

## ARTICLE 21

### BENEFITS

#### Eligibility

- 21.1 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. Those excluded from health, dental, vision care, and life and accidental death and dismemberment 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.
- 21.2 The term "eligible family member(s)" as used in this Article shall mean the eligible employee's legal spouse, 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, step-child, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over the age of 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.

#### Health, Dental and Vision Benefits for Domestic Partners of CSU Benefit Eligible Employees

- 21.3 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 22818 et. seq. of the Government Code and section 1261 of the Health and Safety Code, or any successor(s) or substitute provision(s) of these code sections of benefit eligible employees in CSUEU-represented bargaining units. The parties further agree that the registration of domestic partners of CSUEU-represented 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 continue to control the implementation of health, dental and vision benefits for the domestic partners of CSUEU-represented benefit eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30-day notice by a party to this agreement.

## Health

- 21.4 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 on the current formula as provided in Government Code Section 22871 or any successor(s) or substitute provision(s) of these code sections for the duration of the agreement.

## Vesting

- 21.5 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

- 21.6 The dental benefits provided by the CSU through the insurer(s) selected by the CSU for its indemnity and prepaid dental plans shall be offered to eligible employees and eligible family members as defined in Provisions 21.1 through 21.2. The CSU Enhanced Level II Indemnity Dental Plan and CSU Enhanced Prepaid Dental Plan shall be offered to eligible employees and eligible family members. For the duration of the agreement, the Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

## Vision Care

- 21.7 Eligible employees and eligible family members as defined in Provisions 21.1 through 21.2 shall be entitled to receive vision care benefits. Such benefits shall be provided by the CSU through carriers selected by the CSU, and the CSU hereby agrees the Employer's contribution shall equal one hundred percent (100%) of the basic monthly premium for the duration of the agreement.

## Health Care Reimbursement Account

- 21.8 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.

## Life, Accidental Death and Dismemberment Insurance

- 21.9 The CSU shall provide eligible employees with a life insurance and accidental death and dismemberment insurance policy at no cost to the employee. This program shall provide life insurance and accidental death and dismemberment insurance during the term of employment in the amount of ten thousand dollars (\$10,000) each for

both types of coverage. Effective the first day of the second month following ratification of this Agreement, the amount of coverage shall increase to fifty thousand dollars (\$50,000) each for both types of coverage.

#### Rural Health Care Stipend

21.10 CSUEU-represented employees who meet all of the following requirements during the January pay period shall be paid a rural health care stipend.

The employee must be eligible and enrolled for CalPERS health insurance benefits and reside in a zip code contained in the list of "California's Proposed Eligible Rural Subsidy Zip Codes by County" of the year of payment; and

The employee must be enrolled in a non-HMO health plan, and live in an area where a HMO health plan is unavailable.

The amount of the stipend shall be fifteen hundred dollars (\$1,500) per year for each eligible employee. Payment of the stipend shall be made prior to April 1 of the year of payment.

The fifteen hundred dollar (\$1,500) stipend shall be available in following years unless the parties negotiate to eliminate the Rural Health Stipend Program and use the funds for other purposes.

#### Non-Industrial Disability Insurance

21.11 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 that code section, shall be two hundred fifty dollars (\$250.00).

#### 403 (b) Plan

21.12 All employees in CSUEU-represented bargaining units shall be eligible to participate in tax-sheltered annuity programs in accordance with the regulations and procedures as established by the CSU and according to IRS regulations.

#### Information Regarding Benefits

21.13 The campus shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security and/or CalPERS retirement options. Upon written request, an employee shall be granted an appointment, during work time, for the purpose of discussing such rights.

#### Travel Reimbursement

21.14 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations.

## Parking Fees

- 21.15 Employees wishing to park at any CSU facility shall pay the staff parking fee in accordance with CSU campus policy.
- a. For the 2022/2023 fiscal year, parking fees may be increased no more than three percent (3%) and may not exceed student parking rates. The increase may apply to all staff parking rates, which could include daily, monthly, semester and/or annual permits.
  - b. For the 2023/2024 fiscal year, parking fee increases are subject to any re-opener of this Article.
  - c. Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.
- 21.16 CSUEU-represented employees employed at two or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a CSUEU-represented employee is employed, provided that the employee has purchased a parking permit during the same timeframe at a CSU campus.
- 21.17 CSUEU-represented employees shall be entitled to purchase parking permits to park in any non-reserved faculty, staff and student parking lots on campus. For the duration of the Agreement, the campus shall not reduce the number of available non-reserved staff parking spaces.
- 21.18 Only employees who pay the reserve, premium, or other specialized lot/space fees may park in reserve, premium, or other specialized lots/spaces. Reserve, premium, and other specialized parking fees may be increased in accordance with campus policy.
- 21.19 Under no circumstances shall parking fees on any campus exceed those paid by CSU students in any given fiscal year. Should student parking fees on any campus be less than those parking fees paid by CSUEU-represented employees, they will not be lowered to the student rate.
- 21.20 The CSU shall provide payroll deductions for this purpose.
- 21.21 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The implementation and terms of this program shall be determined by the CSU.

## Uniform Reimbursement

- 21.22 Employees in classification codes 8810-8812 (Parking Officer) and 8820-8822 (Community Service Specialist) who are required to wear an official uniform, shall be reimbursed actual costs up to three hundred fifty dollars (\$350.00) per calendar year for the replacement and maintenance of uniforms, subject to CSU accountable

plan regulations. Such employees shall be responsible for the purchase and maintenance of uniforms for employment.

