

## **ARTICLE 9 – HEALTH AND WELFARE**

### **9.1 Health Benefits (Excludes Units 3 and 17)**

- A. Upon ratification the employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
- B. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
- C. Health Benefits Eligibility
  1. Employee Eligibility - For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.
  2. Permanent Intermittent (PI) Employees
    - a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.

- b. Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods.
- 3. Family Member Eligibility - For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

### **9.1.3 Health Benefit (Unit 3)**

#### **A. Health Program Description**

- 1. Effective the first day of the pay period following ratification of this Agreement the State will continue to pay the employer health contribution rates established on January 1, 2023. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
  - a. The State shall contribute \$689 per month for coverage of an eligible employee (Party code one).
  - b. The State shall contribute \$1,386 per month for coverage of an eligible employee plus one dependent (Party code two).
  - c. The State shall contribute \$1,784 per month for coverage of an eligible employee plus two or more dependents (Party code three).

The employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members during the previous benefit year. For each employee with enrolled family members, the

employer shall contribute an additional flat dollar amount equal to eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. The established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas on January 1, 2024, January 1, 2025, and January 1, 2026. There shall be no further increase or decrease to the amount(s) in subsequent years without a negotiated Agreement.

2. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.
3. Health Benefits Eligibility
  - a. Employee Eligibility  
For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.
  - b. Permanent Intermittent (PI) Employees  
Initial Eligibility – A PI employee will be eligible to enroll in health benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.  
Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty

(960) paid hours in two (2) consecutive control periods.

c. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB26 (Chapter 588, Statutes of 1999).

**9.1.17 Health/Dental/Vision Benefits (Unit 17)**

A. Consolidated Benefits (CoBen) Program Description

1. CoBen Allowance

Upon ratification by the Legislature, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service

enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth (10th) of the month.

## 2. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to the employee's personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that the employee has qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source the employee may enroll in the CoBen Cash Option Program during the open enrollment period or as newly eligible to receive one hundred fifty-five dollars (\$155) in

taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

- d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that the employee meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, included but not limited to having qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in CoBen Cash Option Program during the open enrollment period or as newly eligible to receive one hundred thirty dollars (\$130) per month. (The State will pay the premium cost of the dental plan and vision plan). Cash will not be paid in lieu of dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- e. Bargaining Unit 17 Permanent Intermittent (PI) employees may enroll in the CoBen Cash Option Program as described in Section 18.1 of this Contract.
- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in subsection A (1) above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.
- g. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen Cash Option.

## B. Health Benefits Eligibility

1. Employee Eligibility

For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

2. PI Employees

a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year.

An eligible PI employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.

b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the CoBen Allowance as specified in subsection A (1) of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B (3) of this agreement.

D. Vision Benefit

1. Basic Plan Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the CoBen Allowance as specified in section A (1). The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under subsection B (3) of this agreement.

4. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

**9.2 Dental Benefit (Excludes Unit 17)**

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2023 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the CalHR.

a. The State shall pay up to \$38.12 per month for coverage of an eligible employee.

- b. The State shall pay up to \$66.56 per month for coverage of an eligible employee plus one dependent.
    - c. The State shall pay up to \$96.21 per month for coverage of an eligible employee plus two or more dependents.
  - 2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.
- B. Employee Eligibility  
Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.
- C. Family Member Eligibility  
Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.
- D. Coverage During First Twenty-Four (24) Months of Employment  
Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until the employee has completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

### **9.3 Vision Benefit (Excludes Unit 17)**

- A. Program Description Basic Plan  
The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive

annual eye examination and twenty-five dollars (\$25) for materials.

**B. Employee Eligibility**

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

**C. Family Member Eligibility**

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

**D. Enhanced Vision Plan Option**

Employees may elect to participate in the Premier Plan during an open enrollment period.

Participation is at the employee's cost.

**E. Nothing in this section would preclude the State from offering an enhanced benefit that would be in favor of the employee. Notice would be provided and the union would have a right to meet and confer.**

**9.4 Out-of-State Supplemental Health Care Program**

A. The State agrees to pay state employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year, expiring after the November 2023 pay period.

Effective with the December 2023 pay period, the state agrees to pay state employees who are headquartered out-of-state and enrolled in a CalPERS sponsored Preferred Provider Organization health plan because they cannot enroll in a CalPERS sponsored HMO plan, a monthly payment based on their health plan party code enrollment.

Party Code 1 \$200.00

Party Code 2 \$250.00

Party Code 3 \$300.00

This payment shall not be considered as "compensation" for purposes of retirement.

This section is grievable through Step 3.

B. Employees headquartered out-of-state and cannot enroll in a CalPERS sponsored HMO whose out-of-pocket medical expenses exceed the CalPERS

sponsored HMO maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to the employee's plan's MOOP. This subsection expires December 31, 2023, and reimbursement may be claimed for all eligible expenses accrued in 2023.

