

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

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HOUSE BILL 1056

Short Title: FAIR 2018.-AB (Public)

Sponsors: Representatives Collins, McNeill, Ross, and Dulin (Primary Sponsors).
For a complete list of sponsors, refer to the North Carolina General Assembly web site.

Referred to: Pensions and Retirement, if favorable, State and Local Government II

June 1, 2018

A BILL TO BE ENTITLED

1 AN ACT TO PROMOTE FINANCIAL ACCOUNTABILITY, INTEGRITY, AND
2 RECOVERY OF ASSETS OF THE TEACHERS' AND STATE EMPLOYEES'
3 RETIREMENT SYSTEM, THE LOCAL GOVERNMENT EMPLOYEES' RETIREMENT
4 SYSTEM, THE CONSOLIDATED JUDICIAL RETIREMENT SYSTEM, THE
5 LEGISLATIVE RETIREMENT SYSTEM, THE FIREFIGHTERS AND RESCUE SQUAD
6 WORKERS' PENSION FUND, THE NATIONAL GUARD PENSION FUND, THE
7 REGISTER OF DEEDS SUPPLEMENTAL PENSION FUND, THE DISABILITY
8 INCOME PLAN, AND THE STATE HEALTH PLAN FOR TEACHERS AND STATE
9 EMPLOYEES.
10

11 Whereas, the employee benefit programs operated by the Department of State
12 Treasurer are an intergenerational partnership between public employees and taxpayers of the
13 State, it is incumbent upon the administrators of those programs to provide for Financial
14 Accountability, Integrity, and Recovery of assets (FAIRness); and

15 Whereas, taxpayers should expect FAIRness in these employee benefit programs, and
16 the Department of State Treasurer should be provided all tools necessary to promote that goal;
17 and

18 Whereas, public employees who are participants in these employee benefit programs
19 by virtue of deductions from compensation should also expect FAIRness as a baseline in the
20 operation of these programs; and

21 Whereas, future generations of North Carolinians benefit from fiscally responsible
22 management provided by FAIRness of these employee benefit programs by the current
23 generation; Now, therefore,

24 The General Assembly of North Carolina enacts:

25 **SECTION 1.** This act shall be known and cited as the "Financial Accountability,
26 Integrity, and Recovery Act of 2018".

27 **SECTION 2.(a)** Article 3B of Chapter 135 of the General Statutes is amended by
28 adding a new section to read:

29 **"§ 135-48.37A Employing unit cooperation in collection of amounts owed to Plan.**

30 (a) Any payment of benefits or other amount to, or premiums or claims paid on behalf
31 of, any Plan member that is later determined to be an overpayment, an erroneous payment, or a
32 benefit or amount for which the Plan member was ineligible shall be repaid by the Plan member
33 to the Plan. If the Plan member is an employee of an employing unit, then any amounts to be
34 recouped under this subsection shall be offset against the net wages of the Plan member.



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1 **(b)** If a Plan member owes an amount to the Plan under this section, has been notified of
2 this amount owed by the Plan member in writing, and has not entered into a payment plan
3 acceptable to the Plan within 30 days after the written notice, then the Plan shall notify the Plan
4 member's employer of the amount owed. Upon receipt of this notice from the Plan, an employing
5 unit shall offset the amount owed against not less than ten percent (10%) of the net wages of the
6 Plan member until the Plan notifies the employing unit that the amount owed has been paid in
7 full. The Plan's notice to the employing unit shall be prima facie evidence that the amount owed
8 is valid and, notwithstanding any other provision of law to the contrary, the employing unit has
9 no obligation to verify the amount owed. The employing unit shall provide no more than 30 days'
10 but not less than 14 days' written notice to the Plan member prior to beginning the offset. The
11 employing unit shall remit all amounts offset under this subsection to the Plan in intervals
12 corresponding with the employing unit's regular pay periods.

13 **(c)** If an employing unit fails to adhere to the provisions of this section, the Plan shall,
14 after notice to the employing unit of its failure to cooperate, be entitled to seek recovery of any
15 amounts due directly from the employing unit.

