

**SYMANTEC CORPORATION**  
**CALIFORNIA VOLUNTARY DISABILITY PLAN**

Effective Date of Plan: January 1, 2011

Amended: July 1, 2014

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**I. COVERAGE**

A. *Eligibility under the Voluntary Plan*

All California employees of the Employer in covered employment as defined in Section 2606 of the California Unemployment Insurance Code are eligible for coverage under the Plan.

B. *Effective Date of Coverage*

Eligible employees whose date of employment is on or before the effective date of the Plan are covered on the effective date unless he or she rejects coverage in writing. Those whose date of employment is after the effective date are covered on their date of employment unless he or she rejects coverage in writing. Any employee who has rejected coverage, or who has withdrawn from the Plan, and who subsequently elects, in writing, to be covered under the Plan, will be covered on the first day of the Calendar Quarter next following the date of such election.

C. *Termination of Disability Coverage*

VP coverage for Disability may be terminated prior to the commencement of a period of disability by any one of the following conditions:

1. At midnight of the date of Termination of employment by termination of the employer-employee relationship, or at midnight of the fifteenth (15th) day following the commencement of a leave of absence without pay or a layoff without pay (a permanent termination of the employment relationship is not a layoff for purposes of this provision regardless of the term used to designate it);

2. On the date he or she ceases to be an eligible employee;
3. On the first day of the Calendar Quarter next following the employee's giving notice, in writing, of his or her intention to withdraw from the Plan; or
4. On the date of termination of the Plan.
5. Termination of approval of the VP by the director of the EDD.
6. Withdrawal of the VP by the Employer or a majority of its employees employed in this state covered by the Plan.
7. Cancellation of the VP by an admitted disability insurer or successor employing unit.

VP coverage for disability shall not be terminated under any of the following conditions:

1. When a VP elects to extend its benefits for a specified longer period than required by law.
2. When a covered employee becomes disabled on the date coverage under the VP would otherwise be terminated.
3. When a covered employee receives "wages," as defined by CUIC sections 926-940, from the VP employer during a leave of absence or layoff. Coverage shall not be terminated until 15 full days after the last day for which wages were paid before the period of disability commences.
4. When a covered employee who is on a leave of absence or layoff without pay becomes disabled within 15 full days following the last day of work and suffers a second or more unrelated disability before he or she recovers from the original condition. Coverage shall not be terminated during the uninterrupted period of disability.
5. When a covered employee is terminated, laid off, or given a leave of absence without pay while receiving "other benefits" such as workers' compensation, (see CUIC section 2629 for a full list), and then suffers a second or more unrelated disability while receiving such "other benefits." Coverage shall not be terminated during the uninterrupted period of disability, regardless of whether VPDI benefits are immediately payable under the VP.

6. When a covered employee becomes disabled after leaving work due to a trade dispute. Coverage shall not be terminated as long as the trade dispute is in active progress.

D. Termination of VPFL Coverage

1. VPFL coverage may be terminated prior to the commencement of a period of family care leave by any one of the following conditions:
  - a. Termination of approval of the VP by the director of the EDD.
  - b. Withdrawal of the VP by the Employer or a majority of its employees employed in this State covered by the Plan.
  - c. Cancellation of the VP by an admitted disability insurer or successor employing unit.
  - d. Withdrawal from the VP by a covered employee.
  - e. Termination of the employer-employee relationship.
  - f. Unpaid leave of absence or layoff if it extends to 15 full days before the period of family care leave commences.

Exception: The VP under which an employee establishes a care recipient period remains liable for all subsequent claims for the same care recipient through the end of the 12-month period.

2. VPFL coverage shall not be terminated under any of the following conditions:
  - a. When a VP elects to extend its benefits for a specified longer period than required by law.
  - b. When a covered employee begins a period of family care leave on the date coverage under the VP would otherwise be terminated.

The VP under which an employee establishes a care recipient period remains liable for all subsequent claims for the same care recipient through the end of the 12-month period.

The VP is not liable for a VPFL claim that was not established before the Termination of the employer-employee relationship.

- c. When a covered employee receives “wages,” as defined by CUIC sections 926-940, from the VP employer during a leave of absence or layoff. Coverage shall not be terminated until 15 full days after the last day for which wages were paid before the period of family care leave commences.

