

# Tennessee Technological University

## Employee Benefits

Revision 1.0.A  
TTU Human Resources Services

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# Employee Benefits

## Holidays

The following days are considered official holidays for the administrative staff and clerical and support staff employees. When a recognized holiday falls on Saturday, the Friday preceding the holiday is substituted. When a holiday falls on Sunday, the Monday following the holiday is substituted. Official holidays are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

In addition to the above holidays, the President, with the approval of the Chancellor, may declare a maximum of an additional five (5) days as administrative closing days. These days are designated as time off from work with pay for regular full-time and part-time employees. Additional closing days charged to annual leave may be designated by the President with the approval of the Chancellor. An employee who does not have sufficient leave will be on leave-without-pay. Should an employee be in a leave-without-pay status due to an officially declared administrative closing which immediately precedes and/or follows a designated holiday, he/she shall be eligible to receive holiday pay.

### 1.1 Eligibility for Holiday Pay

**1.1.1** Regular full-time and part-time, executive, administrative and professional, twelve-month academic and clerical and support personnel who are employed on a continuing basis and whose employment is expected to exceed six (6) months, shall be eligible to receive pay for holidays. Full-time, nine-month academic personnel are eligible to receive holiday pay for those holidays occurring within their nine-month appointment period. Employees on MODFY (modified fiscal year) appointments are eligible to receive holiday pay for those holidays occurring during the MODFY (modified fiscal year) period. Eligible part-time

personnel will receive holiday pay on a prorated basis. Temporary employees and adjunct faculty are not eligible to receive holiday pay.

**1.1.2** Eligible employees will not receive holiday pay if: (a) They are on leave of absence without pay, or (b) they take an unauthorized leave the workday before or the workday after the holiday(s).

**1.1.3** If an eligible employee is on annual leave or a paid leave when a holiday occurs, he/she will be paid for the holiday at his or her regular rate of pay and no charge will be made against accrued annual or sick leave.

**1.1.4** Effective February 1, 1988, where work schedules or duties make it necessary for a nonexempt employee to work either the actual holiday or the substituted Friday or Monday, the employee will be compensated either by payment of overtime at time and one half or compensatory time at time and one half. This premium pay for holiday work will be given regardless of the total number of hours worked in the week. If the time cannot be taken off prior to the end of the pay period covering the period in which the weekends, the employee must be compensated in cash or its equivalent.

**1.1.5** When work schedules or duties make it necessary for an administrative employee to work on a holiday, a corresponding amount of time off shall be granted.

## Support for Educational Assistance

Tennessee Technological University and the Tennessee Board of Regents are committed to the need for the continued professional growth and development of employees.

Support for educational assistance of personnel and their dependents is an important vehicle for addressing that need. These programs are available subject to funds being budgeted and available within the institution. The Human Resource Services Office is responsible for the administration of the various programs with the exception of the two programs offered to general state employees and the dependents of licensed teachers, state employees and veterans. (See Employee Benefits, Sections [2.8](#), [2.10](#) and [2.11](#)). Exceptions to the provisions of the programs can be made upon recommendation of the President and approval by the Chancellor.

### Types of Support for Educational Assistance

There are eleven (11) programs by which the University may provide for personnel to further their formal education. The programs are:

[2.1 Faculty/Administrative/Professional Staff Grant-in- Aid Program](#)

[2.2 Faculty/Administrative/Professional Staff Tuition or Maintenance Fee Reimbursement Program](#)

[2.3 Employee Audit Program](#)

[2.4 Clerical and Support Staff Maintenance Fee Payment Program](#)

[2.5 Fee Waiver for Tennessee Board of Regents/UT System Employees](#)

[2.6 Desegregation Development Programs](#)

[2.7 Fee Discount for Spouse and/or Dependent Children](#)

[2.8 Veteran's Dependents' Post Secondary Education Program](#)

[2.9 Age 65 or above](#)

[2.10 Public Higher Education Fee Waiver for State Employees](#)

[2.11 Fee Discount for Dependent Children of Licensed Public School Teachers or State Employees](#)

## Who May Participate

The groups listed below may be eligible to participate in the various programs, contingent upon classification, service requirements, and other restrictions. Complete eligibility information is contained in each program.

Group	Programs
Regular full-time employees	<a href="#">2.1</a> , <a href="#">2.2</a> , <a href="#">2.3</a> , <a href="#">2.4</a> , <a href="#">2.5</a> , <a href="#">2.6</a> , <a href="#">2.7</a> , <a href="#">2.9</a>
Regular part-time employees	<a href="#">2.1</a> , <a href="#">2.2</a> , <a href="#">2.3</a> , <a href="#">2.4</a> , <a href="#">2.7</a> , <a href="#">2.8</a> , <a href="#">2.9</a>
TBR retirees	<a href="#">2.2</a> , <a href="#">2.3</a> , <a href="#">2.4</a> , <a href="#">2.7</a> , <a href="#">2.8</a> , <a href="#">2.9</a>
Personnel assigned by the military to the institutions/ centers through an agreement	<a href="#">2.3</a> , <a href="#">2.4</a> , <a href="#">2.5</a> , <a href="#">2.7</a> , <a href="#">2.8</a> , <a href="#">2.9</a>
State employees	<a href="#">2.3</a> , <a href="#">2.8</a> , <a href="#">2.9</a> , <a href="#">2.10</a>
Eligible dependents of licensed public school teachers or State employees	<a href="#">2.8</a> , <a href="#">2.11</a>

## Taxation of Educational Assistance Programs

Undergraduate and graduate course tuition paid by the Tennessee Board of Regents institutions and the University of Tennessee System for their employees is eligible for exclusion from the employees' gross annual income, in accordance with Internal Revenue code (IRC) Section 117(d). The maximum amount eligible for exclusion is \$5,250 per year.

### 2.1 Faculty/Administrative/Professional Staff Grant-in-Aid (GIA) Program

The grant-in-aid is intended to serve as a means of career (job-related) development as well as individual professional development. GIA shall be available to eligible employees whose proposed courses of study will, in the judgment of the president, enhance the value of the employee to the institution.

#### 2.1.1 Eligibility

Any regular faculty member or administrative/ professional staff member at Tennessee Technological University who has been employed by the institution for two or more years may, upon the approval of the president, be eligible for receipt of a grant-in-aid award. Employees with temporary service immediately preceding regular employment shall receive credit for such service if they qualify for leave accrual and longevity adjustments. Requests for grants-in- aid shall be submitted on a Faculty or Administrative/Professional Staff Grant-in-Aid Recommendation Form ([See Exhibit EB-1](#)). The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

#### **A. Award Basis**

The grant-in-aid shall be awarded on the basis of demonstrated need for further academic development which will ultimately benefit the institution. Written justification must be submitted to the president.

#### **B. Degree Requirements**

Grants-in-aid normally will be limited to personnel working toward the doctorate, or other terminal degree. However, requests for aid to pursue degrees below the doctoral level in technical/professional disciplines, and for the training or retraining of administrative/ professional staff will be considered. All grants-in-aid should be recommended on the basis of the following priorities:

1. Requests from minority and female personnel,
2. Requests from tenured faculty,
3. Requests from tenured/non-tenured personnel of departments in which Tennessee Technological University desires further development.

#### **C. Length of Grant-in-Aid**

No grant-in-aid shall be awarded for a period longer than twelve (12) months. In general, a full-time grant-in-aid will be awarded on a one-time basis. If the program objectives are not achieved by the end of the designated period, Tennessee Technological University may grant a leave of absence for a maximum of an additional twelve-month period. A second grant-in-aid may only be awarded after the recipient has fulfilled the return employment commitment of the first award.

#### **D. Full-Time Status**

Grant recipients must be placed on an approved leave of absence and enroll as full-time students in credit courses except where less than full-time is needed to complete the program.

#### **E. Change of Status**

The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

### **2.1.2 Fees Paid/Type Course Paid/Number of Hours**

This program is designed to provide an individual with institutional funds for tuition or maintenance fees and/or living allowances in accordance with the following provisions:

**A.** Reimbursement of tuition-related fees may not exceed actual maintenance fees or tuition. Tuition-related fees may include maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration, but shall not include room, board and supplies.

**B.** Monthly living allowances may not exceed 50% of the grantee's monthly salary. Academic year salaries are to be divided by nine to derive an equal monthly salary rate.

### **2.1.3 Payback Provisions**

A Faculty or Administrative/Professional Staff Grant-in-Aid Contract ([See Exhibit EB-2](#)) shall be executed between the institution and the recipient of the grant-in-aid stating the conditions under which the grant-in-aid is awarded. The conditions of a grant-in-aid shall comply with the following minimum requirements:

**A.** The recipient shall be required to return and be employed by the institution for not less than three months of full-time employment for each month of grant-in-aid awarded. Repayment of time shall commence immediately after completion of the period of study, or withdrawal from program. In exchange for reimbursement of allowable expenses, a participant will commit to work for the sponsoring institution or if no appropriate employment is available, at one of the other Tennessee Board of Regents institutions or within the University of Tennessee system.

**B.** Failure on the part of the recipient to remain employed for the period of time agreed upon in the contract shall result in a financial obligation to the institution based upon the terms of the contract. The contract specifies that if employment is terminated prior to fulfillment of the employment obligation, the final paycheck and check representing the amount of accrued, but unused annual leave may be withheld as repayment of the financial obligation. If such amounts are insufficient to recoup the amount owed by the employee, the institution has the option of pursuing one of two methods to achieve repayment as stated below:

- 1.** The amount or balance owed shall become an account receivable and the institution shall follow the procedure outlined in the Tennessee Board of Regents Guideline B- 010, Accounts Receivable - Employee Receivables. If payment in full is not obtained, the debt shall be assigned to a collection agency; or
- 2.** The employee will be required to execute a promissory note ([See Exhibit EB-3](#)) acknowledging receipt of the grant-in-aid and containing repayment terms and conditions consistent with the grant-in- aid contract prior to the employee leaving the institution should he/she fail to fully complete the employment requirements of the contract.

**C.** Summer or short-term employment shall be considered part-time employment in cases where the employee holds an academic year appointment. No part-time employment shall be creditable toward the fulfillment of the contract.

#### **2.1.4** When the Participant May Attend

After approval, the institution may issue and execute the contract stating to the recipient the conditions under which the grant-in-aid is awarded.

#### **2.1.5** Accounting/Budgeting Provisions

**A.** The number of grants-in-aid shall not exceed three percent (3%) of the number of full-time faculty and administrative/professional staff at the institution at the time the awards are requested. At institutions where the number of full-time faculty and administrative/ professional staff totals less than one hundred (100), three (3) such grants may be awarded.

**B.** Requests for grants-in-aid shall be submitted ([using the form in Exhibit EB-1](#)) to the president for approval prior to the beginning of the semester. After approval, the institution may issue and execute the contract.

C. Complete materials supporting each grant-in-aid request shall be maintained. Also, each grant recipient shall be required to provide the president with official grade reports during and upon completion of the grant period. Continual participation is dependent on the recipient's satisfactory progress toward completion of a course of study.

#### **2.1.6 Where the Participant May Attend**

Participants may attend public and private institutions of higher education. Requests for grants-in-aid for participants will be reimbursed at the current semester hour rate for that institution.

### **2.2 Faculty/Administrative/Professional Staff Tuition or Maintenance Fee Reimbursement Program**

The fee reimbursement program is intended to serve as a means of career (job-related) development as well as individual professional development. The program should enhance the value of the employee to the institution.

#### **2.2.1 Eligibility**

A. Any regular part-time or full-time faculty, administrator and professional staff who has been employed for at least six months, may, upon approval of the president, be eligible to participate. Employees with temporary service immediately preceding regular employment shall receive credit for such service if they qualify for leave accrual and longevity adjustments. Requests for tuition or maintenance fee reimbursement shall be submitted at least two weeks prior to enrollment ([See Exhibit EB-4](#)). The approval process for this program includes routing through normal University channels, e.g., Department, Chairperson, Dean, Vice President for Academic Affairs, President. Regular part-time employees may receive a pro rata portion of assistance based on percentage of contract for employment.

B. Reimbursements normally will be limited to personnel working toward the doctorate, or other terminal degree. However, requests for aid to pursue degrees below the doctoral level in technical/professional disciplines, and for the retraining of administrative/professional staff will be considered. All reimbursements should be recommended on the basis of the following priorities:

1. Requests from minority/female personnel,
2. Requests from tenured faculty,

**3.** Requests from tenured/non-tenured personnel of departments in which the institution desires further development.

**C.** Employees who retire with at least ten (10) years of service maintain eligibility under this program.

**D.** The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

### **2.2.2** Fee Paid/Type Course Paid/Number of Hours

**A.** This program is designed to provide maintenance or tuition-related fees for an employee who takes credit courses on a part- time basis while continuing work responsibilities at the home institution.

**B.** Reimbursement may not exceed actual maintenance or tuition-related fees for a maximum of six credit hours per semester. Tuition-related fees may include maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration. This maximum does not apply to summer study.

**C.** Employees enrolled in specialized graduate degree programs or similar concentrated programs for which fees are in excess of the prevailing graduate fee rates shall be reimbursed equivalent to the maximum fee waiver they would receive if they enrolled in any non-concentrated graduate courses for that semester (i.e., six hours times the published graduate hourly fee at the institution attended).

Fees for such programs may not be discounted for individual students, except as provided above.

**D.** For individuals who wish to attend other than a Tennessee public institution under the faculty/administrative/professional staff tuition maintenance fee reimbursement program, Tennessee Technological University will pay a credit hour amount up to the credit hour amount required to attend Tennessee Technological University. Additionally, per Tennessee Board of Regents Guideline P-130, this program is subject to funds being budgeted and available within the institution.

### **2.2.3** Payback Provisions

**A.** The recipient, unless retired, shall be required, after completion of the course or courses, to be employed by the institution for not less than one (1) month of full-time employment for each month of the term of

participation in the Faculty/Administrative/ Professional Staff Tuition Reimbursement Program.

**B.** Participants must complete with passing grades all courses in which they enroll under this program in order to take subsequent courses in this program. A grade of incomplete or withdrawal from a course after the drop/add deadline is not considered as achieving a passing grade. The employee must pay for and successfully complete the same number of semester hours before again being eligible for this program. Exceptions will be made only in cases (1) where a course is failed for valid health reasons or (2) where another substantial reason has been approved by the president or a designee.

#### **2.2.4 When the Participant May Attend**

Except for retirees, courses must be scheduled in counsel with supervisors to insure optimum job performance. Courses should be scheduled at times other than during normal work hours unless annual leave or flextime, based on the institution's needs, has been approved.

##### **A. Accounting/Budget Provisions**

**1.** Requests/recommendations for Faculty/Administrative/Professional Staff Tuition or Maintenance Fee Reimbursement Program shall be submitted to the president prior to each academic term, using the form which appears in [Exhibit EB-4](#). A separate contract is not necessary. If the employee is required to pay fees when due, fees may be paid in accordance with the provisions of the TBR Deferred Payment Guideline B-070 provided a deferred payment plan has been implemented at the institution the employee is attending. It is the obligation of the recipient to repay the fees if course work is not satisfactorily completed.

**2.** Complete materials supporting each tuition or maintenance fee reimbursement request shall be maintained. Also, each recipient shall be required to provide the president with official grade reports for each course taken.

#### **2.2.5 Where The Participant May Attend**

Participants may attend accredited public and private institutions of higher education. Requests for participants will be reimbursed at the current semester hour rate at explained in Employee Benefits, Section 2.2.2.