16 **(d)** No amount due under this section may be forgiven by the Board, the Plan, the
17 Executive Administrator, the State Treasurer, or an employing unit. The Plan and the employing
18 unit shall have a duty to pursue the repayment in full of these funds by all lawful means available,
19 including the filing of a civil action in the General Court of Justice.

20 **(e)** Nothing in this section shall be construed to limit the Plan's ability to pursue
21 alternative judicial remedies against a Plan member or a former Plan member, including the
22 pursuit of a judgment and lien against real property."

23 **SECTION 2.(b)** G.S. 135-9 reads as rewritten:

24 **"§ 135-9. Exemption from garnishment, attachment, etc-etc.; employing unit to offset**
25 **amount owed by member or beneficiary.**

26 **(a)** Except for the applications of the provisions of G.S. 110-136, and G.S. 110-136.3 et
27 seq., and in connection with a court-ordered equitable distribution under G.S. 50-20, the right of
28 a person to a pension, or annuity, or a retirement allowance, to the return of contributions, the
29 pension, annuity or retirement allowance itself, any optional benefit or any other right accrued or
30 accruing to any person under the provisions of this Chapter, and the moneys in the various funds
31 created by this Chapter, are exempt from levy and sale, garnishment, attachment, or any other
32 process whatsoever, and shall be unassignable except as in this Chapter specifically otherwise
33 provided. Application for System approval of a domestic relations order dividing a person's
34 interest under the Retirement System shall be accompanied by an order consistent with the
35 system-designed template order provided on the System's Web site. For orders entered on or after
36 January 1, 2015, payment to a member's former spouse pursuant to any such domestic relations
37 order shall be limited to the lifetime of that former spouse and, upon the death of that former
38 spouse, the former spouse's share shall revert to the member.

39 **(b)** Notwithstanding any provisions to the contrary, any overpayment of benefits or
40 erroneous payments to a member in a State-administered retirement system or the former
41 Disability Salary Continuation Plan or the Disability Income Plan of North Carolina, including
42 any benefits paid to, or State Health Plan premiums or claims paid on behalf of, any member or
43 beneficiary who is later determined to have been ineligible for those benefits or unentitled to
44 those amounts, may be offset against any retirement allowance, return of contributions or any
45 other right accruing under this Chapter to the same person, the person's estate, or designated
46 beneficiary.

47 **(c)** Notwithstanding any provisions to the contrary, if a member or beneficiary is
48 employed by the State or any political subdivision of the State, then any overpayment of benefits
49 or erroneous payments to, or on behalf of, the member or beneficiary shall be offset against the
50 net wages of the member or beneficiary. If a member or beneficiary owes an amount to the
51 Retirement System, has been notified of this amount in writing, and has not entered into a

1 payment plan acceptable to the Retirement System, then the Retirement System shall notify the
2 member or beneficiary's employer of the amount owed. Upon receipt of this notice from the
3 Retirement System, the employer shall offset the amount owed against not less than ten percent
4 (10%) of the net wages of the member or beneficiary until the Retirement System notifies the
5 employer that the amount has been paid in full. The Retirement System's notice shall be prima
6 facie evidence that the debit is valid and, notwithstanding any other provision of law to the
7 contrary, the employer has no obligation to verify the amount owed. The employer shall provide
8 no more than 30 days' but not less than 14 days' written notice to the member or beneficiary prior
9 to beginning the offset. The employer shall remit all amounts offset under this subsection to the
10 Retirement System in intervals corresponding with its regular pay periods. If an employer fails
11 to adhere to the provisions of this section, then the Retirement System shall, after notice to the
12 employer of its failure to cooperate, be entitled to seek recovery of any amounts due directly
13 from the employer.

14 (d) Nothing in this section shall be construed to limit the Retirement System's ability to
15 pursue alternative judicial remedies against a member or a beneficiary, including the pursuit of a
16 judgment and lien against real property."

