

**OREGON STATE UNIVERSITY –
OREGON PAID FAMILY AND MEDICAL LEAVE PLAN**

Oregon State University (“OSU” or “Employer”) has established and maintains an equivalent plan to provide Oregon Paid Family and Medical Leave benefits (in conformance with ORS Chapter 657B and OAR Chapter 471, Division 70 (hereinafter respectively referred to as “the Oregon Paid Family and Medical Leave statute and regulations”). OSU’s equivalent plan was originally fully insured under group insurance policy number 762197-Z issued by Standard Insurance Company (the “Group Policy”). The Group Policy effective date was September 3, 2023 and has been subsequently renewed by OSU and the Standard Insurance Company (“Standard”). OSU has decided to amend its equivalent plan to change from a fully insured equivalent plan to an employer administered, self-insured equivalent plan on the basis set forth below.

OSU’s equivalent plan shall be named the “Oregon State University – Oregon Paid Family and Medical Leave Plan” and may be referred to herein as the “Plan”.

The Plan provisions shall be interpreted and applied in a manner that conforms to and is consistent with the pertinent requirements of the Oregon Paid Family and Medical Leave statute and regulations. If there are any conflicts between the Plan and the pertinent provisions of the Oregon Paid Family and Medical Leave statute and regulations, the Oregon Paid Family and Medical Leave statute and regulations will be the controlling requirements, unless the Plan provisions expressly provide for benefits or rules that are more advantageous to the Eligible Employee in which case the Plan terms will prevail. If there are any changes, amendments, or regulatory clarifications to the provisions of the pertinent the Oregon Paid Family and Medical Leave statute and regulations, then the Plan and all applicable claims practices will be amended and updated (to the extent required to comply with the Oregon Paid Family and Medical Leave statute and regulations) not later than the deadline required under the Oregon Paid Family and Medical Leave statute and regulations. Any such amendments may be made effective retroactively to the extent permitted by the Oregon Paid Family and Medical Leave statute and regulations.

OSU and Standard have agreed that the Group Policy is being terminated effective as of December 31, 2025 (“Group Policy Termination Effective Date”). This Plan document and the change from a fully insured equivalent plan to an employer administered, self-insured equivalent plan is generally effective as of January 1, 2026 (“Employer Administered, Self-Insured Effective Date”). Special effective dates and transitions rules apply to a particular provision if specifically set forth in that provision.

Defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

Table of Contents

ELIGIBILITY AND BENEFIT AMOUNTS	1
CONTRIBUTIONS AND PLAN FUNDING	2
BENEFIT PROVISIONS.....	3
EXCLUSIONS	4
CLAIM PROVISIONS.....	5
MISCELLANEOUS PROVISIONS	12
TERMINATION OF ELIGIBLE EMPLOYEE'S PLAN COVERAGE	13
TERMINATION AND AMENDMENT OF THE PLAN OR GROUP POLICY.....	13
EMPLOYER REPORTING, RECORDKEEPING AND NOTICE OBLIGATIONS; PROTECTED RIGHTS; COORDINATION OF BENEFITS AND RIGHTS UNDER OTHER LAWS.....	14
DEFINITIONS	15

ELIGIBILITY AND BENEFIT AMOUNTS

Conditions of Eligibility:

To be eligible for PFML Benefits, a person must be an Eligible Employee.

Effective Date of Employer Administered, Self-insured Equivalent Plan:

Each person who is an Eligible Employee on the Employer Administered, Self-Insured Effective Date will be covered on such date.

Each person who becomes an Eligible Employee after the Employer Administered, Self-Insured Effective Date will become covered on the date the person becomes an Eligible Employee.

Calculation of Weekly Benefit Amount and Use of Subject Wages:

The Weekly Benefit Amount for Eligible Employees with a Qualifying Reason who earn equal to or less than 65% of the State Average Weekly Wage ("SAWW") is 100% of the Average Weekly Wage.

The Weekly Benefit Amount for Eligible Employees with a Qualifying Reason whose Average Weekly Wage is more than 65% of the SAWW equals the sum of:

65% of the SAWW

+

50% of the portion of the Average Weekly Wage that is above 65% of the SAWW.

The Weekly Benefit Amount will not exceed 120% of the SAWW.

The SAWW used in calculating the Weekly Benefit Amount applies for the entire Benefit Year, even if the SAWW changes during the Benefit Year.

Benefit amounts will be determined based on the Employer's Wage information in its records for each Eligible Employee.

If the use of the Eligible Employee's Average Weekly Wage as determined under this Plan would result in a PFML Benefit amount less than the benefit amount which would be payable under the state administered Paid Family and Medical Leave Insurance program ("Paid Leave Oregon"), the PFML Benefit amount under this Plan will equal the amount of the benefit that would be payable under Paid Leave Oregon. For example, if the Eligible Employee was employed by a previous employer or by the Employer during a Base Year or Alternate Base Year at a higher earnings level than would be the case under the Plan's definition of Average Weekly Wage, that higher level of earnings would be considered in the calculation of the PFML Benefit if it is in the Employer's records or provided in the Application by the Claimant.

PFML can be taken in Work Week or Work Day increments for either Consecutive Leave or Intermittent Leave.

Weekly Benefit Proration:

A claimant who takes PFML in Work Day increments, shall be paid a prorated Weekly Benefit Amount based on the number of Work Days PFML is taken in a Work Week. The benefit amount paid for a Work Day is calculated by dividing the Weekly Benefit Amount by the average number of Work Days that the Claimant worked per Work Week.

The total benefit amount paid for PFML taken in a Work Day increments is calculated by multiplying the benefit amount paid for a Work Day, rounded to the nearest whole cent, by the number of Work Days of PFML taken for the Work Week, not to exceed the Weekly Benefit Amount. When rounding, any number with the last figure five or greater is rounded up, while numbers less than five are rounded down.

Maximum PFML Payment Period:

Per ORS 657B.340, an Eligible Employee may qualify for up to 12 weeks of PFML Benefits per Benefit Year for any of the following purposes, in any combination:

- (a) Family Leave;
- (b) Medical Leave; or
- (c) Safe Leave.

Eligible Employees are eligible for no more than 12 total weeks, in the aggregate, of benefits under the Plan in a single Benefit Year. However, once per pregnancy, an Eligible Employee may qualify for up to two additional weeks of Medical Leave Benefits for limitations related to pregnancy, childbirth or a related medical condition, including but not limited to lactation, for a total amount of leave not to exceed 14 weeks per Benefit Year. The Eligible Employee must demonstrate to Employer that they are currently pregnant or were pregnant within the year prior to the start of the additional two weeks of Medical Leave.

Minimum Weekly Benefit Amount:

The Minimum Weekly Benefit under the Plan is five percent of the SAWW.

Minimum Benefit Increment:

The minimum benefit increment under the Plan is one Work Day.

CONTRIBUTIONS AND PLAN FUNDING

The Plan is a contributory plan, partially funded by the Employer and partially funded by Eligible Employees.

The total rate of contributions under the Plan may not exceed the amount determined under ORS 657B.150.

The Employer shall deduct employee contributions from the Wages of each Employee in an amount that is equal to 60 percent of the total rate determined by the Department. The Employer may amend the Plan at any time to reduce the percentage of the total rate determined by the Department that is deducted as an employee contribution from the Wages of each Employee.

Any employee contributions that Employer deducts from the Wages of an Employee shall be deposited in the Oregon State University – Oregon Paid Family and Medical Leave Plan Trust (the “Trust”) (or an alternative funding method that complies with the Oregon Paid Family and Medical Leave statute and regulations) not later than the deadline required under the Oregon Paid Family and Medical Leave statute and regulations or other applicable law.

