

01-29-2009

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### UCRP SIDE LETTER

A. For bargaining unit nurses covered by this agreement, the following will apply through September 30, 2009:

1. the benefit structure of the UCRP and the benefit structure of the Defined Contribution Plan will remain unchanged;
2. There will be no employee contributions to the UCRP (other than for the purchase of service credit);

B. However, in the event the University proposes to restart employee contributions to the UCRP with an effective date preceding October 1, 2009, the parties shall begin such negotiations within ~~fifteen (15) calendar~~ <sup>30 day</sup> days after the University provides CNA with notice of such proposal.

1. Any bargaining triggered by this section does not require or result in an impasse pursuant to HEERA before the exhaustion of Fact-Finding, as a result of the application of Article 38, §B.3., to such bargaining.
2. The provisions of this ~~§B.~~ <sup>the UCRP Side Letter</sup> will supersede the provision of ~~SA above~~ <sup>SA above</sup>, only if the University proposes to restart employee contributions to the UCRP as defined in ~~§B.~~ <sup>this side letter</sup>.

C. If the University proposes to restart employee contributions to the UCRP with an effective date between October 1, 2009 and September 30, 2010, the provisions of Article 38, Duration, §B2. and B.3., shall apply.

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letter  
OK  
JAZ

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Beth Kean, date  
California Nurses Association

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Gayle Saxton date  
University of California