

C. HEALTH AND WELFARE

1. 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.

2. ***Employee contributions towards health plan premiums for the bargaining unit shall not increase during the life of this contract.***

3. ~~Employee Contribution Rates~~ ***Benefits Bridge***

a. 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 Unit 18 faculty appointments if they satisfy the following conditions:

1. The first day prior to the commencement of the Benefit Bridge Period, the Unit 18 faculty member is a member of a University Group Insurance Plan;

2. The Unit 18 faculty member has a written commitment for reemployment ***at any percentage*** in the bargaining unit at the end of the Bridge Period, ***or is currently undergoing a Continuing promotion review***; ***and***

~~3. The Unit 18 faculty member pays the regular Group Plan Rate for the entire gross benefits premiums (employee plus UC cost); and~~

3. Such payment shall be paid in advance each month, directly to the UCPath Finance Office.

b. The standard benefits eligibility rules shall apply during the Benefit Bridge.

c. If the Unit 18 faculty member's appointment percentage immediately preceding the Benefits Bridge Period, when averaged over the full academic or fiscal year, is at least fifty percent (50%), then the Unit 18 faculty member shall continue to pay the employee portion of their premiums and the University shall continue to pay the employer portion.

4. The University shall reimburse any additional costs or loss of income incurred by a Unit 18 faculty member resulting from loss of benefits.

a. Such reimbursement shall occur within 30 days of notification to the University of such costs.

b. When such reimbursement does not occur within 30 days, the University will pay a penalty of 1% daily interest compounded daily for each additional day the Unit 18 faculty member goes without receiving reimbursement.

c. Reimbursement shall be made for costs or loss of income due to loss of benefits for any of the following reasons:

1. Loss of benefits between appointments;

2. Loss of benefits during changes to appointment status; or

3. *Loss of benefits due to late appointment letters.*

5. 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.

6. ***A Unit 18 faculty member who is eligible for health insurance coverage may waive health insurance coverage and receive fifty percent (50%) of the value of the least expensive single plan offered. The Unit 18 faculty member must provide evidence of alternate health care coverage to receive the payment.***

D. *SUMMER SESSION*

1. Unit 18 faculty who teach in Summer Session shall not be disadvantaged with respect to eligibility for health and welfare benefits.

2. ***Summer Session salary shall be eligible for retirement and Social Security, unless this would disadvantage an individual Unit 18 faculty member.***

E. *MOVING EXPENSES*

A Unit 18 faculty member shall be reimbursed up to $3,000 for moving expenses when they:

1. ***Move fifty (50) or more miles to begin an initial appointment; or***

2. ***Begin an appointment at a different campus.***

F. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of University benefits can be found at:

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

~~G. 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.~~

H. ~~MEETINGS~~ ***JOINT BENEFITS COMMITTEE***

~~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/Unit 18 faculty contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding University-wide benefits.~~
The University and UC-AFT shall establish a Joint Benefits Committee (JBC) to review benefits available to Unit 18 faculty members and recommend improvements or changes.

1. ***Composition: Each party shall select two (2) members to serve on the JBC. With mutual agreement, the parties may have additional representatives on the JBC. UC-AFT representatives shall be granted one (1) IWC of course release for each quarter/semester of service on the JBC.***

2. ***Meetings: The JBC shall meet at least quarterly, unless both parties agree to hold less frequent meetings.***

3. ***JBC activities will include:***

    a. ***Reviewing current procedures utilized by the University in its annual renewal process for benefits plans;***

b. ***Reviewing reports of complaints or programs issues from the prior calendar year and recommending methods of and means to resolve them;***

c. ***Discussing goals and trends for renewal for the upcoming plan year;***

d. ***Discussing and recommending agreed-upon improvements;***

e. ***Providing agreed-upon reports of the JBC meetings for Union and University leadership on an agreed-upon schedule; and***

f. ***Other agreed-upon activities.***

4. ***Additionally, the JBC may:***

a. ***Review and discuss Requests for Renewals during April and May;***

b. ***Jointly meet with University consultants during April and May;***

c. ***Jointly provide recommendations to University consultants during April and May; and***

d. ***Review recommendations for program renewals during June through August.***

5. ***Sharing of Information:***
The Union and the University agree that they will each provide each other relevant and necessary information related to the University's decisions about benefits offerings and costs. Information shall be provided within thirty (30) days of request. The University will share information with the Union to allow the Union the opportunity to ensure the proper calculation of premiums and the application of relevant health care regulations. Both parties understand and agree that some of this material contains information that is not available to the public and therefore the parties agree to enter into appropriate confidentiality agreements covering this information. With regard to proprietary information, the parties agree that each will contact the third party whose information it is and ask that, subject to a confidentiality agreement, the proprietary information be shared with

the Union or the University. Both the Union and the University retain the right to refuse to provide certain relevant and necessary information based on defenses available under HEERA. Among the information the parties agree to share are:

a. ***Cost for Plan Design Changes including aggregate increased cost to the University;***

b. ***Goals/Trends information;***

c. ***Utilization reports, including the following information, when and if available from each of the health plan carriers:***

    1. ***Demographics including geographic distribution, average membership for Unit 18 faculty members and eligible family members;***

    2. ***Utilization data for each of the health plans;***

    3. ***Pharmacy utilization data for each of the health plans; and***

    4. ***High claims information for each of the health plans.***

d. ***All information will be provided in aggregate numbers.***

I. LOCAL BENEFITS

1. ~~Except as provided above regarding housing programs,~~ 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, ***housing,*** parking, child care, etc. ***This eligibility shall extend to any benefits arranged by departments/programs.***

2. ***Eligibility for and access to such benefits, programs, and resources shall not be denied or limited on the basis of appointment in a Unit 18 title rather than a Senate faculty title. Where availability is limited, Unit 18 faculty shall receive the same priority and consideration as Senate Faculty.***

3. 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 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.

4. The University shall provide written notice of any proposed alterations that affect Unit 18 faculty at least thirty (30) calendar days prior to implementation, and shall meet and confer with the AFT prior to implementation.