The Employer may, in its sole discretion, deposit employer contributions in the Trust.

If the Trust assets are not sufficient to make payments of benefits in accordance with the terms of the Plan, the Employer shall make the balance of each such payment as it falls due. The trustee of the Trust shall notify the Employer if the Trust assets are insufficient.

The Employer may also make payment of benefits directly to Plan participants as they become due under the terms of the Plan and obtain reimbursement for such direct payments from the Trust, to the extent permitted by the terms of the Trust and the Oregon Paid Family and Medical Leave statute and regulations.

BENEFIT PROVISIONS

A. The maximum durations of PFML Benefits in a Benefit Year available to an Eligible Employee who has a Qualifying Reason rendering them unable to perform their employment duties for the Employer are:

1. Medical Leave

Up to 12 weeks if an Eligible Employee has a Serious Health Condition that prevents the Eligible Employee from working.

2. Family Leave

a. Up to 12 weeks for the birth, Adoption, or Foster Care placement of a Child.

An Eligible Employee may not exceed 12 weeks of Family Leave Benefits per Child for the purpose of caring for and bonding with the Child during the First Year after the birth or initial placement of the Child regardless of if a new Benefit Year starts during the First Year following birth or initial placement or for the purpose of effectuating legal process required for the placement of a foster Child or adoption of a Child.

b. Up to 12 weeks to Care for a Family Member who has a Serious Health Condition.

3. Safe Leave

Up to 12 weeks for Safe Leave.

Eligible Employees are eligible for no more than 12 total weeks, in the aggregate, of PFML Benefits in a single Benefit Year. However, an Eligible Employee may qualify for up to two additional weeks of PFML Benefits for limitations related to pregnancy, childbirth or a related medical condition, including but not limited to lactation, for a total amount of PFML not to exceed 14 weeks per Benefit Year. For an Eligible Employee to be eligible for PFML Benefits, they must be otherwise expected to be available to work the day or week for which PFML is requested.

An Eligible Employee may not take the two additional weeks of leave for limitations related to pregnancy, childbirth, or related medical condition more than once per pregnancy, regardless of whether a new Benefit Year has initiated.

B. Simultaneous Claims

In a Benefit Year, a Claimant may have simultaneous Claims during the same week, either for:

- Multiple Qualifying Reasons, or
- A single Qualifying Reason associated with multiple claims for PFML Benefits (for example, two different Family Members, each with their own Serious Health Condition).

Each Claim must be supported by a separate and Complete Application.

A Claimant shall not receive PFML Benefits for more than one Qualifying Reason on a single day.

C. Intermittent Leave Schedule

PFML may be taken on an Intermittent Leave Schedule in increments of a Work Day or a Work Week.

D. Simultaneous Coverage

An Eligible Employee with Simultaneous Coverage at the start of PFML shall apply separately under the Plan and all other plans under which they are covered. The Employer may ask an Eligible Employee whether the Eligible Employee has additional Oregon paid family medical leave coverage but may not require that the Eligible Employee provide details on the other employers or the plans. The Employer or the Eligible Employee may request information from the Department as described in OAR 471-070-2260.

Each Equivalent Plan is required to pay benefit amounts that are equal to or greater than the benefits offered under the state plan as described in OAR 471-070-2260 and ORS 657B.050 and applicable administrative rules. Upon request, the Department may provide information to the Employer regarding prorated benefit amounts, if the Department is aware of Simultaneous Coverage. Each respective benefit amount shall be prorated by the average number of Work Days typically worked per week by the Claimant for each respective plan rounded to the nearest whole cent. When rounding, any number with the last figure five or greater is rounded up, while numbers less than five are rounded down.

PFML Benefits will be equal to or greater than the prorated weekly benefit amount and may be further prorated when PFML is taken in Work Day increments based on the number of Work Days of leave taken in the Work Week.

E. Oregon Paid Sick Leave Under ORS 653.606

PFML Benefits are in addition to the leave an Eligible Employee has earned under ORS 653.606. PFML Benefits are not reduced by paid sick leave the Eligible Employee is eligible for under ORS 653.606.

F. Employer Provided Supplemental Accrued Paid Leave While Receiving PFML Benefits

An Eligible Employee is entitled to use any accrued paid sick leave, accrued paid vacation leave or any other paid leave that is offered by the Employer in addition to receiving PFML Benefits during a period of leave taken for PFML to the extent that the total combined amount of accrued paid leave and PFML Benefits received by the Eligible Employee does not exceed an amount equal to the Eligible Employee's full wage replacement during the period of PFML. Employer may permit an Eligible Employee to use accrued paid leave in addition to receiving PFML Benefits such that the total combined amounts received by the Eligible Employee exceed the Eligible Employee's full wage replacement amount as described in the preceding sentence only if the policy or plan under which the Employer offers such other paid sick leave, accrued paid vacation leave or any other paid leave expressly so provides.

An Eligible Employee must consent to use of paid leave in the manner described in the preceding paragraph during periods of PFML.

G. Verification of Wages

The Employer may request an Employee to provide verification of Wages earned with any employer in Oregon.

H. When PFML Payments End

An Eligible Employee's payments under the Plan end automatically on the earliest of:

1. The date the Eligible Employee no longer has a Qualifying Reason.
2. The date the Maximum PFML Payment Period is completed.
3. The date the Claimant is no longer an Eligible Employee.
4. The date the Eligible Employee dies.
5. The date the Eligible Employee fails to provide proof of continued entitlement to PFML Benefits under the Plan.

EXCLUSIONS

No PFML Benefits are payable under the following conditions:

1. For any week for which the Eligible Employee is eligible for wage replacement benefits under a state or federal unemployment benefits program; and

2. For any week for which the Eligible Employee is eligible for time loss benefits under Oregon workers' compensation law of Oregon.
3. For any period of a week or longer that the Eligible Employee is not expected to be available to work or able to work for the Employer based on circumstances related to the Employer's business, including but not limited to:
 - o A lapse in seasonal operations
 - o School breaks
 - o Other suspensions or cessations of an Employer's business operations.
4. During an Eligible Employee's period of incarceration, in which they are unable to perform their employment duties for the Employer as a result of being an adult in custody.

CLAIM PROVISIONS

A. Applications

Applications must be submitted to the Employer verbally, electronically or in writing in a form approved by the Employer within 30 calendar days of the date leave is requested and not later than 30 calendar days after the date leave commenced. Applications submitted to the Employer outside of this timeframe, either early or late, will be denied, except in cases where a claimant can demonstrate an application was submitted late for reasons that constitute Good Cause. Applications may be submitted up to one year following the date leave commenced for demonstrated Good Cause. Applications may be submitted to the Employer by the Claimant or their Claimant Designated Representative.

After submitting an Application to the Employer, a Claimant must notify the Employer within 10 calendar days of any changes to the information provided on their Application and provide additional information, if applicable, including, but not limited to, changes to the Claimant's:

- a. First and last name;
- b. Mailing address;
- c. Telephone number;
- d. Current employment;
- e. Average number of Work Days worked per Work Week;
- f. PFML schedule;
- g. Type of PFML taken; or
- h. Eligibility to receive Workers' Compensation time loss benefits under ORS chapter 656 or wage replacement benefits under a state or federal unemployment benefits program.

Failure to notify Employer of any changes to the information provided on an Application as specified in this section may result in a delay, denial, overpayment, or disqualification of PFML Benefits.

Employer may request that the Claimant provide written consent to request or provide information to the Department and/or the Health Care Provider in order to review the PFML claim, render a decision, and/or reporting.

