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STATE OF CALIFORNIA

PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 03/17/2025

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES If so, Case No _____ NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

- a. Full name: University Professional and Technical Employees, CWA Local 9119
- b. Mailing Address: 1999 Harrison Street, Suite 2700, Oakland, CA 94612
- c. Telephone number: (510) 272-0169
- d. Name and title of agent to contact: Arthur Liou, Attorney E-mail Address: aliou@leonardcarder.com
Telephone number: (510) 272-0169 Fax No.:
- e. Bargaining Unit(s) involved: HX, RX, and TX

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

- a. Full name: Regents of the University of California
- b. Mailing Address: 1111 Franklin St 8th Floor, Oakland, CA 94607
- c. Telephone number: (510) 987-9800
- d. Name and title of agent to contact: Allison Woodall, Deputy General Counsel E-mail Address: Allison.Woodall@ucop.edu
Telephone number: (510) 987-9800 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

- a. Full name:
- b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

- a. Full name:
- b. Mailing Address:
- c. Agent:

5. GRIEVANCE PROCEDURE

¹An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

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Yes No Unknown

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:
Government Code section 3571, subdivisions (b) and (c)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge:***)

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See attached

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Arthur Liou
(Type or Print Name)

/s/ Arthur Liou
(Signature)

03/17/2025
Date



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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

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IS THIS AN AMENDED CHARGE? YES If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name:
b. Mailing address:
c. Telephone number:
d. Name and title of person filing charge: E-mail Address:
Telephone number:
e. Bargaining unit(s) involved:

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION EMPLOYER

a. Full name:
b. Mailing address:
c. Telephone number:
d. Name and title of agent to contact: E-mail Address:
Telephone number:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:
b. Mailing address:
c. Agent:

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5. GRIEVANCE PROCEDURE

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes No Unknown

6. STATEMENT OF CHARGE

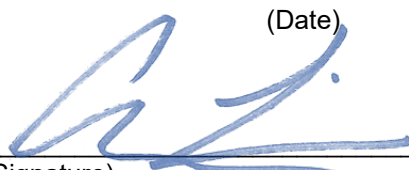
- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
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 - Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
 - Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
 - Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
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 - The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
 - Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
 - Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Unknown
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on _____ (Date)

at _____ (City and State)

(Type or Print Name and Title, if any)


(Signature)

Mailing Address:

E-Mail Address:

Telephone Number:

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of _____,
State of _____. I am over the age of 18 years. The name and address of my
Residence or business is _____

On _____, I served the _____
(Date) (Description of document(s))

_____ in Case No. _____
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

placing a true copy thereof enclosed in a sealed envelope for collection and
delivery by the United States Postal Service or private delivery service following
ordinary business practices with postage or other costs prepaid;

personal delivery;

electronic service - I served a copy of the above-listed document(s) by
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service
address(es) listed below on the date indicated. *(May be used only if the party
being served has filed and served a notice consenting to electronic service or has
electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct and that this declaration was executed on _____,
(Date)
at _____
(City) (State)

(Type or print name)


(Signature)

ATTACHMENT TO UNFAIR PRACTICE CHARGE

This unfair practice charge involves two areas of significant concern for University Professional and Technical Employees CWA Local 9119 (UPTE): the Regents of the University of California's (UC or the University) refusal to bargain over wages for several hundred employees in positions newly accreted into UPTE's bargaining units and its unilateral changes to health insurance costs. UPTE has already filed a bad-faith bargaining charge against UC because of earlier unlawful conduct, and protested the University's actions with a two-day strike at UC San Francisco. However, instead of correcting its actions, the University has doubled down on its prior unfair practices, making a bad situation worse.

First, over many years, the University has created more and more new classifications that share a community of interest with existing UPTE bargaining units but placed them outside of UPTE's units, gradually eroding the union's natural growth over time. UPTE has accreted some of these titles into its units but now faces a unique threat to its ability to organize unrepresented classifications, because of UC's refusal to bargain over their wages in contract negotiations.

In Unfair Practice Charge No. SF-CE-1479-H UPTE described how UC engaged in piecemeal bargaining when, in October 2024, UC refused to bargain over wages for recently accreted titles and refused to address UPTE's staffing proposal for Behavioral Health Counselor (BHC) titles, which joined UPTE's Healthcare Professionals bargaining unit in 2021. Since that time, however, UC has now taken the position that it also will not negotiate over wages for Research and Development Engineers (RDEs) in successor bargaining, even though no accretion bargaining had started for these classifications. This is further piecemeal bargaining that also constitutes an independent per se refusal to bargain in violation of Government Code section 3571, subdivisions (b) and (c).

Second, as also described in Unfair Practice Charge No. SF-CE-1479-H, UC announced unilateral changes to health insurance premiums, copays, and specialty drug costs, but now it has unilaterally increased healthcare premiums for UPTE-represented workers in a new different way. After its initial announcement of premium increases, UC seemed to walk back its announcement by saying that premiums would remain unchanged for UPTE-represented workers "until the parties complete negotiations," but effective January 2025, UC moved hundreds of union members into new "pay bands" based on their prior year's salary, in comes cases increasing health insurance premiums by more than double, even during the status quo period. Although the waiver in UPTE's collective bargaining agreements that allow UC to make these adjustments has expired, UC has illegally increased health insurance premiums anyway, demonstrating again its bad faith and constituting another per se violation of the obligation to bargain.

While UC's new conduct is similar to that in Unfair Practice Charge No. SF-CE-1479-H, UPTE is filing this as a separate unfair practice charge because these events have arisen since UPTE filed its prior charge and constitute independent unfair practices. However, given the close relationship between the events in the prior charge and this one, UPTE requests that the two be consolidated for processing at all levels.

FACTS

UPTE represents approximately 19,200 employees within the University of California system. The University and UPTE were parties to a collective bargaining agreement (CBA) covering the Healthcare Professionals (HX) bargaining unit, which expired on September 30, 2024, and CBAs covering the Technical (TX) and Research (RX) bargaining units, which expired on October 31, 2024.

I. In response to the proliferation of new job classifications that perform similar work to UPTE members, the union has accreted multiple titles into its units over the past several years

UPTE was recognized as the exclusive representative for the HX bargaining unit in 1997 and for the TX unit in 1994 and the RX unit in 1996. Over the decades, UC has created multiple new unrepresented classifications in positions similar to those in UPTE's bargaining units, ultimately encompassing hundreds, if not thousands, of positions outside UPTE's units. For example, UPTE has for multiple decades represented social worker and psychologist titles, and in 2017 accreted Counseling Psychologists 1-3 and Senior Counseling Psychologists into the HX unit. But in the course of bargaining for Counseling Psychologists, UPTE learned that UC had also created Behavioral Health Counselor and Behavioral Health Psychiatric Professional titles to perform similar functions of providing counseling and psychological services for students and patients. As a result, UPTE also successfully petitioned PERB to add those classifications to its HX unit in 2021.

Similarly, UPTE has represented technical titles that assist with audio-visual and information technology needs, such as Electronics Technicians, Producer Directors, Senior Producer Directors, Technology Support Analysts, Business Technology Support Analysts, Television Technicians, and Recording Technicians. But at some point in the recent past, UC created a new title, Education Technology Specialists (ETS), that performed highly similar duties to these existing UPTE TX classifications, and even began moving existing UPTE workers into these titles without any changes in their job duties. After again filing a unit modification petition, UPTE successfully had ETS titles added to the TX unit in 2023.

Given this proliferation of new unrepresented classifications performing similar, if not the same work, UPTE has accreted multiple positions into its units through unit modification petitions over the past several years. These include:

- 2021:
 - o Behavioral Health Counselor (BHC) 1-4
 - o Behavioral Health Psychiatric Professional (BHPP) 1-4
- 2022:
 - o Optometrist, Optometrist 3-4, Optometrist EX, Optometrist SR
- 2023:
 - o Counseling Psychologist 4
 - o Education Technology Specialist 3-4
 - o Pharmacist 5
 - o Museum Educator
 - o Dietitian Specialist 4

- 2024:
 - o Research and Development Engineers 1-3

These accretions happened while the parties were still covered by an unexpired contract, and before the parties began bargaining for a successor agreement. As a result, recent accretion bargaining has been a drawn-out process, as UC has had no incentive to make movement—to the contrary, UC has aimed to slow down bargaining as much as possible so that it can keep things the way they are and to send a message that organizing with UPTE is an exercise in futility.