## **2.3 Employee Audit/Non-Credit Program**

This program is designed to provide course or maintenance fees only for an employee who takes courses on an audit or job-related non-credit basis at the home institution or another Tennessee public institution while continuing work responsibilities at the home institution.

### **2.3.1 Eligibility**

- A.** Any regular full-time or part-time employee, including faculty, who has been employed by the institution for at least six months is eligible - with the approval of the president or his/her designee to participate. ([See Exhibit EB-5](#)) Regular part-time employees may receive a pro rata portion of assistance based on percentage of contract for employment. Employees with temporary service immediately preceding regular employment shall receive credit for such service if they qualify for leave accrual and longevity adjustments. In addition, contingent upon space availability, retired state employees with 30 or more years of service are eligible to audit courses at state institutions of higher education without charge.
- B.** Employees who retire with at least ten (10) years of service immediately preceding retirement maintain eligibility under this program.
- C.** Regular full-time and part-time employees and temporary employees who are 60 years of age or older during the academic quarter or semester in which they begin classes may audit courses without charge.
- D.** With the exception of employees mentioned in Employee Benefits, 2.3.1.C above, the status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

### **2.3.2 Fees Paid/Type Course Paid/Number of Hours**

The program is designated to pay maintenance or tuition-related fees for audit or job-related non- credit courses to a maximum of six credit hours or two non-credit courses per semester. Tuition- related fees may include maintenance fees, tuition, debt service fees, technology access fees, service charges and incidental fees payable at the time of registration.

### **2.3.3 Payback Provisions**

Payback provisions do not exist.

### **2.3.4 When the Participant May Attend**

- A.** Employees, in counsel with their immediate supervisors, should limit the number of courses audited so as to maintain an optimum level of job performance.
- B.** Except for retirees, courses should be scheduled at times other than during regularly scheduled work hours unless annual leave or flextime, based on the institution's needs, has been approved.
- C.** Course enrollment will be permitted on a "space available" basis.
- D.** An employee may register only after the formal registration period as defined by the institution.

### **2.3.5 Accounting/Budgeting**

- A.** Requests shall be submitted on an Employee Audit/Non-Credit Program form at least two weeks prior to enrollment in the course or courses. (State retirees shall submit forms developed by the Tennessee Higher Education Commission.)
- B.** The employee may request sponsorship from his/ her department or administrative unit for support for maintenance or tuition-related fees for courses taken.
- C.** The institution where the person is an employee shall account for the chargeback as an employee benefit to indicate the institution is paying the cost for the benefit of the employee. The charged institution shall remit the tuition fees to the institution providing instruction as maintenance income. Forms for state retirees shall be processed in the same manner as fee waivers for state employees.

### **2.3.6 Where the Participant May Attend**

All such audit/non-credit courses must be accomplished at the institution where the person is/was employed or another Tennessee public institution. Employees requesting support must meet the requirements for admission and are subject to institutional regulations and academic procedures. This provision does not apply to medical, dental or pharmacy schools.

## **2.4 Clerical and Support Staff Maintenance Fee Payment Program**

This program's general goal is to encourage staff members to develop their skills and knowledge through participation in educational programs. The fee payment program is designed to provide maintenance fee payment for an employee who takes credit courses

in a degree program and who takes the courses at any Tennessee public institution while continuing work responsibilities at the home institution.

#### **2.4.1 Eligibility**

**A.** This program is available to all regular part-time and full-time clerical and supporting staff members who have been employed by Tennessee Technological University for at least six months. Staff members shall be defined as not including faculty, administrators/professional staff, graduate assistants, post-doctoral fellows or personnel holding faculty rank or status. Regular part-time employees may receive a pro rata portion of assistance based on percentage of contract for employment. Employees with prior temporary service immediately preceding regular employment shall receive credit for such service if they qualify for leave accrual and longevity adjustments.

**B.** In addition, employees who retire with at least ten (10) years of service maintain eligibility under this program.

**C.** The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

#### **2.4.2 Fees Paid/Type Course Paid/Number of Hours**

**A.** This program is designed to provide maintenance or tuition-related fees for a maximum of six (6) credit hours per term. Tuition-related fees may include maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration. The employee will be responsible for application fee and required deposits, laboratory fees, etc.

**B.** Employees must meet the requirements for admission and are subject to institutional regulations and academic procedures.

#### **2.4.3 Payback Provisions**

**A.** Participants must complete with passing grades all courses in which they enroll under this program in order to take subsequent courses in this program. A grade of incomplete or withdrawal after the drop/add deadline is not considered as achieving a passing grade. The employee must pay for and successfully complete the same number of semester hours before again being eligible for this program. Exceptions will be made only in cases (1) where a course is failed for valid health reasons or (2) where another substantial reason has been approved by the president or a designee.

**B.** Complete materials supporting individuals' requests shall be maintained. Each recipient shall be required to provide the president with affirmed grade reports for the course(s) taken.

#### **2.4.4** When the Participant May Attend

**A.** After the employee has made application and received final acceptance, the employee must submit the request to his or her supervisor two weeks prior to registration. Employees, in counsel with their supervisors, must limit the number of credit hours in which they enroll so as to maintain an optimum level of job performance.

**B.** Except for retirees, courses should be scheduled at times other than during regularly scheduled work hours unless make-up time is scheduled by the supervisor.

#### **2.4.5** Accounting/Budgeting Provisions

**A.** Requests for approval to participate in the Clerical and Support Staff Maintenance Fee Payment Program shall be submitted on an Application for Staff Scholarship ([See Exhibit EB-6](#)) which is available in departmental offices.

**B.** The institution where the person is an employee shall account for the chargeback as an employee benefit to indicate the institution is paying the cost for the benefit of the employee. The charged institution shall remit the tuition fees to the institution providing instruction as maintenance income.

#### **2.4.6** Where the Participant May Attend

Employees may enroll in courses at any Tennessee public institution.

### **2.5 Fee Waiver for Tennessee Board of Regents/University of Tennessee System Employees**

Pursuant to Chapter 191 of the Public Acts of 1985, full-time employees of the Tennessee Board of Regents and University of Tennessee systems are eligible to enroll in one course per term at any public postsecondary institution, with fees waived for the employee, on a space available basis. The following guidelines are proposed for the uniform administration of PC-191 by TBR institutions and Tennessee Technology Centers, effective July 1, 1985, and shall have no effect on the existing Faculty and Staff Development Programs at the institution or Tennessee Technology Center.

### **2.5.1 Eligibility**

**A.** All full-time employees (faculty, administrators, and support staff) of the universities, community colleges, technical institutes, Tennessee Technology Centers and Central Office staff are eligible to participate.

**B.** The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

### **2.5.2 Fees Paid/Type Course Paid/Number of Hours**

**A.** One graduate or undergraduate course which includes tuition, maintenance fees, debt service fee, student activity fees, technology access fees and registration fees is paid per term. Employees are responsible for special course fees, books and supplies, application fees, applied music fees, lab fees, off-campus facility fees, parking fees and traffic fines. "Term" shall mean any period of time in which a student may receive a grade for the completion of a course. It is the intent of this guideline that employees will normally be eligible for one course per term; however, the structure of academic calendars in the summer may permit an employee's eligibility for more than one course. An employee may not enroll in more than one course under the provisions of this guideline if the terms overlap. Furthermore, employees are not eligible for fee waivers at more than one institution per term.

**B.** Courses under this program must be for credit, and employees must meet the regular academic rules and regulations of the institution offering the course. Exception: fee waivers may not be used for correspondence courses. Auditing a course is allowed if the course is a credit course. Fees will not be waived for programs for which part-time or course by course enrollment is prohibited as determined by the institutions or costs exceed regular courses. Examples include, but are not limited to, programs of law, medicine, dentistry, pharmacy, veterinary medicine.

### **2.5.3 Payback Provisions**

None required.

### **2.5.4 When the Participants May Attend**

**A.** Supervisors/department heads who approve fee waiver applications should keep in mind that job performance is paramount and must receive priority.

**B.** Course attendance may not disrupt the employee's work schedule; therefore, employees must request annual leave or appropriate time off to attend courses during work hours.

### **2.5.5 Accounting/Budgeting Provisions**

**A.** An employee must complete an Application for PC 191 Fee Waiver form ([Exhibit EB-7](#)) and receive approval from his/her supervisor prior to registering for a course. Forms are available in the employee's department. After obtaining approvals through the appropriate Academic or Administrative Officer, the form should be sent to the Graduate School for graduate students and to Admissions for undergraduate students.

**B.** If the employee is attending the employer institution, the expenditure is charged to employee benefits. If the employee is attending another institution, the institution attended charges the expenditure to scholarships and fellowships. The employer institution does not recognize an expenditure when an employee attends another institution.

**C.** Employees' enrollments will be reported in a new category to be established in Student Information System (SIS).

**D.** The University of Tennessee and the Tennessee Board of Regents do not exchange funds for employees taking courses between the systems.

### **2.5.6 Where the Participant May Attend**

An employee is eligible to enroll in any Tennessee public postsecondary institution, and/or Tennessee Technology Center.

### **2.5.7 Restrictions on Space Available**

**A.** Course enrollment will be permitted on a "space available" first-come-first-served basis. No tuition paying student shall be denied enrollment in a course because of state employee enrollments pursuant to this section. Employees may not be considered in the determination of whether a course has sufficient enrollment to be offered.

## **2.6 Desegregation Development Programs (Geier Stipulation of Settlement)**

### **2.6.1 Black Staff Development Program**

This program, authorized by the Geier Stipulation of Settlement, enables black staff members to obtain advanced degrees and become eligible for positions of higher rank and salary within all institutions of higher education in Tennessee. Its intent is to prepare the employee to assume more complicated and significant

duties. This will be accomplished through the ultimate placement of the employee in such a position based upon the employee's performance, career preferences, and the immediate and long range needs of the Tennessee Board of Regents and the University of Tennessee Systems.

The president of each institution shall designate a Black Staff Development Program coordinator for that campus. The University's Affirmative Action Coordinator serves as coordinator for this program. This coordinator shall be responsible for general overview of the program and its participants and shall be responsible for insuring the program's effective and equitable operation. The program coordinator shall: assist in identifying areas into which program participants can be advanced, identify the eligible population of black staff at the institution, serve as a contact for black applicants to the program in the selection process, chair the screening committees, monitor the participants' progress through the program, coordinate their ultimate placement, and, as approved by the president, act as campus liaison with the Tennessee Board of Regents and other institutions on issues such as funding, inter- institutional placements, etc.

The placement of development program participants will be an institutional obligation as the final phase of the program. This placement will normally occur at the institution where the participant is employed. However, if opportunities exist at other public higher education institutions in Tennessee for which the individual is qualified, then an inter-institutional placement may be made, subject to the participant's discretion and the approval of the presidents of the institutions involved. Ideally, the placement should be made to a position identified at the program's inception.

#### A. Eligibility

The participant selection process should use equitable and objective screening criteria in recommending participants for the Black Staff Development Program. This program is designed to provide certain Tennessee Board of Regents black non-faculty employees with professional development experiences that will enhance their capabilities and facilitate their advancement to higher level positions in a Tennessee higher education institution. Employees will be selected to participate in this program on an annual basis. Therefore, allocation of funding in any given year will be at the discretion of the sponsoring institution. Each institution will identify positions into which a black staff member could be advanced after proper preparation and training. These positions may be currently authorized or may be established through the budgetary process prior to the development of the individual selected. The identified positions should involve duties of significant magnitude and scope in areas beneficial to the overall effective operation of the institutions.

- 1.** Employees eligible for this program are defined as all black administrative, professional staff and other black non- academic employees. While priority will be given to those who possess a minimum of two years of college credit, consideration will be given to the employees who do not meet this requirement.
- 2.** The employee should be a regular full-time employee, in good standing, who has completed the six (6) month probationary period. Specifically, a black staff employee would be eligible if: he/she is in a position classified as administrator, professional or non-faculty. Further, he/she should possess at least two (2) years of college credit, although this requirement may be waived.
- 3.** Formal notice of the development opportunities will occur at each institution by way of direct correspondence with the black staff identified as being eligible. In addition, notices should be posted on bulletin boards and in any available campus newsletters. These notices should instruct any interested employees to contact the program coordinator within a specified time period.
- 4.** The criteria used in selecting the program participants from the applicants interested will be as follows:

Confirmation of the successful completion of two (2) years of college work, unless this requirement has been waived; job requirements of the positions identified for advancement; individual employee's professional objectives, motivation and evidence of interest in the program's opportunities; institutional short and long term personnel needs; and employee performance appraisals.

- 5.** The application process shall begin when the qualified black staff member expresses interest by notifying the program coordinator. After initial screening by a committee, selected applicants will be interviewed by a screening committee chaired by the coordinator and representatives from the functional areas in which the ultimate placements will occur.
- 6.** After the committee's determination, the chairman shall give the committee's recommendation to the president. The president will then make his/her decision for the final selection of program participants. After the chosen participants have been communicated to the campus president, the chairman of the screening committee shall notify the participant in writing of his/her selection. Non-successful applicants shall also be notified in writing of their status. Once a participant has been selected for a

program year, that participant will be required to enter into a written agreement with the institution, reflecting the requirements of the program and penalties for breach of the agreement, prior to the distribution of any funds on behalf of the participant ([See Exhibit EB-8](#)).

7. The status of an employee on the published first day of classes for each term determines eligibility for participation in this program. Any change in status after the first day of classes shall not affect eligibility for that term or the amount of assistance received.

#### **B. Fees Paid/Type Course Paid/Number of Hours**

At the institution's discretion, any of the following benefits may be provided: These expenses for credit courses include fees such as maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration.

1. A participant's approved tuition-related expenses for credit courses may be reimbursed. The term does not include room, board and supplies. Books required for the participant's approved course of study will be reimbursed.
2. Where a participant's approved course of study is away from the home institution, expenses for room and board may be reimbursed.
3. Mileage for travel expenses for attending any class pursuant to the participant's approved course of study. This provision applies only to participants whose round trip mileage exceeds 50 miles per trip. The actual mileage reimbursement rate and number of reimbursable miles shall be determined pursuant to the Tennessee Board of Regents General Travel Policy ([See Accounting Policies and Procedures, Section 4](#)) as amended from time to time.

#### **C. Payback Provisions**

1. In exchange for reimbursement of allowable expenses, a participant will commit to work for the sponsoring institution or if no appropriate employment is available, at one of the other Tennessee Board of Regents institutions or within the University of Tennessee system, for a period of time by selecting one of the two formulae listed below. This election shall be made by the participant upon completion of participation in the program.

**a.** The participant will agree to remain in the employ of the institution for a period of not less than one (1) year of full-time employment for each full-time equivalent year of participation in the program . (Full-time participation shall be defined as thirty (30) hours of undergraduate work or twenty-four (24) hours of graduate work), or

**b.** The participant will agree to remain in the employ of the System/institution until such time as the actual gross salary earned by the participant equals the actual amounts disbursed to or on behalf of the participant. For example, if the participant has received \$30,000 to complete an approved program and his/her annual gross salary at the completion of the program is \$30,000 he/she will be obligated to work one year in the System.