17 **SECTION 2.(c)** G.S. 128-31 reads as rewritten:

18 **"§ 128-31. Exemptions from ~~execution~~; employing unit to offset amount owed by**
19 **member or beneficiary.**

20 (a) Except for the applications of the provisions of G.S. 110-136, and G.S. 110-136.3 et
21 seq., and in connection with a court-ordered equitable distribution under G.S. 50-20, the right of
22 a person to a pension, an annuity, or a retirement allowance, to the return of contributions, the
23 pension, annuity or retirement allowance itself, any optional benefit or any other right accrued or
24 accruing to any person under the provisions of this Article, and the moneys in the various funds
25 created by this Article, are exempt from levy and sale, garnishment, attachment, or any other
26 process whatsoever, and shall be unassignable except as in this Article specifically otherwise
27 provided. Application for System approval of a domestic relations order dividing a person's
28 interest under the Retirement System shall be accompanied by an order consistent with the
29 system-designed template order provided on the System's Web site. For orders entered on or after
30 January 1, 2015, payment to a member's former spouse pursuant to any such domestic relations
31 order shall be limited to the lifetime of that former spouse and, upon the death of that former
32 spouse, the former spouse's share shall revert to the member.

33 (b) Notwithstanding any provisions to the contrary, any overpayment of benefits or
34 erroneous payments to a member in a State-administered retirement system, the Disability Salary
35 Continuation Plan, or the Disability Income Plan of North Carolina, including any benefits paid
36 to, or State Health Plan premiums or claims paid on behalf of, any member who is later
37 determined to have been ineligible for those benefits or unentitled to those amounts, may be
38 offset against any retirement allowance, return of contributions or any other right accruing under
39 this Chapter to the same person, the person's estate, or designated beneficiary.

40 (c) Notwithstanding any provisions to the contrary, if the member or beneficiary is an
41 employee of an employing unit of the State or any political subdivision of the State, then any
42 overpayment of benefits or erroneous payments to, or on behalf of, the member or beneficiary
43 shall be offset against the net wages of the employee. If a member or beneficiary owes an amount
44 to the Retirement System, has been notified of this amount in writing, and has not entered into a
45 payment plan acceptable to the Retirement System, then the Retirement System shall notify the
46 member or beneficiary's employer of the amount owed. Upon receipt of this notice from the
47 Retirement System, the employer shall offset the amount owed against not less than ten percent
48 (10%) of the net wages of the member or beneficiary until the Retirement System notifies the
49 employer that the amount owed has been paid in full. The Retirement System's notice shall be
50 prima facie evidence that the amount owed is valid and, notwithstanding any other provision of
51 law to the contrary, the employer has no obligation to verify the amount owed. The employer

1 shall provide no more than 30 days' but not less than 14 days' written notice to the member or
2 beneficiary prior to beginning the offset. The employer shall remit all amounts offset under this
3 subsection to the Retirement System in intervals corresponding with its regular pay periods. If
4 an employer fails to adhere to the provisions of this section, then the Retirement System shall,
5 after notice to the employer of its failure to cooperate, be entitled to seek recovery of any amounts
6 due directly from the employer.

7 (d) Nothing in this section shall be construed to limit the Retirement System's ability to
8 pursue alternative judicial remedies against a member or a beneficiary, including the pursuit of a
9 judgment and lien against real property."

10 **SECTION 2.(d)** This section is effective when it becomes law. Subsection (a) of this
11 section applies to all amounts owed by a Plan member for which notice is sent on and after that
12 date, regardless of the date the benefit, claim, or premium amount which the Plan member was
13 ineligible, the overpayment, or the erroneous payment was made. Subsections (b) and (c) of this
14 section apply to all amounts owed by a member or beneficiary to the applicable retirement system
15 for which notice is sent on and after that date, regardless of the date the overpayment of benefits
16 or the erroneous payment was made.

17 **SECTION 3.** G.S. 135-48.37 reads as rewritten:

18 "**§ 135-48.37. Liability of third person; right of subrogation; right of first recovery.**

19 (a) The Plan shall have the right of subrogation upon all of the Plan member's right to
20 recover from a liable third party for payment made under the Plan, for all medical expenses,
21 including provider, hospital, surgical, or prescription drug expenses, to the extent those payments
22 are related to an injury caused by a liable third party. The Plan member shall do nothing to
23 prejudice these rights. The Plan has the right to first recovery on any amounts so recovered,
24 whether by the Plan or the Plan member, and whether recovered by litigation, arbitration,
25 mediation, settlement, or otherwise. Notwithstanding any other provision of law to the contrary,
26 the recovery limitation set forth in G.S. 28A-18-2 shall not apply to the Plan's right of subrogation
27 of Plan members.

