

A. Employee Benefits

1. Definition. The University System of New Hampshire benefit program is the sum of the components described below. These employer-sponsored benefit plans are available to faculty and staff as indicated, unless they are otherwise covered by a collective bargaining agreement.

2. Authority. The Board of Trustees delegates to the ~~Personnel Committee~~ designated committee of the Board of Trustees oversight responsibility for the administration of the employee benefits program. Oversight and authority will be described in Trustee Charters, by-laws, and/or Board of Trustee policy. ~~Any changes to the current program must be approved by the Personnel Committee and any change that effects cost must be approved by the Financial Affairs Committee.~~ [Formerly USY V.A.1.1]

2.1. The Board of Trustees reserves the right to amend or terminate ~~components~~ of the USNH's benefits program at any time. [Formerly USY V.A.1.1.1]

2.2 The Board of Trustees delegates to the Chancellor the authority to design the University System benefits program according to financial and benefit parameters authorized by the Board of Trustees. The Chancellor shall report to the Personnel Committee at least annually on the effectiveness and suitability of the current program with recommendations for changes to such program, if appropriate. [Formerly USY V.A.1.1.2]

2.3 The Board of Trustees authorizes the Chancellor to produce and/or authorize the production of any materials necessary to accurately describe the terms and conditions of each benefit plan. [Formerly USY V.A.1.2]

2.3.1 The System Human Resources Office produces, ~~and~~ distributes, ~~and/or posts on USNH web sites~~ materials that describe the terms and conditions of each benefit plan. Additional information is available from the Campus Human Resources Office or System Human Resources Office ~~and on their web sites.~~ [Formerly USY V.A.1.2.1]

2.3.2 The System Human Resources Office is responsible for determination and selection of benefit vendors and carriers, interpretation of policy and eligibility status, exceptions to policy, and payment and reconciliation of benefit accounts. [Formerly USY V.A.1.2.2]

2.3.3 ~~The Each~~ campus Human Resources Office is responsible for communication and dissemination of benefit information ~~on its campus.~~ [Formerly USY V.A.1.2.3]

2.4 The component institutions may adopt such institutional policies as are necessary to meet the requirements of the University System of New Hampshire's benefits programs. [Formerly USY V.A.1.3]

3. Benefits Provided to All Employees. Some benefits are provided to all status and adjunct faculty and staff.

3.1 Social Security [Formerly USY V.A.7.1]

3.1.1 Description. A basic part of the University System's retirement program is the federal Social Security program. [Formerly USY V.A.7.1.1]

3.1.2. Contributions. Both USNH and the faculty/staff member contribute a legally defined percentage of the faculty/staff member's ~~salary~~ earnings to the Social Security program as mandated by the Social Security Administration. [Formerly USY V.A.7.1.1]

3.2 Workers' Compensation Benefits

3.2.1 Description. ~~Eligibility. Both status and non-status employees of the University System are covered by USNH's workers' compensation insurance. [Formerly USY V.A.16.2]~~—The New Hampshire Workers' Compensation law, RSA 281-A, covers all faculty, staff, and volunteers. It provides non-taxable payment for loss of earnings and payment of medical expenses due to injury, occupational disease, or death arising out of and in the course of employment. It is not considered compensation under IRS regulations. [Formerly USY V.A.16.3]

3.2.1.1 Cooperative Extension educators, faculty and staff who participate in the Civil Service Retirement System (CSRS) are covered for workers' compensation through the Civil Service Retirement System, so they are excluded from USNH Workers' Compensation insurance. [Formerly USY V.A.16.2.1]

3.2.2. Contributions. The University System of New Hampshire assumes the cost of the workers' compensation insurance.

3.2.3 Authority and Responsibility. The University System of New Hampshire shall comply with all applicable federal and state laws and regulations regarding the administration of the Workers' Compensation program and shall have oversight responsibility for workers' compensation policy and budget. Biennially, on January 1, USNH will compile USNH's safety program from the campuses' safety program information and file it with the State Commissioner. [Formerly USY V.A.16.1.1]

3.2.3.1 Institution. Each component institution shall adopt such institutional policies and practices as are necessary to comply with New Hampshire Workers' Compensation Law, RSA 281-A and shall be responsible for the administration for Workers' Compensation. Institutional responsibilities include the following: [Formerly USY V.A.16.1.2]

3.2.3.1.1 Establish and administer a Work Safety Committee, with a minimum of four members, composed of equal numbers of employer and employee representatives. Employee representatives shall be selected by employee constituency groups or collective bargaining representatives. [Formerly USY V.A.16.1.2.1]

3.2.3.1.2 Each year the Work Safety Committee will document the campus safety program, including specific rules and regulations regarding worker safety and references to disciplinary actions for violations of such rules and regulations, and submit it to the System Human Resources Office. [Formerly USY V.A.16.1.2.2]

3.2.3.2 Supervisors. Supervisors are responsible for compliance with and implementation of institutional policies and practices regarding the Workers' Compensation programs. [Formerly USY V.A.16.1.3]

3.2.3.3 Faculty/Staff responsibility. Faculty and staff members are required to promptly submit an accident report for an injury occurring during working periods to their immediate supervisor, the Human Resources Office, or other appropriate administrator, so the campus can file the First Report of Injury or Illness with the State of New Hampshire's Workers' Compensation Review Commission and/or the USNH Workers' Compensation insurance carrier. [Formerly USY V.A.16.1.4]

3.2.4 Medical documentation is required to support workers' compensation claims and concurrent implementation of Family Medical Leave (see USY V..), earned time/sick pool for

non-exempt **status** staff, and sick leave/interim disability for **status** faculty and exempt staff. If, after three months of absence, such documentation indicates absence from work will extend six months or longer, the **status** faculty/staff member is eligible to apply for long-term disability (see [USY.V.A.15](#)) and should contact the System Human Resources Office. [Formerly USY V.A.16. 3.1]

3.2.5 Payment. Workers' compensation payments are based on federal and state laws. [Formerly USY V.A.16.4]

3.2.5.1 **Status** faculty and staff members **who have paid leave** may supplement the workers' compensation benefit by electing to use applicable accumulated sick/vacation leave, or earned time/sick pool; however, the combination of paid leave plans and workers' compensation benefits shall not exceed the faculty/staff member's budgeted salary. [Formerly USY V.A.16.4.1]

3.2.5.1.1 Staff members on the earned time program who choose to supplement workers' compensation must use earned time for the first five calendar work days before they may supplement with their sick pool leave (see [USY.V.A.11.5](#)). Earned time will be accrued on that portion of time represented by the non-workers' compensation portion of the payment and is accrued only on the first 15 calendar workdays of sick pool usage. [Formerly USY V.A.16.4.1.1]

3.2.5.1.2 If using accrued paid leave, faculty and exempt staff members will continue to accrue vacation and sick leave on that portion of time represented by the non-workers' compensation portion of the payment. [Formerly USY V.A..16.4.1.2]

3.2.6 Position Status. While on approved Worker's Compensation leave, a faculty/staff member's position will normally be held for 18 months from the date of absence due to the work-related illness/injury. If the disability continues beyond 18 months, the position will not be held for the individual. [Formerly USY V.A.16.6]

3.2.7 Continuation of Benefits. **With the exceptions noted below**, a status faculty/staff member will be eligible to continue applicable coverage under the USNH benefits program **for up to 18 months by continuing her/his employee contributions**. [Formerly USY V.A.16.5] (See also USY.V.A.8.2.2)

3.2.7.1 Faculty/staff members will be billed for benefit contributions unless the faculty/staff member is being paid accrued leave time with enough value to cover the benefit costs. Benefits will terminate if the faculty/staff member fails to pay his/her portion of the benefit premiums. [Formerly USY V.A.16.5.2]

3.2.7.2 Exceptions. If the faculty or staff member is receiving accrued paid leave with workers' compensation payments, retirement contributions can be made only on the leave payment, not the workers' compensation payment. The tuition waiver will be in effect for spouse and eligible children, but only authorized for the faculty/staff member's personal use on a case-by-case basis in conjunction with an approved Workers' Compensation program. [Formerly USY V.A.16.5.1]

3.2.8 Return to Work. Medical documentation supporting the faculty/staff member's ability to perform the essential functions of the job is required prior to return to work. Reasonable accommodations shall be made consistent with the guidelines of ADA. [Formerly USY V.A.16.7]

3.2.8.1 Upon written request, ~~the~~ a faculty/staff member may return to his/her position of employment for up to 18 months from the date of injury. [Formerly USY V.A.16.7.1]

3.2.8.2 If the position has been eliminated, ~~the~~ a faculty/staff member shall be placed in any other vacant position for which s/he is qualified ~~that is vacant and suitable~~. [Formerly USY V.A.16.7.2]

3.2.8.3 A status faculty or staff member is expected to return to work for at least 30 calendar days following the period of workers' compensation leave. ~~If he/she does not return, the institution may require the individual to refund all supplemental compensation~~. [Formerly USY V.A.16.7.3]

3.2.9 Re-hire. If a former faculty/staff member is able to work following a period of workers' compensation which extended beyond 18 months or the position was not held, the individual may apply for positions within USNH. If rehired, ~~the individual~~ a status faculty/staff member shall receive credit for prior years of service as referenced in (see [USY.V.C.10](#)) [Formerly USY V.A.16.8]

3.2.9.1 Medical documentation concerning a former faculty/staff member's ability to return to employment following a long-term worker's compensation leave will be required. [Formerly USY V.A.16.8.1]

3.2.9.2 Reasonable accommodations shall be made consistent with the guidelines of ADA. [Formerly USY V.A.16.8.2]

3.2.10 Temporary Alternative Work Assignments. In an effort to facilitate the faculty/staff member's return to work, the USNH shall develop temporary alternative work options, when appropriate, for faculty/staff members ~~injured on the job on Worker's Compensation~~ who can return to work, but are unable to immediately resume all of the functions of their positions. [Formerly USY V.A.16.9]

3.2.10.1 Temporary alternative work options shall be limited and transitional in nature with job requirements that will increase in capacity as the faculty/staff member's work capacity increases. [Formerly USY V.A.16.9.1]

3.2.10.2 If the faculty/staff member fails to accept a temporary alternative work assignment, workers' compensation may be reduced or terminated. [Formerly USY V.A.16.9.2]

3.3 Unemployment Compensation Benefits

3.3.1. Definition. Unemployment compensation is administered by the State of New Hampshire and provides partial income replacement to employees who lose their jobs through no fault of their own.

3.3.2. Contributions. The University System of New Hampshire assumes the cost of the workers' compensation insurance.

3.3.3. Eligibility. This benefit applies to all faculty and staff who receive wages from USNH. It does not apply to student workers.

4. Benefits Available to Status Faculty and Staff .

4.1 Description. All status USNH employees are eligible to participate in the benefits ~~program~~ ~~plans~~ described below. The percent time of appointment, age, and/or salary ~~may determines~~ the ~~basis of eligibility and employee~~ contribution amounts. [Formerly USY V.A.2] Research and clinical faculty with appointments between 50-75% may be eligible for benefits on a pro-rated basis. Information regarding such appointments is available at the campus Human Resources Office.

~~[Formerly A. 2.1] Full-time Appointment (100%). Employees with a status appointment of 100% time are eligible to participate in the USNH benefits program. [USY V.A.2]~~

~~[Formerly A. 2.2] Percent Time Appointment (75-99%). Employees with a status appointment of 75-99% time are eligible to participate in the Flexible Benefits Plan, the retirement plan, and the tuition waiver plan. For contributions schedule please see USY V.A.2.1.1-3.~~

~~[Formerly A. 5.4] Eligibility. All status USNH faculty and staff members with appointments of 75% or more shall be eligible to enroll in Flex Plus.~~

~~[Formerly A. 5.4.1] Faculty and staff members with appointments of less than 75% time shall be eligible for the equivalent of medical, dental, life and long-term disability option B coverage and will be required to make contributions as described in USY V.A.2.3 and 2.3.1.~~

~~[Formerly A. 5.4.2] Faculty and staff members with 75% time appointments employed after 4/1/90 have a choice of Flex Plus or no coverage.~~

4.1.1 Visiting faculty and job exchange.

4.1.1.1 Visiting faculty members who are not eligible to retain their home institution's benefits are ~~considered temporary appointees, and are~~ eligible to participate in the USNH benefits program if they are appointed 75% time or more. [Formerly USY.V.A.3.1.2]

4.1.1.2 Visiting faculty members appointed at least half-time for the full academic year who are eligible to retain their home institution's benefits are not eligible to participate in the USNH benefits program. However, they and their dependents are eligible for the tuition waiver. [Formerly USY.V.A.3.1]

4.1.1.3 In cases where a visiting faculty member retains his/her home institutions benefits but is unable to retain the medical benefits portion of the program, he/she will be provided that coverage (Option B) by USNH. Contributions are outlined in USY V.A.2.1.1. [Formerly USY.V.A.3.1.1]

4.1.1.4 Job Exchange. A faculty or staff member on an exchange program at USNH is expected to retain the benefits of his/her home institution. However, his/her spouse and dependent children are eligible for the tuition waiver portion of the benefits program. [Formerly USY A.3.2]

4.1.1.4.1 In cases where the medical benefits plan from the home institution is not transferable, the faculty/staff member on the exchange program will be provided Option B medical coverage by USNH. Contributions are outlined in USY V.A.2.1.1. [Formerly USY A.3.2.1]

~~[Formerly A. 3.3] Lecturers appointed for a full year are eligible for benefits if the number of courses taught in an academic year appointment is equivalent to 18 credit hours for the academic year. See~~

~~section USY.V.C.6 Guideline for Computing Service Proportion and/or Percent Time. [Formerly USY A.3.3]~~