**2.** If the participant leaves the employment of the Tennessee Board of Regents System prior to the completion of the payback period he/she will be required to repay a pro rata portion of the funds disbursed for his/her course of study in relation to the period of time remaining on his/her work obligation. An exception to this requirement will be allowed if the participant leaves the employment of the Tennessee Board of Regents System for employment with the University of Tennessee System and remains so employed through the payback obligation period. The contract specifies that if employment is terminated prior to fulfillment of the employment obligation, the final paycheck and check representing the amount of accrued, but unused annual leave may be withheld as repayment of the financial obligation. If such amounts are insufficient to recoup the amount owed by the employee, the institution has the option of pursuing one of two methods to achieve repayment as stated below:

**a.** The amount or balance owed shall become an account receivable and the institution shall follow the procedure outlined in the Tennessee Board of Regents Guideline B-010, Accounts Receivable - Employee Receivables. If payment in full is not obtained, the debt shall be assigned to a collection agency; or

**b.** The employee will be required to execute a promissory note ([See Exhibit EB-3](#)) acknowledging receipt of the grant and containing repayment terms and conditions consistent with the grant agreement prior to the employee leaving the institution should he/she fail to fully complete the

employment requirements of this contract. The promissory note shall include the following terms:

- 1.** The recipient agrees to pay all attorney's fees and other costs and damages necessary for collection for any amount not paid when due.
- 2.** The recipient agrees to pay interest at the rate of 8% per year on any amount not paid when due.
- 3.** Failure of institution to provide notices hereunder or make demands shall not be deemed a waiver of any rights hereunder.
- 4.** The work payback obligation will begin upon the completion of the participant's course of study or at such time as he/she withdraws from the program regardless of which payback option is chosen.
- 5.** Each participant shall be required to provide the president with official grade reports for each semester. The process will be finalized with overall evaluation at the end of the program period, prior to placement. (Continual participation is dependent upon the recipient's satisfactory progress toward completion of a course of study.)

#### **D. When The Participant May Attend**

- 1.** A participant may obtain release time from current duties for formal coursework. Flextime or a flexible work week schedule may also be available in lieu of release time. Release time from current duties may be provided along with full or partial fee remission for the recipient to attend classes to: (1) finalize a baccalaureate degree, (2) obtain a master's degree, or (3) obtain a doctorate. The program participant may be temporarily assigned to duties of apprenticeships/internships in specified administrative offices for a designated time period. During this time, the participant shall receive exposure to and guidance in the effective administration of the relevant functional area in a systematic fashion. During this time, full salary, benefits and annual salary increases should remain intact for both release time and apprenticeships/internships.
- 2.** The professional development may include attendance at training seminars and conferences of national and regional

professional organizations; opportunities to enroll in courses of study/development; and apprenticeships and internships. The intent of these development experiences is to prepare the employee to assume more complicated and significant duties within the designated field.

#### **E. Accounting/Budgeting Provisions**

- 1.** Employees will be selected to participate in this program on an annual basis. Therefore, allocation of funding in any given year will be at the discretion of the sponsoring institution.
- 2.** One-half the funding for the participant will come from general campus operating budget and one-half will come from the special desegregation appropriations.
- 3.** Release time is based upon the number of hours taken by the participant each semester. Funds for release time are granted to each participant from the desegregation appropriation and the general campus operating budget as noted above. The unused portion of the participant's salary remaining in the general campus operating budget is then used to hire student workers, part-time help, etc. to cover the work while the participant is in class.

#### **F. Where The Participant May Attend**

Participants may attend public and private institutions of higher education. Requests for tuition and fee costs for participants attending an institution will be reimbursed at the current semester hour rate for that institution.

### **2.6.2 Black Faculty Development Program**

Tennessee Board of Regents recognizes that in order to increase the number of black faculty with doctoral degrees, it may be necessary to assist some faculty in attaining their master's degree. Tennessee Board of Regents further recognizes that to maintain the number of black faculty, it is necessary to provide incentives to assist them in attaining tenure.

Therefore, in addition to providing assistance for black faculty in attaining a doctorate, the following are applicable:

#### **A. Eligibility**

- 1.** Faculty who are working toward a doctoral degree.

**2.** Faculty who lack a master's degree are eligible. This applies especially to those at the community colleges.

**3.** Faculty who require further developmental experiences as otherwise defined in the remaining sections.

**B. Fees Paid/Type Course Paid/Number of Hours**

**1.** Approved tuition-related expenses may be reimbursed. These expenses include fees such as maintenance fees, tuition, debt service fees, service charges and incidental fees payable at the time of registration. The term does not include room, board and supplies. Tuition-related expenses will be allowed only for courses that are counted toward the participant's approved course of study.

**2.** Where a participant's approved course of study is away from the home institution, expenses for room and board may be reimbursed.

**3.** Books that are required for the participant's approved course of study will be reimbursed.

**4.** Support for personnel training or retraining so as to enhance the faculty member's expertise.

**5.** Any other activity that will enable the faculty member to achieve the purpose of this provision.

**C. Payback Provisions**

**1.** In exchange for reimbursement of allowable expenses, a participant will commit to work for the sponsoring institution or the Tennessee Board of Regents System for a period of time determined by selecting one of the two following formulae:

**a.** The participant agrees to remain in the employ of the System/institution for a period of not less than one year of full-time employment for each full-time equivalent year of participation in the program. (Full-time participation shall be defined as thirty (30) hours of undergraduate work or twenty-four (24) hours of graduate work), or

**b.** The participant agrees, after the completion of the program or the termination of their participation in the program, to remain in the employ of the System/institution until such time as the actual gross salary earned by the

participant equals the actual amounts disbursed to or on behalf of the participant. For example, if the participant has received \$30,000 to complete his/her approved program and his/her gross salary at the completion of the program is \$30,000 he/she will be obligated to work one year in the System.

**2.** If the participant leaves the employment of the Tennessee Board of Regents System prior to the completion of the payback period, he/she will be required to repay a pro rata portion of the funds disbursed for his/her course of study in relation to the period of time remaining on his/her work obligation. An exception to this requirement will be allowed if he/she leaves the employment of the Tennessee Board of Regents System for employment with the University of Tennessee System and remains so employed through the payback obligation period. The contract specifies that if employment is terminated prior to fulfillment of the employment obligation, the final paycheck and check representing the amount of accrued, but unused annual leave may be withheld as repayment of the financial obligation. If such amounts are insufficient to recoup the amount owed by the employee, the institution has the option of pursuing one of two methods to achieve repayment as stated below:

**a.** The amount or balance owed shall become an account receivable and the institution shall follow the procedure outlined in Tennessee Board of Regents Guideline B-010 , Accounts Receivable - Employee Receivables. If payment in full is not obtained, the debt shall be assigned to a collection agency; or

**b.** The employee will be required to execute a promissory note ([See Exhibit EB-3](#)) acknowledging receipt of the grant and containing repayment terms and conditions consistent with the grant agreement prior to the employee leaving the institution should he/she fail to fully complete the employment requirements of this contract. The promissory note shall include the following terms:

**1.** The recipient agrees to pay all attorney's fees and other costs and damages necessary for collection for any amount not paid when due.

**2.** The recipient agrees to pay interest at the rate of 8% per year on any amount not paid when due.

**3.** Failure of institution to provide notices hereunder or make demands shall not be deemed a waiver of any rights hereunder.

**3.** The work payback obligation will begin upon the completion of the participant's course of study or at such time as he/she withdraws from the program regardless of which payback option he/she chooses.

**4.** Once a participant has been selected for a program year, that participant will be required to enter into a written agreement with the institution, reflecting the requirements of the program, prior to the distribution of any funds on behalf of the participant ([See Exhibit EB-8](#)).

#### **D. When The Participant May Attend**

An employee may attend once the written agreement is executed.

#### **E. Accounting/Budgeting Provisions**

**1.** Employees will be selected to participate in this program on an annual basis. Therefore, allocation of funding in any given year will be at the discretion of the sponsoring institution.

**2.** One-half of the funding for this provision will come from campus general operating budget and one-half will come from the special desegregation appropriations.

**3.** A participant may obtain release time from all or part of current duties to pursue furtherance of educational goals including research, expenses related to a professional meeting to present a paper or other similar activities. Flextime or flexible hours work week may be available to certain employees.

**4.** Release time is based upon the number of hours taken by the participant each semester. Funds for release time are granted to each participant from the desegregation appropriation and the general campus operating budget as noted above. The unused portion of the participant's salary remaining in the general campus operating budget is then used to hire student workers, part-time help, etc., to cover the work while the participant is in class.

**5.** Mileage will be reimbursed for travel expenses for attending any class pursuant to the participant's approved course of study. This

provision applies only to participant's approved course of study. This provision applies only to participants whose round trip mileage exceeds 50 miles. The actual mileage reimbursement rate and number of reimbursable miles shall be determined pursuant to the Tennessee Board of Regents General Travel Policy (See [Accounting Policies and Procedures, Section 4](#)) as it is amended from time to time.

6. Where a participant's approved course of study is away from the home institution, expenses for room and board may be reimbursed.

#### F. Where The Participant May Attend

At the institution/school designated in the participant's contract.

### 2.7 Student Fee Discount for Spouse and Dependent Children of Employees

The purpose of this policy is to establish the provisions for such fee discounts up to 50% of the undergraduate fee and all mandatory student fees payable at the time of registration for spouses and dependent children of regular full-time and regular part-time employees, and to encourage such qualified students to attend the Tennessee Technology Centers, Tennessee Board of Regents and University of Tennessee institutions. These mandatory student fees include maintenance fees, tuition, student government fee, debt service fee, student activity fee, general access fee and technology access fee. The mandatory student fees do not include the application fee, off-campus facilities fee, or any special course fees.

#### 2.7.1 Eligibility

The following groups will be eligible under this program:

**A.** Regular full-time employees are eligible for a student fee discount for their spouses and dependent children who have been admitted to any of the institutions in the Tennessee Board of Regents or University of Tennessee Systems as undergraduate students through standard admission procedures. Spouses and dependent children of regular part-time employees who have one or more years of continuous service within either system working a minimum of fifty percent (50%) time shall receive a pro rata discount based on the percent of effort currently worked by the employee. (Part-time employees with temporary service immediately preceding regular service shall receive credit for such service if they are eligible for leave accrual adjustments.)

**B.** Spouses of employees having 10 or more years of continuous full-time service within the Tennessee Board of Regents System immediately

preceding retirement or death are eligible for the fee discount for five (5) years from the date of death or retirement of the employee whichever shall occur first. Dependent children of such employees are eligible for the fee discount through age 26.

**C.** Spouses of employees having less than 10 years of full-time continuous service within the Tennessee Board of Regents system immediately preceding retirement or death are eligible for the fee discount for two years from the date of death or retirement of the employee, whichever shall occur first. Dependent children of employees having less than 10 years of full-time service immediately prior to retirement or death are eligible for the 50% discount for 2 years or until age 26, whichever comes first. However, in accordance with TCA 8-50-115, dependents under age 24 at the end of the two- year period become eligible for a 25% discount if the parent:

1. Died while employed full-time (effective May 31, 1997), or
2. Was killed on the job or in the line of duty while a full-time employee.

Example 1: A dependent is 24 years of age when an employee with less than 10 years of service retires/dies. The dependent is eligible for the 50% discount for 2 years or through age 26, whichever comes first. Since he/she is 26 at the end of two years, no additional benefit is available under TCA§8-50-115.

Example 2: A dependent is 18 years old when an employee dies with less than 10 years of service. He/she is eligible for a 50% discount for two years. Since he/she is 20 when the two-year period expires, the dependent is then eligible for a 25% discount through age 23.

**D.** Spouses of employees who had 10 or more years of regular continuous part-time service immediately preceding retirement or death are eligible for the fee discount on a pro rata basis for 2 years from the date of death or retirement of the employee. Dependent children of such employees are eligible for the fee discount for 2 years or through age 26, whichever comes first. The pro rata discount will be based on the percent of effort worked by the employee at the time of retirement or death.

**E.** Spouses and dependent children must be admitted to the Tennessee Board of Regents or University of Tennessee institutions, or Tennessee Technology Centers, through standard admission procedures.

**F.** For purposes of this policy, dependent children shall be defined as:

- 1.** The employee's natural children twenty-six (26) years of age or under;
- 2.** The employee's stepchildren, provided such children are twenty-six (26) years of age or under;
- 3.** The employee's legally adopted children who are twenty-six (26) years of age or under; or
- 4.** Any other individuals who are twenty-six (26) years of age or under and living in a parent/child relationship with the employee, such as children of deceased parents who are being raised by a grandparent who is a Tennessee Board of Regents System employee. The institution, at its discretion, may require satisfactory proof of the relationship or criteria qualifying an employee's dependent for eligibility under this program.

**G.** Benefits provided by the Veterans' Dependents' Post Secondary Education Program are greater than those provided by the Student Fee Discount for Spouse and Dependent Children of Employees Program. Therefore, dependents receiving such benefits are not simultaneously eligible for benefits from this program.

Example: A female employee has an eighteen (18) year old son whose father died while serving in the U.S. military during a qualifying period of armed conflict as defined in the Veterans' Dependents' Post Secondary Education Program. The dependent has been approved for monetary benefits under that program. As a result, he is no longer eligible for benefits under the Student Fee Discount for Spouse and Dependent Children of Employees Program.

**H.** The status of the employee on the first day of classes for each term shall be used to determine eligibility and the amount of the student fee discount for his or her spouse and/or dependent children; a change in employee status after the first day of classes shall not affect eligibility for the fee discount for that term.

**I.** For employees who meet eligibility requirements after the first day of classes, the discount will be available at the beginning of the subsequent term.

**J.** Each institution shall be responsible for certifying employee eligibility for fee discounts under this policy.

**K.** Employees who are on leave of absence with pay will retain eligibility under this policy; the employee's percent of effort immediately prior to the effective date of the leave of absence shall determine the amount of the student fee discount.

**L.** Employees who are on leave of absence without pay are not eligible under this policy unless the leave of absence (a) is due to an on-the- job injury, (b) complies with the provisions of the Family and Medical Leave Act of 1993, or (c) is approved by the institution to permit the employees to engage in teaching or other job-related activities intended to increase their efficiency as employees.

**M.** If a regular employee also qualifies under this policy as an employee's spouse or dependent child, other fee waiver and staff development provisions for employees shall take precedence.

**N.** Employees are responsible for notifying the Human Resource Services Office of any changes in eligibility.

#### **2.7.2 Fees Paid/Type Course Paid/Number of Hours**

**A.** This program is applicable to undergraduate courses at Tennessee Board of Regents and University of Tennessee institutions up to and including full-time study.

**B.** Correspondence or non-credit courses are not eligible, except at the Tennessee Technology Centers. If the spouse or dependent child is receiving Title IV Financial Aid, the employee must notify the Financial Aid Office. The amount remaining after financial aid and the discount rendered under this program may be paid in accordance with the provisions of the [Tennessee Board of Regents Guideline B-070](#), provided a Deferred Payment Plan has been implemented at the institution the employee's spouse/dependent is attending.

**C.** Auditing a course is allowed if the course is a credit course.

#### **2.7.3 Payback Provisions**

Payback provisions do not exist.

#### **2.7.4 When the Participant May Attend**

Does not apply.

#### **2.7.5 Accounting/Budgeting Provisions**

**A.** Discounts of 50% of the undergraduate maintenance fee and mandatory student fees are available for dependents of full-time employees; discounts for dependent children and spouses of eligible part-time employees are prorated based on percentage of time worked.

**B.** The discount shall not be applicable to other fees, i.e. application for admission, applied music fees, books and supplies, parking fees, lab fees, dormitory charges or meal plans. The amount of the discount shall be rounded to the nearest dollar.

