

VOLUNTARY DISABILITY INSURANCE
(Short-Term Disability Insurance)

And
PAID FAMILY LEAVE

For Employees
Of
Pomona College

Effective January 1, 2007

I. ELIGIBILITY

All California employees are eligible for coverage under this plan except short-term employees (employees hired for a period not expected to exceed two weeks). Employees in employment on the effective date of this plan shall be immediately eligible for coverage under the plan. New employees shall become eligible on the date of hire.

A. Effective Date of Coverage -- Automatic Coverage

When eighty-five (85) percent of the eligible employees consent to the coverage in writing, this plan shall be made applicable to all except those who specifically reject in writing the coverage under this plan. These shall be enrolled in the State Plan. All employees are covered by the plan on the effective date of the plan unless coverage is rejected in writing. Employees employed after the effective date of the plan are covered on their date of hire unless coverage is rejected, in writing. Coverage will commence for any employee who has rejected or withdrawn from coverage and subsequently elects, in writing, to be covered by the plan, on the first day of the calendar quarter immediately following notification that the employee has elected coverage.

II. VOLUNTARY DISABILITY INSURANCE (VDI)

Any employee covered under this plan, who becomes disabled by any physical or mental illness or injury which prevents the performance of regular or customary work, will be paid benefits on the sixth (6) day of disability; or the first full day of hospitalization, or the first day of treatment in a hospital surgical unit, an approved surgical clinic or a post-surgical recovery center requiring a stay of less than 24 hours provided the individual is disabled at least six (6) days during the disability period as a result of such treatment; whichever of the above is earliest.

If the disability period lasts for more than 14 days, any waiting period previously charged will be waived.

All disability benefits will be paid in accordance with the following schedule, subject to limitations and provisions hereafter stated.

A. Insurance Schedule

All employees shall be paid their basic weekly benefit amount supplemented by earned sick leave and/or vacation leave in accordance with the sick leave and vacation leave policies of the employer, which when combined cannot exceed 100% of the regular weekly wage, excluding overtime. The maximum basic benefit amount payable is 52 times the weekly benefit amount, or 100% of the employee's total base period wages, whichever is less.

B. BASE PERIOD

The amount of the basic weekly benefit depends upon the total wages paid to the employee during a 12-month base period. As shown below, the month in which the employee's claim begins determines which 12-month period is used.

If claim begins:	The base period is the preceding:
January, February, or March	October 1 - September 30
April, May, or June	January 1 - December 31
July, August, or September	April 1 - March 31
October, November, or December	July 1 - June 30

A claim will not be valid if the employee's total base period wages were less than \$300.00. If an invalid state plan award is received due to insufficient qualifying wages during the base period, an employee may be entitled to further benefit consideration under the benefit-rights of the long-term unemployed.

C. BASIC WEEKLY BENEFIT SCHEDULE

The weekly benefit amount will be based on the employee's wages in the calendar quarter (a three-month period) with the highest earnings in the Base Period. Benefits are computed in accordance with the following table:

Amount of wages in highest <u>Quarter</u>	Weekly Benefit <u>Amount</u>	Amount of wages in highest <u>Quarter</u>	Weekly Benefit <u>Amount</u>
\$ 75.00 - 1,374.99.....	\$50 – 59	3,994.55 - 4,230.91.....	170 – 179
1,375.00 - 1,624.99.....	60 – 69	4,230.92 - 4,467.27.....	180 – 189
1,625.00 - 1,867.27.....	70 – 79	4,467.28 - 4,703.63.....	190 – 199
1,867.28 - 2,103.63.....	80 – 89	4,703.64 - 4,940.00.....	200 – 209
2,103.64 - 2,340.00.....	90 – 99	4,940.01 - 5,176.36.....	210 – 219
2,340.01 - 2,576.36.....	100 – 109	5,176.37 - 5,412.72.....	220 – 229
2,576.37 - 2,812.72.....	110 – 119	5,412.73 - 5,649.09.....	230 – 239
2,812.73 - 3,049.09.....	120 – 129		
3,049.10 - 3,285.45.....	130 – 139		
3,285.46 - 3,521.82.....	140 – 149		
3,521.83 - 3,758.18.....	150 – 159		
3,758.19 - 3,994.54.....	160 – 169		

