



OCCIDENTAL COLLEGE

CALIFORNIA VOLUNTARY DISABILITY PLAN

PLAN DOCUMENT

**AMENDED AND RESTATED EFFECTIVE WITH RESPECT TO DISABILITIES
COMMENCING ON OR AFTER JANUARY 1, 2021**

OCCIDENTAL COLLEGE

NAME Haren Salce
TITLE Manager of Benefits
DATE 12/11/20

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Acronyms

| | |
|-------------|---|
| CFRA | <i>California Family Rights Act</i> |
| CUIC | <i>California Unemployment Insurance Code</i> |
| EDD | <i>Employment Development Department</i> |
| FMLA | <i>Family and Medical Leave Act</i> |
| PFL | <i>Paid Family Leave</i> |
| SDI | <i>State Disability Insurance</i> |
| VP | <i>Voluntary Plan</i> |
| VPDI | <i>Voluntary Plan Disability Insurance (benefits)</i> |
| VPFL | <i>Voluntary Plan Paid Family Leave (benefits)</i> |
| WBA | <i>Weekly Benefit Amount</i> |

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Effective with respect to disabilities commencing on or after January 1, 2021 Occidental College hereby restates, in its entirety, the Occidental College California Voluntary Disability Plan so as to read as set forth below:

I. **BENEFIT ENHANCEMENTS**

The below element(s) constitute a greater benefit or right provided to the Employees covered under this Voluntary Plan.

- ❖ Contributions (Page 3, 11):
 - Employee contribution rate and maximum contribution are lower than the State
- ❖ Claim Intake Process: (Page 6, 11)
 - Extended claim filing period beyond the 41st compensable day of disability or period of family care leave

II. **LEGISLATIVE DISCLOSURE**

REGULATORY/LEGISLATIVE CHANGES IMPACTING VOLUNTARY PLANS – 2021

SB-1123 Disability compensation: paid family leave

This bill would, on and after **January 1, 2021**, expand the scope of the family temporary disability insurance program to include time off to participate in a qualifying exigency related to the covered active duty, as defined, or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the armed forces of the United States, as specified. The bill would, when an employee for the first time requests leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty, or notification of an impending call or order to covered active duty, of the employee's spouse, domestic partner, child, or parent in the armed forces of the United States, authorize the Employment Development Department to require the employee to provide a copy of the covered active duty orders or other documentation issued by the military that indicates that the employee's spouse, domestic partner, child, or parent is in the armed forces of the United States, is on covered active duty or call to covered active duty, and the dates of the covered active duty service.

III. **COVERAGE**

A. Eligibility

All California Employees in covered employment as defined in Section 2606 of the California Unemployment Insurance Code are eligible for coverage under the Plan.

B. Effective Date of Coverage

Individuals employed prior to the effective date of the Plan will be eligible for coverage on the effective date of the Plan. Individuals employed on or after the effective date of the Plan will become eligible for coverage on the date of their employment. Individuals employed on or after the effective date of the Plan are covered as of the date of their employment unless coverage is rejected in writing. Any Employee who has rejected coverage, or who has withdrawn from the Plan, and who subsequently elects, in writing, to be covered under the Plan, will be covered on the first (1st) day of the second (2nd) Calendar Quarter next following the date of such election. The effective date of the Plan is April 3, 1978.

IV. DISABILITY BENEFITS

Effective with respect to periods of Disability commencing on or after the effective date of the Plan, the benefits set forth below will be payable to any Employee covered under the Plan:

- (i) who becomes disabled by any physical or mental illness, injury, including but not limited to pregnancy, childbirth, or related medical conditions so as to prevent him/her from performing his/her regular or customary work; or
- (ii) who has been ordered not to work by written order from a State or local health officer because he/she is infected with, or suspected of being infected with, a communicable disease; or
- (iii) who has been referred or recommended by competent medical authority to participate as a resident in either an approved alcoholism recovery program or an approved drug free residential program; however, benefits for alcoholism recovery treatment will be paid for a period not to exceed thirty (30) days, and benefits for drug free residential facility participation will be paid for a period not to exceed forty-five (45) days in a Disability Benefit Period, unless the referring physician certifies to the need for continuing resident services, in which event benefits will be payable for up to sixty (60) additional days for alcoholism recovery treatment, and for up to forty-five (45) additional days for drug free residential facility participation.

The payment of all benefits is subject to the limitations and provisions hereinafter stated.

A. Disability Waiting Period

For each Disability Benefit Period, the Employee claiming benefits under the Plan will serve a seven (7) day non-payable waiting period. Benefits will commence on the earliest of:

1. the eighth (8th) consecutive day of Disability;
2. the first (1st) full day of Hospital Confinement; or
3. the first (1st) full day of treatment in a hospital Surgical Unit or a Surgical Clinic, provided the Employee is disabled for a period of at least eight (8) days during the Disability Benefit Period as a result of such treatment.

However, in the event that an Employee's Disability extends beyond fourteen (14) days during any one (1) Disability Benefit Period, the waiting period, if any, will be waived.

