



## SELF-INSURED SHORT-TERM DISABILITY PLAN Standard Operating Procedure

### For Eligible California Employees of City College of San Francisco

Effective January 1, 2015

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## I. Eligibility and Effective Date of Coverage

### A. Eligibility

Certain classified employees (not covered by SDI, which has its own State Disability Plan) of the Employer are eligible for disability coverage.

### B. Effective Date of Coverage

An individual in a covered class of employment on the effective date of this Plan is immediately eligible for coverage. New employees in a covered class will become eligible on the date of their employment.

## II. Disability Benefits

Any Employee covered under the Plan who becomes disabled by any physical or mental illness or injury including pregnancy, childbirth or related medical conditions, so as to prevent him or her from performing his or her regular or customary work, will be paid benefits for the period of such disability as follows, subject to the provisions of the "Limitations and Exclusions" listed in Section III. For any Employee who participates in a vocational rehabilitation plan in accordance with the California Labor Code, regular or customary work will mean, upon completion of such rehabilitation plan, only that employment for which the Employee has been retrained.

### A. Amount of Benefits

The amount of weekly benefit for which an Employee is covered under the Plan (subject to any Plan Limitations and Exclusions) shall be equal to 55% of the Employee's Weekly Wages to a maximum of the California Workers' Compensation temporary disability indemnity weekly benefit amount in effect at the time of the commencement of the Employee's disability.

## **B. 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 shall be one-seventh (1/7th) of the amount of the weekly benefit.

## **C. Maximum Benefit Period**

The Maximum Benefit Period payable for any one Disability Benefit Period shall be one hundred eighty (180) days.

## **D. Benefit Waiting Period**

Benefits will begin on the eighth (8th) consecutive day of disability, provided the employee has been examined by or is under the care of a Physician during some portion of that eight-day period of disability.

## **E. Reductions Because of Other Benefits**

The benefit payments from this Plan will be reduced by the gross benefits, which are paid from the following:

1. All wages (with the exception of vacation pay) that an Employee receives from any employer or self-employment.
2. Workers' compensation benefits for which the employee receives, or is entitled to receive 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) a maintenance allowance, except when certain conditions are met. If such workers' compensation benefits for a) temporary or permanent disability or b) a maintenance allowance combined with permanent disability indemnity, are less than the amount the Employee 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 workers' compensation benefits.

In the case of an Employee who is receiving a maintenance allowance, benefits under this plan will be reduced by the amount of both the maintenance allowance and the maximum permanent disability indemnity pursuant to Section 2629 (d) (1) (2) of the California Unemployment Code. In the case of an employee who does not elect to receive an advance on his/her permanent disability, the Plan benefits will also be reduced by the amount of the permanent disability indemnity to which the Employee would have an entitlement under the Labor Code had he/she requested same.

3. Any disability benefits an Employee receives from any State Disability Plan.

## **III. Limitations and Exclusions**

### **A. No Benefits Are Payable:**

1. For any disability which is not supported by a certificate from a treating Physician which contains a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms. The certificate must also contain a statement of medical facts, including secondary

diagnoses when applicable, within the Physician's knowledge, based on a physical examination and a documented medical history of the claimant by the Physician, indicating his or her conclusion as to the claimant's disability, and a statement of his or her opinion as to the expected duration of the disability. However, 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 for the period of such hospitalization. With respect to an Employee who is hospitalized in a county hospital, or hospitalized by said county hospital in another hospital, a certificate stating the date that the Physician ordered the confinement of the Employee and the duration of such confinement, signed by the registrar of the hospital shall satisfy the requirement of this part for the period of such hospitalization. However, such certificate is not required:

- a. If the Employee submits evidence of receipt of temporary disability benefits under a workers' compensation law for any day for which the Employee is entitled to receive Plan benefits reduced by such temporary workers' compensation disability benefits
  - b. If any Employee in good faith adheres to the teachings of any bona fide church, 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 bona fide church, sect, denomination or organization as to the disability of the Employee and the estimated duration of such disability, will be accepted.
  - c. If an Employee has been referred or recommended by competent medical authority to participate as a resident of an approved alcoholism recovery home, and in the absence of any other disabling condition, benefits while receiving alcoholism recovery treatment, while a full-time resident in an approved recovery home, will be paid for a period not to exceed thirty (30) days, and the Employee shall be eligible for disability benefits for an additional period not in excess of sixty (60) days if the referring Physician certifies to the need for continuing resident services.
  - d. If an Employee has been referred or recommended by competent medical authority to participate in an approved drug-free residential facility, and in the absence of any other disabling condition, benefits while receiving such drug recovery treatment will be paid for a period not to exceed forty-five (45) days, and the Employee shall be eligible for disability benefits for an additional period not to exceed forty-five (45) days if the referring Physician certifies to the need for continuing resident services; or
  - e. If an Employee has been ordered not to work by written order from a state or local health officer because the Employee is infected with, or suspected of being infected with, a communicable disease. Such written order shall be acceptable (for the period specified therein) in lieu of a certificate.
2. If the Employee is involuntarily confined, pursuant to commitment, court order, or certification, in an institution, or other place, as a dipsomaniac, drug addict, or sexual psychopath.
  3. For any period of disability for which benefits are paid or payable under any unemployment compensation act of the United States or of any other country.
  4. If any individual has filed with the Employer a statement declaring the Employee's adherence to the faith or teaching of any bona fide religious sect, denomination, or

