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**1. Purpose.** To set forth the regulations and procedures for the implementation of the University's Employee benefit programs.

**2. Definition.** For the purpose of Employee benefits the following definition applies:

**2.1 "Holiday"** means an officially observed day on which the University is closed, normally coinciding with a national holiday.

**3. Holidays.** All University operations, except for essential operations and emergency situations, shall be closed for the following holidays:

Independence Day, July 4;

Labor Day, 1st Monday in September;

Thanksgiving Day, 4<sup>th</sup> Thursday in November;

The Friday following Thanksgiving Day;

Christmas Day, December 25<sup>th</sup>;

New Year's Day, January 1;

Martin Luther King, Jr. Day, 3<sup>rd</sup> Monday in January; and,

Memorial Day, Last Monday in May.

### **3.1 Eligible Employees.**

**3.1.1 Employees eligible to receive paid holidays** are those who:

- Are employed in a position authorized to work .5 or greater FTE and who are not teaching faculty; or,
- Have faculty rank and twelve month contracts of .5 or greater FTE.

**3.1.2 Temporary, seasonal, and Student Employees** shall not be eligible.

**3.1.3 The number of paid holidays shall be the same** for all eligible Employees.

- Employees are not entitled each year to more than the officially designated University holidays;
- Pay for each holiday shall be prorated based on the FTE of the Employee's appointment, but shall not exceed 8 hours; and,
- Employees on unauthorized leave without pay on the business day preceding the holiday shall not receive pay for the holiday.

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**3.2 Christmas Day Observance.** When Christmas falls on a Saturday or Sunday, the following Monday will be the observed holiday.

**3.3 New Year's Day Observance.** When New Year's falls on a Saturday or Sunday, the preceding Friday will be the observed holiday.

**3.4. Independence Day Observance.** When Independence Day falls on a Saturday, the preceding Friday will be the observed holiday. When Independence Day falls on a Sunday, the following Monday is observed as a holiday.

**3.5 Additional Holidays.** Except for necessary operations and emergencies, all University operations shall be closed the days between Christmas and New Year's Day. Two of the days shall be paid holidays when there are three working days during the closed period. There will be three paid holidays when there are four working days. Employees wishing to be paid for the remaining day must use earned personal leave.

**3.5.1 Winter holiday 1 will be observed on** the first working day following the Christmas Day holiday.

**3.5.2 Winter holiday 2 will be observed on** the second working day following the Christmas Day holiday.

**3.5.3 Winter holiday 3, if in effect, will be observed on** the fourth working day following the Christmas Day holiday.

**3.6 Additional Holiday Closing Schedule.** The closing schedule for the 10 year period beginning 2013 follows.

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
<b>Christmas</b>	Wed. 12/25	Thurs. 12/25	Fri. 12/25	Mon. 12/26	Mon. 12/25	Tues. 12/25	Wed. 12/25	Fri. 12/25	Mon. 12/27	Mon. 12/26
<b>Winter Holiday 1</b>	Thurs. 12/26	Fri. 12/26	Mon. 12/28	Tues. 12/27	Tues. 12/26	Wed. 12/26	Thurs. 12/26	Mon. 12/28	Tues. 12/28	Tues. 12/27
<b>Winter Holiday 2</b>	Fri. 12/27	Mon. 12/29	Tues. 12/29	Wed. 12/28	Wed. 12/27	Thurs. 12/27	Fri. 12/27	Tues. 12/29	Wed. 12/29	Wed. 12/28
<b>Personal Leave</b>	Mon. 12/30	Tues. 12/30	Wed. 12/30	Thurs. 12/29	Thurs. 12/28	Fri. 12/28	Mon. 12/30	Wed. 12/30	Thurs. 12/30	Thurs. 12/29
<b>Winter Holiday 3</b>	Tues. 12/31	Wed. 12/31	Thurs. 12/31	Not Req'd	Fri. 12/29	Mon. 12/31	Tues. 12/31	Thurs. 12/31	Not Req'd	Fri. 12/30
<b>New Year's</b>	Wed. 1/1	Thurs. 1/1	Fri. 1/1	Fri. 12/30	Mon. 1/1	Tues. 1/1	Wed. 1/1	Fri. 1/1	Fri. 12/31	Mon. 1/1

**3.7 Work on Holiday.** If an Employee is required to work on a University-observed holiday, the Employee shall be compensated for each hour worked.

**4. Personal Leave.** The University's paid personal leave accrual plan enables eligible Employees in a pay status to earn paid absences from their job.

**4.1 Eligible Employees.** Employees eligible to receive paid personal leave shall be those who:

- Are employed in a position authorized to work .5 or greater FTE and who are not teaching faculty; or,
- Have faculty rank and twelve month contracts of .5 or greater FTE.

**4.1.1 Temporary, seasonal, and Student Employees** shall not be eligible.

**4.2 Management Approval and Responsibility.**

**4.2.1 Leave requests are subject to approval** by the Employee's supervisor. Approval will be based upon management's rights and responsibilities to plan and control work schedules.

**4.2.2 It shall be the responsibility of the Department Head** to ensure Employee leave records are maintained and accurately reported.

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**4.3 Pay Upon Employment Termination.** Payment for accrued personal leave shall be made to individuals whose employment ends.

**4.4 Earning Personal Leave—General.**

**4.4.1 Years of service includes all previous years of service** in a benefits eligible status whether or not employment has been continuous.

**4.4.2 Eligible Employees in a pay status less than a full pay period will earn a** prorated amount of leave. The amount is based on the number of hours worked.

**4.4.3 Non-reoccurring overtime hours, overload,** or other extra work hours do not affect personal leave hours earned in a pay period.

**4.5 Earning Personal Leave.** Years of service for personal leave shall include all previous years of service in a benefits eligible status whether or not employment has been continuous. Full-time eligible Employees earn personal leave as indicated below:

**4.5.1 Tier I – Exempt Employees** who hold the title of President, Vice-President, University Counsel, Executive Director of Enrollment Management, Equal Opportunity Director, Director of Athletics, Special Assistant to the President, Major Academic Unit Dean, or those who have Faculty rank with twelve month contracts shall accrue leave as follows:

Years of Service	Earned Per Year	Maximum Accrual
Less than 15	168 Hours	208 Hours
15 or more	192 Hours	232 Hours

**4.5.2 Tier II:** Exempt Employees who hold the title of Associate Vice-President (non-Faculty) or CIO-Director of ITS shall accrue leave as follows:

Years of Service	Earned Per Year	Maximum Accrual
Less than 10	144 Hours	184 Hours
Less than 15	168 Hours	208 Hours
15 or more	192 Hours	232 Hours

**4.5.3 Tier III:** Other Exempt and all Non-Exempt Employees shall accrue leave as follows:

Years of Service	Earned Per Year	Maximum Accrual
Less than 5	120 Hours	160 Hours
Less than 10	144 Hours	184 Hours
Less than 15	168 Hours	208 Hours
15 or more	192 Hours	232 Hours

**4.6 Personal leave accrual** for Non-Exempt employees is based on hours worked up to a maximum of 80 hours per pay period. Personal Leave accrual for Exempt employees is based on authorized hours of work per pay period. Accruals will be prorated if total hours worked are less than the pay maximum.

#### **4.7 Reporting Personal Leave.**

**4.7.1 Exempt full-time Employees shall report** personal leave in 4 hour increments. Absences of less than 4 hours need not be reported.

**4.7.2 Non-Exempt Employees shall report** personal leave usage in 15 minute increments. Absences of less than 15 minutes need not be reported.

**4.7.3 Holidays and other non-work days are not** counted as personal leave days.

**5. Sick Leave.** The University's paid sick leave accrual plan enables eligible Employees in a pay status to earn paid absences from their job.

**5.1 Eligible Employees.** Employees eligible to receive paid sick leave shall be those who:

- Are employed in a position authorized to work .5 or greater FTE and who are not teaching faculty; or,
- Have faculty rank and twelve month contracts of .5 or greater FTE.

**5.1.1 Temporary, seasonal, and Student Employees** shall not be eligible.

#### **5.2 Earning Sick Leave.**

**5.2.1 The maximum number of hours an Employee may accrue is 1040.** The maximum accrual for eligible Employees authorized to work less than 1.0 FTE is prorated.

**5.2.2 Eligible Employees paid on a monthly basis shall accrue** a maximum of 8 hours of sick leave per pay period.

**5.2.3 Eligible Employees paid on a biweekly basis shall accrue** a maximum of 3.69 hours of sick leave per pay period.

**5.2.4 Hours of leave earned shall be based upon** contractual hours of work required. Eligible Employees in a pay status less than a full pay period will earn a prorated amount of leave. The amount is based on the number of hours worked.