B. Amount of Disability Benefit

Pursuant to AB908 and for periods of Disability and Paid Family Leave commencing on or after January 1, 2018, but before January 1, 2022, the weekly benefit amount for which the Employee is covered under this Plan (subject to Limitations and Exclusions) will be no less than the weekly amount that would be paid by the State Plan.

1. Benefit Class 1 – The amount of weekly benefit a Benefit Class 1 Employee will receive (subject to Limitations and Exclusions) is 60% of the Employee's Earnings, subject to a maximum weekly benefit of \$1,357 and a minimum weekly benefit of \$50.
2. Benefit Class 2 - The amount of weekly benefit a Benefit Class 2 Employee will receive (subject to Limitations and Exclusions) is 70% of the Employee's Earnings, subject to a maximum weekly benefit of \$1,357 and a minimum weekly benefit of \$50.

C. Maximum Benefit

The maximum benefit payable for any one (1) Disability Benefit Period will be fifty-two (52) times the applicable amount of weekly benefit as determined in II.B. above, however, in no case will exceed the maximum number of weeks the Employee would have been paid by the California State Disability Plan.

D. Benefits for Less than One (1) Week

For each day of any period of Disability for which benefits are payable and which is less than a full week, the amount of benefit payable will be one-seventh (1/7th) of the amount of the weekly benefit.

E. Redirection of Benefit

An individual eligible to receive benefits under this Plan may choose to redirect a portion of his/her weekly benefit to cover all or part of the cost of Employee paid benefits. In order to allow the Employer to redirect a portion of the Voluntary Plan benefit, the Employee must designate in writing, on a form available from the Employer, the weekly amount to be redirected for payment of the Employee paid benefit. This redirection may be initiated at the time the Employee applies for Voluntary Plan benefits or at any time while receiving Voluntary Plan benefits. The Employee may terminate or change the terms of the Voluntary Plan redirection of benefits at any time while receiving benefits under this Voluntary Plan.

V. CONTRIBUTIONS

Employees covered under the Plan will make contributions to the Plan in an amount not in excess of that which would otherwise be required by Sections 984 and 985 of the California Unemployment Insurance Code. In 2021, Employees that participate in the Plan contribute, through payroll deduction, **0.80%** of the first **\$128,298** of annual wages. The maximum contribution is **\$1,231.66** in 2021.

An Employee will not be required to make contributions to the Plan, while he/she is on an approved Family or Medical Leave.

VI. LIMITATIONS AND EXCLUSIONS

A. No Benefits Are Payable

1. For any Disability which is not supported by a Certificate from a Physician or Practitioner stating the medical facts within the Physician's or Practitioner's knowledge, a conclusion with respect to the Disability of the Employee, and an opinion with respect to the probable duration of the illness, except that a Certificate showing an Employee has been referred or recommended by competent medical authority to participate as a resident in an alcoholism recovery program or drug free residential program need not show actual Disability.

The Certificate of medical eligibility, for new and/or continued claims, must contain a diagnosis and an ICD diagnostic code, or, where no diagnosis has been obtained, a detailed statement of symptoms. The Certificate must also be based on a physical examination and documented medical history of the Employee.

As to any Employee who is hospitalized in or under the care of any medical facility of the United States Government, a Certificate as to the Employee's Disability, signed by any duly authorized medical officer of such facility, will be acceptable.

With respect to an Employee who is hospitalized in a county hospital in this State, or hospitalized by said county hospital in another hospital, a Certificate as to such Employee's Disability as shown by his/her hospital chart, signed by the registrar of the hospital, will be acceptable.

If any individual in good faith adheres to the teachings of any bona fide church, sect, denomination, or organization, and depends for healing entirely upon prayer or spiritual means, the Certificate of a duly authorized or accredited practitioner of such bona fide church, sect, denomination, or organization as to the Disability of the Claimant, and the estimated duration of such Disability, will be accepted.

However, such Certificate is not required if the Employee submits evidence of receipt of temporary disability benefits under a Workers' Compensation law for any day for which he/she is entitled to receive unemployment compensation disability benefits reduced by such temporary Workers' Compensation benefits.

2. For any period of Disability for which benefits are paid or payable under any Unemployment Compensation Act of the United States or of any state.
3. For any day for which the Employee receives wages or regular wages from any Employer, except that such benefits will be paid for any seven (7) day week or partial week, in an amount not to exceed his/her maximum weekly amount provided by this Plan, which together with the wages or regular wages received, does not exceed his/her weekly wage, exclusive of wages paid for overtime work, immediately prior to the commencement of the Disability.
4. For any period of Disability while an Employee is confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.