The VP is liable for a VPFL claim if the employee was covered with that plan beginning with the last day worked and for 15 full days after an unpaid leave of absence or layoff. The VP remains liable for all VPFL claims for the same care recipient through the end of the 12-month period, regardless of whether the family care leave is consecutive or intermittent.

The VP is not liable for a VPFL claim that was not established before the 15th full day of an unpaid leave of absence or layoff.

- d. When a covered employee begins a period of family care leave after leaving work due to a trade dispute. Coverage shall not be terminated as long as the trade dispute is in active progress.
- e. When a covered employee becomes disabled due to pregnancy and begins a period of family care leave to bond with that Child. Coverage shall not be terminated at any time during the Disability Benefit Period as defined in CUIC section 3302.1(c).

## II. BENEFITS

### A. Disability Determination

Any employee who sustains a disability which begins while he or she is covered hereunder will, subject to the limitations and provisions hereinafter stated, receive a benefit for the period of such disability. The amount of such benefit will be as set forth below.

- 1) An employee may be considered to have sustained a disability if he or she:

- a. becomes unable to perform his or her regular or customary work by reason of any physical or mental illness or injury, including but not limited to pregnancy, childbirth or related medical conditions; or
- b. has been 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.
- c. Subject to the limitations and provisions hereinafter stated, an employee will be considered to have sustained a disability if he or she, on referral or recommendation by competent medical authority, participates in either (i) an approved residential facility for the treatment of alcohol or drug abuse, or (ii) an approved outpatient program for the treatment of alcohol or drug abuse which requires attendance for a minimum of six (6) hours per day for a minimum of five (5) days per week. The maximum number of Disability Benefit Periods payable under this Plan for outpatient treatment for alcohol or drug abuse will be two (2); thereafter, treatment must be conducted on an inpatient basis in order to qualify for benefits

For residents in approved alcoholic recovery or drug-free residential programs, the Plan will pay for a period not to exceed 30 days or 45 days, respectively. Employees in an approved alcoholic recovery home or drug-free residential facility will receive an additional 60 days or 45 days of benefits, respectively, if the referring Physician certifies to the need for continuing resident service.

- 2. The Disability must be supported by a certificate of a Physician or Practitioner, or if hospitalized under the authority of a county hospital in California or a medical facility of the United States, an authorized medical officer of a United States government hospital or medical facility, or a registrar of a county hospital within the State of California. A midwife, nurse midwife, or nurse practitioner may file a certificate in support of a normal pregnancy or childbirth.

The medical certificate must contain all of the following:

- a. 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.

A certificate need not show actual disability if it states that a claimant, on referral by a Physician, participates as a

resident in either an approved alcoholic recovery program or approved drug-free residential program.

- b. A statement of the medical facts within the Physician's knowledge, based on a physical examination and documented medical history of the claimant by the physician.
- c. The Physician's conclusion as to the claimant's disability.
- d. A statement of the Physician's opinion as to the expected duration of the disability.

A certificate will not be necessary if, in accordance with CUIC section 2708.1, the claimant submits evidence of receipt of temporary disability benefits under a workers' compensation law.

If the claimant adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the Disability may be supported by a certificate from a duly authorized and accredited practitioner of such church, sect, denomination, or organization.

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 plan, only that employment for which the employee has been retrained.

Two 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 will be considered one Disability Benefit Period.

B. VPFL Determination

- 1. A covered employee may be eligible for VPFL benefits if he or she is unable to perform his or her regular or customary work because he or she is providing care to a seriously ill family member or bonding with a new minor child. VPFL for bonding claims is limited to the first year after the birth, adoption, or foster care placement of the child.

- a. Providing Care to a Seriously Ill Family Member

The medical eligibility of the Serious health condition of the Family Member that warrants the care of the employee must be established by a certificate from a Physician or Practitioner. The information provided must be within the Physician's knowledge and must be based on a

physical examination and documented medical history of the family member.

The claim must contain all of the following information:

- 1) Care Provider Certification
  - a) The claimant's legal name, social security number, date of birth, gender, mailing address, last day worked, reason why he or she is no longer working at his or her last job, and occupation.
  - b) The date upon which he or she requests benefits to begin.
  - c) The claimant's relationship to the care recipient.
  - d) The care recipient's legal name.
  - e) A statement attesting to whether any other family member is ready, willing, able, and available to provide care for the same period of time in a day.
- 2) Care Recipient Certification
  - a) The care recipient's legal name, social security number, if issued, (absence of the social security number will not disqualify the claimant), date of birth, gender, and residence address.
  - b) The care recipient's signature authorizing the treating Physician or Practitioner to release the care recipient's protected health information to the employer, the EDD, and the claimant.
- 3) Medical Certification
  - a) The name and date of birth of the care recipient.
  - b) A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or where no diagnosis has been obtained, a detailed statement of symptoms.
  - c) The date, if known, on which the condition of the care recipient commenced.