B. Notice to Employer Prior to Commencing PFML

The Claimant must provide oral or written notice to the Employer at least 30 calendar days in advance of foreseeable PFML. Examples of foreseeable PFML include, but are not limited to, an expected birth,

planned placement of a Child, or a scheduled medical treatment for a Serious Health Condition of the Claimant or a Family Member of the Claimant.

Notice for Intermittent Leave shall be given orally to the Employer within 24 hours of the commencement of each Work Day taken or earlier if known.

Verbal notice by the Claimant, a Family Member, or by another person on behalf of the Eligible Employee, must be provided to the Employer within 24 hours of unforeseeable PFML related to an unexpected Serious Health Condition, a premature birth or unexpected adoption or Foster Care placement, or Safe Leave, followed by written notice within three days after commencement of the unforeseeable PFML. In the context of Safe Leave, if it is not possible to provide notice in these timeframes, notice should be provided as soon as practicable.

If requisite notice is not provided, the first weekly PFML Benefit may be reduced 25 percent, except when it would reduce the Weekly Benefit Amount below the Minimum Weekly Benefit Amount. The first PFML Benefit payment issued will be reduced by the entire amount of the reduction. If the first benefit payment issued is less than the entire amount of the reduction, the subsequent benefit payment(s) will be reduced until the entire reduction has been subtracted. The Claimant may request a waiver of the reduction for good cause. The Claimant may appeal the imposition of the benefit reduction in accordance with ORS 657B.410 and applicable administrative rules. The Employer, in its discretion, may waive the imposition of the benefit reduction without a request for a waiver by the Claimant if: (a) the Employer determines that the Claimant had good cause for not providing notice to the Employer or (b) the Employer determines applying the benefit reduction would be against equity, good conscience, or administrative efficiency or involve de minimis amounts. For purposes of this Section B., good cause will be found when the Employee establishes, by satisfactory evidence, that factors or circumstances beyond the Employee's reasonable control prevented the Employee from providing the required notice to the employer. Good cause includes, but is not limited to, an incapacitating serious health condition or a situation related to safe leave, for which the Employee provided notice to the employer as soon as was practicable.

C. Claim Decisions and Payments

Employer will comply with claim decision and payment timeframes set forth in the Oregon Paid Family and Medical Leave statute and regulations. The Employer will take all reasonable efforts to make a claims decision and issue the first payment of any benefits for an approved claim within 14 calendar days after the Employer's receipt of a Complete Application or the start of the leave, whichever is later. Receipt of the Complete Application means the necessary information is sent to Employer by mail or submitted to Employer electronically or by any medium Employer authorizes. Payment of PFML Benefits following the first payment will occur according to the Employer's existing payroll schedule applicable to the Eligible Employee (or similarly situated Eligible Employees).

Employer will provide claim decisions that at minimum include:

- a. Identification of the Claimant;
- b. The date of the Employer's decision; and
- c. A statement either:
 - i. approving the Application, including the frequency, duration and amount of PFML Benefits, and a statement indicating how the Claimant may contact the Department to request the Average Weekly Wage that should be used in PFML Benefit calculation; or
 - ii. denying the Application along with the reason(s) for the denial and an explanation of the Claimant's right to appeal the decision and instructions on how to submit an appeal.

Employer will provide claim decisions in writing, either in hard copy or electronically if the Claimant has opted for electronic notification.

In the event of the death of a Claimant to whom PFML Benefits are owed, Employer will pay PFML Benefits due at the date of the Claimant's death to the following groups of survivors of the Claimant, their guardians or the conservators of their estates, in equal shares to all survivors in a group, and in the order listed, with no payment to survivors in any group if there is any survivor in any group preceding it as listed:

1. Surviving Spouse;
2. In equal shares to the Children and to the issue of any deceased Child by right of representation;
3. Parents;
4. Siblings;
5. Claimant's nephews and nieces;
6. In the absence of any person in 1-5 above, the Claimant's estate.

D. Claim Cancellation

A claim for PFML Benefits may be cancelled at any time provided a request to cancel has been submitted to the Employer in a method approved by the Employer, and no leave under the Plan was taken under the claim; PFML Benefits have not been paid for the claim; and no disqualification has been issued by the Employer and no appeal of a disqualification or denial has been requested.

E. Certifications and Documentation Requests

1. Employer requires that Applications be supported by certifications and documents that will not exceed those permitted under the Oregon Paid Family and Medical Leave statute and regulations.
 - a. For Medical Leave due to the Claimant's own Serious Health Condition, the Employer may require either (i.) or (ii.) below:
 - i. A certification from the Claimant's Health Care Provider that includes:
 - a. the Health Care Provider's first and last name, type of medical practice/specialization, and their contact information, including mailing address and telephone number;
 - b. the Claimant's first and last name;
 - c. a statement that the Claimant has a Serious Health Condition;
 - d. the approximate date on which the Serious Health Condition commenced, or when the Serious Health Condition created the need for Medical Leave;
 - e. a reasonable estimate of the duration of the Claimant's Serious Health Condition or recovery period;
 - f. a reasonable estimate of the frequency and duration of Intermittent Leave and estimated treatment schedule, if applicable; and
 - g. other information as requested by Employer to determine eligibility for the PFML Benefits; including information sufficient to establish that the Claimant has a Serious Health Condition including but not limited to a diagnosis; or other such information that is permitted to be obtained under the Oregon Paid Family and Medical Leave statute and regulations.
 - ii. Any other document or certification approved by the Employer for this purpose which is determined to be in accordance with the Oregon Paid Family and Medical Leave statute and regulations (e.g., OAR 471-070-1120).

- b. For Family Leave to Care for Family Member with a Serious Health Condition, the Employer may require either (i.) or (ii.) below:
 - i. A certification from the Family Member's Health Care Provider that may include:
 - a. the Health Care Provider's first and last name, type of medical practice/specialization, and their contact information, including mailing address and telephone number;
 - b. the Family Member's (patient's) first and last name;
 - c. the Claimant's first and last name;
 - d. the approximate date on which the Family Member's Serious Health Condition commenced, or when the Serious Health Condition created the need for Family Leave;
 - e. the reasonable estimate of the duration of the Family Member's Serious Health Condition or recovery period;
 - f. a reasonable estimate of the frequency and duration of Intermittent Leave and estimated treatment schedule, if applicable; and
 - g. other information or documents as requested by the Employer to determine eligibility for the PFML Benefits; including information sufficient to establish that the Family Member (patient) has a Serious Health Condition including but not limited to a diagnosis or to establish the qualifying family relationship (e.g., a marriage certificate, certificate of domestic partnership, birth certificate or other similar documents); or other such information that is permitted to be obtained under the Oregon Paid Family and Medical Leave statute and regulations.
 - ii. Any other document or certification approved by the Employer for this purpose which is determined to be in accordance with the Oregon Paid Family and Medical Leave statute and regulations (e.g., OAR 471-070-1120).
- c. For Family Leave to Bond with a New Child
 - i. A Claimant applying for PFML Benefits to care for and bond with a Child during the First Year after the Child's birth must provide one of the following forms of verification:
 - a. The Child's birth certificate;
 - b. A Consular Report of Birth Abroad;
 - c. A document issued by a Health Care Provider of the Child or pregnant parent;
 - d. A hospital admission form associated with delivery; or
 - e. Any other document or certification approved by the Employer for this purpose which is determined to be in accordance with the Oregon Paid Family and Medical Leave statute and regulations (e.g., OAR 471-070-1110).
 - ii. A Claimant applying for PFML Benefits to care for and bond with a Child during the First Year after the placement of the Child through Foster Care or adoption, or for Pre-Placement Leave must provide one of the following forms of verification:
 - a. A copy of a court order verifying placement;
 - b. A letter signed by the attorney representing the Claimant that confirms the placement of the Child;
 - c. A document from the Foster Care, adoption agency or social worker involved in the placement that confirms the placement of the Child;