5. For any day of unemployment and Disability for which the Employee receives, or is entitled to receive benefits or cash payments for a) temporary or permanent disability indemnity, under a workers' compensation or employer liability law of this State, or any other state, or the federal government; or b) permanent disability benefits for the same injury or illness under the workers' compensation law of this State, any other state, or the federal government. If such cash payments for a) temporary disability; or b) permanent disability, are less than the amount he/she would otherwise receive as benefits under this Plan, he or she will be entitled to receive for such day, if otherwise eligible, disability benefits, reduced by the amount of such cash payments.
 6. If the Employee has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact in order to obtain any benefits under this Plan. Disqualifications because of false statement or representation will be effective from the date the disqualifying determination is issued and for not less than six (6) nor more than thirty-four (34) days immediately following such day. If there is a recurrence of the same exclusion, subsequent to the initial exclusion during such period, the period excluded will be extended for an additional period not to exceed fifty-six (56) days.
 7. To an individual who is a) incarcerated, in any federal, state or municipal penal institution, jail, medical facility, public or private hospital or in any other place because of a criminal conviction of a federal, state or municipal law or ordinance, or b) who commits a crime and is disabled due to an illness or injury, caused by, or arising out of the commission of, arrest, investigation, prosecution of any crime that results in a felony conviction.
- B. Benefits will be limited to the State Plan Rate (weekly amount and maximum duration) under the following situation:**
1. For any Disability occurring during the first (1st) three (3) months of employment.
 2. For any Disability arising in connection with a Workers' Compensation claim.
 3. For any Disability arising during the extended coverage period following the commencement of a leave of absence without pay or a layoff without pay.

VII. PRORATION OF BENEFITS

In case of any period of Disability for which an Employee entitled to benefits hereunder is simultaneously covered by one (1) or more other plans (including Voluntary Plans and the State Disability Fund), and accordingly is entitled to other unemployment compensation disability benefits on account of the same disability, the amount payable under this Plan for such period of Disability will be:

- A. The amount, if any, by which the basic benefits to which the Employee otherwise would have been entitled under this Plan exceeds the benefits to which he/she would have been entitled under the California Unemployment Insurance Code if he/she were not covered by any Voluntary Plan; plus
- B. The quotient of the amount of basic benefits to which the Employee would have been entitled under the California Unemployment Insurance Code, if he/she were not covered by any

Voluntary Plan divided by the number of plans (including Voluntary Plans and the State Disability Fund) under which he/she is simultaneously entitled to benefits.

VIII. TERMINATION OF INDIVIDUAL EMPLOYEE COVERAGE

An Employee's coverage will terminate:

- A. At midnight on the date of Termination of the Employer-Employee Relationship, or at midnight on the fifteenth (15th) day following the commencement of a leave of absence without pay or a layoff without pay (excluding Employees on a Family or Medical Leave); or
- B. On the date he/she ceases to be an eligible Employee; or
- C. As of the beginning of the Calendar Quarter next following the Employee's giving notice, in writing, of his/her intention to withdraw from the Plan; or
- D. Termination of approval of the VP by the Director of the EDD.
- E. Withdrawal of the VP by the Employer or a majority of its Employees employed in the State covered by the Plan.

IX. COMPLIANCE

The Employer hereby guarantees that: (1) each Employee covered by this Plan will, in all respects, be afforded rights at least equal to those afforded by the State Disability Fund and will receive a weekly rate and maximum amount and duration of benefits at least equal to those which he/she would have received from the State Disability Fund but for coverage by this Plan. (2) No employee will be excluded or restricted from this Plan due to age, sex, income, or pre-existing health condition.

X. CLAIM INTAKE PROCESS

Claim forms may be obtained by contacting the Personnel Department or Office Manager. After the Employee and his/her Physician or Practitioner, or other person authorized to certify Disability, have completed and signed the required authorization forms, the forms should be forwarded to Sedgwick, the disability claims administrator appointed by the Employer. Except for good cause, a claim must be filed no later than forty-nine (49) days from the first (1st) day of compensable Disability or Paid Family Leave.

An Employee who files a claim will receive a Notice of Computation (DE 429D) from the State, which shows the minimum amount, he/she should be paid. Employees should note the wage quarters used by the State to compute the amount. If an Employee was in the military service, received Workers' Compensation benefits, or did not work because of a trade dispute during his/her Base Period, he/she may be able to substitute wages paid in prior quarters to make the claim valid or increase the benefit amount. If the claim is invalid because of extended unemployment during his/her Base Period, the Employee may also be able to substitute wages paid in prior quarters to make the claim valid. An Employee may appeal the accuracy of the computation or re-computation to the California Employment Development Department within thirty (30) days after the notice of computation or re-computation was mailed. Written appeals must be signed by the Employee and include the Employee's name and Social Security number, as well as the name of the Employer and the reason for

filing the appeal. Voluntary Plan appeals related to Disability benefits may be sent to any Employment Development Department office.

The Employee must establish medical eligibility for each uninterrupted period of Disability or Paid Family Leave by filing a first claim for benefits supported by the Certificate of a treating Physician or Practitioner that establishes the sickness, injury, or pregnancy of the Employee or that warrants the care of the Care Recipient. For subsequent periods of uninterrupted Employee Disability or care of the Care Recipient after the period covered by the initial Certificate or any preceding continued claim, the Employee must file a continued claim for those benefits supported by the Certificate of a treating Physician or Practitioner. A Certificate filed to establish medical eligibility for the Employee's own sickness, injury, or pregnancy or that warrants the care of the Care Recipient must contain a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, if no diagnosis has yet been obtained, a detailed statement of symptoms.

