

Subject: **Military Leave**

Applies to: Regular Full-time and Regular Part-time Staff and Faculty called to active military duty, active or inactive military duty training, or full-time National Guard duty. (Individuals represented by a collective bargaining unit should refer to their agreements.)

I. Policy: The policy complies with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), in regard to benefits and re-employment rights for, and non-discrimination against employees called to, active military duty, as defined above.

II. Guidelines:

- A. In addition to this policy, University employees who are members of military service will be granted all rights provided to employees on University Leave of Absence.
- B. Service time accrues during Military Leave, for up to a maximum of five years' time away. Employees will be granted seniority, and seniority-based benefits they would have attained if continuously employed.
- C. Military Leave of Less Than 30 Working Days: Regular full- and part-time faculty and staff who are required to participate in short periods of military reserve training, or any type of active or inactive military duty or training, will be granted up to 30 days off per calendar year **without pay and loss of accumulated vacation**.
- D. Military Leave of More Than 30 Working Days: Regular full- and part-time faculty and staff who are required to participate in military reserve training, or any type of active or inactive military duty or training for more than 30 working days will be granted a Military Leave **without pay**.
- E. T.A.R. and temporary personnel will also be granted time off **without pay**.
- F. Benefits During Military Leave: When a Military Leave is granted, the faculty or staff member should contact the Benefits Office to discuss benefit coverage. Any coverage for which the faculty or staff member retains eligibility and is enrolled will be continued unless the individual signs a form canceling his/her coverage. The faculty or staff member will be required to pay his/her normal share of the premiums.
 - 1. Military Leave of Less Than 30 Working Days: Benefits will continue*. Service time, vacation, Paid-Time Off (PTO), and sick leave will continue to accrue.

Vacation and PTO accruals may be used to cover the absence should an employee elect to do so. The employee is not required to use his/her accrued banks. Individuals who wish to have vacation and PTO, if applicable, paid out may elect to do so, and must provide written notification to the Payroll and Employee Records Center (PERC). Balances will be paid out on the last payday preceding the effective date of the Military Leave.

2. Military Leave of More Than 30 Working Days But Not to Exceed 12 Months: will have the following effect on an individual's benefits* (in the event that the Military Leave exceeds 12 months, please see F., 3.):

Health Care Plans*: Health Care Plan coverage will be continued unless the individual signs a form canceling this coverage. Individuals who do not cancel this insurance during a Military Leave will be billed for their normal share of the premium.

Dental Plans*: Dental coverage will be continued unless the individual signs a form canceling this coverage. Individuals who do not cancel this insurance during a Military Leave will be billed for their normal share of the premium.

Flexible Spending Accounts (FSAs): Medical/Dental FSAs through the University of Rochester Plan may be continued. Individuals on Military Leaves who choose to continue Medical/Dental FSAs will be billed for their premiums on an after-tax basis.

Health Savings Accounts (HSAs)**: HSA contributions via payroll deduction stop as of the effective date of the unpaid leave. Upon return from a leave, staff members may elect to contribute to their HSA.

Group Life Insurance: University-paid Basic Term Life and University-paid Basic AD&D* insurance will be continued. Group Universal Life (GUL)/Group Optional Term Life (GOTL) and Dependent Term Life insurance with Securian Life also will be continued unless the faculty or staff member cancels the coverage by written consent. Faculty and staff members who do not cancel their GUL/GOTL or Dependent Term Life insurance during a Military Leave will be billed by Securian Life and will need to pay their normal premiums.

* Health Care, Dental, and Accidental Death & Dismemberment benefits will not be paid if disability is caused, or contributed to, by an injury or sickness that results from war, declared or not declared.

** Faculty or staff who are enrolled in an HSA-eligible plan and satisfy certain other requirements can make contributions to an HSA. Faculty or staff enrolled in an HSA-eligible plan and eligible to contribute to an HSA may contribute directly to their HSA, outside of payroll deductions, at any time, as long as they do not exceed the annual maximum.

Vacation: Vacation does not accrue during a Military Leave that exceeds 30 work days. Vacation accruals may be used to cover the absence should an employee elect to do so. The employee is not required to use his/her accrued banks. Individuals who wish to have vacation paid out may elect to do so, and must provide written notification to the Payroll and Employee Records Center (PERC). Balances will be paid out on the last payday preceding the effective date of the Military Leave. Upon return from a Military Leave, vacation accruals will begin again based on the individual's service date.

Sick Leave*: Sick Leave benefits are cancelled during a Military Leave. Upon return from a Military Leave, sick leave accruals will begin again based on the individual's service date.

Paid-Time Off (PTO)*: PTO benefits are suspended during a Military Leave. PTO accruals may be used to cover the absence should an employee elect to do so. The employee is not required to use his/her accrued banks. Individuals who wish to have PTO, if applicable, paid out may elect to do so, and must provide written notification to the Payroll and Employee Records Center (PERC). Balances will be paid out on the last payday preceding the effective date of the Military Leave. Upon return from a Military Leave, any balances will be available.

Long-Term Disability (LTD) Insurance*: Full and Limited Long-Term Disability Insurance is cancelled during a Military Leave.