~~4.2 Eligibility for Benefits. Definition of eligibility for coverage of USNH family members.~~ USNH definitions for coverage of spouses and/or dependents are defined in plan summary documents for each benefit. Those documents will include coverage for the spouse or partner (and the dependents of such spouse or partner) of USNH employees who are legally married or legally civil-unioned¹, or who have received a hardship exception pursuant to section 2.5.1, as provided below. Civil union partners and domestic partners who are eligible under the hardship exception are considered equivalent to a legally-recognized spouse for the purposes of USNH policies. The requirements to submit documentation of a civil union or marriage will be administered in the same way. Summary plan documents for medical benefits also include a description of a one-time new hire option for medical coverage for 60 days for those same sex partners who move to NH upon hire from a state which does not have a civil union or civil marriage option. [Formerly USY.V.A.2.5 and 2.5.1]

~~4.2.1 A benefits-eligible USNH employee may register a same-sex domestic partner. A same-sex domestic partner who meets the criteria authorized below is considered equivalent to a legally-recognized spouse for the purposes of USNH policies.~~ apply for a hardship exception to the above eligibility requirement that compels them to be in a legally-recognized marriage or civil union in order to obtain benefits for their domestic partner. Application for a hardship exception must provide appropriate details and documentation of the circumstances that warrant a hardship exception. Hardship exceptions will be granted only for a set period of time, after which the employee must re-establish that the conditions which give rise to the hardship continue to exist. Hardship exceptions will only be granted where: [Formerly USY.V.A.2.5.1]

~~4.2.1.1. The USNH employee is legally resident in a jurisdiction that does not allow their marriage or civil union;~~

~~4.2.1.2. Marriage or civil union would result in the USNH employee or their domestic partner losing a cognizable legal right or privilege that would not be lost but for the sexual orientation of the partners to the marriage or civil union (e.g., eligibility for military service); or~~

~~4.2.1.3. Circumstances exist that constitute an undue hardship to warrant exception to the requirement that the employee enter into a marriage or civil union. The determination as to whether an undue hardship exists under section 2.5.1.3 will be determined by a three-person committee established for each USNH institution, which will include a member of USNH Human Resources, the institution's Human Resources, and another member of the institution.~~

~~4.2.2 Registration of a same-sex domestic partner requires filing an affidavit certifying that the partnership meets the following criteria:~~ Applications for a hardship exception must include an affidavit certifying that the relationship meets the following criteria: [Formerly USY.V.A.2.5.2]

¹ Civil union is the legal term currently used in New Hampshire to designate a civil relationship between same-sex parties that is equivalent to marriage. For purposes of this policy, civil union refers to any civil “marriage-equivalent” relationship between same-sex partners that is recognized by law, by whatever name designated. Civil union and marriage are not intended to include common law marriage, even if such relationship is recognized by law in the jurisdiction of the employee’s residence.

4.2.2.1 The partners have been each other's sole partner for at least six (6) months and plan to remain so indefinitely; [Formerly USY.V.A.2.5.2.1]

4.2.2.2 ~~The partners are of the same gender;~~ Either (a) the employee is legally resident in a jurisdiction that does not allow their marriage or civil union; (b) marriage or civil union would result in the employee or their domestic partner losing a cognizable legal right or privilege that would not be lost but for the sexual orientation of the partners to the marriage or civil union; or (c) circumstances exist that constitute an undue hardship to warrant exception to the requirement that the employee enter into a marriage or civil union. The applicant must provide appropriate details and documentation related to this section 2.5.2.2. [Formerly USY.V.A.2.5.2.2]

4.2.2.3 Neither partner is legally married ~~or related by blood to a degree that would prohibit marriage, nor allowed to legally marry each other in the State of New Hampshire~~ or civil-unioned to another individual, and their relationship is otherwise eligible for recognition as a legal marriage or civil union under the law of the State of New Hampshire (e.g., neither party is a minor nor are the parties related by blood to a degree that would prohibit marriage or civil union); [Formerly USY.V.A.2.5.2.3]

4.2.2.4 The partners are each at least eighteen (18) years of age and are mentally competent to consent to contract; [Formerly USY.V.A.2.5.2.4]

4.2.2.5 The partners are responsible for each other's common welfare and financial obligations as defined in the section on procedural requirements. [Formerly USY.V.A.2.5.2.5]

4.2.3 The USNH Human Resources office shall establish a procedure to register eligible domestic partnerships ~~that have been approved for a hardship exception~~. This will include a partnership form requiring the signature of both partners which shall be notarized. [Formerly USY.V.A.2.5.3]

4.2.3.1 The affidavit must indicate two (2) forms of evidence of responsibility for each other's common welfare and financial obligations, from the following list (items a-e): a) a legally executed domestic partnership agreement or contract; b) joint mortgage or joint ownership of primary residence; c) two (2) items from the following: (c.1) joint title to a motor vehicle; (c.2) joint banking account; (c.3) joint credit account; (c.4) joint lease; d) designation of the domestic partner as primary beneficiary on the employee's will, retirement contract or life insurance; e) designation of the domestic partner in durable property or health care powers of attorney. [Formerly USY.V.A.2.5.3.1]

4.2.4 Submission of ~~application and~~ affidavit. The completed ~~application for hardship exception and~~ affidavit will be submitted at the campus Human Resources Office or System Human Resources Office. [Formerly USY.V.A.2.5.4]

4.2.4.1 Upon submission, the application and affidavit will be reviewed for accuracy and completeness, compliance with policy, for notarization of the affidavit, and for indication of evidence ~~of hardship pursuant to section 4.4.1 [formerly 2.5.1]~~ and of responsibility for common welfare and financial obligations. [Formerly USY.V.A.2.5.4.1]

4.2.5 Termination of ~~Same-Sex~~ Domestic Partnership [Formerly USY.V.A.2.5.5]

4.2.5.1 ~~The employee~~ Any employee who is receiving benefits in a domestic partnership pursuant to a hardship exception under section 4.4.1 [formerly 2.5.1] will notify the campus Human Resources Office or System Human Resources Office of the termination of a domestic partnership by completing the form "Termination of Domestic Partnership" within thirty (30) days of the termination of the ~~domestic~~ partnership. [Formerly USY.V.A.2.5.5.1]

4.2.5.2 The written termination statement affirms that a copy of the termination statement has been mailed to the other partner. [Formerly USY.V.A.2.5.5.2]

4.2.5.3 The original is to be filed at the campus Human Resources Office or System Human Resources Office. [Formerly USY.V.A.2.5.5.3]

4.2.5.4 By USNH policy, a ~~same-sex~~ domestic partner is eligible for COBRA medical and dental options upon termination of the ~~same-sex~~ domestic partnership. [Formerly USY.V.A.2.5.35.4]

4.2.6 Taxation. The University System will comply with all state and federal laws regarding the taxation of employee benefits. [Formerly USY.V.A.2.5.6]

4.2.7. Change in Law. In the event that applicable state or federal law (or the law of any other applicable jurisdiction) is changed so as to impede the intent of this section 2.5. to provide access to medical and dental benefits without regard to employees' sexual orientation, USNH and its component institutions will endeavor to achieve this intent under the existing law.

4.3 Flexible Benefit Plan [Formerly USY.V.A.5]

4.3.1 Authority. The USNH Human Resources Office shall establish a flexible benefits plan. The plan shall provide eligible faculty/staff members with an opportunity to select coverage and plan features from a variety of medical, dental, life and long-term disability options as well as opportunities for a Flexible Spending Account for medical expenses not covered by the plan and/or for child care expenses. [Formerly USY.V.A.5.1]

4.3.1.1 The USNH Human Resources Office shall establish the design, terms and conditions of each plan, the conditions and time frames for open enrollment, plan year dates, and Flexible Benefits coverage options, and shall be responsible for selection and contracting of vendors for the Flexible Benefits Plan. [Formerly USY.V.A.5.1.1 and 5.1.2]

4.2.1.2 Premium rates are set annually, based on market costs.

4.3.2 ~~Flexible Benefits—Plan Design~~ Definition. The Flexible Benefits Plan includes options for medical, dental, life, ~~and~~ long-term disability insurance options, and Flexible Spending accounts. Plan details are described in published ~~Flex Plus~~ flexible benefit materials. The plan is a 125 plan under IRS regulations which allows employee benefit contributions to be made on a pre-tax basis. [Formerly USY.V.A.5.3.1]

4.3.3 Contributions.

4.3.3.1 Each plan shall have a core-coverage "Option B" that represents the standard for USNH's contributions. [Formerly USY.V.A.5.3.2]

4.3.3.2 USNH contributions to other options, (medical options C, D and E, dental option C, life options C and D and disability option C) shall be the same as to the core Option B plan or the actual premium, whichever is less. The employee shall contribute the difference when applicable. [Formerly USY.V.A.5.3.3]

4.3.3.3 Employees may also select medical, dental, life, and long term disability options that provide less coverage than the core benefit plans but require no employee contribution. The medical and dental plans offer the option of no coverage. [Formerly USY.V.A.5.3.4]

4.3.3.4 Employee/employer contribution for ~~the Flex Plus Option B medical plans~~ **under the flexible benefit plan** and any other medical plans with premiums below that of USNH's standard plan, Plan B, are based on the cost sharing formula described below. Any plan with premium or cost in excess of the standard Plan B will have the same contribution percentage as that for Plan B. These are the contribution rates in effect as of January 1, 2009: [Formerly USY.V.A.2.1.1]

PLAN/COVERAGE	% EMPLOYEE CONTRIBUTION		% EMPLOYER CONTRIBUTION	
	OPTION B PLAN	LOW COST PLAN(S)	OPTION B PLAN	LOW COST PLAN(S)
INDIVIDUAL	16%	10%	84%	90%
TWO PERSON	21%	14%	79%	86%
FAMILY	23%	18%	77%	82%

4.3.3.5 Other Flexible Benefits. There are no **employee** contributions required for the ~~Flex Plus flexible benefit~~ individual Option B dental, life and long term disability plan. [Formerly USY.V.A.2.1.2]

4.2.3.6 Flexible Spending Accounts.(FSA). Faculty and staff enrolled in flexible benefit plans may to set aside a fixed amount of their pre-tax wages in a calendar year to an account for reimbursement of qualified expenses, such as uncovered medical expenses or child care.

4.2.3.6.1 The amount elected must be determined by the faculty/staff member during benefit open enrollment and is subject to IRS plan limits. The faculty/staff member loses any unused dollars in a Flexible Spending Account at the end of the calendar year.

4.2.3.7 Health Reimbursement Account (HRA). In conjunction with the flexible benefits medical plan, each year USNH provides faculty and staff with an account of a set dollar value to be used for reimbursing qualified medical expenses not covered by their medical plan. Any unused funds in an HRA roll over to following years for reimbursement of future eligible expenses.

4.3.4 Effective Date of Benefits Coverage for Medical, Dental, Life Insurance, Long Term Disability and Flexible Spending Accounts [Formerly USY.V.A.4] Flexible benefits and

enrollment in a Flexible Spending Account will be effective the first day of the month following the date of appointment if the faculty/staff member completes enrollment ~~(USY.V.A.4.1.1) is completed~~ within 30 days of her/his appointment date. If enrollment is completed between the 31st and 60th day, benefits are effective the first day of the month following completion of enrollment. [Formerly USY.V.A.4.1]

~~[Formerly A. 4.1.1] Completion of enrollment/applications (medical and/or dental) and receipt by the campus Human Resource Office will dictate effective date of coverage as noted in USY.V.A.4.1. [Formerly USY.V.A.4.1.1]~~

4.3.4.1 If the faculty/staff member fails to meet the enrollment deadlines as noted above, he/she shall not receive benefit coverage. The faculty/staff member may enroll during the next period of open enrollment. [Formerly USY.V.A.4.2]

4.3.4.2 Last Day of Benefits Coverage. When a faculty or staff member terminates, the last day of active service is considered the benefits termination date. Active service is exclusive of any type of paid or unpaid leave (including sick, vacation, or Earned Time) as well as non-work periods for flex-year employees and academic year faculty. [Formerly USY.V.A.4.3]

~~[Formerly A. 5.4] Eligibility. All status USNH faculty and staff members with appointments of 75% or more shall be eligible to enroll in Flex Plus.~~

~~[Formerly A. 5.4.1] Faculty and staff members with appointments of less than 75% time shall be eligible for the equivalent of medical, dental, life and long term disability option B coverage and will be required to make contributions as described in USY.V.A.2.3 and 2.3.1.~~

~~[Formerly A. 5.4.2] Faculty and staff members with 75% time appointments employed after 4/1/90 have a choice of Flex Plus or no coverage.???~~

4.3.5 Enrollment Coverage. Once each year, faculty and staff members will be given the opportunity to make changes or initially select their plan options for medical, dental, life, ~~and~~ long term disability, and Flexible Spending Account selections. This period is called "open enrollment" and lasts approximately 30 days. It occurs in the fall of each year with new coverage effective on January 1 of the following year. [Formerly USY.V.A.5.2.1]

4.3.5.1 Coverage selections made by a faculty/staff member are irrevocable during the plan year and may be changed only during the annual open enrollment, unless the faculty/staff member has a change in family status as noted in section USY V.A.5.2.2. [Formerly USY.V.A.5.1.1]

4.3.6 Change in Family Status. A change in family status is defined by IRS regulations and includes such events as marriage, divorce or legal separation, the addition of a dependent by birth or adoption, gain or loss of spouse's employment, involuntary loss of spouse's medical coverage, death of a spouse or dependent, change in USNH employment status ~~from part-time to full-time or vice-versa~~, or taking an unpaid leave of absence (see USY ...). [Add special enrollment rights under CHIP] [Formerly USY.V.A.5.2.2]

4.3.6.1 Faculty and Staff members must notify USNH of a change in status within 30 days of the qualifying event in order to be eligible to change their coverage selection. Changes in coverage must be consistent with the change in status and, based on proper notification, will be effective on the date of the event. [Formerly USY.V.A.5.2.2.1]

~~5.2.3 Change in Percent Time. Employees who are part-time (74% time or less) and change to full-time employment will be permitted to participate in the Flexible Benefits Plan.~~

~~Employees who are full time and move to part time employment status (less than 75% time) will no longer be permitted to participate in the Flexible Benefits plan.~~

4.3.7 Leave Status. Employees on a paid or unpaid leave of absence are permitted to maintain their coverage in the Flexible Benefits Plan. When applicable, employees will be billed by the USNH Benefits Office for the appropriate employee/employer premium contributions. [Formerly USY.V.A.5.2.4]

