ARTICLE 25

BENEFITS

Health

25.1   Eligible employees and eligible family members as defined by CalPERS shall receive health benefits offered through the CalPERS system for the life of the agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. For the duration of this Agreement, the Employer contribution shall be based on the current formula as provided in Government Code Section 22871.

Health Premium Conversion

25.2   All bargaining unit employees who contribute toward health benefits pursuant to provision 25.1 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Dental Care

25.3   For the duration of this agreement, the dental benefits provided by CSU through the insurer(s) selected by CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in provisions 25.7 and 25.8. The CSU Enhanced Level II Indemnity Dental Plan shall be offered to eligible employees and eligible family members. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

25.4   Eligible employees and eligible family members as defined in provisions 25.7 and 25.8 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU. For the duration of this Agreement, the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

Dependent Care Reimbursement

25.5   All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be determined by the CSU and IRS Regulations. All administrative costs for participation shall be paid by participating employees.
Health Care Reimbursement

25.6 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

 Eligible Employees

25.7 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months.

 Eligible Family Members

25.8 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, or an unmarried child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. An unmarried disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier, consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

The parties agree to extend health, dental and vision benefits to domestic partners, as defined pursuant to section 297 et. Seq. of the Family Code, Article 9, section 22867 et. Seq. of the Government Code and section 1261 of the Health and Safety Code, of benefit eligible employees in the bargaining unit. The parties further agree that the registration of domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits as currently set forth in PERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits. If said PERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the domestic partners of benefit eligible employees.

25.9 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditures for such purposes.

Industrial Disability Leave

25.10 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments with charges to his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for
which the IDL is being paid.

25.11 Such supplement shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

25.12 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.

25.13 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Non-Industrial Disability Insurance

25.14 The maximum weekly payment for eligible employees shall be one hundred thirty-five dollars ($135.00).

Recreational Facilities

25.15 Full-time employees shall have access to CMA recreational facilities unless the President has determined that such access interferes with the authorized use of the facilities. A fee equal to the CSU costs may be charged. The use of CMA recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

Information Regarding Benefits

25.16 The CMA Human Resources Office shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security, and/or PERS retirement options.

Parking

25.17 An employee wishing to park at the campus shall pay the CSU parking fee in accordance with CSU campus policy. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee.

a. For the 2014/15 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 2014, but not to exceed an increase of one ($1) per month.
b. For the 2015/16 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 2014, but not to exceed an increase of one ($1) per month.

c. For the 2016/17 fiscal year, parking fees may be raised to an amount equal to that paid by students as of July 2014, but not to exceed an increase of one ($1) per month.

d. Increases may be implemented at any time during the fiscal year, but the campus may not increase parking fees more than once per fiscal year.

Travel Reimbursement

25.18 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the travel reimbursement rates established by the CSU. The CSU shall provide the Union with the current travel rates. Any proposed reduction in the current rates, which affect bargaining unit members, shall be subject to the meet and confer process.

Retirement

25.19 Subject to CalPERS approval and in accordance with current retirement law, the parties agree that any CMA employee that immediately prior to the CMA transition to the CSU was enrolled in the CalPERS Tier 2 retirement plan shall become a member of the CalPERS Tier 1 retirement plan, pursuant to any and all requirements of CalPERS.

25.20 Part-time and temporary employees who do not otherwise participate in the California Public Employees Retirement System will be included in the Department of Personnel Administration’s Part-Time/Seasonal/Temporary Retirement Plan (PST), a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b) (7) (f) of the Internal Revenue Code. The total cost of the Plan will be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction, in accordance with section 414(h) of the Internal Revenue Code, from a participating employee's covered wages each pay period. The total cost for participation in the plan will be borne by the employee.

a. Golden Handshake

If, during the life of this agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement program (so-called "Golden Handshake") for CSU-Local139 represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.
FlexCash Plan

25.21 All employees eligible for either health insurance pursuant to provision 25.1 of the Agreement, or dental insurance pursuant to provisions 25.3 of the Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

1. Waive medical & dental $140 per month
2. Waive medical only $128 per month
3. Waive dental only $12 per month

In order to participate, each employee will be required to request participation and certify that he/she has alternate non-CSU insurance for the CSU insurance being waived. The terms of this program shall be determined by the CSU. All administrative cost for participation shall be paid by the participating employees.

403 (b)

25.22 Bargaining unit members shall be eligible to participate in the 403(b) program in accordance with the regulations and procedures established by CSU and in accordance with IRS regulations.

Employee Assistance Programs

25.23 The CMA shall provide an Employee Assistance Program. The intent of the Employee Assistance Program is to address problems and treatment for abuse of alcohol, drugs and other personal problems.

Employees are encouraged to voluntarily participate in the Employee Assistance Program to address alcohol, drug, or other personal problems. CMA will endeavor to assist an employee’s voluntary efforts related to participation in the program. As a means of correcting job performance problems, CMA may refer an employee to the Employee Assistance Program.

Upon approval, an employee undergoing treatment may use accrued sick leave, CTO, and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the President upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, holiday credits, vacation and CTO have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance Leave.

Medical records concerning an employee's treatment for alcoholism, drug abuse, or other personal problems shall remain confidential and shall remain separate from other personnel materials in the personnel files.