A Certificate filed to establish medical eligibility of the Employee's own sickness, injury, or pregnancy or care of the Care Recipient must also contain a statement of medical facts, including secondary diagnoses when applicable, within the Physician's or Practitioner's knowledge, based on a physical examination and a documented medical history of the Employee or Care Recipient by the Physician or Practitioner, indicating the Physician's or Practitioner's conclusion as to the Employee's Disability or Care Recipient's need for care, and a statement of the Physician's or Practitioner's opinion as to the expected duration of the Disability or need for care.

Under the provisions of the California Unemployment Insurance Code, the Employer or its authorized Administrator will have the right to:

- A. require supplemental forms from the Physician or Practitioner or those authorized to certify the Employee's Disability or Care Recipient's Serious Health Condition as often as deemed necessary, and
- B. have a Physician or Practitioner examine any Employee or Care Recipient while the Employee is claiming benefits under this Plan. This may be done as often as may be reasonably required during the period payment may be due under this Plan. Continued medical certification, signed by a certified Physician or Practitioner, must be submitted within twenty (20) days of the date the Employee is issued a notice of final payment or the Employee receives a request for additional medical certification, whichever is later. Additional medical certification may be requested as often as may be reasonably required during the period payment may be due under this Plan.

XI. APPEALS - VOLUNTARY PLAN DISABILITY (VPDI) BENEFITS

An Employee covered under a Voluntary Plan may appeal the denial of a claim to the California Employment Development Department within thirty (30) days from the date the notice of denial was mailed. Written appeals must be signed and will include the Employee's name and Social Security number, as well as the name of the Employer and the reason for filing the appeal. VPDI appeals may be sent to any EDD office.

As provided in the California Code of Regulations, an Employee may elect to continue to receive Disability benefits pending the outcome of an appeal to an administrative law judge when the

voluntary plan had determined the Employee initially eligible and subsequently found the Employee to be ineligible.

XII. OVERPAYMENTS

In the event that the calculation of a benefit under this Plan results in an overpayment to the Employee for any reason, the Employee will be required to repay such overpayment to the Plan only to the extent permitted under the California Unemployment Insurance Code and the California Code of Regulations. The Employer will make reasonable arrangements with the Employee or his/her legal representative for the repayment to the Plan of such overpayment, including but not limited to, reduction of future benefits under the Plan or the reduction of future pay from the Employer as allowed under the California Unemployment Insurance Code and the California Code of Regulations. An Employee may appeal the overpayment determination to the California Employment Development Department within thirty (30) days from the date the notice of overpayment was mailed. Written appeals must be signed by the Employee and include the Employee's name and Social Security number, as well as the name of the Employer and the reason for filing the appeal. Voluntary Plan appeals related to Disability benefits may be sent to any Employment Development Department office.

XIII. OTHER REQUIREMENTS

- A. Security as required by the Employment Development Department will be deposited to secure the operation of the Plan. The amount of deposit will be determined by the Department and will be deposited with the State Treasurer for the purpose herein specified.
- B. The Employer agrees to furnish to the Department the information, reports, and records as are required for the proper administration of the Plan.
- C. The Employer agrees to pay all valid assessments or charges levied by the Employment Development Department in accordance with the California Unemployment Insurance Code. Payments under California Unemployment Insurance Code Section 3252 (b) will be paid from the Voluntary Plan.
- C. The Plan will continue in effect for a period of one (1) year from the effective date and continuously thereafter unless EDD finds that the Employer or a majority of its Employees covered by the Plan have given notice of withdrawal or otherwise rejected coverage under the Plan, or thirty (30) days' advance written notice is given of the termination of the Plan. Termination will be effective only on the anniversary of the effective date of the Plan next following the filing of the notice; except that the Plan may be terminated on the operative date of any law increasing the benefit amounts provided by Sections 2653 and 2655 of the Unemployment Insurance Code, or the operative date of any change in the rate of worker contributions as determined by Section 984, if notice of such termination of the Plan is transmitted to the Department not less than thirty (30) days prior to the operative date of such law or change. If the Plan is not terminated on such thirty (30) days notice because of the enactment of a law increasing benefits or because of a change in the rate of worker contributions as determined by Section 984, the Plan will be amended to conform to such increase or change on the operative date of the increase or change.

XIV. VOLUNTARY PLAN PAID FAMILY LEAVE PROVISIONS

It is the intent of the Plan to pay Voluntary Plan Paid Family Leave (VPFL) benefits as required under Section 3300 et seq. of the California Unemployment Insurance Code.

Unless expressly stated to the contrary in this section, all other provisions of the Voluntary Plan will apply to the administration of the VPFL Program.

Effective with respect to periods for Paid Family Leave (PFL) commencing on or after January 1, 2020 any Employee covered under this Plan who takes PFL to care for another's Serious Health Condition or to Bond with a Child, will be paid benefits for the period of such leave as follows, subject to the provisions of the "Exclusions and Limitations" listed in Section XIV.I.

A. COVERAGE

1. Eligibility

All California Employees who are covered by the Plan are also covered for PFL benefits.

2. Effective Date of Coverage

Covered Employees may file claims for PFL benefits commencing on or after July 1, 2004.

