

**CONTRACT—Employee-initiated Reduction In Time (ERIT) Program**  
**University of California**  
 U280 (R9/23)

| PERSONAL INFORMATION |                 |                                 |
|----------------------|-----------------|---------------------------------|
| NAME                 | EMPLOYEE NUMBER | CAMPUS PHONE<br>(      )        |
| DEPARTMENT           | LOCATION        | PRE-ERIT APPOINTMENT PERCENTAGE |
| PAYROLL TITLE        |                 |                                 |

I volunteer to reduce my percentage of time to: \_\_\_\_\_% of full-time.  
 My participation in ERIT will begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ (maximum length 36 months per contract).  
 My work schedule will be:

|       |  |  |  |  |  |
|-------|--|--|--|--|--|
| Days  |  |  |  |  |  |
| Hours |  |  |  |  |  |

- I understand that my percentage of time cannot be reduced below 50% time as part of the ERIT program.
- I understand that my salary will be reduced in accordance with the selected reduction in time.
- I understand that my department head must approve my request and my proposed ERIT work schedule.
- I understand that during each month of participation in ERIT I will accrue vacation and sick leave at the same rate as my pre-ERIT appointment.
- I understand that I will receive University of California Retirement Plan (UCRP) service credit and/or retiree health service credit at my ERIT appointment percentage. In addition, UCRP service credit during ERIT will be reduced for periods of leave without pay or other periods of time off pay status not reflected in the ERIT contract.
- I understand that UCRP's Highest Average Plan Compensation (HAPC), which is used to calculate monthly retirement income or lump sum cashout, does not change as a result of participation in the ERIT Program because it is based on monthly full-time equivalent compensation.
- I understand that, in most cases, Final Salary, which is used to calculate Preretirement Survivor Income, Death Benefits for Members who became active before October 1, 1990, and UCRP Disability Income, will not be adjusted to the extent my Final Salary is based on my normal appointment percentage. If my average percent of time on pay status during the preceding 36 months (or during total period of employment, if less) of a pre-retirement death or UCRP Disability Date is higher than my normal appointment percentage, then participating in the ERIT program could reduce those benefits if I die or become disabled while participating in the ERIT program.
- I understand that either I or my department head upon mutual agreement, may change the percentage reduction during the term of this contract with reasonable notice.
- I understand that either I or my department head may end my ERIT contract with reasonable notice. The advance notice requirement may be waived if I or my department am faced with an emergency situation.
- I understand that a contract amendment must be completed by both me and my department head to effect a change in percentage reduction or to end this contract early.

**Important Considerations**

In deciding whether to take ERIT, I have had an opportunity to read the ERIT information and I understand and have fully considered the following:

- My current health and welfare benefits (medical, dental, vision) will not be affected by my participation in ERIT. I understand that ERIT could affect my **future** eligibility for health and welfare benefits. More information on eligibility can be found in the [Group Insurance Regulations \(GIRs\)](#).
- A number of the benefits to which I am entitled are calculated on the percentage of appointment or the actual salary I am earning at the time I become eligible for the benefit. Specifically, ERIT participation will impact my benefits in the following ways:
  - Disability benefit payments will be based on my pre-ERIT salary. Premiums for the disability plans will continue to be calculated on the full-time rate.
  - Disability benefit payments received pursuant to the Workers' Compensation Act will be based on my ERIT salary in accordance with the California Labor Code. The department will supplement those payments so that the aggregate benefit is equivalent to what would have been received if the payment were based on the pre-ERIT salary.
  - Supplemental and Dependent Life insurance will not be impacted by participation in ERIT—coverage and premiums will continue

to be based on my full-time salary rate. Basic Life insurance will be calculated using my full-time salary rate and my pre-ERIT appointment percentage.

- d. UC death payment under the Standing Orders of The Regents, which is based on one month's salary, will be based on the monthly salary I am earning at the time of my death.
  - e. Dependent Care Flexible Spending Account (DepCare FSA) and/or Health Flexible Spending Account (Health FSA) contributions will continue at the same level unless I change my election during a Period of Initial Eligibility (PIE) or an open enrollment period.
  - f. Mandatory contributions to the Defined Contribution Plan (DC Plan) will be reduced in accordance with my new reduced salary.
3. If I become eligible for disability benefits, my ERIT contract will be suspended.
  4. If there is an indefinite layoff or reduction in time during the term of this Contract, seniority calculations, recall and preferential rehire rights, and severance will be in accordance with my pre-ERIT percentage of time and salary.
  5. If my salary, as a result of my ERIT participation, falls below the Fair Labor Standards Act (FLSA) salary threshold, this may impact my exemption status and, as a result, my overtime eligibility, time reporting, and pay dates.
  6. It is my responsibility to understand the full change to the terms and conditions of my employment as detailed within the ERIT Program description, whether or not they are detailed within the ERIT Program description.
  7. If I am eligible to use the Pay for Family Care and Bonding (PFCB) pay option during an approved qualifying leave while I am participating in ERIT, PFCB will provide me with pay calculated at 100 percent of my pre-ERIT eligible earnings.
  8. I understand that I am advised to contact my local payroll and benefits offices to understand the full impacts of my proposed ERIT contract.

## ELECTION

I understand and have considered the above.

| EMPLOYEE SIGNATURE | DATE | DEPARTMENT HEAD SIGNATURE | DATE |
|--------------------|------|---------------------------|------|
|                    |      |                           |      |

RETENTION: HOME DEPARTMENT: 5 years after separation, except in cases of disability or retirement, in which case retain until age 70.

COPIES TO: 1) Local Human Resources 2) Retirement Administration Service Center, P.O. Box 24570, Oakland, CA 94623-1570 and 3) Employee

## PRIVACY NOTIFICATIONS

### STATE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information about themselves.

The principal purpose for requesting information on this form, including your Social Security number, is to verify your identity, and/or for benefits administration, and/or for federal and state income tax reporting. University policy and state and federal statutes authorize the maintenance of this information.

Furnishing all information requested on this form is mandatory. Failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form may be transmitted to the federal and state governments when required by law.

Individuals have the right to review their own records in accordance with University personnel policy and collective bargaining agreements. Information on applicable policies and agreements can be obtained from campus or Office of the President Staff and Academic Personnel Offices.

The official responsible for maintaining the information contained on this form is the Vice President—University of California Human Resources, 1111 Franklin Street, Oakland, CA 94607-5200.

### FEDERAL

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. The University's record keeping system was established prior to January 1, 1975 under the authority of The Regents of the University of California under Article IX, Section 9 of the California Constitution. The principal uses of your Social Security number shall be for state tax and federal income tax (under Internal Revenue Code sections 6011.6051 and 6059) reporting, and/or for benefits administration, and/or to verify your identity.