4.4 Life Accidental Death and Dismemberment Insurance for Police and Public Safety Officers Killed in the Line of Duty [Formerly USY.V.A.20]

4.4.1 Description. If a USNH police or public safety officer dies while in the line of duty, a \$100,000 death benefit will be paid to the beneficiary designated by the employee. If there is no designated beneficiary at the time of the employee's death for any amounts of benefits payable because of death, that amount will be paid to the employee's estate. (See summary plan description for additional information.) [Formerly USY.V.A.20.1]

4.4.1.1 "Police officer" shall include all status USNH employees classified as Public Safety Officers I, II, III, IV, V or VI as well as Police Captains, **Police Sergeants**, Police Lieutenants, and Directors/Assistant Directors of Campus Safety and Security. [Formerly USY.V.A.20.1.1]

4.4.2 Eligibility. This benefit shall be paid in addition to any other benefits (such as Life Insurance and AD&D) the employee elected and enrolled in at USNH including any life insurance benefits provided by collective bargaining contract. [Formerly USY.V.A.20.2]

4.4.3 Contributions. There is no employee contribution for this benefit. [Formerly USY.V.A.20.3]

4.4.4 Enrollment in this benefit is automatic **and begins the first day of appointment.** ~~and does not require an employee contribution to the benefit.~~ [Formerly USY.V.A.20.3]

4.5 Other Insurance Benefits [Formerly USY.V.A.20]

4.5.1 Authority. The USNH Human Resources Office may establish insurance benefits in addition to the flexible benefit plan. These will have no employer contribution. These optional insurance plans may provide faculty/staff members with the opportunity to select coverage and plan features for such programs as additional life insurance, additional accidental death and dismemberment insurance, **long-term care insurance**, and short-term disability coverage. These programs are normally paid through employee payroll deductions. [Formerly USY.V.A.6]

4.6 Retirement Plans [Formerly USY.V.A.7]

4.6.1 Voluntary Defined Contribution **and Deferred Compensation** Benefit Plans – ~~TIAA/CREF and Fidelity~~ USNH's 403(b) and 457 (b) Retirement Plans [Formerly USY.V.A.7.2]

4.6.1.1 Description. Generally IRS regulations for 403(b) plans and a 457(b) plans apply to the USNH defined contribution plans **and deferred compensation plans**. The University System of New Hampshire offers its **eligible** faculty and staff members the opportunity to participate in defined contribution retirement plan(s) with one or both of its defined **and/or deferred** contribution providers, ~~TIAA/CREF or Fidelity Investment Corporation as described in USNH's plan documents~~. Each has a variety of investment opportunities that permit employees to take greater personal control of

their retirement ~~program planning. All benefits eligible~~ Faculty and staff members may participate in one or both of the University System's sponsored retirement plans, providing they are not an excluded employee. [Formerly USY.V.A.7.2.1 and 7.2.2]

4.6.1.1.1 Excluded employees. Certain nonresident aliens who have no earned income from sources within the United States and student employees are not eligible to enroll in USNH's retirement plans.

4.6.1.2 Enrollment. Retirement contributions begin on the first day of the month following successful enrollment in a retirement plan with a vendor (see USY V. A.4.6.1.1). [Formerly USY.V.A.2.1.2]

4.6.1.3 Contributions. Both the University System and the ~~faculty/staff member participant~~ contribute a fixed percentage of regular budgeted salary into the retirement plan on a biweekly basis. Plan participation and contributions, including changes in contribution level, begin the first pay period of the month following enrollment in the USNH Retirement Plan. ~~Enrollment and other information is in the Retirement Summary Plan Provisions. Enrollment requires the completion of the Salary Reduction Agreement/Vendor Application forms and receipt of these materials by your campus Human Resource Office.~~ [Formerly USY.V.A.7.2.3]

4.6.1.3.1 Initial Contribution Level. The ~~first year of participation initial contribution level~~ in the USNH Retirement Plan provides for the University System to contribute 5% plus ARC (see [USY V.A.7.2.3.5](#)) and the ~~faculty/staff member participant~~ to contribute 6%. After one full year of participation at the Initial Contribution Level, the University System contribution will increase to the Standard Contribution Level of 10% (plus ARC). [Formerly USY.V.A.7.2.3.1]

4.6.1.3.2 Standard Contribution Level. The standard contribution level provides for the University System to contribute 10% (plus ARC) and the ~~faculty/staff member participant~~ to contribute 6%. [Formerly USY.V.A.7.2.3.2]

4.6.1.3.3 Alternate Contribution Level. The alternate contribution level provides for the University System to contribute 4% (plus ARC) and the ~~faculty/staff member participant~~ to contribute 2.5%. [Formerly USY.V.A.7.2.3.3]

4.6.1.3.4 Contribution based on Salary over the IRS Permitted Level. The USNH does not consider regular budgeted salary in excess of the IRS prescribed limit (in 2002 this is \$200,000), the limit is indexed for inflation per IRS Section 401(a)(17)B for the purpose of calculating contributions to the USNH's defined contribution retirement plan. The difference between the amount contributed based on the salary maximum above and the amount the employee is eligible for based on their regular budgeted salary will be contributed into a personal annuity account. [Formerly USY.V.A.7.2.3.4]

4.6.1.4 Additional Retirement Contribution (ARC)

4.6.1.4.1 Description. The USNH will contribute 1% of an eligible ~~faculty/staff member participant's~~ regular budgeted earnings to the individual's ~~TIAA/CREF or Fidelity~~ retirement account. ~~In order to receive the additional 1% contribution, provided the faculty/staff member participant is required to be a participant in a USNH retirement plan at either in the Plan at the Initial, Standard, or Alternate contribution level. (This program is was~~

effective 1/1/95). This contribution is referred to as an Additional Retirement Contribution (ARC).[Formerly USY.V.A.7.2.3.5]

~~7.2.3.5.2 All benefits eligible faculty/staff members including flex year appointments hired after 6/30/94 are eligible for ARC. All benefits eligible faculty/staff members including flex year appointments hired prior to 7/1/94 are eligible for the Transition Plan described in USY.V.A.7.4.~~

4.6.1.5 Annual limits.[Employee and employer contributions ~~are limited only shall not exceed the limits imposed~~ by IR Code Sections 415 (annual addition limit) and ~~the~~ 402(g) (Elective Deferral Limit), and shall comply with such administrative limits and rules as may be set by the Administrator. ~~Faculty/staff members~~ Participants fifty (50) or over may elect to make ~~supplemental catch-up~~ contributions in accordance with ~~Code Section 3-02(e)-402~~ (g). [Formerly USY.V.A.7.2.3.6]

4.6.1.6 Tax Deferment Agreement. [Through a signed agreement with the University System of New Hampshire, faculty and staff may request a reduction of their salary for federal tax purposes, equal to the staff member's contribution (contributions are not subject to current federal income tax) to the USNH retirement plan. The University System's contribution is automatically tax deferred. [Formerly USY.V.A.7.2.4]

~~7.2.5 Portability of retirement savings. Effective January 1, 2002, rollovers from other qualified plans may be permitted. **No longer needed.**~~

4.6.1.7 Vesting of contributions. You are fully and immediately vested in the accrued benefits arising from your contributions. The vesting of accrued benefits attributable to contributions made on your behalf by the USNH is in accordance with the following schedule:

<u>Completed Years of Participation/Service</u>	<u>Vested Percentage</u>	<u>Forfeitable Percentage</u>
Less than 3 years	0%	100%
3 years or more	100%	0%

For purposes of determining whether you will be credited with a year of service for vesting purposes, the 12-month computation period starts with your date of retirement plan participation while employed. [Formerly USY.V.A.7.2.6]

4.6.1.7.1 Break in Service Prior to Contributions Being Vested. If you have a break in service before you are vested, accrued benefits derived from employer contributions will be forfeited. [Formerly USY.V.A.7.2.6.1]

4.6.1.7.2 Break in Service of Less than Three Years and Re-employed by USNH. If your break is less than three years, you will be credited with your past service and any accrued benefits derived from USNH contributions will be restored, subject to your satisfying the vesting requirements. [Formerly USY.V.A.7.2.6.2]

4.6.1.7.3 Break in Service of More than Three Years and Re-employed by USNH. If the break is more than three years, you will not be entitled to the forfeited benefits, and your past service will not be counted toward the vesting of benefits attributable to service after reemployment. [Formerly USY.V.A.7.2.6.3]

4.6.1.8 The designated beneficiary of a ~~faculty/staff member participant~~ who dies before termination or retirement will be entitled to the accrued benefits in the account at the time of death. [Formerly USY.V.A.7.2.6]

4.6.1.9 Withdrawal of Contributions [Formerly USY.V.A.7.2.7]

4.6.1.9.1 Less than Three Years Participation. If a faculty/staff member terminates his/her employment before completing three years of participation in the plan, withdrawal of the accrued benefits derived from employee contributions may occur. Accrued benefits derived from USNH contributions will be forfeited. Certain tax payments or penalties may apply. [Formerly USY.V.A.7.2.7.1]

4.6.1.9.1.1 Exceptions: [Formerly USY.V.A.7.2.7.1.1]

4.6.1.9.1.2 If hired at age 60 or older the accrued benefit derived from USNH contributions are fully vested. [Formerly USY.V.A.7.2.7.1.1.1]

4.6.1.9.1.3 If the faculty/staff member is at least age 60 at time of termination, the three years of participation rule does not apply. [Formerly USY.V.A.7.2.7.1.1.2]

4.6.1.9.2 More than Three Years Participation. If the faculty/staff member terminates or retires after three years of plan participation while employed at USNH, he/she may withdraw a partial or the full amount of the accrued benefit derived from employee and USNH contributions in the retirement account in cash, or transfer these funds into another investment vehicle. Certain tax payments or penalties may apply. [Formerly USY.V.A.7.2.7.2]

4.7 Tuition Benefit Plan [Formerly USY.V.A.9]

4.7.1 Authority. The USNH Human Resources Office shall be responsible for the development of tuition policy and administration of the tuition benefit plan. [Formerly USY.V.A.9.1]

4.7.1.2 The campus Human Resources Office is responsible for determining eligibility for tuition benefits for faculty/staff members and spouse or dependent children. [Formerly USY.V.A.9.1.2]

4.7.1.3 The Vice President/Dean of Student Affairs will verify eligibility of campus chaplain and ROTC personnel, spouses, and their dependent children by providing a list of eligible participants to the campus office responsible for personnel administration no later than the Monday preceding the first day of classes. [Formerly USY.V.A.9.1.3]

4.7.2 Faculty/Staff Tuition Benefits [Formerly USY.V.A.9.2]

4.7.2.1 Description. For faculty and staff members, the tuition benefit covers enrollment in any regular credit courses offered by USNH institutions with a USNH course identifier, and where the tuition is paid to a USNH entity. This benefit includes full employer paid coverage at the in-state rate of tuition (equals the tuition rate charged to New Hampshire residents and varies by institution and program) for both the courses (at the rate indicated below) and any mandatory fees generally required of other students. [Formerly USY.V.A.9.2.1]

4.7.2.1.1 Non-credit Course Benefit. The plan also provides a 50% tuition benefit for non-credit courses for employees only. Mandatory fees generally required of other students for non-credit courses will be paid under this Benefit. The benefit is included with the total number of courses permitted and outlined in [USY V.A.9.2.1.3](#). (Effective 6/1/93) [Formerly [USY.V.A.9.2.1.1](#)]

4.7.2.1.2 The tuition plan does not apply to institutes or courses offered by other educational institutions on campuses of the University System of New Hampshire. [Formerly [USY.V.A.9.2.1.2](#)]

4.7.2.1.3 Coverage. The level of coverage for the tuition benefit (payment for courses) is as follows: for 76-100% appointments up to five (5) courses in a fiscal year, with no more than two (2) courses per semester or summer session; for appointments of 51 to 75% coverage equals up to three (3) courses per fiscal year and no more than two (2) in a semester or summer session; for appointments of 50% two and one-half (2 1/2) courses per fiscal year. Adjustments in percent-time following registration will not change the value of the tuition benefit for that semester. [Formerly [USY.V.A.9.2.1.3](#)]

4.7.2.1.4 The basic measure of the tuition benefit is by course rather than by credit hour. For example, both a two-hour course and a four-hour course will count as one (1) course. [Formerly [USY.V.A.9.2.1.4](#)]

4.7.2.1.5 If a faculty/staff member chooses to enroll for more courses/credits than those provided for in the above schedule, he/she will be charged for the additional tuition at the in-state rate. [Formerly [USY.V.A.9.2.1.5](#)]

4.7.2.2 Eligibility. A faculty/staff member is eligible for the tuition benefit following successful completion of the initial introductory period following employment in a benefits eligible position (see [USY V.C.8.1.4](#)). For faculty, for purposes of this policy, the completion of the initial introductory period shall mean following two (2) semesters of benefits eligible employment. A faculty or staff member must be employed in a benefits eligible position for one year on or before the first day of classes in the semester for which application is made for a tuition waiver for his/her spouse/dependents (see [USY V.A.9.3](#)). Flex-year employees remain eligible for tuition benefits during periods of non-active service. [Formerly [USY.V.A.9.2.2](#)]

4.7.2.2.1 Approval by the employee's supervisor is required in order for a staff member to enroll in a course that is scheduled to meet during the staff member's normal work hours. [Formerly [USY.V.A.9.2.2.1](#)]

4.7.2.2.2 The employee tuition benefits and/or family tuition benefits are also available to campus chaplains and ROTC personnel, spouses, and their dependent children in accordance with the terms and conditions as outlined in this policy. [Formerly [USY.V.A.9.2.2.2](#)]

4.7.3 Spouse and Dependent Children Tuition Benefit [Formerly [USY.V.A.9.3](#)]

4.7.3.1 Description. The spouse and dependent children of full-time status faculty/staff members may enroll in any of the regular credit courses offered by the University System of New Hampshire at one-half of the current in-state tuition rate. The tuition benefit policy applies to official student exchange programs (has a USNH course identifier, and the tuition is paid to a USNH entity), in which the student

remains fully registered at his/her home institution and also covers administrative fees paid by students in the junior year abroad program. [Formerly USY.V.A.9.3.1]