C. BASIC WEEKLY BENEFIT SCHEDULE con't

5,649.10 - 5,885.45.....240 – 249	
5,885.46 - 6,121.82.....250 – 259	
6,121.83 - 6,358.18.....260 – 269	
6,358.19 - 6,594.54.....270 – 279	
6,594.55 - 6,830.91.....280 – 289	
6,830.92 - 7,067.27.....290 – 299	
7,067.28 - 7,303.63.....300 – 309	
7,303.64 - 7,540.00.....310 – 319	
7,540.01 - 7,776.36.....320 – 329	
7,776.37 - 8,012.72.....330 – 339	
8,012.73 - 8,249.09.....340 – 349	
8,249.10 - 8,485.45.....350 – 359	
8,485.46 - 8,721.82.....360 – 369	
8,721.83 - 8,958.18.....370 – 379	
8,958.19 - 9,194.54.....380 – 389	
9,194.55 - 9,430.91.....390 – 399	
9,430.92 - 9,667.27.....400 – 409	
9,667.28 - 9,903.63.....410 – 419	
9,903.64 - 10,140.00...420 – 429	
10,140.01 - 10,376.36...430 – 439	
10,376.37 - 10,612.72...440 – 449	
10,612.73 - 10,849.09...450 –	
459	
10,849.10 - 11,085.45...460 – 469	
11,085.46 - 11,321.82...470 – 479	
11,321.83 - 11,558.18...480 – 489	
11,558.19 - 11,794.54...490 – 499	
11,794.55 - 12,030.91...500 – 509	
12,030.92 - 12,267.27...510 – 519	
12,267.28 - 12,503.63...520 – 529	
12,503.64 - 12,740.00...530 – 539	
12,740.01 - 12,976.36...540 – 549	
12,976.37 - 13,212.72...550 – 559	
13,212.73 - 13,449.09...560 – 569	
13,449.10 - 13,685.45...570 – 579	
13,685.46 - 13,921.82...580 – 589	
13,921.83 - 14,158.18...590 – 599	
14,158.19 - 14,394.54...600 – 609	
14,394.55 - 14,630.91...610 – 619	
14,630.92 - 14,867.27...620 – 629	
14,867.28 - 15,103.63...630 – 639	
15,103.64 - 15,340.00...640 – 649	
15,340.01 - 15,576.36...650 – 659	
	15,576.37 - 15,812.72...660 – 669
	15,812.73 - 16,049.09...670 – 679
	16,049.10 - 16,285.45...680 – 689
	16,285.46 - 16,521.82...690 – 699
	16,521.83 - 16,758.18...700 – 709
	16,758.19 - 16,994.54...710 – 719
	16,994.55 - 17,183.63...720 – 729
	16,994.55 - 17,230.80...720 – 729
	17,230.91 – 17,467.26...730-739
	17,467.27 – 17,713.62...740-749
	17,703.63 – 17,939.98...750-759
	17,939.99 – 18,176.34...760-769
	18,176.35 – 18,412.70...770-779
	18,412.71 – 18,649.06...780-789
	18,649.07 – 18,885.42...790-799
	18,885.43 – 19,121.78...800-809
	19,121.78 – 19,358.14...810-819
	19,358.15 – 19,594.50...820-829
	19,594.51 – 19,830.86 – 830-839
	19,830.87 – 20,067.27...840-849
	20,067.28 – 20,303.63...850-859
	20,303.64 – 20,540.00...860-869
	20,540.01 – 20,776.36...870-879
	20,776.37 – 20,823.63...880-881
	20,823.24 – and above...882

C. Basic Weekly Benefit Schedule cont'

When the highest quarter in the base period exceeds \$9,464.00 the weekly benefit will be 55% of the highest quarter divided by 13 to a maximum of \$882.00 per week.

For any day of any period of disability for which benefits are payable, and which is less than a full week, one-fifth of the weekly amount shall be paid for each workday of disability.

D. Recurring Spells

Disabilities due to the same or related cause or condition and separated by a period of not more than fourteen (14) days shall be considered as one disability benefit period.