UPTE has filed multiple unfair practice charges relating to accretion bargaining. This includes unfair practice charges for bad-faith bargaining, unilateral changes, and failures to provide information for BHCs, BHPPs, Optometrists, and Pharmacist 5s, as well as classifications accreted many years ago, like Systems Administrators. (See, e.g., Unfair Practice Charge Nos. SF-CE-1411-H [alleging UC failed to provide information for BHC and BHPP titles relevant to bargaining and failed to provide contact information for BHCs and BHPPs]; SF-CE-1428-H [alleging UC committed unilateral change by failing to apply retirement and healthcare terms of UPTE contract to Optometrists]; SF-CE-1431-H [alleging UC committed unilateral change by failing to apply healthcare terms of UPTE contract to BHCs and BHPPs]; SF-CE-1450-H [alleging UC engaged in surface bargaining, refused to bargain over step placement, failed to provide information, and unilaterally changed pension benefits for Optometrists].)

Throughout this time, the individuals in the newly accreted classifications have not had an agreed-upon wage scale and UC has largely frozen their positions within the existing wage ranges. Yet at the same time, UC has recently converted many existing UPTE positions into these titles, moving individuals from positions with established wage scales to accreted titles. Thus, after approximately 60 Transitional Case Management Prison (TCMP) Social Workers at UC San Diego Health who work under contract in state prisons advocated for reclassification from Clinical Social Worker (CSW) 1 positions into the CSW 2 or CSW 3 titles, UC responded by making them BHC 2s rather than CSW 2s.¹ Similarly, at the UCSD Eating Disorder Clinic and Faculty Practice Psychiatry Department, approximately 30 CSWs were likewise reclassified into BHC or BHPP titles.

II. UC has indicated it will not bargain over wages for RDEs in contract negotiations but will only do so in separate accretion bargaining

The parties began successor negotiations in June 2024. UPTE has proposed wage scales for the accreted titles in successor negotiations, where the new unit members will finally have the same leverage as longstanding union members. But UC explicitly refuses to bargain over pay for accreted titles in contract negotiations, saying it will only do so in separate accretion bargaining, where UC's inaction results in stalemate after stalemate and the accreted groups alone have little influence. As UPTE described in Unfair Practice Charge No. SF-CE-1479-H, on October 3, 2024, UC chief negotiator Kevin Young said in bargaining that UC would not bargain over wages for the accreted titles and would not entertain proposals relating to any accreted groups,

¹ UPTE filed Unfair Practice Charge No. SF-CE-1460-H over the University's unilateral change, direct dealing, and retaliation against the CSWs.

after UPTE presented a staffing proposal for behavioral health positions including BHCs and BHPPs.²

In its response to that unfair practice charge, UC argued that it took this position because accretion bargaining had already started for these titles, and UPTE was trying to supersede prior accretion bargaining tentative agreements. (See University Position Statement in Unfair Practice Charge No. SF-CE-1479-H (filed on Nov. 27, 2024), pp. 6-7 [“When bargaining began, the University was already in the process of accretion bargaining for several recently added titles, including Optometrist, Behavioral Health Counselors, Behavioral Health Professionals, Dietitians, and Pharmacists. Several tentative agreements had already been reached as part of this bargaining, but UPTE took the position that because the parties were now engaged in successor bargaining, it could submit new proposals that would supersede any previous tentative agreement.”].) However, for multiple titles, including Education Technology Specialist, Counseling Psychologist 4, and Museum Educators, the parties had not engaged in any accretion bargaining when successor bargaining commenced, and UPTE passed wage proposals for those titles for the first time in successor contract negotiations. UC has never countered UPTE’s wage proposals for these titles or any other accreted titles, nor made any initial wage proposals for them—rather, UC maintains its position that there must be separate accretion bargaining for the wages for all accreted titles.

More recently, UC position has become even more disconnected from its rationale: UC refuses to bargain over wages for the newly accreted Research and Development Engineers and is insisting that UPTE must bargain over their wages separately from successor bargaining, even though the parties have not engaged in any bargaining at all for the title , which was added to the TX unit in the midst of successor bargaining.

On December 30, 2024, PERB ordered that Research and Development Engineers 1-3 (RDEs)—approximately 450 positions systemwide—be added to UPTE’s TX unit. (Exh. 1.) Not long after, on January 6, UC chief negotiator Kevin Young emailed to propose that the parties bargain over pay steps for accreted titles and engage in mediation for Optometrists, BHCs, and BHPPs. (Exh. 2 [Jan. 6, 2025 email from Kevin Young].) UPTE president Dan Russell responded by pointing out that UPTE had proposed wage scales for accreted titles in bargaining, and UC was refusing to bargain over the wage scales in contract negotiations. (Exh. 2 [Jan. 7 email from Dan Russell].) Russell stated explicitly that UPTE considered this to be piecemeal and bad-faith bargaining, and that this was a serious issue for UPTE, particularly in light of the proliferation of new titles over the years. (Exh. 2.)

Young responded by calling Russell’s statements false and saying that “[t]he only aspect which is specific to accretion bargaining is the demand that UPTE agree to engage in accretion bargaining over the pay scales for the accreted titles”—i.e., that UPTE must bargain the pay scales for accreted titles at separate tables. (Exh. 2 [Jan. 7 email from Kevin Young].) In the same email, Young also accused UPTE of refusing to bargain, and consistent with UC’s existing position on accreted titles, indicated that UC would bargain over RDEs only at a separate

² While Young later backtracked and said that only wages would have to be bargained separately from other issues affecting accreted groups, it took approximately a month for Young to clarify this.

bargaining table, not in the parties' ongoing contract negotiations. (Exh. 2 ["I am assuming this continued refusal to bargain over accreted titles also applies to the newly accreted titles of Research and Development Engineers 1-3. If I am incorrect and UPTE is willing to engage in bargaining over the pay scale for these newly accreted titles, please provide some dates for to [*sic*] commence bargaining."].)

Notably, for classifications that UPTE and UC have engaged in accretion bargaining, UC has also refused to address specific step placement for individuals in that bargaining, stating that it will address individual step placement only after accretion bargaining is complete. (See, e.g., Unfair Practice Charge No. SF-CE-1450-H [refusal to bargain over step placement for Optometrists].) This has become a significant sticking point in the accretion bargaining the parties have conducted and led to the breakdown in negotiations for Optometrists.

At the same time, UC has taken the position that once the parties are in contract, which would be the case if successor bargaining was completed before accretion bargaining over the wage scales for individual classifications, UPTE loses the right to strike under the CBAs' no-strike clause. Thus, when Optometrists conducted an unfair practice strike due to UC's bad-faith bargaining in accretion negotiations, UC filed an unfair practice against UPTE, claiming that the strike violated the parties' no-strike clause. (See Unfair Practice Charge No. SF-CO-245-H.)

III. In January 2025, UPTE learned that UC increased health insurance premiums for UPTE-represented workers by moving them between "pay bands"

As described in greater detail in Unfair Practice Charge No. SF-CE-1479-H, UC announced in October 2024 that it would be increasing health care premiums, copays for doctor's visits, copays for prescription drugs, and imposing coinsurance requirements of up to \$150 per specialty drug. UC later issued a public communication on November 7, 2024, stating that because UC was bargaining with UPTE and the American Federation of State, County and Municipal Employees Local 3299, "premiums for these employees will be held at 2024 rates until the parties complete negotiations." (Exh. 3.) In other words, because the CBAs had expired, UC acknowledged—at least as to premiums—that changes to the status quo would need to be bargained or the parties would need to complete impasse before UC could impose increases to employee health care costs.