4.7.3.1.1 This benefit is not cumulative; that is, if both father and mother are employed by USNH, one-half of the current in-state tuition for their dependent child or children must be paid. [Formerly USY.V.A.9.3.1.1]

4.7.3.1.2 The tuition paid by the employer is prorated for the spouse and dependent children of flex year employees and is equal to the faculty/staff member's percent time of appointment. Example: **The spouse of a faculty/staff member with a 50 75% time appointment is eligible for a tuition payment by the employer equal to 50 75% of one-half of the in state tuition rate.** [Formerly USY.V.A.9.3.1.2]

4.7.3.2 Eligibility -- Children. For the purposes of this benefit, children are considered dependent if, at the time of class registration, they are unmarried, have not reached the age of 24, and are dependent on the faculty/staff member for more than half of their financial support. [Formerly USY.V.A.9.3.2]

4.7.3.3 Eligibility -- Spouse. For the purpose of this benefit, a spouse is any person who is legally defined as a "spouse" by the State of New Hampshire **or domestic partner as defined by USNH policy.** [Formerly USY.V.A.9.3.3]

4.7.4 Employer Paid Tuition Benefits for Children of Deceased Faculty/Staff Members. Children of deceased faculty/staff members who, at time of death, were either a tenured faculty member or had been employed in a status position for at least five (5) years are entitled to the same educational benefit as indicated above. [Formerly USY.V.A.9.4]

4.7.5 Termination. A faculty or staff member who terminates during a semester, in which the educational benefit is being used, shall be responsible for a pro-rated portion of the benefit provided to the employee, spouse and/or dependent children. See [USY V.F.11.4.12.](#) [Formerly USY.V.A.9.5]

4.7.6 Taxability. The University System will comply with all state and federal laws regarding the taxation of tuition benefits. [Formerly USY.V.A.9.6]

4.8 Employee Assistance Program (EAP). The EAP provides counseling, assessments and referrals to outside professional resources for faculty/staff members and their eligible family members to assist in resolving problems such as alcoholism, drug abuse, marital conflicts, and job performance issues. See also [USY.D.5.4.](#) [Formerly USY.V.D.5.4]

4.8.1 Contributions. The University System of New Hampshire assumes the cost of the EAP.

4.8.2 Eligibility. All status faculty and staff, their spouses, **civil union partners or domestic partners who have received a hardship exception** are eligible to participate in the Employee Assistance Program. [Formerly USY.V.D.5.4.1]

4.8.3 Coverage. The faculty or staff member, her/his spouse, **civil union partner or domestic partner**, and dependent children will receive a number of free visits to the EAP for each situation. [Formerly USY.V.D.5.4.3]

4.9 [Paid Holiday Leave](#) [Formerly USY.V.A.10]

4.9.1 Authority. The Board of Trustees has authorized paid leave for 11 holidays and designated eight common holidays. The three additional days designated as floating holidays will be determined by each institution's Chief Executive Officer and communicated to the USNH Director of Human Resources by September 1 for the following calendar year. [Formerly USY.V.A.10.1]

4.9.2 Designated paid holidays. The following days are designated as common holidays, and all facilities will be closed except for essential operations: New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and Christmas Day. [Formerly USY.V.A.10.2]

4.9.3 Eligibility. To receive paid holiday leave, a faculty/staff member must hold a status appointment; her/his appointment dates must encompass the holiday, and s/he must not be in a leave without pay situation immediately prior to or following a holiday. If a faculty/staff member is on paid leave when a designated holiday occurs, he or she will receive paid holiday leave, and the time will not be charged as vacation leave or earned time. [Formerly USY.V.A.10.3]

4.9.3.1 Percent time appointments. A faculty/staff member appointed in a status position of at least ~~50%~~ 75% time earns holiday benefits based on his/her percent time of appointment, based on the staff member's working schedule and when the holidays fall. (See [USY V.F.5.2](#)) [Formerly USY.V.A.10.3]

4.9.4 Holidays occurring on weekends. For those faculty and staff members who normally work from Monday through Friday, the following applies: when a common holiday falls on a Saturday, the preceding Friday is the official holiday, and when a common holiday falls on a Sunday, the following Monday is the official holiday. [Formerly USY.V.A.10.3]

4.9.5 Special considerations for non-exempt operating staff. When a designated holiday falls on a full-time operating staff member's regularly scheduled day off, he/she may take the same number of holiday hours off with pay during the same or following week; or, if approved by the supervisor, be paid for the holiday hours (see [USY V.F.7.3.6](#)) to which s/he is entitled at his/her usual pay rate. (For percent time staff see [USY V.F.5.2.2.1](#)) [Formerly USY.V.A.10.3]

4.9.6 Special considerations for exempt faculty/staff. If an exempt faculty or staff member is required to work on a holiday, s/he will be granted another day off with pay in lieu of the holiday at a time approved by the supervisor. [Formerly USY.V.A.10.3]

4.10 Earned Time [Formerly USY.V.A.11]

4.10.1 Description. Earned Time is an alternative approach to the traditional manner of covering absences for vacation, sick leave, interim disability, bereavement leave, maternity leave, and short term military leave by combining all these plans into one program. It provides for the pay off at termination or retirement of all unused hours. Instead of dividing benefits into a specific number of hours for each benefit, Earned Time puts these hours together into a single benefit. Earned Time can be used for a variety of purposes, including a payment in cash at the time of voluntary termination. Earned Time is available as soon as it is "earned." The exact amount of Earned Time accrued each year will depend on the years of service to the University System of New Hampshire. [Formerly USY.V.A.11.1]

4.10.2 Eligibility. All non-exempt employees who are employed in a status position of at least ~~50%~~ 75% time. [Formerly USY.V.A.11.2]

4.10.3 Accrual Rate. Non-exempt staff members accumulate Earned Time based on the number of hours they work in their budgeted position and their number of years of status employment within the University System.

For the purpose of this policy, one year of employment will equal 12 consecutive months of employment from date of hire. Non-exempt staff members accumulate Earned Time based on pay status hours up to those hours budgeted, and worked for the position, and years of employment to the University System. There is no maximum accumulation of Earned Time.

Years of Employment		Rate Earned Per Hour	Approx. Days Per Month
At Least	Up To		
Hire Date	6	.092	2.000
6	12	.111	2.416
12	18	.130	2.833
18 and Over		.149	3.250

For the purpose of this policy, one year of employment will equal 12 consecutive months of employment from date of hire in a status position. There is no maximum accumulation of Earned Time. [\[Formerly USY.V.A.11.3\]](#)

4.10.4 Usage. Earned Time may be used any time after being earned, including during the staff member's introductory period. It is expected that all planned absences will be mutually agreed upon by the staff member and his/her supervisor prior to the date of absence. [\[Formerly USY.V.A.11.4\]](#)

4.10.4.1 Increments. Earned Time may be used in units of one-quarter hour or more. [\[Formerly USY.V.A.11.4.1\]](#)

4.10.4.2 When Earned Time is used to cover work time lost due to illness or injury, medical documentation may be required at any time to substantiate an absence and/or to indicate the ability of the individual to return to work following an illness or injury (see [USY V.C.12.2.1](#)). [\[Formerly USY.V.A.11.4.2\]](#)

4.10.4.3 The use of Earned Time for extended illness or injury requires medical documentation and may indicate the need for use of the Family Medical Leave Act and the need to contact the System Human Resource Office for information concerning long-term disability (see [USY V.A.15, 17](#)). [\[Formerly USY.V.A.11.4.3\]](#)

4.10.4.4 Minimum Usage. Minimum usage is calculated on a fiscal year basis, July 1 through June 30. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the staff member's Earned Time balance prior to its being carried forward into the new fiscal year. [\[Formerly USY.V.A.11.4.4\]](#)

4.10.4.5 New employees hired prior to January 1 will be required to satisfy the minimum usage requirement by June 30 of the end of their first partial year of employment. The minimum usage amount is calculated by counting required hours of minimum usage for each month of employment prior to June 30. For the purpose of calculating minimum usage, a month is counted as a full month of employment if the staff member's date of hire is on or before the 15th of the month, or if the staff member terminates on or after the 16th of the month. If the minimum usage requirement has not been met by June 30, remaining hours will be subtracted from the staff member's Earned Time balance prior to its being carried forward into the new fiscal year.

For example, a new staff member works a 40-hour week and is hired on October 2. He or she would need to use a minimum of 72 hours (9 days) by the following June 30. An employee hired July 5 would need to use a minimum of 96 hours (12 days) of Earned time. If the minimum usage requirement has not been met by June 30, remaining minimum usage hours will be subtracted from the staff member's Earned Time balance prior to it being carried forward into the new fiscal year. If the staff member hired on October 2 used 56 hours as of June 30, 16 hours would be subtracted from the carry-forward leave balance into the next fiscal year.

Years of Service	Minimum Usage Per Year 37.5 hours per week	Minimum Usage Per Year 40 hours per week	Minimum Usage Per Month 37.5 hours per week	Minimum Usage Per Month 40 hours per week
Date of Hire Up to 6 Years	90 hours	96 hours	7.5 hours	8 hours
6 Years Up to 12 Years	105 hours	112 hours	8.75 hours	9.33 hours
12 Years Up to 18 Years	120 hours	128 hours	10 hours	10.67 hours
18 Years and Over	135 hours	144 hours	11.25 hours	12 hours

[Formerly USY.V.A.11.4.5]

4.10.4.5.1 Minimum usage requirement is prorated for staff working part-time.
[Formerly USY.V.A.11.4.5.1]

4.10.4.6 Computation of minimum usage will occur as of June 30 of each year. Employees with less than six months of service are exempt from minimum usage requirements. [Formerly USY.V.A.11.4.6]

4.10.4.7 Hours converted into the Sick Leave Pool do not count toward minimum usage requirements. [Formerly USY.V.A.11.4.7]

4.10.5 Sick Leave Pool [Formerly USY.V.A.11.5]

4.10.5.1 Description. The Sick Leave Pool is intended to provide additional security by allowing staff members the opportunity to exchange Earned Time hours for Sick Pool hours at the equivalent rate of three Sick Pool hours for each hour of Earned Time. Each institution establishes a one-month period each year for "open enrollment" in the Sick Leave Pool. In addition, an employee who completes her/his initial introductory period will then be allowed a 30 day period to convert accrued Earned Time hours to Sick Pool Time. [Formerly USY.V.A.11.5.1]

4.10.5.2 Sick Pool time is used for extended periods of illness or injury and is not eligible for pay off at retirement or termination. Earned Time benefits accrue only during the initial three weeks (15 working days) of each separate use of the Sick Leave Pool. [Formerly USY.V.A.11.5.2]

4.10.5.3 Usage of Sick Pool days commences with the sixth consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use

Sick Pool time. Periodic updates from the staff member's physician may be required. [Formerly USY.V.A.11.5.3]

4.10.5.3.1 The Human Resources Office may grant an exception to the policy that requires the usage of the equivalent of five (5) Earned Time days before being permitted access to the Sick Pool when either of the following circumstances occur: (1) when an employee returns to work after using Sick Pool time but is disabled again within 10 working days, or (2) when the disability is certified by a physician to be the same as for the original use or from the same cause as the original Sick Pool usage. [Formerly USY.V.A.11.5.3.1]

4.10.5.4 It is not necessary to use up all Earned Time days before using Sick Pool time. The staff member may continue to use Sick Pool time until her/his accrued Sick Pool time is exhausted or until s/he is no longer disabled. [Formerly USY.V.A.11.5.4]

4.10.5.5 The maximum Sick Pool time a staff member may accumulate is the equivalent of 150 days (1,125 hours for staff on a 37.5 hour work week and 1,200 hours for those on a 40-hour work week). A staff member may add to her/his Sick Pool time once each fiscal year according to the procedures adopted by each individual institution. [Formerly USY.V.A.11.5.5]

4.10.5.6 The use of the Sick Pool may indicate the need for Family Medical Leave. After three months of absence from work, the staff member should contact the System Human Resources Office for information concerning long-term disability (see [USY V. A.15, 17](#)). [Formerly USY.V.A.11.5.6]

4.10.5.7 Exhaustion of Earned Time/Sick Pool. A staff member on an approved absence who has used all Earned Time and Sick Pool time will be placed on leave without pay. If the illness/injury qualifies for FMLA leave, benefits will continue for the period of the family medical leave (see [USY V.A.17](#)). Other continuance of benefits during a leave without pay is set forth in [USY V.A.21](#). [Formerly USY.V.A.11.5.7]

4.10.5.8 Position Status. When there is supporting medical documentation of a staff member's absence due to illness or injury, the University System will normally not terminate an individual from her/his position for six months from the first date of absence. For those individuals in their initial introductory period, the position will not be held unless the disability is due to pregnancy or covered by worker's compensation. [Formerly USY.V.A.11.5.8]

4.10.5.9 Return to Work. Following a period of absence due to illness/injury, medical documentation supporting the staff member's ability to perform the essential functions of the job is required prior to returning to work (see [USY V.C.12.2.1](#)). [Formerly USY.V.A.11.5.9]

4.10.5.10 Use of Sick Pool for family leave. Operating Staff with at least one year of benefits eligible service may use up to a maximum of 10 days of accrued Sick Pool time per fiscal year (75 hours for staff on a 37.5 hour work week and 80 hours for staff on a 40 hour work week pro rated for staff working part-time) for family leave. This leave may be used for medical appointments, illness, or medical needs of an immediate family member; prenatal or postnatal care; or for purposes of caring for a new baby or adoptive/foster child after placement and/or for crime victim leave (see [USY V.A.19.2](#)). Access to the Sick Pool for the use of family or crime victim leave does not require the prior use of five earned time days. (Use of one Earned Time day is required for extended bereavement leave. See [USY V.A.11.5.10.2](#) below.) [Formerly USY.V.A.11.5.10]

4.10.5.10.1 Immediate family member is defined as spouse, parent, legally dependent child, or any person living in the staff member's household. [Formerly USY.V.A.11.5.10.1]

