



# **UNIVERSITY *of* SAN FRANCISCO**

CALIFORNIA VOLUNTARY DISABILITY PLAN

*Effective with respect to disabilities commencing on or after January 1, 2025*

Claims Administered By: TRISTAR

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### TABLE OF CONTENTS

ELIGIBILITY & EFFECTIVE DATE OF COVERAGE.....	1
DISABILITY BENEFITS .....	1
PAID FAMILY LEAVE (PFL) BENEFITS .....	1
COST TO EMPLOYEE .....	2
LIMITATIONS .....	2
SIMULTANEOUS COVERAGE.....	2
TERMINATION OF COVERAGE .....	2
COMPLIANCE.....	2
TO FILE A CLAIM .....	3
OVERPAYMENTS.....	3
APPEALS.....	3
DEFINITIONS.....	4



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### ELIGIBILITY & EFFECTIVE DATE OF COVERAGE

All California Employees, except student Employees, are eligible for coverage under the Plan. If you were employed by the University prior to the effective date of the Plan, you are eligible on the effective date of the Plan, January 15, 1980. If you were employed on or after the effective date of the Plan, you are eligible for coverage on the date you became an Employee.

If you reject coverage or withdraw from the Plan and at a later date wish to participate, you must request coverage in writing. Your coverage will be effective on the first (1<sup>st</sup>) day of the calendar quarter following the date in which your written request was submitted.

### DISABILITY BENEFITS

**Disability:** You are considered disabled if: (1) you are unable to perform your regular or customary work due to any physical or mental illness or injury, including pregnancy, childbirth, or related medical condition, (2) you have been ordered in writing not to work by a state or local health officer because you are infected with or suspected of being infected with a communicable disease, or (3) you are participating as a resident in an alcoholic recovery program or drug-free residential facility program, as the result of referral by a Physician. Benefits for alcohol or drug abuse treatment are limited to 90 days.

**Amount of Benefit:** If you are eligible for benefits, Disability benefits are paid bi-weekly. Subject to Limitations, the benefit will be calculated at seventy percent (70%) of your current Earnings, to a maximum of the California State Plan Level weekly benefit amount in effect at the time of the commencement of the Employee's disability. The minimum benefit is \$50 per week. However, if your weekly wages are less than the state average weekly wage (AWW) then the maximum weekly benefit will be 90% of current Earnings. In either case you will never receive benefits less than that of the State Disability Insurance Weekly Benefit Amount (WBA).

**Maximum Benefit:** The maximum benefit payable for anyone (1) Disability Benefit Period is fifty-two (52) times your weekly benefit.

**Benefits for Less than One (1) Week:** For each day of any period of Disability for which benefits are paid and which is less than a full week, the amount of benefit payable will be one-seventh (1/7<sup>th</sup>) of the amount of your weekly benefit.

**Redirection of Benefit:** You can redirect a portion of your disability benefit to cover other Employee paid benefits. This redirection must be in writing on a form obtained from Human Resources.

**Waiting Period:** For each Disability Benefit Period, the Claimant will serve a seven (7) day non-payable waiting period. Benefits begin on the eighth (8<sup>th</sup>) day of Disability.

### PAID FAMILY LEAVE (PFL) BENEFITS

All qualified Voluntary Disability Plan participants are eligible for benefits. Medical and/or other documentation will be required to qualify for PFL.

**PFL Benefits:** Benefits are payable when you: 1) care for the Serious Health Condition of a Family Member including your Child, Grandchild, Grandparent, Parent, Parent-In-Law, Sibling, Spouse, or Domestic Partner or 2) Bond with a new Child of yours, your Spouse, or your Domestic Partner, within one (1) year of the birth/adoption or Foster Care Placement, or 3) Military Assist to participate in a qualifying event because of a family member's military deployment.

**Amount of Benefit:** The maximum and minimum weekly benefit under PFL will be the same amount as the maximum and minimum weekly Disability benefit under the Voluntary Disability Plan.

**Maximum Benefit:** The maximum PFL benefit paid in a Twelve (12) Month Period is eight (8) times the weekly benefit amount.