B. PAID FAMILY LEAVE BENEFITS

Effective with respect to periods of PFL benefits on or after the effective date of coverage, the benefits set forth below will be payable to any Employee covered under the Plan:

1. Who requires PFL benefits to care for a Child, Grandparent, Grandchild, Parent, Parent-In-Law, Sibling, Spouse, or Domestic Partner with a Serious Health Condition; or
2. Who requires time to Bond following the birth of a new Child of the Employee, the Employee's Spouse or the Employee's Domestic Partner; or
3. Who requires time to Bond with a new Child in connection with adoption or Foster Care placement of the new Child of the Employee, the Employee's Spouse or the Employee's Domestic Partner.
4. Who requires PFL benefits for each full day during which he or she is unable to work due to participating in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the Armed Forces of the United States for all CA PFL claims with effective dates January 1, 2021 or after.

The payment of all benefits is subject to the limitations, exclusions and provisions hereinafter stated.

C. PFL Waiting Period

Pursuant to AB908, effective January 1, 2018, the waiting period for all PFL claims is eliminated. Benefits will commence on the first day of eligible PFL.

D. Amount of PFL Benefit

The maximum and minimum weekly PFL benefit amounts for which an Employee is covered under PFL will be the same amount as the maximum and minimum weekly Disability benefit payable under the Voluntary Plan as provided in Section IV b1 and 2.

E. Maximum Benefit

The maximum benefit payable to an Employee for a PFL claim will be limited to eight (8) times the weekly benefit amount in a Twelve (12) Month Period.

REGULATORY/LEGISLATIVE CHANGES IMPACTING VOLUNTARY PLANS – 2021

SB-1123 For all CA PFL claims with effective dates January 1, 2021 or after, individuals will be eligible to receive benefits for each full day during which he or she is unable to work due to participating in a qualifying exigency related to the covered active duty or call to covered active duty of the individual's spouse, domestic partner, child, or parent in the Armed Forces of the United States. They will also qualify for job protection under CFRA for a qualifying exigency leave. Further, if otherwise qualified, these leaves will run concurrently with the FMLA.

Individuals will be eligible for:

- Up to Eight (8) weeks of paid benefits under CA PFL

F. Benefits for Less than One (1) Week

For each day of any continuous period of Family Care Leave for which benefits are paid and which is less than a full week, the amount of benefit payable will be one-seventh (1/7), of the amount of the weekly benefit for each full day during which an Employee is unable to work due to caring for a seriously ill or injured Family Member or Bonding with a minor Child within one year of the birth or Placement of the Child in connection with Foster Care or adoption.

If Family Care Leave is taken intermittently or part-time, benefits will be calculated and paid on a wage loss basis, per CUIC 2656.

G. Eligibility Requirements for PFL

PFL benefits are payable only upon compliance with all requirements for payments of benefits as set forth in the California Unemployment Insurance Code for the payment of PFL. Such requirements include, but are not limited to, the following:

- 1. For All PFL Claims** PFL benefits can be paid only after the Employee meets all of the following requirements:
 - a.** The Employee must be unable to perform his/her regular or customary work due to providing care to a seriously ill family member or the bond with a new child within one year of the birth or placement of the child in connection with foster care or adoption.
 - b.** The Employee must be an Employee of the Company at the time the PFL begins.

- c. The Employee must have lost wages because of caring for the Serious Health Condition of a Family Member or Bonding with a new Child.
 - d. The Employee must have earned at least three-hundred (\$300) in wages in subject employment in the Base period.
 - e. The Employee must file a claim no later than forty-nine (49) days after the first (1st) day of Family Care Leave or benefits may be reduced/denied.
2. **For Care of a Family Member** The following requirements must also be met if the PFL claim is to care for the Serious Health Condition of a Family Member:
- a. The Care Recipient must be the Employee's Child, Parent, Parent-In-Law, Grandchild, Grandparent, Sibling, Spouse, or registered Domestic Partner.
 - b. The Care Recipient must be under the continuing treatment or supervision of a licensed Physician or Practitioner or accredited religious practitioner while receiving benefits.
 - c. The Care Recipient's Physician or Practitioner must complete the certification that the Care Recipient requires care. Certification from a religious practitioner is acceptable only if the practitioner has been accredited by the Employment Development Department.
 - d. The Care Provider must provide Evidence of the relationship to the Care Recipient to support the claim such as a birth certificate, marriage license, or registered Domestic Partnership.
3. **For Bonding with a New Child** The following requirements must also be met if the PFL claim is to Bond with a new Child:
- a. The PFL must take place within twelve (12) months of the birth, adoption or Foster Care Placement of the new Child.
 - b. The new Child must be either a biological Child, stepchild, adopted Child, or foster Child of the Employee, Employee's Spouse or that of the Employee's registered Domestic Partner.

H. CONTRIBUTIONS

Employees covered under the Plan will make contributions to the Plan at a rate equal to or less than the contribution rate established by the California Employment Development Department for the State Disability Insurance Plan each year. Contributions for the PFL Program will be included in this Plan contribution.