4.10.5.10.2 Extended bereavement leave. After supervisory notification and the use of one earned time day, a staff member may use family leave for extended bereavement leave in the event of the death of an immediate family member. Bereavement leave follows the same parameters described in [USY V.A.18](#). [Formerly [USY.V.A.11.5.10.2](#)]

4.10.6 Record keeping. The institution is responsible for maintaining accurate records that verify the usage and current Earned Time/Sick Pool leave balances of each staff member. [Formerly [USY.V.A.11.6](#)]

4.10.7 Payoff at Termination, including Retirement. In no instance shall Earned Time be used to extend employment beyond the last day of work. Earned Time is paid off at the base rate of pay at time of termination. The value of longevity is not calculated in the payment of Earned Time. All unused Earned Time, less any earned time needed to meet the minimum usage requirement (see [USY V.A.11.4.4](#)), will be paid off at the time of termination or retirement if the termination occurs under normal circumstances and does not involve an act of gross misconduct such as theft or immoral conduct. Staff members laid off may leave Earned Time intact pending recall. [Formerly [USY.V.A.11.7](#)]

4.10.8 Conversion from Earned Time to Vacation/Personal & Sick Time (For conversion from Vacation/Personal Leave & Sick Time to Earned Time see [USY V.A.12.8](#)) [Formerly [USY.V.A.11.8](#)]

4.10.8.1 When a staff member transfers, is promoted, or reclassified into an exempt status position, Earned Time benefits are converted using the following procedure: [Formerly [USY.V.A.11.8.1](#)]

4.10.8.1.1 If the staff member has a total Earned Time accumulation of the equivalent of twenty (20) or fewer days (160 hours), the total amount accumulated would be converted to Vacation/Personal Leave and transferred with the staff member. [Formerly [USY.V.A.11.8.1.1](#)]

4.10.8.1.2 For any Earned Time credit in excess of the equivalent of 20 days, an option allowing the remaining accumulation to be either transferred to Sick Leave or Vacation/Personal Leave or paid to the staff member is provided. In the event a staff member is promoted or transferred into a position that does not accumulate vacation, i.e., an AY faculty position, the staff member will be paid accumulated Earned Time. [Formerly [USY.V.A.11.8.1.2](#)]

4.10.8.1.3 Sick Pool Hours may be converted to the traditional Sick Leave program at the rate of the equivalent of three (3) Sick Pool Days (24 hours) for one Sick Leave Day. [Formerly [USY.V.A.11.8.1.3](#)]

~~**4.10.9** Record keeping. It is the responsibility of each department to maintain accurate records that verify the usage and current Earned Time and Sick Pool balances of each employee. That information will be sent to the campus Human Resources office on a regular basis. [Formerly [USY.V.A.11.6](#)] [Remove as is a duplication of 4.10.6]~~

4.11 Vacation/Personal Time [Formerly [USY.V.A.12](#)]

4.11.1 Eligibility. All members of the fiscal faculty and exempt staff who are employed in a status position of at least 50% time are eligible for vacation/personal time. Vacation/personal time is earned from the first day of employment and may be used after it is earned. Vacation/personal time is taken at a time mutually agreeable to the faculty or staff member and the supervisor. [Formerly [USY.V.A.12.1](#)]

4.11.1.1 Faculty. Vacations and holidays for faculty members with academic year appointments are determined by the academic year calendar. Those faculty members appointed on a fiscal year basis (12 months) reference [USY V.A.12.2.1](#) for accrual rate. [Formerly USY.V.A.12.1.1]

4.11.2 Accrual Rate [Formerly USY.V.A.12.2]

4.11.2.1 The accrual rate for eligible Exempt Staff is two (2) days per month. [Formerly USY.V.A.12.2.1]

Elimination of 12.2.2 as all OS are now participating in the Earned Time program.

~~**12.2.2** Non-exempt staff who were not required to participate in the Earned Time Program continue to earn vacation time based on hours worked up to those hours budgeted for the status position (non-status hours worked and supplemental compensation such as overtime are excluded) and on years of service to the University System based on the chart below.~~

<u>Years of Service</u>		<u>Rate Earned Per Hour of Service</u>	<u>Approx. Total Days Earned in One Year</u>
<u>At Least</u>	<u>Up to</u>		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	24
14 or more	-	.0962	25

~~For the purpose of this policy, years of service are defined as calendar years of employment, i.e., 12 consecutive months from the date of hire equals one calendar year. [Formerly USY.V.A.12.2.2]~~

4.11.3 Flex Year Appointments. Staff members with flex year status appointments of at least a ~~50%~~ 75% time earn vacation on a prorated basis. [Formerly USY.V.A.12.3]

4.11.4 Maximum Accumulation. The maximum accumulation is 35 days per year but the days accumulated over 30 days will have no cash value. The maximum number of days for payout at termination will be 30 days. [Formerly USY.V.A.12.4]

4.11.4.1 Staff members promoted or transferred into a new employee classification, i.e., Operating staff, PAT staff or Faculty are entitled to carry their accumulated vacation leave with them to the new position. In the event an employee is promoted or transferred into a position that does not accumulate vacation, i.e., an academic year faculty position, the employee will be paid off for their accumulated vacation/Earned Time prior to reporting to the new position. [Formerly USY.V.A.12.4.1]

4.11.5 Vacation/Personal Leave Use. Exempt staff members may use vacation leave in increments of one-half day or more. Planned use of vacation/personal leave must have the approval of the supervisor prior to taking the leave. Vacation/personal leave time may be used without prior approval when personal emergencies prevent prior approval. In such cases, the staff member is responsible for notifying the supervisor of the absence due to a personal

emergency. If the staff member's vacation/personal time includes an approved holiday, he/she will receive holiday pay, and the time will not be charged as vacation/personal leave. [Formerly USY.V.A.12.5]

4.11.5.1 Minimum usage. Staff members are required to take, and supervisors are required to grant, a minimum of 12 days of vacation/personal leave per year at times mutually agreeable. Minimum usage is calculated on a fiscal year basis, July 1 through June 30. If the minimum usage requirement has not been met by the end of the fiscal year, remaining minimum usage days will be subtracted from the staff member's vacation/personal leave balance prior to its being carried forward into the new fiscal year. [Formerly USY.V.A.12.5.1]

4.11.5.1.1 New staff members hired prior to January 1 will be required to satisfy the minimum usage requirement by June 30 of the end of their first partial year of employment. The minimum usage amount is calculated by counting one day of minimum usage for each month of employment prior to June 30. For the purpose of calculating minimum usage, a month is counted as a full month of employment if the staff member's date of hire is on or before the 15th of the month, or if the staff member terminates on or after the 16th of the month. If the minimum usage requirement has not been met by June 30, remaining minimum usage days will be subtracted from the staff member's vacation/personal leave balance prior to its being carried forward into the new fiscal year.

For example, a new staff member hired October 2 would need to use a minimum of 9 days by the following June 30. An employee hired July 5 would need to use a minimum of 12 days of vacation/personal leave. If the minimum usage requirement has not been met by June 30, remaining minimum usage days will be subtracted from the staff member's vacation/personal leave balance prior to its being carried forward into the new fiscal year. If the staff member hired October 2 used 7 days as of June 30, two days would be subtracted from the carry-forward leave balance into the next fiscal year.

Note: Employees with six months or less of service are exempt from minimum usage requirements for the fiscal year in which they were hired. [Formerly USY.V.A.12.5.1.1]

4.11.5.1.2 The minimum usage requirement is prorated for percent time staff members. [Formerly USY.V.A.12.5.1.2]

4.11.5.1.3 For the purpose of calculating the amount of vacation payoff at termination, minimum usage will be prorated through the date of termination, and any remaining minimum usage days will be subtracted from the staff member's vacation/personal leave balance. [Formerly USY.V.A.12.5.1.3]

[Note: USY.V.A.12.5.2 was missing in the previous numbering]

4.11.5.2 Exempt staff members are encouraged to use vacation leave in increments of one-half day or more. Non-exempt staff shall use vacation in increments of one hour or more. [Formerly USY.V.A.12.5.3]

4.11.5.3 Vacation/Personal time may be used without prior approval when personal emergencies prevent prior approval. However, the employee is responsible for notifying the supervisor of the absence due to a personal emergency and any planned vacation time must be approved. [Formerly USY.V.A.12.5.4]

4.11.5.4 If the staff member's vacation/personal time includes an approved holiday, he/she will receive holiday pay and the time will not be charged as vacation/personal or Earned Time. [Formerly USY.V.A.12.5.5]

4.11.5 Vacation Payoff at Termination. In no instance shall vacation time be used to extend employment beyond the last day of work. All unused vacation time up to thirty days will be paid to the staff member or fiscal year faculty member (or his/her estate in the case of the individual's death) at the time of termination or retirement, if the termination occurs under normal circumstances and does not involve an act that demonstrates unfitness for continued employment within the University System, such as theft or immoral conduct. [Formerly USY.V.A.12.6]

4.11.6 Vacation at Layoff or Leave. Staff members may leave accumulated vacation intact pending recall if the nature of their absence from employment is layoff. In cases of unpaid leaves of absence, unused vacation will be carried forward through the period of the leave. If the staff member does not return to work any unused vacation will be paid at termination. [Formerly USY.V.A.12.7]

4.11.7 Conversion from vacation/personal and sick time to Earned Time. When a staff member transfers, is promoted or reclassified into a non-exempt position, vacation and sick leave are converted using the following procedure:

- Vacation/personal leave: Ratio 1 full-time day to 8 hours of Earned Time
- Sick leave (conversion pro-rated depending on years of service)

[Formerly USY.V.A.12.8]

4.11.7.1 Conversion Table for Transfer of Existing Sick Leave into Earned Time/Sick Pool Days

<u>Accumulated Sick Leave</u>	<u>Years of Full-Time Service</u>			
	<u>0-6</u>	<u>6-12</u>	<u>12-18</u>	<u>18+ Yrs.</u>
0-50 days	1 day/8 hrs	.75/8 hrs	.50/8 hrs	.25/8 hrs
51-99 days	1 day/8 hrs*	.80/8 hrs	.65/8 hrs	.55/8 hrs
100+ days	---	1 day/8 hrs	1/8 hrs	1/8 hrs

*A special appeal will be allowed for employees whose sick leave converts at less than the 1:1 ratio. Where medical evidence exists to support high usage of sick leave, the 1:1 conversion may be authorized by the Campus Human Resources Director.

[Formerly USY.V.A.12.8.1]

4.11.7.2 If the vacation/personal leave conversion exceeds 480 Earned Time hours, the additional hours will be automatically converted to Sick Pool hours. The maximum Sick Pool time is the equivalent of 150 days (1,125 hours for staff on a 37.5 hour work week and 1,200 hours for those on a 40-hour work week). Thus, if a staff member has a total conversion of 110 days or more, the staff member will begin the Earned Time program with 480 Earned Time hours and either 1,125 or 1,200 Sick Pool hours. [Formerly USY.V.A.12.8.2]

4.11.7.3 Prior to converting vacation/personal days to Earned Time hours, an exempt staff member may cash out up to five (5) vacation/personal days at the pre-conversion salary rate to bridge the gap between exempt and non-exempt pay schedules. [Formerly [USY.V.A.12.8.3](#)]

4.11.8 Record Keeping. It is the responsibility of each department to maintain accurate records that verify the usage and current vacation/sick time balances of each staff member. That information will be sent to the campus Human Resources department on a regular basis. [Formerly [USY.V.A.12.9](#)]

4.12 Sick Leave [Formerly [USY.V.A.13](#)]

4.12.1 Eligibility. Faculty and staff members with status appointments who are not covered by the Earned Time program (see [USY V.A.11.1](#)) are eligible for sick leave. [Formerly [USY.V.A.13.1](#)]

4.12.2 Description. Sick leave is designed to provide salary continuation for absences due to personal illness and injury or family leave as described below in 13.2.2. Medical documentation may be required at any time to substantiate an absence and/or to indicate the ability of the individual to return to work following an illness or injury (see [USY V.C.12](#)). [Formerly [USY.V.A.13.2](#)]

4.12.2.1 If documentation indicates the potential for an illness or injury of the faculty/staff member to last more than six months, the faculty/staff member should contact the System Human Resources Office for information concerning long-term disability (see [USY V.A.15](#)). [Formerly [USY.V.A.13.2.1](#)]

4.12.2.2 Use of sick leave for family leave. Full-time staff with at least one year of benefits-eligible service may use up to a maximum of 10 days of accrued sick leave per fiscal year (pro rated for percent time staff) for family leave. This leave may be used for medical appointments, illness, or medical needs of an immediate family member; prenatal or postnatal care; or for purposes of caring for a new baby or adoptive/foster child after placement. It may also be used for extended bereavement leave (see [USY V.A.13.2.2.2](#)) and/or crime victim leave (see [USY V.A.19.2](#)). [Formerly [USY.V.A.13.2.2](#)]

4.12.2.2.1 Immediate family member is defined as spouse, parent, legally dependent child, or any person living in the staff member's household. [Formerly [USY.V.A.13.2.2.1](#)]

4.12.2.2.2 Extended bereavement leave. After supervisory notification and the use of bereavement leave, a staff member may use family leave for extended bereavement leave in the event of the death of an immediate family member. Bereavement leave follows the same parameters described in [USY V.A.18](#). [Formerly [USY.V.A.13.2.2.2](#)]

4.12.3 Accumulation. Faculty and staff accumulate sick leave at the rate of 1 1/4 days each month based on a full-time appointment; flex-year appointments accumulate sick leave based on their percent time of appointment. The maximum accumulation of sick leave is 130 (working) days. [Formerly [USY.V.A.13.3](#)]

4.12.3.1 Introductory Period. Sick leave is accumulated during an individual's introductory period and may be used after it is accumulated. [Formerly [USY.V.A.13.3.1](#)]

4.12.4 Record keeping. Each department is responsible for maintaining accurate records that verify the usage and current sick leave balances of each staff member. That information will be sent to the campus Human Resources Office on a regular basis. [Formerly [USY.V.A.13.4](#)]