Under UC's current health insurance structure, the premiums that employees pay for health insurance vary based on the individual's pay, the health insurance plan, and level of coverage, as well as location and bargaining unit. Most significantly, which "pay band" an employee falls in plays a large role in determining health insurance premiums, with employees in the lowest pay band paying the least for coverage. Before they expired in the fall, UPTE's CBAs allowed for UC to charge UPTE-represented employees premiums based on their pay band, the coverage category, and health plan, but with annual increases in premiums for the Kaiser and Health Net Blue and Gold plans limited to \$25 per month. (Exhs. 4 [HX CBA Art. 40, § 1.e.2, stating that subject to the limits on premium increases, "employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan"], 5 [RX CBA Art. 4, § A.1.e.b, stating the same], 6 [TX CBA Art. 4, § A.1.e.b, stating the same].)

In the recent past, UC has had four pay bands and determined where someone falls in the pay bands based on the person's estimated full-time salary for the prior calendar year—e.g., for 2024, pay band was determined based on the individual's estimated full-time annual pay as of January 1, 2023. In 2024, the four pay bands were (1) \$68,000 or less per year, (2) \$68,001-\$136,000 per year, (3) \$136,001-\$204,000 per year, and (4) \$204,001 or more per year.³ (Exh. 7 [2024 pay bands and premiums].) For 2025, UC adjusted the pay bands to (1) \$71,000 or less per year, (2) \$71,001-\$140,000 per year, (3) \$140,001-\$210,000 per year, and (4) \$210,001 or more per year. (Exh. 8 [2025 pay bands and premiums].) When it adjusts pay bands, UC has also increased premiums at the same time, based on rates it has agreed to with the health insurance providers. For example, for 2025, UC decided that, for the first time, it would not offer a plan whose premiums would be fully covered by UC—the Core plan—and increased premiums for all pay bands and types of coverage. (Compare Exh. 7 with Exh. 8.)

Although UC stated that premiums for UPTE and AFSCME-represented workers would be frozen until negotiations were complete, beginning in late December 2024 and early January 2025, some UPTE members began noticing that their premiums nevertheless increased significantly for 2025. After these workers contacted UCPath, UC's centralized human resources office, about the increases, they were told that the increases occurred because they moved from one pay band to another. For example, an UPTE member whose 2023 salary was toward the top of the third 2024 pay band (\$136,001-\$204,000) saw his health insurance premiums increase by a little more than \$40 per month, because his 2024 salary put him in the fourth 2024 pay band even though he would be in the third 2025 pay band. While UC adjusted the pay band thresholds for 2025, it did not apply those new thresholds to UPTE members and instead used 2024 pay bands but placed each individual in a pay band based on their 2024 annual salary, rather than their 2023 annual salary as would normally be done each year when the contracts were in effect. UPTE estimates that hundreds of its members are paying higher health care premiums during the status quo period as a result of the change.

During the current round of bargaining, UC has not proposed to UPTE any adjustments to the pay band thresholds or the salary year to be used for pay band placement, although it has sought to remove caps on health insurance increases and increase employee premiums. Although the parties have reached impasse, they have not concluded factfinding, nor has UPTE agreed that UC could implement changes to health insurance premiums now. To the contrary, health care costs have been one of the most contentious issues in bargaining and again, UPTE has already filed an unfair practice charge over other changes UC made to health insurance costs.

DISCUSSION

Through its refusal to bargain over RDE wages in successor bargaining and its deliberate transfer of individuals into accreted titles that lack wage scales, UC has bargained in bad faith, refused to bargain, and interfered with workers' rights. Its changes to health insurance premiums

³ Because of the contractual limits on health premium increases in UPTE's CBAs, UPTE members' premiums are less than what is provided in Exhibit 7. (See Exh. 9 [2024 employee health insurance contribution rates by bargaining unit].)

likewise are an indicator of bad faith and a per se violation of its duty to bargain, because UC made the change without reaching impasse first.

I. The refusal to bargain over RDE wages is bad-faith piecemeal bargaining and a refusal to bargain under *City of San Jose*

An employer violates its duty to bargain in good faith when its conduct in bargaining, based on the totality of the circumstances, demonstrates that it was not seriously attempting to resolve differences and reach common ground, and instead acted to frustrate or avoid the bargaining process. “Under the totality of conduct test, the ultimate question is whether the respondent’s conduct, when viewed in its totality, was sufficiently egregious to frustrate negotiations.” (*County of Ventura* (2021) PERB Decision No. 2758-M, pp. 32-33, citing *City of San Ramon* (2018) PERB Decision No. 2571-M, p. 7.) PERB has established multiple “indicia” of bad faith that can establish a violation, but a single egregious indicator of bad faith can be a sufficient basis for finding that a party has failed to bargain in good faith. (*County of Ventura, supra*, PERB Decision No. 2758-M, p. 33, citing *City of San Jose* (2013) PERB Decision No. 2341-M, pp. 18-19.)

Bad-faith bargaining is often characterized by the employer “going through the motions” while intending to delay or avoid reaching agreement, rather than seriously trying to resolve differences and reach common ground. Importantly, even “otherwise unobjectionable conduct” can be woven together to constitute bad-faith bargaining that delays or prevents agreement. (*Muroc Unified School District* (1978) PERB Decision No. 80, p. 13.)

In *City of San Jose* (2013) PERB Decision No. 2341-M, PERB held that piecemeal bargaining can be both an indicator of bad faith under a totality of the circumstance analysis and a per se refusal to bargain. Both are similarly true here.

First, in *City of San Jose*, the employer insisted on a reopener side letter to bargain over retirement and would not discuss substantive proposals on the subject during contract negotiations. (*Supra*, PERB Decision No. 2341-M, pp. 7, 24.) PERB found that under the circumstances, the side letter proposal could, by itself, constitute surface bargaining, because it treated the retirement issue in isolation and would limit the scope of possible compromise in violation of the obligation to meet and confer in good faith. (*Id.* at pp. 27, 29, 32, 35-36 [“We agree with the NLRB that[] postponing or removing from the area of bargaining—to the very end of negotiations—the most fundamental terms and conditions of employment necessarily reduces the flexibility of collective bargaining, narrows the range of possible compromises, and rigidly and unreasonably fragments negotiations,” quoting *Patent Trader, Inc.* (1967) 167 NLRB 842, 853, quotation marks and alterations omitted].)

Notably, in its discussion of this issue, PERB cited approvingly *E.I. Du Pont de Nemours & Co.* (1991) 304 NLRB 792, where the National Labor Relations Board (NLRB) found that an employer committed bad faith bargaining by insisting that its “non-contractual” proposal for a new job classification be negotiated separately from “contractual” subjects. (*City of San Jose, supra*, PERB Decision No. 2341-M, pp. 30-31.) The NLRB, in fact, emphasized that “[w]hat we find unlawful in the Respondent’s conduct was its adamant insistence throughout the entire course of negotiations that its site service operator and technical assistant proposals were not part of the overall contract negotiations and, therefore, had to be bargained about totally separately

not only from each other but from all the other collective-bargaining agreement proposals.” (*E.I. Du Pont de Nemours & Co.*, *supra*, 304 NLRB at p. 792, fn. 1.)

This case is highly similar to the circumstances in *City of San Jose* and *E.I. Du Pont de Nemours & Co.*, because UC is refusing to discuss wages for RDEs in contract negotiations and instead is treating RDE wages as a separate, non-contractual issue that must be bargained in isolation. But this plainly reduces the flexibility of collective bargaining and the ability to “horse trade” as part of a broader compromise, in addition to reducing the leverage that UPTE can bring to bear in support of bargaining over RDE wages.

Second, in *City of San Jose*, PERB also followed the private sector in holding that piecemeal bargaining tactics can constitute a per se violation of the duty to bargain, describing the violation as “insisting on negotiating or re-negotiating one subject in a manner that prevents discussion of the substantive issues of wages, hours, and terms and conditions of employment.” (*Supra*, PERB Decision No. 2341-M, p. 37, quoting *Gonzales Union High School District* (1985) PERB Decision No. 480, adopting ALJ’s proposed decision at pp. 2, 47-49, quotation marks omitted.) That is true here, because the practical impact of UC’s insistence on separate bargaining for RDE wages is that UC will not reach agreement on wages until after contract negotiations have concluded, and UC’s position has the same effect as an outright refusal to bargain over the issue of RDE wages until after a new contract is in effect. (See *City of San Jose*, *supra*, PERB Decision No. 2341-M, p. 39, citing *Radisson Plaza Minneapolis* (1992) 307 NLRB 94.