I. LIMITATIONS AND EXCLUSIONS

No Benefits Are Payable

1. For any period for which the Employee is receiving Unemployment Insurance or SDI/ VDI benefits.
2. For any period for which the Employee is receiving Workers' Compensation benefits at a weekly rate equal to or greater than the PFL rate.
3. To an Employee who is incarcerated in a jail, prison, or recovery home because of a criminal conviction.
4. To an Employee who has willfully made a false statement or knowingly concealed a material fact in order to obtain the payment of any benefits, such violation being punishable by imprisonment and/or by a fine not exceeding twenty-thousand (\$20,000) or both. If the director finds that any individual falsely certifies the medical condition of any person in order to obtain PFL benefits, with the intent to defraud, the director will assess a penalty against the individual in the amount of 25 percent of the benefits paid as a result of the false certification. By authority of Sections 1143, 2102, 2116, 2122 and 3305 of the California Unemployment Insurance Code.

J. MEDICAL DETERMINATIONS FOR CARE OF A FAMILY MEMBER

1. PFL requires medical verification of the Care Recipient's condition and need for care, including diagnosis and International Classification of Diseases (ICD) code, probable duration, and estimated time that care is required.
2. An approved Physician or Practitioner, as indicated in CUI Section 2708, must certify the need for full or part-time care by the Employee. This includes "providing psychological comfort" and arranging for "third party care for the Child, Parent, Parent-In-Law, Grandchild, Grandparent, Sibling, Spouse, or Qualified Domestic Partner, as well as directly providing or participating in the medical care."
3. The Department of Labor's regulations require Employers to preserve the confidentiality of the Care Recipient's protected health information regardless of whether the individual is an Employee or an Employee's Family Member.
4. When an employee for the first time requests leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty, or notification of an impending call or order to covered active duty, of the employee's spouse, domestic partner, child, or parent in the armed forces of the United States, authorize the Employment Development Department to require the employee to provide a copy of the covered active duty orders or other documentation issued by the military that indicates that the employee's spouse, domestic partner, child, or parent is in the armed forces of the United States, is on covered active duty or call to covered active duty, and the dates of the covered active duty service.

K. CONFLICTING WAGES

1. Receipt of other wages or benefits may be in conflict with PFL benefits. Per CUI Section 3303, PFL benefits will not be payable for periods for which an Employee has received or are entitled to receive SDI/VDI, Unemployment Insurance or Worker's Compensation benefits.

2. Employees must use **one (1) week of accrued** vacation prior to receiving PFL benefits. However, that one (1) week of vacation pay is in conflict with PFL, and PFL benefits will not be payable during the same period.

L. BENEFIT INTERRUPTION AND TERMINATION

A "Notice of Final PFL Payment" will be issued when records show:

1. Benefits have been paid through the date estimated by the Care Recipient's Physician that care is no longer required.
2. The Employee has used the maximum amount of PFL benefits (eight (8) weeks in a Twelve (12) Month Period).

M. APPEALS - VPFL BENEFITS

1. Appeal of Denial of VPFL Benefits

An Employee who is denied benefits under the terms of this Plan may appeal the denial within thirty (30) days after service of the denial. An Employee may also appeal if he or she does not receive notice denying benefits within thirty (30) days after the claim was sent to the VP. In such cases, the Employee must file the appeal after thirty (30) days and within sixty (60) days from the date the claim was sent to the Voluntary Plan. In both cases of denial and lack of notice of denial, the Employee must send the appeal to the Employment Development Department for processing. Written appeals must be signed by the Employee and include the Employee's name and Social Security number, as well as the name of the Employer and the reason for filing the appeal. Voluntary Plan appeals related to PFL benefits must be sent to:

Paid Family Leave
PO Box 997017
Sacramento, CA 95799-7017

2. Payment of Benefits Pending Appeal

As provided in California Code of Regulations, an Employee may elect to continue to receive Paid Family Leave benefits pending the outcome of an appeal to an administrative law judge when the Voluntary Plan had determined the Employee initially eligible and subsequently found the Employee to be ineligible.

3. Disputed Coverage Appeals

An Employee, the EDD, or the VP may appeal a denial of coverage for VPFL within thirty (30) days of the date the notice of denial was mailed.

In disputed coverage cases in which a denial of coverage is not furnished, an appeal will be filed after twenty-five (25) days and within fifty-five (55) days from the date the appellant sends a request for payment of benefits to the Department or VP. If eligible, the Employee

will be paid benefits by the plan that initially received the claim, pending disposition of the Disputed Coverage appeal.

X. DEFINITIONS

A. **Base Period** means the following:

| If the claim begins in: | The "Base Period" is the twelve (12) months which ended the preceding: |
|--------------------------------|--|
| January, February, or March | September 30 |
| April, May, or June | December 31 |
| July, August, or September | March 31 |
| October, November, or December | June 30 |