4.12.4.1 Faculty records. When faculty members are absent from their duties because of illness, and other faculty members assume their responsibilities on a temporary basis, no formal report of absence is required unless the absence exceeds one month or is of a serious nature as defined by the Family Medical Leave Act (see [USY V.A.17](#)). If the absence exceeds one month, the illness may qualify for interim disability (see [USY V.A.14](#)). [Formerly [USY.V.A.13.4.1](#)]

4.12.5 Position Status. When there is supporting medical documentation of a faculty/staff member's absence due to illness or injury, the University System will normally not terminate a faculty/staff member from his/her position for up to six months from the first date of absence. For those individuals in their initial introductory period, the position will not be held unless the disability is due to pregnancy or is covered by worker's compensation. [Formerly [USY.V.A.13.5](#)]

4.12.6 Return to Work. Medical documentation supporting the faculty or staff member's ability to perform the essential functions of the job is required prior to return to work (see [USY V.A.11.4](#)). [Formerly [USY.V.A.13.6](#)]

4.13. Interim Disability Leave [Formerly [USY.V.A.14](#)]

4.13.1 Eligibility. Faculty and staff members with status appointments who are not covered by the Earned Time program (see [USY V.A.11.1](#)) are eligible for interim disability benefits. [Formerly [USY.V.A.14.1](#)]

4.13.2 Description. In situations where medical documentation concerning a faculty or staff member's inability to work indicates that the duration of the illness/injury will cause an absence from work of six months or more, interim disability provides the continuation of the individual's salary and benefits up to a total of six months absence from work inclusive of sick leave. [Formerly [USY.V.A.14.2](#)]

4.13.2.1 During the period of sick leave/interim disability, the faculty or staff member will be placed on Family Medical Leave as outlined in [USY V.A.17](#) and should apply, through the System Human Resources Office, for long term disability which may provide income and continuance of benefits following the expiration of interim disability. (See [USY V.A.15](#)) [Formerly [USY.V.A.14.2.1](#)]

4.13.2.2 If there is a subsequent period of disability after use of all or part of the interim disability benefit provided above and if the subsequent disability is unrelated to the first, the policy set forth in [USY V.A.14.2.1](#) will apply. [Formerly [USY.V.A.14.2.2](#)]

4.13.2.3 Should a faculty or staff member's repetitive disabilities create an inability to perform the essential functions of the position, appropriate action shall be considered, i.e., application for long-term disability (see [USY V.A.15](#)) or an accommodation as outlined in [USY V. C.4.5](#). [Formerly [USY.V.A.14.2.3](#)]

4.13.3 Compensation. If accrued sick leave is exhausted, and medical documentation states that the faculty/staff member is unable to return to work, salary is continued through paid

interim disability leave up to a total of six months' absence from work inclusive of sick leave. [\[Formerly USY.V.A.14.3\]](#)

4.13.4 Continuation of Benefits. Faculty and staff members' benefits shall continue during the period of interim disability, with the exception of vacation/personal leave time and sick leave accrual and personal use of the tuition waiver. [\[Formerly USY.V.A.14.4\]](#)

4.13.5 Position Status. A faculty/staff member's position will be held during the period of sick leave/paid interim disability leave for a maximum of six months from the first date of absence from work. For those individuals in their initial introductory period, the position will not be held unless the disability is due to pregnancy or is covered by worker's compensation (see [USY V.A.16](#)). [\[Formerly USY.V.A.14.5\]](#)

4.13.6 Pregnancy-related [\[Formerly USY.V.A.14.6\]](#)

4.13.6.1 When medical documentation indicates that a faculty or staff member (as described in [14.1](#)) is unable to perform her duties and responsibilities because of medical conditions related to pregnancy and/or childbirth, the woman who plans to return to work may use accrued sick leave/interim disability leave/Family Medical Leave, and her position will be held for her return (see [USY V.A.17](#)). [\[Formerly USY.V.A.14.6.1\]](#)

4.13.6.2 The period of leave is determined on a case-by-case basis from medical documentation. Such leaves usually extend for the period from childbirth through six weeks. As with all leaves for interim disability, the period of leave shall first include the use of accumulated sick leave. [\[Formerly USY.V.A.14.6.2\]](#)

4.13.6.3 When the woman's medical condition no longer requires absence from work, she is expected to return to work. However, the Family Medical Leave Act provides the option of up to a total of 12 weeks of leave from her position for child rearing purposes. Continuance of salary under FMLA is contingent on use of her accrued vacation/personal leave time (see [USY V.A.17](#)). [\[Formerly USY.V.A.14.6.3\]](#)

4.13.6.4 Return to Work. Medical documentation supporting the faculty/staff member's ability to perform the essential functions of the job is required prior to return to work (see [USY V.C.12](#)). [\[Formerly USY.V.A.14.6.4\]](#)

4.14. Bereavement Leave [\[Formerly USY.V.A.18\]](#)

4.14.1 Description. Faculty and exempt staff members are entitled to five days of bereavement leave for the death of an immediate family member and one day for the death of other relatives. [\[Formerly USY.V.A.18.1\]](#)

4.14.1.1 Staff members in the Earned Time Program are not covered by Bereavement Leave. See [USY V.A.11.1](#) Earned Time. [\[Formerly USY.V.A.18.1.1\]](#)

4.14.2 Those individuals considered immediate family include spouse, mother, father, stepparents, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, stepchildren, sister, brother, stepbrother, stepsister, and individuals living within the faculty/staff member's household. [\[Formerly USY.V.A.18.2\]](#)

4.14.3 Other relatives include grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, grandson, granddaughter, uncle, spouse's uncle, aunt, spouse's aunt, nephew, spouse's nephew, niece, spouse's niece, great uncle, spouse's great

uncle, great aunt, spouse's great aunt, first cousin, spouse's first cousin. [Formerly USY.V.A.18.3]

4.14.4 Additional Time Off. If additional time off is necessary due to the death of a family member, special arrangements may be made to permit the employee to use vacation time or take time off without pay. [Formerly USY.V.A.18.4]

4.14.5 Documentation supporting the use of bereavement leave may be requested by the immediate supervisor or Human Resources Office. [Formerly USY.V.A.18.5]

5. ~~Benefits Eligibility—Non-Status Employment~~ Benefits Available to Adjunct Faculty and Staff. ~~Non-Status employees are covered by workers' compensation, unemployment compensation, liability insurance coverage, and the social security benefits program, unless otherwise specified.~~ Adjunct faculty and staff are eligible to enroll in the benefit plans outlined below. [Formerly USY.V.A.3]

5.1 Medical Plan.

5.2 ~~Non-Status Defined Contribution Retirement Plans – TIAA/CREF and Fidelity Participation (Employee Contribution Only)~~ Faculty and staff may make contributions to one or both of USNH's defined contribution plans on a tax-deferred basis through payroll deductions. There is no employer contribution. [Formerly USY A.7.2.8]

5.2.1 Standard Contribution Level. The standard contribution level provides for the employee to contribute 6%. [Formerly USY A.7.2.8.1]

5.2.2 Alternate Contribution Level. The alternate contribution level provides for the employee to contribute 2.5%. [Formerly USY A.7.2.8.2]

6. Benefits ~~Continuation~~ Following Termination ~~or Retirement~~. [Formerly USY A.8]

6.1 Last Day of Benefits Coverage. When a faculty or staff member terminates, the last day of active service is considered the benefits termination date. Active service is exclusive of any type of paid or unpaid leave (including sick, vacation, or Earned Time) as well as non-work periods for flex-year employees and academic year faculty. [Formerly USY.A.4.8.1]

6.1.1. Exception. The last day of benefits coverage may be extended for academic year faculty when the faculty member performs service to the institution outside the established academic year dates and when that service does not result in supplemental compensation. Approval for this arrangement must be given by the Chief Academic Officer. [Formerly USY.A.4.8.1.1]

6.2 Medical and Dental Benefit Continuation. The Consolidated Omnibus Benefits Reconciliation Act (COBRA) is the federal law that provides faculty and staff members who lose their medical and/or dental coverage the opportunity to purchase that coverage as described in USY A.4.8.2.2 [Formerly USY.A.4.8.2]

6.2.1 Eligibility. All faculty and staff members covered by the USNH's medical and/or dental plan are entitled to elect to remain covered by the plan(s) at their own expense and without proof of good health after coverage would otherwise terminate. [Formerly USY.A.4.8.2.1]

6.2.2 Description. Coverage may be continued for up to 18 months following a qualifying event such as voluntary or involuntary loss of employment (~~except for gross misconduct~~) and for up to 36 months following death, divorce or legal separation from a covered faculty/staff member. Coverage may also be continued for a dependent child no longer eligible under the terms of the plan(s). [Formerly USY.A.4.8.2.2]

6.2.3 Faculty/Staff Member Responsibility. In order to continue coverage, the faculty/staff member must notify the USNH, or its designee, as soon as possible, but in no case may it be later than 60 days from the date of the qualifying event. Specific details regarding COBRA's terms and conditions are outlined in the medical and dental plan descriptions. [Formerly USY.A.4.8.2.3]

6.2.3 Survivors -- Deceased Faculty/Staff Member. The spouse and dependent children of a deceased faculty/staff member will be provided with continuation of USNH's contribution to the medical and dental plan for up to six months from the date of death. After the six months have expired, the surviving spouse and dependent children will be offered the opportunity to continue coverage under COBRA. [Formerly USY.A.4.8.3]

~~**8.3** Leaves Without Pay. USNH will continue its own benefits contributions for up to 90 days for an Operating staff member on a leave of absence without pay. For a Faculty/PAT staff member on a leave without pay, USNH will continue its own contributions for up to 120 days. See USY V.A.21 for more details. [Formerly USY.A.8.3]~~

6.3 Flexible Spending Accounts.

6.3.1 The deadline to incur FSA expenses is the last day of employment, and the deadline to submit claims is 90 days from the termination date

6.4 Health Reimbursement Accounts.

6.4.1 The deadline to incur expenses against the HRA is 18 months from last day of employment. After 30 days, there is an administrative fee charged to the HRA balance. The deadline to submit claims is 90 days from the end of the 18-month coverage period.

6.5 Tuition Benefit. A faculty or staff member who terminates during a semester, in which the educational benefit is being used, shall be responsible for a pro-rated portion of the benefit provided to the employee, spouse and/or dependent children. See [USY V.A.4.7.5](#) and [USY V.F.11.4.12](#). [Formerly USY.V.A.9.5]

6.6 Life Insurance.

7. Benefits Following Retirement

7.1 Normal Retirement Age. The USNH considers age 65 as the "normal retirement age" in accordance with the retention of this age by the Social Security Administration as the age for retirement. Its only purpose is to provide a reference point for faculty and staff in their retirement considerations. USNH faculty and staff may be considered to be "retirees" as defined in

employment policy ([USY V.C.9.2](#)). In addition any police officer who retires at age 45 or older with 20 years of service as a full-time certified law enforcement officer or at age 60 or older with three years of such service will be considered a "retiree." [Formerly USY.A.7.5]

7.2 Social Security [Formerly USY.A.7.1]

7.2.1 Full benefits ~~under the federal Social Security Program~~ are available at age 65 ~~or other federally mandated age~~, but may begin on a reduced basis as early as age 62. [Formerly USY.A.7.1]

7.2.2 Eligibility. To qualify for Social Security benefits a faculty/staff member must have contributed for a minimum number of covered years as defined by the Social Security Administration. Faculty/staff members should contact a local Social Security Office at least three months prior to retirement to discuss benefits and make arrangements to receive them. [Formerly USY.A.7.1]

7.3 Retirement Income from USNH Sponsored Retirement Plans. Retirement income benefits are subject to IRS regulations. [Formerly USY.A.7.2.9]

7.3.1 Benefits may begin any time after the faculty/staff member fully retires or terminates his/her employment or as described in [USY V.A.7.2.9.2](#). [Formerly USY.A.7.2.9.1]

7.3.2 ~~Income from USNH Defined Contribution Retirement Accounts – TIAA/CREF and Fidelity.~~ Faculty and staff must contact the vendors to discuss options for retirement account fund distribution.