**5.2.5 Employment longevity shall not be a factor** in determining sick leave accrual rates.

**5.2.6 No payment shall be made for accrued sick leave** upon termination of employment.

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**5.2.7 A former Employee returning to employment after an interruption of 5 years or less shall be given credit for sick leave accrued as of the date of previous employment termination. To receive the credit, the rehired Employee must be in a sick leave eligible status. The amount of accrued sick leave credited shall be based on the length of the employment interruption. Those Employees with an interruption of:**

- Less than one year shall be credited with 100%;
- One to 3 years shall be credited 50%; and,
- Three to 5 years shall be credited 25%.

**5.3 Reasons for Sick Leave.** Paid sick leave shall be granted because of:

- Scheduled appointments with recognized health care providers;
- The illness, pregnancy, termination of pregnancy or recovery there from, or other temporary disability of the employee; or,
- The illness, temporary disability, or death of extended family members.
- The death of an extended family member of an employee who is in his/her initial probationary period and who has not yet earned sufficient paid leave (sick or personal) to take paid time off. In this case, the employee may request up to 3 working days of sick leave. The request is subject to approval by the Department Head and respective Area Head with a copy to Human Resources.

**5.3.1 A medical certificate may be required** for any sick leave period. A fitness-for-duty certification may be required by the University prior to return to work.

**5.3.2 “Health care provider” means** any doctor of medicine, osteopathy, podiatry, dentistry, or optometry. It also means a clinical psychologist, clinical social worker, nurse practitioner, or nurse midwife. To meet this definition, the providers must be performing service within the scope of their practice as defined under state law. Christian Science practitioners and Chiropractors are health care providers to the extent defined under regulations issued by the U.S. Department of Labor.

**5.3.3 “Extended family members” means**

- Spouse;
- Children, step-children, and grandchildren;
- Parents, foster parents, step-parents, and parents-in-law;
- Siblings;
- Grandparents; or,
- Individuals related to the Employee by blood or marriage residing within the home of the Employee.

#### **5.4 Reporting Sick Leave Usage.**

**5.4.1 Exempt Employees shall report sick** leave in 4 hour increments. Absences of less than 4 hours need not be reported.

**5.4.2 Non-Exempt Employees shall report sick** leave usage in 15 minute increments. Absences of less than 15 minutes need not be reported.

**5.4.3 Holidays and other non-work days are not counted** as sick leave days.

**5.4.4 When an individual is allowed to work less than full-time** on a regular basis due to an illness, sick leave will be prorated.

**5.5 Management Responsibility.** It shall be the responsibility of the Department Head to ensure Employee leave records are maintained and accurately reported.

**6. Military Leave.** Military Leave will be granted to eligible Employees who are called into service in the uniformed services. The regulations shall provide for Employees' rights to continued non-retirement benefits during a leave for uniformed services duty, to reemployment after the leave, and to retirement plan service credit, benefit accruals, and contributions upon reemployment.

**6.1 Definitions.** For purposes of military leave, the following definitions apply:

**6.1.1 "Eligible Employee"** means an individual who:

- Is a past or present member of the uniformed services;
- Has applied for membership in the uniformed services; or,
- Is obligated to serve in the uniformed services.

**6.1.2 "Service"** includes:

- Active duty;
- Active and inactive duty for training;
- Initial active duty for training;
- National Guard service;
- Examination to determine fitness for duty;
- Funeral honors duty by National Guard or Reserve members; and,
- Certain duties performed by National Disaster Medical System employees.

**6.1.3 "Uniformed Service"** includes:

- Army, Navy, Air Force, Coast Guard and Marine Corps and their reserves;
- Army and Air National Guards;
- Commissioned corps of the Public Health Service; and,
- Certain types of service in the National Disaster Medical System.



## **6.2 Responsibilities.**

**6.2.1 Employees must notify** their supervisors in advance of impending military service. This notice shall be in writing and, when feasible, at least 30 days prior to departure for uniformed service. A copy of the Employee's orders to duty should be provided with the written notice.

**6.2.2 It shall be the responsibility of the Department Head** to ensure Employee leave records are maintained and accurately reported.

**6.3 Personal leave.** Employees may use accrued personal leave with pay during military service.

## **6.4 Health and Other Benefit Continuation Coverage.**

**6.4.1 All benefits will continue** in accordance with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **6.5 Return from Military Leave.**

**6.5.1 Employees returning from military leave** will be reemployed in accordance with provisions of the USERRA.

**7. Court Leave.** The University provides, upon request, normal pay for services to eligible Employees called for jury duty or subpoenaed to serve as a witness in any Federal, State, or Municipal court, or in an administrative tribunal. Further, the necessary time off for the court leave shall, upon request, not be charged to the Employee's personal leave.

**7.1 Eligible Employees.** Employees eligible to receive the court leave benefit shall be those Non-exempt Employees who are in a position authorized to work .5 or greater FTE. Temporary, seasonal, and Student Employees are not eligible.

## **7.2 Exclusions from Eligibility.**

**7.2.1 An Employee appearing in court in an official University capacity** is considered to be in a normal duty status. Thus, the court leave policy does not apply.

**7.2.2 When the Employee is a plaintiff or a defendant** the Employee shall not receive the benefit.

**7.3 Approval Requirement.** Request for the court leave benefit shall be submitted to the Department Head for approval in advance of service. If service to the court is required on an emergency basis, the request is to be submitted as soon as possible.

**7.4 Personal Leave Option.** An Employee may be on personal leave at the time called for jury duty or subpoenaed as a witness. When this occurs, the Employee may request to have court leave substituted for the applicable corresponding number of

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hours of personal leave.

**7.5 Alternate Shift Employees.** Employees assigned to a shift other than 8:00 AM to 5:00 PM shall receive the court leave benefit. The benefit applies when called for court service during the day the alternate shift begins, or the day on which it ends, but not both.

**7.6 Work Schedule Adjustments.** An Employee's work schedule will not be changed because of court leave.

**7.7 Department Head Responsibility.** The Department Head is responsible for closely coordinating with the University Business Office and the Human Resources Department in the administration of this benefit.

## **8. Family and Medical Leave.**

**8.1. Rights and obligations exist under FMLA** for both Employees and Employers. For further information contact the Human Resources Department.

**9. Leave Without Pay.** A leave of absence without pay may be granted an Employee who has insufficient accrued personal or sick leave to cover a period of justifiable absence. Leave without pay shall be granted in 30 minute increments.

**9.1 Eligible Employees.** Employees eligible to receive leave without pay shall be those who are in a position authorized to work .5 FTE or greater. Temporary, seasonal, and Student Employees are not eligible.

### **9.2 Accrued Leave Use Requirement.**

**9.2.1 All accrued personal leave must be used before** a period of leave without pay may begin.

**9.2.2 If the leave is for a medical reason, both** accrued personal and sick leave must be used before leave without pay may begin. See Section 5.3 above for eligible medical reasons.

### **9.3 Approval Procedure.**

**9.3.1 Leave without pay for up to and including 30 calendar days** may be authorized by the Department Head.

**9.3.2 Leave without pay for longer periods** must be approved by the Department Head, the Area Head, and the President.

**10. Shared Leave.** The University shall provide an eligible Employee up to the lesser of 180 hours of paid leave of absence or five (5) weeks of pay based on average work schedule each Program Year from a Shared Leave pool. The pool is created by donations of leave from Employees participating in the Shared Leave program.

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**10.1 Definitions.** For the purpose of the Shared Leave regulations and procedures the following definitions apply.

**10.1.1 "Leave"** means personal and/or sick leave as defined in this manual. (See Sections 4.1 and 5.1 above.)

**10.1.2 "Shared Leave"** means Leave donated to or received from a pool administered by the Human Resources Department.

**10.1.3 "Program Year"** means the twelve month period beginning on the first day of July of each calendar year.

**10.1.4 "One day" or a "full day" of leave** means eight hours of leave.

**10.1.5 "Qualifying Reasons" means:**

- An Employee's Serious Health Condition; or
- To care for a spouse, child or parent (as defined by the Family and Medical Leave Act) who has a Serious Medical Condition.

**10.1.6 "Serious Health Condition"** for purposes of this benefit will adhere to the same definition as used by the Family and Medical Leave Act.

**10.1.7 "Health Care Provider"** for purposes of this regulation will adhere to the same definition as used by the Family and Medical Leave Act.

