

**ARTICLE 7
INSURANCE BENEFITS**

7.1 Eligibility

The District shall provide insurance benefits to each probationary or permanent officer as specified in this article.

- 7.1.1 An officer must be in paid status to be eligible for benefits.
- 7.1.2 A newly-hired officer is not eligible for benefits until the month following the month of the officer's hire date with the District.
- 7.1.3 An officer must work at least half-time or at least fifty per cent (50%) of the hours constituting a full-time assignment to be eligible for benefits.
- 7.1.4 A classified officer shall be deemed to be in paid status during any recess or intersession if the officer returns to paid status at the end of the recess or intersession. If an officer does not return to paid status at the end of the recess or intersession due to resignation or termination of employment, any costs incurred by the officer during the recess or intersession will not be compensated under the District's insurance plans.
- 7.1.5 A dependent shall be defined as the officer's spouse or domestic partner and any child who is claimed as an allowable dependent on the officer's federal income tax return.
- 7.1.6 An officer who resigns or is terminated shall cease to be eligible for insurance benefits at the end of the calendar month during which his or her resignation/termination becomes effective.

7.2 Health, Dental and Vision Benefits

- 7.2.1 Effective July 1, 2012, qualified employees shall have the option to enroll in any one of the plans offered by CalPERS. Currently, CalPERS offers PERS Select, PERS Choice, and PERS Care (three PPO plans) and Blue Shield Access+, BlueShield NetValue, and Kaiser CA (three HMO plans). Brief information, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS 2012 Health Benefit Summary. Full information is provided in the plan documents provided by the respective provider: Anthem Blue Cross for PERS Select, PERS Choice, and PERS Care; Blue Shield for Access+ and NetValue; Kaiser for Kaiser CA.

7.2.2 Opt Out

Employees and retirees may elect to waive coverage. An opt-out election shall remain in effect during the entire Plan Year, and the employee/retiree may not re-enroll in a CalPERS plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

7.2.3 District Contribution

District health benefit funding for the period of July 1, 2012 through December 31, 2013 shall be based on a super-composite rate (an average of employee and retiree costs in the three tiers—employee-only; employee plus one; and, employee plus family) of \$976 per employee/retiree per month (PEPM).

7.2.4 Officer Contribution

The amount of the monthly employee contribution for the option in 7.2.1 selected by a full-time employee shall be as follows from July 1, 2012 through December 31, 2013:

PERS Care	July 1, 2012	January 1, 2013
E	\$427	\$457
E + 1	\$853	\$914
E + family	\$1,280	\$1,371
PERS Choice	July 1, 2012	January 1, 2013
E	\$117	\$125
E + 1	\$233	\$250
E + family	\$350	\$376
PERS Select	July 1, 2012	January 1, 2013
E	\$65	\$70
E + 1	\$130	\$140
E + family	\$195	\$210
BS Access+	July 1, 2012	January 1, 2013
E	\$240	\$257
E + 1	\$480	\$514
E + family	\$720	\$771
BS NetValue	July 1, 2012	January 1, 2013
E	\$162	\$174
E + 1	\$324	\$348
E + family	\$486	\$522

Kaiser CA	July 1, 2012	January 1, 2013
E	\$70	\$78
E + 1	\$140	\$156
E + family	\$210	\$234

7.2.4.1 Each part-time eligible officer who works at least fifty per cent (50%) of the hours constituting a full-time assignment will be responsible to make a monthly contribution in addition to the monthly contribution associated with the chosen health insurance plan option. The amount of the additional monthly contribution will be the per employee per month cost (PEPM) established for the PY times the percentage the officer's work assignment is less than a full-time assignment.

7.2.4.2 Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For employees on less than 12-month contracts, i.e. 10- and 11-month contracts, the contributions required during the non-contract month(s) shall normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the District directly for the uncovered amount in accord with the Plan Compliance timelines and procedures.

7.2.5 In addition, employees shall have the option of enrolling in vision and dental coverage offered by the District. The respective monthly contribution rates all include the cost of vision and dental coverage. If a subscriber opts out of dental and vision coverage, the reduction in rates will be a flat \$5, regardless of tier (employee-only, employee-plus-one, employee-plus-family). The dental and vision coverages remain identical to that currently in place.

7.3 **Employee Assistance Program**

The District shall provide an employee assistance program for each officer and his or her eligible dependents. The District shall maintain approved procedures in making formal referrals to the EAP.

7.4 **Life Insurance**

The District shall provide a \$50,000 level-term life insurance benefit for each officer and a \$5,000 level-term life insurance benefit for each eligible dependent.

7.5 Long-term Disability Benefits

The District shall provide each eligible officer with long-term disability insurance as follows:

- 7.5.1 The insurance shall provide a disability payment equal to 66-2/3% of the officer's "basic monthly earnings" on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the officer's annual contract salary.
- 7.5.2 The disability payment under the long-term disability shall begin after all accumulated sick leave and extended sick leave under Article §- 10 has been used.
- 7.5.3 For officers with five (5) years or more of STRS service and two (2) or more eligible children on the date of disability, disability payment shall be paid for one year from the date of disability for both accident and illness provided that the officer is sixty-nine (69) years of age or younger on the date of disability. If the period of disability extends beyond one year, the officer shall receive disability allowance payment from STRS.
- 7.5.4 For all officers not included under Section 7.5.3, the disability payments shall be payable for ten (10) years from the date of disability for both accident and illness provided that the officer is fifty-five (55) years of age or younger on the date of disability. If the officer is older than fifty-five (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 income protection insurance plan.
- 7.5.5 An officer who has separated from the District due to medical reasons and is receiving long-term disability payments under Section 7.5 shall be eligible to receive health benefits under 7.2.1 for a period of two (2) years provided that the officer has been employed by the District for at least five (5) years prior to the officer's separation date.

7.6 Benefits During Unpaid Status

An officer who has been granted an unpaid leave of absence other than FMLA/CFRA is not eligible for paid insurance benefits under Sections 7.2-7.5. However, the officer may continue to receive insurance benefits during the leave of absence by reimbursing the District in advance for the full amount of the premiums for such insurance benefits.

7.7 Flexible Spending Account

The District shall offer officers the option to fund employee contributions to health insurance premium costs through the use of an IRC 125 plan.

7.8 **Insurance Carriers and Benefit Administrators**

The District shall maintain contracts with current insurance carriers and administrators of insurance benefit plans. Any change of carrier or administrator or level of coverage will be made only after consultation and mutual agreement between the parties to this Agreement.

7.9 **Domestic Partners**

- 7.9.1 Bona fide domestic partners aged over 18 of an unmarried eligible officer are eligible to receive health, dental and vision benefits under 7.2.1. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.
- 7.9.2 Domestic Partners are not eligible for Retirement Medical Insurance, Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-employee Domestic Partner.
- 7.9.3 "Eligibility Criteria for Domestic Partner Benefits" are contained in Appendix C. Additional information regarding eligibility criteria may be obtained by contacting the Human Resources Office.
- 7.9.4 Both the officer and the domestic partner must attest to certain facts by completing and signing a Domestic Partnership Affidavit, which includes an Affidavit of mutual responsibility. The "Affidavit for Enrollment of Domestic Partners" is contained in Appendix C. 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 relationship. Officers are advised to consult an attorney if they have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit.
- 7.9.5 The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit.
- 7.9.6 The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is eligible for benefits.