

ZOLL Medical Corporation

04-2711626

**COLORADO FAMILY AND MEDICAL LEAVE INSURANCE
SELF-INSURED PRIVATE PLAN FOR COLORADO EMPLOYEES**

Effective July 1, 2025

Expiration December 31, 2031

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Table of Contents

Table of Contents

I. INTRODUCTION	3
II. DEFINITIONS	3
III. CONTRIBUTIONS.....	9
IV. LEAVE REASONS AND DURATION	9
V. INTERACTION WITH OTHER LEAVE LAWS AND COMPANY POLICIES.....	12
VI. AMOUNT OF BENEFITS AND PAYMENT.....	17
VII. APPLYING FOR PLAN BENEFITS	18
VIII. NOTICE OF LEAVE BY A COVERED INDIVIDUAL	19
IX. LEAVE AND EMPLOYMENT PROTECTION.....	21
X. APPEALS.....	22
XI. DISQUALIFICATION FROM BENEFITS AND ERRONEOUS PAYMENTS.....	23
XII. SELF-INSURED PLAN REQUIREMENTS	24

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I. INTRODUCTION

- A. This Plan is effective as of July 1, 2025 and expires December 31, 2031.
- B. This Plan is intended to comply fully and completely with the Colorado Paid Family and Medical Leave Insurance Act (“FAMLI Act”), C.R.S. § 8-13.3-501 *et seq.*, and its implementing Regulations including 7 CCR 1107-5 (collectively, “the Act”), and will be interpreted and applied consistent with the requirements of the Act. If any provision of this Plan conflicts with or violates the Act, the provisions of the Act will control, and this Plan will be interpreted and applied to comply with the Act.
- C. The Division may withdraw approval of this Plan for the reasons provided in C.R.S. § 8-13.3-521(3) and 7 CCR 1107-5.16.
- D. The Benefits under this Plan are available to all Covered Individuals employed by the Company localized in Colorado as defined by the Act. 7 CCR 1107-1.6.
- E. For more information about the Colorado Paid Family and Medical Leave Insurance Act, see the website at [Home | Family and Medical Leave Insurance \(colorado.gov\)](https://colorado.gov).

II. DEFINITIONS

- A. “**Act**” means the Colorado Paid Family and Medical Leave Insurance Act (“FAMLI Act”), C.R.S. § 8-13.3-501 *et seq.*, and its implementing Regulations.
- B. “**Administrator**” or “**Private Plan Administrator**” means Broadspire Services, Inc. (Broadspire) who has been engaged by the Company to administer this Plan and Benefits for Covered Individuals. 7 CCR 1107-5.2.6.
- C. “**Adverse Determination**” means either a complete denial of Benefits, or a determination to award a Covered Individual Benefits in a frequency or duration less than the Covered Individual requested, or a determination to award a wage

replacement amount less than what the Covered Individual believes they are entitled to under the Act. 7 CCR 1107-5.2.4.

- D. **“Application Year”** as used at C.R.S. 8-13.3-505(1), and **“Benefit Year”** as described at C.R.S. § 8-13.3-521(1)(b) are both defined as “Application Year” under C.R.S. § 8-13.3-503(1). The 12-month period is measured forward from the date a claim is filed. Under this “measured forward” method, an employee would be entitled to the leave amounts as described at C.R.S. § 8-13.3-505(1) during the year beginning on the first date a Claimant files for paid family and medical leave, and the next 12-month period would begin the first time the Claimant files for paid family and medical leave after the completion of any 12-month period. Solely for the purpose of determining the Application Year, the date the claim is filed is the Benefit Start Date. 7 CCR 1107-3.2.2.
- E. **“Average Weekly Wage”** means one-thirteenth of the Wages paid during the quarter of the Claimant’s Base Period or Alternative Base Period in which the total Wages were highest. C.R.S. § 8-13.3-503(2).
- F. **“Alternative Base Period,”** as defined in C.R.S. § 8-70-103(1.5), means the last four completed calendar quarters immediately preceding the Benefit Year. C.R.S. § 8-13.3-503(2).
- G. **“Base Period”**, as defined in C.R.S. § 8-70-103(2), means the first four of the last five completed calendar quarters immediately preceding the first day of the Claimant’s Benefit Year. C.R.S. § 8-13.3-503(2).
- H. **“Benefits,”** or **“Plan Benefits,”** means the FAMLII benefits provided under the terms of this Plan. C.R.S. § 8-13.3-503(9).
- I. **“Benefit Start Date”** means the first day the Covered Individual is unable to work for which Benefits are approved. 7 CCR 1107-3.2.3.
- J. **“Benefit Year”** means Application Year. 7 CCR 1107-3.2.4.
- K. **“Business Days”** means Monday, Tuesday, Wednesday, Thursday, and Friday, and excludes any Colorado state holidays, as listed in C.R.S. § 24-11-101. 7 CCR 1107-3.2.5.
- L. **“Calendar Week”** means any period of seven consecutive days. 7 CCR 1107-3.2.6.

- M. **"Claimant"** means a person who has filed a claim for Plan Benefits, regardless of whether the person is a Covered Individual pursuant to C.R.S. § 8-13.3-503(3). 7 CCR 1107-3.2.7.
- N. **"Company"** means ZOLL Medical Corporation.
- O. **"Company-Provided Paid Leave"** means vacation leave, paid sick leave, paid personal leave, and any other Company-paid time off, except that Company-Provided Paid Leave does not include benefits under a short-term disability policy, long-term disability policy, or a Separate Bank of Time off Solely for the Purpose of Paid Family and Medical Leave. 7 CCR 1107-4.2.2.
- P. **"Continuous Leave"** means one non-recurring uninterrupted period of leave. 7 CCR 1107-3.2.8.
- Q. **"Covered Individual"** means any person who earned at least \$2,500 in Wages Subject to Premiums from any single or combination of employers during the person's Base Period or Alternative Base Period and has submitted an application for Plan Benefits. C.R.S. § 8-13.3-503(3). 7 CCR 1107-3.4.3.
- R. **"Days"** means calendar days unless otherwise specified as a business day. 7 CCR 1107-3.2.9.
- S. **"Designated Representative"** means a person legally authorized to make decisions regarding the Plan Benefits on behalf of a Covered Individual, as more thoroughly defined in 7 CCR 1107-3.2.10.
- T. **"Division"** means the Division of Family and Medical Leave Insurance created in C.R.S. § 8-13.3-508. C.R.S. § 8-13.3-503(5).
- U. **"Domestic Violence"** means any conduct that constitutes "domestic violence" as set forth in C.R.S. § 18-6-800.3(1) or C.R.S. § 14-10-124(1.3)(a) or "domestic abuse" as set forth in C.R.S. § 13-14-101(2). C.R.S. § 8-13.3-503(6).
- V. **"Employee"** means any individual performing labor or services for the benefit of the Company, as more thoroughly defined in C.R.S. § 8-13.3-503(7).
- W. **"Equivalent position"** means a position that is nearly identical to the Employee's former position as if the Employee did not receive Plan Benefits. This includes pay, benefits and working conditions, privileges, perks, location, and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority. 7 CCR 1107-7.2.4.

X. **"Family Member"** means:

1. Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the Covered Individual stands "in loco parentis," or a person to whom the Covered Individual stood "in loco parentis" when the person was a minor;
2. A biological, adoptive or foster parent, stepparent or legal guardian of a Covered Individual or Covered Individual's spouse or domestic partner or a person who stood "in loco parentis" when the Covered Individual or Covered Individual's spouse or domestic partner was a minor child;
3. A person to whom the Covered Individual is legally married under the laws of any state, or a domestic partner of a Covered Individual as defined in C.R.S. § 24-50-603(6.5);
4. A grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the Covered Individual or Covered Individual's spouse or domestic partner; or
5. As shown by the Covered Individual, any other individual with whom the Covered Individual has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship, based on the totality of the circumstances surrounding the relationship as more fully set forth in 7 CCR 1107-3.4.6.

