# ARTICLE 32

## BENEFITS

### Health Plan and Eligibility

32.1 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 the CalPERS for participating members.

**The parties acknowledge the importance of maintaining high-quality, affordable health benefits for employees, dependents, and eligible retirees, and share an interest in preserving the long-term value and stability of the health benefits program for current and future employees.**

**The parties further acknowledge that health care costs have continued to increase significantly over time, and that the Employer's contribution toward health benefits represents a substantial and important component of the total compensation package provided to employees.**

**In recognition of these shared interests, the parties agree to establish a Health Benefits Review Work Group.**

**Following ratification of this Agreement, the Employer shall convene the Health Benefits Review Work Group. The purpose of the Work Group shall be to promote a shared understanding of health benefit costs, enrollment trends, employee plan selection, employer contribution levels, employee out-of-pocket costs, utilization trends, and comparable public employer practices. The Work Group may also review information and options intended to support the continued availability of high-quality, affordable health benefits in a sustainable manner.**

**Each CSU union participating in the health benefits program may appoint up to two (2) representatives to the Work Group, provided that such representatives must be enrolled in a CSU-sponsored health benefit plan at the time of their appointment and throughout their service on the Work Group. The Employer may designate an equal number of overall representatives.**

**The Employer shall schedule meetings of the Work Group as appropriate to review and discuss relevant information concerning the health benefits program. The parties may exchange information reasonably necessary to carry out the Work Group's purpose.**

**The parties acknowledge that the Work Group is advisory in nature and shall not have the authority to modify any collective bargaining agreement or alter the Employer's contribution toward health benefits during the term of this Agreement. The information developed through the Work Group may be used to assist the parties in developing a common understanding of health benefit costs and may inform future discussions regarding the health benefits program in bargaining.**

**Through December 31, 2027, t**he Employer shall **continue to** contribute the amount required for such payments by Government Code Section 22871. **Effective January 1, 2028, the Employer contribution toward the cost of health benefits shall be determined in the fiscal year 27/28 salary and benefits reopener.**

This provision shall be applicable to all faculty unit employees whose eligibility for CalPERS health benefits derives from their employment in the faculty bargaining unit.

32.2 Eligible lecturers and coaches in academic year classifications who are appointed for at least six (6) Weighted Teaching Units (i.e., 0.4 time base) for at least one (1) semester or two (2) or more consecutive quarters shall be eligible to receive health benefits offered through the CalPERS system for the life of this Agreement. This unique enrollment criterion for health benefits is pursuant to Government Code 22772(4) and the negotiated Agreement between CSU and CFA and is subject to CalPERS rules and regulations.

The CSU shall contribute the amount required for such payments by Government Code Section 22871. This provision shall be applicable to eligible employees in the following academic year classifications:

| Class Code | Class Title |
|---|---|
| 0357 | CMA Lecturer – Cruise AY |
| 0360 | Maritime Vocational Lecturer IV – Cruise AY |

| | |
|---|---|
| 0361 | Maritime Vocational Lecturer IV – Noncruise AY |
| 0364 | Maritime Vocational Lecturer – Cruise AY |
| 0365 | Maritime Vocational Lecturer – Noncruise AY |
| 0557 | CMA Lecturer – 2nd Cruise AY |
| 0560 | Maritime Vocational Lecturer IV – 2nd Cruise AY |
| 0564 | Maritime Vocational Lecturer – 2nd Cruise AY |
| 2308 | Lecturer, Statewide Nursing Program AY |
| 2358 | Lecturer AY |
| 2375 | Head Coach AY |
| 2378 | Coach AY |
| 2381 | Coaching Specialist AY |
| 2384 | Coaching Assistant AY |
| 2385 | Lecturer, CalState TEACH AY |

a. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units (0.4 time base) or more.

b. If during an academic year the enrolled employee is appointed for less than six (6) Weighted Teaching Units, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year. If an enrolled employee is not reappointed, the employee is eligible to continue enrollment through COBRA.

c. If during the initial qualifying appointment period (at least one (1) semester or two (2) or more consecutive quarters) the employee's assignment is reduced to less than six (6) Weighted Teaching Units, the employee's enrollment will be administratively cancelled on the same basis as others who lose eligibility.

d. In accordance with provision 32.1, eligibility shall be as defined by CalPERS.

32.3 All faculty unit employees who contribute toward health benefits pursuant to provisions 32.1 and 32.2 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.

CSU Benefit Plans and Eligibility

32.4 The term "eligible employee(s)" as used to define eligibility for the CSU dental, vision, life insurance, accidental death and dismemberment and long-term disability plans shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from CSU benefit plans also 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.

The term "eligible employee(s)" as used to define eligibility for the CSU dental, vision, life insurance, accidental death and dismemberment and long-term disability plans includes eligible lecturers and coaches in academic year classifications who are appointed for at least six (6) Weighted Teaching Units (i.e., 0.4 time base) for at least one (1) semester or two (2) or more consecutive quarters. Eligible academic classifications are listed in 32.2.