Thus, PERB should find that UC’s refusal to bargain over wages for RDEs in successor negotiations is both an indicator of bad faith and a per se refusal to bargain.

II. UC committed a unilateral change by increasing health insurance premiums based on pay band adjustments

A public employer commits a unilateral change when it (1) changes or deviates from the status quo; (2) the change concerns a matter within the scope of representation; (3) the change has a generalized effect or continuing impact on employees’ terms and conditions; and (4) the employer reached its decision without first providing adequate notice of the proposed change and bargaining in good faith over the decision until the parties reach agreement or lawful impasse. (*Regents of the University of California* (2023) PERB Decision No. 2852-H, p. 9, citing *Regents of the University of California* (2021) PERB Decision No. 2783-H, p. 18.) In this case, UC changed UPTE workers’ health insurance premiums even though the parties have not reached final impasse.

UC cannot deny that the parties had not reached agreement or a lawful impasse at the time it implemented the changes, and there should be no question that the premium increases affect a mandatory subject of bargaining—in fact, health insurance costs are a significant issue in bargaining between the parties. Nor is there any dispute that the changes have a continuing impact on employees’ terms and conditions of employment, because they will be required to pay hundreds of dollars more per year in premiums.

The parties had not reached final impasse at the time UC moved individuals between pay bands and increased their premiums. Nor had UC proposed changes to the pay bands in

bargaining, although it has sought to increase health insurance premiums. Nevertheless, the failure to reach impasse and engage in post-impasse procedures before UC implemented meant that it has committed a unilateral change.

UC may argue that its actions are consistent with the status quo, because it adjusts where employees fall on the pay bands each year. However, when it has done so in the past, (1) it has done so pursuant to a waiver in UPTE's CBAs, (2) the adjustments were part of discretionary adjustments to employee health insurance premiums, and (3) UC both recalculated the relevant annual salary and the pay band thresholds together.

First, because the CBAs have expired, UC cannot rely on any waiver of the right to bargain, and it cannot increase employee premiums because must maintain the status quo until agreement or reaching good-faith impasse and completion of post-impasse procedures.

Second, UC cannot claim there is a dynamic status quo here, because the changes it makes each year to adjust employees' placement on pay bands are tied to discretionary changes to employee health insurance premiums. For a dynamic status quo to exist, the changes must follow a consistent pattern of past changes that is formulaic or otherwise not influenced by employer discretion. (*Regents of the University of California* (2004) PERB Decision No. 1689-H, adopting proposed decision at pp. 30-31.) But the adjustments UC makes every year to move employees through the pay bands is solely for the purpose of passing along increased health care costs that UC has negotiated with insurance providers—the changes in health care costs are determined by UC at its discretion, not as part of an established formula.

Third, even if there were a dynamic status quo at play here, UC did not follow it and instead cherry picked which aspects of the changes it wanted to keep. To maintain the status quo, the University should have continued to base employee premiums on their placement in the 2024 pay band structure based on their 2023 salaries. Instead, in an exercise of discretion that is entirely within its own control, UC decided to base employee premiums on their placement in the 2024 pay band structure based on each UPTE member's 2024 salary, causing premium increases for hundreds of union member. Indeed, many UPTE members are now paying higher premiums than they would have had UC used the pay band thresholds it created for 2025 along with their 2024 salary. In other words, UC only made *part* of the adjustments it has made in the past—when the contract waiver allowed for these changes—by recalculating employees' placement in an older, rather than updated, set of pay bands. Put differently, UC again exercised discretion when it decided that it would move people upward in the pay bands by updating the salary used for placement while not updating the pay bands themselves.

Thus, UC's actions here do not represent the status quo, and UC cannot rely on the contractual waiver to justify its actions. Rather, this is another example of how UC has acted to undermine UPTE's right to bargain even as the parties are in the midst of negotiating over healthcare costs.

III. The University's misrepresentation is another indicator of bad faith

UC claimed in its public communication to UPTE—and AFSCME—members that “premiums for these employees will be held at 2024 rates until the parties complete

negotiations.” However, this was not true, because UC plainly increased the premiums for many UPTE members.

Misrepresenting facts is an indicator of bad faith. (*County of Ventura, supra*, PERB Decision No. 2758-M, p. 36, citing *Rio School District* (2008) PERB Decision No. 1986, p. 12.) By claiming that premiums would be frozen while the parties were in bargaining, UC was trying to gain a rhetorical upper hand and convince UPTE-represented members that UC was acting in good faith, when it was not. PERB has also held that misrepresentations can also prove that the employer is not fully preparing for bargaining or treating negotiations with adequate care and seriousness. (*County of Ventura, supra*, PERB Decision No. 2758-M, p. 37.) Likewise here, UC’s false public claim should be found an additional indicator of bad faith conduct.

IV. Remedy

PERB should order the University to remedy, and cease and desist from, all of its bad-faith conduct and to reverse any and all changes to health benefits that it is implementing unilaterally.

UPTE has done everything in its power to impress upon the University that its bad-faith bargaining is unacceptable and provoked a strike at UCSF in November 2024. At the time, UPTE refrained from calling a systemwide strike in the hope that the University would get the message. Clearly, though, UC did not get the message—or did not find see fit to conform its conduct to HEERA’s mandates, as it has engaged in further unlawful conduct of the very same type that UPTE was protesting in the Fall. The University’s repeated bad faith conduct warrants a stern rebuke in the form of attorneys’ fees and costs and make whole relief with reimbursement for staff time and union business leave spent on bargaining when the University had no intention of making progress towards agreement and reimburse the Union for travel and lodging expenses.

PERB should also order UC to post a notice in all appropriate places, including electronically, and order all other remedies PERB deems appropriate.

Exhibit 1

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Employer,

and

UNIVERSITY PROFESSIONAL AND
TECHNICAL EMPLOYEES,
COMMUNICATION WORKERS OF
AMERICA LOCAL 9119,

Exclusive

Representative.

Case No. SF-UM-917-H

UNIT MODIFICATION ORDER

TITLE OF UNIT: Systemwide Technical ("TX")

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

The titles Research and Development Engineer 1 (job code 7118), Research and Development Engineer 2 (job code 7119), and Research and Development Engineer 3 (job code 7120) are hereby added to the TX Unit.

Any supervisory or managerial positions are excluded.

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Sacramento, California on December 30, 2024.

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

/s/ Brendan White

Brendan P. White
Senior Regional Attorney

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Sacramento Regional Office, 1031 18th Street, Sacramento, CA, 95811-4124.

On December 30, 2024, I served the Unit Modification Order regarding Case No. SF-UM-917-H on the parties listed below by

I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Sacramento, California.

Personal delivery.

Electronic service (e-mail).

Daniel Crossen, Principal Counsel
University of California Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607
Email: Daniel.Crossen@ucop.edu; UCPERB@ucop.edu

Emily M. Maglio, Attorney
Leonard Carder
1999 Harrison St., Suite 2700
Oakland, CA 94612
Email: emaglio@leonardcarder.com; sthomas@leonardcarder.com;
PERB@leonardcarder.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on December 30, 2024, at Sacramento, California.

Michelle Bacigalupi

(Type or print name)

/s/ Michelle Baacigalupi

(Signature)

Exhibit 2

From: **E Kevin Young** <EKevin.Young@ucop.edu>
Date: Tue, Jan 7, 2025 at 7:29 PM
Subject: RE: Rsch and Dev Engr 1-3 Joint Statement
To: Dan Russell <dan@upte.org>
CC: Paul Garza <Paul.Garza@ucop.edu>, Matt Teaford <Matthew.Teaford@ucop.edu>, Ambrocine Rodriguez <Ambrocine.Rodriguez@ucop.edu>, Lisa Cody <lcody@upte.org>, Paul Waters-Smith <pwaters.smith@upte.org>, Kadie Manion <kadie@upte.org>, Andy Kahn <andy@upte.org>, Melissa Matella <Melissa.Matella@ucop.edu>

Dan

You are well aware that what you have written below is false. I have conveyed to UPTE during open session in successor bargaining and in writing that all aspects of successor bargaining apply to the accreted titles. The only aspect which is specific to accretion bargaining is the demand that UPTE agree to engage in accretion bargaining over the pay scales for the accreted titles.