Retirement Program: Eligibility for University Direct Contributions to the Retirement Program are suspended during a Military Leave. However, upon return to employment from a Military Leave within the period prescribed for protected reemployment rights, the University will make a Direct Contribution to the individual's retirement account for the period of military service based upon the compensation the individual would have earned had the individual remained employed by the University during the period of military service.

Voluntary Contributions are suspended during a Military Leave since contributions to this portion of the Retirement Program are made through salary reduction. However, upon return to employment from a Military Leave within the period prescribed for protected employment rights, an employee may make up Voluntary Contributions for the period of military service if they wish.

* Sick Leave, PTO or Long-Term Disability benefits will not be paid if disability is caused, or contributed to, by an injury or sickness that results from war, declared or not declared.

Tuition: Tuition benefits for the employee and grandfathered spouse are suspended during a Military Leave. Tuition benefits for dependent children are not interrupted during the Military Leave.

Travel-Accident Insurance: During a Military Leave, Travel-Accident Insurance is suspended. Upon return to work, Travel-Accident Insurance will be reinstated.

3. Military Leave of More Than 12 Months: For the first 12 months of the Military Leave, the effect on an individual's benefits was described above in F. 2. After 12 months, however, an individual who remains on Military Leave is not eligible for continued coverage in any benefit plans, except the protection available to terminating staff.

G. Re-employment Rights

1. Notice of Military Duty: An employee must give advance notice of absence for service/training, unless precluded by military necessity, or otherwise impossible or unreasonable.
2. Length of Retention: Re-employment rights will be retained for a maximum of five years military service, with the exception of active war duty, national emergency, or active duty in support of a critical mission.
3. Separation from Military Service: An employee must separate honorably from service.

4. Re-application Deadlines are based on length of military duty, as follows:
 - a. If the period of military service is less than 31 days, an employee must report to work no later than the beginning of the first full regularly scheduled work shift on the first full calendar day following the completion of the period of service plus eight hours, after a period of time allowing for safe transportation from place of service to residence.
 - b. If the period of military service is more than 30 days but less than 181 days, an employee must report to work not later than 14 days after military service is completed.
 - c. If the period of military service is more than 180 days, an employee must report to work not later than 90 days after military service is completed.
5. Nature of Job Entitlement:
 - a. A returning employee will be reinstated either to the same job held prior to service, or to a job of like seniority, status and pay, regardless of nature, duration, or frequency of service.
 - b. If service is less than 91 days, an employee will be reinstated to a position he/she would have attained if remaining continuously employed, or if not, qualified for that job, to the same position held prior to service, provided he/she is still qualified, or could become qualified with reasonable effort. If neither of these is possible, the employee will be offered a job of lesser status and pay for which he/she is qualified.
 - c. If service is 91 days or more, an employee may be reinstated to a position similar in seniority, status and pay to the one he/she left.
 - d. If the returning employee is not qualified for any of these alternatives, with or without reasonable accommodation, he/she will be given a job as close as possible to the original job in pay, benefits and status.
6. Reasonable Accommodation for Service-related Disability: The University will make reasonable efforts to accommodate returning employees with service-related disabilities, so that the employee can perform 1) position he/she would have held without interruption of service, or if that is impossible, 2) position of equivalent seniority, pay and status for which he/she is qualified. If neither 1) nor 2) is possible with or without reasonable accommodation, the University will provide a job as nearly equivalent as possible to option (2), consistent with the circumstances of the employee's individual case. Accommodation for disability will be made and retraining will be undertaken, if these measures do not pose undue hardship.
7. Protection from Discharge without Cause: A returning employee will be protected from discharge without cause corresponding to length of military service, as follows: The employee is protected for one year after date of re-employment, if period of service exceeds 180 days, and for six months for periods of service from 31 to 180 days. There is no protected period if service time is less than 31 days.

- H. Waiver of Benefits: Military Leave rights and benefits may be waived by faculty and staff, if the individual provides written notice of intent not to return to the University following the Military Leave, and providing such notice is given prior to the beginning of the Leave. Such notice does not waive Re-employment rights.
- I. Non-discrimination: The University will not discriminate against employees because of membership in, application to, or obligation to serve in the armed services.

III. Procedure:

- A. An employee must give advance notice to his/her department of absence for service/training, unless precluded by military necessity, or otherwise impossible or unreasonable.
- B. Departments should submit a 610 Form (Staff Appointment and Proposed Change Form) to the HR Service Center (Towne House 202) placing the staff member on Military Leave.

When an individual returns from a Military Leave, the department should submit a 610 Form to the HR Service Center indicating return-to-work date.

If the Military Leave exceeds 12 months, the department should submit a 610 Form to the HR Service Center indicating a termination date.

- C. Employees returning from a Military Leave that exceeded 12 months should contact Human Resources.

See also Policies:

- #251 Health Care Plans
- #255 Dental Plans
- #257 Flexible Spending Accounts (FSAs)
- #261 Life Insurance Plan
- #263 Travel-Accident Insurance Plan
- #265 Long-Term Disability (LTD) Plan
- #287 Retirement Program
- #304 Tuition Benefits (undergraduate and graduate) for Employees
- #306 Tuition Benefits (undergraduate and graduate) for Spouses
- #308 Tuition Benefits (undergraduate) for Dependent Children
- #357 Leave of Absence