32.5 The term "eligible family member" as used to define eligibility for the CSU dental and vision plans shall mean the eligible employee's legal spouse and unmarried 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 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.

The term "eligible family member" includes the employee's registered domestic partner as defined pursuant to Family Code Section 297 et seq. and subject to the Secretary of State's registration process.

Dental Plans

32.6 CSU enhanced dental benefits shall be offered to eligible employees and eligible family members as defined in 32.4 and 32.5 for the life of this Agreement, fully paid by the Employer. The level of benefits shall be the CSU Enhanced Prepaid Dental Plan and the CSU Enhanced Level II Indemnity Dental Plan.

Eligible employees include participants in the Faculty Early Retirement Program if the participant was enrolled in a CSU dental plan immediately prior to their service retirement and is appointed half-time or more.

Vision Care

32.7 Eligible employees and eligible family members as defined in 32.4 and 32.5 shall be entitled to participate in the vision plan as provided in the plan presently offered by CSU, and the CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

Eligible employees include participants in the Faculty Early Retirement Program if the participant was enrolled in the vision plan immediately prior to their service retirement and is appointed at half-time or more.

32.8 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 expenditure for such purposes.

Life Insurance, AD&D Plan and Disability Benefits

32.9 The CSU shall provide eligible employees as defined in 32.4 with a supplemental life insurance plan at no cost to the employee. This plan shall provide life insurance during the term of employment in the amount of fifty thousand dollars ($50,000). This provision shall be exempt from the conditions set forth in provisions 32.8 and 41.3.

32.10 The CSU shall provide eligible employees as defined in 32.4 with fifty thousand dollars ($50,000) accidental death and dismemberment insurance at no cost to the employee.

32.11 The CSU shall provide eligible employees as defined in 32.4 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, 1996.

32.12 The campus Human Resources Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security and CalPERS or CalSTRS retirement options.

<u>Flex Cash Program</u>

32.13 All employees eligible for either health or dental insurance pursuant to this Agreement shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:

| | | |
|---|---|---|
| a. | Waive medical & dental | $140 per month |
| b. | Waive medical only | $128 per month |
| c. | Waive dental only | $12 per month |

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

<u>Health Care Reimbursement Account</u>

32.14 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.

<u>Dependent Care Reimbursement Program</u>

32.15 All eligible bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be in accordance with Internal Revenue Service Regulations. All administrative costs for participation shall be paid by participating employees and shall be the same as for all other employees.

403(b) Programs and Optional Retirement Plan

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

32.17 Optional retirement plans permitted by legislation and subject to negotiations under HEERA shall be made available to members of the faculty hired after the effective date of any such plan.

Enhanced 1959 Survivor Benefits

32.18 The parties agree as follows regarding the enhanced 1959 survivor benefits:

a. The amount paid to a surviving spouse under the 1959 survivors benefit enhancement shall be the level of payment described in Government Code 21574.7.

b. The employer shall be responsible for payment of the additional monthly premium for such coverage at the rate established by CalPERS for the enhanced survivor benefit.

c. In executing this Agreement the parties acknowledge they have fully discharged whatever obligations to bargain which may have arisen as a result of implementing the previously-referenced status.

Retirement Benefits for Part-time, Seasonal and Temporary Employees

32.19 Part-time, seasonal and temporary employees shall participate in the PST Retirement Plan administered by the California Department of Human Resources (CalHR). The total cost of this CalHR plan shall be paid by participating employees in the form of a seven and one-half percent (7.5%) pre-tax reduction from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

Recreational Facilities

32.20 Employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the students' use of the facilities. A nominal fee to cover CSU costs may be charged. Use of campus recreational facilities by a faculty unit employee pursuant to the terms of this provision shall be wholly voluntary and, for the purpose of workers compensation, any time spent in the use of these facilities shall not be counted as time worked.

Travel Reimbursement

32.21 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations. The parties agree that any increases for CSU employees ratified by the CSU Board of Trustees in the CSU subsistence allowance(s), travel allowance rate(s), and/or automobile mileage rate(s) shall be provided to faculty unit employees, and that the parties must meet and confer on any CSU proposal to decrease such reimbursement allowance(s).

Parking Fees

32.22 **~~During Fiscal Years 2023/2024 and 2024/2025 monthly parking fees may be increased by no more than the percentage of the General Salary Increase received by faculty unit employees during that fiscal year.~~**

**During Fiscal Year 2026/2027, parking fees may be raised by no more than three dollars ($3) per month.**

**During Fiscal Year 2027/2028, parking fees may be raised by no more than three dollars ($3) per month.**

Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year. The increase may apply to all faculty parking rates, which could include daily, monthly, semester and/or annual permits.

The CSU shall not apply parking fees retroactively.

The preceding section shall be subject to the proviso that on no campus shall Unit 3 parking fees exceed those paid by CSU students in any given fiscal year.

32.23 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.

32.24 Faculty Unit Employees employed at two (2) 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 faculty member is employed provided that the faculty unit employee has purchased a parking pass during the same academic term at a CSU campus.

32.25 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, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefits programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:

a. Free or discounted mass transit passes, bike, or micro-mobility rental 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.