

Chapter 6

PAID BENEFITS

A. Eligibility

1. The District shall provide paid benefits to each qualified confidential employee as specified in this chapter. Copies of all benefit programs including the specific coverage each program provides shall be available through the office of Human Resources. A “qualified confidential employee” is one who:
 - a. Is either a permanent or probationary classified employee;
 - b. Is employed at least half-time;
 - c. Has been in paid status during the preceding calendar month.

A confidential employee shall be deemed to be in paid status during any recess or intersession if the employee is scheduled to return to paid status at the end of the recess or intersession.

Dependent shall be defined as the confidential employee’s spouse or domestic partner, and any child who is claimed as an allowable dependent on the confidential employee’s Federal Income Tax return.

3. A confidential employee who resigns or is terminated shall cease to be a qualified employee at the end of the calendar month during which his/her resignation becomes effective.
4. A disabled confidential employee receiving long-term disability payments under section I shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified confidential employee for the purpose of receiving health benefits for three years provided the employee has been employed in the District as a qualified employee for at least five years.

B. Medical Benefits

1. The District shall provide each qualified confidential employee and his/her dependents with the option of enrolling in one of the following plans:

Kaiser Foundation Health Plan – a Health Maintenance Organization (HMO)

The District Combined Coverage Medical Plan – a Preferred Provider Organization (PPO+) or

The District Network Only Medical Plan – a Preferred provider Organization (PPO)

2. The District shall provide for the cost of providing benefits for qualified confidential employees and their eligible dependents, subject to the following:

a. **The PPO+ Plan** allows access to both Network and out-of-Network (non-PPO) providers. The Plan is fully paid by the District for the confidential employee only. Confidential employees who enroll dependents in this plan share the cost of the plan as follows:

The confidential employee plus one and the confidential employee plus dependents pay the difference in the premium cost between the District Network Only Plan (PPO) and the District Combined coverage Plan (PPO+)

All individuals enrolled in the PPO+ Plan are subject to the following:

- i. An office visit co-payment of \$20 per visit
- ii. An emergency room co-payment of \$50 if not admitted to the hospital
- iii. A lifetime limit for any employee or dependent of \$2 million per insured
- iv. Services acquired from a non-PPO provider that were available from a PPO provider within 30 miles of the insured's primary residence shall be paid at 80% of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually. Thereafter the Plan shall pay 100% of the UCR charges consistent with other requirements.
- v. No benefits will be paid for a pre-existing condition unless:
 - At least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 - At least 12 consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefits; or
 - With respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.

- b. **The District Network Only Medical Plan (PPO)** allows access to only Network providers. The Plan is fully paid by the District for confidential employees and their dependents. The Plan includes the following:
- i. An office visit co-payment of \$20 per visit
 - ii. Deductibles – the plan has a \$150 annual deductible for each covered individual with a maximum \$400 deductible per family
 - iii. An emergency room co-payment of \$50 if not admitted to the hospital
 - iv. A hospitalization co-payment of \$50
 - v. A lifetime limit for any employee or dependent of \$2 million per insured
 - vi. Services acquired from a non-PPO provider in an emergency or when there is no PPO provider within 30 miles of the insured's primary residence and the care is preauthorized the Plan will pay 100% of the usual and customary rate (UCR)
 - vii. No benefits will be paid for a pre-existing condition unless:
 - At least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 - At least 12 consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefits; or
 - With respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.
- c. **The Kaiser Foundation Health Plan** is fully paid by the District for confidential employees and their dependents. The Plan includes the following:
- i. An office visit co-payment of \$10 per visit.
 - ii. An emergency room co-payment of \$50 if not admitted to the hospital
 - iii. A prescription drug co-payment of \$5 for generic and \$10 for brand name prescriptions.

C. Prescription Drug Benefits

The District PPO+ and PPO plans include coverage for prescription drugs under the following conditions:

1. A \$5 co-payment for generic prescriptions and a \$15 co-payment for brand name prescriptions for employees and their eligible dependents.