C.R.S. § 8-13.3-503(11).

- Y. **"Health Care Benefits"** as used at C.R.S. 8-13.3-509(2) means benefits provided to an Employee by the Company related to the improvement or maintenance of the Employee's health or the Employee's Family Members' health, as further defined in 7 CCR 1107-4.2.3.
- Z. **"In Loco Parentis"** means a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a child and as further defined in 7 CCR 1107-3.2.13.
- AA. **"Intermittent Leave"** means leave taken in separate blocks of time due to a single qualifying reason. *7 CCR 1107-3.2.14.*
- BB. **"Health Care Provider"** as defined by C.R.S. § 8-13.3-503(13) is limited to an individual licensed, certified, or registered under Colorado law to provide medical or emergency services or an individual with a National Provider

Identifier ("NPI") number issued by the National Plan and Provider Enumeration Service ("NPES") who is licensed, certified, or registered to provide medical or emergency services. A health care provider may only certify the need for FMLI leave if such certification is within the diagnostic scope of their licensure, certification, or registration. "Medical or emergency services" means treatment for any physical or mental condition giving rise to a Serious Health Condition. *C.R.S. § 8-13.3-503(13)*.

- CC. **"Premium"** means the money payments required pursuant to C.R.S. § 8-13.3-507 to finance the Plan Benefits and administer the Act. *7 CCR 1107-1.2.6*.
- DD. **"Qualifying Exigency Leave"** means leave based on a need arising out of a Covered Individual's Family Member's active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to, providing for the care or other needs of the military member's child or other Family Member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member. *C.R.S. § 8-13.3-503(16)*.
- EE. **"Reduced Leave Schedule"** means a leave schedule that reduces a Covered Individual's usual number of working hours per workweek, or hours per workday. A Reduced Leave Schedule is a change in the Covered Individual's schedule for a period of time, normally from full-time to part-time. *7 CCR 1107-3.2.15*.
- FF. **"Regular Work Schedule"** means the number of weekly hours an individual works at any job, plus the number of weekly hours for all paid holidays and other paid leave, including paid family and medical leave. If the number of weekly hours cannot be determined, the average number of weekly hours worked over the four weeks prior to the Benefit Start Date may be used. The individual's Regular Work Schedule is calculated for each job individually and then aggregated to determine their aggregate Regular Work Schedule for each week. For the purpose of calculating the individual's Regular Work Schedule, "job" means any arrangement where an individual is paid for their services, including self-employment, gig work, and all employment, regardless of whether it is covered under the Plan. *7 CCR 1107-3.2.16*.
- GG. **"Safe Leave"** means any leave because the Covered Individual or the Covered Individual's Family Member is the victim of domestic violence, the victim of

stalking, or the victim of sexual assault or abuse. Safe Leave applies if the Covered Individual is using the leave from work to protect the Covered Individual or the Covered Individual's Family Member by:

1. Seeking a civil protection order to prevent domestic violence pursuant to C.R.S. §§ 13-14-104.5, 13-14-106, or 13-14-108;
2. Obtaining medical care or mental health counseling or both for him or herself or for his or her children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
3. Making his or her home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or
4. Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime.

C.R.S. § 8-13.3-503(18).

HH. **"Separate Bank of Time Off Solely for The Purpose of Paid Family and Medical Leave"** or **"Separate Bank of Leave"** means time off provided by the Company which may only be used for a purpose listed in C.R.S. § 8-13.3-504(2), including but not limited to, paid parental leave, and paid leave under C.R.S. § 24-34-402.7, and is separate from Company-Provided Paid Leave as defined above. 7 CCR 1107-4.2.5.

II. **"Serious Health Condition"** is an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. *C.R.S. § 8-13.3-503(19).*

JJ. **"Sexual Assault or Abuse"** means any offense as described in C.R.S. § 16-11.7-102(3), or sexual assault, as described in C.R.S. § 18-3-402, committed by any person against another person regardless of the relationship between the actor and the victim. *C.R.S. § 8-13.3-503(20).*

KK. **"Stalking"** means any act as described in C.R.S. § 18-3-602. *C.R.S. § 8-13.3-503(21).*

- LL. **“State Average Weekly Wage”** means the State Average Weekly Wage determined in accordance with C.R.S. § 8-47-106. *C.R.S. § 8-13.3-503(22).*
- MM. **“Wage Replacement Benefit”** means the monetary weekly Plan Benefit amount described in this Plan under the section entitled “AMOUNT OF BENEFITS AND PAYMENT” and at C.R.S. § 8-13.3-506. *7 CCR 1107-3.2.*
- NN. **“Wages”** means “gross wages,” and includes monetary compensation described by C.R.S. § 8-4-101(14)(a), Company-Provided Paid Leave, and leave from a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave as defined in this section, if such leave is paid to the employee by an employer and not by a third party. “Wages” does not include compensation described by C.R.S. § 8-4-101(14)(b), compensation described by C.R.S. § 8-4-103(3), or any non-monetary payment except for the portion of any non-monetary payment used as credit toward the minimum wage pursuant to 7 CCR 1103-1 Sections 6.2.1 and 6.2.2. *7 CCR 1107-1.2.9.*
- OO. **“Wages Subject to Premiums”** as used in C.R.S. 8-13.3-503(3)(a) includes Wages paid to an employee by any employer with an approved private plan, Wages paid to an employee by an employer under the state plan, and Wages earned from either self-employment or local government by individuals who have elected coverage pursuant to C.R.S. 8-13.3-514. *7 CCR 1107-3.2.20.*
- PP. **“Willful” or “Willfully”** means the Company or Covered Individual knew or showed reckless disregard for whether its conduct was prohibited by the FAMLI Act or its implementing regulations. *7 CCR 1107-3.2.21.*

III. CONTRIBUTIONS

The Company may deduct up to 50 percent of the total Premium from an Employee's Wages Subject to Premiums, up to the limit established by the Act. *C.R.S. § 8-13.3-507.* An Employee's share of Premiums will be deducted from each of the Employee's paychecks issued during the Company's coverage under this plan.

IV. LEAVE REASONS AND DURATION

- A. Covered Individuals are eligible to take paid leave under the Act, and to receive Plan Benefits during that leave for up to 12 total weeks for the following reasons:
1. The birth, adoption or placement through foster care, or caring for a new child during the first year after the birth, adoption or placement of that child, as more fully set forth in 7 CCR 1107-3.4.7;

2. Caring for a Family Member with a Serious Health Condition;
3. The Covered Individual's Serious Health Condition;
4. Any Qualifying Exigency Leave;
5. Safe Leave as further clarified in 7 CCR 1107-3.4.8.

C.R.S. §§ 8-13.3-504, 505.