**Benefits for less than One (1) Week:** For each day of any **full-time** continuous period of Family Care Leave for which benefits are payable, and which is less than a full week, the amount of benefit payable will be one-seventh (1/7<sup>th</sup>) 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, or Military Assist to participate in a qualifying event because of a family member's military deployment.

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

**PFL Waiting Period:** There is no waiting period for PFL.

#### **COST TO EMPLOYEE**

Participating Employees covered under the Plan will make contributions to the Plan, through payroll deduction, in an amount equal to or less than the contribution rate established by the California Employment Development Department for the California State SDI Plan each year. Participants of the Plan will be notified of the Plan contribution rate for the next year no later than December 31<sup>st</sup> of each year. You will not be required to make contributions to the Plan while on an approved unpaid leave of absence.

#### **LIMITATIONS**

No benefits are payable for any Disability which is not supported by a Certificate from a Physician or Practitioner stating a diagnosis, the medical facts within the Physician's or Practitioner's knowledge, a conclusion with respect to the Disability and an opinion with respect to the probable duration of the Disability.

Physicians or Practitioners are required to submit an ICD diagnostic code or a detailed description of symptoms. The Physician's or Practitioner's Certificate must be based on a physical examination.

If you have been referred or recommended by a competent medical authority to participate as a resident in an alcoholism recovery program or drug free residential program, you need not show actual Disability.

Certification of Disability may also be accepted from any duly authorized medical officer of any medical facility of the United States Government; the registrar of a county hospital in this State; the duly authorized or accredited practitioner of any bona fide church, sect, denomination, or organization that depends for healing entirely upon prayer and spiritual means.

Certification is not required if you submit evidence of receipt of temporary disability benefits under a Workers' Compensation law for any day for which you are entitled to receive Disability benefits reduced by such temporary Workers' Compensation benefits.

No benefits will be paid to you if: (1) you are receiving unemployment insurance benefits; (2) you are receiving wages or regular wages from any Employer, except that benefits will be paid for any week or partial week not to exceed the maximum weekly benefit amount, which, when added to the wages or regular wages, does not exceed your regular weekly wage prior to the beginning of the Disability; (3) you are confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath; (4) you have knowingly made a false statement or representation in order to obtain any benefits under this Plan; (5) you are incarcerated because of a criminal conviction or if you commit a crime and become disabled due to an illness or injury in any way caused by the commission of, arrest, investigation, or prosecution of any crime that results in a felony conviction; or (6) you are receiving or are entitled to receive temporary disability or permanent disability benefits under a Workers' Compensation law. If such benefits are less than the amount you would otherwise receive as benefits under this Plan, you will be entitled to receive Disability benefits reduced by the amount of such Workers' Compensation payments. Benefits will be limited to the State Plan Rate (weekly amount and maximum duration): (1) if your Disability occurs during the first (1<sup>st</sup>) three (3) months of employment; (2) for Disabilities occurring during the extended coverage period following the beginning of a layoff without pay or a leave of absence without pay.

#### **SIMULTANEOUS COVERAGE**

If you work for more than one (1) Employer, you may be entitled to a prorated benefit from each Employer's Disability Plan. The amount payable from each Plan depends on the number of Plans involved. Each Plan will pay an equal portion of the State Plan benefit. If your Employer has a Voluntary Disability Plan, additional benefits may be payable.

#### **TERMINATION OF COVERAGE**

Your coverage will terminate at midnight on the day your employment with USF terminates or at midnight on the 15<sup>th</sup> day following the beginning of a leave of absence without pay, or a layoff without pay (excluding Employees on a Family or Medical Leave). Coverage will also terminate on the day you cease to be an eligible Employee, or at the beginning of the next Calendar Quarter following your written notice of withdrawal from the Plan. Your coverage also will end if the approval of the Voluntary Disability Plan is terminated by the Director of EDD, or withdrawal of the Voluntary Disability Plan by the Employer or a majority of its Employees employed in the State covered by the Plan.

#### **COMPLIANCE**

As a participant, you are guaranteed rights at least equal to those given by the State Plan and that you will receive a weekly rate, maximum amount, and duration of benefits at least equal to those which you would have received from the State Plan.