28 (b) If the Plan is precluded from exercising its right of subrogation, it may exercise its
29 rights of recovery against any third party who was overpaid. If the Plan recovers damages from
30 a liable third party in excess of the claims paid, any excess will be paid to the member, less a
31 proportionate share of the costs of collection.

32 (c) In the event a Plan member recovers any amounts from a liable third party to which
33 the Plan is entitled under this section, the Plan may recover the amounts directly from the Plan
34 member. If, prior to the Plan exercising its rights under this section, a Plan member utilizes or
35 otherwise disposes of any amounts that were recovered from a liable third party to which the Plan
36 is entitled under this section, then the Plan may pursue alternative judicial remedies against the
37 Plan member to recover the amount to which the Plan is entitled, including the pursuit of a
38 judgment and lien against real property.

39 (c1) The Plan has a lien, for not more than the value of claims paid related to the liability
40 of the third party, on any damages subsequently recovered by a Plan member against the any
41 liable third party. If the Plan member fails to pursue the remedy against a liable third party, the
42 Plan is subrogated to the rights of the Plan member and is entitled to enforce liability in the Plan's
43 own name or in the name of the Plan member for the amount paid by the Plan.

44 (d) In no event shall the Plan's lien exceed fifty percent (50%) of the total damages
45 recovered by the Plan member, exclusive of the Plan member's reasonable costs of collection as
46 determined by the Plan in the Plan's sole discretion. The decision by the Plan as to the reasonable
47 cost of collection is conclusive and is not a "final agency decision" for purposes of a contested
48 case under Chapter 150B of the General Statutes. Notice of the Plan's lien or right to recovery
49 shall be presumed when a Plan member is represented by an attorney, and the attorney shall
50 disburse proceeds pursuant to this section."

51 **SECTION 4.** G.S. 1-359 reads as rewritten:

1 **"§ 1-359. Debtors of judgment debtor may satisfy execution.**

2 (a) After the issuing of an execution against property, all persons indebted to the
3 judgment debtor, or to any one of several debtors in the same judgment, may pay to the sheriff
4 the amount of their debt, or as much thereof as is necessary to satisfy the execution; and the
5 sheriff's receipt is a sufficient discharge for the amount paid.

6 (b) When the Division of Employment Security of the Department of Commerce
7 ~~(Division)~~ prevails in a civil action against an employer to collect unpaid employment taxes under
8 G.S. 96-10(b), the Division may attach or garnish the employer's credit card receipts or other
9 third-party payments in payment of the unpaid taxes in the manner provided by subsection (a) of
10 this section. Direct receipt by the Division is a sufficient discharge for the amount paid by a credit
11 card company, clearinghouse, or third-party payment processor.

12 (c) When the State Health Plan for Teachers and State Employees prevails in a civil
13 action against a provider to collect an overpayment, the State Health Plan may attach or garnish
14 the provider's credit card receipts or other third-party payments in payment of the amount owed
15 in the manner provided by subsection (a) of this section. Direct receipt by the State Health Plan
16 is a sufficient discharge for the amount paid by a credit card company, clearinghouse, or
17 third-party payment processor.

18 (d) In addition to the intercept authority under G.S. 135-8(f) and G.S. 128-30(g), when
19 the Teachers' and State Employees' Retirement System of North Carolina, the Disability Income
20 Plan of North Carolina, or the North Carolina Local Government Employees' Retirement System
21 prevails in a civil action against a participating employer, as defined under G.S. 35-1 or
22 G.S. 128-21, to collect monies owed, the Teachers' and State Employees' Retirement System of
23 North Carolina, the Disability Income Plan of North Carolina, or the North Carolina Local
24 Government Employees' Retirement System may attach or garnish the employer's credit card
25 receipts or other third-party payments in payment of the amount owed in the manner provided
26 by subsection (a) of this subsection. Direct receipt by the Teachers' and State Employees'
27 Retirement System of North Carolina, the Disability Income Plan of North Carolina, or the North
28 Carolina Local Government Employees' Retirement System is a sufficient discharge for the
29 amount paid by a credit card company, clearinghouse, or third-party payment processor."