**10.2 Eligible Employees.** Employees eligible to participate in Shared Leave shall be those who:

- Are employed in a position authorized to work .5 or greater FTE and who are not teaching faculty, or have faculty rank and twelve month contracts of .5 or greater FTE;
- Completed six months of service in a benefit eligible position;
- Donated at least one day of personal leave and two days of sick leave to the pool in the fiscal year during which the need for the benefit occurs, or are qualified based on participation in prior years;
- Exhausted all other paid leave;
- Or a member of the Employee's extended family has, a severe health condition documented by a health care provider; and,
- A health condition requiring the Employee's absence from work.

**10.3 Donors: Eligibility And Limitations.**

**10.3.1 A Donor must be an Employee** who is employed in a position authorized to work .5 or greater FTE and who is not teaching faculty, or has faculty rank and a twelve month contract of .5 or greater FTE.

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**10.3.2 Donation to the Shared Leave pool is voluntary** and shall not be made a condition of employment or a prerequisite to the receipt of raises, promotions, or other Employee benefits.

**10.3.3 A prerequisite to receiving Shared Leave** is the Employee must have donated at least one personal leave day and 2 sick leave days at the beginning of the program year in which the Shared Leave is needed See exception in 10.4.4 below.

**10.3.4 Only earned and accrued leave may be donated.** Donor may donate as much personal leave as desired as often as desired. Except for the donation of sick leave days to be eligible for participation, donations of additional accrued sick leave days may only be made in blocks of not less than 5 days.

**10.3.5 Donations by full-time eligible Employees must** be made in 8 hour increments. Donation increments for less than full-time Employees shall be equal to the number of hours normally worked each work day.

**10.3.6 Donated leave will be deducted from the donor's** current leave balance and added to the balance of the Shared Leave pool. A donor must retain a minimum accrued sick leave balance of 4 days following any donation of sick leave days.

**10.3.7 Eligible Employees cannot donate:**

- Accrued sick leave balances at separation from employment; and
- More than 12 days of sick leave to the Shared Leave pool in any program year.

**10.4 Recipients: Eligibility Requirements and Limitations.**

**10.4.1 Recipient must be an eligible Employee** as defined in 10.2 above.

**10.4.2 The recipient's minimum required donation** must have been made by the first month of the program year in which the recipient requests Shared Leave. (See exception in 10.4.3.)

**10.4.3 The following exception applies when** the Shared Leave pool exceeds 2500 hours on the first day of any program year. Eligible Employees may receive Shared Leave during the current year without making additional leave donations when the Employee:

- Was eligible to receive Shared Leave during the two previous program years; and,
- Did not receive Shared Leave during those years.

**10.4.4 Shared Leave shall ordinarily be utilized in increments equal** to the recipient's normal full work day. When an Employee is released by the Employee's health care provider to return to work on a less than full-time basis, Shared Leave

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may be granted in increments equal to the number of hours the Employee is not released for work, up to the number of hours normally worked each day.

**10.4.5 Recipients of Shared Leave shall:**

- Be compensated an hour of leave with pay for each hour of Shared Leave;
- Be compensated at the same rate of pay they otherwise would have received; and,
- Continue to receive benefits which they otherwise would have received were they utilizing their own accrued leave.

**10.4.6 Recipients of Shared Leave shall continue to accrue leave** at their regular rate. However, any leave must be utilized as accrued before additional Shared Leave is used.

**10.4.7 When an award of Shared Leave extends from one program year to the next**, that particular award may not exceed the lesser of 180 hours or five (5) weeks of pay based on average work schedule during the second program year. The recipient may be eligible for a subsequent award in the second program year:

- So long as the recipient meets all other eligibility requirements: and,
- The total Shared Leave awarded to the recipient in the second program year shall not exceed the lesser of 180 hours or five (5) weeks of pay based on average work schedule

**10.4.8 The recipient's use of Shared Leave shall terminate:**

- On the date designated on the award of Shared Leave, unless the recipient returns to part-time work prior to that date;
- When the recipient returns or is determined to be able to return to work on a full-time basis (or the number of hours normally worked in the case of part-time Employees);
- The recipient separates service from the University;
- The recipient has received the maximum available Shared Leave within a program year or on a single application; or,
- The Shared Leave pool is depleted, whichever occurs first.

**10.4.9 No Shared Leave may extend past a single period** of sick and/or personal leave beyond 6 months.

**10.5 Administration of the Program.**

**10.5.1 The Director of Human Resources** is responsible for administration of the Shared Leave program and the Shared Leave pool.

**10.5.2 The Director of Human Resources shall:**

- Be responsible for providing an annual notice to all eligible Employees. The notice shall advise Employees of the process for donation; and,
- Notify eligible Employees of their donation requirements for gaining or maintaining eligibility to request Shared Leave during the year. This shall be done by the beginning of each Program Year.

**10.5.3 Confidentiality of both donors and recipients shall** be maintained, except as identification is required for administrative record keeping purposes.

**10.5.4 A written request for Shared Leave will be** provided to the Director of Human Resources or designee. It may be supplemented by any additional written documentation the Employee deems appropriate. Additional supporting medical documentation may be requested by the Director of Human Resources or designee.

**10.5.5 The decision of the Director of Human Resources shall be based** on the written submissions provided by the Employee. The Director may require the applicant to obtain a second opinion concerning the health condition of the Employee or Employee's extended family member from an independent health care provider selected by the University. The University shall pay for the second opinion. If the two (2) opinions conflict, the conflict may be resolved by a third opinion by a provider agreed to by the University and the Employee. The third opinion shall be considered final and binding. The University shall pay for the third opinion.

**10.5.6 The University may periodically require verification** the health condition still warrants the Employee's absence from work. The verification shall be by the treating health care provider. The health condition must be the same as that for which Shared Leave was provided.

If the recipient fails to provide the required verification, the provision of Shared Leave shall be terminated. In obtaining the verification, the University may require a second or third opinion as provided in 10.5.5 above.

**10.5.7 Recipients of Shared Leave shall report bi-weekly** to the Human Resources Department on their status and ability to return to work.

**10.5.8. The Director's decision to deny an application** for Shared Leave in whole or in part or to involuntarily terminate awarded Shared Leave is subject to review by the VPAT. An individual seeking review must notify the VPAT in writing within 5 working days after being notified of the Director's decision. The VPAT decision is final.

**10.5.9 The Human Resources Department shall keep track of** the number of days of Shared Leave utilized by the recipient. This is to assure the Shared Leave

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awarded does not exceed the lesser of 180 hours or five (5) weeks of pay based on average work schedule when the pool is depleted.

**10.6 The Administration** may announce changes to this section as deemed necessary due to extraordinary circumstances.

**11. Group Health Insurance.** Employees eligible may choose to participate in the University's group health insurance (Health Insurance) program.

**11.1 Definitions.** For the purpose of Group Health Insurance, the following definitions apply.

**11.1.1 "Health Insurance Program"** means the current or any successor programs providing health care and/or dental coverage for participating eligible Employees.

**11.1.2 "Qualifying Event"** means an event such as death, divorce, or spouse's loss of employment allowing enrollment in another health plan without having to wait for an open enrollment period. For more details, contact the Human Resources Department.

**11.2 Eligible Employees.** Employees eligible to participate in the University's health insurance program shall be those who are employed in a position authorized to work .5 or greater FTE. Temporary, seasonal, and Student Employees are not eligible.

**11.3 Enrollment Procedure.**

**11.3.1 Application for participation in Health Insurance is made** through the Human Resources Department.

**11.3.2 Submission of the application must be within 31** days of beginning employment or change in status. Coverage will be denied if application is submitted after the 31 days.

**11.3.3 Non-participating Employees may apply during** open enrollment periods or when a qualifying event occurs.

**11.3.4 Participating Employees have the option of changing to another coverage** option during open enrollment periods.

**11.4 Health Insurance Plans.** Coverage may be selected from either the "Base" or "Buy-Up" plans.

**11.4.1 General information on coverage provided in each plan is available** from the Human Resources Department.

**11.4.2 Specific information on the plans and the dental coverage is available** from the provider.

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**11.5 Insurance Year.** The Health Insurance Plans are on a January 1 through December 31 contract year.

**11.6 Employment Termination.** The Employee's health benefits will be terminated when there is a separation of service from the University.

**11.6.1 The effective health benefit termination date will be** the end of the month in which the Employee's date of separation becomes effective.

**11.6.2 The Employee shall be entitled to continuation of health benefits only** in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the provisions of the health plan.