- B. Benefits are payable up to an additional 4 weeks to a Covered Individual with a Serious Health Condition related to pregnancy complications or childbirth complications, but may not exceed 4 weeks per pregnancy. *C.R.S. § 8-13.3-505, 7 CCR 1107-3.4.10.*
- C. Approved leave may be in the form of Continuous Leave, Intermittent Leave, or Reduced Leave Schedule. Prior Company approval is not needed to access continuous leave, reduced leave, or intermittent leave schedules. *7 CCR 1107-3.5.10.*
- D. Benefit awards for approved leave are not impacted by the end of the Covered Individual's Benefit Year that occurs during the approved leave. *7 CCR 1107-3.5.12.*
- E. Plan Benefit weekly usage shall be determined by dividing the number of hours of leave the individual takes per week by their aggregate Regular Work Schedule for that week.
 1. The hours of leave taken for any job cannot exceed the Regular Work Schedule for that job.
 2. If a Covered Individual is unable to provide the Company with the number of scheduled or worked hours for any job during their leave, the Company may, at its discretion and based on previous work schedules or other information available to it, assign a reasonably approximate Regular Work Schedule.
 3. If a Covered Individual's Regular Work Schedule increases or decreases during their leave, the Company shall make any adjustments to benefit awards made necessary by that increase or decrease.
 4. If a Covered Individual's Regular Work Schedule or a job from which they are taking Continuous Leave decreases to zero (e.g. termination,

resignation, suspension of position, scheduled academic break), the Company will not make adjustments to benefit awards based on that decrease.

5. Regular Work Schedule must be calculated as of the first date of leave and, if applicable, upon notification from the Claimant that their Regular Work Schedule has changed.

7 CCR 1107-3.5.3.

- F. Intermittent Leave may be taken in increments of 15 minutes. No minimum accumulation of hours is necessary for Plan Benefits to be payable. *C.R.S. § 8-13.3-505.*
- G. If a Covered Individual is awarded Continuous Leave for an absence caused by a qualifying condition described in the Act, the awarded leave is not impacted by subsequent separation from employment, except when the Covered Individual receives unemployment benefits in accordance with the INTERACTION WITH OTHER LEAVE LAWS AND COMPANY POLICIES section of this Plan or when the Covered Individual is ineligible for Benefits in accordance with the Act, in either which case the Benefits award ends. *7 CCR 1107-3.4.1.A, 7 CCR 1107-4.4.*
- H. If a Covered Individual is awarded Intermittent Leave or Reduced Leave Schedule for an absence caused by a qualifying condition described in this Plan, and subsequently becomes unemployed or changes employers, the awarded leave terminates upon unemployment or the change in employment, and the Covered Individual may apply for Benefits upon reemployment. An individual becomes unemployed within the meaning of this Section if they are terminated, they resign, or no work is available to them due to a cessation in operations, the end of seasonal employment, the end of a temporary work assignment, or any other reason that causes the cessation of available work. *7 CCR 1107-3.4.1.B.*
- I. For purposes of determining the amount of leave used by a Covered Individual, the fact that a holiday may occur within a period of Continuous Leave has no effect; the time is counted as Plan Benefits and the Covered Individual will receive Wage Replacement Benefits for that time. However, if a Covered Individual is using Plan Benefits in the form of Intermittent Leave or Reduced Leave Schedule, the holiday will not count against the Covered Individual's Plan Benefit entitlement and the Covered Individual will not receive Wage Replacement Benefits for the holiday, unless otherwise scheduled and expected to work during the holiday. Similarly, if for some reason the Company's business

activity or the Employee's position have temporarily ceased and the Employee is not expected to report for work for one or more weeks, the days the Company's activities or the Employee's position have ceased do not count against the Employee's Plan Benefit entitlement and the Employee will not receive Wage Replacement Benefits for them, unless they are on Continuous Leave that began before the cessation in operations. 7 CCR 1107-3.4.2.

- J. Pursuant to CRS 8-13.3-503(15), paid family and medical leave is leave taken from employment. If a Claimant is not employed at the outset of their leave, then leave from employment is not possible and Benefits will be denied. 7 CCR 1107-3.4.9, CRS 8-13.3-503(15).
- K. Covered Individuals are not eligible for Benefits for any period in which they are not localized to Colorado pursuant to 7 CCR 1107-1, Section 1.6. 7 CCR 1107-3.4.11.
- L. Paid family and medical leave includes travel time reasonably necessary to satisfy a qualifying leave reason under C.R.S. § 8-13.3-504(2). 7 CCR 1107-3.4.12.
- M. A Claimant is not eligible for Benefits for Continuous leave from the Company during any period for which they have already been awarded Benefits on a separate claim for leave from the Company. 7 CCR 1107-3.5.14.
- N. Family and medical leave approved by the Administrator and taken by the Covered Individual is considered taken as part of the Covered Individual's maximum annual allotment of leave under C.R.S. § 8-13.3-505(1), and protected under C.R.S. § 8-13.3-509 and 7 CCR 1107-7, regardless of the benefit amount the Covered Individual is entitled to pursuant to the Act. 7 CCR 1107-3.5.15.

V. INTERACTION WITH OTHER LEAVE LAWS AND COMPANY POLICIES

- A. This Plan does not diminish the rights, privileges, or remedies of a Covered Individual under a collective bargaining agreement, Company policy, or employment contract; or the Company's obligation to comply with a collective bargaining agreement, Company policy, employment contract, or any law, as applicable, that provides greater leave than provided under this Plan. C.R.S. § 8-13.3-510(2).
- B. The amount and duration of Plan Benefits may be impacted by the receipt of workers' compensation benefits or unemployment insurance benefits, as detailed in 7 CCR 1107-4. 7 CCR 1107-3.5.11, 7 CCR 1107-4.

C. FAMLI Benefits and Workers' Compensation Benefits.

1. If a Covered Individual's absence from work is caused by circumstances that would entitle an individual to temporary total or partial indemnity benefits under the Workers' Compensation Act, C.R.S. 8-40-101 et seq, the Covered Individual is not entitled to Plan Benefits for that absence. *7 CCR 1107-4.3.1.*
2. A Covered Individual applying for Plan Benefits due to their own Serious Health Condition must disclose whether their Serious Health Condition was caused by or otherwise related to a workplace injury or illness. *7 CCR 1107-4.3.2.*
3. If either the Covered Individual or the Health Care Provider completing the "Serious Health Condition Certification - Self Form" indicates that the Covered Individual's Serious Health Condition was caused by or otherwise related to a workplace injury, then the application for Benefits will be denied unless the Covered Individual submits documentation identified in *7 CCR 1107-4.3.4* that they are either ineligible or no longer eligible for temporary total or partial indemnity benefits under the Workers' Compensation Act. *7 CCR 1107-4.3.4.*
4. A Covered Individual must notify the Administrator if they receive any benefits under the Workers' Compensation Act during a period of Plan Benefits and may be required to complete a release for records relating to the workers' compensation illness or injury. *7 CCR 1107-4.3.5.*
5. Temporary total or partial indemnity benefits paid or owed under the Workers' Compensation Act during a period of Plan Benefits in association with the same job will be considered an overpayment of Plan Benefits and subject to recovery by the Administrator or Company. *7 CCR 1107-4.3.6, 7 CCR 1107-4.3.7.*
6. A Covered Individual's failure to disclose to the Administrator either a workplace illness or injury or the receipt of Workers' Compensation Benefits related to an injury that is the basis for receipt of Plan Benefits may constitute grounds for disqualification of Plan Benefits pursuant to C.R.S. 8-13.3-513. *7 CCR 1107-4.3.8.*

D. FAMLI Benefits and Unemployment Insurance Benefits

1. Plan Benefits do not run concurrently with benefits under the Colorado Employment Security Act, C.R.S. 8-70-101 et seq. ("CESA"). 7 CCR 1107-4.4.1.
2. A Covered Individual is not entitled to Plan Benefits for any hours the Covered Individual receives unemployment benefits pursuant to CESA for the same job. 7 CCR 1107-4.4.2.
3. A Covered Individual must notify the Administrator if they apply for or receive any benefits under CESA during a period of Plan Benefits. 7 CCR 1107-4.4.3.
4. Benefits paid under CESA during a period of Plan Benefits leave in association with the same job and same period of leave will be considered an overpayment of Plan Benefits. 7 CCR 1107-4.4.4.
5. A Covered Individual's failure to disclose to the Administrator either the application for or the receipt of benefits under CESA during any period of Plan Benefits may constitute grounds for disqualification of Plan Benefits pursuant to C.R.S. § 8-13.3-513. 7 CCR 1107-4.4.5.