**C.** The request needs to be submitted two weeks prior to enrollment on Tennessee Board of Regents Request for Fee Discount for Spouse and/or Dependent form ([See Exhibit EB-9](#)).

**D.** The institution where the person is an employee shall account for the chargeback as an employee benefit to indicate the institution is paying the cost for the benefit of the employee. The charged institution shall remit the tuition fees to the institution providing instruction as maintenance income.

#### **2.7.6 Where The Participant May Attend**

Spouses and dependent children may enroll in undergraduate courses in either the Tennessee Board of Regents or the University of Tennessee Systems.

### **2.8 Veterans' Dependents' Post-Secondary Education Program**

Effective July 1, 2000, TCA §49-7-102 was amended to provide that: "every dependent child in this state under the age of twenty-one (21) years, whose parent (father or mother) was killed, died as a direct result of injuries received, or has been officially reported as being either a prisoner of war or missing in action while serving honorably as a member of the United States armed forces during a qualifying period of armed conflict, or the spouse of such veteran, is entitled to a waiver of tuition, and/or maintenance fees, and /or student activity fees and/or required registration or matriculation fees, and shall be admitted without cost to any institutions of higher education owned, operated and maintained by the state." Therefore, this program is available to both TBR employees and persons outside of the Tennessee Board of Regents system. TBR employees qualifying as a spouse or dependent for benefits under this program shall use this program first and shall not be simultaneously eligible for benefits under other programs in this guideline. Exceptions: Grant-in-Aid and Desegregation Program recipients.

#### **2.8.1 Eligibility**

The office responsible for veteran's affairs issues shall be responsible for determining eligibility and providing application forms to those wishing to obtain benefits under this program.

**A.** To be eligible for educational assistance benefits under this program, a dependent child or spouse shall:

- 1.** Present official certification from the United States Department of Veterans Affairs that the parent or spouse veteran was killed or died as a direct result of injuries as stated above; or
- 2.** Present official certification from the U.S. Department of Defense that the parent or spouse service member has been officially reported as being a prisoner of war or missing in action while serving honorably during a qualifying period of armed conflict; or
- 3.** Present Certificate of Release of Discharge from Active Duty, Department of Defense Form 214, for the veteran or service member from whom the eligibility for the benefits derives.

**B.** The deceased veteran, prisoner of war or missing in action service member shall have been a citizen of Tennessee at the time of the qualifying event.

**C.** The dependent child or spouse, prior to receiving benefits under this program, shall have or possess the necessary qualifications required for admission. To maintain eligibility, the recipient shall be in active pursuit of a specific and declared degree or certificate program.

**D.** No dependent child or spouse shall be entitled to receive benefits after the conclusion of any term during which the parent (father or mother) of the dependent child or spouse is officially removed from the status of being a prisoner of war or being a service member missing in action.

**E.** Eligibility of a veteran's spouse for benefits shall terminate ten (10) years after the death of the veteran; however, eligibility shall terminate immediately upon the spouse's remarriage within this period. The spouse's eligibility shall extend to the end of the term in which the ten (10) year period expires. A spouse who has previously earned an undergraduate degree or certificate shall not be eligible for benefits. Otherwise, the spouse shall be eligible for benefits until one of the following occurs:

- 1.** Prior to the expiration of benefits, the spouse earns an undergraduate degree or certificate; or

**2.** The spouse has accumulated one hundred fifty (150) semester hours, or the equivalent; or

**3.** The spouse has maintained a full-time enrollment of at least fifteen (15) semester hours, or the equivalent, for ten (10) semesters, or the equivalent.

**F.** A dependent child shall be matriculated as a full-time student at a state institution of higher education prior to attainment of age twenty-one (21). However, the age limitation of dependent children shall not be strictly applied. Once declared eligible, a dependent child shall remain eligible until one of the following has occurred:

**1.** Prior to attainment of age 21, the dependent earns an undergraduate degree or certificate; or

**2.** The dependent has accumulated one hundred fifty (150) semester hours, or the equivalent; or

**3.** The dependent has maintained a full-time enrollment of at least fifteen (15) semester hours, or the equivalent, for ten (10) semesters, or the equivalent.

**G.** For purposes of this program, the following definitions are provided:

**1.** "Dependent Child" means a natural or adopted child of a veteran or service member who is claimed as a dependent for income tax purposes.

**2.** "Parent (father or mother)" means the parent of a natural or adopted child whom such parent claims as a dependent for federal income tax purposes.

**3.** "Qualifying period of armed conflict" means any hostile military operation for which the following U.S. military campaign medals are authorized:

**a.** Armed Forces Expeditionary Medal; or

**b.** Southwest Asia Service Medal with at least one (1) bronze star appurtenance for specific military campaign participation by the veteran; or

**c.** Vietnam Service Medal with at least one (1) bronze star appurtenance for specific military campaign participation.

4. "Service Member" means a Tennessee resident who is engaged in active U.S. military service.

5. "Served honorably" means the character of service condition as reported on Certificate of Release or Discharge from Active Duty (Department of Defense Form 214).

6. "State institution(s) of higher education" means any post secondary institution operated by the Board of Trustees of the University of Tennessee system or the Board of Regents of the State University, Community College and Area Technology Center System that offers courses of instruction leading to a certificate or degree.

7. "Veteran" means a Tennessee resident who has entered and served honorably in the U.S. armed forces.

#### **2.8.2 Fees Paid/Type Courses Paid/Number of Hours**

**A.** The participant is entitled to a waiver of tuition and/or maintenance fees, and/or student activity fees, and/or required registration or matriculation fees, and shall be admitted without cost to any TBR institution and/or technology center.

**B.** A full-time student load (15 semester hours or equivalent) is required.

#### **2.8.3 Payback Provisions**

None

#### **2.8.4 When the Participant May Attend**

Students may apply for benefits during the next registration or enrollment period for the next complete term after July 1, 2000.

#### **2.8.5 Accounting/Budgeting**

**A.** Any fees waived by statute that are calculated and credited to revenue for administration purposes should be written off against a contra revenue account.

**B.** No expenditures should be charged to scholarships and fellowships.

#### **2.8.6 Where the Participant May Attend**

Any public institution of higher education in Tennessee.

## Annual Leave

It is the policy of the Tennessee Board of Regents to provide all regular full-time and part-time employees with regular periods of rest and relaxation away from the work environment and to recognize length of service. The appropriate authority may require key administrative employees to take a certain number of consecutive days of annual leave each year.

All personnel entitled to accrue annual leave may request use of annual leave at any time preferred by application to their proper approving authority. Such requests are subject to the discretion of the approving authority, who is responsible for planning the work under his/her control, and should be approved only at such times as the employee can best be spared.

In addition, annual leave may be used to remain in an active pay status by an employee who has exhausted all sick leave and whose continued absence has been approved in accordance with the sick leave policies ([See Employee Benefits, Section 4](#)) and/or Family and Medical Leave Act ([See Employee Benefits, Section 19](#)). However, annual leave may not be used intermittently with leave without pay during a continuous FMLA leave period.

### 3.1 Eligibility to Accrue Annual Leave

**3.1.1** Regular full-time employees (excluding nine, ten and eleven month faculty), regardless of probationary status, shall be eligible to accrue annual leave.

**3.1.2** Regular part-time employees, including twelve month academic personnel (excluding nine, ten and eleven month faculty) scheduled to carry less than a full teaching load or its equivalent, regardless of probationary status, shall be eligible to accrue annual leave on a prorated basis equal to the percentage of their employment to full-time employment.

**3.1.3** Nine, ten and eleven month academic personnel, full- or part-time, whether or not compensated over a twelve-month period, shall not be eligible to accrue annual leave.

**3.1.4** Temporary employees shall not be eligible to accrue annual leave. Temporary employees who are subsequently appointed as regular employees with no break in service shall become eligible to accrue annual leave and shall receive annual leave balances accrued retroactively from the date of employment. For purposes of calculating annual leave accrual rates, temporary clerical and support personnel who subsequently become eligible to accrue leave shall also receive retroactive credit for service from the date of employment.

**TTU NOTE:** Date of employment is considered to be the first work day following the most recent break in employment.

**3.1.5** All full-time and part-time employees who are employed pursuant to funds available to the institution or technology center through grants or contracts are not eligible to accrue annual leave unless the grant or contract involved provides sufficient funds to cover the costs of such leave, or unless eligibility to accrue annual leave is approved by the president of the institution or director of the technology center.

**3.1.6** Student employees shall not be eligible to accrue annual leave.

**3.2 Annual Leave Accrual**

**3.2.1** Regular full-time clerical and support personnel (non-exempt) shall accrue annual leave in accordance with the following schedule:

Years of Service	Accrual Rate Per Month	Maximum Annual Accumulation	Maximum Total Accumulation Within FY	Maximum Accumulation Carried Forward to Next FY
0-5	7.5 hours	90.0 hours	315.0 hours	225.0 hours
5-10	11.3 hours	135.6 hours	405.6 hours	270.0 hours
10-20	13.2 hours	158.4 hours	450.9 hours	292.5 hours
20 or more	15.0 hours	180.0 hours	495.0 hours	315.0 hours

**3.2.2** Executive, administrative and professional personnel (exempt), and twelve month academic personnel (faculty) who are regular full-time employees, who are exempt from the provisions of the Federal Wage and Hour Law, shall accrue annual leave at the rate of 15 hours per month, with the maximum accumulation of 315 hours to be carried forward to the next fiscal year.

**3.2.3** All regular part-time personnel employed on a twelve-month basis and regular part-time personnel on MODFY (modified fiscal year) appointments shall accrue leave on a prorated basis equal to the percentage of their employment compared to full-time employment, with said percentage to be applied to the rate of accrual and maximum accumulation described in Employee Benefits, Sections 3.2.1 and 3.2.2 as applicable.

**3.2.4** Eligible employees shall accrue annual leave from the date of employment. (See Employee Benefits, Section 3.1.4 providing for retroactive credit for temporary employees who subsequently become eligible to accrue annual leave.)

**3.2.5** Eligible employees earn and accrue annual leave for each month upon completion of a major fraction thereof (i.e., more than fifty percent (50%) of the number of days in the month) and leave may be used when earned, regardless of an employee's probationary status, subject to the discretion of the approving authority. Annual leave may not be taken before it is earned.

**TTU NOTE:** A major fraction of a month is defined as eleven (11) working days for all months except February. The major fraction of the month of February is defined as ten (10) working days.

**3.2.6** Employees otherwise eligible to accrue annual leave do not earn or accrue annual leave while on unpaid leaves of absence.

**3.2.7** When an employee who is eligible to accrue annual leave transfers into a nine-month academic position (thus becoming ineligible to accrue annual leave), the employee shall take all of his or her accrued annual leave prior to the date of transfer unless the appropriate approving authority determines that the services of the employee must continue until the date of transfer. In that event, the employee shall be paid for all of his or her accrued annual leave by a lump sum payment at the time of transfer.

**3.2.8** MODFY employees who are employed during the period which would normally be the non-duty period of their appointment shall accrue annual leave in accordance with Employee Benefits, Sections 3.2.1 and 3.2.2 for each month of full-time employment. For part-time employment during that period, MODFY employees shall accrue annual leave on a prorated basis in accordance with Employee Benefits, Section 3.2.3.

### **3.2.9** Years of Service for Determining Accrual Rate

- A.** Anniversary date for computation of leave shall be the beginning date of employment for each employee, except when adjustments in the date must be made because of periods of non-accrual, i.e., leaves of absence, temporary breaks in employment, etc. The rate of accrual for employees will be effective the month following the anniversary date. Annual leave shall be accounted for and controlled for maximum accumulation purposes on a fiscal year basis.
- B.** In determining the amount of full-time or prorated part-time service accrued by an employee, all service accumulated while employed in any agency, office, or department of the State of Tennessee, or in any state college, university, institute, or technology center shall be credited for purposes of leave computation. In addition, any employee who was employed by a public school system as defined in T.C.A. Section 49-1-103 and who becomes an employee eligible to accrue leave in this System shall receive credit for service with said public technology center system for leave accrual purposes after employment in this System for one (1)

continuous year. In order to be eligible to receive credit for the prior service, the employee must begin employment in this system within two (2) years from the date of termination with the public technology center system.

**C. Maximum Accumulation**

The accumulation of annual leave shall not exceed the maximum accumulation indicated in Employee Benefits, Sections 3.2.1 and 3.2.2, or the proration thereof under Employee Benefits, Section 3.2.3. Annual leave in excess of the maximum may be used during the year in which the excess accrues; in the event it is not so used, it will be transferred to the employee's accumulated sick leave at the close of the fiscal year unless the employee is on terminal leave, in which case the full amount of accrued annual leave shall be carried forward.

**TTU NOTE:** The transfer of excess leave should be made on the July 10 leave report.

**3.3 Disposition of Accrued Annual Leave Upon Termination**

**3.3.1** Except as otherwise provided and subject to the limitations stated in this section, upon termination of employment with the Board of Regents or one of its institutions or technology centers, an employee shall be paid for all accrued but unused annual leave he or she may have as of his or her last working day. Payment shall be by lump sum payment upon separation for reasons other than retirement. Upon retirement, payment shall be, at the option of the employee, either by terminal leave or by lump sum payment. Whether payment is by terminal leave or lump sum payment, and whether termination is voluntary or involuntary, the discretion to determine the employee's last working day is reserved to the appropriate appointing authority. Of course, the employee retains the right to make his/her last working day a date prior to the date established by the appointing authority. In either option, payment should be made with the employee's normal payroll cycle.

**3.3.2** The following provisions apply to terminal leave:

- A.** Terminal leave is that period during which an employee remains on the payroll beyond his or her last working day until all accrued annual leave has been exhausted.
- B.** If a terminating employee elects to be paid for his or her accrued but unused annual leave by terminal leave, the date on which his or her annual leave is exhausted shall be the official date of termination.
- C.** During a period of terminal leave, an employee shall not earn additional annual or sick leave, shall not be eligible to use sick leave, and shall not be eligible for any salary increase. However, an employee shall receive credit for any official holidays occurring during a period of terminal leave and

shall receive the longevity bonus if the anniversary date occurs during the period of terminal leave.

- D.** During a period of terminal leave, an employee shall continue to be eligible for group health insurance coverage. Premiums for the coverage shall be deducted from his/her terminal leave payments if continued coverage is elected.

**3.3.3** If a terminating employee elects to be paid for his/her accrued but unused annual leave by lump sum payment, the employee's last working day shall be the official date of termination.

**3.3.4** Payment for accrued annual leave under this section shall not be limited to the maximum accumulation amount which may be carried forward from one fiscal year to the next if the last working day occurs prior to July 1 (even if the terminal leave period extends beyond July 1).

**3.3.5** In the case of death, payment for an employee's unused accrued annual leave shall be made to the employee's designated estate or designated beneficiary.

**3.3.6** An employee who transfers to another System institution or technology center or another state agency shall not be paid for his/her accrued but unused annual leave. Rather, all unused annual leave shall be transferred to the other institution or technology center or state agency (in accordance with [Employee Benefits, Section 10](#)).

**3.3.7** An employee who is dismissed for gross misconduct or who resigns to avoid dismissal for gross misconduct shall not be entitled to any compensation for accrued but unused annual leave at the time of dismissal. Gross misconduct is defined in [Human Resource Services Policies and Procedures, Section 21.2.1.A.5, Separation of Employment](#).