- 21.23 All employees in Class Codes 8800-8802 (Police Dispatcher) appointed in excess of six (6) months who are required to wear a uniform as a condition of employment shall be reimbursed actual costs for replacement and maintenance up to two hundred and fifty dollars (\$250) per calendar year, subject to CSU accountable plan regulations.
- 21.24 Uniform reimbursements shall be excluded from the Public Employees' Retirement Plan's definition of compensation.
- 21.25 All deductions from the lump-sum payment for uniform reimbursement shall be in accordance with state and federal law.
- 21.26 Employees may submit reimbursement claims up to the annual maximum as stated in 21.22 and 21.23 for uniform replacement and maintenance costs on a monthly basis. Reimbursements will be processed in accordance with campus accounting procedures. No employee shall be required to expend more than the amount indicated in Provisions 21.22 and 21.23 above on the replacement and maintenance of uniforms in a calendar year.
- 21.27 When the CSU provides a uniform to an employee, the employee is required to wear that uniform. The CSU will provide a reasonable number of uniforms and will replace them as necessary and as determined by the Appropriate Administrator.
- 21.28 The employee may request an advance for the uniform purchase at time of initial hire.

#### Employee Assistance Programs

- 21.29 The CSU shall continue the existing Employee Assistance Program (EAP), or an equivalent program, at each campus. Records pertaining to an employee's participation in the Employee Assistance Program shall remain confidential.
- 21.30 Upon approval by the President, an employee utilizing the EAP 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.
- 21.31 The President may elect to defer further or pending disciplinary action until the completion of the rehabilitation program and a reasonable period of time after the employee has returned to work. At the end of this reasonable period, the decision to impose discipline will be reevaluated.

### Dependent Care Reimbursement

- 21.32 All bargaining unit employees, except intermittent 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.

### Retirement

- 21.33 Pursuant to Government Code Section 20380, or any successor(s) or substitute provision(s) of that code section, all eligible employees are designated as state miscellaneous members under CalPERS.

### Enhanced 1959 Survivors Benefit

- 21.34 Employees who are eligible pursuant to the California Public Employees' Retirement Law shall receive the improved 1959 Survivors Benefit as provided for in Government Code Section 21574.7, or any successor(s) or substitute provision(s) of that code section. Bargaining unit employees shall pay a premium of two dollars (\$2) per month for this benefit. The University agrees that all monthly premium in excess of the employee two dollar (\$2) monthly contribution shall be paid by the CSU.

### Dependent Care

- 21.35 The CSU recognizes the importance of child care, elder care, and disabled dependent care needs to bargaining unit employees. Employees may participate in childcare programs in accordance with existing campus and systemwide policies. At an employee's request, the employee may participate in a flex-time program, upon verification of their dependent care needs. The Appropriate Administrator shall give consideration to an employee's child care, elder care, and disabled dependent care needs when an involuntary work schedule change is to be made. The decision of the Appropriate Administrator regarding voluntary and involuntary work schedule changes, including participation in flex-time programs, made pursuant to this provision, shall be final and shall not be subject to Article 7, Grievance Procedure.

### Health Premium Conversion Program (TAPP)

- 21.36 All eligible employees who contribute toward health benefits pursuant to Provision 21.4 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 the participating employees.

### FlexCash Plan

- 21.37 Eligible employees 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 the employee has alternate non-CSU 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.

Part-Time Employees Retirement Plan

21.38 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the California Public Employees' Retirement System will be included in the Part-Time, Seasonal and Temporary (PST) Retirement Program administered by the California Department of Human Resources Savings Plus Program, a FICA-Safe Harbor Plan, in accordance with the regulations under section 3121(b)(7)(f) of the Internal Revenue Code, or any successor(s) or substitute provision(s) of that code section. 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.

The CSUEU shall receive appropriate advance notice of any change to this Plan. In the case of termination of the Plan or revision of the employees' contribution rate, the CSUEU shall receive appropriate advance notice and the parties will meet and confer over the impact of such termination or revision.

Golden Handshake

21.39 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 CSUEU-represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

Public Transportation Incentives

21.40 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President of the campus, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefit programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:

- a. Free or discounted mass transit passes;
- b. Van pools, which may or may not be subsidized;

- c. Ride Share points;
- d. Commuter tax benefit programs;
- e. Parking permits for bike riders in inclement weather and/or
- f. Shared car programs on campus.

21.41 Upon request and if possible, the CSU may adjust an employee's work schedule to accommodate employees who use mass transit, van pools, ride shares, and other means of alternative transportation. Denial of an employee's request for such a work schedule change shall not be subject to Article 7 (Grievance Procedure) or Article 8 (Complaint Procedure).

#### Housing Assistance Programs

21.42 The CSU shall notify the CSUEU when a campus considers implementing a program to provide housing or housing assistance to its employees, and whether these programs are scheduled to be made available to employees in CSUEU bargaining units. If these programs are not scheduled to be made available to employees in CSUEU bargaining units, then the Union may request a meeting to discuss this issue with the CSU. The parties shall meet within thirty (30) days of the request. Any such programs provided to employees may be considered imputed income and subject to taxes in accordance with IRS regulations.

The final decision regarding what programs are offered to CSU employees, and whether these programs will be made available to employees in CSUEU bargaining units, shall be made by the CSU and shall not be subject to the grievance or complaint procedures of this agreement.