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Massachusetts Paid Family and Medical Leave (MA PFML) Benefit Provisions - 2023

Employee
Eligibility for
Benefits

All employees who meet the financial eligibility requirements for unemployment compensation (the employee must have earned 30 times the weekly unemployment benefit that the employee would be eligible to receive and must have earned at least \$6,000 during the last four calendar quarters). There are no minimum hours or service requirements.

Covered Employers

All private employers with eligible employees working in Massachusetts. Law covers all employers (one or more employees).

Reasons for Leave

Family Leave:

- Bonding (birth, adoption, foster placement)
- Qualifying military exigency
- · Care for service member
- Family member's serious health condition

Medical Leave:

• Employee's own serious health condition

Covered Relationships

A family member is defined as a spouse, domestic partner, child, parent or parent of a spouse or domestic partner; a person who stood in <u>loco parentis</u> to the employee when the employee was a minor child; or a grandchild, grandparent or sibling of the employee.

Funding

May be shared between the employee and the employer, but an employee cannot be expected to pay more than the state allowable maximum contribution rates.

- Family Leave: 100% employee-paid, 0% employer-paid
- · Medical Leave: 40% employee-paid, 60% employer-paid

Under a private plan, an employer may choose to pay more or all of the employee's share. However, any remaining difference in premium due becomes the obligation of the employer.

Maximum Employee Contribution

- 0.318% of employee's wages up to the social security income limit, combined for both the Family Leave and Medical Leave coverage.
- Family Leave: 0.110% of employee's wages up to the social security income limit; annual maximum of \$176.22
- Medical Leave: 0.208% of employee's wages up to the social security income limit; annual maximum of \$333.22

Social Security \$160,200 **Income Limit** Included **Job Protection Benefit Amount** Will vary based on income: 80% of the portion of an employee's weekly wage that is equal to or less than 50% of the State Average Weekly Wage (SAWW); plus 50% of the portion of an employee's weekly wage that is more than 50% of the SAWW; Capped at the maximum weekly benefit of 64% of the SAWW, which is \$1,129.82 for 2023. **Maximum Leave Family Leave: Medical Leave: Per Year** Bonding (birth, adoption, foster placement): Up • Employee's own serious health condition: to 12 weeks Up to 20 weeks Qualifying military exigency: Up to 12 weeks Family member's serious health condition: Up to 12 weeks Care for service member: Up to 26 weeks Total combined MA Family Leave: Up to 26 weeks **Waiting Period** 7 calendar days Interacting with MA PFML will run concurrently with leave taken under the Massachusetts Parental Leave Act, Family and **Other Laws** Medical Leave Act and Earned Sick Time Act, if the employee is eligible for the respective laws.

The Guardian Life Insurance Company of America guardianlife.com

New York, NY

The information presented is intended as a general overview of the Massachusetts Paid Family and Medical Leave program and is not provided in the contraction of the Massachusetts and Paid Family and Medical Leave program and is not provided in the Contraction of the Massachusetts and Paid Family and Medical Leave program and is not provided in the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of the Massachusetts and Paid Family and Medical Leave program and the Contraction of theintended as legal advice. Please consult with appropriate professionals for legal and compliance advice

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