



# Summary of Coverage for the Voluntary Plan for Disability and Paid Family Leave Benefits for California Employees

## Claims Administered By: Sedgwick

Effective with respect to disability and family leaves commencing on or after January 1, 2018

### ELIGIBILITY & EFFECTIVE DATE OF COVERAGE

All California Employees of Pacific Gas and Electric Company (PG&E) are eligible for coverage under the Plan. If you were employed by PG&E prior to the effective date of the Plan, you are eligible on the effective date of the Plan, January 1, 2018. 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 initially accept coverage, and at a later date you wish to withdraw from the Voluntary Plan, you must submit your request in writing or by electronic submission using the electronic submission rules. You will then be covered under the State Plan effective on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) calendar quarter that it is reasonably possible after your signed request is received. If you reject coverage or withdraw from the Plan and at a later date wish to participate, you must request coverage in writing or by electronic submission. Your coverage will then be effective on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) Calendar Quarter following the date of such election.

### VOLUNTARY DISABILITY INSURANCE (VPDI) 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 competent medical authority or Physician.

**Amount of Benefit:** If you are eligible for benefits, Disability benefits are paid through your normal pay cycle, subject to Limitations, at the rate described below.

The amount of weekly benefit for which a Benefit Class 1 Employee is covered under the Plan (subject to Limitations and Exclusions) will be sixty percent (60%)<sup>1</sup> of the Employee's Basic Wage Rate on the date of Disability, with no weekly maximum imposed.

The amount of weekly benefit for which a Benefit Class 2 Employee is covered under the Plan (subject to Limitations and Exclusions) will be fifty-five percent (55%)<sup>1</sup> of the Employee's

Basic Wage Rate on the date of Disability, with no weekly maximum imposed.

If you have capped sick time or regular sick pay available beyond the Disability Waiting Period, benefits will commence upon exhaustion of all sick pay.

The amount of benefit payable for each day you are disabled is one-seventh of your weekly benefit.

**Maximum Benefit:** The maximum benefit payable for any one (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.

If you return to work and work part-time or intermittently and still suffer a wage loss during an eligible Disability Benefit Period, benefits may continue to be paid on a wage loss basis, per CUI 2656.

**Waiting Period:** For each Disability Benefit Period you will serve a seven (7) day non-payable waiting period. Benefits begin on the eighth (8<sup>th</sup>) day of Disability. However, benefits will begin on the 1<sup>st</sup> day you are Hospital Confined or receive treatment in a hospital surgical unit or a surgical clinic and are disabled for a period of at least eight (8) days during the Disability Benefit Period as a result of such treatment.

### VOLUNTARY PAID FAMILY LEAVE (VPFL) BENEFITS

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

**PFL Benefits:** Benefits are payable when you are unable to perform your regular or customary work because you are: 1) providing 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) Bonding with a new Child of yours, your Spouse, or your Domestic Partner, within one (1) year of the birth/adoption or Foster Care Placement.

**Amount of Benefit:** If you are eligible for benefits, VPFL benefits are paid through your normal pay cycle, subject to Limitations, at the rate described below.

The amount of VPFL weekly benefits for Benefit Class 1 and Class 2 Employees will be the same as the Disability benefit described on page one.

**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) of the amount of the weekly benefit for each full day during which you are 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 CUI 2656.

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

<sup>1</sup> Pursuant to AB908 and for periods of disability commencing on or after January 1, 2018, but before January 1, 2022, if the revised formula used by the State Plan to calculate the weekly benefit at 70% for individuals who earned less than 1/3 of the state's average quarterly wage or 60% for individuals who earned 1/3 or more of the state's average quarterly wage during the base period results in a greater weekly benefit than the uncapped Benefit Class 1 or 2 amount, the Employee will receive amount calculated by the State.



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### COST TO EMPLOYEE

Participating Employees contribute, through payroll deduction, **1.0%** of the first (1<sup>st</sup>) **\$114,967** of annual wages. The maximum contribution in **2018** is **\$1,149.67**<sup>2</sup>. The Voluntary Plan matches the State Plan in respect to contribution rates and maximums.