7.3.3 ~~Income from~~ Defined Benefit Plan. The University System of New Hampshire maintains a defined benefit plan called the Operating Staff Retirement Plan for those staff members who joined the plan prior to January 1, 1987. [Formerly USY.A.7.3]

7.4 Medical Coverage for Retirees Age 62 through age 65 and for full-time certified police officers [Formerly USY. A.7.7]

7.4.1 All faculty/staff members who meet the qualifications of a USNH ~~retiree definition of retiree~~ (see section [USY V.C.9.2](#) for definition) ~~and are enrolled in a USNH medical plan for one year prior to retirement and wish to retire,~~ may continue coverage per University System guidelines until they are eligible for Medicare coverage at age 65. ~~Coverage may be continued whether or not the retiree had previously selected ARC or the Medicare Complementary Plan.~~ [Formerly USY.A.7.1.1]

7.4.2 In order to maintain medical coverage per University System guidelines, effective 1/1/06, retiring faculty/staff members will pay the same premium contributions as active employees up to a maximum period of three years. [Formerly USY A.7.7.2]

7.4.2.1 Spouse, ~~civil union partner, or domestic partner (as defined by USNH)~~ who is eligible under the hardship exception, and/or dependent coverage. ~~If~~The faculty/staff member ~~is~~ ~~must be~~ covering a spouse, ~~civil union partner, or domestic partner~~ under her/his medical plan ~~at retirement in order for them to be eligible for continued coverage.~~ [Formerly USY. A.7.4.3.2] Coverage for family members ends on the same date as coverage for an employee ends. (See USY A.7.5 and A.7.6 below.) [Formerly USY A.7.7.2]

7.4.3 USNH police officers may be eligible for medical coverage between the ages of 45 and 62 as defined and approved by the Board of Trustees. Officers retiring at age 62 or after will be eligible to select either the same medical plan, coverage and contributions as all other

employees retiring at age 62 or later, or the USNH police officer medical retirement plan. [Formerly USY.A.7.7.3]

7.5 Medical Coverage for Retirees Over Age 65 with the Additional Retiree Contribution (ARC). The ARC contribution was implemented to provide funds for retirees to purchase a medical plan to supplement Medicare, which takes affect the first of the month in which a retiree attains age 65. There is no option for USNH medical coverage for faculty/staff under ARC, except for those subject to COBRA provisions. [Formerly USY A.7.7.2]

7.5.1 Coverage for family members ends on the same date as coverage for an employee ends. [Formerly USY A.7.7.2]

7.6 Medical Coverage for Retirees Over Age 65 with the Medicare Supplemental Complementary Plan [Formerly USY.A.7.4.3]

7.6.1 Eligibility. In 1994 benefits-eligible faculty/staff members hired prior to 6/30/1994 had the opportunity to choose an additional 1% retirement contribution (ARC) or the Medicare Supplemental Complementary Plan. Only those who selected the Medicare Supplemental Complementary Plan at that time are eligible for the plan at retirement. In order to meet the USNH definition of a retiree, ~~employees~~ faculty/staff in this plan begin accumulating years of service toward this benefit starting at age 52. ~~Employees~~ Faculty/staff must meet all of the ~~above~~ criteria of a retiree as defined in [USY V.C.9.2](#) and ~~prior to retirement~~ be participating in a USNH medical program ~~prior to retirement~~. [Formerly USY.A.7.4.3.1]

7.6.2 Spouse, civil union partner, or domestic partner (~~as defined by USNH~~) who is eligible under the hardship exception, and/or dependent coverage. ~~If~~The faculty/staff member ~~is~~ must be covering a spouse, civil union partner, or domestic partner under her/his medical plan at retirement in order for them to be eligible for continued coverage. [Formerly USY. A.7.4.3.2]

7.6.2.1 If a spouse, civil union partner, or domestic partner is age 65 or older, s/he will be transitioned to the USNH Medicare Complementary Plan. [Formerly USY. A.7.4.3.2]

7.6.2.2 If spouses, civil union partners, ~~USNH defined~~ domestic partners, and/or dependents of retirees are less than age 65 and are eligible for coverage after faculty/staff members reaches age 65, beyond the three years, the faculty/staff member will contribute 50% of the total cost of the coverage. Any faculty or staff member who retires on or before December 31, 2006, will not be subject to the increase in contribution rate but will continue to pay the normal active employee rates. [Formerly USY. A.7.4.3.2]

7.6.2.3 In the event the retiree dies, the spouse, civil union partner, or domestic partner may continue in the Medicare Supplemental Plan for the rest of her/his life or until remarriage or the establishment of a new USNH-defined domestic partnership. [Formerly USY. A.7.4.3.2.1]

7.6.2.4 If the faculty/staff member who chose the Medicare Complementary Plan is over age 52 and has at least 10 years of service and dies either while on active service or while on an approved early retirement plan, long-term disability, or chronic worker's compensation, her/his spouse, civil union partner, or domestic partner is still eligible for the Medicare Complementary Plan at age 65, unless made ineligible by remarriage or the establishment of a new civil union or domestic partnership. The spouse, civil union partner, or domestic partner will not be required or eligible to be a participant in a USNH medical program, as required in [USY V.A.7.4.3.1](#), prior

to being eligible for the Medicare Complementary Plan. [Formerly USY.A.7.4.3.2.2]

7.6.2.5 In the event a spouse, **civil union partner, or domestic partner** of a retiree covered by the Medicare **Supplemental Complementary** Plan dies, the retiree is not permitted to add a new spouse or domestic partner to the plan. [Formerly USY.A.7.4.3.3]

7.7 Retirees with Additional Retiree Contribution Guarantee

7.7.1 Eligibility. In 1994 benefits-eligible faculty/staff members hired prior to 6/30/1994 had an opportunity to choose an additional 1% retirement contribution or the Medicare Complementary Plan. Those who chose no retiree medical coverage had a guarantee of a minimum of \$10,000 in their ARC account at retirement. The campus Human Resources Office has information concerning the individual application of this ARC guarantee to a faculty/staff member and information is posted on the USNH HR web site. [Formerly USY.A.7.4.1]

All highlighted information below moved to the USNH HR web site

7.7.2 Minimum Guarantee. Faculty/staff members who selected ARC under the transition plan will be eligible for a minimum guarantee of \$10,000 in USNH contributions upon attainment of age 62 with 20 years of creditable service. In order to be eligible for the minimum guarantee, the faculty/staff member must be retiring from USNH. The minimum guarantee will be increased by \$1,000 for each full year of creditable service in excess of 20 years. [Formerly USY.A.7.4.2.1]

7.7.2.1 Faculty/staff members who are at least age 62 with 10 or more years of service as of 6/30/94 will be eligible for the minimum guarantee after 10 years of creditable service; however, the additional \$1,000 per year will not apply until the faculty/staff member has completed 20 years of service. [Formerly USY.A.7.4.2.1.1]

7.7.2.2 Faculty/staff members selecting ARC under the transition plan will have a guarantee that his/her spouse will receive \$10,000, or the fund accumulation, whichever is greater, in case of the death of the employee before retirement. [Formerly USY.A.7.4.2.2.2]

7.7.2.3 A flex year employee's creditable service will be prorated, i.e. based on actual time worked, when calculating eligibility for the minimum guaranteed benefit. [Formerly USY.A.7.4.2.1.3]

7.7.2.4 For the purpose of calculating years of creditable service towards the minimum guarantee, the current USNH policy on employment breaks ([USY V.C.10](#)) will apply. [Formerly USY.A.7.4.2.1.4]

7.7.2.5 The minimum contribution guarantee will be reviewed by USNH every three years. [Formerly USY.A.7.4.2.1.5]

7.8 Flexible Spending Accounts.

7.8.1 The deadline to incur FSA expenses is the last day of employment, and the deadline to submit claims is 90 days from the termination date.

7.9 Health Reimbursement Accounts.

7.9.1 The deadline to incur expenses against the HRA is 18 months from last day of employment. After 30 days, there is an administrative fee charged to the HRA balance. The deadline to submit claims is 90 days from the end of the 18-month coverage period.

8. Benefits Following End of Service Due to Disability

8.1 Long-term Disability [Formerly USY.A.15]

8.1.1 Eligibility. All status faculty and staff who enroll in the long-term disability plan are eligible to apply for the benefit (see [USY V.A.5](#)). An individual may not receive long-term disability income concurrently with income from a USNH retirement plan, Separation Incentive Plan or a USNH Early Retirement Plan. [Formerly [USY.A.15.1](#)]

8.1.2 Description. If a faculty or staff member is approved for long-term disability, the plan provides income, as described in the flexible benefit plan choices and coordinated with Social Security and worker's compensation payments as applicable, and continues certain benefits as outlined in [USY V.A.15.4](#). A faculty or staff member who is unable to work her/his regular schedule for an extended period (more than six months) due to an illness or injury may apply through the System Human Resources Office to the disability insurance carrier for the benefit. The carrier makes the determination whether medical documentation supports an individual's inability to work, based on the plan's provisions. [Formerly [USY.A.15.2](#)]

8.1.2.1 Waiting period. There is a six-month waiting period from the onset of a disabling illness or injury that requires the individual's absence from work until the beginning of long-term disability income. After a three-month absence from work, a faculty or staff member must apply to the System Human Resources Office for the long-term disability benefit. During the waiting period, salary continuance is dependent on applicable leave policies. (See Earned Time/Sick Pool, [USY V.A.11](#); Sick Leave, [USY V.A.13](#); Interim Disability Leave, [USY V.A.14](#)). [Formerly [USY.A.15.2.1](#)]

8.1.3 Position Status. A faculty or staff member's position is held for a time period not to exceed the six-month waiting period, except in cases of worker's compensation. When a faculty or staff member is placed on long-term disability, the individual's position is no longer held. While his/her employment is terminated, certain benefits may continue as outlined below. [Formerly [USY.A.15.3](#)]

8.1.4 Continuation of Benefits. When the former faculty/staff member is on long-term disability, the disability plan will contribute both the employer and employee contributions toward the regular retirement plan in which the individual is enrolled ([USY V.A.7](#)). According to the schedule below, the USNH will continue its contributions toward the faculty or staff member's medical, dental and group life insurance plans (subject to vendor approval) and continue tuition waivers for spouse and eligible children; however, the tuition waiver policy will not continue for the faculty or staff member's personal use. [Formerly [USY.A.15.4](#)]

8.1.4.1 Schedule.

Years of Service	Continuation Period for Benefits
Less than 5 years	Applicable COBRA provisions (18 months; 29 months if determined to be disabled under Title II or XVI of the Social Security Act)
5 years up to 10 years	1 year, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first
10 years up to 20 years	5 years, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first

20 years up to 25 years	10 years, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first
25+ years	Continuation until no longer disabled, no longer eligible for long-term disability or reaches retirement age, whichever comes first

Note: All continuation periods of coverage for medical and/or dental run concurrently with COBRA provisions. Employees with less than five (5) years of service are required to pay the full COBRA rate for continued coverage. Employees with five (5) or more years of service are required to pay contributions at the same level as active employees and **such contributions** are subject to change. [Formerly USY.A.15.4.1]

8.1.4.2 If the individual meets the requirements for a USNH retiree, he/she receives either retiree Medicare supplemental coverage through USNH or ARC (see [USY V.A.8](#)). [Formerly USY.A.15.4.2]

8.1.5 Reinstatement. If a former faculty or staff member is able to work following a period of long-term disability, the individual may apply for positions within USNH; and if re-hired, the individual shall receive credit for prior years of service as referenced in [USY V.C.10](#). [Formerly USY.A.15.5]

8.1.6 Retirement End of Disability Payments. When long-term disability income ends, the former faculty or staff member may elect to receive income according to his/her retirement plan. [Formerly USY.A.15.6]

8.1.6.1 If the individual has reached at least age 62, he/she may be considered a USNH retiree, if eligible, as defined in [USY V.C.9](#). [Formerly USY.A.15.6.1]

8.2 Workers' Compensation

8.2.1 Continuation of Benefits. **A status faculty/staff member will be eligible to continue applicable coverage under the USNH benefits program after 18 months according to the schedule below. [Formerly USY V.A.16.5] (Note: The campus Human Resources Office has the continuation of benefits schedule applicable to faculty/staff employed in status positions prior to 9/1/2002.)**

8.2.1.1 Schedule

Years of Creditable Service	Continuation Period for Benefits
Less than 5 years	Applicable COBRA provisions (18 months; 29 months if determined to be disabled under Title II or XVI of the Social Security Act)
5 years up to 10 years	1 year, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first
10 years up to 20 years	5 years, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first
20 years up to 25 years	10 years, or until no longer disabled, no longer eligible for long-term disability or reaches retirement age whichever comes first
25+ years	Continuation until no longer disabled, no longer eligible for long-term disability or reaches retirement age, whichever comes first

Note: All continuation periods of coverage for medical and/or dental run concurrently with COBRA provisions. Employees with less than five (5) years of service are required to pay the full COBRA rate

for continued coverage. Employees with five (5) or more years of service are required to pay contributions at the same level as active employees and are subject to change. [Formerly USY.A.16.5.3]

Sections to Be Moved to Employment

17. Family and Medical Leave Act (FMLA). This policy outlines the eligibility criteria for requesting a FMLA leave and the obligation of the institution and the faculty/staff member in order to comply with FMLA regulations.

17.1 Eligibility. To be eligible for leave under this policy a faculty/staff member (status or non-status) must have been employed within USNH for at least 12 months in total and must have worked at least 1,250 hours during the 12 month period preceding the commencement of the leave.

17.2 Definition. A family and/or medical leave of absence shall be defined as an approved absence available to eligible faculty/staff members for up to 12 weeks per year. A year is defined as a "rolling" 12 month period measured backward from the date a faculty/staff member uses any FMLA leave. Leave may be taken: Upon the birth of a faculty/staff member's child; upon the placement of a child with the a faculty/staff member for adoption or foster care; when a faculty/staff member is needed to care for a child, spouse, or parent who has a serious health condition; or when the faculty/staff member is unable to perform the essential functions of his/her position because of a serious health condition. (For military-related FMLA, see [USY V.A.17.8](#)).

17.2.1 In order to be considered for a FMLA leave, the faculty/staff member must notify her/his supervisor of the request for the leave and provide appropriate documentation to the Human Resources Office (see [USY V.A.17.4](#)).

17.2.2 In order to have the leave considered FMLA, the Human Resources Office makes the determination and must notify the faculty/staff member in writing within two days after the determination that the leave the faculty/staff member is currently taking or will be taking is considered to be FMLA leave. If the designation of FMLA leave is not made or notice given, the leave cannot be retroactive and cannot be applied after the faculty/staff member returns to work.

17.2.2.1 Exceptions. Notification can be done retroactively if the determination is made because medical documentation supporting FMLA was received by Human Resources after the faculty/staff member returned to work, or when Human Resources did not learn the reason for a faculty/staff member's leave until her/his return to work.

17.2.3 All requests which meet eligibility criteria will be granted for up to 12 weeks. In cases of absence from work which qualify under FMLA and are covered by other paid leave(s), such as workers' compensation or interim disability, the FMLA leave will be concurrent with the other paid leave(s) for a period of up to 12 weeks or for the duration of the other leave(s) if it expires prior to 12 weeks.

17.3 Conditions of Leave. USNH will require medical documentation sent to the Human Resources Office to support a claim for leave for a faculty/staff member's own serious health condition or to care for a seriously ill child, spouse or parent. Such documentation will be maintained in a separate file in the Human Resources Office and released only on a need-to-know basis. For the faculty/staff member's own medical leave, the documentation must include a statement that the employee is unable to perform the essential functions of the position. For leave to care for a seriously ill child, spouse, or parent, the medical documentation must include an estimate of the amount of time the

faculty/staff member is needed to provide care. At its discretion, USNH may require and pay for a second medical opinion and/or periodic documentation. If the first and second opinions differ, USNH (at its own expense) may require the binding opinion of a third health care provider approved jointly by USNH and the faculty/staff member.

17.3.1 Intermittent Leave. If medically necessary for a serious health condition of the faculty/staff member or the spouse, child or parent, leave may be taken on an intermittent or reduced service schedule. If leave is requested on this basis, however, the USNH may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent base salary rate and benefits.