### **9.5 Employee Assistance Program (EAP)**

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, compensating time off (CTO), vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP 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 State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of

absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by the Union, a department which has an internal EAP for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

E. Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

### **9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have the employee's out-of-pocket premium costs taken out of the employee's paycheck before Federal, State, and social security taxes are deducted. Employees who choose not to have the employee's out-of-pocket costs pre-taxed must make an election not to participate in this benefit.

### **9.7 Pre-Retirement Death Continuation of Benefits**

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding Consolidation Omnibus Budget Reconciliation Act (COBRA) rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

### **9.8 INTENTIONALLY EXCLUDED**

#### **9.9 Presumptive Illness**

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them

to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

### **9.10 Employee Injury on the Job**

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by the employee's supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for the employee's full shift.

D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from the employee's normal work assignments.

### **9.11 Enhanced Industrial Disability Leave (EIDL)**

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of the employee's duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DSH, CalVet, or in the Special Schools in the CDE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of the employee's duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient (individual), student, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary. EIDL eligibility and benefits may continue for no

longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the department director may consider and grant EIDL on a case-by-case basis when the department director determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by CalHR.

J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

## **9.12 FlexElect Program**

A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable state and federal laws and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.

- B. To be eligible to enroll in the FlexElect Medical Reimbursement Account or Dependent Care Reimbursement Account, employees must have a permanent appointment with a time base of half-time or more, or if in a limited term or a temporary authorized position, must have mandatory return rights to a permanent position (not permanent intermittent). PI employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.
- C. The State shall continue its current practice on a cash option in the FlexElect Program for Bargaining Unit (BU) 1, 3, 4, 11, 14, 15, 20, and 21 employees who meet the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source, to enroll for the cash option in lieu of health and/or dental coverage. The CoBen Cash Option Program is available to eligible BU 17 employees as discussed in section 9.1.17.
- D. PI employees are eligible to participate in the FlexElect or CoBen Cash Option Program as described in Article 18 of this Contract.
- E. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the FlexElect Cash Option.

### **9.13 Long-Term Care Insurance Plan**

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

### **9.14 Temporarily Disabled Employees**

- A. When an employee claims to be temporarily disabled and prevented from performing the employee's usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.

B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

### **9.15 Industrial Disability Leave (IDL)**

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

E. Temporary Disability (TD) with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the CalPERS or CalSTRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period.

F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for

in the Labor Code and supplementation, as provided in Government Code section 19863.

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

#### **9.16 Group Legal Service Plan**

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

#### **9.17 State Disability Insurance (SDI)**

A. All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code. SDI provides benefits for an employee disabled due to a non-work related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one (1) year after the child's birth or placement of the child in connection with foster care or adoption. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.
2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks and for PFL up to a maximum of six (6) weeks. Effective July 1, 2020, PFL will extend from six (6) weeks to a maximum of eight (8) weeks. The State shall recover the employee's portion of the premium

paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

3. Employees participating in the Out-of-State Supplemental Health Care Program (Article 9.4) shall continue eligibility as long as the employee is not remitting the employee's health, dental and vision premiums directly to the healthcare providers.

4. If an employee is released by the employee's physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), personal necessity leave (PNL-BU 3) or sick leave balances to supplement the employee's SDI benefits.

5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.

6. Beginning on January 1, 2018, an employee taking PFL as described in section A (1) to care for a family member will be eligible for benefits without the seven (7) day waiting period if the employee meets the requirements of section 3303 of the California Unemployment Insurance Code.

7. An employee may elect to supplement the employee's SDI benefit with leave integration up to forty (40) hours per month of the employee's accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), PNL (BU 3), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed the employee's regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work, the employee or the employee's representative must contact the employee's departmental personnel office to provide information on the following:

- a. The date the disability/illness commenced;
  - b. The estimated duration of the disability;
  - c. A phone number where the employee can be reached;
  - d. The election of leave credits usage during the first week of disability;
  - e. The number of hours in a month to be charged to leave credits;
  - f. Whether or not the employee is planning to file for SDI;
  - g. The election to supplement leave credits with SDI benefits;
  - h. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation of benefits and payment.
- B. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.
- C. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain the employee's ENDI and NDI eligibility for six (6) months.
- D. When the State Controller's Office resumes its effort to modernize the State's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

#### **9.18.4 Caltrans Life Insurance (Unit 4)**

- A. In addition to the workers' compensation death benefit provisions of Labor Code section 4702 and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 4 employees, the Department of Transportation (Caltrans) agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary(s) of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:

1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way; and
  2. Payment of the workers' compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705.
- B. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary(s). Payment shall only be made if all of the qualifying criteria contained in the section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled the dispute or a court of competent jurisdiction resolves the matter for the disputants.

#### **9.18.11 Life Insurance (Unit 11)**

- A. In addition to the benefit provisions of Labor Code section 4702 otherwise applicable to Unit 11 employees, and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 11 employees, the State agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary of:
1. Any Caltrans Unit 11 employee, or
  2. A Department of Food and Agriculture (CDFA) Plant Quarantine Inspector, or
  3. A Department of Water Resources (DWR)  
Water Resources Technician I/II  
Construction Inspector Technician Range A/B  
Construction Inspector  
Construction Supervisor I
  4. And, any Public Utilities Commission (PUC) Unit 11 employee. Provided said employees in the above referenced groups A (1) through A (4) are killed while

assigned State duties in State highway or railroad right-of-way under the following conditions:

- a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and
- b. Payment of the Workers' Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705. The department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, copy of the investigation report will be provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that the parties have settled the dispute or a court of competent jurisdiction resolves the matter.

