

## ARTICLE 17

### BENEFITS

#### Eligibility

- 17.1 The term "eligible employees" as used in this Article shall mean that an employee must be appointed half time or more for more than six (6) months. Those excluded from health, dental, vision and life and AD&D benefits include any employee paid wholly from funds not controlled by the CSU, or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made.
- 17.2 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse, registered Domestic Partner, and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, natural child recognized by the parent, or a child living with the employee in a parent-child relationship, as certified by the employee at the time of enrollment of the child and annually thereafter, up to the age of 26 is also eligible. A family member who is a disabled child over age twenty-six (26) 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-six (26), 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. Eligibility for family members is defined by CalPERS.

#### Health

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

### **Health Premium Conversion Program (TAPP)**

- 17.4 All bargaining unit employees who contribute toward health benefits pursuant to provision 17.1 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**

- 17.5 For the life of this Agreement, the dental benefits provided by the 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 17.1 and 17.2. The CSU Enhanced Level II Indemnity Dental Plan and the CSU Enhanced Prepaid 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**

- 17.6 For the life of this Agreement, the vision care benefits provided by the CSU through carriers selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 17.1 and 17.2. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

### **Dependent Care Reimbursement**

- 17.7 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 in accordance with IRS regulations. All administrative costs for participation shall be paid by participating employees.

### **Enhanced 1959 Survivors Benefit**

- 17.8 Eligible employees as defined under the Public Employees' Retirement System shall receive the improved 1959 Survivors Benefit as provided in

Government Code Section 21574.7. Bargaining unit employees will continue to pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the contribution of employees will be paid by the CSU.

### **Information Regarding Benefits**

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

### **Industrial Disability Leave**

- 17.10 Upon written notification to the 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 IDL is being paid.
- 17.11 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.
- 17.12 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 17.13 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions except tax-sheltered annuities and deferred compensation plans.

### **Enhanced Industrial Disability Leave (EIDL or Labor Code 4816 Benefit)**

- 17.14 Whenever any sworn bargaining unit employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall be entitled to enhanced industrial disability leave (EIDL) benefits, regardless of his/her period of service with the University.
- 17.15 The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits

may continue for no longer than one (1) year after the date of occurrence of the injury. For the purposes of this EIDL section, "net take home salary" is defined as the amount of salary received after federal income tax, state income tax and employee's retirement contribution has been deducted from the employee's gross salary.

- 17.16 This EIDL benefit shall not be applied to presumptive, stress-related disabilities, any psychiatric disability, or any physical disability arising from a psychiatric injury.
- 17.17 The final decisions as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the Employer. The Employer may periodically review the employee's condition by any means necessary to determine an employee's eligibility for EIDL.
- 17.18 Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- 17.19 This section relating to EIDL will not be subject to the arbitration procedure of this MOU.

### **Uniform Replacement Allowance**

- 17.20 Eligible employees who are required to wear a uniform shall earn a uniform allowance of \$57.00 per qualifying month of service.
- 17.21 Employees shall be responsible for the purchase and maintenance of uniforms required for employment.
- 17.22 The uniform allowance shall be paid monthly.

Uniform allowance payments are taxable and reportable. In addition, each monthly payment is subject to Medicare withholding, and is includable in calculations for overtime and NDI/IDL payments. These payments are reportable to CalPERS as compensation toward retirement only for Classic members.

All deductions from the lump-sum payment for uniform allowance and/or reimbursement shall be in accordance with state and federal law.

## **Travel Reimbursement**

17.23 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with the rates set by the CSU, except that the parties must negotiate on any CSU proposal to decrease such reimbursement allowances.

## **Parking**

17.24 An employee wishing to park on any CSU facility shall pay the parking fee as determined by the CSU. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee.

## **403(b)**

17.25 All members of the bargaining unit shall be eligible to participate in the 403(b) program in accordance with regulations and procedures as established by the California State University and according to IRS regulations.

## **Physical Education Facilities**

17.26 Employees shall have access to campus Physical Education facilities during non-scheduled work hours unless the President has determined that such access interferes with the authorized use of the facilities. The standard campus fee may be charged for the use of CSU-operated facilities. The use of campus Physical Education facilities by employees shall be wholly voluntary and shall not be considered as time worked.

## **FlexCash Plan**

17.27 All employees eligible for either health insurance or dental, pursuant to provision 17.1 of the Agreement, shall be entitled to participate in the CSU FlexCash Plan. A participating employee may waive health and/or dental insurance coverage 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 in the Plan, an employee will be required to request participation and certify that he/she has alternate non-CSU group coverage in the insurance being waived. The terms of this Plan shall be determined by the CSU. All administrative costs for participation shall be paid by the participating employees.

### **Life Insurance**

- 17.28 The CSU shall provide eligible employees as defined in Provision 17.1 with life and accidental death and dismemberment insurance at no cost to the employee. This program shall provide insurance during the term of employment in the amount of fifty thousand dollars (\$50,000).

### **CalPERS Contribution**

- 17.29 The employee shall pay 100% (i.e., 8.0% of 8.0%) of his/her contribution to the California Public Employees Retirement System (CalPERS).

### **CalPERS Benefit**

- 17.30 The employee shall be placed into CalPERS membership and the appropriate retirement benefit formula based on eligibility provisions cited in the Government Code.