

TENTATIVE AGREEMENT

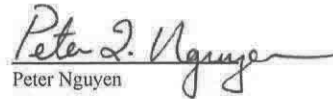
11-13-2022

*UC-UAW Successor Bargaining
Postdoctoral Scholars (PX)
Article 3 – Benefits
UC Proposal 4
September 27, 2022
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For the University


NADINE B. FISHER

11-13-2022


Peter Nguyen

ARTICLE 3 BENEFITS

A. GENERAL CONDITIONS

1. Postdoctoral Scholars are eligible to participate in the Postdoctoral Scholar Benefit Plans which include medical, dental, vision, life, AD&D, short term disability, and voluntary long term disability.
2. Postdoctoral Scholar Employees (3252) are required to contribute to the University of California Defined Contribution Plan (DCP) as Safe Harbor participants, and may make voluntary contributions to any of the University of California Retirement Savings Program plans.
3. The University shall continue the current Postdoctoral Scholar Benefit plans, premiums, assessments and fees listed in this Article with modification only as enumerated in this Article or Appendix A, unless aspects of the plan design are changed by the plan carrier. The University shall consult with the union and secure agreement on changes to the plan design.
4. As a condition of appointment, Postdoctoral Scholars must have adequate health insurance coverage for the duration of their appointment.
5. Postdoctoral Scholars are automatically enrolled in the Life, AD&D, and Short Term Disability programs. The University provides these coverages at no cost to Postdoctoral Scholars. In addition, the University shall pay the Workers Compensation Assessment and the Benefit Broker Fee for all Postdoctoral Scholars.

B. HEALTH BENEFITS

1. The Postdoctoral Scholar Health and Welfare Plans provide an annual open enrollment period during which eligible Postdoctoral Scholars may elect to change specific plan or coverage options. Open enrollment provides an opportunity for Postdoctoral Scholars to choose among plans due to changes in circumstances of the Postdoctoral Scholars or changes in the coverage and costs of available plans, which may change from year to year.
2. The costs to plans for which the University does not contribute are to be paid by Postdoctoral Scholars. It is the Postdoctoral Scholar's responsibility to ensure timely payment of health benefit premiums. The University is not responsible for benefits cancellation due to premium non-payment.
3. Postdoctoral Scholars shall continue to have access, if any, to campus health facilities under the same terms provided to other campus employees.

4. Effective January ~~2017~~2024, Postdoctoral Scholars shall contribute a portion of the premium as follows:

	HMO	PPO
Coverage Level	Postdoctoral Scholar	Postdoctoral Scholar
Postdoctoral Scholar	2%	4% \$20
Postdoctoral Scholar + Partner	<u>2%</u>	4% \$40
Postdoctoral Scholar + Child(ren)	2%	4% \$40
Postdoctoral Scholar Family	<u>2%</u>	4% \$60

5. The University will provide written notice in the appointment letter (included in Appendix A to the appointment letter) for Postdoctoral Scholar Fellows (3253s) with individual fellowship grants that the University may deduct the cost of health benefits from the grant(s). Similarly, the University will provide written notice in the appointment letter (included in Appendix A to the appointment letter) for Postdoctoral Scholar Paid Directs (3254s), that the University may deduct health benefits costs from funding provided to the University, or the University may bill the Postdoctoral Scholar if health benefit funding is provided to the Postdoctoral Scholar directly.
6. The University will also provide written notice to Postdoctoral Scholar Fellows (3253s) of its intent to deduct the cost of health benefits from the grant(s) or to Postdoctoral Scholar Paid Directs (3254s) of its intent to deduct health benefits costs from funding provided to the University or its intent to charge the Postdoctoral

Scholar, consistent with the health benefits allowance set forth in the grant(s), and the basis for such action. The University will provide such notice to a Postdoctoral Scholar Fellow (3253) no later than the date of the deduction. The University will provide such notice to a Postdoctoral Scholar Paid Direct (3254) no later than the date of the deduction, or no later than **thirty** (30) days prior to charging for health benefit costs. As part of the above, Postdoctoral Scholars shall be given notice of their right to request and receive a copy of the budget for their fellowship from their Principal Investigator and/or Research Administrator. Nothing in this paragraph prohibits the University from taking retroactive deductions.