- B. **Benefit Class 1 Employee** - means an Employee who earns 1/3 or more of the State Average Quarterly Wage during the Base Period.
- C. **Benefit Class 2 Employee** - means an Employee who earns less than 1/3 of the State Average Quarterly Wage during the Base Period.
- D. **Bond or Bonding** means to develop a psychological and emotional attachment between a child and his or her primary care giver(s). Bonding involves being in one another's physical presence.
- E. **Calendar Quarter** means a period of three (3) consecutive months commencing with the first (1st) day of January, April, July or October.
- F. **Care Provider** means the Family Member who is providing the required care for a Serious Health Condition of the Care Recipient, the Family Member who is Bonding with a new Child or the Family Member who is providing care for the parent who is incapable of self-care on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- G. **Care Recipient** means the Family Member who is receiving care for a Serious Health Condition, the new Child with whom the Care Provider is Bonding or the parent who is incapable of self-care on an urgent, immediate need basis when the need to provide this care arises from the covered active duty or call to covered active duty of the spouse, domestic partner, child, or parent in the Armed Forces of the United States.
- H. **Care Recipient Period** means all periods of Family Care Leave that an Employee takes within a Twelve (12) Month Period to care for the same Care Recipient.
- I. **Certificate** means the signed statement of a Physician, Practitioner, or a registrar of a county hospital of this State, on a form prescribed by the EDD, except that a Certificate signed by a physician licensed by and practicing in a state other than California or in a foreign country, or in a territory or possession of a country, except a duly authorized medical officer of any medical facility of the United States Government, will be accompanied by a further certification that such physician holds a valid license in the state or foreign country, or in the territory or possession of the country, in which he or she is practicing.

- J. **Child** means a biological, adopted, or foster son or daughter, a stepson, a stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the Employee stands In Loco Parentis. This definition of a child is applicable regardless of age or dependency status.
- K. **Claimant** means an individual who has filed a claim for benefits from the Voluntary Plan or the State Disability Insurance Plan for disability or Paid Family Leave benefits.
- L. **Claims Administrator** means Sedgwick, an independent Claims Administrator. Claims are sent to Sedgwick – Pasadena Office P.O. Box 14435, Lexington, KY 40512-4435, (626) 568-1415.
- M. **Disability** means a physical or mental illness or injury that renders an Employee unable to perform his or her regular or customary work. Disability refers to claims for unemployment disability compensation for an Employee's own illness or injury. The term Disability always applies to the Employee's own condition and not to PFL claims.

An individual is unable to perform his or her customary work if he or she is ordered not to work by written order from a State or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease.

- N. **Disability Benefit Period for Disability purposes** means a continuous period of unemployment and Disability beginning with the first (1st) day an Employee files a valid claim for Disability benefits. Two (2) consecutive periods of Disability due to the same or related condition, and separated by not more than sixty (60) days, is considered to be one (1) Disability Benefit Period and does not require the Employee to serve an additional 7 day Waiting Period.

Disability Benefit Period for purposes of VPFL means the period of unemployment beginning with the first (1st) day an Employee establishes a Valid Claim for VPFL to care for the Serious Health Condition of a Family Member, or to Bond with a new Child during the first (1st) year after the birth or Placement of the new Child in connection with Foster Care or adoption.

Periods of Family Care Leave for the same Care Recipient within a Twelve (12) Month Period will be considered one (1) Disability Benefit Period.

Periods of a mother's Disability for pregnancy and periods of Family Care Leave for Bonding associated with the birth of that Child will be considered one (1) Disability Benefit Period.

- O. **Domestic Partner** has the same meaning as defined in *Section 297* of the California Family Code. However, if the domestic partnership has existed for six (6) consecutive calendar months, any domestic partnership between opposite sexes will qualify under the definition.
- P. **Earnings or Rate of Pay** means for the purposes of benefit determination will mean the following:

1. With respect to a regular Employee working at least fifty percent (50%) of a full time work schedule, basic or appointment compensation paid or payable to an Employee for services rendered to the College. Such compensation will include paid vacation leave, paid holidays, paid sick leave and other forms of paid time off, but will exclude overtime pay, shift pay, bonuses, College payments for Employee benefits and other forms of extra compensation. Such basic pay will be determined from the basic pay during the last completed payroll period immediately prior to the date of commencement of the Employee's Disability.

2. With respect to a Part Time or Short Term Employee, the average weekly base pay received during the previously completed Calendar Quarter immediately prior to the date of Disability.
- Q. **Employee** means any individual whose service with the Employer is considered employment within the meaning of the California Unemployment Insurance Code.
- R. **Employer, Company or College** refers to Occidental College.
- S. **Exigency** means Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.
- T. **Family Care Leave** means either of the following:
1. Leave to Bond with a new minor Child within the first (1st) year of the Child's birth or Placement in connection with Foster Care or adoption.
 2. Leave to care for a Child, Grandchild, Grandparent, Parent, Parent-In-Law, Sibling, Spouse, or Domestic Partner who has a Serious Health Condition.
 3. Leave for a qualifying exigency.
- U. **Family Member** means a Child, Grandchild, Grandparent, Parent, Parent-In-Law, Sibling, Spouse, or Domestic Partner as defined in these definitions.
- V. **Foster Care** means twenty-four (24) hour care for children in substitution for, and away from, their Parents or guardian. Such Placement is made by or with the agreement of the State as a result of a voluntary agreement between the Parent or guardian that the Child be removed from the home, or pursuant to a judicial determination of the necessity for Foster Care, and involves agreement between the State and foster family that the foster family will take care of the Child. Although Foster Care may be with relatives of the Child, States action is involved in the removal of the Child from parental custody.
- W. **Grandchild** means Child of the Employee's Child.
- X. **Grandparent** means a Parent of the Employees' Parent
- Y. **Hospital Confinement** means any twenty-four (24) hour period of time, or a part thereof, for which an Employee is charged a full day's rate for room and board as a registered inpatient in a qualified hospital (as defined in the California Unemployment Insurance Code).
- Z. **In Loco Parentis** exists when a person undertakes care and control of a Child in the absence of such supervision by the natural Parents and in the absence of formal legal approval. This includes persons with day to day responsibilities to care for and financially support a Child. It also includes the person who had such responsibility for the Employee when the Employee was a Child. A biological or legal relationship is not necessary.

