

## **ARTICLE 24**

### **BENEFITS**

#### Eligibility

- 24.1 The term "eligible employees" as used in this Article shall mean employees who are appointed half-time or more for more than six (6) months. Those excluded from benefits include intermittent employees or 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.
- 24.2 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 twenty-six (26) is also eligible. A family member who is a disabled child over the 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.
- 24.3 The parties agree to extend health, dental and vision benefits to registered 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 registered domestic partners of benefit eligible employees, and all other procedures and conditions required to receive health benefits, as currently set forth in CalPERS Circular Letter 200-189-04, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this Agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of CalPERS regulations as set forth in CalPERS Circular Letter 200-189-04. If said CalPERS regulations are revised, Circular Letter 200-189-04 regulations as amended will control

the implementation of health, dental and vision benefits for the registered domestic partners of Unit 4 benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon thirty (30) day notice by a party to this Agreement.

### Health

24.4 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 those benefits shall be based on rates established by CalPERS for participating members. The Employer contribution shall be based upon the formula as provided in Government Code Section 22871, and any changes to the employee contribution shall be effective on the date required under this Section even if it occurs during the life of this Agreement.

The contract does not supersede the Government Code as it applies to CalPERS law.

24.5 All bargaining unit employees who contribute toward health benefits pursuant to provision 24.4 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.

### Healthcare Vesting for New Employees

24.6 Bargaining unit employees hired on or after July 1, 2018 and become members of CalPERS on or after July 1, 2018 shall receive the full portion of the CSU contribution payable for health benefits upon retirement at age 52 with at least 10 years of service credit (GC Section 22874.7). In addition, bargaining unit employees meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (GC Section 22958.4).

### Dental

24.7 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for the CSU Enhanced Prepaid Dental Plan and 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

24.8 The vision benefits provided by the CSU through carriers selected by the CSU shall be offered to eligible employees and eligible family members. The Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium.

### Golden Handshake

24.9 If, during the duration of this Agreement, the Office of the Governor and the Department of Finance advise the CSU of the availability of the early retirement ("Golden Handshake") program for Unit 4 employees, the CSU agrees to notify the APC and, upon request, meet and confer regarding said availability.

### 403 (b) Plan

24.10 All members of the bargaining unit shall be eligible to participate in the 403(b) programs in accordance with regulations and procedures as established by the CSU.

### Dependent Care Reimbursement

24.11 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. All administrative costs for participation shall be paid by participating employees.

### Health Care Reimbursement

24.12 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.

### Enhanced 1959 PERS Survivors Benefit

- 24.13 The amount of benefit payable to a surviving spouse or dependent of a bargaining unit employee under the 1959 Survivors Benefit shall be increased to the levels of payment provided for in Government Code Section 21574.7.

Bargaining unit employees will continue to pay a premium of \$2 per month for this benefit as a result of negotiations implementing Government Code Section 21582. The CSU will pay the employer share plus the remaining portion of the employee contributions required for the benefit payable pursuant to Section 21574.7. In accordance with Section 21581 of the Government Code, the University and the employee shall split all costs above \$4.00. Should Section 21582 be amended to allow supersession of Section 21581 by this Agreement, the University agrees that all monthly premiums in excess of the employee contribution will be paid by the CSU.

### Life Insurance

- 24.14 The life and accidental death and dismemberment insurance shall be provided to eligible employees by the CSU through the insurer(s) selected by the CSU at no cost to the employee. This program shall provide insurance during the term of employment in the amount of twenty-five thousand dollars (\$25,000).

### Voluntary Life Insurance

- 24.15 The voluntary life insurance program provided by the CSU through the insurer(s) selected by the CSU shall be offered to eligible Unit 4 employees and eligible family members. The effective date shall be in accordance with the terms of the program.

### Long Term Disability

- 24.16 Effective May 1, 1994 the CSU shall provide eligible employees with a disability income protection plan at no cost to the employee. The level of benefits shall equal the CSU Group Long Term Disability Plan in existence on January 1, 1994.

Information Regarding Benefits

24.17 The campus Human Resources Office shall make available information concerning an individual employee's rights under NDI, IDL, Workers' Compensation, Social Security, and/or CalPERS retirement options.

Flex Cash Program

24.18 Effective on August 1, 1994, all employees eligible for either health insurance pursuant to provision 24.4 or dental insurance pursuant to provision 24.7, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

- |                                |                 |
|--------------------------------|-----------------|
| 1. waive medical & dental only | \$140 per month |
| 2. waive medical only          | \$128 per month |
| 3. waive dental only           | \$12 per month  |

In order to participate, an employee will be required to request participation and certify that they have alternate non-CSU coverage in the insurance being waived.

Part-Time, Seasonal, and Temporary Employees - Retirement

24.19 Part-time, seasonal, temporary and intermittent employees will continue to participate in the PST Retirement Plan administered by the California Department of Human Resources. 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. There shall be no cost to the CSU.

24.20 The maximum weekly payment for employees eligible for Non-Industrial Disability Insurance pursuant to Education Code Section 89529.15, or any successor(s), or substitute provision(s) of the code section, shall be two hundred fifty dollars (\$250.00).