- d. A document for the Child issued by the United States Citizenship and Immigration Services; or
 - e. Any other document or certification approved by the Employer for this purpose which is determined to be in accordance with the Oregon Paid Family and Medical Leave statute and regulations (e.g., OAR 471-070-1110).
 - iii. The verification required in sections (i) and (ii) of this section must show the following:
 - a. Claimant's first and last name as parent or guardian of the child after birth or placement of the child through foster care or adoption;
 - b. Child's first and last name;
 - c. Date of the Child's birth or placement; and,
 - d. The qualifying relationship between the Claimant and the Child.
- d. For a Claimant's Safe Leave
 - i. A Claimant applying for PFML Benefits for Safe Leave must provide verification of the basis for the Safe Leave, including any of the following forms of documentation:
 - a. A copy of a federal agency or state, local, or tribal police report, or a formal complaint to a school's Title IX Coordinator indicating that the Claimant or the Claimant's Child was a victim of Domestic Violence, Harassment, Sexual Assault, Bias or Stalking;
 - b. A copy of a protective order or other evidence from a federal, state, local, or tribal court, administrative agency, school's Title IX Coordinator, or attorney that the claimant or the Claimant's Child appeared in or was preparing for a civil, criminal, or administrative proceeding related to Domestic Violence, Harassment, Sexual Assault, Bias or Stalking;
 - c. Documentation from an attorney, law enforcement officer, Health Care Provider, licensed mental health professional or counselor, member of the clergy, or victim services provider that the claimant or the Claimant's Child was undergoing treatment or counseling, obtaining services, or relocating as a result of Domestic Violence, Harassment, Sexual Assault, Bias or Stalking; or
 - d. Any other document or certification approved by the Employer for this purpose which is determined to be in accordance with the Oregon Paid Family and Medical Leave statute and regulations (e.g., OAR 471-070-1130).
 - ii. In cases where a Claimant can demonstrate good cause for not providing one of the forms of documentation in section (i), the claimant may instead provide a written statement attesting that they are taking eligible Safe Leave. Good cause for not providing the documentation in this section (ii) is determined at Employer's discretion and includes, but is not limited to, the following:
 - a. Difficulty obtaining verification due to a lack of access to services; or
 - b. Concerns for the safety of the Claimant or the Claimant's Child.
- e. In addition to the information required from a Claimant as outlined above, Employer may request that a Claimant provide additional information necessary to establish facts relating to eligibility or qualification for PFML Benefits. Unless a time frame is otherwise defined under statute or rule or is specified by the Employer, the Claimant must respond to all requests for information within the following time frames:
 - i. 14 calendar days from the date of the request for information, if the request was sent by mail to the Claimant's last known address as shown in the Employer's records.

- ii. 10 calendar days from the date of the request for information, if the request was sent by telephone message, fax, email, or other electronic means.
- iii. When the response to the request for information is sent to the Employer by mail, the date of the response shall be the date of the postmark affixed by the United States Postal Service. In the absence of a postmarked date, the date of the response shall be the most probable date of mailing as determined by the Employer.
- iv. The time frames specified in sections (i) and (ii) of this section may be extended at Employer's discretion when a Claimant can demonstrate they failed to provide a timely response for good cause. For purposes of this section (iv), good cause exists when the Claimant responds to the Employer as soon as practicable and establishes by satisfactory evidence that circumstances beyond the Claimant's control prevented the Claimant from providing a timely response, including, but not limited to, an incapacitating Serious Health Condition or a situation related to Safe Leave.

2. Confidentiality; Information Sharing Within Employer and Between Plan

Information and records relating to Eligible Employees and Claims under the Plan shall be kept confidential in accordance with the requirements of the Oregon Paid Family and Medical Leave statute and regulations and other applicable law. The Employer will develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of information and records relating to Eligible Employees and Claims under the Plan.

The person(s) responsible for administering claims on behalf of the Employer under the Plan may not be the same person(s) who handle other aspects of the Employer's operations or its other benefit plans and policies or may be the same person(s) but have separate responsibilities arising under those operations or other benefit plans.

In order to accurately administer Applications and benefit payments under the Plan, information or records may be requested and shared within the Employer, among this Plan and Employer's other benefit plans and policies, and with the trustee of the Trust, to the extent permitted under the Oregon Paid Family and Medical Leave statute and regulations and other applicable law.

This information or the records may include the following:

- a. Whether the Claimant will receive any Accrued Paid Leave or Wages during the period of leave requested in the Application;
- b. Whether the Employer has approved or intends to approve the leave requested in the Application under the state or federal Family and Medical Leave Act or any other policy allowing for paid or unpaid leave; and
- c. Any other relevant information or records related to the Application, including but not limited to, wage or payment history required to determine the Weekly Benefit Amount.

F. PFML Benefit Reductions

PFML Benefits may be reduced by each of the following:

- 1. PFML Benefit overpayments;
- 2. Federal tax withholdings;
- 3. State and local tax withholdings;
- 4. Child or spousal support orders;
- 5. Restitution for crime victims; and,

6. Any other amounts permitted in accordance with ORS 652.610, Oregon Paid Family and Medical Leave statute and regulations, or under other applicable Oregon law.

G. Appeals

Claimants will be notified in writing by the Employer that they have the right to request an appeal to the Employer of an adverse PFML claim determination, including approval of a PFML duration that is less than the requested duration or a PFML Weekly Benefit Amount that is disputed within 60 calendar days of receipt of notice of the adverse determination. If circumstances beyond the Claimant's control prevent filing an appeal within the 60-day period, the appeal must be filed as soon as is reasonably possible.

If following the review of the appeal Employer upholds the adverse determination decision or if Employer fails to render an appeal decision within 20 calendar days of receipt of an appeal, including all necessary information needed to complete the review, the Claimant has the right to pursue dispute resolution with the Department no later than:

- 60 calendar days from the Claimant's receipt of notice of the appeal decision,
- 60 calendar days after the expiration of the 20 calendar day appeals timeframe if Employer fails to render a decision, or
- as soon as practicable if there is good cause (as defined in Section H.7. below) for the delay.

Any determinations of overpayments are a reviewable benefit decision, and all Claimant disputes relating to overpayments (whether the Claimant is disputing the overpayment determination itself, or just the amount of the overpayment) must follow the process in this section.

The Employer will notify the Claimant in writing how to contact the Department and will include an explanation of the Department's dispute resolution process as described in the Disputes and Request for Hearing section of the Plan if an appeal is denied.

H. Disputes and Request for Hearing

1. As required by ORS 657B.420, the Department will provide a dispute resolution process to assist in resolving disputes between the Employer and Employees regarding coverage and benefits provided under the Plan if the appeal is not otherwise resolved.
2. Prior to the Department providing a dispute resolution process, the Employer and the Employee must follow the appeal process under the Plan.
3. In the event that the Employee or the Employer resolves an appeal on a coverage or benefit decision through the Plan's appeal process, the Employee may request further dispute resolution assistance through the Department. The dispute resolution request must:
 - a. Be in writing, by phone, online, or in another format approved by the Department.
 - b. Include a copy of the Employer's appeal decision under the Plan and any documents related to the dispute, including documents supporting or referencing the Employer's decision.
 - c. Be received within 60 calendar days of the issuance of the appeal decision, or as soon as practicable if there is good cause for the delay beyond 60 calendar days.
4. The Department shall review the dispute resolution request and issue an advisory decision based on the Plan benefit requirements within 20 calendar days of the receipt of the dispute resolution request.
5. If the Employer and Plan do not comply with the Department's administrative dispute decision, the Employee may still submit a wage claim with the Oregon Bureau of Labor and Industries under ORS Chapter 652.