- AA. ***Paid Family Leave*** or ***PFL*** means the program that provides up to eight (8) weeks of wage replacement to workers who take time off to care for the Serious Health Condition of a Child, Grandchild, Grandparent, Parent, Parent-In-law, Sibling, Spouse, or registered Domestic Partner, to Bond with a new Child, or to take time off for a qualifying exigency.
- BB. ***Parent*** means a biological, foster, or adoptive parent, a Parent-In-Law, a Stepparent, a legal guardian, or other person who stood In Loco Parentis to the Employee when the Employee was a Child. This term does not include a parent-in-law.
- BB. ***Parent-In-Law*** means the Parent of a Spouse or Domestic Partner.
- CC. ***Part-Time Employee*** means an Employee who works less than half the normal workweek of forty (40) hours per week.
- DD. ***Physician or Health Care Provider (H.C.P.)*** includes physicians and surgeons holding an M.D. or D.O. degree, psychologists, optometrists, dentists, podiatrists, and chiropractic practitioners licensed by California state law and within the scope of their practice as defined by California state law. "Psychologist" means a licensed psychologist with a doctoral degree in psychology, or a doctoral degree deemed equivalent for licensure by the Board of Psychology pursuant to Section 2914 of the Business and Professions Code, and who either has at least two (2) years of clinical experience in a recognized health setting or has met the standards of the National Register of the Health Service Providers in Psychology.
- EE. ***Placement*** means a change in physical custody of a Child from a public agency or adoption agency into the custody of Foster Care or adoptive parents.
- FF. ***Plan*** means the Voluntary Plan described in this document.
- GG. ***Practitioner*** means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a dentist, podiatrist, a nurse practitioner, or physician assistant and in the case of a nurse practitioner or physician assistant, after performance of a physical examination by a nurse practitioner or physician assistant and in collaboration with a physician and surgeon, or as to normal pregnancy or childbirth, a midwife, nurse midwife, or nurse practitioner.
- HH. ***Serious Health Condition*** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a Health Care Provider, as defined in Section 12945.2 of the California Government Code.
- II. ***Short-Term Employee*** means an Employee who is hired with the expectation of working less than two (2) weeks.
- JJ. ***Sibling*** means a person related to another person by blood, adoption, or affinity through common legal or biological parent.
- KK. ***Spouse*** means a partner to a lawful marriage.
- LL. ***State*** means the State of California.

- MM. State Plan or State Disability Insurance Plan or SDI Plan** means the benefits payable from the State Disability Fund pursuant to Part 2 of Division 1 of the California Unemployment Insurance Code (CUIC).
- NN. Stepparent** means a person who is a party to the marriage with respect to a minor child of the other party to the marriage.
- OO. Surgical Clinic** means a ambulatory surgical centers approved by the Federal Medicare program and/or a clinic which is not part of and not operating under the license of a hospital, which is licensed by the State Department of Health Services, and which provides treatment of patients who remain less than twenty-four (24) hours. A "Surgical Clinic" does not include the offices of private physicians in individual or group practice.
- PP. Surgical Unit** means a unit located in or operating under the license of a qualified hospital (as defined in the California Unemployment Insurance Code) and providing treatment for patients who remain less than twenty-four (24) hours.
- QQ. Termination of the Employer-Employee Relationship** means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for Termination of the Employer-Employee Relationship include, but are not limited to, separation, dismissal, resignation, and retirement.
- RR. Twelve (12) Month Period** means, the three-hundred and sixty-five (365) consecutive days that begin with the first (1st) day an Employee first (1st) establishes a Valid Claim for VPFL.
- SS. Valid Claim** means any claim for PFL benefits made in accordance with the provisions of the **California Unemployment Insurance Code Section 3302**, and any rules and regulations adopted there under, if the individual claiming benefits is unemployed and has been paid the necessary wages in employment for Employees to qualify for benefits under Section 2652 and is caring for the Serious Health Condition of a Family Member, or Bonding with a new Child during the first (1st) year after the birth or placement of the Child in connection with Foster Care or adoption.
- TT. Voluntary Plan or VP** means a voluntary plan established pursuant to Part 2 of the CUIC.
- UU. Voluntary Plan Family Leave or VPFL** means Paid Family Leave benefits paid by the voluntary plan.
- VV. Week** means the seven (7) consecutive day period beginning with the first (1st) day with respect to which a Valid Claim is filed for benefits and thereafter the seven (7) consecutive day period commencing with the first (1st) day immediately following such week or subsequent continued weeks of Paid Family Leave.