**11.7 Premiums.**

**11.7.1 Premium payments are based upon:**

- FTE of Employee's basic annual contract;
- Employee's full-time equivalent salary;
- Plan elected;
- Dependent coverage elected; and,
- Whether or not both spouses are eligible Employees.

**11.7.2 The University pays a portion of premiums based upon** the factors listed in 11.7.1 above. The Employee pays the balance. Employees who decline this benefit will not be compensated in any other manner.

**11.7.3 The Employee's portion of the premium** shall be paid either by salary reduction (before taxes) or salary deduction (after taxes). (See Section 22, Cafeteria Plan below.)

**11.7.4 Premium adjustments, when applicable, are made** at the beginning of the pay period following a salary, appointment, or status change.

**11.7.5 Employees granted an official leave of absence** without pay continue to be eligible to participate.

- The premium payment amounts paid by the University and Employee remain as though the Employee was in a pay status; and,
- Premium payments by the Employee are due in the Payroll Office the 25th day of the month preceding the month of coverage.

**11.8 Options for Employees Age 65 or Older.** This group of Employees may choose either the University's group health insurance or Medicare as primary payer of medical expenses.

**11.8.1 The Employee must complete and submit a Medicare Secondary Payer**



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COBRA Selection form at least one month prior to the Employee's 65th birthday. The form is mailed to the Employee and is to be returned to the Human Resources Department.

**11.8.2 When the University's plan is the primary payer**, the University's plan pays benefits first and Medicare second. In this arrangement:

- Medicare helps pay deductible and/or coinsurance amounts for Medicare covered services; and,
- Medicare also pays for Medicare covered services over the life-time maximum of the University plan.

**11.8.3 When Medicare is the primary payer**, the Employee will be responsible for the Medicare deductibles and coinsurance amounts. The University is prohibited from offering a plan which supplements Medicare covered services.

**11.8.4 Employees selecting Medicare as the primary payer shall have Part B** premiums paid by the University. The Employee is responsible for the Part B premium if the University's plan is the primary payer.

**11.8.5 The Employee should contact the following for guidance** before selecting the primary payer:

- The Human Resources Department;
- Medicare; and,
- Blue Cross/Blue Shield.

**11.9 Options for Employees Retiring at 55 and After.** Employees retiring at or after age 55 who were on a University health insurance plan at retirement, are eligible to remain on the plan.

**11.9.1 The full amount of the premium payment is the retiree's responsibility.**

**11.9.2 Payment of the premium to Washburn University is due by** the 25th of the month preceding the month of coverage. Submit payment to the Payroll Office.

**11.9.3 Non-payment of premium** will result in cancellation of coverage.

**11.9.4 Once an individual elects not to participate** in the plan, the individual and any covered dependents are no longer eligible to be in the group health insurance program.

**11.9.5 Participants of the plan must agree to accept changes** in program terms, coverage, additions or deletions, premium charges, or any other related changes.

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**12. Group Term Life Insurance.** The University provides a group term life insurance plan for eligible Employees.

**12.1 Eligible Employees.** Employees eligible for the life insurance plan shall be those who are employed in a position authorized to work .5 or greater FTE. Temporary, seasonal, and Student Employees shall not be eligible.

**12.2 Amount of Coverage.** The amount of coverage shall equal one times the Employee's basic annual salary rounded to the next higher \$1,000. Maximum coverage shall be \$50,000.

**12.3 Enrollment Information.** The Employee shall complete and return the enrollment application to the Human Resources Department per instructions by that Department.

**12.4 Premiums.** The University pays the full premium for all eligible Employees. Employees eligible for this benefit, but who decline will not be compensated in any other manner.

**12.4.1 An eligible Employee granted an official leave of absence with or without pay is eligible to remain** on the program. The University will continue to pay the full premium.

**12.5 Conversion of Policy.** When employment is terminated, the individual may request conversion of the policy to an individual whole life policy. The request must be made within 31 days of the cessation of coverage. The individual's coverage under the plan ceases the end of the month in which the termination date occurs.

**12.6 Additional Information.** Contact the Human Resources Department for additional information.

**13. Long Term Disability.** An insurance plan providing benefits in the event an individual is unable to work because of a sickness or injury. Participation in the plan is optional.

**13.1 Eligible Employees.** Employees eligible for the long term disability insurance plan shall be those who are employed in a position authorized to work .5 or greater FTE. Eligible Employees may choose to buy this coverage upon the beginning of employment. Temporary, seasonal, and Student Employees shall not be eligible.

**13.2 Premium Payment.** The Employee shall pay the full premium.

**13.3 Coverage.** The details of the coverage are available in the Human Resources Department.

**13.4 Additional Information.**

**13.4.1 The Employee is responsible for initiating enrollment** in the program.

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**13.4.2 A physical examination will not be required if** participation begins within 30 days of becoming eligible.

**13.4.3 After the 30 days an applicant is required to complete** a medical history statement. The insurance company may also require the applicant to have a physical examination. The expense of the examination is the responsibility of the Employee.

**13.4.4 Coverage terminates** the last day of the month in which termination of employment occurs.

**14. Short Term Disability.** An insurance program providing benefits in the event an individual is unable to work because of a sickness or off-the-job injury. Participation in the plan is optional.

**14.1 Eligible Employees.** Eligible Employees are those who are employed in a position authorized to work .5 FTE. Eligible Employees may choose to buy this coverage upon the beginning of employment. Temporary, seasonal, and Student Employees shall not be eligible.

**14.2 Coverage.** The details of the coverage are available in the Human Resources Department.

**14.2.1 The amount of the benefits is dependent upon** the options chosen by the Employee, and the Employee's salary.

**14.2.2 The amount of the premium is dependent upon** the options chosen by the Employee, and the Employee's salary.

**14.3 Premium Payment.** The full amount of the premium is paid by the Employee.

**14.4 Enrollment.** Enrollment is made directly with the provider of the insurance program. Contact the Human Resources Department for more information.

**14.5 Coverage Termination.** Coverage terminates the last day of the month in which termination of employment occurs.

**14.6 Conversion of Policy.** When employment is terminated, the individual may choose to keep the policy by continuing to pay the premiums.

**15. Worker's Compensation.** The University has worker's compensation insurance covering all Employees. All injuries, no matter how slight, must be reported to the Human Resources Department.

**15.1 Injury or Illness Response Procedure.**

**15.1.1 For minor on-the-job illnesses or injuries requiring** only simple first aid, Employees may be treated at the Student Health Services.

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**15.1.2 For all other on-the-job injuries or illnesses,** the Employee is to be treated at Stormont-Vail WorkCare, located inside of Kansas Rehab hospital. If outside of work hours, Stormont-Vail emergency room.

**15.2 Reporting Employee Injuries.** All on-the-job injuries, regardless of severity, shall be reported immediately to the Employee's supervisor. The injury shall be reported to the Human Resources Department within 24 hours of the injury.

**15.2.1 Written reports shall be filed with the Human Resources Department** through the involved Department within 10 days of the injury. In case of a serious injury or illness, a telephone report shall be made immediately to Human Resources and the written report filed the same or next business day.

**15.2.2 The Employers Report of Accident form to be used** in filing the written report is available in the Human Resources Department.

**15.3 Worker's Compensation Benefits.** Benefits provided are consistent with applicable State of Kansas regulations.

**15.3.1 Present bills received for medical services** resulting from the on-the-job injury or illness to the Human Resources Department.

**15.3.2 The disabled Employee, unless incapacitated, must call** the Human Resources Department on a weekly basis while unable to work.

**15.3.3 A Doctor's written release to return to work** must be presented to Human Resources before the Employee may return to work.

**15.4 Modified Work Duty.** Employees who are undergoing treatment for an employment related injury, and are released to work with medical restrictions may be provided temporary modified work duties.

**15.4.1 Employees eligible for modified work duty** are those who have: sustained an employment related injury and are undergoing treatment for such injury; not achieved maximum medical improvement; and, been released to work with medical restrictions by the treating health care provider.

**15.4.2 The following definitions apply** for the purpose of the modified duty regulations and procedures:

- **"Employment related injury"** is an injury or occupational disease which arises out of and in the course of employment and is a compensable injury under the Kansas Workers Compensation Act (K.S.A. 44-501 *et seq.*, and amendments thereto).
- **"Health care provider"** means any person licensed, by the proper licensing authority of this state, another state or the District of Columbia, to practice medicine and surgery, osteopathy, chiropractic, dentistry, optometry, podiatry,

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audiology, or psychology to whom the Employee has been referred as authorized by the University's workers compensation insurance provider.