E. FAMLI Benefits and Company-Provided Paid Leave

1. A Covered Individual will not continue to accrue Company-Provided Paid Leave during a period of Plan Benefits. 7 CCR 1107-4.6.1.
2. A Covered Individual cannot be required to use or exhaust any accrued vacation leave, sick leave, or other paid time off prior to or while receiving Plan Benefits. C.R.S. § 8-13.3-510(1)(c).
3. A Covered Individual may elect to use paid sick leave prior to receiving Plan Benefits. 7 CCR 1107-4.5.1.C.
4. Pursuant to a written agreement with the Company, a Covered Individual may use any accrued Company-Provided Paid Leave as a supplement to Plan Benefits in an amount not to exceed the difference between the Covered Individual's Wage Replacement Benefits and the Covered Individual's Average Weekly Wage. If a Covered Individual receives both Plan Benefits and Company-Provided Paid Leave for the same hours absent, any Company-Provided Paid Leave in excess of the difference between the Covered Individual's Wage Replacement Benefits and the

Covered Individual's Average Weekly Wage may be considered an overpayment that the Company may recoup.

7 CCR 1107-4.5.1, 7 CCR 1107-4.5.2, CCR 1107-4.5.3.

5. If there is such an overpayment then:
 - a. The Company may recoup the overpayment by any legal means, including via one or more lawful deductions in accordance with C.R.S. § 8-4-105;
 - b. The Company must replenish the Covered Individual's bank of accrued Company-Provided Paid Leave, including paid sick leave, in an amount equal to the overpayment amount if the employee requests it or if the Company chooses to recoup the overpayment.

7 CCR 1107-4.5.4.

F. FAMLI and Company-provided Health Care Benefits

1. The Company will maintain Health Care Benefits for a Covered Individual during periods of Plan Benefits.
2. The Covered Individual is obligated to pay their share of the cost of Health Care Benefits which the Company may collect via:
 - a. Lawful deductions from Company-Provided Paid Leave used to supplement Plan Benefits;
 - b. Lawful deductions from Wages paid upon the Covered Individual's return to work;
 - c. A repayment plan entered into by the Company and the Covered Individual; or
 - d. Any other legal means.

7 CCR 1107-4.6.2.

G. FAMLI, Short-Term Disability Benefits, Long-Term Disability Benefits, and Benefits from a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave.

1. Plan Benefits will be concurrent with or otherwise coordinated with payment made or leave allowed under the terms of the Company's short-term or long-term disability policies. *C.R.S. § 8-13.3-510(1)(b)*.
2. The Company will provide notice to a Covered Individual that Plan Benefits run concurrent with the Company's short-term and long-term disability policies.
3. The Covered Individual must notify the disability plan administrator of concurrent Plan Benefits received by the Covered Individual. *7 CCR 1107-4.7.2*.
4. The Company will not count either Plan Benefit amount or duration against past or future balances of the short-term or long-term disability policy or any other Separate Bank of Leave.

H. FAMLI Benefits, the FMLA and the Family Care Act

1. Leave taken pursuant to this Plan that also qualifies as leave under the federal Family and Medical Leave Act, 29 U.S.C. § 2601 et. seq., or the Colorado Family Care Act, C.R.S. § 8-13.3-201 et. seq., runs concurrently with leave taken under the federal Family and Medical Leave Act, 29 U.S.C. § 2601 et. seq., or the Colorado Family Care Act, C.R.S. § 8-13.3-201 et. seq. *7 CCR 1107-4.8.1*.

I. Benefit Coordination Between Plans Providing Paid Family and Medical Leave Benefits

1. To allow for continuity of Benefits for individuals covered under FAMLI or a private plan, when an employer changes plans, the previous plan is required to continue paying all approved leave (Continuous, Intermittent and Reduced Leave Schedules) through the duration previously approved or until a recertification is required, after which the Claimant may reapply for benefits with their new plan. However, the previous plan does not have to continue to pay benefits where the provisions of 7 CCR 1107-3, Section 3.4.1 provide for the termination of approved leave. *7 CCR 1107-4.9.1*.
2. If a Covered Individual has multiple jobs and is covered under multiple plans, each plan must calculate Benefits based on leave taken under that plan, but proportionate to the Covered Individual's aggregate Regular Work Schedule pursuant to 7 CCR 1107-3 so that total Benefits do not

exceed the maximum weekly benefit provided by C.R.S. § 8-13.3-506(1)(b), and the total duration does not exceed the number of weeks provided by C.R.S. § 8-13.3-505(1). 7 CCR 1107-4.9.2.

VI. AMOUNT OF BENEFITS AND PAYMENT

- A. The Covered Individual shall receive their weekly benefit amount multiplied by their FAMLI weekly usage for each week of leave, subject to limitations of the Act. 7 CCR 1107-3.5.2.
- B. If Administrator does not have verified Wages from other employers, the Administrator may determine a Covered Individual's wage replacement amount based on the Covered Individual's Wages from the Company, but the Covered Individual may appeal the Benefit decision to provide accurate wage information for their other employment. 7 CCR 1107-5.3.5.
- C. The Company will make the first payment of Plan Benefits to a Covered Individual within two weeks after the claim is filed, and subsequent payments will be made at least every two weeks thereafter. C.R.S. § 8-13.3-505(2).
- D. An application for Plan Benefits will not be considered "filed" until all required information and documentation has been received by the Administrator, and the Administrator has been notified that the paid family and medical leave has begun. 7 CCR 1107-3.6.9.B.
- E. The Weekly Benefit Amount of family and medical leave insurance Benefits is determined as follows:
 - 1. Beginning January 1, 2025, the maximum Weekly Benefit Amount is 90 percent of the State Average Weekly Wage. C.R.S. § 8-13.3-506, 7 CCR 1107-5.11.
 - 2. The portion of the Covered Individual's Average Weekly Wage that is equal to or less than 50 percent of the State Average Weekly Wage will be replaced at a rate of 90 percent; and
 - 3. The portion of the Covered Individual's Average Weekly Wage that is more than 50 percent of the State Average Weekly Wage will be replaced at a rate of 50 percent. C.R.S. § 8-13.3-506, 7 CCR 1107-5.11.