2. A \$10 co-payment for generic and a \$30 co-payment for brand name prescriptions received through Mail Order (90 day supply) for employees and their eligible dependents. There is a \$500 annual cap per individual on Mail Order co-payments.

D. Dental Benefits

The District shall provide dental care benefits for each qualified confidential employee and eligible dependents.

E. Vision Care Benefits

The District shall provide vision care benefits to each qualified confidential employee and eligible dependents.

F. Employee Assistance Program

The District shall provide a confidential short-term counseling service qualified confidential employees and eligible dependents, covering such areas as stress, drug-related problems, marital concerns, financial problems, and legal assistance.

G. Life Insurance

The District shall provide each qualified confidential employee with a \$50,000 level-term life insurance benefit. Each eligible dependent is provided with a \$1,500 life insurance benefit.

H. Long-Term Disability Insurance

1. The District shall provide each qualified confidential employee under the age of 70 with long-term disability insurance as follows:
 - a. The insurance shall provide a disability payment equal of 66-2/3% of the employee's "basic monthly earnings" on the date he/she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.
 - b. The disability payment under the long-term disability insurance shall begin after all full-pay sick leave and extended sick leave has been used.

- c. For employees with five years or more of STRS service and two or more eligible children on the date of disability, disability payments shall be payable for one year from the date of disability for both accident and illness provided that the worker is sixty-nine years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payment from STRS.
- d. For all employees not included under paragraph c above, the disability payments shall be payable for 10 years from the date of disability for both accident and illness provided that the worker is 55 years of age or younger on the date of disability. If the employee is older than 55 years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's long-term disability insurance policy.

I. Worker's Compensation

All employees are protected under provisions of the State Workers' Compensation Insurance Law. Any injury must be reported to the campus Health Services office, the Office of Risk Management or the Office of Human Resources within 24 hours or the claim may be denied. (See Chapter 6. E Industrial Accident Leave)

J. Unemployment Insurance

1. Confidential employees are entitled to unemployment insurance benefits under special conditions prescribed by law:
 - a. Disability benefits sometimes associated with unemployment insurance are not included.
 - b. Employees are not entitled to benefits during regularly scheduled academic recesses such as those during the summer and at Christmas and Easter.
 - c. Employees discharged for "misconduct" are disqualified.
 - d. Employees who leave employment without good cause are disqualified.
2. The Office of Human Resources will assist terminating employees who have legitimate claims to file for unemployment compensation. However, since the District pays the full cost of unemployment insurance benefits, any claims that do not fall within the purpose of the law will be challenged.

K. Benefits During Unpaid Leave of Absence

1. A confidential employee on unpaid leave of absence who is not qualified for paid benefits may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:
 - a. For ten-month employees, 1/10th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - b. For eleven-month employees, 1/11th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - c. For twelve-month employees, 1/12th of the full annual premium or its equivalent for each month of unpaid leave of absence.

L. Domestic Partners

1. Domestic Partner Benefits are available to the bona fide domestic partner aged over 18 of an unmarried district employee. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.
2. These benefits consist of medical, prescription drug, dental, and vision. Domestic Partner Benefits do not include Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-employee domestic partner.
3. Additional information regarding eligibility criteria may be obtained by contacting the Benefits Office.
4. Both the employee and the domestic partner must attest to certain facts by completing and signing the Affidavit, which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their partnership. If you have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit, you should consult an attorney.
5. Domestic partner benefits are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA and the IRC. Again, an attorney should be consulted if you have any questions.
6. The district may, at its discretion, require supportive documentation satisfactory to the district concerning the eligibility criteria and assertions contained in the Affidavit.

7. The administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.
8. An "Eligibility Criteria for Domestic Partner Benefits" is contained in Appendix D.

M. Flexible Spending Account

The District shall offer qualified confidential employees the opportunity to set up spending accounts for dependent care and for health care contributions in accordance with IRS regulations.