- **“Modified work duty”** means a temporary assignment of Employee's essential work tasks compatible with an Employee's medical restrictions. This may include, but is not limited to, changes in assignments and/or the site where duties are to be performed.

**15.4.3 When an employment related injury prevents the Employee from performing job duties without restrictions, Human Resources shall provide the Employee and the Employee's treating health care provider a copy of the position description applicable to the Employee's position.**

**15.4.4 The Employee shall work together with the Employee's treating health care provider** to determine if modified work duty for the Employee is reasonable.

**15.4.5 The Employee's health care provider shall furnish** the Human Resources Department reports, updated as progress is made by the Employee, documenting the employment related injury, including:

- Date or dates the Employee was seen by the health care provider;
- The diagnosis of the illness or injury;
- Whether it is recommended the Employee return to work with modified work duty;
- The prognosis for recovery and the estimated date when the Employee will have achieved maximum medical improvement;
- Recommended restrictions placed on the Employee for return to work with modified work duty; and,
- Signature of the treating health care provider.

**15.4.6 On receipt of the health care provider's report,** the Human Resources Department shall consult with the Employee's supervisor(s) to:

- Discuss any restrictions placed on the Employee;
- Identify job duties the Employee may perform as modified work duty within the restrictions; and,
- Provide a document to the Employee listing the duties the Employee shall perform on modified work duty. The modified duty assignment will be made on the basis of essential work tasks that can be performed, with or without accommodation, while continuing to meet departmental and University work requirements.

**15.4.7 The Employee's Department Head shall notify the Employee to report for work** with modified work duty when the Employee's modified work duty document has been prepared. The notification will provide the Employee the date on which he/she is to return to work and to whom she/he is to report.

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**15.4.8 An Employee who does not return to work** on modified work duty, or who does not to continue on modified work duty, when certified physically able to do so shall be subject to disciplinary action, up to and including termination.

**15.4.9 An Employee's modified work duty assignment shall terminate** on the earlier of:

- The Employee's achievement of maximum medical improvement;
- Workers compensation is denied; or,
- 90 consecutive calendar days.

**15.4.10 When an Employee has achieved maximum medical improvement** in the opinion of the treating health care provider, the Employee shall return to work to perform the essential functions of Employee's position.

## **16. Unemployment Compensation.**

**16.1 Communications.** All communications, written or verbal, concerning an individual's unemployment benefit claims are the responsibility of the Human Resources Department.

**16.2 Records.** Records of communications and transactions related to benefit claims shall be maintained by the Director of Human Resources.

**17. Social Security.** Employee's compensation is subject to the Old Age and Survivor's Insurance Program (OASI) withholding.

**17.1 Student Exception.** Student Employees not in Budgeted Positions, enrolled in at least a one-half-time course load at the University, are not covered.

**17.2 Withholdings.** Payments into the program are set by legislation. The legislated amount may change at any time. The University is required to collect payment from the Employee by payroll withholding.

**17.3 Social Security Number Requirement.** An individual may not be employed by the University without having a valid Social Security number.

**18. Kansas Tort Claim Act.** The University generally is liable for damages caused by the negligent or wrongful act or omission of an Employee acting within the course of employment.

**18.1 University Defense.** The University will provide defense of an Employee named as a defendant in a civil lawsuit as a result of an act or omission in the scope of the Employee's employment. This applies whether the Employee is named in the Employee's official capacity or individual capacity. The Employee must submit a request for defense to the University within 15 days of service of process. The

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Employee may be held personally liable for tortious acts. However, the University may refuse to provide for the defense if it is determined:

- The act or omission giving rise to the action was not within the scope of the Employee's employment;
- The Employee acted or failed to act because of actual fraud or actual malice;
- The defense of the action of proceeding by the University would create a conflict of interest between the University and the Employees; or,
- The request for defense was not made within 15 days of service of process.

**18.2 Right to Recover.** The University has the right to recover any cost or expenses, including payment of any judgment, if the:

- Employee fails to cooperate in good faith in the defense; or,
- Trier of fact determines the act or omission of the Employee was because of Employee's actual fraud or actual malice.

**18.3 University Not Liable.** The University is not liable for any punitive or exemplary damages against an Employee.

**19. Retirement Program.** The University provides eligible Employees a retirement program.

**19.1 Basic Retirement Plan Contract.** The basic retirement plan contract is with TIAA, and is a defined contribution plan operating under Section 403(b) of the Internal Revenue Code.

**19.2 Eligible Employees.**

**19.2.1 Eligible Employees shall be** those who are employed in a position authorized to work .5 or greater FTE.

**19.2.2 Visiting Employees shall be eligible if** the Employee has a valid TIAA contract.

**19.2.3 Temporary, seasonal, and Student Employees** are not eligible.

**19.3 Participation Requirements.**

**19.3.1 Participation in the basic retirement plan begins** the first pay period after the Employee has completed one year of service at the University. Years of service with any institution of higher education apply to satisfying this requirement.

**19.3.2 One year of service includes leaves of absence or breaks** in continuous service. The Employee is required to perform at least 1000 hours of work during the year.

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**19.3.3 If holding a valid contract in TIAA or similar basic retirement plan** from another institution of higher education, visiting Employees and newly appointed Employees may begin participation upon employment.

**19.3.4 All eligible Employees are required to participate** in the basic retirement plan.

**19.4 Enrollment.** Eligible Employees entering the plan must complete the appropriate application and authorization forms. The forms and enrollment information shall be sent to the Employee by the Human Resources Department.

**19.5 University Contributions.** The University shall contribute to each eligible Employee's basic retirement account. The amount contributed shall be an amount equal to 10% of the Employee's compensation as defined in the plan document.

**19.6 Supplemental Retirement Annuity (SRA).** The University provides all Employees, except Student Employees, the option to participate in an SRA plan. Only Employee contributions shall apply to this tax-deferred annuity. The SRA plan providers shall be TIAA, Voya, and Security Benefit Life.

**19.6.1 The amount deferred is limited by the Internal Revenue Code.**

**19.6.2 OASI and Medicare deductions apply to gross wages** and not the balance after reduction of compensation by the deferred amount.

**19.6.3 No more than 4 salary reduction agreements may be made** in a calendar year.

**19.7 Deferred Compensation Plan.** Employees may make voluntary contributions under Section 457(b) of the Internal Revenue Code of 1986, as amended. This is a method to tax defer a portion of the Employee's salary in addition to the 403(b) limit.

**19.7.1 The amount deferred is limited by the Internal Revenue Code.**

**19.7.2 OASI and Medicare deductions apply to gross wages** and not the balance after reduction of compensation by the deferred amount.

**19.8 Salary Reduction Agreements.** Salary reduction agreements may be terminated by the University or the Employee by written notice.

**19.9 Additional Information.** Contact the Human Resources Department for information and salary reduction agreement forms.

**20. Educational Assistance Program.** This program permits eligible Employees to officially enroll in University courses without paying applicable tuition and enrollment fees. The Employee is personally responsible for paying for books, supplies, and any other course related expenses.



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**20.1 Exceptions.** Law School courses and non-credit courses are not included in this program.

**20.2 Credit or Audit.** Enrollment may be for credit or audit.

**20.3 Per Term Limitation.** Tuition and enrollment fees will be waived for only one course in any one academic term. All summer sessions combined shall be considered one academic term.

**20.4 Eligible Employees.** Employees eligible for this benefit shall be those who:

- Are employed in a position authorized to work .5 or greater FTE;
- Will have been an Employee continuously for at least one year by the end of the academic term in which the Employee wishes to enroll; and,
- Meet the requirements for admission to the University.

**20.4.1 Temporary, seasonal, and Student Employees** are not eligible.

**20.5 Application Requirement.** Application for participation is required for each academic term. The application:

- Form is obtained from the Human Resources Department;
- Shall be submitted to the Human Resources Department; and,
- Shall be submitted on or before July 1 for the applicable Fall academic term, December 1 for the applicable Spring term, and April 15 for the applicable Summer term.

**20.5.1 Approval or denial is by the applicant's immediate supervisor.** The supervisor shall;

- Determine whether, in the supervisor's opinion, approval will adversely affect the operation of the supervisor's unit of responsibility; and,
- Require the Employee to take personal leave if class attendance is during the Employee's normal work schedule. The supervisor may adjust the Employee's work schedule in lieu of requiring personal leave.

**20.6 Refunds.** If the Employee drops the course, any refund due shall be made to the University.

**20.7 Funding Limit.** The amount of participation in the program is limited by available funds.

**21. Voluntary Phased Retirement (phased retirement).** The University's phased retirement program permits eligible Employees to reduce their workload in preparation for full retirement. The Employee's salary is reduced proportionately, and the Employee remains benefit eligible.