Unfortunately, UPTE has continually refused to agree to meet and bargain over the accretion of many titles for months and in some cases in excess of a year. I am more than willing to share the numerous requests to bargain sent to UPTE by the University after each unit was accreted into their association. Each request was unanswered or in the case of the Optometrist, you expressed interest in mediation and refused to confirm a date prior to the commencement of successor bargaining. Thus, the University is confident that any delay and failure to engage in bargaining over the accretion is solely due to UPTE's gamesmanship. We take this most recent response as further refusal by UPTE to bargain over the accreted titles. I am assuming this continued refusal to bargain over accreted titles also applies to the newly accreted titles of Research and Development Engineers 1- 3. If I am incorrect and UPTE is willing to engage in bargaining over the pay scale for these newly accreted titles, please provide some dates for to commence bargaining.

Sincerely,

Kevin Young

From: Dan Russell <dan@upte.org> r
Sent: Tuesday, January 7, 2025, 6:16 PM
To: E Kevin Young <EKevin.Young@ucop.edu>
Cc: Paul Garza <Paul.Garza@ucop.edu>; Matt Teaford <Matthew.Teaford@ucop.edu>; Ambrocine Rodriguez <Ambrocine.Rodriguez@ucop.edu>; Lisa Cody <lcody@upte.org>; Paul Waters-Smith <pwaters.smith@upte.org>; Kadie Manion <kadie@upte.org>; Andy Kahn <andy@upte.org>
Subject: Re: Rsch and Dev Engr 1-3 Joint Statement

CAUTION: EXTERNAL EMAIL

Kevin,

UPTe made bargaining proposals for these titles as part of successor negotiations and you have refused to do so. We already have a mediator for bargaining over their pay: Gerry Adams. You are trying to treat these workers as if they are not part of UPTe's bargaining units, but they have been part of our units for many months - and in some cases, years - now.

Your refusal to bargain over these titles in bargaining is illegal piecemealing and represents ongoing bad-faith bargaining by UC, particularly when UC is aware that it has been creating numerous titles that appropriately should be in UPTe's bargaining units.

This is a serious issue for us, and we continue to demand that you bargain in good faith over matters affecting these titles in our ongoing negotiations.

To the matter at hand here, how soon can we expect to receive a contact list and/or complete response to our RFI for the RDE 1-3s?

Thank you,

Dan

On Mon, Jan 6, 2025 at 11:14 AM E Kevin Young <EKevin.Young@ucop.edu> wrote:

Dan

The University continues its request that UPTE agree to engage in bargaining over the pay steps for those titles which have been accreted. Moreover, we continue to propose that the parties agree to mediation for the Optometrist and BHC/BHPP accreted titles. The parties were very successful in mediation with the System Administrators. Moreover, the University is open consider consolidating the bargaining for the pay scales to make the best use of time and resources. Please provide some times to commence bargaining on the accreted titles.

Sincerely,

Kevin Young

From: Dan Russell <dan@upte.org>
Sent: Monday, January 6, 2025 10:55 AM
To: Paul Garza <Paul.Garza@ucop.edu>
Cc: E Kevin Young <EKevin.Young@ucop.edu>; Matt Teaford <Matthew.Teaford@ucop.edu>; Ambrocine Rodriguez <Ambrocine.Rodriguez@ucop.edu>; Lisa Cody <lcody@upte.org>; Paul Waters-Smith <pwaters.smith@upte.org>; Kadie Manion <kadie@upte.org>
Subject: Re: Rsch and Dev Engr 1-3 Joint Statement

CAUTION: EXTERNAL EMAIL

Hi Paul,

Thank you for sending this. UPTE will have a minor edit to suggest.

We would like to receive contact information for this group before a joint email is sent. We have already submitted an RFI for contact information, as well as additional data for this group.

If it will take some time to gather all of the data UPTe has requested, how quickly do you think you could provide us with a list of names and email addresses (both UC and personal)?

Thank you,

Dan

On Thu, Jan 2, 2025 at 11:12 AM Paul Garza <Paul.Garza@ucop.edu> wrote:

Hi Dan,

The University proposes the attached joint statement regarding the accretion of the Rsch and Dev Engr 1-3 titles to the TX unit. This proposed notice includes the same language used in previous UPTe accretions. Please let us know if UPTe agrees to the attached.

Thank you,

Paul Garza

PAUL GARZA
LABOR RELATIONS MANAGER
SYSTEMWIDE LABOR RELATIONS

[111 Franklin St. | Oakland, California 94607](https://www.ucop.edu/111-Franklin-St.-Oakland-California-94607)
paul.garza@ucop.edu |

Exhibit 3

Statement on Health Care Costs for Union-Represented Employees

November 7, 2024

Health care costs are rising nationally, and the University of California is not immune. These increases are consistent with other public employers in California. For example, [CalPERS announced](#) an overall weighted premium increase of 10.79 percent for 2025. Additional reporting can be found [here](#), [here](#) and [here](#).

Despite increasing costs, UC remains committed to providing all employees with equitable access to affordable health care. For example, UC has a long-standing practice of tiering its employee's health care contributions, ensuring that individuals pay less if they make less.

UC also worked closely with health plan partners to balance benefit quality with affordability. Premium contributions will increase, but UC will continue to pay a significant portion of the cost: \$2.99 billion in 2025 to help reduce the impact on UC employees.

In most cases, represented employee health care costs will mirror the increases for the UC workforce subject to any special provisions in their contracts. Because we are negotiating with AFSCME and UPTE and their collective bargaining agreements have expired, premiums for these employees will be held at 2024 rates until the parties complete negotiations. Currently, UC has proposed premium subsidies to offset health care premium increases. If accepted by the union, these increases would reduce monthly premium costs by \$75 or \$100 per employee, with the larger amount reserved for lower-paid workers. These credits amount to \$1,200 annually for employees, as much as 2.5 percent in additional compensation to offset these increases.

UC pays an average 85 percent of medical coverage cost for a single employee (\$21,000 per year in 2025) and over 80 percent of the cost of coverage for a family. For employees making less than \$71,000, UC pays 91 percent of the cost of coverage. By comparison, national averages for employer contribution are around 83 percent of coverage cost for a single employee and 71 percent for a family.

While premium costs for dental and vision coverage will also increase in 2025, UC will offset that increase by continuing to contribute 100 percent of the cost for eligible employees and their covered dependents.

For additional information: [University of California Systemwide HR Vice President Cheryl Lloyd's letter to the community about the increases](#) and [Frequently asked questions about Open Enrollment changes](#) for UC employees.

Share this story



Media Contacts

For media inquiries (reporters only), please email media@ucop.edu

For Health-related media inquiries, please email uhealthnews@ucop.edu

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Exhibit 4

**ARTICLE 40
UNIVERSITY HEALTH AND WELFARE BENEFITS**

A. GENERAL CONDITIONS

Eligible employees may participate in a number of benefit programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year.
 - a. The University may, at its option, during the term of this Agreement, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or program, changing the administrator of such plan, or altering employee and University monthly rates of contribution, or changing the carrier for established benefits plans or programs. However, the University will notice the union and, upon request, will meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/hospital/ or non-represented employees at LBNL.
 - b. The sole exceptions to the University's ability to make changes without negotiations pursuant to Section A.1.a. shall be:
 - 1) any alterations proposed by the University which affect only bargaining unit employees.
 - 2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar year 2019 by employees.
 - 3) for calendar years 2020, 2021, 2022, 2023, and 2024, employee premium increases for Kaiser and Health Net Blue and Gold that exceed \$25/month for each coverage

category, using the prior year's employee monthly premium as the benchmark for determining the \$25 threshold.

In such case(s), the University agrees to meet and confer with respect to the proposed change.

- c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only, provided UPTE serves upon the Office of the President, director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).
- d. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
- e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:
 - 1) Effective the first full pay period following ratification, employees shall pay the 2019 healthcare premium costs, in accordance with Appendix F.
 - 2) In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.
 - 3) Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$25 per month over the prior year, for each coverage category, for each year of the Agreement.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Temporary Layoff/Temporary Reduction In Time/Furlough

Health plan contributions by the University will be provided for unit employees, in accordance with Section D. below, when the employee is affected by the following conditions lasting up to 4 months: a temporary layoff; a temporary reduction in time below the hours required to be eligible for health benefits; or a furlough. For health plans to remain in

force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

2. 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.