**Expenses of the Plan:** A loan to the Voluntary Plan by the Employer has always been permitted by the Unemployment Insurance Code/Regulations. The purpose of the plan statement below is to confirm in writing the past and future intent of the Employer to make loans as often as may be required.

It is intended that the Voluntary Plan Employee contributions will pay for all Plan expenses (as authorized by the UI Code, including claim benefit costs.) However, in the event the Voluntary Plan does not have sufficient Employee contributions to pay some or all of the Plan expenses, the Employer shall make a loan to the Plan and shall recoup the Employer loan from future Employee contributions. All transactions relating to an Employer loan shall be documented in the Voluntary Plan General Ledger.

#### **TO FILE A CLAIM**

A claim can be filed by contacting TRISTAR. Your **Disability** claim must be filed no later than sixty (60) days from the first (1<sup>st</sup>) day of Disability. Your **PFL** claim must be filed no later than sixty (60) days after the first (1<sup>st</sup>) day of Family Care Leave or benefits may be reduced/denied. After you file a claim, you will receive a Notice of Computation (DE 429D) from the State which will show you the minimum amount you should be paid.

If you were in the military service, received Workers' Compensation benefits or did not work because of a trade dispute during the Base Period, you may be able to substitute wages paid in prior quarters to make your claim valid or increase the benefit amount. If your claim is invalid because of extended unemployment during the Base Period, you also may be able to substitute wages paid in prior quarters to make the claim valid.

You 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 your sickness, injury, or pregnancy or that warrants the care of the Care Recipient. For subsequent periods of your uninterrupted Disability or care of the Care Recipient after the period covered by the initial Certificate or any preceding continued claim, you 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 your 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 your 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 your physical examination and your documented medical history or Care Recipient by the Physician or Practitioner, indicating the Physician's or Practitioner's conclusion as to your 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 Company or its authorized administrator will have the right to: (1) require supplemental forms from your Physician or Practitioner, or those authorized to certify your Disability or Care Recipient's Serious Health Condition, as often as deemed necessary, and (2) have you or Care Recipient examined by a Physician or Practitioner while you are claiming benefits under the Plan. This may be done as often as may be reasonably required during the period benefit payments may be due under the Plan.

You must submit medical certification, signed by a certified Physician or Practitioner within twenty (20) days of the date you are issued a notice of final payment, or you receive a request for additional medical certification, whichever is later.

#### **OVERPAYMENTS**

If you are overpaid for any reason, you will be required to repay the overpayment to the Plan, to the extent permitted under the California Unemployment Insurance Code and the California Code of Regulations.

#### **APPEALS**

If you are denied benefits under this Plan, you may appeal the denial. You may appeal in person or in writing at any office of the Employment Development Department within thirty (30) days from the date the notice of denial was mailed. Written appeals must be signed and include your name, Social Security Account Number, the name of your Employer and the reason you are filing the appeal.

**VPDI appeals may be sent to any EDD office. However, VPFL appeals must be sent to:**

**Paid Family Leave**

**P.O. Box 997017**

**Sacramento, CA 95899-7017**

**Payment of Benefits Pending Appeal:** As provided in CCR section 2706-5, an employee may elect to continue to receive VPDI or VPFL benefits pending the outcome of a timely appeal to an administrative law judge when the VP had determined the employee initially eligible and subsequently found the employee to be ineligible.

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## DEFINITIONS

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**Base Period** as defined in the Plan Document.

**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.

**Calendar Quarter** means a period of three (3) consecutive months commencing with the first (1<sup>st</sup>) day of January, April, July, or October.

**Care Provider** means the Family Member who is providing the required care for a Serious Health Condition of the Care Recipient or the Family Member who is Bonding with a new child.

**Care Recipient** means the Family Member who is receiving care for a Serious Health Condition or the new Child with whom the Care Provider is Bonding.

**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.

**Certificate** means a certificate received from a physician or practitioner. If the employee is hospitalized under the authority of a county hospital in California or a medical facility of the United States, then an authorized medical officer of a United States government hospital, medical facility, or a registrar of a county hospital within the state of California must support the disability and subsequent periods of disability.

