

ARTICLE 4-B
UNIVERSITY ~~RETIREMENT~~ BENEFITS AND SAVINGS PLANS

A. GENERAL CONDITIONS

1. Retirement and Savings Plans

The University maintains several retirement and savings plans for eligible University employees. As of ~~September 1, 2006~~ (new date), such plans include but are not limited to the UC Retirement Plan (UCRP), Tax-Deferred 403(b) Plan, Defined Contribution Plan (DC Plan) and 457(b) Deferred Compensation Plan, which collectively constitute the University of California Retirement System (UCRS). The University may, at its option, during the term of this Agreement, alter any of the UCRS plans. Such alterations include but are not limited to altering eligibility criteria, altering or deleting current benefits, and altering employee and University rates of contribution. The University may also establish new retirement and/or savings plans, amend and/or terminate the existing UCRS plans, to the extent permitted by law and consistent with the plan terms, and establish new retirement and/or savings plans for the UCRS. In the event the University makes such alterations, the changes will apply to employees eligible to participate in the UCRS plans within the unit in the same manner as they apply to eligible ~~Safety non-represented~~ employees at the University. The sole exceptions shall be: 1) any alterations proposed by the University that affect only this bargaining unit and 2) any alterations proposed by the University which reduce the UCRS retirement benefits of bargaining unit employees.

~~2. Effective with this Agreement and through 2008, the amount and timing of employee contributions, if any, to the UC Retirement Plan will be the same as those paid by Safety employees at the University.~~

~~It is anticipated that mandatory contributions to the UCRP will be restarted for Active Members in 2008 and that the amount of each Active Member's contribution to UCRP will be calculated by the same formula currently used to determine the mandatory contribution to the DCP that UCRP eligible employees have been making in lieu of contributions to the UCRP. When such contributions are made to the UCRP, contributions to the DCP will no longer be required. UCRP eligible employees will see no loss in take-home pay as a result of these changes.~~

~~3. Re-opener bargaining regarding changes to employee contributions beyond 2008, if any, will begin in March 2008, in accordance with Article 9 Duration of Agreement.~~

~~4.2. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 4-B - University Retirement and Savings Plans, preserve the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.~~

B.B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Military Leave

An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive those benefits related to employment that are granted in the University's Military Leave policy and its related documents (see Appendix D).

2. Leaves Of Absence Without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section B.2.c, below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
- b. Except as provided in Section B.2.c, below, an eligible employee on approved leave without pay may, in accordance with the benefit documents, rules and regulations, elect to continue University-sponsored benefits for the period of time specified in the benefit documents, rules and regulations.
- c. An employee on an approved Family Care and/or Medical Leave (FMLA) shall continue to be eligible for retirement benefits in accordance with the provisions of the applicable group insurance and retirement system regulations.

C. ENUMERATION OF UNIVERSITY RETIREMENT AND SAVINGS PLANS

For informational purposes only, a brief outline of retirement and savings plans in effect on the date the Agreement is signed is found in Appendix C. IAFF understands and agrees that the descriptions contained in Appendix C do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to IAFF.

Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification 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.

D. REDUCED FEE ENROLLMENTS

An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirement system to which the University

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contributes, and who meets the admission requirements of the University, is eligible for two-thirds (2/3) reduction of both the University registration fee and the University educational fee as described below. An individual so registered is ineligible for the services and facilities of the counseling centers, gymnasias, or student health services, other than those to which the retired employee may be otherwise entitled.

1. For an employee on the quarter system, the reduced fee limit is nine (9) units or three (3) regular session University courses per quarter, whichever is greater.
2. For an employee on the semester system, the reduced fee limit is six (6) units or two (2) regular session University courses, whichever is greater.

ARTICLE 6
COMPENSATION for 2008-09 and 2009-10

A. 2008-09 RANGE ADJUSTMENT

The University will provide no range adjustment or individual increases for fiscal year 2008-09.

B. 2009-10 RANGE ADJUSTMENT

1. Effective October 1, 2009, the University will increase the salary ranges of the classifications by 1%, subject to the conditional reopener set forth in B.2, below. The salary range adjustments may vary slightly due to rounding.
2. If the funding provided by the State is not at least 1% above the base budget of the prior year, the University shall have the right to re-open the Compensation Article for purposes of negotiating over range adjustments, if any, for FY 2009-10. In that event, any range adjustment shall be subject to negotiations.
3. In the event the University opts not to re-open, the range adjustments shall be governed by paragraph B.1 above.

C. ELIGIBILITY

To be eligible for increases as specified in this Article, employees must be in the bargaining unit on the date the increase is processed.

D. ORDER OF INCREASES

If more than one (1) salary adjustment takes place on the same date, actions occur in the following order:

1. Salary range adjustment;
2. Across-the-board increases, if any;
3. Merit Increases, if any;
4. Increases resulting from promotion or reclassification.

E. OTHER INCREASES

By mutual agreement, the University may increase, during the term of this Agreement, salary rates or ranges, shift differentials, on-call rates and/or extend the coverage of such rates, for selected individuals and/or classifications at selected locations.

F. AWARD PROGRAMS

The University retains the right to continue, modify or abolish campus award programs. Award Programs, if any, for members of the bargaining unit may be implemented according to local procedures. Award programs, if any, are available to employees in the unit, as they are also available to other eligible employees.

G. CERTIFICATION PAY

UCSC - Hazmat – Those in Fire Fighter titles who voluntarily become certified as California Hazardous Materials Technicians and who are assigned Hazmat duties as a part of the Santa Cruz Hazardous Materials Interagency Team (SCHMIT) shall receive a stipend of five percent (5%) of her/his current step.

UCSC – Paramedic – Those in Fire Fighter titles who are accredited as a paramedic and who are assigned paramedic Fire Fighter duties shall receive a stipend of ten percent (10%) of her/his current step.

UCD – Hazmat – Those in Fire Fighter titles who become certified as California Hazardous Materials Technicians or Specialists and who are assigned Hazmat duties shall receive a stipend of five percent (5%) of her/his current step.

UCD – DCFM – Those in Fire Fighter titles who are certified and assigned Designated Campus Fire Marshall job duties shall receive a stipend of five percent (5%) of her/his current step.

UCD – OSHPD - Fire Captains who are certified and assigned Office of Statewide Health Planning and Development (OSHPD) related job duties shall receive a stipend of five percent (5%) her/his current step.

If a Fire Fighter at either location is eligible for multiple certification payments, the Fire Fighter shall only be eligible to receive a maximum of fifteen percent (15%) in certification stipends.

H. The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article 10 - Grievance Procedure, or Article 3 - Arbitration Procedure, of this Agreement.