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.
- b. Except as provided in Section 3.c., below, an eligible employee on approved leave without pay may, in accordance with the benefit plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the benefit plan documents, rules and regulations.
- c. An employee on an approved federal Family Medical Leave Act (FMLA) leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the California Family Rights Act. Other group insurance coverage shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix B-1. UPTe understands and agrees that the descriptions contained in Appendix B-1 do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UPTe.

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. JOINT BENEFITS COMMITTEE

The University and UPTE will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits. The Joint Benefits Committee will review benefits plans prior to their finalization with benefits providers.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.
2. UPTE will provide responses, identify problems and issues and share any union evaluations or surveys of benefits plans.
3. The University will grant release time for up to four career employees, not more than one per campus/hospital/laboratory to participate in this committee. Release time is without loss of straight time pay and will allow for reasonable travel time.

E. REDUCED FEE ENROLLMENTS

If the University determines to provide reduced fee enrollments to qualified retired annuitants, it will apply to retired members of the HX bargaining unit to the same extent as for any staff employees.

Exhibit 5

ARTICLE 4 UNIVERSITY BENEFITS

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University's health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability, which may change from year to year.
 - a. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus or non-represented employees at LBNL.
 - b. The sole exceptions to the University's ability to make changes without negotiations pursuant to §A.1.a., shall be:
 - 1) any alterations proposed by the University which affect only bargaining unit employees.
 - 2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar years 2019, 2020, 2021 and 2022 by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band;
 - 3) for Calendar Years 2019, 2020, 2021 and 2022: employee premium increases for Kaiser and Health Net Blue and Gold

that exceed \$25/month for each coverage category, using the prior year's employee monthly premium as the benchmark for determining the \$25 threshold; and

In such case(s), the University agrees to meet and confer with respect to the proposed change.

- c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only, provided UPTE serves upon the Office of the President, director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).
- d. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
- e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:
 - a. Effective the first full pay period following ratification, employees shall pay the 2018 healthcare premium costs, in accordance with Appendix F.
 - b. In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.
 - c. Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$25 per month over the prior year, for each coverage category, for each year of the Agreement.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

- 1. **Temporary Layoff/Temporary Reduction in Time/Furlough** – Health plan contributions by the University will be provided for unit employees, in accordance with Section C below, when the employee is affected by the following conditions lasting up to (four) 4 months: a temporary layoff; 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, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations

2. **Military Leave** – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training 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.

 - b. Except as provided in Section 3.c. below, an eligible employee on approved leave without pay may, on 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 and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:
 - 1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

 - 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

 - 3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

 - 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

d. Group insurance coverage not addressed in Section 3.c. above shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found at <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>. UPTe understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UPTe.
2. 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. JOINT BENEFITS COMMITTEE

The University and UPTe will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.
2. UPTe will provide responses, identify problems and issues and any union evaluations or surveys of benefits plans.
3. The University will grant release time for up to four (4) career employees, not more than one (1) per campus/hospital/LBNL to participate in this committee. Release time is without loss of straight-time pay and will allow for reasonable travel time.

E. REDUCED FEE ENROLLMENTS

1. An employee who has retired within four (4) months of the date of separation from University service and who is an annuitant of a retirements system to which the University 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.
2. 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.
3. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, whichever is greater.

F. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.
2. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, 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, 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 other eligible staff employees at the University. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013, altering employee and University rates of contribution, and changing the carrier or administrator of the UCRP for established plans or programs.
3. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to the provisions of Section F.2., above:

- a. any alterations proposed by the University that affect only bargaining unit employees,
- b. any alterations proposed by the University other than the UCRP 2013 Tier that reduce the UCRP retirement benefits formula of bargaining unit employees, and/or
- c. any increases in employee UCRP contributions that exceed the following, expressed as a percentage of covered compensation:
 - 1) For all unit employees in the 1976 Tier, a total contribution of 8% (minus the \$19 offset) effective the payroll period that includes January 1, 2014¹ and an additional 1% increase for a total of 9% (minus the \$19 offset) effective the payroll period that includes July 1, 2014.
 - 2) For all unit employees in the UPTe 2013 UCRP Tier for unit members, will contribute a gross rate of 9% effective July 1, 2014.

4. **2013 Post Employment Benefit Changes**

- a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.
 - b. All unit members hired, rehired following a break in service, or who become UCRP-eligible after the date of ratification or December 20, 2013, whichever is earlier, will be subject to the new Graduated Retiree Health Program Eligibility.
5. In the event this Agreement expires, the parties agree that the terms of this Article 4 – 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.

G. EFFECTS OF ABSENCES FROM WORK

1. **Leaves Of Absence Without Pay** – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.
2. **Family and Medical Leave** – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

H. ENUMERATIONS OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of the UCRS in effect is found at: <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html>. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan,
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, 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 plan, refer to the applicable documents, agreements, regulations, or contracts.

Exhibit 6

**ARTICLE 4
UNIVERSITY BENEFITS**

A. HEALTH AND WELFARE GENERAL CONDITIONS – Part I

Eligible employees may participate in a number of benefits programs generally available to other eligible staff employees of the University and non-represented employees at LBNL.

1. The University's health and welfare plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability, which may change from year to year.
 - a. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, change the carrier for established plans or programs, changing the administrator of such plan, or altering employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus or non-represented employees at LBNL.
 - b. The sole exceptions to the University's ability to make changes without negotiations pursuant to §A.1.a., shall be:
 - 1) any alterations proposed by the University which affect only bargaining unit employees.
 - 2) changes to the monthly contributions, contained in Appendix F, to be paid in calendar years 2019, 2020, 2021 and 2022 by employees in the bargaining unit depending upon the medical plan they have selected, their coverage and their applicable pay band;
 - 3) for Calendar Years 2019, 2020, 2021 and 2022: employee premium increases for Kaiser and Health Net Blue and Gold

that exceed \$25/month for each coverage category, using the prior year's employee monthly premium as the benchmark for determining the \$25 threshold; and

In such case(s), the University agrees to meet and confer with respect to the proposed change.

- c. When any one of the exceptions outlined in §A.1.b. above are met, the University agrees to meet and confer with respect to the proposed change(s) only, provided UPTE serves upon the Office of the President, director of Labor Relations, written notice of its intent to negotiate over the identified exception(s) in §A.1.b. within thirty (30) calendar days from the date on which the University issued its written notice of the proposed change(s).
- d. Costs that exceed current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by unit employees, normally through payroll deduction.
- e. Employees shall pay the healthcare premium costs, in accordance with Section A.1.d. above, as follows:
 - a. Effective the first full pay period following ratification, employees shall pay the 2018 healthcare premium costs, in accordance with Appendix F.
 - b. In subsequent calendar years, subject to §A.1.e.3) below, employees shall pay the amount appropriate to the employee's pay band and the employee's selected coverage category (single, adult + children, two adults, or family) and health plan.
 - c. Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and Health Net Blue and Gold plans shall not exceed \$25 per month over the prior year, for each coverage category, for each year of the Agreement.

B. EFFECT OF ABSENCES FROM WORK ON BENEFITS

- 1. **Temporary Layoff/Temporary Reduction in Time/Furlough** – Health plan contributions by the University will be provided for unit employees, in accordance with Section C below, when the employee is affected by the following conditions lasting up to (four) 4 months: a temporary layoff; 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, employees on temporary layoff or furlough must comply with the terms of the applicable benefit documents, rules and/or regulations

2. **Military Leave** – An eligible employee on military leave with pay for emergency National Guard duty or Military Reserve Training 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.

 - b. Except as provided in Section 3.c. below, an eligible employee on approved leave without pay may, on 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 and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status as follows:
 - 1) When the employee is on an FML leave that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

 - 2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the “single twelve month period” is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

 - 3) When the employee is on Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

 - 4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count toward the employee’s FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

5) When the employee is on an FML leave under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

d. Group insurance coverage not addressed in Section 3.c. above shall be continued in accordance with the provisions of the applicable group insurance regulations.