### TO FILE A CLAIM

You must provide advance notice of planned Disability or Family Care Leave by contacting the Claims Administrator, Sedgwick, and submitting the information requested. For unforeseeable events, you need to provide notification as soon as the need for leave is known.

To claim Disability or PFL benefits, you must file a claim with Sedgwick by calling 1-855-732-8217 or going on-line at <https://claimlookup.com/pgc>. 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.

**Disability Leave and Family Care Leave to care for Family Member:** You must establish medical eligibility for each uninterrupted period of Disability or Family Care Leave by filing a first claim for benefits supported by the Certificate of a treating Physician or Practitioner, working within their scope of knowledge and area of practice, that establishes your sickness, injury, or pregnancy of or that establishes the sickness, injury, or pregnancy that warrants your care of the Care Recipient. For subsequent periods of uninterrupted Disability or Family Care Leave 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.

**Family Care Leave to Bond with a new Child:** You must establish eligibility for Family Care Leave to Bond with a new Child by filing a first claim for benefits supported by documentation that provides satisfactory evidence of the birth, adoption, or Foster Care placement of the Child and that verifies your relationship to the Child.

**Certification:** 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 all of the following: 1) a diagnosis or, where no diagnosis has yet been obtained, a detailed statement of symptoms, 2) a diagnostic code prescribed in the International Classification of Diseases, 3) date the disability or Care Recipient's condition commenced, 4) your dates and types of treatment, 4) return-to-work date, even if it is only an estimate (you must notify the Claims Administrator if you are able to return to work at an earlier date), and 5) 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 that of the Care Recipient by the Physician or Practitioner, indicating the Physician's/Practitioner's conclusion as to your Disability or Care Recipient's need for care, and a statement of the Physician's/ Practitioner's opinion as to the expected duration of the Disability or need for care and that the Serious Health

Condition warrants your participation to provide such care.

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; and if you adhere to the teachings of a bona fide church, sect, denomination or organization that depends entirely upon prayer or spiritual means for healing. A religious practitioner is allowed to certify a disability only if you are under their care and the religious practitioner has been accredited by the EDD.

A Certificate will not be necessary if, in accordance with CUIC section 2708.1, you submit evidence of receipt of temporary Disability benefits under a workers' compensation law.

Continued medical certification, signed by a certified Physician or Practitioner, must be submitted within twenty (20) days of the date you are issued a notice of final payment or you receive a request for additional medical certification.

Under the provisions of the CUIC, PG&E or its authorized administrator will have the right to: 1) require supplemental forms from the Physician/ Practitioner or those authorized to certify your Disability or Care Recipient's Serious Health Condition as often as deemed necessary; 2) have you or your Family Member examined by a Physician/Practitioner while you are claiming benefits, as often as may be reasonably required during the period payment may be due under this Plan; and 3) request additional medical certification as often as may be reasonably required during the period payment may be due under this Plan.

### EXCLUSIONS AND LIMITATIONS

No benefits are payable for any Disability which is not supported by a Certificate from a Physician/ Practitioner stating a diagnosis, the medical facts within the Physician's/Practitioner's knowledge, a conclusion with respect to the Disability and an opinion with respect to the probable duration of the Disability. Physician/Practitioners are required to submit an ICD diagnostic code or a detailed description of symptoms. The Physician's/ 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. You are subject to disqualification if you fail to submit to an Independent Medical Examination (IME), when required to do so, or do follow the IME examination process.

When leave is taken to care for a Family Member, no benefits are payable for any period where the need for care is not supported by the Certificate of a treating Physician/ Practitioner, you do not provide any required medical Certificate that your continued care of the Care Recipient is needed or the Care Recipient does not submit to an IME or follow the IME process as required. You must be in the physical presence of his or her Child, when leave is taken for Bonding

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

<sup>2</sup> These are proposed 2018 amounts by the EDD. Any needed updates to these figures will be made, once amounts are confirmed by the EDD.



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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 or Family Care Leave; 3) you have knowingly made a false statement or representation in order to obtain any benefits under this Plan; 4) 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 5) Benefits will be limited to the State Plan Rate (weekly amount and maximum duration) for any Disability arising during the course of employment in which you receive or are eligible to receive Workers' Compensation Temporary Disability, Permanent Total Disability, Permanent Partial Disability, Life Pension, and Supplemental Benefits received as Permanent Disability Offset under a workers' compensation or employer liability law of this State, or any other state, or the federal government. In the case of Disability, no benefits are payable if you are confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.