17.3.2 In cases of leave for the faculty/staff member's own illness/injury, the faculty/staff member will be required to use established/accrued paid leave policies (includes any leave accrued during an FMLA Leave); however, the faculty/staff member has the option to retain up to the equivalent of 10 Earned Time/vacation days.

17.3.2.1 For status exempt faculty/staff, paid leave includes use of accrued sick leave, interim disability leave if applicable, then accrued vacation/personal leave (see [USY V.A.12-14](#)).

17.3.2.2 For status hourly staff, paid leave includes use of accrued Earned Time and Sick Pool (see [USY V.A.11](#)).

17.3.3 For leaves taken to care for family members, a faculty/staff member may use Family Leave for up to 10 days (see [USY V.A.11.5.10](#) for Earned Time use and [USY V.A.13.2.2](#) for vacation/personal leave use); further usage will require that the faculty/staff member use accrued Earned Time/vacation days; however, the faculty/staff member has the option to retain up to the equivalent of 10 Earned Time/vacation days.

17.3.4 The mandatory use of accrued leave time is not applicable if the absence is due to a workplace injury/illness and is compensated under workers' compensation. However, per [USY V.A.16.3.1](#), an employee may elect to supplement workers' compensation with accrued leave.

17.4 Responsibility. The component institutions shall adopt such institutional procedures as are necessary to meet the administrative requirements of this USNH policy.

17.4.1 Faculty/Staff Member's Responsibility. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the faculty/staff member must provide 30 days notice. Appropriate documentation (e.g., physician's statements and adoption papers) must be included with the request and sent to the Human Resources Office. In cases of illness, the faculty/staff member will be required to report periodically to Human Resources on his or her leave status and intention to return to work.

17.4.1.1 Reinstatement. Faculty/staff members must notify their immediate supervisor and the Human Resources Office 30 days prior to the expiration of the leave of intent to return to work.

17.5 Benefits During Leave. (Applicable to faculty/staff members participating in a medical and/or dental plan prior to leave.)

17.5.1 Duration of Leave. USNH will continue its usual level of contribution to the staff member's benefits for the duration of the 12-week period. For those benefits that require employee contributions, the faculty/staff member will be billed for that portion of the premium.

17.5.2 Benefits eligible faculty and staff members on an unpaid Family and Medical leave do not accumulate vacation/personal leave, sick leave or Earned Time and are not eligible to receive

compensation for jury duty, bereavement leave, holidays, short-term military leave or tuition waiver benefits for themselves. (See Leave Without Pay policy, [USY V.C.16.3](#))

17.5.3 Failure to Return from Leave (or returns, but fails to stay 30 calendar days). In the event that a faculty/staff member elects not to return to work, or returns but fails to stay 30 calendar days upon completion of an approved paid and/or unpaid leave of absence, USNH may recover the cost of any payments made to maintain the employee's benefit coverage, unless the failure to return to work was for reasons beyond the faculty/staff member's control.

17.6 Collective Bargaining Agreements. All provisions of this policy shall prevail except as modified by any applicable collective bargaining agreements.

17.7 Compassionate Donation Program.

17.7.1 Definition. A USNH institution may establish a compassionate donation program which provides a means for status employees who earn vacation leave or Earned Time to voluntarily and anonymously donate annual leave or Earned Time to another employee whose absence from work qualifies under the Family Medical Leave Act and who has exhausted, or will exhaust, her/his applicable paid leave time. Compassionate time donations do not apply to intermittent FMLA situations. Days contributed are donated directly to an employee, not to a leave bank. While the maximum total leave period for an employee is six months, the maximum donated time is 20 days (150 hours for staff working 37.5 hours per week/160 hours for those working 40 hours per week). This donated time is converted to the monetary value of the receiver's hourly or daily rate for the hours/days donated, and is not considered earnings for purposes of benefit deductions. This program will be coordinated by the campus Human Resources Office and may include the establishment of a campus oversight committee. Confidentiality of medical information for those receiving donated days will be maintained.

17.7.2 Other conditions. The role of the institution is to facilitate the administration of the compassionate donation program, not to encourage or discourage participation in the program, nor disseminate information about those employees in need of donations of time. No employee may coerce, threaten, intimidate, or promise financial benefits for donations of leave time.

17.7.3 Eligibility. Eligibility for receiving or giving donated time will apply to any status employee who earns vacation leave or Earned Time and whose situation is such that her/his FMLA absence from work is anticipated to be a minimum of 30 calendar days, including a minimum of five days of the 30 which would be unpaid leave, and the employee is planning to return to work for at least 30 calendar days following the FMLA leave. The number of compassionate donation hours/days an employee may receive per 12-month period will be limited to 20 work days per 12-month period. If otherwise eligible, employees are not eligible for compassionate donations if: (1) they are receiving USNH disability or Workers' Compensation benefits, (2) they are on a probationary status due to attendance issues, or (3) the leave is due to pregnancy without medical complications or adoption.

17.7.4 Donations of Time. Operating Staff may donate Earned Time in minimal increments of 4 hours from their Earned Time accrual, and exempt staff may donate vacation/personal time in minimal increments of 0.5 days from their vacation/personal leave accrual. No Sick Pool or sick leave may be donated. After donating leave, a donating employee must have a minimum balance of one week (e.g. 37.5 or 40 hours/5 days) of Earned Time/vacation time. Time may be donated to a status employee in any department and status employee type covered by this policy. Donated time does not count towards minimum usage requirements. Donations may be made to more than one employee. Each campus will determine a maximum donation per employee, not to exceed 12 days (90/ 96 hours) of Earned Time/vacation time in total per fiscal year, with the maximum pro-rated for percent-time employees. A campus may establish provisions for allowing retroactive donations, provided the donations are made no more than thirty days after the employee's return to work. No compassionate donations may be made outside the employee's home institution.

17.7.5 Use of Donated Compassionate time. An employee receiving compassionate donations will not accrue Earned Time/vacation/personal/sick time on compassionate donation time days. The recipient's home department will pay the cost of the employee's salary that is covered by compassionate donations. Compassionate donations do not delay the formal start of an unpaid leave of absence for the recipient. Use of compassionate donations cannot extend beyond the end of the employee's appointment period.

17.7.6 Reporting. The institution shall establish a process to ensure that the donor and recipient time/leave are correctly recorded on appropriate time cards/leave records.

17.7.7 Termination of Leave. An employee's use of compassionate donation time ends when one or more of the following occur: the employee returns to work; the maximum amount of compassionate donation has been used; medical documentation for the employee, spouse, child, or parent releases the employee to return to work; the employee terminates employment; there are no more donations of leave time to the employee.

17.8 Military-Related FMLA Leave. FMLA leave approved for a faculty/staff member to (1) care for a member of the US Armed Forces who incurred a serious injury or illness in the line of duty while on active duty in the US Armed Forces; or to (2) deal with a "qualifying exigency" arising out of a family member's active duty service or call to active duty in the US Armed Forces; or any combination of the two, is considered military-related FMLA leave.

17.8.1 Eligibility. To qualify for a military-related FMLA leave, the faculty staff member must be eligible for FMLA leave (see [USY V.A.17.1](#)) and must be the spouse, parent, child, or "next of kin" (nearest blood relative) of a member of the US Armed Forces, including the National Guard and Reserves.

17.8.2 In order to be considered for a FMLA leave, the faculty/staff member must notify her/his supervisor of the request for the leave and provide appropriate documentation to the Human Resources Office (see [USY V.A.17.4](#)).

17.8.3 All requests which meet eligibility criteria will be granted for up to 12 weeks for "qualifying exigency" leave and for up to 26 weeks for leave to care for a member of the US Armed Forces. The combination of FMLA leave that includes leave to care for a family member in the US Armed Forces and other types of FMLA leave may not exceed 26 weeks in a 12-month period.

17.8.4 During such leave, a faculty/staff member may use Family Leave for up to 10 days (see [USY V.A.11.5.10](#) for Earned Time use and [USY V.A.13.2.2](#) for vacation/personal leave use); further usage will require that the faculty/staff member use accrued Earned Time/vacation days; however, the faculty/staff member has the option to retain up to the equivalent of 10 Earned Time/vacation days.

17.8.5 Responsibilities during FMLA leave. See [USY V.A.17.4](#)

17.8.6 Conditions of FMLA leave to care for a family service member with a serious injury or illness. Such leave may extend up to 26 weeks in a twelve-month period. Medical documentation to support the leave request must be sent to the Human Resources Office. Such documentation will be maintained in a separate file in the Human Resources Office and released only on a need-to-know basis.

17.8.6.1 Benefits During Leave. (Applicable to faculty/staff members participating in a medical and/or dental plan prior to leave.)

17.8.6.1.1 Duration of Leave. USNH will continue its usual level of contribution to the staff member's benefits for the duration of the 26-week period. For those benefits that require employee contributions, the faculty/staff member will be billed for that portion of the premium.

17.8.6.1.2 Benefits-eligible faculty and staff members on an unpaid Family and Medical leave do not accumulate vacation/personal leave, sick leave or Earned Time and are not eligible to receive compensation for jury duty, bereavement leave, holidays, short-term military leave or tuition waiver benefits for themselves. (See Leaves Without Pay policy, [USY V.C.16.3](#))

17.8.7 Conditions of FMLA leave due to "qualifying exigency" arising from a family member's active duty or call to active duty service in the military. ***[Policy will be developed when Federal regulations are provided.]***

17.9 Collective Bargaining Agreements. All provisions of this policy shall prevail except as modified by any applicable collective bargaining agreements.

19. Jury Duty and Witness Leave

19.1 Description. A faculty or staff member will be granted Jury Duty Leave with pay for the purpose of serving on a jury or as a subpoenaed witness. A faculty or staff member subpoenaed for jury duty or as a witness must notify their supervisor as soon as possible to allow the department to make arrangements to accommodate the absence. A faculty or staff member suffers no loss of annual leave, earned time or other benefits during the period of a leave of absence for jury duty.

19.1.1 Process. The absence will be approved only for the period required for jury service or as a subpoenaed witness. A copy of the summons to serve on a jury or subpoena to appear as witness must be presented to the supervisor in advance of the service. Faculty/staff members are expected to report for work at those times when service on the jury or as a subpoenaed witness is not required. At the completion of jury duty or service as a witness, the supervisor must be furnished with evidence of jury service or service as a witness for the time claimed.

19.1.2 Pay Status. The University System will pay the difference between the individual's regular budgeted salary and jury duty pay or subpoenaed witness fee (not including reimbursement for expenses) during the period of service. As an alternative, the individual serving may receive full pay for the period of service by remitting to the institution the compensation received from the court (not including reimbursement for expenses).

19.2 Crime Victim Policy

19.2.1 Description. In compliance with NH RSA 275:61 a faculty or staff member (status or non-status) will be granted leave time to attend court or legal/investigative proceedings associated with the prosecution of a crime in which the faculty or staff member was a victim or the faculty/staff member is an immediate family member of a victim.

19.2.1.1 Victim is defined as a person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of a crime or attempted crime.

19.2.1.2 Immediate family is defined in the statute as father, mother, stepparent, child, stepchild, sibling, spouse, grandparent or legal guardian of the victim. For purposes of this policy, immediate family is extended to any person residing in the same household with the victim.

19.2.2 Process. The absence will be approved only for the period required for court or legal/investigative proceedings, inclusive of travel time. Documentation concerning hearings or procedures which require the faculty/staff member's presence shall be provided to the supervisor or

Human Resources in advance for verification, not for retention. Confidentiality regarding the information will be maintained.

19.2.3 Pay Status. If a status faculty/staff member is the victim, s/he may use up to 10 (ten) days of accrued Sick Leave or up to 75 or 80 hours of Sick Pool (without the prerequisite use of 5 Earned Time days) to cover absences due to crime victim proceedings. In the case where the victim is an immediate family member, a status faculty/staff member may choose to access up to 10 days of Family Medical Leave (see [USY V.A.11.5.10](#) for Earned Time use and [USY V.A.13.2.2](#) for Vacation/Personal leave use) to cover the absences. If more time is required, the faculty/staff member may use accrued Vacation/Personal time or Earned Time, or request leave without for the periods of absence.

19.2.4 Retaliation against anyone who uses a crime victim leave of absence is strictly prohibited.

21. Leaves Without Pay [Changed. See [USY V.C.16](#)]

Move to Employment Section

Notification of Intent to Retire

7.6 Notification of Intent to Retire. In order to provide a smooth transition from active employment to retirement status, faculty and PAT staff members are expected to provide a minimum of 120 days, and Operating Staff members are expected to provide 60 days written notice to their department, campus Human Resources Office and the USNH Benefits Office indicating the date on which they plan to retire. [\[Formerly USY.A.7.6\]](#)

Retirement Transition

7.2.9.2 A faculty/staff member age 59½ or older who wishes to begin payment from his/her regular USNH retirement income funds while continuing to be employed on a reduced basis in a status position may do so only with appropriate departmental dean/director and institutional approval under the conditions described below. Unless otherwise defined by campus policy, institutional approval shall mean approval by the appropriate Vice President (or equivalent) for the area.

Benefit contributions during the reduced appointment time are based on the percentage of the reduced appointment. For appointments reduced below 75% time, see USY V.A.2.3 and 2.4. The faculty/staff member remains subject to USNH policies, including performance requirements and reduction in force policies. Campus policies may also apply. [\[Formerly USY.A.7.2.9.2\]](#)

7.2.9.3 Reduction in service (of any amount) and selected retirement date up to two years in the future.

A faculty/staff member may reduce his/her appointment to any percent time, for up to two and one-half years, and submit a retirement date no more than two and one-half years after the date of the reduced appointment. [\[Formerly USY.A.7.2.9.3\]](#)

7.2.9.3.1 Reduction to 50% time or less service and selected retirement date up to five years in the future.

A faculty/staff member who wishes to reduce his/her appointment to 50% time or less may submit a request for a retirement date no more than five years from the beginning date of the reduced appointment. [Formerly USY.A.7.2.9.3.1]