- d) The probable duration of the care recipient's condition.
- e) An estimate of the amount of time that the care provider is needed to care for the Care Recipient.
- f) A statement that the care recipient's serious health condition warrants the participation of the claimant to provide care for the care recipient. "Warrants the participation of the employee" includes, but is not limited to, providing psychological comfort and arranging "third party" care for the care recipient, as well as directly providing or participating in medical care.
- g) A statement regarding whether disclosure of the physician's or practitioner's certificate would be medically or psychologically detrimental to the care recipient.
- h) The physician's or practitioner's name, address, license number, and signature.

If a family member in good faith adheres to the teachings of a bona fide church, sect, denomination, or organization, and depends entirely upon prayer or spiritual means for healing, the family member's serious health condition may be supported by a certificate from a duly authorized and accredited practitioner of such church, sect, denomination, or organization. Such certificate must contain a certification of the care recipient's serious health condition that warrants the care of the employee and the estimated duration of the serious health condition.

b. Bonding with a New Minor Child

VPFL eligibility for bonding is limited to the first year after the birth, adoption, or foster care placement of the Child.

A covered employee may be eligible for VPFL benefits if he or she files a claim and supporting documentation that provides satisfactory evidence of the birth, adoption, or foster care placement of the Child and that verifies the relationship of the claimant to the child. The supporting documentation must contain the following:

1)The new Child's relationship to the claimant, legal name, date of birth, gender, residence address, and, if available, social security number. Absence of the social security number shall not disqualify the claimant.

2)The date of foster care or adoption placement of the new minor Child with the claimant.

3)The claimant's signature.

4)For maternal, paternal, or registered domestic partners, any of the following documents are acceptable to verify the child's birth:

a)A photocopy of the child's certified birth certificate.

b)A photocopy of the completed hospital or birthing center documents attesting to the birth of the child.

c)A letter from the birthing center's or hospital's Director of Medical Records or his or her designate containing the child's full name, gender, and date of birth, the full name of the mother, full name of the father, if known, or registered domestic partner, and a dated signature of the treating physician, practitioner, midwife, or Director of Medical Records.

d)For paternal non-spouse bonding claims, where the individual is not named on a document listed above, a photocopy of California Department of Child Support Services form Declaration of Paternity, CS-909, revision 5/02 or its subsequent revision.

5)Verification of the adoption of a Child, which includes a photocopy of any of the following documents:

a)Department of Social Services form Notice of Placement, AD 907, revision 6/01, or its subsequent revision.

b)Department of Social Services form Independent Adoption Placement Agreement, AD-924, revision 7/02, or its subsequent revision.

c)A conformed copy of a court order of placement for adoption issued within the United States.

d)The Child's passport clearly showing an Immigration and Naturalization Services (INS) stamp I-551.

e)The Child's adoption certificate from a foreign country's competent local authority with a notarized English translation.

6)Verification of foster care placement, which includes any of the following documents:

a)A photocopy of the Department of Social Services form Approval of Family Caregiver Home, SOC-815, revision 11/02, or its subsequent revision.

b)A statement on letterhead from the county Department of Social Services or equivalent government entity stating all of the following:

(1)The Child's full name, gender, date of birth, and social security number, if issued. (Absence of the social security number shall not disqualify the claimant.)

(2) The resident address where the Child is placed.

(3)The date of foster care placement, including the length of the placement if duration has been established.

(4)The full name(s) of the person(s) with whom the foster care placement is made, including such person's social security account number(s), if available.

(5)The residence address; date of birth; and the social worker's dated signature, typewritten name, and direct telephone number.

C. Amount of Disability Benefit

The weekly benefit payable will be paid 55% of your basic weekly earnings to a weekly maximum as established by the State of California in the year the Disability occurs. The weekly minimum amount is \$50.

For each day of any period of Disability 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.

