

ARTICLE 20

BENEFITS

Eligibility

- 20.1 The term "eligible employees" 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 and 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.
- 20.2 The term "eligible family member" 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 who is economically dependent upon 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 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.
- 20.3 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, Section 22867 et seq. of the Government Code and Section 1261 of the Health and Safety Code, or their successors as amended, 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. If said CalPERS regulations are revised, Circular Letter 200-189-04 as amended will control the implementation of health, dental and vision benefits for the registered domestic partners of benefit eligible employees.

Health

- 20.4 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 current formula as provided in Government Code Section 22871.

Healthcare Vesting for New Employees

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).

Health Premium Conversion Program (TAPP)

20.5 All eligible bargaining unit employees who contribute toward health or dental benefits pursuant to provision 20.1 or 20.3 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.

Dental

20.6 For the life of this Agreement, 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 20.1 and 20.2. The Employer's contribution to such plans shall equal one hundred percent (100%) of the basic monthly premium.

Vision Care

20.7 For the life of this Agreement, the vision care benefit provided by the CSU through the insurer(s) selected by the CSU shall be offered to eligible employees and eligible family members as defined in provisions 20.1 and 20.2. The Employer's contribution to such plan shall equal one hundred percent (100%) of the basic monthly premium.

Non-Industrial Disability Insurance

20.8 The maximum weekly payment for eligible employees shall be two-hundred and fifty dollars (\$250.00).

Enhanced 1959 Survivors Benefit

- 20.9 The amount of benefit payable to a surviving spouse and/or dependent of an eligible bargaining unit employee under the 1959 Survivors Benefit shall be increased to the level of payment provided in Government Code Section 21574.7. Bargaining unit employees shall continue to pay a premium of two dollars (\$2.00) per month for this benefit. All monthly premiums in excess of the employee contribution shall be paid by the CSU.

Dependent Care Reimbursement Program

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

Parking

- 20.11 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall notify the Union in writing of any change to the parking fee. The CSU shall provide for payroll deductions for this program upon written authorization by the employee.
- 20.12 The CSU shall not be liable for any damage, due to theft, vandalism, or acts of nature, to any vehicle or items of personal property contained therein or attached thereto for any reason while within the boundaries of CSU parking facilities.
- 20.13 The President may determine the allocation of parking spaces at each facility.

403(b)

- 20.14 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 California State University and according to IRS regulations.

Information Regarding Benefits

- 20.15 The campus shall provide information concerning an individual employee's rights under NDI, IDL, Temporary Disability, Social Security, CalPERS retirement options, and the 10/12 or 11/12 pay plan.

FlexCash Plan

20.16 All employees eligible for health insurance, pursuant to provision 20.4 of the Agreement, and dental insurance, pursuant to provision 20.6 of the Agreement, may 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 they have 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 participating employees.

Part-Time Employees Retirement Plan

20.17 Part-time, seasonal, temporary and intermittent employees who do not otherwise participate in the Public Employees Retirement System will be included in the California Department of Human Resources, 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. There shall be no cost to the CSU.

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

Long-Term Disability

20.18 The CSU shall provide eligible employees, as defined in provision 20.1, with long-term disability insurance coverage at no cost to the employees. Effective August 1, 2000, the plan will provide up to a sixty-six and two thirds percent (66 2/3%) benefit after a six-month waiting period.

Golden Handshake

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

Life Insurance

20.20 a. Life and AD&D Insurance

The CSU shall provide to eligible employees, as defined in provision 20.1, life and accidental death and dismemberment insurance with a maximum benefit of \$25,000.00, to be provided through the insurer(s) selected by the CSU.

b. Employee-Paid Voluntary Life Insurance

All eligible bargaining unit employees shall be entitled to participate in the CSU Employee-Paid Voluntary Life Insurance Plan. The terms of this plan shall be determined by the CSU.

Health Care Reimbursement Account

20.21 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.

Medical Malpractice Insurance

20.22 The CSU will provide its medical malpractice insurance policy to UAPD upon request.