**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.

**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.

**Claims Administrator means** TRISTAR, an independent Claims Administrator at TRISTAR, 2835 Temple Avenue, Signal Hill, California 90755. 562-495-6600 or toll free 1-844-702-2352.

**Deployment** means as covered active duty, a call or notice of impending covered active duty, or a rest and recuperation leave from covered active duty.

**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 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.

**Disability Benefit Period for Disability purposes** means a continuous period of unemployment and Disability beginning with the first (1<sup>st</sup>) 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.

**Disability Benefit Period for purposes of VPFL**, means the period of unemployment beginning with the first (1<sup>st</sup>) 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 minor Child during the first (1<sup>st</sup>) year after birth or Placement of the Child in connection with Foster Care or adoption, or participate in a qualifying event because of a family member's military deployment.

Period 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.

**Domestic Partner** has the same meaning as defined in Section 297 of the California Family Code.

**Earnings** mean basic pay (excluding overtime, bonus, and other forms of additional compensation) that was received during the last work period prior to the beginning of Disability. Contact Personnel Services to review the Plan Document for specific calculations for each Employee group.

**Employee** means any individual whose service with the Employer is considered employment within the meaning of the California Unemployment Insurance Code.

**Employer, Company, or University** means University of San Francisco.

**Family Member** means Child, Grandchild, Grandparent, Parent, Parent-In-Law, Sibling, Spouse, or Domestic Partner as defined in these definitions.

**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, State action is involved in the removal of the Child from parental custody.

**Grandchild** means Child of the Employee's Child.

**Grandparent** means a Parent of the Employees' Parent.

**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.

**Military Assist** means to participate in a qualifying event because of a family member's deployment.

**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, or to Bond with a new Child, or Military Assist to participate in a qualifying event because of a family member's military deployment. Also referred to as Family Care Leave, Voluntary Disability Plan Family Leave or VPFL.

**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.

**Parent-In-Law** means the Parent of a Spouse or Domestic Partner.

**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 chiropractor practitioners licensed by California state law and acting 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. Physician assistants (PA) and Nurse Practitioners (NP) are authorized to certify a disability after a physical examination has been conducted under the supervision of a physician or surgeon.

**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.

**Plan** means the Voluntary Disability Plan described in this document.

**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, or a nurse practitioner, and in the case of a nurse practitioner, after performance of a physical examination by a nurse practitioner and collaboration with a physician or surgeon, or

as to normal pregnancy or childbirth, a midwife, nurse midwife or nurse practitioner.

**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.

**Sibling** means a person related to another person by blood, adoption, or affinity through common legal or biological parent.

**Spouse** means a partner to a lawful marriage.

**State** means the State of California.

**State Plan or State Disability Insurance Plan or SDI Plan** means the benefits payable from the State Disability Insurance Plan pursuant to Part 2 of Division I of the California Unemployment Insurance Code (CUIC).

**Stepparent** means a person who is a party to the marriage with respect to a minor Child of the other party to the marriage.

**Qualifying Event** means any military event or an essential need resulting from the family member's deployment.

**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.

**Twelve (12) Month Period** means the three-hundred and sixty-five (365) consecutive days that begin with the first (1<sup>st</sup>) day the Employee first (1<sup>st</sup>) establishes a Valid Claim for VPFL.

**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 thereunder, 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 a Serious Health Condition of a Family Member, or Bonding with a minor Child during the first (1<sup>st</sup>) year after the birth or placement of the Child in connection with Foster Care or adoption, or Military Assist to participate in a qualifying event because of a family member's military deployment.

**Voluntary Disability Plan or VP** means a Voluntary Disability Plan established pursuant to part 2 of the CUIC.

**Week** means the seven (7) consecutive day period beginning with the first (1<sup>st</sup>) day with respect to which a Valid Claim is filed for benefits and thereafter the seven (7) consecutive day period commencing with the first (1<sup>st</sup>) day immediately following such week or subsequent continued weeks of Paid Family Leave.

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A copy of this Plan Document is available for review by contacting the Office of Human Resources at [leaves@usfca.edu](mailto:leaves@usfca.edu).