The maximum benefit payable for a disability during any one Disability Benefit Period will be fifty-two (52) times the weekly benefit. However, if an employee has been referred or recommended by competent medical authority to participate as a resident or as an outpatient in an alcohol or drug abuse treatment facility, the maximum number of days for which benefits are payable for such treatment will be ninety (90).

D. Amount of VPFL Benefit

The VPFL weekly benefit amount will be equal to or greater than the State Plan rate as provided in CUIC Section 2655.

The VPFL weekly benefit amount for bonding claims will be not less than the weekly benefit amount of the VPDI pregnancy claim associated with that child. This rule applies, regardless of the amount or duration paid on the VPDI pregnancy claim or the amount of wages in the base period used to calculate the VPFL weekly benefit amount.

For each day of a period of family care leave that is less than a full week, one-seventh of the weekly benefit amount will be paid.

1) The maximum amount payable during any disability benefit period will be six times the weekly benefit amount, or an amount equal to the total base period wages, whichever is less.

The maximum amount payable on claims transitioning from pregnancy to bonding will be six times the VPDI weekly benefit amount, regardless of the amount or duration paid on the VPDI pregnancy claim or the amount of wages in the base period used to calculate the VPFL weekly benefit amount.

E. Limitations to the Amount of Benefit

Benefits will be limited to the State Plan rate (weekly amount and maximum benefit):

1. for any employee classified as Temporary or Part-Time in accordance with the corporate policy of the Employer;
2. for any Disability or VPFL arising during the extended coverage period following the commencement of a layoff without pay or a leave of absence without pay (except that this limitation will not apply in the case of a temporary shut-down initiated by the Employer);

3. for any work-incurred disability for which the employee is receiving, or claims he or she is entitled to receive, workers' compensation cash payments for temporary or permanent disability indemnity; or
4. for any disability arising during the first ninety (90) days of employment.

F. Disability Waiting Period

For each Disability Benefit Period, the claimant will serve a seven-day, non-payable waiting period. PTO must be used during the seven day waiting period (if an employee does not have 40 hours of accrued PTO, the amount of PTO that has been accrued will be used and the remainder of the 40 hour elimination period will be unpaid). Disability insurance benefits will begin on or by 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.

G. VPFL Waiting Period

1. For each disability benefit period, the claimant will serve a seven-day, non-payable waiting period. PTO must be used during the seven day waiting period (if an employee does not have 40 hours of accrued PTO, the amount of PTO that has been accrued will be used and the remainder of the 40 hour elimination period will be unpaid). VPFL benefits will begin on the later of the following:

- a) The eighth (8th) day of family care leave
- b) If the Employer requires use of earned vacation leave prior to initial receipt of VPFL benefits, the date immediately following the vacation leave, but not later than the 15th day of the claim.

2. Periods of family care leave for the same care recipient within a 12-month period are considered one Disability Benefit Period and, therefore, require only one waiting period.

3. Periods of disability for pregnancy and periods of family care leave for bonding associated with the birth of that child are considered one disability benefit period for the mother and, therefore, require only one waiting period.

Also see Section IIHB., "VPFL Continued and Re-established Claims."

H. VPFL Continued and Re-established Claims

A. VPFL Continued Claims

A VPFL continued claim is a claim for the same care recipient within the same 12-month period, subsequent to the first or re-established claim where there is no interruption of the period for which benefits are claimed. A continued claim does not require a waiting period.

B. VPFL Re-established Claims

A VPFL re-established claim is a claim filed subsequent to a first claim within the same 12-month period. A re-established claim occurs when there is one of the following:

1. An interruption of the period for which benefits are claimed for the same care recipient, for which a new waiting period is not required, or
2. Benefits are claimed for a new care recipient, for which a new waiting period is required.

I. Simultaneous Coverage for Disability Claims

Simultaneous coverage exists when a claimant is covered by and eligible for disability benefits from more than one disability insurance plan, including one or more VPs and SDI.

When benefits are paid under simultaneous coverage, the liable plans equally share the SDI weekly and maximum benefit rate. Additionally, each VP pays the difference between the full SDI rate and the amount of benefit entitlement under that VP. Each VP is counted as one plan. SDI is counted as one plan even if the claimant works for more than one SDI-covered employer.

Example:

The claimant has two employers; one employer has a VP, and the other does not, i.e., the employee is covered by SDI. The claimant is disabled from both jobs and simultaneous coverage is not disputed by either plan.