## Sick Leave

It is the policy of the Tennessee Board of Regents to protect all regular full-time and part-time employees against loss of earnings due to illness, injury or incapacity to work, including illness or incapacity to work due to pregnancy, and to provide time off to employees in the event of serious illness or death of certain family members.

### 4.1 Eligibility to Accrue Sick Leave

**4.1.1** Regular full-time employees and academic personnel, regardless of probationary status, shall be eligible to accrue sick leave.

**4.1.2** Regular part-time employees, including academic personnel scheduled to carry less than a full teaching load or its equivalent, regardless of probationary status, shall be eligible to accrue sick leave on a prorated basis equal to the percentage of their employment to full-time employment.

**4.1.3** Temporary employees shall not be eligible to accrue sick leave. Temporary employees who are subsequently appointed as regular employees with no break in service shall become eligible to accrue sick leave and shall receive sick leave balances accrued retroactively from the date of employment.

**TTU NOTE:** Date of employment is considered to be the first work day following the most recent break in employment.

**4.1.4** All full-time and part-time employees who are employed pursuant to funds available to the institution or technology center through grants or contracts are not eligible to accrue sick leave unless the grant or contract involved provides sufficient funds to cover the cost of such leave, or unless eligibility to accrue sick leave is approved by the president of the institution or director of the technology center.

**4.1.5** Student employees shall not be eligible to accrue sick leave.

### 4.2 Eligibility for and Rate of Accrual of Sick Leave

**4.2.1** Regular full-time personnel and full-time academic personnel, whether employed on a twelve-month or nine-month service basis, shall accrue sick leave at the rate of 7.5 hours (1 day) for each month of actual service. Under no circumstances may a regular full-time employee earn more than 90 hours (12 days) of sick leave per year.

**4.2.2** Regular part-time personnel and part-time academic personnel, whether employed on a twelve-month or nine-month service basis shall accrue sick leave on a prorated basis equal to the percentage of their employment compared to full-time employment.

**4.2.3** Accrued days of sick leave shall be cumulative for all days not used.

**4.2.4** Eligible employees shall accrue sick leave from the date of employment. (See Employee Benefits, Section 4.1.3 providing for retroactive credit for temporary employees who subsequently become eligible to accrue sick leave.)

**4.2.5** Eligible employees earn and accrue sick leave for each month upon completion of service for a major fraction thereof.

**TTU NOTE:** A major fraction of a month is defined as eleven (11) working days for all months except February. The major fraction of the month of February is defined as ten (10) working days.

**4.2.6** MODFY employees who are employed during the period which would normally be the non-duty period of their appointment shall accrue sick leave at the rate of 7.5 hours for each month of full-time employment. For part-time employment during that period, MODFY employees shall accrue sick leave on a prorated basis in accordance with Employee Benefits, Section 4.2.2.

**4.2.7** Notwithstanding any other provision herein which might be construed to the contrary, regular nine-month academic personnel shall accrue 67.5 hours (9 days) of sick leave for full-time employment for a full academic year and 22.5 hours (3 days) of sick leave for full-time employment throughout summer sessions.

**4.2.8** Employees otherwise eligible to earn sick leave do not earn or accrue sick leave while on unpaid leave of absence or while in terminal leave status.

### **4.3 Use of Sick Leave**

Sick leave and Family and Medical Leave Act (FMLA) leave shall run concurrently in accordance with the policy on FMLA (See [Employee Benefits, Section 19](#)). (Note: Unless an employee is on a reduced or intermittent work schedule, periods of less than (3) days shall not be designated as FMLA leave.)

**4.3.1** Sick leave is generally applicable to absences due to illness or injury to an employee, including illness or incapacity to work due to pregnancy, medical examinations and dental appointments. In addition, sick leave may be used for paternity leave.

**4.3.2** Where an employee must be absent because of serious illness in the immediate family, sick leave may be granted by the appropriate approving authority. For purposes of this section, "immediate family" shall be deemed to include: (1) spouse; (2) children, step- children; (3) parents, step-parents, foster parents and parents-in-law; (4) siblings; and (5) other members of the family who reside within the home of the employee.

**4.3.3** In instances of death of a member of the immediate family as defined in [Employee Benefits, Section 14](#), sick leave may be granted at the discretion of the appropriate approving authority for a maximum of 15 hours (2 days) after the three (3) day bereavement leave has been used. In instances of death of one of the following relatives, sick leave may be granted at the discretion of the appropriate approving authority for a maximum of 22.5 hours (3 days): (1) sons- and daughters- in-law; (2) brothers- and sisters-in-law; (3) foster brothers and sisters; and (4) other members of the family who reside within the home.

**4.3.4** Abuse of sick leave by an employee will result in the withholding of payment of the sick leave and possible additional disciplinary action. Sick leave may not be taken until earned and may not be advanced.

**4.3.5** Sick leave may not be used by nine-month academic personnel for absences due to illness or injury during a summer session unless the employee has been physically present and actually commenced employment for the term in question.

**4.3.6** Upon prior approval of the Chancellor, an employee who is injured in the line of duty as a result of the commission of an assault upon him/her which disables the employee from performing his/her regular duties, may be retained on the regular payroll for a period not to exceed twenty-eight (28) calendar days without being required to use any accrued sick leave. The length of time for such retention on the payroll shall be based upon a written statement from the attending physician that the employee is unable to perform his/her regular duties.

**4.3.7** Subject to the conditions outlined in Transfer of Sick Leave Between Employees ([Employee Benefits, Section 21](#)), sick leave may be transferred to members of the sick leave bank.

#### **4.4 Reporting Faculty Sick Leave**

As a general guideline, all faculty have responsibilities Monday through Friday for a minimum of 37.5 hours of any week in which the institution is in session. Any day-long absence during the regular work week due to illness should be charged to the faculty member as sick leave at the rate of 7.5 hours per day. Arrangements to cover a class either by the faculty member or the institution do not mitigate the fact that the faculty member was away from his/her work assignment and sick leave should be charged accordingly. If a faculty member is absent from his/her work assignment for part of a day, he/she should discuss the appropriate sick leave time to be charged with his/her department chair, dean or immediate supervisor.

#### **4.5 Physician's Statement or Other Certification**

An employee may be required to present evidence in the form of personal affidavits, physician's certificates or other testimonials in support of the reason for

sick leave upon request of his/her supervisor or an appropriate approving authority. Sick leave may not be denied where an employee furnishes an acceptable statement from a licensed physician or accredited Christian Science practitioner, provided that the supervisor or approving authority may require additional documentation or statements from other physicians or accredited practitioners.

#### **4.6 Return to Work**

For the employee's protection and the protection of those who work closely with the employee, an employee may be required to present a written release to return to work, including any restrictions that may apply, from a licensed physician or other accredited practitioner prior to resuming employment. An employee will be allowed to return to work if he/she is able to perform the essential functions of the position.

#### **4.7 Exhaustion of Sick Leave**

When the illness, injury or disability of an employee continues beyond the period of accumulated sick leave, the employee shall use any accumulated annual leave for continued absence. However, in cases of worker's compensation, an employee may choose to be placed on leave of absence and retain sick and/or annual leave. When an employee has exhausted all accumulated sick and annual leave, he or she may be placed on leave of absence, if requested and found to be justifiable. (See [Employee Benefits, Section 7](#)).

#### **4.8 Separation of Employees with Accrued Sick Leave**

**4.8.1** Upon termination of employment, accumulated sick leave shall not be used as terminal leave, and the employee shall not be entitled to any lump sum payment for accumulated sick leave. If an employee is transferring to another state agency, his/her accumulated sick leave shall be transferred according to guidelines found in [Employee Benefits, Section 10](#). If an employee leaves the System or any other state service in good standing after having worked on a full-time continuous basis for at least one (1) full year and thereafter returns to service with the System on a full-time basis, the employee shall immediately be credited with all sick leave to which he/she was entitled at the time of the previous termination, provided certification of such entitlement is received from the previous employer if other than the new employer; provided further that if the employee has had any interim employment with the System or any other agency of the State of Tennessee of less than one (1) year, he/she shall not be disqualified from receiving credit for sick leave to which he/she is otherwise entitled because of his/her prior employment with the state.

Notwithstanding the above paragraph, if any state employee or teacher employed by a local school board in Tennessee leaves the employment of the state or of that

board in good standing and becomes a full-time state employee within six (6) months of the date of termination, the employee shall immediately be credited with all sick leave to which he/she was entitled at the time of the previous termination.

**4.8.2** TCRS member employees who terminate due to retirement shall have all unused accumulated sick leave credited toward retirement. TTU NOTE: Each 150 hours of sick leave shall equal one (1) month of service for retirement credit.

#### **4.9 Death of Employees with Accrued Sick Leave**

Effective June 3, 1981, the estate or designated beneficiary of any employee, upon the employee's death, shall be paid for the employee's unused and accrued sick leave in the same manner as the beneficiaries of deceased employees are paid for annual leave.

## Parental Leave

It is the policy of the Tennessee Board of Regents to provide a period of up to four (4) months of leave to eligible employees for adoption, pregnancy, childbirth and nursing the infant, where applicable, in accordance with T.C.A. Section 4-21-408. With regard to adoption, the four (4) month period shall begin at the time the employee receives custody of the child.

### 5.1 Eligibility

Employees who have been employed by the State for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, are eligible for this leave. Subsequent references within this policy to an employee shall assume eligibility of that individual.

### 5.2 Relevant Policies

Upon receipt of a written request for parental leave, the President or his/her designee will process the request in accordance with the provisions of this policy and the employee's eligibility for leave under [Employee Benefits, Section 19, Family and Medical Leave](#). Reference may also need to be made to [Employee Benefits, Section 4, Sick Leave](#), [Employee Benefits, Section 7, Leave of Absence](#) and [Employee Benefits, Section 3, Annual Leave](#).

### 5.3 Notice; Employment Rights and Benefits; Reinstatement

Employees who give at least three (3) months advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

Employees who are prevented from giving three (3) months advance notice because of a medical emergency which necessitates that leave begins earlier than originally anticipated shall not forfeit their rights and benefits under this policy solely because of their failure to give three (3) months advance notice.

Employees who are prevented from giving three (3) months advance notice because the notice of adoption was received less than three (3) months in advance

shall not forfeit their rights and benefits under this policy solely because of their failure to give three (3) months advance notice.

Leave will be granted as paid or unpaid pursuant to the policies of the Tennessee Board of Regents. Such leave shall not affect the employees' right to receive annual leave, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position. However, the employer need not provide for the cost of any benefits, plans or programs during the period of leave unless such employer so provides for all employees on leaves of absence.

If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable for failure to reinstate the employee at the end of the parental leave period.

The purpose of this policy is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable. Therefore, if the employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, the employer shall not be liable for failure to reinstate the employee at the end of such leave.

Whenever the employer shall determine that the employee will not be reinstated at the end of such leave because the employee's position cannot be filled temporarily or because the employee has used such leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

#### **5.4 Sick Leave**

Use of accrued sick leave for adoption or childbirth is limited to thirty (30) days unless medical complications arise that fit ordinary rules regarding the use of sick leave.

In the event both parents are state employees, the aggregate amount of sick leave that may be used for childbirth or adoption is limited to thirty (30) days.

In order to be eligible to use sick leave as parental leave, a statement from the attending physician indicating the expected date of delivery must accompany the request for leave. Additional information from the attending physician may be required if there are complications and the period of absence must begin sooner

than agreed, extend further than agreed, or require the use of sick leave beyond the period beginning with the period of hospitalization and extending for thirty (30) work days after delivery.

After the employee's physician determines that the employee should be released, thus ending the period of sick leave, the employee may use accrued annual leave or leave without pay for the remainder of the four-month parental leave.

### **5.5 Annual Leave; Compensatory Time**

Accrued annual leave and compensatory time may be used for the entire leave period.

### **5.6 Leave of Absence**

When accrued annual and sick leave balances are depleted prior to the end of the four (4) month parental leave period, the employee will be placed in a leave of absence status. Refer to [Employee Benefits, Section 7, Leave of Absence](#) regarding continuation of insurance coverage for employees on unpaid leave of absence.

### **5.7 Family and Medical Leave**

To be eligible for Family and Medical Leave (FML) which provides for up to twelve (12) work weeks of leave, an employee must have: (1) worked for the State at least 12 months; and, (2) worked a minimum of 1250 hours during the year preceding the start of the leave.

Employees who are eligible for FML will have parental leave processed in conjunction with the provisions of [Employee Benefits, Section 19, Family and Medical Leave](#) regarding election of paid/unpaid leave, continuation of insurance coverage's, etc. Parental leave and FML periods shall run concurrently.

At the end of the FML period, an employee is also entitled to receive the difference between the four months granted under this policy and the 12 workweeks granted under FML. Accrued annual leave or leave of absence may be used for the remainder of the parental leave period.

During work weeks that an employee takes leave designated as FML, the employer is responsible for paying the employer's portion of the employee's insurance premium, whether the leave is paid or unpaid. Employees who choose to take any unpaid leave over the amount to which they are entitled under FML

should be made aware that they will be responsible for paying the employer's portion of the insurance premium for the remainder of the leave period if they wish to ensure continued coverage.

**The above Employee Benefits, Section 5, Parental Leave supersedes Employee Benefits, Section 6, Adoptive Parents Leave, Employee Benefits, Section 5, Maternity Leave, and Employee Benefits, Section 22, Paternity Leave. These policies are no longer available on this website.**

## Leave of Absence

### 7.1

It is the policy of the Tennessee Board of Regents to provide approved, unpaid time off to regular employees due to reasons of illness or injury or disability of an employee who has insufficient accumulated annual and/or sick leave, leave for educational purposes and leave for justifiable personal reasons. (Refer to [Employee Benefits, Section 5](#) for maternity leave.) Leave of absence as referred to in this policy shall include any period of administrative leave with pay up to a maximum of 90 days, pending an institutional review or investigation, or leave in a non-pay status or athletic competition leave as defined below. Administrative leave with pay must be approved by the President following review by the Human Resource Services Office. Leave of absence without pay, not to exceed one (1) year, may be granted for justifiable absences wherein it is not desirable to terminate the employee. Factors to be considered in determining whether it is desirable to not terminate the employee and to approve leave of absence without pay include whether (a) there are extraordinary circumstances present that justify keeping a position open or vacant and preserving it for that employee, (b) it is, objectively and from a business standpoint, in the institution's best interest to retain the employee because of demonstrated contributions to the department, and (c) the employee performs a unique service or has unique qualifications that are required for the position. Such leave must be approved by the President or his/her designee, and any additional leave must be approved by the Chancellor upon the recommendation of the President.

### 7.2

Leave of absence shall be granted for any period (which may exceed one (1) year) when an employee transfers to another TBR institution or technology center or to the Board's central offices and requests to be placed on leave of absence.

### 7.3

Employees who request an unpaid leave of absence due to a Family and Medical Leave Act (FMLA) qualifying event shall have their leaves processed in accordance with the provision of Family and Medical Leave Policy (TBR Policy 5:01:01:14) regarding eligibility, continuation of insurance coverage's, maximum leave period for parents who are both State employees, etc. If an employee is not eligible for FMLA leave or the period of the leave exceeds the FMLA maximum, the remaining balance of the leave shall be processed in accordance with the provisions of this policy.

#### 7.4

In addition, an employee who is on an unpaid leave of absence which does not qualify as FMLA leave shall be responsible for paying both the employee and employer portion of insurance premiums.