6. The payment of any PFML Benefits not placed in issue by the request for the administrative hearing shall continue during the appeal process.
7. Good cause for late appeal or dispute resolution request includes, but is not limited to, the following:
 - a. Difficulty obtaining verification;
 - b. Factors or circumstances beyond the Employee's, Employer's, or Department's reasonable control that prevented them from providing information;
 - c. A Serious Health Condition that results in an unanticipated and prolonged period of incapacity and that prevents the Employee or Employer from timely providing information; or
 - d. A demonstrable inability to reasonably access a means to respond in a timely manner, such as an inability to file a leave report due to a natural disaster or a significant and prolonged outage.

MISCELLANEOUS PROVISIONS

A. Coordination of Leave

Any PFML must be taken at the same time as any leave taken by an Eligible Employee under the federal Family and Medical Leave Act of 1993 (P.L. 103-3) for the same purposes.

B. Overpayment and Recovery

1. If Employer determines that a Claimant has received PFML Benefits to which the Claimant was not entitled, the Plan, Trust and Employer may:
 - a. Seek repayment of PFML Benefits from the Claimant; and
 - b. Have the amount of any overpaid PFML Benefits deducted from any future PFML Benefits otherwise payable to the Claimant.
2. If PFML Benefits are paid because of an error, the Plan, Trust, and Employer may waive, in whole or in part, the amount of any such payments for which recovery would be against equity, good conscience or administrative efficiency.
3. Prior to the recovery of the amount of any PFML Benefits under this section, notification will be given to the Claimant:
 - a. Identifying the day(s) or week(s) for which the PFML Benefits were paid (but should not have been); and
 - b. That any amount subject to recovery due under this section may be collected by the Plan, Trust, or Employer in a civil action against the Eligible Employee.
4. The Claimant may appeal a determination made under this section.

C. Claims of Creditors; Nonassignability

Except to the extent permitted under the Oregon Paid Family and Medical Leave statute and regulations, under other applicable Oregon law, or under the express terms of this Plan, benefits payable to Claimants and their beneficiaries under this Plan may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process. Any attempt by a person to anticipate, alienate, assign, sell, transfer, pledge, or encumber the same shall be void.

D. Not in Lieu of Workers' Compensation

This Plan does not satisfy any requirement for Workers' Compensation Insurance.

TERMINATION OF ELIGIBLE EMPLOYEE'S PLAN COVERAGE

An Eligible Employee's coverage under the Plan will terminate on the earliest of the following dates: the date the Plan is terminated or the date the person is no longer an Eligible Employee.

TERMINATION AND AMENDMENT OF THE PLAN OR GROUP POLICY

- A. Employer may amend or terminate the Plan at any time. Any such amendment or termination of the Plan shall be subject to the limitations in the Oregon Paid Family and Medical Leave statute and regulations and shall be effective and implemented in accordance with such requirements (both substantive and procedural requirements).
- B. This provision applies only in connection with the Employer's amendment of the Plan to change from a fully insured equivalent plan to an employer administered, self-insured equivalent plan on and after the Employer Administered, Self-Insured Effective Date. Such amendment is not a termination of the Plan. Rather, the following apply:
 - 1. The Group Policy is being terminated effective as of the Group Policy Termination Effective Date. Standard must pay or continue to pay PFML Benefits under the terms of the Group Policy in accordance with the terms of the Group Policy, taking into consideration the Group Policy Termination Effective Date.
 - 2. The Plan continues as an ongoing Plan without interruption. On and after the Employer Administered, Self-Insured Effective Date of the Plan, claims incurred on or after such date for PFML Benefits shall be paid in accordance with the terms of this Plan by the Employer or the Trust.
 - 3. There shall be no duplication of benefits paid by the Standard and the Employer, the Plan or the Trust. If the Standard, the Plan, Trust or the Employer do not pay the PFML Benefits, the Employee may file an appeal with the Employer and then a dispute resolution request with the Department.
 - 4. If the Department does not approve on or before December 31, 2025 this amended Plan and its change from a fully insured equivalent plan to an employer administered, self-insured equivalent plan to be effective as of the Employer Administered, Self-Insured Effective Date, the following will apply:
 - a. The Employer Administered, Self-Insured Effective Date shall be delayed until the first day of the Calendar Quarter immediately following the date of the approval by the Department of this amended Plan, and the definition of Employer Administered, Self-Insured Effective Date shall be automatically adjusted without further amendment to replace "January 1, 2026" with the date that is the first day of the Calendar Quarter immediately following the date of the approval by the Department of this amended Plan.
 - b. Subject to the consent and agreement of the Standard (and to the extent applicable, the amendment procedures of the Group Policy), the Group Policy Termination Effective Date shall be delayed until the day prior to the delayed Employer Administered, Self-Insured Effective Date determined under B.4.a. above. In the event such consent and agreement is granted by the Standard, the definition of Group Policy Termination Effective Date shall be automatically adjusted without further amendment to replace "December 31, 2025" with the date that is the day prior to the delayed Employer Administered, Self-Insured Effective Date determined under B.4.a. above
 - c. Employer will continue to follow the originally approved equivalent plan until the Employer Administered, Self-Insured Effective Date determined under B.4.a. above.
 - d. Employer may further amend the Plan to reflect different effective dates or other terms than those specified in B.4.a. – B.4.c. above to the extent required or permitted by the Department in its determination to grant approval of the change of the Plan from a fully insured equivalent

plan to an employer administered, self-insured equivalent plan and to ensure the Plan is and continues to qualify as an Equivalent Plan.

C. Department Termination of the Plan

1. The Department may, for cause, terminate the Plan in accordance with the Oregon Paid Family and Medical Leave statute and regulations.
2. If the Employer does not appeal the Plan termination or the Department does not reverse its decision to terminate the Plan under ORS 657B.410 (or such determination is not reversed on judicial review), the Plan shall be terminated in accordance with the Department's decision to terminate the Plan and the Employer shall comply with the process for terminating the Plan in accordance with the Oregon Paid Family and Medical Leave statute and regulations.

**EMPLOYER REPORTING, RECORDKEEPING AND NOTICE OBLIGATIONS;
PROTECTED RIGHTS; COORDINATION OF BENEFITS AND RIGHTS UNDER
OTHER LAWS**

- A. Employer shall file payroll reports and provide wage information relating to the Plan in accordance with the Oregon Paid Family and Medical Leave statute and regulations and applicable forms and in the manner required by the Department.
- B. Employer will provide Employees notice at time of hire (or such other time(s) as required or permitted) and will display notice of the Oregon Paid Family and Medical Leave Employees Rights and Duties in accordance with and in the manner permitted or required by ORS 657B.210(11)(c) and OAR 471-070-2330.
- C. Employer has the obligation to ensure that Employees are afforded job protection if they are employed with the Employer at least 90 consecutive calendar days prior to approved PFML. Anytime an Employee requests PFML, the Employee may request the Employer address how rights under the Oregon Paid Family and Medical Leave statute and regulations and this Plan coordinate with eligibility and entitlements (if any) under the federal or Oregon Family Medical Leave Act (FMLA), other statutes (such as the Americans with Disabilities Act, the Pregnancy Discrimination Act, the Oregon Fair Employment Practice Act) or other Employer policies.
- D. During any PFML, the Employer must maintain any health care benefits coverage the Employee had prior to taking such leave, for the duration of the leave, as if the Employee had continued in employment continuously during the period of leave. The Employer continuing health care benefits coverage for an employee on PFML may require that the Employee pay the same share of premium costs during the leave that the Employee paid prior to the leave.
- E. Employer must submit to the Department an annual report (or if required by the Department, reports for any shorter reporting period) on benefits usage and additionally report financial information relating to employee contributions that are withheld under the Plan in accordance with the Oregon Paid Family and Medical Leave statute and regulations. Such reports will include the following information:
 - Number of the Oregon Paid Family and Medical Leave benefit applications received during each reporting period and the Qualifying Reasons;
 - Number of the Oregon Paid Family and Medical Leave benefit applications approved during each reporting period, the Qualifying Reasons, and total amount of leave; and
 - Number of the Oregon Paid Family and Medical Leave benefit applications denied during each reporting period, the Qualifying Reason (which was denied), the number of appeals made on denials, and the outcome of the appeals.
 - Total amount of employee contributions withheld during the reporting period;