30 **SECTION 5.(a)** G.S. 135-48.37 is amended by adding a new subsection to read:

31 "(e) The priority of any lien held by the State Health Plan for Teachers and State
32 Employees shall be superior to all nongovernmental liens and rights, whether such liens and
33 rights are prior or subsequent to the lien."

34 **SECTION 5.(b)** G.S. 44-49(a) reads as rewritten:

35 **"§ 44-49. Lien created; applicable to persons non sui juris.**

36 (a) From and after March 26, 1935, there is hereby created a lien upon any sums
37 recovered as damages for personal injury in any civil action in this State. This lien is in favor of
38 any person, corporation, State entity, municipal corporation or county to whom the person so
39 recovering, or the person in whose behalf the recovery has been made, may be indebted for any
40 drugs, medical supplies, ambulance services, services rendered by any physician, dentist, nurse,
41 or hospital, or hospital attention or services rendered in connection with the injury in
42 compensation for which the damages have been recovered. Where damages are recovered for
43 and in behalf of minors or persons non compos mentis, the liens shall attach to the sum recovered
44 as fully as if the person were sui juris. The priority of a lien held by the State Health Plan for
45 Teachers and State Employees shall be superior to all nongovernmental liens and rights, whether
46 such liens and rights are prior or subsequent to the lien."

47 **SECTION 5.(c)** G.S. 44-50 reads as rewritten:

48 **"§ 44-50. Receiving person charged with duty of retaining funds for purpose stated;**
49 **evidence; attorney's fees; charges.**

50 A lien as provided under G.S. 44-49 shall also attach upon all funds paid to any person in
51 compensation for or settlement of the injuries, whether in litigation or otherwise. If an attorney

1 represents the injured person, the lien is perfected as provided under G.S. 44-49. Before their
2 disbursement, any person that receives those funds shall retain out of any recovery or any
3 compensation so received a sufficient amount to pay the just and bona fide claims for any drugs,
4 medical supplies, ambulance services, services rendered by any physician, dentist, nurse, or
5 hospital, or hospital attention or services, after having received notice of those claims. Evidence
6 as to the amount of the charges shall be competent in the trial of the action. Subject to
7 G.S. 135-48.37, the priority of a lien held by the State Health Plan for Teachers and State
8 Employees shall be superior to all nongovernmental liens and rights, whether such liens and
9 rights are prior or subsequent to the lien. Nothing in this section or in G.S. 44-49 shall be
10 construed so as to interfere with any amount due for attorney's services. The lien provided for
11 shall in no case, exclusive of attorneys' fees, exceed fifty percent (50%) of the amount of damages
12 recovered. Except as provided in G.S. 44-51, a client's instructions for the disbursement of
13 settlement or judgment proceeds are not binding on the disbursing attorney to the extent that the
14 instructions conflict with the requirements of this Article."

15 **SECTION 5.(d)** G.S. 44-51 reads as rewritten:

16 "**§ 44-51. Disputed claims to be settled before payments.**

17 (a) Whenever the sum or amount or amounts demanded for medical services or hospital
18 fees shall be in dispute, nothing in this Article shall have any effect of compelling payment
19 thereof until the claim is fully established and determined, in the manner provided by law:
20 Provided, however, that when any such sums are in dispute the amount of the lien shall in no
21 case exceed the amount of the bills in dispute.

22 (b) This section shall not apply to amounts owed to the State Health Plan for Teachers
23 and State Employees for past-due account receivables related to claims payments."

24 **SECTION 5.(e)** This section is effective when it becomes law. Priority of the State
25 Health Plan for Teachers and State Employees' lien over nongovernmental liens and rights
26 created under this section shall apply only to nongovernmental liens and rights that have attached
27 to the applicable property on or after the effective date of this act.