- F. Benefits under the Plan are based on the Covered Individual's Average Weekly Wage calculated in accordance with C.R.S. §§ 8-13.3-503(2) and 506(2) based on Wages Subject to Premiums. Wages from a current job will be excluded from the Average Weekly Wage calculation only if the Covered Individual is not taking any paid family and medical leave from that job as of the Benefit Start Date. *7 CCR 1107-3.5.1.*
- G. The Plan Administrator will recalculate Plan Benefits for in-progress awards of Plan Benefits if the state Average Weekly Wage changes, a change in Regular Work Schedule triggers a recalculation, or the outcome of an appeal results in a change in awarded Benefits. The Plan Administrator will notify the Covered Individual and will adjust future payments accordingly if the recalculation increases or decreases the Wage Replacement Benefit amount. *7 CCR 1107-3.5.6.*
- H. If some or all awarded leave is for a duration of less than a week, the benefit amount will be prorated based on the portion of work missed for the week.
- I. No minimum accumulation of hours is necessary for Plan Benefits to be payable. *C.R.S. 8-13.3-505(3), 7 CCR 1107-3.5.5.*
- J. A Claimant is not eligible for Benefits for Continuous Leave from the Company during any period for which they have already been awarded Benefits on a separate claim for leave from the Company. *7 CCR 1107-3.5.14.*

VII. APPLYING FOR PLAN BENEFITS

- A. To request Plan Benefits, the Covered Individual or the Covered Individual's Designated Representative may apply for Benefits with the Administrator up to 30 days prior to the requested Plan Benefit Start Date. *7 CCR 1107-3.6.*
- B. The Covered Individual must provide verification, certifications, and other documentation required by the Act to support the requested leave. The Administrator will provide application forms and will follow the requirements and procedures in compliance with the Act. *7 CCR 1107-5.3.1.*
- C. Applications may be submitted up to 30 days after the leave has begun. If the Administrator receives an application after 30 days, but before 90 days, the Administrator will consider the application if it includes evidence establishing

good cause for the Covered Individual's failure to submit the application within 30 days prior to the requested Benefit Start Date. *7 CCR 1107-3.6.5.*

- D. The Administrator will promptly examine each application for Plan Benefits, and, based upon the facts and information available, approve or deny the Application. The Administrator will provide all approvals or denials of Plan Benefits in writing to the Covered Individual and will include information on how the Claimant can appeal the outcome. If the outcome is a denial of Benefits, the notice to the Claimant will explain the reason for the Benefits denial and will identify information or documentation necessary to perfect their claim for Benefits. Plan Benefits will not be paid until an application is approved. *7 CCR 1107-3.9.2.*
- E. The Administrator may at any time determine that it needs more information or documentation to adjudicate a claim, thereby rendering the claim not properly filed. The two-week (14-day) deadline described in C.R.S. § 8-13.3-505(2) does not begin until the Claimant has responded to all requests for information and documentation, and the Administrator has been notified that the Paid Family and Medical Leave has begun. If a Claimant has responded to all requests for information and documentation, it is presumed that the Claimant has provided all necessary information and documentation to adjudicate the claim unless the Administrator requests additional information or documentation. *7 CCR 1107-3.6.9.E.*
- F. If a Covered Individual has not provided all information requested by the Administrator or required by the Act within 60 days after the application is submitted to the Administrator, the application will be closed and the Administrator will take no further action on it, absent a finding of good cause based on evidence submitted by the Covered Individual. The Administrator will notify the Covered Individual prior to any such closure and will describe the Covered Individual's opportunity to establish good cause to keep the application open. *7 CCR 1107-3.6.9.C.*

VIII. NOTICE OF LEAVE BY A COVERED INDIVIDUAL

- A. If the need for leave is foreseeable, a Covered Individual must make a reasonable effort to schedule Plan Benefit leave so as not to unduly disrupt the operations of the Company. If a Covered Individual does not do so, the Company may initiate discussions with the Covered Individual and require the Covered Individual to attempt to make such arrangements, subject, where applicable, to

the approval of the Health Care Provider. An undue disruption requires significant difficulty or expense in relation to the resources and specific circumstances of the Company. *C.R.S. § 8-13.3-505(4), 7 CCR 1107-3.8.2.*

- B. A Covered Individual must give the Company and Administrator not less than 30 calendar days' notice of the anticipated start date of Plan Benefits. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the notice must be provided as soon as practicable. As soon as practicable means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. When a Covered Individual becomes aware of the need for leave less than 30 days in advance, it should be practicable for the individual to provide notice of the need for leave either the same day or the next business day. In all cases, however, the determination of when a Covered Individual could practicably provide notice must take into account the individual facts and circumstances. *C.R.S. § 8-13.3-505(5), 7 CCR 1107-3.8.3.*
- C. A Covered Individual's failure to schedule leave in accordance with C.R.S. § 8-13.3-505(4) or properly notify the Company or other employers of the need for leave in accordance with C.R.S. § 8-13.3-505(5) does not change the Plan Administrator's obligations to pay Benefits on an approved claim within two weeks after the claim is filed under C.R.S. § 8-13.3-505(2) and 7 CCR 1107-3. 7 CCR 1107-3.8.4.
- D. For a Covered Individual on Intermittent Leave, scheduling and notice requirements apply to each absence. *7 CCR 1107-3.8.1.*
- E. The notice must provide the anticipated start time, anticipated duration, and where applicable, anticipated frequency of leave, including the duration of each episode of Intermittent Leave. *7 CCR 1107-3.8.6.*
- F. The notice to the Company and the Administrator must be in the same manner as the Company typically requires a Covered Individual to communicate work availability, and absent unusual circumstances, must comply with the Company's usual and customary notice and procedural requirements for leave. *7 CCR 1107-3.8.7.*
- G. Consistent with the timeframes set forth in C.R.S. § 8-13.3-505(5), a Claimant must notify the Company whether they will take Continuous Leave, Intermittent Leave, and/or a Reduced Leave Schedule. Notification need not use the terms

continuous leave, intermittent leave, or reduced leave schedule, but must reasonably implicate the type of leave they are taking. Consistent with the timeframes set forth in C.R.S. § 8-13.3-505(5), a Claimant must also give the Company reasonable details about their work and leave schedule. *7 CCR 1107-3.8.11.*

- H. A Claimant must take reasonable steps to notify the Company in advance of any change in their planned work and leave schedule, which includes following Company policies to request or change leave, unless those policies are contrary to rights, benefits, or protections afforded to the Claimant under the Act. *7 CCR 1107-3.8.12.*
- I. A Covered Individual who takes leave for a qualifying reason must comply with the Company's established attendance and call-in procedures applicable to the Covered Individual's position with the Company for each absence.
- J. A Covered Individual must provide notice to the Administrator within 10 days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave. *7 CCR 1107-3.10.1.*
- K. If a Covered Individual receives a Reduced Leave Schedule or Intermittent Leave, the Covered Individual must submit documentation sufficient to recertify their need for leave every six months, or as requested by the Administrator for claim management purposes. If a Covered Individual fails to recertify, the approval for the leave will expire. *7 CCR 1107-3.10.4.*
- L. Any of the notices required by this section may be given by a Covered Individual's Designated Representative.
- M. The failure to provide the required notices shall not result in a denial of Plan Benefits. However, the failure to comply with the Company's absence reporting requirements may result in discipline. *7 CCR 1107-3.8.5.*

IX. LEAVE AND EMPLOYMENT PROTECTION

- A. Any Covered Individual who has been employed with the Company for at least 180 days prior to the commencement of the Covered Individual's Plan Benefits will be entitled, upon return from leave, to be restored by the Company to the position held when the leave commenced, or to be restored to an Equivalent

Position with equivalent employment benefits, pay and other terms and conditions of employment. A Covered Individual is not entitled to:

1. The accrual of any seniority or employment benefits during any period of leave; or
 2. Any right, benefit, or position of employment the Covered Individual would not have been entitled to had the Covered Individual not taken the leave. *C.R.S. § 8-13.3-509(1)*.
- B. An aggrieved individual under this section may bring a civil action in a court of competent jurisdiction. *C.R.S. 8-13.3-509(6)*.

X. APPEALS

- A. A Claimant may appeal the following events:
1. the Administrator's failure to issue a decision on the Covered Individual's application for Plan Benefits within 2 weeks of receiving a completed application;
 2. an Adverse Determination of a claim for Plan Benefits;
 3. the failure to pay the full claim approved;
 4. the closure of a claim based on the determination that the claim was not properly filed;
 5. a disqualification from Plan Benefits; or
 6. the identification and/or collection of an overpayment.
- B. Appeals may be filed with the Plan Administrator or the Division. Covered Individuals are encouraged to file a first appeal with the Plan as the most efficient means of correcting administrative errors.
- C. If an appeal is filed with the Administrator, the appeal must be submitted in writing to Broadspire at the address below. The Covered Individual is encouraged to use the form provided by the Administrator.

