

## **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.

#### **Vesting**

- 25.3 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 after retirement at age fifty-two (52) with at least ten (10) years of service credit (Government Code 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 (Government Code 22958.4).

#### **Dental Care**

- 25.4 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 25.8 and 25.9. 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**

- 25.5 Eligible employees and eligible family members as defined in provisions 25.8 and 25.9 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**

- 25.6 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**

- 25.7 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**

- 25.8 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 benefits also 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.

### **Eligible Family Members**

- 25.9 The term "eligible family members" as used in this Article shall mean the eligible employee's legal spouse and children from birth to the end of the month in which the dependent children reach age twenty-six (26). An adopted child, stepchild, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. 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.

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 PERS Circular Letter 200-189-04 and Circular Letter: 600-056-19, 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 registered domestic partners of benefit eligible employees.

- 25.10 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**

- 25.11 Upon written notification to CSU by an eligible employee, the employee may elect to supplement IDL payments with charges to the employee's 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.
- 25.12 Such supplement shall continue until the employee has exhausted the employee's accrued sick leave or until the employee provides to the CSU written notification that they wish to discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.
- 25.13 Such a supplement to IDL payments shall not result in the employee receiving a payment in excess of their regular salary or wage.
- 25.14 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

### **Non-Industrial Disability Insurance**

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

### **Recreational Facilities**

- 25.16 Full-time employees shall have access to Cal Maritime 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 Cal Maritime recreational facilities by employees shall be wholly voluntary and shall not be considered as time worked.

### **Information Regarding Benefits**

- 25.17 The Cal Maritime 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**

- 25.18 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. If parking rates are increased in Fiscal Years 2021/2022, 2022/2023, or 2023/2024, IUOE parking rates shall not exceed those paid by students at the campus or other represented employees at the campus.
- 25.19 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The terms of this program shall be determined by the CSU.

### **Travel Reimbursement**

- 25.20 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**

- 25.21 Subject to CalPERS approval and in accordance with current retirement law, the parties agree that any Cal Maritime employee that immediately prior to the Cal Maritime 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.

25.22 Part-time and temporary employees who do not otherwise participate in the California Public Employees Retirement System will be included in the California Department of Human Resources' 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-Loca139 represented employees, the University agrees to notify the Union and, upon written request from the Union, to meet and confer regarding said availability.

**Flex Cash Plan**

25.23 All employees eligible for either health insurance pursuant to provision 25.1 of the Agreement, or dental insurance pursuant to provisions 25.4 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 they have an 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)**

25.24 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**

- 25.25 Cal Maritime 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. Cal Maritime will endeavor to assist an employee's voluntary efforts related to participation in the program. As a means of correcting job performance problems, Cal Maritime 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.

## **Life, Accidental Death and Dismemberment Insurance**

- 25.26 The CSU shall provide 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 (\$10,000) each for both types of coverage.