organization and in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and the Employee's statement disclaims any disability benefits based on Wages paid while such statement is in effect. This limitation is applicable during the period when such exemption is in effect and for a period of three (3) months following recession of such exemption certificate.

5. No benefits are payable 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 for, investigation of, or prosecution of, any crime that results in a felony conviction.

#### **IV. Contributions**

Employee contributions to the Plan, if any, shall be announced by the Employer no later than December 31st of each year.

#### **V. Termination of Individual Employee Coverage**

An Employee's coverage will terminate on the earliest of:

- A. the date of termination of employment by termination of the Employer-Employee relationship (including permanent layoff or reduction in force); or at 12:00 midnight on the fifteenth (15th) day following the commencement of an Employer approved leave of absence without pay or a temporary layoff (eligible for recall), without pay, whichever occurs first. A layoff with no definite return to work date given by the Employer at the time of the layoff shall be considered a termination of the Employer/Employee relationship.
- B. the date the individual ceases to be an eligible Employee.
- C. the date of termination of the Plan by the Employer.

#### **VI. Claims**

Except for good cause, a claim must be filed within forty-one (45) days from the first compensable day of unemployment and disability. However, an extension will be granted for showing of good cause for late filing.

To claim benefits under this Plan, telephone the Claims Administrator, at (800) 444-9995.

The Claims Administrator shall have the right to (A) require supplemental forms from the Physician or those authorized to certify disabilities as often as deemed necessary, and (B) examine any Employee claiming benefits 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 when and as often as may be reasonably required during the period payments may be due under this Plan.

## VII. Overpayments

The claimant will be required to repay any overpayment from the Plan. The employer will make reasonable arrangements with the claimant or his or her legal representative(s) for the repayment to the Plan, including but not limited to the reduction of future benefits under the Plan or the reduction of future pay from the employer.

## VIII. Appeals

### A. Appeal of Denial

1. Represented employees will be provided with the normal and customary grievance process identified in their collective bargaining agreement.
2. Unrepresented employees' first recourse should be directed to the Director of Human Resources. The final and determinative recourse should be directed to the Vice Chancellor of Finance and Administration.

### B. Payment of Benefits Pending Appeal

Benefits will not be paid until a claim has been approved. If a claim is initially denied and subsequently approved during an appeal process, retroactive benefits will be paid upon approval.

## IX. Definitions

**A. Claims Administrator**, as used herein, is Keenan and Associates.

**B. Disability Benefit Period**, as used herein, means the continuous period of unemployment and disability beginning with the first (1st) day with respect to which the individual files a valid claim for benefits. Two (2) consecutive periods of disability 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 (1) Disability Benefit Period.

**C. Employer**, as used herein, means City College of San Francisco and any of its subsidiaries that participate in the Plan

**D. Leave of Absence**, as used herein, shall mean an absence from work that has been approved by the Employer under the Employer's leave of absence policy.

**E. Physician**, as used herein, means any physician, surgeon, optometrist, dentist, osteopath, qualified licensed psychologist, accredited practitioner, chiropractor, or podiatrist who is duly licensed and acting within the scope of his or her practice; or a licensed midwife, licensed nurse-midwife or licensed nurse practitioner who may certify only to normal pregnancy and childbirth related disabilities; or a duly authorized medical officer of any facility of the United States government; or a practitioner duly authorized and accredited by the Director of the California Employment Development Department.

**F. Plan**, as used herein, means this Plan established by the Employer.

**G. 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 include but are not limited to, separation, dismissal, resignation, and retirement.

**H. Weekly Wages**, as used herein, means the employee's annual salary divided by the number of work days scheduled annually, times five (5),

## **X. Other Requirements**

The Plan shall continue in effect for a period of one (1) year from the effective date and continuously thereafter, subject to approval of the Employer. Termination shall be effective only on the anniversary of the effective date of the Plan.

## **XI. Compliance**

The Employer hereby guarantees that no Employee covered by this Plan, will be excluded or restricted from this Plan due to age, sex, income or any pre-existing health conditions.