E. Maximum Benefits

The maximum amount of benefits payable to any one employee during any one disability benefit period shall be 52 times the weekly benefit amount, or 100% of the total base period wage, whichever is less.

F. Redirection of Benefits

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.

III. CONTRIBUTIONS

Each employee covered under this plan shall contribute to the cost of 0.6% for the first \$83,389 of wages earned per year. The employee contribution tax is \$500.33 for the first \$83,389 of wages earned per year.

IV. LIMITATIONS

A. No Benefits Are Payable

(1) Benefits are not payable for any disability incurred after or which continues beyond the period of earned sick leave, and is not supported by a certification from a physician, surgeon, optometrist, dentist, osteopath, chiropractor, podiatrist, specified licensed psychologist, licensed nurse - midwife or nurse practitioner: stating the medical facts within his or her knowledge, his or her conclusion with respect to the disability of the employee and his or her opinion with respect to the probable duration of the illness, except that a certificate showing the employee has been referred or recommended by competent medical authority to participate as a resident in either an approved recovery home in an alcoholism recovery program or in an approved residential facility of a drug-free recovery program need not show actual disability.

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 individual who is hospitalized in a county hospital in this state or hospitalized in a county hospital in another state, a certificate stating the date that the physician ordered the confinement, signed by the registrar of the hospital, shall satisfy the requirement of this part.

Provided 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 or she is entitled to receive unemployment compensation disability benefits reduced by such temporary workers' compensation benefits.

If any employee is ordered not to work because he or she is infected with, or suspected of being infected with a communicable disease, unless a written order from a state or local health officer estimating the duration of such confinement is provided.

If any individual in good faith adheres to the teachings of any bonafide sect, denomination, or organization which depends for healing entirely upon prayer or spiritual means, the certificate of a duly authorized or accredited practitioner of such bonafide church, sect, denomination, or organization as to the disability of the claimant and the estimated duration of such disability will be accepted.

(2) For any day of unemployment and disability for which the employee receives, or is entitled to receive benefits, cash payments for: a) temporary disability indemnity, under a workers' compensation or employer liability law of this State, or any other State, or of the federal government; b) a maintenance allowance, except when certain conditions are met; or c) permanent disability benefits for the same injury or illness under the workers' compensation of this state, any other state, or the federal government.

If such cash payments for a) temporary disability; b) maintenance allowance combined with permanent disability indemnity; or c) permanent disability, are less than the amount he/she would otherwise receive as benefits under this plan. he/she shall be entitled to receive for such day, if otherwise eligible, disability benefits, reduced by the amount of such payments.

(3) For any period of disability for which benefits are payable under any unemployment act of the United States or of any state.

(4) If the employee is confined, pursuant to commitment or court order or certification, in an institution or other place as a drug addict.

(5) To any individual who adheres to the faith or teachings of any bonafide religious sect, denomination, or organization and in

accordance with its creeds, tenets, or principles, depends for healing upon prayer in the practice of religion, who has filed with the Department, and with each of his or her employers, a statement declaring such adherence and dependence and disclaiming any benefits under the plan based on wages paid while such statement is in effect, except that benefits will be paid to the extent that benefits would be paid under the State plan.

(6) For any day for which the employee receives wages or regular wages from his or her employer, except that such benefits will be paid for any five-day week or partial week, in an amount not to exceed the maximum weekly amount provided by this plan when together with wages or regular wages received do not exceed the weekly wage earned, exclusive of overtime pay, in the last full week of work immediately prior to commencement of his or her disability.

(7) To any 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, or prosecution of any crime that results in a felony conviction.

V. PRORATION OF BENEFITS

In case of any period of disability for which an employee entitled to benefits hereunder is simultaneously covered by one 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 for such period shall be:

(1) The amount, if any, by which the basic and additional benefit to which the employee otherwise would have been entitled under this plan exceeds the benefits to which he or she would have been entitled under the California Unemployment Insurance Code if he or she were not covered by any voluntary plans, plus

(2) The quotient of the amount of basic and additional benefits to which the employee would have been entitled under the

California Unemployment Insurance Code if he or she were not covered by any voluntary plans (including voluntary plans and the State Disability Fund) under which he or she is simultaneously entitled to benefits.