#### 7.5

While on leave of absence for educational purposes or other justifiable personal reasons other than non-qualifying FMLA leave, illness, injury, or disability, an employee retains accumulated annual and sick leave, but does not earn or accrue additional annual or sick leave. An employee who has qualified for Workers' Compensation may retain accumulated annual and sick leave. In addition, an employee on leave of absence is not entitled to compensation for official holidays occurring within the leave period.

#### 7.6

In addition to the previously defined leave of absence policy, pursuant to Chapter 52 of the Public Acts of 1989, public employees who qualify as members of a United States team for athletic competition, on the World, Pan-American or Olympic level in a sport contest in either Pan-American or Olympic competitions are eligible to request a leave of absence with or without pay for the purpose of preparing for and engaging in the competitions just described. Team is defined as meaning any group leader, coach, official or athlete who comprises the official delegation of the United States to World, Pan-American or Olympic competition. In no event shall the total of all such leave exceed the period of the official training camp and competition combined plus a reasonable amount of travel time or 90 calendar days a year whichever is less. The granting of leave under this section shall be discretionary with the public employer.

In order to qualify for athletic competition leave, a public employee must: 1) be actively working for the public employer from whom the leave is requested at the time the request is made; 2) request such leave of absence a reasonable period prior to the date the public employee wishes the leave to commence; 3) at the time of the request, the employee shall provide the employer with the actual or anticipated dates of the competition, the dates of the official training camp and specify the total number of leave days that will be necessary in order for the public employee to participate; 4) the public employee must provide satisfactory evidence of qualification and selection for participation.

The employee may be granted leave pursuant to the provisions of this Act with or without pay subject to the complete discretion of the employer. If leave of absence under this Chapter is granted with pay, the employee retains accumulated annual and sick leave and continues to earn or accrue additional annual and sick leave. The employee is also entitled to compensation for official holidays occurring within the leave period. If the leave is granted without pay, an employee retains accumulated annual and sick leave, but does not earn or accrue additional annual or sick leave. The employee on leave of absence without pay is not entitled to compensation for official holidays occurring within the leave period. The president/director of the institution must approve the request.

**TTU NOTE:** Requests for leaves of absence should be made by submitting a Personnel Action Form. Requests from faculty for such leave must be approved by the President. Requests from non-faculty personnel must be approved by the Director, Human Resource Services.

## **Military Leave**

All employees who are members of any reserve component of the armed forces of the United States or of the Tennessee National Guard shall be entitled to leave of absence from their duties for all periods of military service during which they are engaged in the performance of duty or training in the service of this State, or the United States, under competent orders as stipulated in U.S.C. Title 38, §4311-4318 and T.C.A. §8-33-101 through 8-33-109 and 58-1-106.

An employee or applicant for employment who performs, applies to perform, or has an obligation to serve in a uniformed service shall not, on that basis, be denied employment or reemployment or be discriminated against for such service or application for service in any manner.

### **8.1 Definitions**

"Military Duty" means (i) training and service performed by and inductee, enlistee, or reservist or any entrant into a temporary component of the armed forces for the United States; and (ii) time spent in reporting for and returning from such training and service, or if a rejection occurs, from the place of reporting for such training and service. "Military Duty" also includes active duty training as a reservist in the armed forces of the United States or as a member of the national guard of the United States when the call is for training only.

### **8.2 Military Leave with Pay**

**8.2.1** Each employee who is on military leave shall be paid his or her salary or compensation for a period, or periods, not exceeding twenty (20) working days in any one (1) calendar year.

**8.2.2** Holidays and scheduled off duty days do not count toward the twenty (20) workdays allowed.

**8.2.3** The employee continues to earn regular pay, service credit, and applicable annual and/or sick leave accruals. All other rights and benefits continue to which the employee is otherwise entitled.

**8.2.4** A regular employee who has exhausted the 20 days of paid leave in any one calendar year may elect to use accrued annual leave. In addition, a regular employee may use accrued sick leave if the employee provides proof to the president or his/her designee that he/she was sick while serving in the armed forces.

**8.2.5** An employee on terminal leave is entitled to use his/her twenty (20) days of paid military leave with no loss of rights or benefits to which the employee is otherwise entitled.

**8.2.6** Employees must furnish certification from competent military authority of the dates active duty was actually performed.

**8.2.7** Longevity credit will not be affected.

**8.2.8** Employees are entitled to additional paid leave if called to active duty pursuant to T.C.A. §58-1-106.

### **8.3 Military Leave with Partial Pay**

**8.3.1** Military Leave with Partial Pay shall be granted to all employees who are called to active duty by the President of the United States or under the authority of a Governor as members of the Reserve or National Guard as provided by applicable Tennessee Executive Orders.

**8.3.2** Partial pay shall be the difference between the employee's regular state salary and the employee's fulltime military salary.

**8.3.3** Affected employees shall remain state employees while on such active duty for the purpose of (a) accruing sick leave, (b) accruing annual leave, (c) accruing longevity pay which shall continue to be paid to the employee annually, and (d) accruing retirement time. Earnable compensation and retirement benefits shall be not increased or decreased by any partial payment made pursuant to this section. The period of absence while on military duty shall count toward the minimum twelve (12) months and 1,250 hours required that an employee work for eligibility for leave under the Family Medical Leave Act.

Current Executive Orders 4, 9, 12, 17, 20, 26 and 40 relating to Military Leave with Partial Pay can be found at: [www.state.tn.us/sos/pub/execorders/index](http://www.state.tn.us/sos/pub/execorders/index)

### **8.4 Military Leave Without Pay**

**8.4.1** Military leave without pay shall be granted to all employees for periods of active duty or training activity with the armed forces of the United States, its reserve components or the Tennessee National Guard for periods beyond the twenty (20) days of paid leave in a calendar year.

**8.4.2** Military leave without pay shall be granted to employees voluntarily entering the regular components of the Armed Forces of the United States.

**8.4.3** During a period of unpaid military leave, a regular employee retains all accumulated annual and/or sick leave.

**8.4.4** Longevity credit will not be affected.

## 8.5 Reemployment rights

**8.5.1** With exceptions noted in the regulations, an employee may perform service in the uniformed services for a cumulative period of up to five (5) years and retain reemployment rights. (20 C.F.R. 1002.99 – 1002.103)

**8.5.2** An employee leaving for military service must give his/her employer advance notice of his/her intent to leave the employment position for uniformed service unless giving such notice is prevented by military necessity or is otherwise impossible or unreasonable under all the circumstances. The notice may be either verbal or written, may be informal, and does not need to follow any particular format. (20 C.F.R. 1002.85 – 1002.86)

**8.5.3** An employee leaving for military service cannot be required to decide at that time whether he/she intends to return to that employer but may defer that decision until after completing the period of service. An employee who indicates intent not to seek reemployment following military service may change his/her mind and not forfeit reemployment rights. (20 C.F.R. 1002.88)

**8.5.4** Reemployment must occur promptly, no later than within two weeks of the employee's application for reemployment.

**8.5.5** An employee on military leave of absence who is relieved or discharged from military duty under circumstances other than dishonorable shall be entitled to reemployment rights as follows:

**A.** if the employee served **less than 31 days**, or was absent for a period of any length for the purpose of an examination to determine his or her fitness to perform service, the employee must report back to the employer not later than the beginning of the first full regularly-scheduled work period on the first full calendar day following the completion of the period of service, and the expiration of eight (8) hours after a period allowing for safe transportation from the place of that service to the employee's residence. For example, if the employee completes a period of service and travel home, arriving at ten o'clock in the evening, he or she cannot be required to report to the employer until the beginning of the next full regularly-scheduled work period that begins at least eight hours after arriving home, i.e., no earlier than six o'clock the next morning. If it is impossible or unreasonable for the employee to report within such time period through no fault of his or her own, he or she must report to the employer as soon as possible after the expiration of the eight-hour period.

**B.** if the employee served **between 31 and 180 days** and makes an oral or written request for reemployment **no more than 14 days** after completing service.

C. if the employee served **more than 180 days** and makes an oral or written request for reemployment **no more than 90 days** after completing service.

Source: Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994, amended 1/18/06 (20 C.F.R. 1102.115)

**8.5.6** An injured employee must comply with the notification procedures determined by the length of service, after the time period required for the person's recovery. The recovery period **may not exceed two (2) years** unless circumstances beyond the person's control make notification within the two-year period impossible or unreasonable. (20 C.F.R. 1002.116)

**8.5.7** An employee who fails to report or apply for reemployment within the timeframes described above does not automatically forfeit entitlement to reemployment, but will be subject to the System's policy regarding unauthorized absence from work. 20 C.F.R. 1002.117

**8.5.8** The president/director/Chancellor or his/her designee may request that employees applying for reemployment submit documentation to substantiate that:

A. the employee's application is timely; and

B. the employee's entitlement to reemployment has not been terminated due to dishonorable or bad conduct discharges.

C. the employee has been fully discharged to return to employment.

**8.5.9** If the employee fails to provide requested documentation,

A. it shall not be a basis for denying reemployment if the documentation does not exist or is not readily available at the time requested by the employer;

B. the employer may terminate the employee and any rights or benefits provided under this policy should documentation become available that establishes the employee does not meet one or more of the requirements in Section V.D above.

## **8.6 Reemployment to Position**

**8.6.1** An employee who was released under conditions other than dishonorable shall be eligible for reemployment as follows:

**A.** As a general rule, the employee is entitled to reemployment in the job position that he or she would have attained with reasonable certainty if not for the absence due to uniformed service. This position is known as the escalator position. (20 C.F.R. 1002.191)

**B.** Once the escalator position is determined, other factors and elements may have to be considered to determine the appropriate reemployment position. This may include the employee's length of service, qualifications, and disability, if any, as well as seniority, status, and rate of pay that the employee would ordinarily have attained in that position given his or her job history, including prospects for future earnings and advancement.  
(20 C.F.R. 1002.192-193)

**C.** If an opportunity for promotion or eligibility for promotion requiring a skills test was missed, the employee will receive a reasonable amount of time to adjust to the employment position prior to the skills test being administered. (20 C.F.R. 1002.192-193)

**D.** The USERRA does not prohibit lawful adverse job consequences that result from the employee's restoration on the seniority ladder. (20 C.F.R. 1002.194)

**E.** If the employee's period of service was **less than 91 days**, the employee is reemployed in the escalator position. If the employee is not qualified for the escalator position, and after reasonable efforts by the employer, remains not qualified, the employee will be employed in the position he or she was employed on the date that the period of service began. If the employee is not qualified to perform either the escalator position or the pre-service position, after reasonable efforts by the employer, the employee will be reemployed in any other position that is the nearest approximation first to the escalator position, and then to the pre-service position. In all instances, the employee must be qualified to perform the duties of this position and the employer must make reasonable efforts to help the employee become qualified to perform the duties of the position (20 C.F.R. 1002.196)

**F.** If the employee's period of service was **more than 91 days**, the employee is reemployed in the escalator position, or a like position. If the employee is not qualified for the escalator position or the like position, and after reasonable efforts by the employer, remains not qualified, the employee will be employed in the position he or she was employed on the date that the period of service began, or a like position. If the employee is not qualified for any of the above referenced positions, the employee will be reemployed in any other position that is the nearest approximation first to the escalator position, and then to the pre-service position. In all

instances, the employee must be qualified to perform the duties of this position and the employer must make reasonable efforts to help the employee become qualified to perform the duties of the position (20 C.F.R. 1002.197)

**G.** Efforts required of the employer to help the employee become qualified for the reemployment position(s) must be reasonable. Tennessee Technological University is not required to reemploy an employee upon his or her return from service if he or she cannot qualify for the appropriate reemployment position. If the employee cannot become qualified for the escalator position, the employee must be reemployed in a position of equivalent seniority, status and pay that the employee is qualified to perform or could reasonably become qualified to perform. If no such position exists, the employee must be placed in a job that is similar in terms of seniority, status and pay consistent with the employee's circumstances.

**1.** "Qualified" means that the employee has the ability to perform the essential tasks of the position. The employee's inability to perform one or more non-essential tasks of a position does not make him or her unqualified.

**2.** Whether a task is essential depends on several factors, and these factors include but are not limited to:

- a.** The employer's judgment as to which functions are essential;
- b.** Written job descriptions developed before the hiring process begins;
- c.** The amount of time on the job spent performing the function;
- d.** The consequences of not requiring the individual to perform the function;
- e.** The terms of a collective bargaining agreement;
- f.** The work experience of past incumbents in the job; and/or
- g.** The current work experience of incumbents in similar jobs.

**3.** Only after the employer makes reasonable efforts, as defined in (20 C.F.R. 1002.5(i), may it determine that the employee is not qualified for the reemployment position. These reasonable efforts will be made at no cost to the employee. Source: 20 C.F.R. 1002.198

**H.** Consideration of seniority in re-employment decisions is limited to situations involving re-employment following a period of documented military leave. Although provided for by the state military leave statute, “seniority” is not a factor in employment decisions unrelated to military leave, nor is seniority (apart from longevity) recognized under TBR system or institutional policy.

**8.6.2** If two or more persons are entitled to reemployment in the same position and more than one of them has reported for reemployment, the person who left the position first shall have the right to the position. The remaining employee (or employees) is entitled to be reemployed in a position similar to that in which the employee would have been employed, according to the rules that normally determine a reemployment position, as set out above. (20 C.F.R. 1002.199)

## **8.7 Retention Rights**

If the employee’s most recent period of service in the uniformed services was **more than 30 days**, he or she must not be discharged except for cause:

**8.7.1** for 180 days after the employee’s date of reemployment if his or her most recent period of uniformed service was **more than 30 days, but less than 181 days**; or

**8.7.2** for **one (1) year** after the date of reemployment if the employee’s most recent period of uniformed service was **more than 180 days**.(20 C.F.R. 1002.247)

## **8.8 Continuation of Benefits**

A returning employee is entitled to the same rights and benefits he/she would have had if employment had been continuous.

### **8.8.1 Insurance**

**A.** If elected, medical insurance coverage may be continued during a period of military service for the lesser of:

- 1.** 24 months following the beginning of the military leave; or
- 2.** the day after the date on which the employee fails to report to work or apply for employment as determined in Section 8.5.1.

**B.** If coverage is continued, the employee will be required to pay premiums as follows:

1. 30 or less days of service - employee's portion of the premium only or
2. more than 30 days of service— up to 102%. This includes the employee's and employer's portion of the premium, and 2% for administrative costs. (20 C.F.R. 1002.166)
3. If the employee elects to discontinue insurance coverage, a waiting period may not be imposed for reinstatement of coverage upon reemployment if a waiting period would not have been imposed had coverage not been terminated.
4. USERRA allows a health plan to impose an exclusion or waiting period for illnesses or injuries determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during the performance of military duty. (20 C.F.R. 1002.168)
5. Continuation of other State insurance plans will be determined by the State Division of Insurance Administration. Continuation of System plans will be in accordance with the provisions of the plan(s).

### **8.8.2 Retirement**

For retirement purposes, a returning employee is considered as not having a break in service, except as noted in Section 8.5.2.

- A. Following an employee's return to work, the institution will make retirement contributions which would have been made if employment had been continuous, not to exceed five (5) years.
- B. Contributions shall be made at the rate that would have been made if employment had been continuous.