- Total plan expenses paid during the reporting period, including the total benefit amount paid, and total Administrative Costs, if applicable;
 - Balance of employee contributions held in trust at the end of the reporting period; and
 - Such other information as required by the Department from time to time.
- F. Employers will respond to any request from the Department for information about current and prior employees or the Plan in accordance with the Oregon Paid Family and Medical Leave statute and regulations and other applicable law.
- G. The Employer must maintain all reports, information, and records relating to the Plan and any Employee leave applications and benefits paid or denied for six years or, if longer, until the end of OSU's otherwise applicable records retention policy relating to employment and benefit plan records. The records identified must be provided by the Employer to the Department for review upon request. The Department may request to review the Employer's records in accordance with the Oregon Paid Family and Medical Leave statute and regulations.

DEFINITIONS

Accrued Paid Leave: means leave earned by or otherwise provided to an Eligible Employee pursuant to a benefit plan or policy offered by the Employer, including, but not limited to, Sick Pay (including Oregon Paid Sick Leave), annual leave, Vacation Pay, personal leave, compensatory leave or Paid Time Off. Accrued paid leave shall not include a (i) disability policy or program of the Employer; or (ii) paid Family or Medical Leave policy of the Employer.

Administrative Costs: means the costs incurred by an Employer or the Trust directly related to administering an equivalent Oregon Paid Family and Medical Leave insurance plan which include, but are not limited to, cost for accounting, recordkeeping, insurance policy premiums, legal expenses, and labor for human resources' employee interactions related to the Plan. Administrative costs do not include rent, utilities, office supplies or equipment, executive wages, cost of benefits, or other costs not immediately related to the administration of the Plan.

Affinity: means a relationship that meets the following requirements:

- There is a significant personal bond that is like a family relationship, and;
- The relationship has characteristics of a family relationship, which may include, but is not limited to the following:

- (a) Shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills, or beneficiary designations;
- (b) Emergency contact designations;
- (c) The expectation to provide care because of the relationship or the prior provision of care;
- (d) Cohabitation; and
- (e) Geographical proximity.

Alternate Base Year: means the last four completed Calendar Quarters preceding the Benefit Year.

Application: means the process in which a Claimant submits the required information and documentation to the Employer to request PFML Benefits.

Average Weekly Wage: means the Eligible Employee's weekly Subject Wages in effect with the Employer on the day immediately preceding the date PFML begins. For Eligible Employees who are paid hourly, the Average Weekly Wage is based on the hourly pay rate multiplied by the number of hours regularly

scheduled to work for the Employer per week. If the Eligible Employee does not have regular work hours, the Average Weekly Wage is based on the hourly pay rate multiplied by the average number of hours worked per week for the Employer during the preceding 52 calendar weeks (or during the period of employment with the Employer if less than 52 weeks). If an Eligible Employee is paid on an annual contract basis (e.g., on a salaried contract), the Average Weekly Wage is based on one-fifty-second (1/52nd) of the Eligible Employee's annual contract basis with the Employer. If an Eligible Employee has multiple Employers, the Average Weekly Wage will be calculated for each employer separately.

Bias: for a safe leave purpose described in ORS 659A.272, means a bias crime as defined in ORS 147.380.

Base Year: means the first four of the last five completed Calendar Quarters preceding the Benefit Year.

Benefit Year: means a period of 52 consecutive weeks beginning on the Sunday immediately preceding the day that Family Leave, Medical Leave, or Safe Leave commences for the Claimant. A Claimant may only have one valid benefit year at a time.

Calendar Quarter: means the period of three consecutive calendar months ending on March 31, June 30, September 30, or December 31.

Care: means Physical Assistance or Psychological Assistance as used for leave taken to care for a Family Member with a Serious Health Condition.

Carrier: Standard Insurance Company

Child: means a biological child, adopted child, stepchild or foster child of an Eligible Employee or of the Spouse or Domestic Partner; a person who is or was a legal ward of an Eligible Employee or of the Eligible Employee's Spouse or Domestic Partner; or a person who is or was in a relationship of in loco parentis with an Eligible Employee or with the Eligible Employee's Spouse or Domestic Partner. A child under this definition must be under age 18, or age 18 or older as an adult dependent substantially limited by a physical or mental impairment as defined by ORS 659A.104.

Claim: means a period of PFML Benefits that starts with the date PFML begins based upon Employer's receipt of a Complete Application and continues through the duration of the approved PFML or until the approved PFML Benefits have been exhausted. An Eligible Employee may have multiple claims in a Benefit Year but may not be approved for more than the period described in the **Maximum PFML Payment Period**.

Claimant Designated Representative: means an individual 18 years or older, who is designated by the claimant, as described in OAR 471-070-1250, to represent the Claimant by exchanging information with the Employer on behalf of the Claimant for Plan claims or who is otherwise authorized to represent the Claimant in accordance with OAR 471-070-1250. The claimant's designated representative is authorized to access information related to the Claimant's current or pending Plan claim that would otherwise be confidential.

Claimant: means an Eligible Employee that has submitted an Application or established a claim for PFML Benefits.

Complete Application: means an Application that contains all of the required information under OAR 471-070-1100 as well as Wage information necessary to calculate PFML Benefits.

Consecutive Leave: means leave taken for a continuous period of time, without interruption, based upon a Claimant's regular work schedule from all employment for a single Qualifying Reason. A Claimant who is taking consecutive leave may not perform work for any employer or perform self-employed work during the leave period.

Contributory: The Employee pays all or part of the cost under the Plan.

Department: means Oregon Employment Department.

Director: means the Director of the Oregon Employment Department.

Domestic Partner: means an individual joined in a domestic partnership. “Domestic Partnership” has the meaning given that term in ORS 106.310.

Domestic Violence: means safe leave purpose described in ORS 659A.272, means abuse as defined in ORS 107.705.

Eligible Employee: means an Employee of the Employer.

Employee: means an individual performing services based in Oregon for the Employer for remuneration or under any contract of hire, written or oral, express or implied; and a home care worker as defined in ORS 410.600.

Employee does not include: an independent contractor as defined in ORS 670.600; a participant in a work training program administered under a state or federal assistance program; a participant in a work-study program that provides students in secondary or postsecondary educational institutions with employment opportunities for financial assistance or vocational training; a railroad worker exempted under the federal Railroad Unemployment Insurance Act; a Volunteer; a judge as defined in ORS 260.005; a member of the Legislative Assembly; or a holder of public office as defined in ORS 260.005.

Employer: means Oregon State University and any of its affiliates and subsidiaries designated by Oregon State University, which designation may be reflected in a schedule of affiliated companies. The Employer may delegate administration of the Plan to an employee of Oregon State University or a group of employees of Oregon State University, and any such employee or group of employees may be referred to as the “Plan Administrator”. References to the “Employer” shall be construed to refer to any such Plan Administrator as appropriate in the context of relevant Plan provisions (e.g., claims administration). The Employer shall notify Employees about any such Plan Administrator.