Employer “A” has a VP that pays 70 percent of net salary, which equals \$700 per week.

Employer “B” is covered by the State Plan, which pays \$500 per week.

Weekly Benefit Amount (WBA) Receives	Simultaneous Coverage Liability	Claimant
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Employer "A" (VP) 70% of net salary = \$700/week  
VP WBA minus State Plan WBA \$700 – \$500 = \$200

plus

½ of State Plan WBA ( $\$500 \div 2$ ) = \$250  
\$450 from VP plus

Employer "B" (SDI) State Plan WBA = \$500      ½ of State Plan WBA  
( $500 \div 2$ ) = \$250      \$250 from State Plan  
Claimant's Total Weekly Benefit      \$700 total

J. Simultaneous Coverage for VPFL Claims

Simultaneous coverage exists when a claimant is covered by and eligible from one or more VPs and SDI at the time he or she establishes a care recipient period. The plan(s) under which the care recipient period is established remain liable for all claims associated with the same care recipient through the end of the 12 month period, regardless of any change in employment. Liability for PFL or VPFL benefits remains with the plan(s) that covered the claimant when the care recipient period was established.

Under simultaneous coverage, each VP is counted as one plan. SDI is counted as one plan, even if the employee works for more than one SDI-covered employer. The plans equally divide the SDI weekly and maximum benefit rates. Additionally, each VP pays the difference, if any, between the full SDI rate and the amount of benefit entitlement under that VP. (See the example above in VI., A. "Simultaneous Coverage for Disability Claims.")

K. Redirection of Benefits

An employee eligible to receive benefits under this Plan may choose to redirect a portion of his or her weekly benefit to cover all or part of the cost of employee-paid benefits. To execute this option, the employee must designate in writing, on a form available from the Employer, the weekly amount to be so redirected. This redirection may be initiated at the time the employee applies for Plan benefits or at any time while receiving Plan benefits. The employee may terminate, or change the terms of, the redirection at any time while receiving Plan benefits.

### III. CONTRIBUTIONS

The specific contribution, if any, required of covered employees will be contained in a statement of coverage provided to each employee. Any required contributions will not exceed the amount authorized by Section 3260 of the California Unemployment Insurance Code.

#### IV. EXCLUSIONS

- A. No disability benefits are payable under the following conditions:
1. No benefits are payable for any disability which is not supported by a certificate from a Physician, stating the medical facts, including secondary diagnoses when applicable, within the Physician's knowledge, a conclusion with respect to the disability of the employee, and an opinion with respect to the probable duration of the disability. The certificate must also contain a diagnosis or 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 be based on a physical examination and a documented medical history.
    - a. For purposes of disability related to normal pregnancy or childbirth, the certificate of a midwife, nurse-midwife or a nurse practitioner, duly licensed under California law and acting within the scope of his or her practice, will be accepted.
    - b. 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 accepted.
    - c. With respect to an employee who is hospitalized in a county hospital in this State, or hospitalized by said county hospital in another hospital, a certificate as to such employee's disability as shown by his or her hospital chart, signed by the registrar of the hospital, will be accepted.
    - d. If, in accordance with Section 2629 of the California Unemployment Insurance Code, an employee is entitled to receive benefits under this Plan, reduced by workers' compensation benefits, it will not be necessary that the employee obtain a certificate of a Physician to receive the reduced amount of benefits for any day, provided the employee submits evidence of receipt of temporary disability benefits under a workers' compensation law for that day.
    - e. If any employee in good faith adheres to the teachings of any bona fide church, sect, denomination, or organization, and 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

claimant, and the estimated duration of such disability, will be accepted.

2. No benefits are payable for any period of disability for which benefits are paid or payable under any unemployment compensation act of the United States or of any state.
3. No benefits are payable for any day for which the employee receives wages or regular wages from his or her employer, except that benefits will be paid for any seven-day week or partial week in an amount not to exceed his or her maximum weekly benefit, or applicable portion thereof, which, together with the wages or regular wages received, does not exceed the wage earned, exclusive of overtime pay, in the last full week of work immediately prior to the commencement of his or her disability.

“Wages” includes paid time off (or any non-specific leave provided by the employer) if it is used for purposes of disability.

Vacation pay is not considered wages for determining eligibility for disability benefits.