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**21.1 Eligible Employees.** Employees eligible to participate are those who have:

- Have been in a benefit-eligible position for at least 10 years;
- Worked in a position authorized to work 1.0 FTE for the same 10 years; and,
- Reached 55 years of age.

**21.2 Application Process.**

**21.2.1 The Employee shall submit a request for phased retirement to the Employee's immediate supervisor.** The request shall include the proposed:

- Beginning date;
- Fractional time of the workload;
- Modification of duties; and,
- Ending date.

**21.2.2 The immediate supervisor shall determine whether the requested** phased retirement would be in the best interest of the University. If recommended by the immediate supervisor, the request shall be forwarded through the normal approval channels of the area. Final administrative approval is by the President, who shall make recommendation to the Board.

**21.3 Maximum Duration.** Five years shall be the maximum length of a phased retirement period.

**21.4 Agreement Terms.** Each phased retirement agreement shall specify the:

- Fractional time of the appointment which can be from 25% to 75% of the Employee's work assignment;
- Agreement concerning the fractional time appointment and/or the assignment of duties may be modified by mutual agreement;
- Initial salary to be paid;
- Benefits to be provided to the Employee;
- Duration of the agreement; and,
- Terms of a non-competition clause.

**21.5 Benefits Under the Program.** While participating in the program, the Employee continues to receive the following benefits:

- The same health care benefits as Employees in positions authorized to work 1.0 FTE;
- Life insurance and disability benefits based on phased retirement salary;
- Employer's contributions to the retirement plan based on 1.0 FTE basic annual salary;
- Employee voluntary contributions to retirement plans to the extent permitted by federal regulations;

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- Retention of tenure, if applicable;
  - Continued use of University facilities as though still on a 1.0 FTE basic annual contract;
  - Continued eligibility for annual salary increases;
  - Sick leave and personal leave if eligible by applicable benefit regulations;
  - Holiday pay if eligible by applicable benefit regulations; and,
  - Other voluntary benefit programs available to Employees. These include, but are not limited to, the Educational Assistance Program and the Cafeteria Plan.

## **21.6 Other Information.**

**21.6.1 Participants may partially annuitize** their retirement plan.

**21.6.2 Funding for the program shall come from** the existing salary base.

**21.6.3 The University's entry into a phased retirement agreement shall be voluntary.** An agreement will not be entered into when it is not in the best interest of the University. The University will consider the:

- Department's ability to accommodate partial retirement without loss of program integrity and without placing undue burden on other Employees;
- Extent of the financial impact on the University; and,
- Impact on the University's ability to complete its mission and to fulfill its obligations.

**21.6.4 The agreement may be rescinded within 7 days of the signature date** at the option of the Employee. After the 7 days, the agreement shall be revoked only by mutual agreement of the University and the Employee.

**21.6.5 The agreement may, by mutual consent, be modified by:**

- Changing the participant's fractional time appointment prior to the specified date of full retirement; or,
- Permitting the Employee to take full retirement at an earlier date.

**21.6.6 After completion of the agreement period,** Employees shall not be precluded from re-employment on a post-retirement basis.

**22. Cafeteria Plan.** This Plan provides eligible Employees a choice regarding compensation. The Employee may choose to receive compensation in cash or have a portion applied by the University toward:

- Health insurance benefits under the University's group health insurance plan;
- A health care reimbursement account; and/or,
- A dependent care reimbursement account.

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**22.1 Intent.** The University's intention is that:

- The Plan qualify as a "Cafeteria Plan" under Section 125 of the Internal Revenue Code of 1986 and amendments (Code); and,
- The benefits Employees choose to receive under the Plan be eligible for exclusion from the Employees' gross income.

**22.2 Definitions.** For the purpose of the Cafeteria Plan regulations and procedures the following definitions apply:

**22.2.1 "Benefits"** means the reimbursement amounts paid to Participant under the Plan.

**22.2.2 "Compensation"** means wages and salary paid to an Employee.

**22.2.3 "Dependent"** means an individual who qualifies as a dependent under the terms of Section 152 of the Code.

**22.2.4 "Dependent Care Expense"** means the Participant's payment or provision of services considered employment-related expenses under Section 129 of the Code. This section relates to expenses for household and dependent care services necessary for gainful employment.

**22.2.5 "Dependent Care Reimbursement Account"** means an account established for a Participant from which payments may be made for qualifying dependent care expenses.

**22.2.6 "Eligible Employee"** means any individual whose employment with the University is not temporary, seasonal, adjunct, or student. A Visiting Employee is an Eligible Employee.

**22.2.7 "Group Health Insurance Plan"** means the insurance policies contracted by the University to provide health/dental care coverage for employees and their dependents.

**22.2.8 "Group Health Insurance Premium"** means the amount payable to provide coverage for an employee and/or dependents.

**22.2.9 "Health Care Reimbursement Account"** means an account established for a Participant from which payments may be made for reimbursable medical care expenses.

**22.2.10 "Medical Care Expense"** means any expense which meets the criteria as a deductible health care expense under Section 213 of the Code, specifically including dental, vision and hearing care expenses.

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**22.2.11 “Open Enrollment”** means the designated period of time each year during which eligible Employees may elect to participate in the Plan.

**22.2.12 “Participant”** means any eligible employee who chooses to participate in the Plan.

**22.2.13 “Plan Administrator”** means the University or such person or committee as may be appointed by the University to supervise administration of this Plan.

**22.2.14 “Plan Year”** means the twelve-month period from January 1 through December 31.

### **22.3 Plan Participation.**

#### **22.3.1 An eligible Employee’s participation may begin:**

- Upon employment;
- During the Plan Open Enrollment; or,
- Upon a change in status (See Section 22.7.1 below).

#### **22.3.2 An Employee’s participation ends if the:**

- Employee is no longer eligible;
- Employee revokes the election; or,
- Plan is terminated.

#### **22.3.3 An election is made each Plan year by eligible Employees to:**

- Receive full compensation in cash; or,
- Have a salary reduction agreement.

**22.3.4 Any election is in effect for the entire Plan Year unless** revoked by a Participant under the provisions of Section 22.7 below.

### **22.4 Salary Reduction Agreement.**

**22.4.1 The salary reduction agreement options available** to the Participant for payment by the University are:

- Premium for health/dental insurance coverage under the University Group Health Insurance Plan;
- Health Care Reimbursement Account for payment toward Medical Care Expenses not covered by the Insurance Plan; and,
- Dependent Care Reimbursement Account for payment of Dependent Care Expenses.

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**22.4.2 Limitations imposed by the Internal Revenue Code apply to salary reduction agreements.**

**22.5 Salary Reduction Agreement Conditions.**

**22.5.1 A Participant's compensation shall be reduced by the amount(s) specified in the elections chosen.**

**22.5.2 An adjustment to the reduction amount for the group health insurance premium may be made by the Administrator. This adjustment may occur when the Group Health Insurance Premium changes.**

**22.5.3 The maximum salary reduction amount a Participant may elect is governed by the Code, and applicable Internal Revenue Service regulations.**

**22.5.4 A Participant shall receive no reimbursement for salary reduction amounts elected but unused during a plan year.**

**22.6 Election Procedure.** Approximately 30 days prior to the beginning of a plan year, the administrator shall provide the "Election Agreement" form to eligible Employees.

**22.6.1 The Election Agreement shall become effective on the first day of the plan year.**

**22.6.2 The "Election Agreement" form must be completed and returned to the administrator prior to the first day of the plan year. Failure to do so will mean the Employee shall be deemed to have elected to receive all compensation in cash.**

**22.6.3 A new Employee shall be provided the "Election Agreement" form upon becoming eligible for participation. The Agreement must be completed and returned to the Human Resources Department within 30 days of becoming eligible. Failure to do so will mean the Employee is deemed to have elected to receive all compensation in cash.**

**22.6.4 Each Employee shall agree to hold the University and Administrator free and harmless from all actions, claims, demands and liabilities which result or may arise from participant's failure to submit the "Election Agreement" form in a timely manner.**

**22.7 Election Revocation.** An election may be revoked and a new election made only if:

- A change in status occurs; and,
- The election change is consistent with the change in status.

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**22.7.1 The revocation must be made within 30 days** of the status change.