VI. PAID FAMILY LEAVE

The Paid Family Leave (PFL) is a component of the Claremont Colleges Voluntary Disability Insurance plan (VDI). PFL is designed to provide partial compensation for wages up to six (6) weeks if one of the following occurs:

- To care for a seriously ill child, spouse, parent, or registered domestic partner
- To bond with the employee's new child or the new child of the employee's registered domestic partner; or
- To bond with a child who is placed with the employee in connection with the adoption or foster care placement of the child with the employee or the employee's registered domestic partner.

A. SUPPLEMENTING PFL

During a PFL leave employees may not supplement the leave and will be responsible for making payments for any elected benefits.

B. WAITING PERIOD

Employees will have a one-week waiting period before they can apply for paid leave and must use accrued vacation during this time. New mothers will have satisfied the waiting period with a maternity leave.

C. CONTRIBUTIONS

This program is funded by employee contributions collected through the VDI Program (Section III of this booklet).

VII. PAID FAMILY LEAVE CON'T

D. TAXES

PFL benefits are taxable.

E. INSURANCE SCHEDULE/BENEFIT PAYMENTS

All disability benefits will be paid in accordance with the schedule on page 3 subject to limitations and provisions hereafter stated. All employees shall be paid their basic weekly benefit amount. The maximum basic benefit amount payable is 6 times the weekly benefit amount, or 100% of the employee's total base period (page 3) wages, whichever is less.

The weekly benefit (page 4) amount will be based on the employee's wages in the calendar quarter (a three-month period) with the highest earnings in the Base Period. The amount of the basic weekly benefit depends upon the total wages paid to the employee during a 12-month base period.

VIII. TERMINATION OF INDIVIDUAL EMPLOYEE COVERAGE

An employee's coverage terminates at midnight on the date of termination of the employer-employee relationship; or at midnight on the fifteenth day following a leave of absence without pay or a layoff without pay; or on termination of this plan.

IX. OTHER REQUIREMENTS

Payments under California Unemployment Insurance Code Section 3252 (b) shall be paid from the Voluntary Plan.

Security as required by the Employment Development Department will be deposited to secure the operation of the plan. The amount of the deposit shall be determined by the Department and shall be deposited with the State Treasurer for the purpose herein specified. The plan shall continue in effect for a period of one year

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from the effective date and continuously thereafter unless 30 days advance written notice is given of the termination of the plan.

Termination shall be effective only on the anniversary of the effective date of the

amounts provided by Sections 2653 and 2655 of the Unemployment Insurance Code or the operative date of any change in the rate of plan next following the filing of the notice; except that the plan may be terminated on the operative day of any law increasing the benefit worker contributions as determined by Section 984, if notice of the termination of the plan is transmitted to the Director of Employment Development not less than 30 days prior to the operative date of such law or change. If the plan is not terminated on such 30 day 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 shall be amended to conform to such increase or change on the operative date of the increase or change.

X. COMPLIANCE

The employer hereby guarantees that 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 or she would have received from the State Disability Fund but for his or her coverage by this plan.

XI. CLAIMS

A claim must be filed not later than the 41st compensable day of disability, provided that an extension shall be granted for good cause.

To claim benefits under this plan, obtain a claim form from Risk Management and Employee Benefits, McAllister Center, 919 N. Columbia Street.

XII. APPEALS

An individual who is denied benefits under the terms of this plan may appeal the denial. Appeals may be made in person or in writing at any Employment Development Department office within

twenty (20) days from the date the notice of denial was mailed. Written appeals must be signed and shall include the employee's name, Social Security Number, the name of the employer and the reason for filing the appeal.

XIII. CONFIDENTIALITY OF RECORDS

All records are confidential except where release is required by law. However, any claim information in the possession of the Employment Development Department becomes subject to legal release.

XIV. DEFINITION OF TERMS

Employer: Refers to the employing institution, which includes the following: Pomona College

PFL: Paid Family Leave

Short-Term Disability Insurance: Another term for VDI

SDI: State Disability Insurance

VDI: Voluntary Disability Insurance

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