In the case of Family Care Leave, no benefits are payable: 1) for any period you are receiving benefits under a disability insurance act of this state or any other state, or any company plan established in lieu of a state plan, 2) for any period prior to the birth or placement of the Child or children, or 3) for the same period of time in a day for which another family member is ready, willing, able, and available to provide the required care. An employee who is entitled to leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) must establish his or her VPFL claim concurrent with leave taken under those laws.

### 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.

### REDIRECTION OF BENEFITS

You can redirect a portion of your VP benefit to cover other Employee paid benefits. This redirection must be in writing on a form or via electronic method made available by your Human Resources Department.

### 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 the Company terminates (the Plan is not liable for a VPFL claim that was not established before your employment ended or the PFL Benefit Period did not begin on or prior to this date) or at midnight on the 15th day following a temporary layoff without pay or the 15th<sup>3</sup> or 90th day following the beginning of a leave of absence without pay that began prior to the date of Termination. 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 reasonable notice, in writing (including electronically), 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.

### 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 twenty (20) days from the date the notice of denial was mailed. Written appeals must be signed and include your name, Social Security Number, the name of your Employer and the reason you are filing the appeal.

VPDI appeals may be sent to any EDD office. VPFL appeals must be sent to: Paid Family Leave, PO Box 997017, Sacramento, CA 95799-7017.

Separately, and additionally you may appeal your claim through Sedgwick's administrative procedures. These internal procedures are unrelated to the appeals process established pursuant to state law. Appealing a denied claim through Sedgwick's internal procedures may (but need not) be pursued simultaneously; however, this will neither suspend nor extend in any way the maximum time allowed for appealing benefits to the EDD.

**Payment of Benefits Pending Appeal:** As provided in the California Code of Regulations, you may elect to continue to receive VPFL benefits pending the outcome of a timely appeal to an administrative law judge when the VP had determined you initially eligible and subsequently found you to be ineligible.

<sup>3</sup> Leaves of absence without pay for educational, personal, disciplinary, political service, strike, suspension, and union business purposes. All other leaves are covered under the ninety day provision.

This is a Summary Statement of Coverage of the Plan. The Plan Document actually governs the Plan and describes all of the provisions in more detail. Where there is a difference between this Summary and the Plan Document, the Plan Document will govern. A copy of the Plan Document is available for review by contacting Integrated Disability Management.



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### DEFINITIONS

**Basic Wage Rate** means for the purpose of benefit determination, the Employee's regular pay excluding overtime, premium pay, bonuses, commissions, upgrades or other pay in effect, immediately prior to the commencement of a period of Disability or Paid Family Leave, as applicable.

For the purposes of a benefit determination, the Weekly Basic Wage Rate will be calculated as follows:

- Full-time Employees will have their Basic Wage Rate calculated as their monthly salary/wage multiplied by 12 and divided by 52 to determine the weekly benefit rate.
- Part time Employees will have their Basic Wage Rate calculated as their part-time monthly wage multiplied by 12 and divided by 52 weeks to determine the weekly rate.
- Intermittent Employees will have their Basic Wage Rate calculated as a prorated amount based on the ratio of actual straight-time hours worked in the previous six (6) month period to the full-time hourly equivalent (1,040 hours per six (6) month period) rounded to the nearest month. This monthly wage is then multiplied by 12 and divided by 52 weeks to determine the weekly benefit rate.

**Benefit Class 1 Employee** means all regular, casual, probationary and regular-intermittent California Employees of the Employer except those identified as a Benefit Class 2 Employee.

**Benefit Class 2 Employee** means all California Employees of the Employer with the following job classifications: hiring hall, outage, temporary additional, probationary intermittent, interns and summer hire Employees.

**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.

**Capped Sick Time** means the amount of accrued and awarded sick pay converted into a capped sick time bank on January 1, 2017 for eligible non-represented and ESC-represented employees.

**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 the signed statement of a Physician or 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.