4. No benefits are payable for any day of unemployment and disability for which the employee receives, or is entitled to receive, benefits in the form of cash payments under a workers’ compensation or employer liability law of this state or any other state or of the federal government for (i) temporary disability indemnity, (ii) permanent disability indemnity for the same injury or illness, or (iii) a maintenance allowance; except that if the amount of such cash payment for temporary or permanent disability indemnity, or for a maintenance allowance combined with permanent disability indemnity, is less than the amount he or she would otherwise receive as benefits under this Plan, and, in the case of an employee receiving a maintenance allowance, provided he or she has elected to receive the maximum permanent disability indemnity, the employee will be entitled to receive for such day, if otherwise eligible, disability benefits, reduced by the amount of such cash payment.
5. No benefits are payable for any period of disability while an employee is confined by court order or certification as a dipsomaniac, drug addict, or sexual psychopath.
6. No benefits are payable if a determination is made that the employee has willfully, for the purpose of obtaining benefits, either made a false statement or representation, with actual knowledge of the falsity thereof, or withheld a material fact in order to obtain any benefits under this Plan. This exclusion will apply to benefits from the date such determination is made and for not less than seven (7) nor more than thirty-five (35) sub-

sequent days. If there is a recurrence of the same exclusion, subsequent to the initial exclusion during such period, the period excluded will be extended for an additional period not to exceed fifty-six (56) days.

7. No benefits are payable to an individual (i) who is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction under a federal, state or municipal law or ordinance, or (ii) whose disability is caused by, or arises out of, either the commission of a crime resulting in a felony conviction, or the arrest, investigation or prosecution pursuant to such crime.
8. For any days for which the employee is eligible for disability insurance benefits from this or any other state or from the federal government.

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.

A. No VPFL benefits are payable under the following conditions:

1. For any period for which the employee is eligible for unemployment insurance in this or any other state or the federal government.
2. For any days for which the employee receives wages. However, wages plus benefits may be paid in an amount which does not exceed the employee's regular weekly wage, exclusive of overtime, immediately prior to the commencement of the Family care leave.

“Wages” includes paid time off (or any non-specific leave provided by the employer) if it is used for purposes of Family care leave.

The employer may require the employee to take up to two weeks of earned but unused vacation leave prior to the initial receipt of benefits. If so, that portion of the vacation leave that does not exceed one week shall be applied to the waiting period.

3. For any period for which benefits are payable under a workers' compensation or employer liability law of this or any other state, or for the federal government, for temporary disability in an amount equal to or in excess of the VPFL weekly benefit amount for this Plan.

Note: VPFL benefits are payable for any difference between the VPFL weekly benefit amount and the temporary disability weekly benefit amount.

a) An employee may supplement a vocational rehabilitation maintenance allowance with permanent disability advances to receive benefits equal to his or her temporary disability amount. In such cases, VPFL benefits are payable for any difference between the combined total workers' compensation benefit and the VPFL weekly benefit amount.

b) An employee who chooses not to draw available permanent disability advances to supplement vocational rehabilitation maintenance allowance up to the temporary disability rate is not eligible for VPFL benefits.

c) If permanent disability advances are not available, VPFL benefits may be paid for the difference between the maintenance allowance and the VPFL weekly benefit amount.

Note: Permanent disability advances alone (i.e., not paid as a supplement to a maintenance allowance) are not in conflict with VPFL benefits.

4. For any period for which benefits are payable under a disability insurance act of this state or any other state, or any company plan established in lieu of a state plan.
5. 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.

## **V. OTHER REQUIREMENTS**

- A. Security as required by the Employment Development Department will be deposited to secure the operation of the Plan. The amount of the deposit will be determined by the Department and will be deposited with the State Treasurer for the purpose herein specified.
- B. The Employer agrees to furnish to the Employment Development Department the information, reports, and records as are required for the proper administration of the Plan.
- C. The Employer agrees to pay all valid assessments or charges levied by the Employment Development Department in accordance with the California Unemployment Insurance Code.
- D. The Plan will continue in effect for a period of one year from the effective date and continuously thereafter unless thirty (30) days' advance written notice is given to the Employer Development Department by the Employer or a majority of its employees of the termination of the Plan. Termination will be effective only on the anniversary of the effective date of the Plan next following the filing of the notice of termination; except that the Plan may be terminated on the operative date of any law increasing the benefit amounts provided by CUIC Sections 2653,

2655 and 3301, or the operative date of any change in the rate of worker contributions as determined by Section 984, if notice of such termination of the Plan is transmitted to the Employment Development Department not less than thirty (30) days prior to the operative date of such law or change. If the Plan is not terminated on such thirty (30) day notice because of the enactment of a law increasing benefits or because of a change in the rate of worker contributions as determined by Section 984, the Plan will be amended to conform to such increase or change on the operative date of the increase or change.