Broadspire Services, Inc.
PO Box 14773
Lexington, KY 40512

BroadspireDisability@choosebroadspire.com

- D. Appeals to the Administrator must be filed within 14 Calendar Days of the Covered Individual's receipt of notice of an appealable event.
- E. Appeals must specifically identify the event being appealed, the date of that event, and a summary of the basis for the appeal.
- F. Covered Individuals may appeal the decision of the Administrator to the Division or may submit an initial appeal directly to the Division using the Division's "Appeal Request Form" which must be submitted to the Division within 49 days of the Administrator issuing its claim decision or decision on appeal. Information regarding how to file an appeal with the Division can be found on the FAMLII [website](#).

C.R.S. § 8-13.3-512, 7 CCR 1107-5.19, 7 CCR 1107-9.

XI. DISQUALIFICATION FROM BENEFITS AND ERRONEOUS PAYMENTS.

- A. A Covered Individual that Willfully makes a false statement or misrepresentation regarding a material fact in order to obtain Plan Benefits or has Willfully failed to report a material fact in order to obtain Plan Benefits, will be disqualified from FAMLII Benefits for one year after the effective date of the disqualification and the Company may seek repayment of Plan Benefits paid.
- B. Disqualification decisions will be based on the Company's and Administrator's good faith conclusion that the Covered Individual Willfully made a false statement or misrepresentation regarding a material fact, or Willfully failed to report a material fact, to obtain Plan Benefits.
- C. If an Employee is disqualified from Plan Benefits, the Employee's share of Premiums will still be deducted from the Employee's paycheck each pay period.
- D. If Plan Benefits are paid erroneously or as a result of a Willful misrepresentation, or if a claim for Plan Benefits is rejected after Benefits are paid, the Administrator may seek repayment of Benefits from the Covered Individual by any means lawful under Colorado and federal law, or pursuant to agreement between the Company and the Covered Individual.

C.R.S. § 8-13.3-513; 7 CCR 1107-3.13, 7 CCR 1107-6.5.

XII. SELF-INSURED PLAN REQUIREMENTS

- A. The Company covered by this Plan must establish and maintain a separate account for localized Colorado Employees: (1) into which all localized Employee contributions are deposited and kept; and (2) from which all Benefits from localized Employees must be paid, and from which private plan administrative costs may be paid. The Company may not withdraw from the account except to pay Benefits and private plan administrative costs. Upon any voluntary or involuntary termination of a self-insured plan, the Company must remit the remaining balance of the account to the Division. *7 CCR 1107-5.3.6.*
- B. The Company or Plan Administrator must make reasonable effort to make forms and communications under this Plan available in an individual's primary language. *7 CCR 1107-5.3.13.*
- C. If the Administrator fails to pay Benefits awarded and private plan approval is withdrawn pursuant to 7 CCR 1107-5.16, the Division shall execute upon the surety bond and use the proceeds and the remaining funds in the separate account established pursuant to 7 CCR 1107-5.3.6 to pay Benefits due for claims arising prior to the date of termination. *7 CCR 1107-5.4.8.B.*
- D. If the Administrator fails to pay Benefits as required or if the surety bond and remaining funds are insufficient to pay the Benefits under 7 CCR 1107-5.4.8.B., those claims shall be paid by the Division. The Company is indebted to the Division for such amounts, and the Division may pursue all legal means to collect such amounts from the Company. *7 CCR 1107-5.4.8.C.*

END OF PLAN

**Addendum to the
Colorado Family and Medical Leave Insurance
Self-Insured Private Plan for Colorado Employees
Effective January 1, 2026
Amendment Number: 20260101**

This amendment modifies the ZOLL Medical Corporation Colorado FAMLI Self-Insured Private Plan (“Plan”) dated January 1, 2024. All changes listed below supersede any conflicting language in the Plan. This Amendment incorporates the following revisions identified through the redlined changes provided by the Company. All other terms of the Plan remain in full force and effect.

Amendment 1

In Section II., Definitions, the definitions for “Care”, “Good Cause”, “Neonatal Intensive Care Unit”, “Neonatal Care Leave” have been inserted, listed alphabetically, and numbered accordingly as follows:

- M. **“Care”** for a family member includes assistance for basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort.
- Z. **“Good cause”** means that a reasonably prudent individual under the same or similar circumstances would have been prevented from complying with deadlines established by the FAMLI Act and its implementing regulations. In determining whether Good Cause exists, all relevant factors may be considered, as further defined in 7 CCR 1107-3.2.11.
- EE. **“Neonatal Intensive Care Unit”** means a hospital-based unit designated by the inpatient facility as a Neonatal Intensive Care Unit and equipped to provide continuous, specialized medical care for critically ill or medically fragile infants. This definition excludes well-baby nurseries, pediatric intensive care units (PICUs), and any other inpatient setting not classified explicitly by the treating facility as a Neonatal Intensive Care Unit, except that this definition does include other intensive care units into which the infant was transferred directly after birth or from the unit classified as a neonatal intensive care unit if the transfer was due to an escalation in the infant’s medical needs. 7 CCR 1107-3.2.16.
- FF. **“Neonatal Care Leave”** means a separate and distinct leave entitlement under C.R.S. § 8-13.3505(1)(b) that provides up to twelve (12) additional weeks of paid family and medical leave benefits to a covered individual who is providing care for their infant receiving inpatient treatment in a Neonatal Intensive Care Unit. The leave is available only for the duration that the infant remains admitted to a Neonatal Intensive Care Unit. The leave is available for qualifying absences from

work on or after January 1, 2026, and neither the fact that an infant was receiving inpatient treatment in a Neonatal Intensive Care Unit prior to that date, nor the fact that a covered individual took FAMLI leave to care for that infant prior to that date, precludes an award of Neonatal Care Leave. 7 CCR 1107-3.2.17.

Amendment 2

Section II., Definitions, was revised to incorporate changes to the Act effective 1/1/2026 to the definitions of “Reduced Leave Schedule”, “Wages”, and “Wages Subject to Premiums” as follows:

- II. **“Reduced Leave Schedule”** means a fixed and specific leave schedule that reduces a Covered Individual’s usual number of working hours per workweek, or hours per workday. A Reduced Leave Schedule is a fixed and specific change in the Covered Individual’s schedule for a period of time, normally from full-time to part-time. 7 CCR 1107-3.2.18.
- RR. **“Wages”** means “gross wages,” and includes monetary compensation described by C.R.S § 8-4-101(14)(a), Company-Provided Paid Leave, and leave from a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave as defined in this section, if such leave is paid to the Employee by an employer and not by a third party. “Wages” does not include compensation described by C.R.S. § 8-4-101(14)(b), compensation described by C.R.S. § 8-4-103(3), or any non-monetary payment except for the portion of any non-monetary payment used as credit toward the minimum wage pursuant to 7 CCR 1103-1 Sections 6.2.1 and 6.2.2. 7 CCR 1107-1.2.9. Wages are “earned” pursuant to C.R.S § 8-13.3-503(3)(a)(I) on the date that they are paid or payable to the Employee.
- SS. **“Wages Subject to Premiums”** as used in C.R.S. 8-13.3-503(3)(a) includes Wages paid to an Employee by any employer with an approved private plan, Wages paid to an Employee by an employer under the state plan, and Wages paid from either self-employment or local government to individuals who have elected coverage pursuant to C.R.S. 8-13.3-514. 7 CCR 1107-3.2.23.