Changes in status events are:

- Change in legal marital status;
- Change in number of dependents;
- Change in employment status of participant or spouse;
- Leave of absence without pay, which exceeds 30 days, by participant or participant's spouse;
- Cases where the dependent satisfies or ceases to satisfy the requirements for eligibility;
- Change in residence;
- For purposes of adoption assistance, the commencement or termination of an adoption proceeding; and,
- Other events the administrator determines will legally permit a change or revocation of an election during a plan year.

**22.8 Claims for Reimbursement.** The participant must submit claims for reimbursement not later than 90 days after the end of the plan year. These claims must be for expenses incurred in that plan year.

**22.9 Denial of Claims.** When a claim is wholly or partially denied, notice of a decision shall be furnished to the participant within a reasonable period of time.

**22.10 Limitations on Benefits.** There are maximum dollar amounts a participant may elect per plan year for services.

**22.10.1 For Qualifying Dependent Care Expenses the amount is \$5,000.**

However if the participant is married and files a separate individual tax return, the amount is \$2,500.

**22.10.2 For Reimbursable Medical Care Expenses the amount is \$5,000,** and there is a minimum salary reduction of \$180 per Plan Year.

**22.11 Plan Administrator.**

**22.11.1 The administrator shall have such authority as may be necessary** to administer the plan in all of its details including, but not limited to, the following rights, powers, and duties:

- To make and enforce such rules and regulations as the administrator deems necessary and proper for the efficient administration of the plan;
- To interpret the plan, the good faith interpretation thereof to be final and conclusive on all persons claiming benefits;
- To prepare and file such reports as may be required by Kansas or federal law; and,

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- To appoint such agents, counsel, accountants, consultants, and other persons as may be required to assist in administering the plan.

**22.11.2 The administrator shall exercise its authority in a nondiscriminatory manner** giving all persons similarly situated substantially the same treatment.

**22.12 Amendment and Termination.** The plan may be amended or terminated at any time by the University.

**22.13 Miscellaneous.**

**22.13.1 Federal laws and the laws of the State of Kansas shall govern** the administration of the plan and the construction of the plan documents.

**22.13.2 The plan shall not be construed as the giving to any participant** or other person any legal or equitable right against the University or the administrator. The plan shall not be deemed to:

- Constitute a contract between the University and any participant or Employee;
- Be a consideration or an inducement for employment of any participant or Employee;
- Give any participant or Employee the right to be retained in the service of the University; or,
- Interfere with the right of the University to discharge any participant or Employee at any time regardless of the effect the discharge shall have upon the employee as a participant of this Plan.

**23. Eminentes Universitatis.**

**23.1 Purpose.** The University may honor individuals by awarding the title of Eminentes Universitatis.

**23.2 Eligibility Requirements.** To be eligible to receive the award, the individual shall:

- Have been an Exempt or Non-exempt Staff Employee for a continuous period of ten years or more;
- Worked .5 FTE or more each of ten continuous years;
- Retired in good standing; and,
- Provided meritorious service to the University as judged by the Department Head, Area Head, and the President.

**23.3 Procedures for Selection.**

**23.3.1 The Department Head shall recommend** the Employee whom the Department Head determines has met the requirements stated in 23.2 above.



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**23.3.2 The recommendation is made to the Area Head** to whom the Department Head reports.

**23.3.3 The Area Head shall review the recommendation** and, if the Area Head agrees, forward it to the President with recommendation for approval.

**23.3.4 If the President agrees, the President shall recommend** the awarding of Eminentes Universitatis to the Board.

**23.4 Privileges Granted.** Those awarded Eminentes Universitatis shall be:

- Listed in the University Directory;
- Presented with an appropriate certificate;
- Presented with a parking permit if requested;
- Authorized privileges in the purchase of athletic, theatre, and other tickets;
- Invited to University functions in the recipient's area of interest;
- Permitted access to the Libraries and other appropriate facilities of the University during posted University hours; and,
- Authorized access to MyWashburn and University email.

## **24. Mobile Communications & Information Devices (“Mobile CIDs”)**

**24.1 Purpose.** To ensure the use of mobile technology for Washburn University/Washburn Institute of Technology (“Washburn”) is correctly authorized and appropriate; to ensure that employees are compensated; and to ensure that the University is properly reimbursed for occasional incidental or emergency personal use of University mobile technology.

**24.2 Classification of Groups.** Mobile CIDs may be provided to certain employees within the following two groups:

**24.2.1 Group 1 - Stipend:** The position responsibilities require the employee be more immediately accessible at all times. The position responsibilities also may require immediate access to email, internet service, and text messaging capability. Examples include the president, vice presidents, associate vice presidents, deans, directors, and exceptions as appropriate. Employees in this group will provide an individually-owned mobile CID.

**24.2.2 Group 2 – University-owned:** Employees in this group fit into one of two subgroups. The first subgroup are employees that perform the majority of job activities “in the field”, where business either cannot be conducted on a landline phone or where it would be inefficient to use a landline phone. Examples include faculty or staff members who are conducting research in the field and Facilities Services and Information Technology Services (“ITS”) staff members whose daily assignments take them to various sites on or off campus. The second subgroup are

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employees whose responsibilities periodically require travel or emergency contact availability. Examples include admissions recruiters, faculty, and staff who supervise fieldwork. For this second subgroup, it may be appropriate for a department to contract for mobile devices that can be shared among staff members depending on their assignments. Group 2 employees who wish to have a mobile CID for personal use are expected to carry a second individually owned device.

**24.2.3 Business Purpose and Privacy:** University owned and supported CIDs are for business purposes only.

**24.2.3.1** Use of a mobile CID to conduct Washburn University business may subject the mobile CID to examination for legal purposes – subpoena or open records request – for relevant information, such as emails, documents and text messages. Any emails, documents or text messages that relate to substantive business of Washburn (non-substantive would be setting up a time to meet or call someone or checking on availability to meet) must be stored on a Washburn device, such as a computer, or in hard copy form.

**24.3 Employee Eligibility:**

If an employee's job duties require ready accessibility for frequent or emergency contact with colleagues and/or the public, and the accessibility extends to time away from work or involves on-call responsibilities, then the eligible employee may provide an individually-owned mobile CID for which they will be compensated for business use pursuant to these regulations and procedures (regulations).

Washburn will use discretion to determine who is eligible and what service plan and features are required. Only certain employees meeting the specific criteria will be eligible for a personal mobile CID stipend.

**24.3.1 Group 1 Stipend - Criteria for eligibility:**

- a) The job function of the employee requires considerable time outside of his/her assigned work area and accessibility during those times;
- b) The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required;
- c) The job duties of the employee requires him/her to have voice, wireless data and internet access; or
- d) The employee is designated as a "first responder" to emergencies.

Employees eligible for a mobile CID stipend must submit the mobile device request form. An employee who only occasionally is contacted for business purposes is not eligible for a stipend.

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If an employee meets the eligibility requirements for a mobile CID, as outlined above, a stipend may be requested in writing by using the mobile device Group 1 Employee request form, which can be requested in the Purchasing Office.

After completing the form, the request approval and payment will be processed as follows:

- a) Request to be submitted through the vice presidents or controller/director of finance for approval.
- b) The amount of the stipend will be determined based on the type of plan required of the employee's position to perform required job responsibilities;
- c) The approved document will be sent to payroll and the stipend amount will be added to the employee's regular pay.
- d) The stipend will be paid as a flat rate per pay period, based on his/her selected service outlined in the regulations. Washburn will pay only the agreed upon amount and nothing more.

**Note:** The stipend is neither permanent nor guaranteed. Washburn reserves the right to remove a participant from this plan or cancel the stipend.

#### **24.3.2 Group 2 University-owned - Criteria for eligibility:**

- a) The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours where time sensitive decisions/notifications are required; or
- b) The employee falls into one of the two subgroups defined in section 24.2.2 above.

#### **24.4 Equipment Purchase:**

Washburn will not pay for the purchase of individually-owned mobile CIDs, activation fees, accessories, or insurance.

#### **24.5 Funding and Responsibilities.**

**24.5.1 Funding Group 1:** All employees who meet the criteria in Group 1 will be eligible to receive a stipend up to a specified amount per pay period to cover the cost of the mobile communication and information devices. Mobile CID stipends are charged against individual department/office budgets. An employee may not receive more than one mobile CID Stipend. The amount of the stipend authorized is based on whether the supervisor has determined that the employee requires voice only, data only, or voice and data service in order to perform duties. The stipend to

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cover the cost of mobile CIDs is subject to payroll tax withholdings. It does not constitute an increase in base pay, will not be included in any percentage calculations for increase to base pay, and does not qualify as compensation for retirement contribution purposes. See the stipend table below for current approved stipend amounts.