28 **SECTION 6.(a)** Article 1 of Chapter 135 of the General Statutes is amended by
29 adding a new section to read:

30 "**§ 135-18.10B. Prohibition on purchase of forfeited service.**

31 Any member whose retirement benefits have been forfeited under G.S. 135-18.10 or
32 G.S. 135-18.10A is prohibited from subsequently purchasing or repurchasing either those
33 forfeited benefits or any creditable membership service associated with those forfeited benefits."

34 **SECTION 6.(b)** Article 3 of Chapter 128 of the General Statutes is amended by
35 adding a new section to read:

36 "**§ 128-38.4B. Prohibition on purchase of forfeited service.**

37 Any member whose retirement benefits have been forfeited under G.S. 128-38.4 or
38 G.S. 128-38.4A is prohibited from subsequently purchasing or repurchasing either those forfeited
39 benefits or any creditable membership service associated with those forfeited benefits."

40 **SECTION 6.(c)** Article 4 of Chapter 135 of the General Statutes is amended by
41 adding a new section to read:

42 "**§ 135-75.1B. Prohibition on purchase of forfeited service.**

43 Any member whose retirement benefits have been forfeited under G.S. 135-75.1 or
44 G.S. 135-75.1A is prohibited from subsequently purchasing or repurchasing either those forfeited
45 benefits or any creditable membership service associated with those forfeited benefits."

46 **SECTION 6.(d)** Article 1A of Chapter 120 of the General Statutes is amended by
47 adding a new section to read:

48 "**§ 120-4.33B. Prohibition on purchase of forfeited service.**

49 Any member whose retirement benefits have been forfeited under G.S. 120-4.3 or
50 G.S. 120-4.3A is prohibited from subsequently purchasing or repurchasing either those forfeited
51 benefits or any creditable membership service associated with those forfeited benefits."

1 **SECTION 6.(e)** Article 86 of Chapter 58 of the General Statutes is amended by
2 adding a new section to read:

3 **"§ 58-86-101. Prohibition on purchase of forfeited service.**

4 Any member whose retirement benefits have been forfeited under G.S. 58-86-100 is
5 prohibited from subsequently purchasing or repurchasing either those forfeited benefits or any
6 creditable membership service associated with those forfeited benefits."

7 **SECTION 7.** G.S. 135-4.1 reads as rewritten:

8 **"§ 135-4.1. Reciprocity of creditable service with other State-administered retirement**
9 **systems.**

10 (a) Members First Hired Prior to July 1, 2021. – Only for the purpose of determining
11 eligibility for benefits accruing under this Article, Article for members first hired prior to July 1,
12 2021, creditable service standing to the credit of a member of the Legislative Retirement System,
13 Consolidated Judicial Retirement System, or the Local Governmental Employees' Retirement
14 System or service standing to the credit of a member of the Optional Retirement Program shall
15 be added to the creditable service standing to the credit of a member of this System; provided,
16 that in the event a person is a retired member of any of the foregoing retirement systems or the
17 Optional Retirement Program, such creditable service standing or service standing to the credit
18 of the retired member prior to retirement shall be likewise counted. In no instance shall service
19 credits maintained in the aforementioned retirement systems or the Optional Retirement Program
20 be added to the creditable service in this System for application of this System's benefit accrual
21 rate in computing a service retirement benefit unless specifically authorized by this Article.

22 (a1) Members First Hired on or After July 1, 2021. – Only for the purpose of determining
23 eligibility for benefits accruing under this Article for members first hired on or after July 1, 2021,
24 creditable service standing to the credit of a member of the Legislative Retirement System,
25 Consolidated Judicial Retirement System, or the Local Governmental Employees' Retirement
26 System shall be added to the creditable service standing to the credit of a member of this System;
27 provided that in the event a person is a retired member of any of the foregoing retirement systems
28 such creditable service standing or service standing to the credit of the retired member prior to
29 retirement shall be likewise counted. In no instance shall service credits maintained in the
30 aforementioned retirement systems be added to the creditable service in this System for
31 application of this System's benefit accrual rate in computing a service retirement benefit unless
32 specifically authorized by this Article.