Equivalent Plan: means a Paid Family and Medical Leave Insurance (PFMLI) plan approved by the Department that provides benefits that are equal to or greater than the benefits provided by the Oregon PFMLI program established under ORS 657B.340.

Family Leave: means leave taken under the Plan to care for a Family Member with a Serious Health Condition, for a Parent to bond with the Parent’s child during the First Year after the child’s birth, adoption, or Foster Care placement, or for Pre-Placement Leave.

Family leave does not mean:

- Leave described in ORS 659A.159 (1)(a) except for leave to care for a Child who requires home care due to an illness, injury or condition that is a Serious Health Condition;
- Leave described in ORS 659A.159(1)(b) which provides for leave to deal with death of a Family Member, attend a funeral or to make arrangements necessitated by the death of the Family Member, or grieving the death of a Family Member; or
- Qualifying military exigency leave authorized under ORS 659A.093.

Family Leave Benefits: Wage replacement paid to an Eligible Employee while the Eligible Employee is on Family Leave under the Plan.

Family Member: means an Eligible Employee’s Spouse, Domestic Partner, Child (determined without regard to the last sentence in the definition of Child in the Plan), Parent, Sibling, Grandparent, Grandchild, or any individual related by blood or Affinity whose close association with an Eligible Employee is the equivalent of a family relationship.

First Year: means the timeframe after the Child’s birth, Foster Care placement, or adoption which begins the day of the Child’s birth, Foster Care placement, or adoption and ends the day before the Child’s first birthday or anniversary of the Foster Care placement or adoption.

Foster Care: 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 Oregon, or any other state, commonwealth or territory as a

result of a voluntary agreement between the Parent and 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 Oregon, or any other state, commonwealth or territory and foster family that the foster family will care for 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.

Good Cause: for purposes of Section A. of Claims Provisions, means when a Claimant establishes by satisfactory evidence submitted to the Employer that factors or circumstances beyond the Claimant's reasonable control prevented the Claimant from submitting an Application within the required timeframe. Good Cause for the late submission of an Application is determined at Employer's discretion and includes, but is not limited to, the following:

(a) A Serious Health Condition that results in an unanticipated and prolonged period of incapacity and that prevents a Claimant from timely filing an Application; or

(b) A demonstrated inability to reasonably access a means to file an Application in a timely manner, such as an inability to file an Application due to a natural disaster or a significant and prolonged system outage.

If Employer determines that the Claimant demonstrated Good Cause for late submission of an Application, Employer may accept the Application up to one year after the start of PFML.

Grandchild: means an Eligible Employee's, or an Eligible Employee's Spouse's or Domestic Partner's, child of the Child.

Grandparent: means an Eligible Employee's, or an Eligible Employee's Spouse's or Domestic Partner's, parent of the Parent.

Harassment: means as the term is used for a safe leave purpose described in ORS 659A.272, means the crime of harassment described in ORS 166.065.

Health Care Provider: means a person who is primarily responsible for providing health care to the Claimant or the Family Member of the Claimant before or during a period of PFML, who is licensed or certified to practice in accordance with the laws of the state or country in which they practice, who is performing within the scope of the person's professional license or certificate, and who is a:

- chiropractic physician, but only to the extent the chiropractic physician provides treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated to exist by X-rays;
- dentist;
- direct entry midwife;
- naturopath;
- nurse practitioner;
- nurse practitioner specializing in nurse-midwifery;
- optometrist;
- physician;
- physician's assistant;
- psychologist;
- registered nurse; or
- regulated social worker.

Health Care Provider also includes a person who is primarily responsible for the treatment of the Claimant or the Family Member of the Claimant solely through spiritual means before or during a period of Family Leave, Medical Leave or Safe Leave, including but not limited to a Christian Science practitioner.

Holiday: means any of the holidays listed in ORS 187.010(1)(b)–(k) and (2), 187.020 and any holiday designated by the Employer, union contract, or otherwise.

Holiday Pay: means any remuneration that the Employer pays an Employee for a Holiday, including, but not limited to, full or partial Paid Time Off or additional pay for work on a holiday.

Intermittent Leave: means PFML taken in separate periods of time due to a single Qualifying Reason, or when PFML is taken for two or more leave types simultaneously for an entire Work Day or Work Week from all employment rather than for one continuous period of time. A Claimant who is taking intermittent leave can perform work for any employer or perform self-employed work on Work Days they are not taking leave. Intermittent leave shall be taken in increments of no less than one Work Day and will be paid in increments that are equivalent to one Work Week.

Medical Leave: means PFML taken by an Eligible Employee that is made necessary by the Eligible Employee's own Serious Health Condition.

Medical Leave Benefits: Wage replacement paid to an Eligible Employee while the Eligible Employee is on Medical Leave under the Plan.

Parent: means (a) the biological, adoptive, step or foster mother or father of the Eligible Employee; (b) a person who was a foster parent of an Eligible Employee when the Eligible Employee was a minor; (c) a person designated as the legal guardian of an Eligible Employee at the time the Eligible Employee was a minor or required a legal guardian; (d) a person with whom an Eligible Employee was or is in a relationship of in loco parentis; or (e) a parent of an Eligible Employee's Spouse or Domestic Partner who meets a description under paragraphs (a) to (d) of this subsection.

Paid Time Off: means compensated time away from work provided by the Employer that the Employee can choose to use for any reason, including, but not limited to, vacation, sickness, and personal time.

PFML: means Family Leave, Medical Leave and/or Safe Leave taken under the Plan.

PFML Benefits: means Family Leave Benefits, Medical Leave Benefits and/or Safe Leave Benefits payable under the Plan.

Physical Assistance: means assistance attending to a Family Member's basic medical, hygienic, safety, or nutritional needs when that Family Member is unable to attend to those needs themselves, or transporting the Family Member to a Health Care Provider when the Family Member is unable to transport themselves.

Pre-Placement Leave: means family leave taken under ORS 657B.010(18)(a)(B) before the actual adoption or foster placement of a child, if leave from work is required for the placement or adoption to proceed. Pre-placement leave may be taken by the prospective foster or adoptive parent in order to:

- (a) Attend counseling sessions;
- (b) Appear in court;
- (c) Consult with an attorney;
- (d) Submit to a physical examination or home study;
- (e) Travel to another state or country to complete an adoption; or
- (f) Perform other actions that the department has determined are necessary for completing the legal process of adoption or foster placement.

Pre-placement leave may only be taken as Intermittent Leave.

Psychological Assistance: means providing comfort, reassurance, counseling, or therapy to a Family Member, or completing administrative tasks for the Family Member, or arranging for changes in the Family Member's care, such as transfer to a nursing home.

Qualifying Reason: Any of the following reasons for which an Eligible Employee is eligible for PFML Benefits:

- to bond with a Child during the First Year;
- to care for a Family Member's Serious Health Condition;
- to address the Eligible Employee's own Serious Health Condition; or
- for purposes of Safe Leave.

Safe Leave: means an Eligible Employee's PFML taken for any purpose described in ORS 659A.272, including leave to:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the Eligible Employee or the Eligible Employee's minor Child or dependent, including preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to Domestic Violence, Harassment, Sexual Assault or Stalking.
- seek medical treatment for or to recover from injuries caused by Domestic Violence or Sexual Assault to or Harassment or Stalking of the Eligible Employee or the Eligible Employee's minor Child or dependent.
- obtain, or to assist a minor Child or dependent in obtaining, counseling from a licensed mental health professional related to an experience of Domestic Violence, Harassment, Sexual Assault, Stalking or bias.
- obtain services from a victim services provider for the Eligible Employee or the Eligible Employee's minor Child or dependent.
- relocate or take steps to secure an existing home to ensure the health and safety of the Eligible Employee or the Eligible Employee's minor Child or dependent.
- Address the consequences of Bias crime.

