

ARTICLE 3

BENEFITS

Health Benefits

- 3.1 The term “eligible Teaching Associate employee(s)” as used in this Article shall mean a Teaching Associate employee who is appointed half-time or more for more than six (6) months. Those employees excluded from health, dental, vision, and life insurance benefits include Graduate Assistants and Instructional Student Assistants.
- 3.2 Eligible Teaching Associate employees and eligible family members as defined by CalPERS shall 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 CalPERS for participating members. The CSU shall contribute the amount required for such payments by Government Code Section 22871. This provision shall be applicable to all Teaching Associate employees whose eligibility for CalPERS health benefits derives from their employment in the UAW unit. Those excluded from health benefits include Graduate Assistants, and Instructional Student Assistants.
- 3.3 The term “eligible family member” as used in this Article shall mean the eligible Teaching Associate employee’s legal spouse, registered domestic partner (through the Secretary of State registration process), and unmarried children from birth to the end of the month in which the dependent children reach age twenty (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 prior to and 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.
- 3.4 All Teaching Associate employees who contribute toward health benefits pursuant to provision 3.2 shall be entitled to participate in the CSU Health Premium Conversion Program (TAPP). The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

Dental Plans

- 3.5 CSU dental benefits shall be offered to eligible Teaching Associate employees and eligible family members as defined in 3.1 and 3.3 for the life of this Agreement, fully paid by the CSU. The level of benefits shall equal the following plans in existence on June 24, 2005: the CSU basic Prepaid Dental Plan and the CSU Enhanced Level I Indemnity Dental Plan.

Vision Care

- 3.6 Eligible Teaching Associate employees and eligible family members as defined in this 3.1 and 3.3 shall be entitled to receive vision care benefits as provided in the program presently offered by CSU and the CSU's contribution shall equal one hundred (100) percent of the basic monthly premium for the life of this Agreement.

Flex Cash Program

- 3.7 Teaching Associate 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 eligible Teaching Associate employee will be required to request participation and certify that he/she has alternative non-CSU insurance for the CSU insurance being waived.

Health Care Reimbursement Account

- 3.8 All eligible Teaching Associate employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by the CSU and in accordance with Internal Revenue Service regulations. All administrative costs for participation shall be paid by participating employees.

Childcare and Dependent Care Reimbursement Account

- 3.9 The CSU and the Union acknowledge that pursuant to the rules of the relevant Auxiliary Organizations on each campus, childcare services are available to employees due to their student status.
- 3.10 All eligible Teaching Associate employees shall be entitled to participate in the CSU Dependent Care Reimbursement Account (DCRA) plan. The terms of this plan shall be determined by the CSU and 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.

Retirement Benefits

- 3.11 Teaching Associate employees' eligibility for membership in the CalPERS retirement system shall be determined pursuant to the California Public Employees' Retirement Law.

Graduate Assistants and Instructional Student Assistants are not eligible for membership in CalPERS.

Healthcare Vesting for New Employees

- 3.12 Teaching Associates hired on or after July 1, 2019 and become members of CalPERS on or after July 1, 2019 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 (**Government Code Section 22874.8**). In addition, Teaching Associates meeting these requirements shall be eligible for the full portion of the CSU contribution payable for basic dental plan (**Government Code Section 22958.5**). **To the extent that a change in legislation is required to implement this provision, the UAW agrees to support the legislative changes necessary to give effect to this agreement.**

Part-time, Seasonal and Temporary Employees Retirement Plan

- 3.13 All bargaining unit members are exempt from Social Security and Medicare taxes, provided the student meets the student FICA exemption addressed in Federal law.

Employees who work during the academic breaks who do not qualify for the student FICA exemption are enrolled in the California Department of Human Resources' Part-time, Seasonal, Temporary (PST) retirement plan in lieu of Social Security. The total cost of this CalHR plan shall be paid by participating student employees in the form of

a seven and one-half percent (7.5%) pre-tax reduction from a participating student employee's covered wages each pay period. There shall be no cost to the CSU.

Travel Reimbursement

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

Parking

3.15 An employee wishing to park at any CSU facility shall be eligible for the same category of parking permit that was available to that classification of employee as of January 1, 2004. Every employee shall pay the parking fee in accordance with CSU campus policy. The CSU shall provide payroll deductions for this purpose in accordance with CSU campus policy.

3.16 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan under the same terms and conditions as eligible non-student employees.

Life Insurance

3.17 The CSU shall provide Teaching Associate employees as defined in 3.1 with a life insurance program at no cost to the employee. This plan shall provide basic life insurance coverage during the term of employment in the amount of fifty thousand dollars (\$50,000).

Industrial Disability Leave

3.18 Teaching Associate employees may participate in the CSU Industrial Disability Leave (IDL) program in accordance with the terms set forth by the CSU.

Non-Industrial Disability Insurance

3.19 Teaching Associate employees may participate in the CSU Non-Industrial Disability Insurance (NDI) program in accordance with the terms set forth by the CSU.

403(b) Plan

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3.20 All bargaining unit employees shall be eligible to participate in 403(b) plans in accordance with regulations and procedures as established by the CSU.