33 (b) A person who was a former member of this System and who has forfeited his
34 creditable service in this System by receiving a return of contributions and who has creditable
35 service in the Legislative Retirement System, Consolidated Judicial Retirement System, or the
36 Local Governmental Employees' Retirement System may count such creditable service for the
37 purpose of restoring the creditable service forfeited in this System under the terms and conditions
38 as set forth in this Article and reestablish membership in this System.

39 (c) Creditable service under this section shall not be counted twice for the same period
40 of time whether earned as a member, purchased, or granted as prior service credits."

41 **SECTION 8.(a)** Article 3B of Chapter 135 of the General Statutes is amended by
42 adding a new section to read:

43 **"§ 135-48.46. Settlement agreements by employing units.**

44 (a) No employing unit may enter into any settlement agreement with an employee or
45 former employee as a result of its grievance process regarding health benefits covered under the
46 Plan unless the employing unit has received written authorization from the Plan's Executive
47 Administrator.

48 (b) No settlement agreement between an employing unit and an employee or former
49 employee may reinstate health benefit coverage under the Plan more than one year prior to the
50 date of the settlement agreement.

1 (c) Any settlement agreement provision in violation of this section shall be void ab
2 initio."

3 **SECTION 8.(b)** This section is effective when it becomes law and applies to any
4 settlement agreements entered into on or after that, including any settlement agreements which
5 may be under negotiation on or before that date.

6 **SECTION 9.(a)** G.S. 135-8(f)(2)f. reads as rewritten:

7 "f. Each employer shall transmit to the Retirement System on account of
8 each member who retires on or after January 1, 2015, having earned
9 his or her last month of membership service as an employee of that
10 employer the lump sum payment, as calculated under G.S. 135-4(jj)
11 for inclusion in the Pension Accumulation Fund, that would have been
12 necessary in order for the retirement system to restore the member's
13 retirement allowance to the pre-cap amount. Employers are not
14 required to make contributions on account of any retiree who became
15 a member on or after January 1, 2015, and who earned at least five
16 years of membership service in the Retirement System after January
17 1, 2015. The retirement allowance of a member with a final average
18 compensation of more than one hundred thousand dollars (\$100,000),
19 as hereinafter indexed, shall not be subject to the contribution-based
20 benefit cap if the compensation was earned from multiple
21 simultaneous employers, unless an employer's share of the average
22 final compensation exceeds one hundred thousand dollars (\$100,000).
23 An employer is not required to make contributions on account of any
24 retiree whose final average compensation exceeds one hundred
25 thousand dollars (\$100,000), as hereinafter indexed, based upon
26 compensation earned from multiple simultaneous employers, unless
27 that employer's share of the average final compensation exceeds one
28 hundred thousand dollars (\$100,000), as provided and indexed under
29 G.S. 135-5(a3).

30 Under such rules as the Board of Trustees shall adopt, the
31 Retirement System shall report monthly to each employer a list of
32 those members for whom the employer made a contribution to the
33 Retirement System in the preceding month that are most likely to
34 require an additional employer contribution should they elect to retire
35 in the following 12 months, if applicable."

36 **SECTION 9.(b)** G.S. 128-30(g)(2)b. reads as rewritten:

37 "b. Each employer shall transmit to the Retirement System on account of
38 each member who retires on or after January 1, 2015, having earned
39 his or her last month of membership service as an employee of that
40 employer the lump sum payment, as calculated under G.S. 128-26(y)
41 for inclusion in the Pension Accumulation Fund, that would have been
42 necessary in order for the retirement system to restore the member's
43 retirement allowance to the pre-cap amount. Employers are not
44 required to make contributions on account of any retiree who became
45 a member on or after January 1, 2015, and who earned at least five
46 years of membership service in the Retirement System after January
47 1, 2015. The retirement allowance of a member with a final average
48 compensation of more than one hundred thousand dollars (\$100,000),
49 as hereinafter indexed, shall not be subject to the contribution-based
50 benefit cap if the compensation was earned from multiple
51 simultaneous employers, unless an employer's share of the average

1 final compensation exceeds one hundred thousand dollars (\$100,000).
 2 An employer is not required to make contributions on account of any
 3 retiree whose final average compensation exceeds one hundred
 4 thousand dollars (\$100,000), as hereinafter indexed, based upon
 5 compensation earned from multiple simultaneous employers, unless
 6 that employer's share of the average final compensation exceeds one
 7 hundred thousand dollars (\$100,000), as provided and indexed under
 8 G.S. 128-27(a3).