Safe Leave Benefits: Wage replacement paid to an Eligible Employee while the Eligible Employee is on Safe Leave under the Plan.

Serious Health Condition:

means an illness, injury, impairment, or physical or mental condition of an Eligible Employee or their Family Member that:

- (a) requires inpatient care in a medical care facility such as a hospital, hospice, or residential facility such as a nursing home or inpatient substance abuse treatment center;
- (b) in the medical judgement of the treating Health Care Provider poses an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
- (c) involves a period of incapacity. "Incapacity" means the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days. A period of incapacity includes any subsequent required treatment or recovery period relating to the same condition. The incapacity must involve one of the following:
 - two or more treatments by a Health Care Provider; or
 - one treatment plus a regimen of continuing care.

- (d) requires constant or continuing care, including home care administered by a health care professional.
- (e) involves any period of disability due to pregnancy, childbirth, miscarriage or stillbirth, or period of absence for prenatal care;
- (f) results in a period of incapacity or treatment for a chronic Serious Health Condition that requires periodic visits for treatment by a Health Care Provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as, but not limited to, asthma, diabetes, or epilepsy;
- (g) involves a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The Eligible Employee or the Eligible Employee's Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease;
- (h) involves multiple treatments for restorative surgery or for a condition such as, but not limited to, chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease, that if not treated would likely result in incapacity of more than three calendar days; or
- (i) involves any period of absence from work for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

Sexual Assault: means as described in ORS 659A.272, means any sexual offense described in ORS 163.305 to 163.467, 163.472 or 163.525.

Sibling: means the Eligible Employee's, or the Eligible Employee's Spouse's or Domestic Partner's, sibling or stepsiblings.

Sick Pay: means remuneration paid by the Employer to an Employee for time away from work due to sickness, unless excluded as a fringe benefit under ORS 657.115.

Simultaneous Coverage: An Employee is considered to have simultaneous coverage when the Employee is covered by more than one employer's equivalent Oregon paid family medical leave plan at the same time or is covered by the state plan established under ORS 657B.340 and the Employer's Plan at the same time.

Spouse: means a person to whom an Eligible Employee is legally married.

Stalking: means as described in ORS 659A.272, means:

- (a) The crime of stalking described in ORS 163.732; or
- (b) A situation that results in a victim obtaining a court's Stalking protective order or a temporary court's stalking protective order under ORS 30.866.

Stand-By Pay: means remuneration paid by the Employer to an Employee who is required to be immediately available for work.

State Average Weekly Wage or SAWW: means the amount calculated by the Department as the state average weekly covered wage under ORS 657.150 (4)(e) as determined not more than once per year. The SAWW is:

- (a) set for each fiscal year beginning July 1 and ending June 30 of the following year;
- (b) applied for the calculation of Weekly Benefit Amounts for Benefit Years starting the first full week following July 1; and
- (c) applied for the entire Benefit Year after a new Benefit Year is established, even if the SAWW changes when the new fiscal year begins

Subject Wages: means Wages that are paid and reported for an Employee, or an employee of a tribal government who has elected coverage under ORS 657B.130. Such Wages shall be assigned to the Calendar Quarter in which they are paid to the Employee, in the same manner that Oregon Paid Family and Medical Leave insurance contributions are payable pursuant to ORS 657B.150.

Vacation Pay: means remuneration paid by the Employer to an Employee for time away from work provided by the Employer to an Employee to use for any reason the Employee chooses but does not include leave for sickness, compensatory time, holiday, or other special leave.

Volunteer: means an individual who performs services for a public agency or private non-profit organization for civic, charitable, or humanitarian reasons, without promise, expectations or receipt of compensation for services rendered.

Wages: has the meaning given that term in ORS 657.105 which defines wages for Unemployment Insurance. Wages means all remuneration for Oregon based employment with an employer, including the cash value, of all remuneration paid in any medium other than cash. The noncash remuneration paid for services performed in agricultural labor or domestic service are not considered remuneration or wages.

Wages include, but are not limited to, Oregon employment based:

- Commission or a guaranteed wage;
- Compensatory pay;
- Dismissal or separation allowances;
- Holiday Pay;
- Paid Time Off;
- Sick Pay;
- Stand-By Pay;
- Tips or gratuities;
- Vacation pay;
- Gifts received by an Employee from an employer.
- Bonuses, fees and prizes if paid or given by an employer to an Employee as compensation, reward, or added remuneration for services.
 - Bonuses, fees, and prizes shall be included in the payroll of an employer at the time they are paid to the Employee. A bonus, fee, or prize paid or received during a calendar year shall be wages paid during the calendar year, and the Plan contribution rate for such year shall be applicable to any bonus, fee, or prize constituting wages.
- Dividends paid to a corporate officer or shareholder to the extent that those payments are reasonable compensation for services performed for the corporation.
- Subject to exclusions under ORS 657.115 and 657.125, employer wage continuation provided to an Employee during a disability period, or employer payment to an Employee of all or part of the difference between benefits or compensation received from an insurance carrier or State Accident Insurance Fund and the Employee's regular or usual wage.
- The cash value of all remuneration paid by an employer in any medium other than cash, except for agricultural labor and domestic service, as defined in the wage definition administrative rule, and the specific exemptions enumerated in ORS 657.115 through 657.140.

- Board, lodging, services, facilities or privileges furnished by an employer shall be considered remuneration paid for services performed by an Employee unless it appears that furnishing of the same was not required by the terms of the contract of hire; written or oral, express or implied; and that the value thereof was not a material factor in the determination by either party of the amount of any cash remuneration payable for such services.

Wages do not include:

- Moneys paid to Employees to reimburse them for meal expenses in the event Employees are required to perform work after their regular office hours; and
- Amounts paid to Employees to reimburse them for traveling or other expenses actually incurred by them while performing service for an employer.
- Pension income an Eligible Employee receives or is eligible to receive from employment or former employment with an employer.
- Compensation, reimbursement, fees, lodging, meals or other remuneration paid or provided to an Employee for services performed as a juror are not wages.
- Lump sum or other special payments to compensate an Employee for an accident sustained in the course of employment are not wages.
- Gifts, other than tips or gratuities, received by an Employee during the course of employment from persons other than an employer are not wages.
- Employee benefits paid through a cafeteria plan, as defined in the Internal Revenue Code Section 125, are not wages if listed as excluded in ORS 657.115, even if paid through a payroll deduction.
- PFML Benefits paid under the Plan.

Weekly Benefit Amount: The amount of wage replacement that will be paid to an Eligible Employee for a Work Week while the Eligible Employee is on PFML under the terms of Plan. The amount calculated and in effect on the first day of the Eligible Employee's Claim shall be the weekly benefit amount under the Plan for the duration of the claim.

Work Day: means any day on which an Employee performs any work for the Employer and is an increment of a Work Week. The number of work days in a Work Week is based on the average number of work days worked by an Employee for the Employer. There are a maximum of seven work days in a Work Week. If a work day spans two calendar days, such as a shift beginning on day one at 10 p.m. and ending on the next day at 5 a.m., the work day will count on the calendar day in which the shift began.

Work Week: means seven days beginning on a Sunday at 12:01 a.m. and ending on the following Saturday at midnight. If a Claimant works a variable or irregular schedule, the number of Work Days in a work week is determined by their regular work schedule with the Employer.