

## **Domestic Partner Program**

The Employer shall establish a Domestic Partner Program to extend certain benefits and travel provisions to an employee's domestic partner and the domestic partner's eligible dependent children.

### **I. Eligibility**

- A. "Domestic partner" is a person of the same or opposite sex as the employee who is in a domestic partnership with the employee that meets all of the conditions for eligibility under the FDIC's Domestic Partner Program, listed in B., below.
- B. The employee and the employee's domestic partner shall complete and submit a "Declaration of Domestic Partnership" certifying that the domestic partnership meets all of the following criteria in order to qualify to participate under the FDIC's Domestic Partner Program:
  - The domestic partnership began on or about a date at least six months prior to the date of execution of the Declaration.
  - Both persons are at least eighteen (18) years of age and mentally competent to sign the Declaration.
  - Both persons are each other's sole domestic partner and intend to remain so indefinitely.
  - Neither person is married (either legally or by common-law) to, or legally separated from, anyone else.
  - Neither person is related by blood or marriage to a degree of closeness that would prohibit marriage in the state of their residence.
  - Both persons reside together and intend to do so indefinitely.
  - Both persons certify that they are in a committed relationship and consider themselves jointly responsible for each other's common welfare and financial obligations.
  - Both persons certify that they are not in a relationship solely for the purpose of obtaining benefits coverage.
- C. The Declaration shall be submitted once at any time on or after the date that the domestic partnership meets all of the conditions described under B., above.
- D. The Employer may request documentation that supports the assertions in the Declaration.
- E. Once the Declaration is received and the employee approved for participation under the FDIC's Domestic Partner Program, the employee is

eligible to enroll/apply for the specific benefits and programs described under III and IV as follows:

- 1) For FDIC Dental, Vision, and Dependent Life Insurance, during the 31-day New Employee Enrollment Period, 2) during the 60-day window following a qualifying life event, and 3) during the annual FDIC Choice Open Enrollment Period.
- 2) For the Health Insurance Premium Reimbursement (HIPR) subsidy, during the next semiannual reimbursement period following enrollment under the FDIC's Domestic Partner Program.
- 3) For the FDIC Relocation Program and/or FDIC Business Travel Accident Insurance Program, at any time following enrollment under the FDIC's Domestic Partner Program.

## **II. Effective Date**

All provisions in this agreement shall become effective on January 1, 2009, unless otherwise specified.

## **III. Benefits Included**

- A. The following benefits shall be included under the Domestic Partner Program:
  - Health Insurance Premium Reimbursement (HIPR)
  - FDIC Employee Dental Insurance
  - FDIC Retiree Dental Insurance
  - FDIC Employee Vision Insurance
  - FDIC Dependent Life Insurance (i.e., Option 2, Spouse/Domestic Partner Life Insurance and Option 3, Family Life Insurance)
- B. To be eligible for the HIPR, the FDIC employee must be enrolled in a plan under the Federal Employees' Health Benefits (FEHB) Program and the domestic partner and/or the domestic partner's eligible children, if any, must be enrolled in and paying for a non-subsidized health insurance plan and cannot be enrolled under any type of subsidized health insurance plan including a government plan (e.g., Medicare or Medicaid).
  - The HIPR shall be equal to the lesser of:
    - Eighty-five percent (85%) of the cost actually paid on a monthly basis for health benefits coverage for the domestic partner's Self-Only or Self & Family non-subsidized health insurance plan, or

- The maximum FDIC monthly contribution for any FEHB insurance option for a Self-Only or Self & Family policy, as applicable, for the Plan Year.
  - The percentage that is used to calculate the HIPR payment shall change by the same amount as any future FDIC FEHB subsidy percentage change during the life of this agreement.
  - HIPR payments shall occur semiannually. One reimbursement shall apply to the health insurance premiums paid for January through June, and the second shall apply to premiums paid for July through December. Employees must submit proof of payment of non-subsidized health insurance premiums for the semiannual period. Reimbursement will be prorated based on full pay periods if the employee was enrolled in the Domestic Partner Program for less than the full six-month reimbursement period.
  - The Employer shall reimburse the employee for expenses incurred beginning on January 1, 2009. Retroactive reimbursements for prior semiannual periods shall not be processed or paid by the Employer.
- C. When a domestic partner and the domestic partner's eligible dependent children, if any, are enrolled for coverage under the FDIC Employee Dental and/or Vision Plan:
- The Employer shall pay the current amount of agency contribution for Self & Family coverage applicable to the selected Option.
  - The employee shall continue to pay the portion of the employee premium for coverage for him or herself on a pre-tax basis biweekly (and, if the employee has enrolled his or her eligible dependent children, for their coverage on a pre-tax basis biweekly). The remaining portion of the employee premium, if any, to provide the coverage for the domestic partner and/or any eligible dependent children of the domestic partner shall be paid on a post-tax basis. The Employer shall bill the employee annually for post-tax dental and/or vision premiums for this coverage.
  - The value of the group dental and/or vision coverage for the domestic partner and/or the domestic partner's eligible dependent children, less the post-tax premiums paid by the employee for that coverage, shall be treated as imputed income and included on the employee's W-2 form. Employees are responsible for the tax consequences of these payments.

- The Employer shall bill the employee annually for the FICA and/or Medicare taxes owed on the imputed income of the dental and/or vision coverage for the domestic partner and/or the domestic partner's eligible dependent children at the same time as the post-tax annual premiums are billed.
- If an employee is eligible to continue FDIC Dental Insurance in retirement, coverage for the domestic partner and/or the domestic partner's eligible dependent children included under the employee's enrollment shall also continue. The retiree shall be billed quarterly on a post-tax basis for the Self & Family coverage but may elect to pay as many quarters in the Plan Year in advance as desired.
- The imputed income of the group coverage under the retiree's dental enrollment for the domestic partner's and/or the domestic partner's eligible dependent children's coverage shall be treated as imputed income and included on a 1099-Misc form that the Employer shall send to the retiree after the end of the Tax Year.
- With respect to FDIC dependent life insurance, the same requirements, coverage and limitations that apply to the enrollment of an employee's spouse and eligible dependent children shall apply to enrollment of a domestic partner and a domestic partner's eligible dependent children.

#### D. First Opportunity to Enroll

The first opportunity for employees to enroll for domestic partner benefits shall be during the 2008 Employee Benefits Open Enrollment Period. Such enrollments shall become effective on the later of January 1 or the first day of the first full pay period after receipt of a signed Declaration acceptable to the Employer.

#### E. Termination of Benefits Coverage

Domestic partner benefits, in whole or in part, shall terminate on the earliest of:

- The last day of the employee's FDIC employment unless the employee qualifies for continued Dental coverage in retirement,
- The last day of the pay period in which the employee, domestic partner, or the domestic partner's eligible dependent children cease to be eligible for one or more domestic partner benefits,

- The last day of the pay period that includes the 365<sup>th</sup> day of continuous leave without pay (or the last day of the pay period that includes the 730<sup>th</sup> day of continuous leave without pay incurred due to serving on active military duty in a contingency operation (as defined under 10 USC sec. 101(a)(13)),
- The last day of the pay period in which the employee fails to comply with the requirements of the FDIC Domestic Partner Program, or
- The last day of the pay period in which the FDIC terminates one or more domestic partner benefits.

#### **IV. Relocation and Regular Duty Travel Program**

The Employer shall treat an employee's domestic partner and/or the domestic partner's eligible dependent children the same as an employee's spouse and the spouse's eligible dependent children for purposes of the provisions governing the FDIC Relocation Travel Program and the FDIC Business Travel Accident Insurance Program.