C. ENUMERATION OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found at <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>. UPTe understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to UPTe.
2. 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. JOINT BENEFITS COMMITTEE

The University and UPTe will establish a Joint Benefits Committee that will meet at least four times annually to discuss employee benefits.

1. The University will provide information on specifications, cost, usage, surveys and evaluations of benefits plans.
2. UPTe will provide responses, identify problems and issues and any union evaluations or surveys of benefits plans.
3. The University will grant release time for up to four (4) career employees, not more than one (1) per campus/hospital/LBNL to participate in this committee. Release time is without loss of straight-time pay and will allow for reasonable travel time.

E. REDUCED FEE ENROLLMENTS

1. 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 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.
2. 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.
3. For an employee on the semester system, the reduced fee limit is six units or two regular session University courses, whichever is greater.

F. RETIREMENT BENEFITS GENERAL CONDITIONS – Part II

1. Eligible employees may participate in a number of retirement plans generally available to other eligible staff employees of the University.
2. The University maintains several retirement and savings plans for eligible University employees. As of December 20, 2013, 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, 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 other eligible staff employees at the University. Such alterations include, but are not limited to altering eligibility criteria; altering or deleting current benefits, implementing the UCRP 2013 Tier for employees hired, rehired following a break in service, or who become UCRP eligible on or after July 1, 2013, altering employee and University rates of contribution, and changing the carrier or administrator of the UCRP for established plans or programs.
3. The University agrees to meet and confer with respect to the following proposed change(s), which represent the sole exceptions to the provisions of Section F.2., above:

- a. any alterations proposed by the University that affect only bargaining unit employees,
- b. any alterations proposed by the University other than the UCRP 2013 Tier that reduce the UCRP retirement benefits formula of bargaining unit employees, and/or
- c. any increases in employee UCRP contributions that exceed the following, expressed as a percentage of covered compensation:
 - 1) For all unit employees in the 1976 Tier, a total contribution of 8% (minus the \$19 offset) effective the payroll period that includes January 1, 2014¹ and an additional 1% increase for a total of 9% (minus the \$19 offset) effective the payroll period that includes July 1, 2014.
 - 2) For all unit employees in the UPTA 2013 UCRP Tier for unit members, will contribute a gross rate of 9% effective July 1, 2014.

4. **2013 Post Employment Benefit Changes**

- a. The University shall implement the 2013 UCRP Tier for unit members covered by this Agreement that are hired, rehired following a break in service, or who become UCRP-eligible on or after July 1, 2013. The 2013 Tier benefit provisions shall apply, with two exceptions. First, the age factors and earliest retirement age shall be the same as for the 1976 Tier (age factors beginning with 0.0110 at age 50 up to 0.0250 at age 60). Second, a lump-sum cash out of pension benefits may be elected by a retiring unit member in a manner consistent with 1976-Tier rules.
 - b. All unit members hired, rehired following a break in service, or who become UCRP-eligible after the date of ratification or December 20, 2013, whichever is earlier, will be subject to the new Graduated Retiree Health Program Eligibility.
5. In the event this Agreement expires, the parties agree that the terms of this Article 4 – 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.

G. EFFECTS OF ABSENCES FROM WORK

1. **Leaves Of Absence Without Pay** – Approved leave without pay shall not be considered a break in service. The provisions of the applicable retirement plan regulations determine the effects of such leave without pay on retirement benefits.
2. **Family and Medical Leave** – Retirement benefits shall be continued in accordance with the provisions of the applicable retirement plan regulations.

H. ENUMERATIONS OF UNIVERSITY BENEFITS

1. For informational purposes only, a brief outline of the UCRS in effect is found at: <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/retirement-benefits/index.html>. UPTE understands and agrees that the descriptions contained in the above referenced link do not completely describe the coverage or eligibility requirements for each plan,
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations, 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 plan, refer to the applicable documents, agreements, regulations, or contracts.

Exhibit 7

Employee benefits

Health & welfare

Medical

Employee medical plan costs for 2024

Employee medical plan costs for 2024

Your share of your 2024 premium depends on your full-time salary rate as of Jan. 1, 2023, the plan you choose, your level of coverage, your location and your employee group (premiums may be different for some represented employees).

Choose the appropriate salary tier below to see the monthly employee contributions for UC medical plans in 2024.

Premium contributions for certain employee groups and locations may vary from the amounts shown.

On this page:

[Full-time salary rate of \\$68,000 or less](#)

[Full-time salary rate of \\$68,001-\\$136,000](#)

[Full-time salary rate of \\$136,001-\\$204,000](#)

[Full-time salary rate of \\$204,001 or more](#)

Full-time salary rate of \$68,000 or less

Plan	Self	Self + Child(ren)	Self + Adult	Family
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CORE (Anthem PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Kaiser HMO (Kaiser Permanente)	\$36.49	\$65.60	\$110.33	\$136.84
UC Blue & Gold HMO (Health Net)	\$99.69	\$178.33	\$280.64	\$358.63
UC Care (Anthem PPO)	\$212.95	\$380.49	\$514.84	\$682.95
UC Health Savings Plan (Anthem PPO)	\$79.26	\$129.75	\$180.81	\$227.92

Full-time salary rate of \$68,001-\$136,000

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Kaiser HMO (Kaiser Permanente)	\$84.69	\$152.26	\$262.15	\$323.23
UC Blue & Gold HMO (Health Net)	\$144.81	\$259.03	\$380.55	\$493.80
UC Care (Anthem PPO)	\$261.05	\$466.43	\$621.03	\$827.07
UC Health Savings Plan (Anthem PPO)	\$186.73	\$305.61	\$436.31	\$546.62

Full-time salary rate of \$136,001-\$204,000

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Kaiser HMO (Kaiser Permanente)	\$134.16	\$241.20	\$398.20	\$496.54
UC Blue & Gold HMO (Health Net)	\$191.10	\$341.83	\$470.10	\$619.48
UC Care (Anthem PPO)	\$310.41	\$554.63	\$716.19	\$961.08
UC Health Savings Plan (Anthem PPO)	\$297.01	\$486.08	\$665.28	\$842.96

Full-time salary rate of \$204,001 or more

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$0.00	\$0.00	\$0.00	\$0.00
Kaiser HMO (Kaiser Permanente)	\$185.38	\$333.30	\$539.17	\$676.08
UC Blue & Gold HMO	\$239.04	\$427.59	\$562.87	\$749.68

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(Health Net)				
UC Care (Anthem PPO)	\$361.52	\$645.96	\$814.79	\$1,099.90
UC Health Savings Plan (Anthem PPO)	\$411.20	\$672.98	\$902.52	\$1,149.94

Employee benefits

CORE PPO

Employee medical plan costs

Employee medical plan costs for 2024

Kaiser HMO

UC Blue & Gold HMO

UC Care PPO

UC Health Savings Plan PPO

Which medical plan is right for you?



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Exhibit 8

Employee benefits

Health & welfare

Medical

Employee medical plan costs

Employee medical plan costs

You and UC share the costs of your medical plan premium. **Your share of the premium depends on your full-time salary rate as of Jan. 1, 2024**, the plan you choose, your level of coverage, your location and your employee group (**premiums may be different for some represented employees**).

Choose the appropriate salary tier below to see the monthly employee contributions for UC medical plans in 2025.

Premium contributions for certain employee groups and locations may vary from the amounts shown. To see rates specific to your location and bargaining unit (if represented), visit [ALEX](#). You'll see the premiums that apply to you when you sign in to your UCPath account to enroll for 2025 benefits.