Amendment 3

Section IV., Leave Reasons and Duration, was revised to include Neonatal care leave entitlement that is distinct from the other types of paid leave available under the Act and describe how it may be utilized. An additional section was added to clarify that a claimant can end a continuous leave claim and start a new claim for a different qualifying reason, even if they also still have a qualifying reason for the continuous leave claim they ended.

- A. Covered Individuals are eligible to take paid leave under the Act, and to receive Plan Benefits during that leave for up to 12 total weeks for the following reasons:

1. The birth, adoption or placement through foster care, or caring for a new child during the first year after the birth, adoption or placement of that child, as more fully set forth in 7 CCR 1107-3.4.8;
2. Caring for a Family Member with a Serious Health Condition;
3. The Covered Individual's Serious Health Condition;
4. Any Qualifying Exigency Leave;
5. Safe Leave as further clarified in 7 CCR 1107-3.4.9.

C.R.S. §§ 8-13.3-504, 505.

- B. Benefits are payable up to an additional 4 weeks to a Covered Individual with a Serious Health Condition related to pregnancy complications or childbirth complications, but may not exceed 4 weeks per pregnancy. *C.R.S. § 8-13.3-505, 7 CCR 1107-3.4.12.*
- C. Neonatal Care Leave is available for up to 12 weeks per infant and is distinct from Care for a new child described under Section IV.A.1 above. This leave does not reduce or limit the Claimant's entitlement to other types of paid leave under the FMLI Act. A Covered Individual taking Neonatal Care Leave may miss a whole day of work for any day the infant is in the Neonatal Intensive Care Unit, regardless of how much time the infant was in the Neonatal Intensive Care Unit that day. *7 CCR 1107-3.4.10.*
- D. Approved leave may be in the form of Continuous Leave, Intermittent Leave, or Reduced Leave Schedule, except that Neonatal Care Leave may be used flexibly and in accordance with the daily and weekly needs of the Covered Individual as further described in 7 CCR 1107-3.4. Prior Company approval is not needed to access any particular form of leave. *7 CCR 1107-3.5.10.*
- E. A Claimant is not eligible for paid family and medical leave benefits for Continuous Leave from an employer during any period for which they have already been awarded benefits on a separate claim for leave from that same employer. However, a Claimant may end a Continuous Leave claim for one qualifying reason early and begin any type of claim for another qualifying reason, regardless of whether they remain eligible for leave for the initial qualifying reason. *7 CCR 1107-3.5.14.*
- F. Benefit awards for approved leave are not impacted by the end of the Covered Individual's Benefit Year that occurs during the approved leave. *7 CCR 1107-3.5.12.*

- G. Plan Benefit weekly usage shall be determined by dividing the number of hours of leave the individual takes per week by their aggregate Regular Work Schedule for that week.
1. The hours of leave taken for any job cannot exceed the Regular Work Schedule for that job.
 2. If a Covered Individual is unable to provide the Company with the number of scheduled or worked hours for any job during their leave, the Company may, at its discretion and based on previous work schedules or other information available to it, assign a reasonably approximate Regular Work Schedule.
 3. If a Covered Individual's Regular Work Schedule increases or decreases during their leave, the Company shall make any adjustments to benefit awards made necessary by that increase or decrease.
 4. If a Covered Individual's Regular Work Schedule or a job from which they are taking Continuous Leave decreases to zero (e.g. termination, resignation, suspension of position, scheduled academic break), the Company will not make adjustments to benefit awards based on that decrease.
 5. Regular Work Schedule must be calculated as of the first date of leave and, if applicable, upon notification from the Claimant that their Regular Work Schedule has changed.

7 CCR 1107-3.5.3.

- H. Intermittent Leave may be taken in increments of 15 minutes. No minimum accumulation of hours is necessary for Plan Benefits to be payable. *C.R.S. § 8-13.3-505.*
- I. If a Covered Individual is awarded Continuous Leave or any Neonatal Care Leave for an absence caused by a qualifying condition described in the Act, the awarded leave is not impacted by subsequent separation from employment, except when the Covered Individual receives unemployment benefits in accordance with the INTERACTION WITH OTHER LEAVE LAWS AND COMPANY POLICIES section of this Plan or when the Covered Individual is ineligible for Benefits in accordance with the Act, in either which case the Benefits award ends. *7 CCR 1107-3.4.1.A, 7 CCR 1107-4.4.*
- J. If a Covered Individual is awarded Intermittent Leave or Reduced Leave Schedule for an absence caused by a qualifying condition described in this Plan other than Neonatal Care Leave, and subsequently becomes unemployed or changes employers, the awarded leave terminates upon unemployment or the change in

employment, and the Covered Individual may apply for Benefits upon reemployment. An individual becomes unemployed within the meaning of this Section if they are terminated, they resign, or no work is available to them due to a cessation in operations, the end of seasonal employment, the end of a temporary work assignment, or any other reason that causes the cessation of available work. *7 CCR 1107-3.4.1.B.*

- K. For purposes of determining the amount of leave used by a Covered Individual, the fact that a holiday may occur within a period of Continuous Leave has no effect; the time is counted as Plan Benefits and the Covered Individual will receive Wage Replacement Benefits for that time. However, if a Covered Individual is using Plan Benefits in the form of Intermittent Leave or Reduced Leave Schedule, the holiday will not count against the Covered Individual's Plan Benefit entitlement and the Covered Individual will not receive Wage Replacement Benefits for the holiday, unless otherwise scheduled and expected to work during the holiday. Similarly, if for some reason the Company's business activity or the Employee's position have temporarily ceased and the Employee is not expected to report for work for one or more weeks, the days the Company's activities or the Employee's position have ceased do not count against the Employee's Plan Benefit entitlement and the Employee will not receive Wage Replacement Benefits for them, unless they are on Continuous Leave that began before the cessation in operations. *7 CCR 1107-3.4.2.*
- L. Pursuant to CRS 8-13.3-503(15), paid family and medical leave is leave taken from employment. If a Claimant is not employed at the outset of their leave, then leave from employment is not possible and Benefits will be denied. *7 CCR 1107-3.4.9, CRS 8-13.3-503(15).*
- M. Covered Individuals are not eligible for Benefits for any period in which they are not localized to Colorado pursuant to 7 CCR 1107-1, Section 1.6. *7 CCR 1107-3.4.11.*
- N. Paid family and medical leave includes travel time reasonably necessary to satisfy a qualifying leave reason under C.R.S. § 8-13.3-504(2). *7 CCR 1107-3.4.12.*
- O. A Claimant is not eligible for Benefits for Continuous leave from the Company during any period for which they have already been awarded Benefits on a separate claim for leave from the Company. *7 CCR 1107-3.5.14.*
- P. Family and medical leave approved by the Administrator and taken by the Covered Individual is considered taken as part of the Covered Individual's maximum annual allotment of leave under C.R.S. § 8-13.3-505(1), and protected under C.R.S. § 8-13.3-509 and 7 CCR 1107-7, regardless of the benefit amount the Covered Individual is entitled to pursuant to the Act. *7 CCR 1107-3.5.15.*

Amendment 4

Section V., Interaction with Other Leave Laws and Company Policies, was revised to add new Paragraph C., and revise paragraph G (now numbered paragraph H) to explain that the Company can require an Employee to use available FAMLI leave before they access benefits the employer isn't legally obligated to provide. It also clarifies that any requirement must be within the terms of the Company's benefit policy to be effective as follows:

- C. The Company may require an Employee to exhaust any available Plan Benefits as a condition to access short-term disability benefits, long-term disability benefits, or any other Separate Bank of Leave for Purposes of Family and Medical Leave. This shall be governed by the terms of that benefit policy. However, the Company cannot require the Employee to exhaust available Plan Benefits or begin Plan Benefits as a condition to access leave that it is otherwise required to provide, such as leave under the FMLA, sick leave mandated by the Colorado Healthy Families and Workplaces Act, or any other leave that the Employee is entitled to under the terms of its policy. 7 CCR 1107-4.2.7.
1. **FAMLI, Short-Term Disability Benefits, Long-Term Disability Benefits, and Benefits from a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave.** Plan Benefits will be concurrent with or otherwise coordinated with payment made or leave allowed under the terms of the Company's short-term or long-term disability policies or Paid Parental Leave Program. C.R.S. § 8-13.3-510(1)(b).
 2. The Company may require an Employee to exhaust any available Plan Benefits as a condition to access short-term disability benefits, long-term disability benefits, or any other Separate Bank of Leave for the purpose of family and medical leave. Whether the Company does require any such exhaustion is governed by the terms of the benefits policy. However, the Company cannot require the Employee to exhaust available Plan Benefits or begin Plan Benefits as a condition to access leave that it is otherwise required to provide, like leave under the federal "Family and Medical Leave Act," paid sick leave mandated by the Colorado Healthy Families and Workplaces Act, or any other leave to which the Employee is entitled under the terms of its policy. 7 CCR. 1107-4.2.7.
 3. If the Company and the Employee mutually agree that the Employee may use short-term disability benefits, long-term disability benefits, and benefits from a separate bank of time off solely for the purpose of paid family and medical leave as a supplement to family and medical leave insurance benefits, the same rights and requirements described in 7 CCR 1107-4.5 shall apply. 7 CCR 1107-4.7.3.
 4. No individual is required to apply for or exhaust short-term disability benefits, long-term disability benefits, or benefits from a Separate Bank

of Time Off Solely for the Purpose of Paid Family and Medical Leave as a condition to access Plan Benefits. Any action by an employer, insurer, or leave administrator requiring behavior contrary to 7 CCR 1107-4.7.4 is a violation of the Act and constitutes unlawful interference.

5. The Company will provide notice to a Covered Individual that Plan Benefits run concurrently with the Company's short-term and long-term disability policies and Paid Parental Leave Program
6. The Company must notify the disability plan administrator of concurrent Plan Benefits received by the Covered Individual. 7 CCR 1107-4.7.2.
7. The Company will not count either Plan Benefit amount or duration against past or future balances of the short-term or long-term disability policy or any other Separate Bank of Leave.
8. If the Company and the Employee mutually agree that the Employee may use short-term disability benefits, long-term disability benefits, and benefits from a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave as a supplement to Plan Benefits, the same rights and requirements described Section V.F. shall apply.
9. No individual is required to apply for or exhaust short-term disability benefits, long-term disability benefits or benefits from a separate bank of time off solely for the purpose of paid family and medical leave as a condition to access paid family and medical leave benefits.

Amendment 5

Section V., Interaction with Other Leave Laws and Company Policies, Paragraph C., now numbered Paragraph D. based on Amendment 4, FAMLI Benefits and Workers' Compensation Benefits, was revised for clarification purposes as follows:**D. FAMLI Benefits and Workers' Compensation Benefits.**

1. If a Covered Individual's absence from work is due to circumstances that would entitle an individual to temporary total or partial indemnity benefits under the Workers' Compensation Act, C.R.S. 8-40-101 et seq, the Covered Individual is not entitled to Plan Benefits for that absence. 7 CCR 1107-4.3.1.

Amendment 6

Section V., Interaction with Other Leave Laws and Company Policies, Paragraph I., now numbered paragraph J., Benefit Coordination Between Plans Providing Paid Family and Medical Leave Benefits, subsection 1, was revised to clarify when this Plan is required to pay Benefits in the event the Company changes plans as follows:

J. **Benefit Coordination Between Plans Providing Paid Family and Medical Leave Benefits**

1. To allow for continuity of Benefits for individuals covered under FAMLII or a private plan, when the Company changes plans, the previous plan is required to continue paying all leave (Continuous, Intermittent and Reduced Leave Schedules) with a benefit start date prior to the date the Company changes plans through the duration previously approved or until a recertification is required, after which the Claimant may reapply for benefits with their new plan. The previous plan must also adjudicate and pay for any approved claims submitted retroactively within the application and filing timelines set forth in 7 CCR 1107-3, Section 3.6. However, the previous plan does not have to pay pre-approved claims that did not have a benefit start date before the change in plans, and does not have to continue to pay benefits where the provisions of 7 CCR 1107-3, Section 3.4.1 provide for the termination of approved leave. 7 CCR 1107-4.9.1.

Amendment 7

- K. Section VI., Amount of Benefits and Payment, two new paragraphs, K. and L., were added to clarify that any award of benefits during a period of coverage will be paid through the duration approved or until a recertification is required, regardless of the date the period of coverage ends and that Plan Benefits are not subject to Colorado income tax as follows: Awards of paid family and medical leave with a Benefit Start Date occurring during a period of coverage will be paid through the duration approved or until a recertification is required, regardless of the date that the period of coverage ends. 7 CCR 1107-1.3.1.J.
- L. Plan Benefits are not subject to Colorado income tax.

Amendment 8

Section VII., Applying for Plan Benefits, new paragraph G. was added to clarify that the claimant consents to allow the Private Plan Administrator to share limited information with the Company necessary for tax law compliance or benefit coordination by submitting an application for Plan Benefits as follows:

- G. By submitting an application for benefits, the Claimant consents to the Administrator sharing with the Company limited information necessary for the Company to comply with federal or state tax laws or tax regulations, or to coordinate FAMLII benefits with other benefits for which the Claimant is eligible, in accordance with the information-sharing provisions of 7 CCR 1107-4, including the Wage Replacement amount and the reason for leave. The Company shall not request, and the Administrator shall not provide, information that is not

absolutely necessary for such tax law compliance or benefit coordination. The Company's request for information not absolutely necessary for such purposes, or a private plan administrator's provision of information not absolutely necessary for such purposes, may constitute discrimination, retaliation, and/or interference in violation of C.R.S. § 8-13.3-509. The Company must store and maintain the confidentiality of such information in accordance with all applicable federal, state, and local laws and regulations, and failure to do so may constitute discrimination, retaliation, and/or interference in violation of C.R.S. § 8-13.3-509.

Amendment 9

Section X., Appeals, was revised to change the number of days a claimant has to file an appeal with a Plan Administrator and provide the Division's Good Cause extension deadline as follows:

- A. Appeals to the Administrator must be filed within 49 Calendar Days of the Covered Individual's receipt of notice of an appealable event.
- B. Appeals must specifically identify the event being appealed, the date of that event, and a summary of the basis for the appeal.
- C. Covered Individuals may appeal the decision of the Administrator to the Division or may submit an initial appeal directly to the Division using the Division's "Appeal Request Form" which must be submitted to the Division within 49 days of the Administrator issuing its claim decision or decision on appeal. The deadline may be extended for an additional 49 days for good cause. If a deadline falls on a weekend or State holiday, the deadline is the next business day. Information regarding how to file an appeal with the Division can be found on the FAMLII [website](#).

Amendment 10

The Plan footer was changed from Version 20250101 to Version 20260101 and various updates were made to citations throughout the Plan to correctly cite to the updated FAMLII regulations.