### **8.8.3 Rate of Pay**

If the employee is reemployed in the escalator position, the employee must be compensated at the rate of pay associated with the escalator position by taking into account any pay increases, differentials, step increases, merit increases or periodic increases that the employee would have attained with reasonable certainty had he or she remained continuously employed during the period of service. Any pay adjustments must be made effective as of the date it would have occurred had the employee's employment not been interrupted by uniformed service. (20 C.F.R. 1002.236)

#### **8.8.4 Longevity**

During a period of military leave, a regular employee continues to earn service credit for longevity pay. Upon reemployment, and in accordance with the employer's payroll procedures, the employee will receive all longevity pay that would have been paid if employment had been continuous. (Refer to [Employee Benefits, Section 20.](#)) However, pursuant to the current Executive Order, payments must continue to be made annually.

#### **8.8.5 Leave Accrual**

A returning employee will begin to accrue leave at the rate(s) that would have been in effect if employment had been continuous.

## Civil Leave

### 9.1

Any employee, except for a temporary employee with a contract of less than six (6) months, shall be granted civil leave when, in obedience to a subpoena or direction by proper authority, an employee appears as witness for the Federal government, the State of Tennessee, or a political subdivision of the State, or when it is necessary to attend any court in connection with official duties or serve on a jury in any State or Federal Court.

### 9.2

In accordance with TCA 22-4-108, the employee shall be excused from returning to employment for any scheduled work day that such employee's responsibility for jury duty exceeds three (3) hours during the day for which an excuse is sought. Travel time is not to be included in determining whether or not an employee's actual jury duty service has exceeded three (3) hours.

Upon a juror's request, **which must be made** prior to each day's service, the person responsible for issuing fee and or compensation statements shall provide the juror's employer a statement that shows the number of hours that the juror spent serving if service has been less than three (3) hours. Employees serving less than three hours on a scheduled work day shall return to work for the remainder of their work day.

### 9.3

However, if an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, such employee shall also be excused from his/her employment as provided by this section for the shift immediately preceding his/her first day of service on any lawsuit. After the first day of service, when such person's responsibility for jury duty exceeds three (3) hours during a day then such person shall be excused from his/her next scheduled work period occurring within twenty-four (24) hours of such day of jury service. Any question concerning the application of the provisions of this paragraph to a particular work shift or shifts shall be conclusively resolved by the trial judge of the court to which the employee has been summoned.

### 9.4

The employee shall retain all compensation or fees received as a witness or juror. The employee may be required to provide a statement from the court which includes dates and times of service and any compensation received.

### 9.5

The employee shall also receive his/her regular institutional compensation as follows: Payment for time served on civil leave and time spent traveling to and from court shall be made at the employee's regular rate of pay, except that such compensation shall not exceed the total of the employee's regularly scheduled daily pay. Travel expenses (mileage) and parking fees will not be paid by the institution.

## **9.6**

Employees involved in personal litigation, or who serve as witnesses in private litigation, shall be charged with annual leave or leave without pay.

NOTE: The change permitting employees to receive their regular pay and retain all compensation received from the court was approved at the December 5, 1997 TBR meeting and became effective January 10, 1998. This change was prospective only.

## **Leave Transfer between the State University and Community College System and State Agencies**

The following Leave Transfer Policy of the Tennessee Board of Regents (Policy 5:01:01:06) is adopted for the State University and Community College System of Tennessee and shall apply to all System employees, including the staff of the Board and all employees of the institutions under the governance and control of the Board. Exceptions to this policy may be made upon recommendation of the President and approval by the Chancellor.

### **10.1**

Any regular employee of any agency, office or department of the State of Tennessee or of any state college or university who leaves one of these employers for employment with another without a break in service shall have all annual and sick leave transferred. Moreover, if an employee leaves the State University and Community College System institutions/Board of Regents Central Office and is re-employed with a state agency prior to his/her termination date with the State University and Community College System, he/she shall have all unused annual leave transferred/reinstated to the employing agency and shall not be entitled to payment for annual leave beginning with the date of re-employment. Any payment for annual leave upon the termination which is later found to have been in violation of this policy shall be repaid to the State University and Community College System institutions/Central Office by the terminating employee.

### **10.2**

When a former employee who has at least one (1) full year of state employment in good standing returns to full-time service with one of these employers, he/she shall be credited immediately with all sick leave to which he/she was entitled at the time of termination. The last employer shall be responsible for certifying eligibility for this sick leave credit to the re-employing agency, college or university.

### **10.3**

If any teacher employed by a local school board in Tennessee leaves the employment of that board in good standing and becomes a full-time state employee within six months of the date of termination, upon certification of accrued and due sick leave by the previous employer, he/she shall be immediately credited with all sick leave to which he or she was entitled at the time of the previous termination.

**TTU NOTE:** The provisions of this policy adopted at the August 15, 1975 meeting, became effective on January 1, 1976, and changes in eligibility to earn leave or in the amount of leave earned for a period of service were prospective only.

# Reporting of Leave

## 11.1 Records

Adequate leave records shall be maintained for all employees. Records must show the years of service of employees for annual leave accrual purposes and the accumulation of sick and annual leave for purposes of transfer and/or termination. Leave records shall be made available to System personnel for appropriate business purposes, and the records for each employee shall be available to the employee upon request.

## 11.2 Monthly Leave and Extra time Reports

**11.2.1** Monthly Leave and Extra time Reports ([See Exhibit EB-10](#)) are due in the Human Resource Services Office by the tenth of each month.

**11.2.2** Hours accumulated and hours taken should be reported from the first through the end of the previous month.

**11.2.3** Extra hours should be entered for the appropriate day(s). Hours should be reported from the first through the end of the previous month.

**11.2.4** If an employee is absent from work after the Monthly Leave and Extra time Report is prepared and does not have enough leave days to cover the absence, the Human Resource Services Office should be notified immediately, so that the employee's check may be corrected.

**11.2.5** All compensatory time earned and all compensatory time used must be recorded on the Monthly Leave and Extra time Report. Time earned and used should be recorded in straight time hours.

**11.2.6** In the case of termination, a Personnel Action Form must be sent to the Human Resource Services Office stating the last date actually worked, the number of hours of accrued and unused annual leave and the final termination date.

## 11.3 Preparation of the Monthly Summary Leave Reports

**11.3.1** One report for each account number will be provided to the departments at the end of each month ([See Exhibit EB-11](#)).

**11.3.2** The month for which the report is being prepared and the departmental account number will be shown in the upper right-hand corner.

**11.3.3** The employee's name, leave accrual anniversary date and beginning balance will be printed on the form.

**11.3.4** The amount shown in the "Total Last Month" column should agree with the total figure reported on the previous month's report. The appropriate amount of annual leave will be added for the calendar month. Any annual leave used during the month should be subtracted. Each July 10 any excess leave above the maximum as of June 30 should be transferred to the third column entitled "Transfer to Sick Leave". The "Total Annual Leave" column should reflect column 1 plus column 2 minus columns 3 and 4.

**11.3.5** Sick leave should be reported in the same manner as annual leave.

**11.3.6** If an employee is absent due to illness for more hours than he or she has accumulated sick leave, any unused annual leave shall be transferred to sick leave and used to cover the absence. If there is still not sufficient accrued leave to cover the absence, a note should be made under the employee's name stating the number of hours to be deducted from the employee's paycheck. If insufficient leave is anticipated prior to the subsequent reporting period, the Manager of Payroll and Benefits should be notified immediately.

**11.3.7** If any employee is absent for reasons other than illness for more hours than he/she has accumulated annual leave, a note should be made on the report stating the number of hours to be deducted. If insufficient leave is anticipated prior to the subsequent reporting period, the Manager of Payroll and Benefits should be notified immediately.

**11.3.8** If an employee is on an unpaid leave of absence and is in a non-accruing status, it should be so indicated on the monthly report.

**11.3.9** When an employee terminates his or her employment with the University, the monthly report should reflect the use of all terminal annual leave. The last report on which the employee's name appears should not reflect any unused hours. The effective date of termination (the last day for which an employee should be paid) should be typed as a note below the individual's name.

**11.3.10** Employees absent from work during the period covered by the Monthly Leave Report, must complete an individual Leave and Extra time Report ([See Exhibit EB-10](#)) which is to be submitted with the Monthly Leave Report.

**11.3.11** The report must be signed by the Dean or Administrative Officer.

## **Fringe Benefits**

### **12.1 Retirement**

**12.1.1** All regular academic, executive, administrative and professional employees, as a condition of employment, shall become a member of the Tennessee Consolidated Retirement System unless they exercise the option to become a member of the Optional Retirement Program. Companies participating in the Optional Retirement Program are ING, TIAA-CREF and AIG/Valic. Membership is optional for all regular part-time academic, executive, administrative and professional employees. For participants in the Optional Retirement Program, TTU contributes 10% of all earnings up to the social security base and 11% of all earnings over the social security base, on a calendar year basis. TTU contributes a percentage of all earnings at a rate actuarially determined by the state for members of the Tennessee Consolidated Retirement System. Non-contributory retirement became effective July 1, 1981.

**12.1.2** All regular full-time clerical and support employees become members of the Tennessee Consolidated Retirement System as a condition of employment. Membership is optional for regular part-time clerical and support employees. Temporary full-time staff employees become members of the Tennessee Consolidated Retirement System after six months of continuous employment. Non-contributory retirement became effective July 1, 1981. TTU contributes a percentage of all earnings at a rate actuarially determined by the state.

**12.1.3** Academic, executive, administrative and professional employees who are members of the Tennessee Consolidated Retirement System, or who are members of a local retirement fund having rights under the Tennessee Consolidated Retirement System, may elect to participate in the Optional Retirement Program in lieu of accumulating creditable service in the Tennessee Consolidated Retirement System while employed at an institution with an Optional Retirement Program. Any eligible employee who elects to cease membership in the Tennessee Consolidated Retirement System and commence membership in the Optional Retirement Program should contact the Human Resource Services Office for assistance. Once this election is made, it cannot be rescinded. Employees who participate in ORP generally may not transfer membership to TCRS. However, beginning in 2005, ORP members with five years service have a one-time transfer option. TCRS will communicate directly with eligible employees.

**12.1.4** For employees who began state service prior to July 1, 1981, all contributions made by employees through payroll deduction to TCRS plus that portion of the employer's contribution made on behalf of the employee after July 1, 1981, plus any accrued interest are fully transferable to the Optional Retirement Program. Employer contributions are not transferable. For employees who began

state service after July 1, 1981, no contributions to TCRS are transferable to the ORP.

**12.1.5** An eligible new employee who is not a member of the Tennessee Consolidated Retirement System, and who has not accumulated creditable service there under as a member of a local retirement fund, may elect, prior to the preparation of his/her first salary payment, membership in either the Tennessee Consolidated Retirement System or the Optional Retirement Program.

**12.1.6** When an employee who enrolled before July 1, 1981 in Tennessee Consolidated Retirement System terminates employment with the University, he or she may apply for a refund of the employee's contributions plus the 5% contributions made by the state on his/her behalf after July 1, 1981, plus any earned interest. To request a refund, the employee must complete the necessary forms in the Human Resource Services Office. Refund checks are issued 60 to 90 days after the date of the employee's last check. Persons enrolling after July 1, 1981 will not contribute to Tennessee Consolidated Retirement System and thus will not be eligible for a refund.

**12.1.7** Effective April 4, 1994, Public Chapter 710 was enacted to permit a participant who has separated from service and has an aggregate total of less than \$4,000 credited to his/her retirement account to receive a lump sum distribution of contributions upon the participant's written request and in any manner permitted by the companies holding the accounts. Refunds shall require the completion of form(s) for both the participant's company/companies and the Tennessee Consolidated Retirement System. Verification of contributions and separation from service information shall be provided by the last employer; verification of an aggregate current balance of less than \$4,000 shall be provided by the participant in the form of current quarterly statement(s). Both forms must be returned to the company/companies in order for the lump sum distribution to be processed. The \$4,000 exception to lifetime distribution has been revised to increase by \$1,000 annually until \$15,000 limit is reached.

**12.1.8** Employees who are members of the Tennessee Consolidated Retirement System are eligible to retire upon attainment of age sixty (60) with five (5) years of creditable service or upon completion of thirty (30) years of creditable service.

**12.1.9** Credit toward retirement may be granted for military service. To receive this credit, a member must complete an application and provide documentation of the service period ([Exhibit EB-12](#)). The retirement system will grant military service credit if the necessary requirements are met. Additional information is available in [Employee Benefits, Section 8](#) and at the [Tennessee Consolidated Retirement System](#) website.

**12.1.10** Employees who are members of the Optional Retirement Program may retire at any time permissible under the provisions of the annuity contracts purchased from the designated carriers of the program.

**12.1.11** During leaves of absence for the purpose of furthering education or engaging in academic research relative to the member's employment which will increase his/her efficiency to the University, service credit not to exceed two (2) years may be granted. These must be approved by Tennessee Consolidated Retirement System and no contributions will be credited to the member's refundable account. The member must return to service with the University after the leave for at least one (1) year.

#### **12.1.12**

**A.** The provisions of this policy which constitute amendments or revisions of the previous Tennessee Board of Regents policy adopted September 29, 1978, became effective January 1, 1979.

**B.** The provisions of this policy which constitute amendments or revisions adopted on June 26, 1981, became effective on July 1, 1981.

**C.** The provisions of this policy under which regular full-time executive, administrative and professional employees are eligible to participate in the optional retirement program became effective July 1, 1983.

**D.** Regular part-time employees became eligible for retirement system membership July 1, 1984.

**12.1.13** Employees who are members of the Tennessee Consolidated Retirement System may designate more than one beneficiary for retirement death benefits. The state retirement system, however, requires multiple beneficiaries be treated as equal. Employees who were employed after July 1, 1981 and who have no cash contributions credited to their accounts are encouraged to name only one beneficiary since there are not cash refunds available for these employees. Also see Employee Benefits, Section 12.1.6. Additional information to assist in your selection of a beneficiary is available at the TCRS website ([www.treasury.state.tn.us/selectbeneficiary](http://www.treasury.state.tn.us/selectbeneficiary)).

**12.1.14** The optional retirement program allows the designation of primary and contingent beneficiaries.

### **12.2 F.I.C.A**

**12.2.1** All full-time and part-time faculty members except those electing in the January, 1978 social security referendum not to participate in social security shall contribute at the rate of 6.2% of all earnings up to the social security base

established by the Social Security Administration on a calendar year basis; Tennessee Technological University contributes at the rate of 6.2%. All earnings are subject to Medicare tax at the rate of 1.45%. Tennessee Technological University also contributes at the rate of 1.45%.

**12.2.2** All regular and temporary full-time and part-time employees shall have social security deducted from their gross earnings commencing with the date of their employment. The contribution rate is 6.20% of all earnings up to the social security base established by the Social Security Administration on a calendar year basis. Tennessee Technological University contributes at the rate of 6.20%. All earnings are subject to Medicare tax at the rate of 1.45%. Tennessee Technological University also contributes at the rate of 1.45%.

**12.2.3** Students who are enrolled in at least six hours as undergraduate or graduate students do not participate in social security.

### **12.3 Insurance**

**12.3.1** Health, life and accident insurance is available for all full-time regular employees (See [Human Resource Services Policies and Procedures, Section 19.1.5](#)). (Full-time for insurance purposes is defined as at least thirty (30) hours per week) through the State of Tennessee and Ft. Dearborn Insurance Company. If coverage is not elected within the first 30 days of employment as a regular full-time employee, coverage can only be obtained if a qualifying event occurs. Questions on qualifying events should be directed to the Manager of Payroll and Benefits. Tennessee Technological University pays 80% of the basic coverage cost for the employee.