**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 Employee who submits a claim for benefits under this Plan.

**Claims Administrator** means Sedgwick, an independent Claims Administrator appointed by PG&E to administer the claims filed under this Plan.

**Date of Disability and Disabled On means** the day in which, because of the Employee's physical or mental condition, he or she is unable to perform his or her regular or customary work and is absent from work.

**Disability** means a physical or mental illness or injury, including any illness or injury resulting from pregnancy, childbirth, or a related medical condition, that renders an Employee unable to perform his or her regular or customary work. Disability refers to claims for disability compensation for an Employee's own illness or injury and 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 absence from work and Disability beginning with the Date of Disability. Two consecutive periods of Disability due to the same or related condition, and separated by not more than sixty days is considered to be one Disability Benefit Period.

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

**Employee** means any person whose service with the Employer is considered Employment within the meaning of the California Unemployment Insurance Code (CUIC). The term Employee does not include independent contractors, any person receiving benefits under the PG&E Long-Term Disability Program, agency workers or common law employees of the Employer.

**Employer or Company** means Pacific Gas and Electric Company.

**Family Care Leave** means either of the following: 1) Leave to Bond with a new minor Child within the first (1<sup>st</sup>) year of the Child's birth or Placement in connection with Foster Care or adoption or 2) Leave to care for a Family Member who has a Serious Health Condition.

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

**Foster Care** means twenty-four (24) hour care for children in substitution for, and away from their Parents or guardian. Such



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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.

**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). It does not include Emergency Room visits or outpatient surgery. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

**Independent Medical Examination (IME) means** additional medical information, provided in the form of an independent and impartial opinion, needed to verify medical eligibility for VP benefits. The Plan or Claim Administrator in their sole discretion will select the IME physician who will perform the evaluation.

**Paid Family Leave or PFL** means the program that provides up to eight (8) weeks of wage replacement to Employees who take time off to care for the Serious Health Condition of a Child, Grandchild, Grandparent, Parent, Parent-In-Law, Spouse, or registered Domestic Partner, or to Bond with a new Child.

**PFL Benefit Period, means** the period of absence from work beginning with the first (1st) day an Employee establishes a Valid Claim for PFL 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 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) PFL 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 Disability Benefit Period.

**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.

**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 licenses 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 a physical examination by a nurse practitioner or physician assistant has been conducted under the supervision of a physician or surgeon; or as related to normal pregnancy or childbirth, a midwife, nurse midwife or nurse practitioner. Practitioner includes a religious practitioner accredited by the California Employment Development Department.

**Regular Sick Pay** means sick pay accrued and awarded to eligible IBEW- and SEIU-represented employees.

**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. Visits with a physician for purposes of evaluation alone do not constitute medical treatment.

**State** means the State of California.

**State Plan or State Disability Insurance Plan or SDI Plan or State PFL Plan** means the benefits payable from the State Disability Fund pursuant to Part 2 of Division 1 of the CUIIC for Disability or Paid Family Leave, as appropriate.

**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, layoff, dismissal, resignation, and retirement.

**Twelve (12) Month Period** means the 365 consecutive days that begin with the first day an Employee first establishes a Valid Claim for VPFL.

**Valid Claim** means any claim for PFL benefits made in accordance with the provisions of CUIIC Section 3302, and any rules and regulations adopted thereunder, if the Employee claiming benefits is absent from work and is caring for the Serious Health Condition of a Family Member, or Bonding with a minor Child during the first (1st) year after the birth or Placement of the Child in connection with Foster Care or adoption.

Valid Claim also means any claim for Disability benefits made in accordance with the provisions of the CUIIC Section 2706, and any rules and regulations adopted thereunder if the Employee claiming benefits is absent from work due to a Disability.

**Voluntary Plan or VP** means a voluntary plan established pursuant to Part 2 of the CUIIC.

**Voluntary Plan Disability Insurance Benefits** means Disability benefits paid by the Voluntary Plan pursuant to Section 3251 et seq. of the CUIIC.

**Voluntary Plan Family Leave Benefits** means Paid Family Leave benefits paid by the Voluntary Plan pursuant to Section 3300 et seq. of the CUIIC.

**Weekly Benefit Amount** means the amount of benefits paid to an Employee who qualified for Disability benefits or PFL benefits under this Plan.