## **VI. COMPLIANCE**

The Employer hereby guarantees that each employee covered by this Plan will, in all respects, be afforded rights at least equal to those afforded by the State Disability Fund and will receive a weekly rate and maximum amount and duration of benefits at least equal to those which he or she would have received from the State Disability Fund but for coverage by this Plan.

The Employer guarantees that no employee will be excluded or restricted from this Plan due to age, sex, income, or pre-existing health condition.

## **VII. CLAIMS**

Information on reporting a claim may be obtained by contacting the Human Resources Department. After the employee and his or her Physician, or other person authorized to certify the disability or period of Family care leave, have completed and signed the required sections of such forms, they should be mailed to Liberty Mutual, the claims administrator appointed by the Employer. Except for good cause, a claim must be filed within forty-five (45) days following the first compensable day of disability. An extension will be granted for showing of good cause for late filing.

An employee who files a claim will receive a Notice of Computation (DE429D) from the State which shows the minimum amount he or she should be paid. Employees should note the wage quarters used by the State to compute the amount. If an employee was in the military service, received workers' compensation benefits, or did not work because of a trade dispute during his or her base period, he or she may be able to substitute wages paid in prior quarters to make the claim valid or increase the benefit amount. If the claim is invalid because of extended unemployment during his or her base period, the employee may also be able to substitute wages paid in prior quarters to make the claim valid.

Under the provisions of the California Unemployment Insurance Code, the Employer or its authorized administrator will have the right to:

1. require supplemental forms from the Physician or those authorized to certify disabilities as often as deemed necessary, and

2. require that the employee be examined by a Physician chosen by the Employer. This may be done when and as often as may be reasonably required during the period payments may be due under this Plan.

## **VIII. APPEALS**

### **A. Appeal of Denial of VPDI or VPFL Benefits**

An employee who is denied benefits under the terms of this Plan may appeal the denial within 20 days after service of the denial. An employee may also appeal if he or she does not receive notice denying benefits within 30 days after the claim was sent to the VP. In such cases, the employee must file the appeal after 30 days and within 60 days from the date the claim was sent to the VP. In both cases of denial and lack of notice of denial, the employee must send the appeal to the EDD for processing. The EDD, although a party to any appeal, generally does not attend this type of hearing.

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

### **B. Payment of Benefits Pending Appeal**

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

### **C. Disputed Coverage Appeals**

An employee, the EDD, or the VP may appeal a denial of coverage for VPDI or VPFL within 30 days of the date the notice of denial was mailed.

In disputed coverage cases in which a denial of coverage is not furnished, an appeal shall be filed after 25 days and within 55 days from the date the appellant sends a request for payment of benefits to the Department or VP.

If eligible, the employee shall be paid benefits by the plan that initially received the claim, pending disposition of the DC appeal.

## **IX. DEFINITIONS**

- A. “Calendar Quarter” means a period of three (3) consecutive months commencing with the first day of January, April, July or October.
- B. “Care provider” means the family member who is providing the required care or bonding.
- C. “Care recipient” means either the family member as defined in these definitions, who is receiving care for a serious health condition, or the child with whom the claimant is bonding.
- D. “Care recipient period” means all periods of family care leave that an employee takes within a 12-month period to care for the same care recipient.
- E. “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.
- F. “Disability” means a physical or mental illness or injury that renders an employee unable to perform his or her regular or customary work. “Disability” refers to claims for unemployment disability compensation for an employee’s own illness or injury. “Disability” always refers to non-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..

- G. “Disability Benefit Period” for disability purposes means a continuous period of unemployment and disability beginning with the first day with respect to which a covered employee files a valid claim for disability benefits. Two consecutive periods of disability due to the same or related condition and separated by not more than 14 days is considered to be one disability benefit period.

“Disability benefit period,” for purposes of VPFL, means the period of unemployment beginning with the first day an employee establishes a valid claim for VPFL to care for a seriously ill family member, or to bond with a new minor child during the first 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 12-month period will be considered one disability benefit period.

