University of California and University Professional and Technical Employees (UPTE)

Physical Therapist I, Physical Therapist II, Per Diem, Physical Therapist II, Physical Therapist III, Physical Therapist III and Occupational Therapist III, collectively referred to as "Physical Therapists and Occupational Therapists"

November 14, 2016

Health and Welfare Benefits

All Physical Therapists and Occupational Therapists will continue to pay the same benefit premium rates as other HX employees and will be covered by the same health and welfare benefit plans as other HX employees.

Retirement

Within 120 days of the execution of this agreement (the effective date) all Physical Therapists and Occupational Therapists hired or rehired in a UCRP eligible appointment following a break in service on or after July 1, 2013 will be placed in the "modified 2013 tier" as outlined in Article 41 of the HX agreement, and increase their UCRP employee contribution to 9% of Covered Compensation. The 9% rate and the accrual of UCRP Service Credit under the "modified 2013 tier" will commence with the first full pay period that begins on or after the Effective Date.

All other Physical Therapists and Occupational Therapists will continue in the 1976 tier and in the same pay period described above, will increase their UCRP employee contribution to 9% of Covered Compensation minus \$19 per month.

Nothing in this agreement or the HX contract modifies retiree health eligibility for the Physical Therapists and Occupational Therapists.

FLSA Status

The FLSA designation currently in place at each location for the Physical Therapists and Occupational Therapists title will remain in place.

Incentive Award Program

The Physical Therapists and Occupational Therapists will continue to be covered by the current Incentive Award Programs in place for fiscal year 2014-2015 at their respective locations. The Physical Therapists and Occupational Therapists will be covered by the same incentive award programs as other HX unit employees starting fiscal year 2015-2016 per location program.

Salary Structure

Physical Therapists and Occupational Therapists will be placed onto a new step-based salary structure as described for each location in Attachment A, within 120 days of the execution of this

agreement. Unless otherwise noted, each employee will be placed onto the step structure at the rate equal to or next exceeding their current rate.

Additionally, the following medical centers will provide, within 120 days following the effective date of this agreement, to all non-probationary career and limited employees employed as of the date of this agreement and on the date of payout:

UCSF- A non-base building lump sum, coded in the payroll system as covered compensation, calculated using 3% their current hourly rate annualized, and multiplied by their current appointment percentage.

UCI and UCSD- A non-base building lump sum, coded in the payroll system as covered compensation calculated using 3% their current hourly rate for 6 months, and multiplied by their current appointment percentage.

UC San Diego Medical Center and all campuses

All eligible Physical Therapists and Occupational Therapists at UCSDMC and all campuses will be covered by the HX agreement with respect to Article 36, Sick Leave, and Article 42, Vacation.

UC Los Angeles Medical Center

All eligible Physical Therapists and Occupational Therapists at UCLAMC will be covered by the Side Letter (Appendix J) to the current UC-UPTE HX contract that provides a Paid Time off (PTO) program for all UCLAMC HX-unit employees.

UC Davis, UC Irvine and UC San Francisco Medical Centers

The parties agree that all eligible Physical Therapists and Occupational Therapists employed as of the date of this agreement will have a one-time irrevocable opportunity to elect, in writing, to opt out of their locations PTO program. Those choosing to opt out will be covered by Article 36, Sick Leave and Article 42, Vacation of the HX agreement. Currently employed eligible Physical Therapists and Occupational Therapists will be given thirty (30) calendar days from the date of this agreement to submit their written opt-out election to their locations Labor Relations department. Employees who do not submit a timely written opt-out election will remain in their location's PTO program. All employees hired into the Physical Therapists and Occupational Therapists title on or after the date of this agreement will be covered by their location's PTO program, and not by Article 36, Sick Leave or Article 42, Vacation.

Newly hired Physical Therapists and Occupational Therapists will be allowed thirty (30) calendar days from their date of hire to submit a written opt-out election to their locations Labor Relations department. Employees who do not submit a timely written opt-out election will remain in their location's PTO program. Within 30 calendar days following the five year anniversary of their

hire, Physical Therapists and Occupational Therapists will be allowed to submit a written opt-out election to their locations Labor Relations department. Employees who do not submit a timely written opt-out election will remain in their location's PTO program. Those opting out of their locations PTO program will be covered by Article 36, Sick Leave and Article 42, Vacation.

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UCOP

Jamie McDole

NETE HX

Date: 14 NOV 16