**Stipend:**  
**Mobile Communications and Information Devices (CIDs)**  
**Group 1 Employees**  
**Effective FY2019**

<u>Service</u>	<u>Monthly</u>
Voice Only	\$15
Data Only	\$20
Voice and Data	\$40

**24.5.1.1 Group 1 stipend - employee responsibilities:** It is the employee's responsibility to select and manage the approved level of service and to ensure that the mobile CID remains in good working condition. The employee owns the device and is responsible for warranties, repairs, upgrades, replacements, and purchase of accessories.

Employees are responsible for operating university-owned/rented vehicles and potentially hazardous equipment in a safe and prudent manner; therefore, employees are not permitted to use mobile CIDs while operating such vehicles and equipment.

**24.5.1.2 Group 1 stipend - department responsibilities:** It is the department head's/supervisor responsibility to identify any employees who are included in Group 1. Departments with employees who fall into this category are responsible for budgeting the cost of the approved stipend and for reviewing the necessity of the stipend on a periodic basis.

**24.5.2 Funding Group 2 University-owned:** The lowest cost service plan available to accommodate the particular business need of the employee shall be utilized. The supplier of mobile CIDs shall be expected to present a monthly billing statement for use by the University, showing for each call, the date, time, length, billing charge, and phone number of the other party, when such number is available.

Purchasing and ITS must review new contracts; ITS also must review all renewing service contracts. Normal contract length should be one year. The University owns the device and enters into the contract with the supplier.

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Grant or contract funds may not be used for the purchase or installation of mobile equipment and may not be used as the funding source for ongoing monthly charges unless specifically authorized in the grant award or contract document.

**Note:** University-owned phone numbers are the property of Washburn.

**24.5.2.1 Group 2 University owned - employee responsibilities:** Each employee shall be responsible for the safe keeping, care, and custody of an assigned device.

Each mobile device user must review the detailed monthly statement for billing accuracy. The user must identify all personal calls (including those that do not generate a charge) and must certify that the Washburn supported mobile CID was used for business purposes, with only minimal personal use. The certified call detail log must be received in the Finance Office within 12 days of receiving the monthly statement.

Washburn provides mobile devices to employees for the purpose of conducting University business. Employees assigned a University – owned mobile CID are expected to carry a second individually-owned device they wish to have a mobile CID for personal use. In accordance with IRS regulations, more than minimal personal use of an employer-provided cell phone is prohibited. When monthly plan minutes are exceeded, the employee must reimburse the department for the lesser of any unauthorized personal call minutes and the amount of minutes of usage which exceed the plan and all related long-distance and roaming charges. The employee's reimbursement check (payable to Washburn University) must be submitted with the signed monthly statement described in the preceding paragraph.

**24.5.2.2 Group 2 University Owned - Department responsibilities:**

Department heads or supervisors shall review, at least annually, all mobile CID plans used by their employees to evaluate cost efficiency and to ensure compliance with these regulations.

Department heads or supervisors will ensure that when an employee changes departments or leaves the University, all equipment (including, chargers, extra batteries, hands-free devices, etc.) is returned to the department and service is cancelled or transferred to an approved employee.

Conducting University business during non-work hours via University cell phones or other phones may be a compensable activity for non-exempt (hourly) staff under the Fair Labor

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Standards Act (FLSA). Supervisors need to be aware of this obligation and manage staff time accordingly. For more information please contact Human Resources.

#### **24.6 Oversight and approval:**

**24.6.1 Group 1 Stipend:** Individual departments of the president, vice presidents, associate vice presidents, deans, and directors are responsible for identifying employees who hold positions that require a mobile CID. Each department is strongly encouraged to review whether such a device is necessary.

The department directors are responsible for overseeing employee mobile CID needs and assessing each employee's continued need of a mobile CID for business purposes. The need for a mobile CID stipend should be reviewed annually, to determine if existing mobile CID stipends should be changed.

- The vice president for administration & treasurer, vice president for academic affairs, or controller/director of finance will have the final approval authority.
- Stipends are funded by the department submitting the request.

#### **24.6.2 Group 2 University-owned:**

The Department Directors are responsible for overseeing departmental University cell phone needs and assessing each employee's continued need of a cell phone for business purposes. Eligible employees that have been identified as necessitating a mobile CID are to be reviewed at least annually.

- The vice president for administration & treasurer, vice president for academic affairs, or controller/director of finance will have the final approval authority.
- University mobile CIDs will be funded by the department who is submitting the request.

#### **24.7 Consequences of noncompliance:**

Department heads or supervisors who become aware of a violation of these regulations shall take such remedial action as may be appropriate to control any such violation.

Failure to comply with the regulations, including multiple instances of personal use of a University-owned mobile CID, will result in loss of mobile communication and information device and service privileges and may also result in appropriate disciplinary action (WUPRPM Section F. Employee and Labor Relations).

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## **24.8 Transition of employees between classification groups**

### **24.8.1 Establishing Group 1 stipend - transition**

There will be a transition to Group 1 for some individuals who currently carry a university-owned and supported mobile CIDs. The transition from university-owned mobile CID to individually-owned CID should follow steps 1 – 5. First time applicants who never had a university-owned mobile CID should follow step 4.

**24.8.1.1 Step 1: Current contract review** – Verify that the current contract paid by the University is on a month-to-month basis and that there will be no early termination penalties for cancelling the plan. The University will not pay any early termination penalties. If the current contract is not month-to-month, the transition may be delayed until the contract requirements have been fulfilled.

**24.8.1.2 Step 2: Group 1 Approval request** – Complete Group 1 request form and obtain appropriate signatures. Form is available through the Purchasing Office, Morgan Hall, Room 214. After appropriate signatures are obtained send the completed form to: Payroll, Morgan Hall, Room 212. The supplement will be paid automatically each pay period until Group 1 request form cancellation is sent to Payroll to discontinue.

**24.8.1.3 Step 3: Mobile CID equipment** – Employees will need to turn in their university-owned CID to the Purchasing Office or Inventory Control Services. They may purchase a new mobile CID from the University provided master list of local retailers when establishing a new personal contract which can be obtained in the Purchasing Office.

**24.8.1.4 Step 4: Employee to establish new contract** – The employee is responsible for signing up for a personal contract with the carrier of his or her choice. The personal contract will contain at a minimum the categories that have been approved for the stipend (voice only, data only, or voice and data). Wireless numbers may be transferred between carriers. Guidance on how to transfer phone numbers to specific carriers is available through the Purchasing Office. As noted earlier, University-owned phone numbers are the property of Washburn.

**24.8.1.5 Step 5: Cancel departmental contract** - Contact mobile communication provider to cancel existing contracts.

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**24.8.2 Establishing a Group 1 mobile CID stipend** - The following steps should be followed for any employee who is authorized to receive a Group 1 mobile CID Stipend.

**24.8.2.1 Group 1 Approval request** – Employee completes Group 1 request form, obtain appropriate signatures, and submit to Payroll as described in section 24.6 above.

**24.8.2.2 Employee to establish new contract or continue existing contract** – Employee establishes new personal contract in accordance with step 4 above.

**24.8.2.2.1 Employee responsibilities:** It is the employee’s responsibility to select and manage the approved level of service and to ensure that the mobile CID remains in good working condition. The employee owns the device and is responsible for warranties, repairs, upgrades, replacements, and purchase of accessories.

**24.8.2.2.2 Department responsibilities:** It is the department head’s responsibility to identify any employees who are included in Group 1. Departments with employees who fall into this category are responsible for budgeting the cost of the approved stipend and for reviewing the necessity of the stipend.

**24.8.3 Establishing University-owned mobile CID – Group 2**

The following steps should be followed when a Group 2 departmental mobile CID (primary use will be shared mobile CID when not assigned to a specific individual) is authorized:

**24.8.3.1 Step 1: Group 2 approval request** – Complete Group 2 request form and obtain appropriate signatures. The form is available at the Purchasing Office, Morgan Hall Room 214.

**24.8.3.2 Step 2: Select equipment and establish new service plan contract** The department is responsible for selecting the equipment and a service plan that meets established business requirements for the least cost. The supplier of the mobile CID shall be expected to present a monthly billing statement for use by the University, showing for each call, the date, time, length, billing charge, and phone number of the other party, when such number is available.



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**24.8.3.3 Step 3: Remind employees that departmental phones should not be used for personal calls** – In accordance with IRS regulations, more than minimal personal use of an employer-provided cell phone is prohibited. Employees assigned a university-owned CID are therefore expected to carry a separate individually owned mobile CID if needed for personal use.