- B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.
- C. The State shall provide the Union with a copy of any changes in life insurance policies required under this section.

#### **9.18.21 Alternative Pre-Retirement Death Benefit (Unit 21)**

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

#### **9.19.3 Light/Limited Duty Assignments (Unit 3)**

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is prognosis for improvement of the illness or injury;
5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the State Personnel Board (SPB). Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in

Article 6 of this Contract, but may be appealed to the SPB, the Department of Fair Employment and Housing (DFEH), and/or the Equal Employment Opportunity Commission (EEOC).

G. This section shall apply to all Unit 3 employees.

#### **9.19.14 Light/Limited Duty Assignments (Unit 14)**

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
  - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
  - 2. When and where the State determines that the assignment provides needed services;
  - 3. When the employee can satisfactorily perform the work;
  - 4. When there is a prognosis for improvement of the illness or injury;
  - 5. Maintaining safety shall be a prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment may be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B (1) through B (5), above.
- D. The State may make alternative assignments, retain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request

in conformance with SPB rules. Nothing in this Section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

#### **9.19.15 Light/Limited Duty Assignments (Unit 15)**

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
  - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
  - 2. When and where the State determines that the assignment provides needed services;
  - 3. When the employee can satisfactorily perform the work;
  - 4. When there is a prognosis for improvement of the illness or injury;
  - 5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.
- C. The duration of a limited duty assignment shall be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

- D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.
- E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

#### **9.19.17 Light/Limited Duty Assignments (Unit 17)**

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the State Personnel Board's (SPB) constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedures) of this Contract.

**9.19.20 Light/Limited Duty Assignments (Unit 20)**

- A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:
  - 1. In accordance with a physician's recommended instructions;
  - 2. Where and when services are needed;
  - 3. To the extent it does not inconvenience other employees;
  - 4. To the extent the employee can satisfactorily perform the work; and
  - 5. Where there is a prognosis for improvement.At the option of the State, the assignment may be extended beyond sixty (60) days.
- B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract.

**9.20.20 Continuation of Flexible Benefits Election (Unit 20)**

When an employee who is enrolled in the State's Flexible Benefits Program (FlexElect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain the employee's flexible benefit elections through the duration of the FlexElect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the FlexElect, the employee shall receive only those benefits contained in this Contract.

**9.21.17 Reasonable Accommodation (Unit 17)**

- A. No State employee shall be unlawfully denied reasonable accommodation. The State agrees to take such actions as necessary to ensure that this purpose is achieved.
- B. Within California Department of Human Resources (CalHR) policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the CalHR.

C. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Agreement. Complaints alleging denial of reasonable accommodation shall be pursued with the State Personnel Board through the complaint procedure specified by the Board and/or with the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

### **9.22 Health Benefits Advisory Committee**

As a part of the Joint Union Labor Management Benefits Advisory Committee, CalHR will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

### **9.23 Supplemental Health Benefits Contribution**

A. The State agrees to provide the employer health benefits contributions pursuant to Sections 9.1 and 9.1.3 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly employer health benefits contribution for each employee who is enrolled in a CalPERS-sponsored health plan.

B. The State agrees to provide the Consolidated Benefits (CoBen) Allowance pursuant to Section 9.1.17 of this contract. Effective the first day of the pay period following ratification by both parties but no earlier than December 1, 2023, the State agrees to provide an additional amount up to \$165 (one hundred and sixty five dollars) toward the monthly CoBen allowance for each employee who is enrolled in a CalPERS-sponsored health plan.

C. This section is grievable through Step 3.

## **9.24 Prefunding of Post-Retirement Health Benefits**

The State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

- A. Beginning July 1, 2018, the State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 will prefund retiree health care, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee and matching employer contributions required to prefund retiree health care shall increase by the following percentages of pensionable compensation:
  1. July 1, 2018: by 1.2 percent.
  2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
  3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.
- B. Effective the first day of the pay period following ratification by both parties, the contribution percentages described in section 9.24 (A) shall be decreased by half a percent (0.5%), for a total of 3.0 percent.
- C. Effective July 1, 2024, and each July thereafter, the contribution percentages described in section 9.24 (B) shall be adjusted based on actuarially determined total normal costs. Adjustment to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent (0.5%) from the total normal cost contributions in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2024, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed half a percent (0.5%) per year.
- D. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half time, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.

E. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.

F. Contributions will be deposited in a designated state subaccount for SEIU Local 1000 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with SEIU Local 1000 Bargaining Units. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

G. Contributions paid pursuant to this Agreement shall not be recoverable under any circumstances to an employee or the employee's beneficiary or survivor.

H. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

I. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.