9 Under such rules as the Board of Trustees shall adopt, the
 10 Retirement System shall report monthly to each employer a list of
 11 those members for whom the employer made a contribution to the
 12 Retirement System in the preceding month that are most likely to
 13 require an additional employer contribution should they elect to retire
 14 in the following 12 months, if applicable."

15 **SECTION 10.(a) G.S. 135-105 reads as rewritten:**

16 **"§ 135-105. Short-term disability benefits.**

17 (a) Any participant who becomes disabled and is no longer able to perform his or her
 18 usual occupation ~~may, after at least 365 calendar days succeeding his date of initial employment~~
 19 ~~as a teacher or employee and at least one year of contributing membership service,~~ may receive a
 20 benefit commencing on the first day succeeding the waiting ~~period;~~ period provided ~~that the all of~~
 21 the following conditions are met:

- 22 (1) Application for the benefit occurs at least 365 calendar days succeeding the
 23 participant's date of initial employment as a teacher or employee.
- 24 (2) The participant has at least one year of contributing membership service
 25 earned within 36 calendar months immediately preceding the date of
 26 disability. Salary continuation used during the period as provided in
 27 G.S. 135-104 shall count toward this one-year requirement.
- 28 (3) Application for the benefit occurs no later than 180 days following the first
 29 day of the waiting period.
- 30 (4) The participant's employer and attending physician shall certify that such the
 31 participant is mentally or physically incapacitated for the further performance
 32 of duty, that such duty.
- 33 (5) The participant's incapacity was incurred at the time of active employment
 34 and has been continuous thereafter; provided further that the requirement for
 35 one year of contributing membership service must have been earned within
 36 36 calendar months immediately preceding the date of disability and further,
 37 salary continuation used during the period as provided in G.S. 135-104 shall
 38 count toward the aforementioned one year requirement thereafter.

39 As to the requirement that a participant applying for short term disability benefits have at
 40 least one year of contributing membership service within the 36 calendar months immediately
 41 preceding the date of disability, a participant who would have qualified for a benefit under this
 42 section but for service in the uniformed services shall not be denied a benefit under this section
 43 because of that interruption for military service provided all other requirements of this section
 44 are met.

45 Notwithstanding the requirement that the incapacity was incurred at the time of active
 46 employment, any participant who becomes disabled while on an employer approved leave of
 47 absence and who is eligible for and in receipt of temporary total benefits under The North
 48 Carolina Workers' Compensation Act, Article 1 of Chapter 97 of the General Statutes, will be
 49 eligible for all benefits provided under this Article.

50 ...

1 (d) ~~The~~For short-term disability benefits that begin before July 1, 2019, the provisions of
2 this section shall be administered by the employer and further, the benefits during the first six
3 months of the short-term disability period shall be the full responsibility of and paid by the
4 employer; Provided, further, that upon the completion of the initial six months of the short-term
5 disability period, the employer will continue to be responsible for the short-term benefits to the
6 participant, however, such employer shall notify the Plan, at the conclusion of the short-term
7 disability period or upon termination of short-term disability benefits, if earlier, of the amount of
8 short-term benefits and State Health Insurance premiums paid by the employer and the Plan shall
9 reimburse the employer the amounts so paid.

10 (d1) For short-term disability benefits that begin on and after July 1, 2019, the provisions
11 of this section shall be administered by the employer. The benefits during the first 12 months of
12 the short-term disability period, including benefits from a preliminary determination of eligibility
13 for long-term disability under subsection (f) of this section, shall be the full responsibility of and
14 paid by the employer.

15"

16 **SECTION 10.(b)** This act is effective when it becomes law and applies to
17 applications for short-term disability benefits beginning on or after that date.

18 **SECTION 11.** Except as otherwise provided, this act is effective when it becomes
19 law.