C. RETIREMENT BENEFITS

1. Postdoctoral Scholar Employees (3252), as Safe Harbor participants contribute 7.5% of gross salary to the University of California Defined Contribution Plan in lieu of Social Security taxes, and are not eligible for membership in the University of California Retirement Plan (UCRP). In addition, Postdoctoral Scholars pay Medicare taxes. Postdoctoral Scholars may elect to make voluntary contributions to any of the Retirement Savings Program plans.
2. **PRIOR UCRP SERVICE**

Postdoctoral Scholars who held UCRP-eligible positions without a break in service immediately prior to Postdoctoral Scholar – Employee (3252) appointments retain eligibility to participate in UCRP in accordance with UCRP Plan Documents and Regulations.
3. When the University increases contributions to the UCRP, Postdoctoral Scholars shall contribute to the UCRP at the same time and in the same amount as other eligible represented academic employees.

D. DEATH BENEFIT

Upon the death of a Postdoctoral Scholar who has completed at least six continuous months on pay status at 50 percent time or more without a break in service prior to death, a sum equal to the salary of the deceased for one month shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children; parent or parents; or siblings.

If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. This benefit is in addition to vacation, salary, or other monies due the Postdoctoral Scholar.

E. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix A. The UAW and the University understand and agree that the descriptions contained in Appendix A do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UAW.
2. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts. Postdoctoral Scholars may obtain detailed information by contacting <http://clients.garnett-powers.com/pd/uc/>

F. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. **Temporary Layoff/Temporary Reduction In Time** - Health plan contributions by the University will be provided for unit Postdoctoral Scholars, in accordance with Section A, above, when the Postdoctoral Scholar is affected by the following conditions lasting up to 4 months: a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health benefits to remain in force, Postdoctoral Scholars on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations.
2. **Military Leave** - An eligible Postdoctoral Scholar 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.
3. **Leaves Of Absence Without Pay**
 - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.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 3.c, below, an eligible Postdoctoral Scholar 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. A Postdoctoral Scholar on an approved Family Medical Leave shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any **twelve** (12)-month period. However, a Postdoctoral Scholar who exhausts her entitlement to health benefit coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional **twelve** (12)

workweeks of health benefit coverage under the California Family Rights Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

G. OPEN ENROLLMENT

Open Enrollment for Postdoctoral Scholars shall **typically** be held in October-November.

H. JOINT HEALTH CARE COMMITTEE (JHCC)

1. Purpose: The primary purpose of the JHCC is to review the Postdoctoral Scholar Benefits Plan and to make recommendations for improvements or changes.
2. Composition: Each party shall select **two** (2) members to serve on the JHCC. With mutual agreement, the parties may have additional representatives on the JHCC.
3. Meetings: The JHCC shall meet at least quarterly, or more frequently if needed.
4. JHCC Activities will include:
 - a. Review current procedures utilized by University in its annual renewal process for the Postdoctoral Scholar Benefits Plan;
 - b. Review reports of complaints or programs issues from the prior calendar year and recommend methods of and means to resolve them;
 - c. Discuss goals and trends for renewal for the upcoming plan year;
 - d. Discuss and recommend agreed upon improvements as needed;
 - e. Provide agreed upon reports of the JHCC meetings for Union and University leadership on an agreed-upon schedule; and
 - f. Other agreed-upon activities.
5. Additionally, the JHCC 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 ~~and July~~ **through August.**

6. 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. 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 will include the following information, when and if available from each of the health plan carriers:
 - 1) Demographics including geographic distribution, average membership for Postdoctoral Scholars and eligible family members;
 - 2) Utilization data for each of the Postdoctoral Scholar health plans;
 - 3) Pharmacy utilization data for each of the Postdoctoral Scholar health plans;
 - 4) High claims information for each of the Postdoctoral Scholar health plans;
7. All information will be provided in aggregate numbers.

Tentative Agreement
For the Union: 11/17/2022