Periods of 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.

- H. “Domestic partner” has the same meaning as defined in Section 297 of the California Family Code.
- I. “Earnings” means basic pay, excluding bonuses, overtime, differentials, and other forms of additional compensation, in effect on the date immediately preceding the commencement of the Disability Benefit Period, plus commissions averaged over the shorter of the twelve (12) calendar months immediately preceding the commencement of the Disability Benefit Period or the duration of employment with the Employer.
- J. “Employer” means Symantec Corporation.
- K. “Family care leave” means either of the following:
  - 1. Leave to bond with a new minor child within the first year of the child’s birth or placement in connection with foster care or adoption.
  - 2. Leave to care for a child, parent, parent-in law, grandparent, grandchild, sibling, spouse, or domestic partner who has a serious health condition.
- L. “Family member” means child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or domestic partner as defined in these definitions.
- M. “Grandchild” means a child of the employee’s child.
- N. “Grandparent” means a parent of the employee’s parent.
- O. “Paid Family Leave” or “PFL” means the program that provides up to six weeks of wage replacement to workers who take time off to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse or registered domestic partner, or to bond with a new child.
- P. “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. This term does not include a parent-in-law.
- Q. “Parent-in-law” means the parent of a spouse or a domestic partner.
- R. “Part-Time” means regularly scheduled to work fewer than thirty (30) hours per week.
- S. “Physician” means any physician, surgeon holding an M.D. or D.O. degree, psychologist, optometrist, dentist, podiatrist, osteopathic and chiropractic practitioner, who is duly licensed by California State law and acting within the scope of his or her practice as defined by California State law. For the purpose of

disability related to normal pregnancy or childbirth, a midwife, nurse-midwife and a nurse practitioner, duly licensed under California law and acting within the scope of his or her practice, are physicians.

- T. “Plan” means this plan which is a Voluntary Plan established pursuant to Part 2 of the California Unemployment Insurance Code relating to unemployment compensation disability benefits.
- U. “Psychologist” means a licensed psychologist, licensed in the state of practice, with a doctorate 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 clinical experience in a recognized health setting, or has met the standards of the National Register of the Health Service Providers in Psychology.
- V. “Practitioner” means a person duly licensed or certified in California acting within the scope of his or her license or certification who is a dentist, podiatrist, or as to normal pregnancy or childbirth, a midwife, nurse midwife, or nurse practitioner.
- W. “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.
- X. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- Y. “Spouse” means a partner to a lawful marriage.
- Z. “State” means the State of California.
- AA. “State Disability Fund” means the fund established pursuant to Part 2 of the California Unemployment Insurance Code.
- AB. “State Plan” means the benefits payable from the State Disability Fund pursuant to Part 2 of the California Unemployment Insurance Code (CUIC).
- AC. “Temporary” means a person hired with the expectation that his or her employment with the Employer will not exceed two (2) weeks.
- AD. “Termination of the employer-employee relationship” means that employment ceases with no mutual expectation or intention to continue the employment relationship. Reasons for termination of the employer-employee relationship include, but are not limited to, separation, dismissal, resignation, and retirement.

- AE. “12-month period” means the 365 consecutive days that begin with the first day an employee first establishes a valid claim for VPFL.
- AF. “Voluntary Plan” means a voluntary plan established pursuant to Part 2 of the California Unemployment Insurance Code.
- AG. “Voluntary Plan Family Leave” or “VPFL” means PFL benefits paid by the voluntary plan.

## **X. Overpayment**

The claimant will be required to repay any overpayment from the Plan to the extent permitted under the CUIIC and the California Code of Regulations. 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 as allowed under the CUIIC and California Code of Regulations.

## **Y. MISCELLANEOUS**

The adoption and maintenance of the Plan will not be considered to be a contract between the Employer and any employee. Therefore, no provision of the Plan will give any employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any employee at any time, irrespective of the effect such discharge may have upon an employee as a participant or prospective participant under the Plan. In addition, no provision of the Plan will be considered to give the Employer the right to require any employee to remain in its employ, or to interfere with any employee’s right to terminate his or her employment at any time.

**SYMANTEC CORPORATION**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SYMANTEC CORPORATION**  
**CALIFORNIA VOLUNTARY DISABILITY PLAN**

Effective Date of Plan: January 1, 2011