On this page:

[Full-time salary rate of \\$71,000 or less](#)

[Full-time salary rate of \\$71,001-\\$140,000](#)

[Full-time salary rate of \\$140,001-\\$210,000](#)

[Full-time salary rate of \\$210,001 or more](#)

Monthly costs for 2025: Full-time salary rate of \$71,000 or less

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Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$25.91	\$46.63	\$110.50	\$131.22
Kaiser HMO (Kaiser Permanente)	\$39.77	\$71.51	\$120.26	\$149.16
UC Blue & Gold HMO (Health Net)	\$108.66	\$194.38	\$305.90	\$390.91
UC Care (Anthem PPO)	\$232.12	\$414.73	\$561.18	\$744.42
UC Health Savings Plan (Anthem PPO)	\$86.39	\$141.43	\$197.08	\$248.43

Monthly costs for 2025: Full-time salary rate of \$71,001-\$140,000

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$73.02	\$131.43	\$218.05	\$276.46
Kaiser HMO (Kaiser Permanente)	\$92.31	\$165.97	\$285.74	\$352.33
UC Blue & Gold HMO (Health Net)	\$157.84	\$282.34	\$414.80	\$538.24
UC Care (Anthem PPO)	\$284.54	\$508.41	\$676.92	\$901.51

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UC Health Savings Plan (Anthem PPO)	\$203.54	\$333.11	\$475.58	\$595.82
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Monthly costs for 2025: Full-time salary rate of \$140,001-\$210,000

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$121.22	\$218.19	\$314.14	\$411.11
Kaiser HMO (Kaiser Permanente)	\$148.97	\$267.84	\$442.16	\$551.37
UC Blue & Gold HMO (Health Net)	\$212.20	\$379.57	\$522.00	\$687.87
UC Care (Anthem PPO)	\$344.68	\$615.86	\$795.26	\$1,067.18
UC Health Savings Plan (Anthem PPO)	\$329.80	\$539.74	\$738.73	\$936.02

Monthly costs for 2025: Full-time salary rate of \$210,001 or more

Plan	Self	Self + Child(ren)	Self + Adult	Family
CORE (Anthem PPO)	\$170.90	\$307.61	\$413.24	\$549.96

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Kaiser HMO (Kaiser Permanente)	\$205.85	\$370.11	\$598.70	\$750.73
UC Blue & Gold HMO (Health Net)	\$265.43	\$474.80	\$625.01	\$832.44
UC Care (Anthem PPO)	\$401.43	\$717.27	\$904.74	\$1,221.33
UC Health Savings Plan (Anthem PPO)	\$456.60	\$747.28	\$1,002.16	\$1,276.89

Employee benefits

CORE PPO

Employee medical plan costs

Employee medical plan costs for 2024

Kaiser HMO

UC Blue & Gold HMO

UC Care PPO

UC Health Savings Plan PPO

Which medical plan is right for you?

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Exhibit 9

SYSTEMWIDE BARGAINING UNIT - 2024 EMPLOYEE CONTRIBUTION RATES

BARGAINING UNITS:

BX (Academic Student Employees) DX (Student Health Physicians) IX (Non Senate Instructional) LX (Professional Librarians) PA (Police) RA (Academic Researcher)	Medical Plan	Pay Band 1 (\$68,000 and Under)				Pay Band 2 (\$68,001 to \$136,000)				Pay Band 3 (\$136,001 to \$204,000)				Pay Band 4 (Over \$204,000)			
		U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC
UC Blue & Gold HMO		\$99.69	\$178.33	\$280.64	\$358.63	\$144.81	\$259.03	\$380.55	\$493.80	\$191.10	\$341.83	\$470.10	\$619.48	\$239.04	\$427.59	\$562.87	\$749.68
Kaiser Permanente - CA		\$36.49	\$65.60	\$110.33	\$136.84	\$84.69	\$152.26	\$262.15	\$323.23	\$134.16	\$241.20	\$398.20	\$496.54	\$185.38	\$333.30	\$539.17	\$676.08
CORE Major Medical		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UC Health Savings Plan		\$79.26	\$129.75	\$180.81	\$227.92	\$186.73	\$305.61	\$436.31	\$546.62	\$297.01	\$486.08	\$665.28	\$842.96	\$411.20	\$672.98	\$902.52	\$1,149.94
UC Care		\$212.95	\$380.49	\$514.84	\$682.95	\$261.05	\$466.43	\$621.03	\$827.07	\$310.41	\$554.63	\$716.19	\$961.08	\$361.52	\$645.96	\$814.79	\$1,099.90

CX (Clerical & Allied Services)	Medical Plan	Pay Band 1 (\$68,000 and Under)				Pay Band 2 (\$68,001 to \$136,000)				Pay Band 3 (\$136,001 to \$204,000)				Pay Band 4 (Over \$204,000)			
		U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC
UC Blue & Gold HMO		\$99.69	\$171.78	\$251.07	\$294.08	\$144.81	\$240.50	\$338.23	\$411.79	\$191.10	\$341.83	\$470.10	\$619.48	\$239.04	\$427.59	\$562.87	\$749.68
Kaiser Permanente - CA		\$36.49	\$65.60	\$88.24	\$111.30	\$84.69	\$145.69	\$175.40	\$229.01	\$134.16	\$241.20	\$398.20	\$496.54	\$185.38	\$333.30	\$539.17	\$676.08
CORE Major Medical		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UC Health Savings Plan		\$79.26	\$129.75	\$180.81	\$227.92	\$186.73	\$305.61	\$436.31	\$546.62	\$297.01	\$486.08	\$665.28	\$842.96	\$411.20	\$672.98	\$902.52	\$1,149.94
UC Care		\$212.95	\$380.49	\$514.84	\$682.95	\$261.05	\$466.43	\$621.03	\$827.07	\$310.41	\$554.63	\$716.19	\$961.08	\$361.52	\$645.96	\$814.79	\$1,099.90

HX (Health Care Professionals) NX (Registered Nurses) RX (Research Professionals) TX (Technical)	Medical Plan	Pay Band 1 (\$68,000 and Under)				Pay Band 2 (\$68,001 to \$136,000)				Pay Band 3 (\$136,001 to \$204,000)				Pay Band 4 (Over \$204,000)			
		U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC
UC Blue & Gold HMO		\$99.69	\$171.78	\$251.07	\$294.08	\$144.81	\$240.50	\$338.23	\$411.79	\$186.73	\$311.02	\$416.34	\$518.90	\$227.30	\$384.05	\$497.27	\$625.97
Kaiser Permanente - CA		\$36.49	\$65.60	\$88.24	\$111.30	\$84.69	\$145.69	\$175.40	\$229.01	\$131.23	\$216.21	\$253.51	\$338.46	\$171.80	\$289.24	\$334.44	\$451.84
CORE Major Medical		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UC Health Savings Plan		\$79.26	\$129.75	\$180.81	\$227.92	\$186.73	\$305.61	\$436.31	\$546.62	\$297.01	\$486.08	\$665.28	\$842.96	\$411.20	\$672.98	\$902.52	\$1,149.94
UC Care		\$212.95	\$380.49	\$514.84	\$682.95	\$261.05	\$466.43	\$621.03	\$827.07	\$310.41	\$554.63	\$716.19	\$961.08	\$361.52	\$645.96	\$814.79	\$1,099.90

EX (Patient Care Technical) SX (Service)	Medical Plan	Pay Band 1 (\$68,000 and Under)				Pay Band 2 (\$68,001 to \$136,000)				Pay Band 3 (\$136,001 to \$204,000)				Pay Band 4 (Over \$204,000)			
		U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC	U	UC	UA	UAC
UC Blue & Gold HMO		\$83.77	\$126.78	\$206.07	\$247.46	\$121.95	\$195.50	\$293.23	\$365.17	\$161.13	\$266.02	\$371.34	\$474.62	\$201.70	\$339.05	\$452.27	\$588.00
Kaiser Permanente - CA		\$36.49	\$61.97	\$73.24	\$96.30	\$77.05	\$130.69	\$160.40	\$214.01	\$116.23	\$201.21	\$238.51	\$323.46	\$156.80	\$274.24	\$319.44	\$436.84
CORE Major Medical		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UC Health Savings Plan		\$79.26	\$129.75	\$180.81	\$227.92	\$186.73	\$305.61	\$436.31	\$546.62	\$297.01	\$486.08	\$665.28	\$842.96	\$411.20	\$672.98	\$902.52	\$1,149.94
UC Care		\$212.95	\$380.49	\$514.84	\$682.95	\$261.05	\$466.43	\$621.03	\$827.07	\$310.41	\$554.63	\$716.19	\$961.08	\$361.52	\$645.96	\$814.79	\$1,099.90