**12.3.2** An employee on approved unpaid leave of absence may elect to be continued in the group insurance program, provided he or she pays the total premium cost. (If both husband and wife are employed by the state, the employee on approved unpaid leave may be covered under the spouse's policy for the duration of the leave.)

**12.3.3** Employees eligible for unpaid leave as provided by the Family Medical Leave Act may elect to continue coverage in the group insurance program, provided they pay the applicable premium (See [Employee Benefits, Section 19](#)).

**12.3.4** An employee on leave with educational grant-in-aid pays only the employee's share of the premium; the institution pays the employer's share. In any case, if an employee elects to discontinue insurance coverage during a leave of less than six months, the employee is eligible for coverage on the first day of the calendar month following his or her return to work. For leaves of absence longer than six months, the employee must serve the one month waiting period as required for new employees before coverage is reinstated and satisfy the six month pre-existing condition clause unless the employee provides a certificate of

coverage verifying other coverage while on leave and there has not been a 63-day lapse in coverage.

**12.3.5** Other insurance plans available through payroll deductions include universal life insurance and term insurance offered by UnumProvident Life and Accident Insurance Company. Cancer insurance and hospital intensive care insurance are available with American Family Life Assurance Company. Long-term disability is available with Hartford for all full-time, regular employees. A dual option dental insurance plan is available through the State Group Insurance Program. Detailed information on all of these plans is available from the Human Resource Services Office. The employee must bear the full cost of these plans.

**12.3.6** To terminate insurance coverage, an employee must complete a "Group Request for Change Form" available in Human Resource Services. The change form must be completed by the employee and received by the Human Resource Services staff before the day the termination will become effective. Insurance coverage will terminate at 12:00 p.m. on the last day of the month. An employee cannot terminate coverage for the month once the month begins.

**12.3.7** Any questions concerning insurance should be directed to the Human Resource Services Office.

## **12.4 U.S. Savings Bonds**

Any regular employee may purchase U.S. Savings Bonds. Visit [www.treasurydirect.gov](http://www.treasurydirect.gov) for more information.

## **12.5 Charitable Deductions**

Payroll deduction is available for charitable organizations approved by the Tennessee Board of Regents. A list of approved organizations and specific procedures is available in the Human Resource Services Office.

## **12.6 Deferred Compensation Program**

Tax deferred programs, including 403(b), 401(k) and 457 plans are available to faculty and staff at Tennessee Technological University. These programs provide supplemental retirement funds and a deferment of income tax on the amount contributed. A list of currently approved companies is available in the Human Resource Services Office. TTU matches the 401(k) contribution to a maximum determined by state statute.

## **12.7 Credit Unions**

Any regular employee may become a member of the Cornerstone Credit Union, Tennessee Credit Union or Middle Tennessee Credit Union and participate in these

programs using direct deposit. Further information and forms are available in the Human Resource Services Office.

## **12.8 Claims against Tennessee Technological University**

Listed below are the laws of the State of Tennessee relating to claims against the University and rules of the University concerning the Board of Claims. Claims against the University must be presented as specified in the following sections.

**12.8.1** Any claim resulting from alleged liability or negligence on the part of the University or any employee must be presented to the Vice President for Business and Fiscal Affairs of Tennessee Technological University.

**12.8.2** It is the responsibility of deans, directors, and other administrative officers to notify the Vice President for Business and Fiscal Affairs and the Safety Officer of the University in writing using a Notification of Accident or Occupational Illness Form ([See Exhibit EB-13](#)) concerning any accident in his or her area of responsibility. Supervisors and employees who work in academic and service buildings can obtain this form from the person designated as "in charge" for that building. All accidents to employees, even though they may be considered of minor nature and may result in no lost time or little or no medical expense, are to be reported. Accidents that require first aid treatment must be reported. Employees should be constantly reminded that all accidents occurring on the job should be reported immediately to their supervisors or department head. In case of medical complications after the date of an accident, if the accident was not reported, it will become the responsibility of the injured employee to then prove at a later date that an accident did occur while on the job.

**12.8.3** The completed report should be forwarded to the Director of Environmental Health and Safety Services in Facilities and Business Services on the next regularly scheduled work day following the accident. In the event that an injured student or employee is hospitalized or cannot be immediately contacted to complete a report, contact the Director of Environmental Health and Safety Services as soon as possible (372-3524).

**12.8.4** When it is evident that the report cannot be completed within seventy-two hours after the accident, the person responsible for completing the form is to notify the Director of Environmental Health and Safety Services in Facilities and Business Services.

**12.8.5** When an incident occurs which has the potential to result in a claim against the State, forms TR- 0231, 0232 and 0233 must be obtained from, completed, and returned to the Human Resource Services Office. This must be done in addition to completing the Notification of Accident or Occupational Illness form. These forms will not serve as duplicates of each other. Sedgwick James, claims management company for State of Tennessee, must receive notification of

accidents within twenty-four hours. The phone number for Sedgwick James is 1-800-526-2305. Sedgwick James will instruct employees of procedures to follow.

**12.8.6** Any claims against the University must be presented in writing with necessary supporting documentation from all persons involved within one year of the alleged incident or the claim will not be accepted.

**12.8.7** The following excerpts are taken directly from rules and regulations promulgated by the State Board of Claims and Tennessee Code Annotated.

### ***Allowance for Injuries or Death of an Employee***

Said Board of Claims is authorized to pay and compensate employees of any department, division, bureau, or agency of the state government, who shall receive injury in the line of duty and in the course of official employment whether such injury shall be accidental or otherwise, or the dependents of such employee in case of death arising out of injury, such compensation to be paid out of the general highway fund in the case of employees of the Department of Highway and Public Works, and out of the general fund in all other cases. [Acts 1945, ch. 73, 2; C. Supp. 1950, 1034.2 (Williams 1034.27)]

### ***Injuries and Property Damage Arising from Negligence of State Employees.***

Said Board of Claims is vested with full power and authority to hear and determine all claims against the State based upon, or arising out of, any written contract executed as prescribed by law on behalf of any Department of the State; and its awards, if any, under this section are to be paid out of funds of the Department in each case available for the performance of the contract. (Acts 1965, ch. 218.) No claim provided for under this section may be considered by the Board of Claims which has not been presented to it by sworn petition duly filed within one (1) year from the date on which the claim first accrued. The provision of this section shall apply only to claims against the state arising from the performance of functions of its various departments and agencies imposed upon them by law where in such performance said departments have exclusive control of the personnel and equipment involved. [Acts 1945, ch. 73, 5; C. Supp. 1950, 1034.5 (Williams, 1034.30)]

### ***Finality of Decisions***

The decision of the Board of Claims, upon any claim filed hereunder, shall be final. Acts 1945, ch. 73, 10; C. Supp. 1950, 1034.9 (Williams, 1034.35).

### ***Investigation of Claims and Limitations***

The State Board of Claims is vested with jurisdiction to investigate, hear, and make awards upon the claim provided for in T. C. A. 9-816, providing the act or acts forming the basis of such claims occurred within (6) years preceding March 7, 1957, and said claims are filed within one (1) year subsequent thereto. As to claims arising from injuries occurring subsequent to March 7, 1957, the Board of Claims shall have jurisdiction to hear and make awards upon the same only if

such claims are filed within one (1) year subsequent to the date of the injuries upon which such claims are based. (Acts 1955, ch. 120.2; 1957, ch. 361.2.)

### **12.9 Unemployment Compensation**

When any employee is involuntarily terminated, he or she should be directed to obtain a separation notice from the Human Resource Services Office. This notice is to be used in applying for any unemployment compensation which he or she may be eligible to receive through the Tennessee Department of Labor and Workforce Development. The department should provide the Human Resource Services Office with a Personnel Action Form indicating the last date of employment and reason for termination.

### **12.10 Discounts at University Center Bookstore**

A 15% discount on purchases totaling over \$1.00 is granted to individual faculty and staff members, on all purchases from the University Center Bookstore except computer software and sale items.

All faculty and staff personnel must have a Tennessee Tech employee identification card to be eligible for the 15% discount. Spouses and children of faculty and staff are also eligible for the discount.

## **Employee Service Award Program**

This program is designed to recognize and express appreciation to employees who have completed 5\* or more years of service to the University.

### **13.1 Eligibility for Service Award**

The service award is available to all faculty, administrators, and clerical/support staff who are regular full-time and regular part-time employees of TTU and who complete the required length of service to the University.

### **13.2 Service Credit**

The Human Resource Services Office determines total service credit for eligible employees. The program is retroactive to include credit for regular service of eligible employees prior to July 1, 1984. It is not necessary that service be continuous to receive credit. Prior TTU service is verified by the Human Resource Services Office. Regular part-time service receives credit on an equal basis with full-time service and is not to be prorated. Any period of paid leave status is included in the calculation of service credit. Periods in which the employee is in an unpaid leave of absence status are not included nor are periods of temporary employment.

### **13.3 Award Schedule**

The President presents the awards to recipients during the Spring. The award is a pin for service achievement. The awards are given as recognition of each five (5) years of service to the University beginning with the fifth year.

\*Faculty receive a service award beginning with the completion of ten years of service.

## **Bereavement Leave**

### **14.1**

It is the policy of the Tennessee Board of Regents to provide all regular, full-time and part-time employees time off without loss of pay due to the death of an immediate family member as defined below, consistent with Chapter 1010 of the Public Acts of 1988 and Chapter 51 of the Public Acts of 1989.

### **14.2**

An employee who is absent during his/her regularly scheduled work week due to the death of an immediate family member shall receive payment for reasonable and customary days absent, such days of payment not to exceed three (3) regularly scheduled work days. Immediate family shall be deemed to include 1) spouse; 2) child, step-child; 3) parent, step-parent, foster parent, parent-in-law; 4) sibling(s); and 5) grandparents and grandchildren. In addition to the three (3) regularly scheduled work days, sick leave not to exceed two (2) days may be granted at the discretion of the appropriate approving authority in the instance of death of one of the immediate family members listed above.

### **14.3**

Regular part-time employees, including academic personnel scheduled to carry less than a full teaching load or its equivalent, regardless of probationary status, shall be eligible to receive bereavement leave on a prorated basis equal to the percentage of their employment to full-time employment.

## **Privileges and Benefits for Spouses and Dependents of Deceased or Retired Faculty and Staff**

### **15.1**

Spouses and dependents of deceased or retired faculty and staff of the university are entitled to such privileges and benefits, other than monetary compensation, as are available to spouses and dependents of active full-time faculty and staff. The privileges and benefits carry with them the same responsibilities as for regular personnel and their families. These privileges and benefits will include: to be included on appropriate mailing lists of the university; to have faculty/staff library privileges; to be permitted to purchase faculty or staff parking permits (as appropriate to the individual deceased or retired faculty or staff member's status); to use university recreation facilities; to make purchases at the university bookstore at the faculty/staff discount rate; to be invited to social and ceremonial functions to which spouses and dependents of active full-time faculty and staff are normally invited; and, to receive other privileges which may be extended to spouses and dependents of active full-time faculty and staff. In addition, spouses of deceased or retired Tech employees shall be limited to two (2) complimentary athletic season tickets.

### **15.2**

The application of this policy is administered by the Human Resource Services Office.

## **Privileges and Benefits for Retired Faculty and Staff**

### **16.1**

Retired faculty and staff of the university are entitled to such privileges and benefits, other than monetary compensation, as are available to active full-time faculty and staff. The privileges and benefits carry with them the same responsibilities as for regular faculty and staff. These privileges may include: to be included on appropriate mailing lists of the university; to have faculty/staff library and, when available, computing privileges; to be permitted to purchase faculty or staff parking permits as appropriate to the retiree's active status in the university; to use university recreation facilities; to make purchases at the university bookstore at the faculty/staff discount rate; to be invited to social and ceremonial functions of the university; to receive other privileges which may be extended to regular faculty and staff; and, to be issued an appropriate identification card. A retired Tech employee may be allowed to purchase a maximum of two (2) athletic tickets at the employee rate, in addition to the two (2) complimentary athletic tickets that he/she is eligible to receive.

### **16.2**

The application of this policy is administered by the Human Resource Services Office.

## Voting Leave

### 17.1

It is the policy of the Tennessee Board of Regents to provide employees time off to vote in state, national and local elections and to establish a procedure for reporting the time missed from work.

### 17.2

Employees who are registered voters may receive reasonable time off to vote if they request such time off before 12:00 noon the day before the election. The supervisor may specify the hours during which the employee may be absent to vote, and the time off may not exceed three hours. No time off will be granted if the polls in the county where the employee is a resident are open three (3) or more hours before the employee is scheduled to begin work or if the polls close three (3) or more hours after the employee's work schedule ends.

### 17.3

Time off to vote shall be recorded as non-duty pay hours. Time off to vote is recorded for non-exempt employees as non-worked time when calculating overtime.

### 17.4

In accordance with Public Chapter 741, which amended TCA 2-9- 103 effective April 15, 1998, any full-time employee appointed by a county election commission to work part-time as a voting machine technician, shall be granted unpaid leave for the day(s) required for the technician's duties. Supporting documentation may be required by the appropriate approving authority for the period of duty.

An employer may not require the employee to use accrued annual and/or compensatory time for this period. However, either may be used at the employee's option.

## Educational Leave

It is the policy of the Tennessee Board of Regents to provide time off to regular employees to continue their education and/or participate in research, grants or fellowships on a full-time basis. Requests for educational leave for regular employees must be approved in advance by the president. Such approval must specify the length of the leave which normally should not exceed twelve (12) months. Each request for leave will be evaluated on its own merits and approval will depend upon the evidence provided as to the enhancement of the employee's value to the institution resulting from the leave. Leave of absence for periods exceeding one (1) year may be granted upon recommendation of the President and approved by the Chancellor as stated in Employee Benefits, Section 7.2.

### 18.1 Educational Leave of Absence with Pay

**18.1.1** Employees on educational leave of absence and receiving compensation through the payroll system, regardless of the original source of the funds, are eligible for the following benefits:

**A.** Retirement (Refer to Employee Benefits, Section 18.3 for procedures to request retirement credit.)

Regular full-time employees who have received final approval from the institution and the Tennessee Consolidated Retirement System (TCRS) for the period of the leave will continue to accrue creditable service and/or to have employer contributions paid on their behalf. Individuals who receive TCRS approval and who continue in the retirement program should not participate simultaneously in any other retirement system. Employees whose request for retirement credit is denied by TCRS will be removed from participation in the retirement program for the duration of the leave.

**B.** Basic Group Insurance

Employees on approved educational leave who receive compensation from the institution may continue their participation in the basic group insurance program. The employee's portion of the premium will be deducted from the employee's pay and the University will pay the employer's portion. The amount of the deduction and scheduled life insurance coverage will be the deduction and life schedule in effect immediately prior to the beginning of the leave.

**C.** Other Group Insurance

Employees on approved leave with pay may, at their option, continue membership in other group insurance plans available to active employees. In all such plans except the group medical/life insurance plan noted above,

the full cost of the plan is borne by the employee. These premiums will be withheld by payroll deduction in accordance with established procedures.

**D. Unemployment Compensation Benefits**

The institution will provide unemployment benefits based on the provisions of State and Federal unemployment compensation acts.

**E. Social Security**

Employees will continue participation in Social Security with coverage and applicable taxes based on the compensation paid during the leave.

**F. Federal Withholding Tax**

Federal withholding taxes will be based on compensation paid to the employee during the leave and upon the applicable withholding tables.

**G. Longevity Pay**

Employees on approved educational leave with pay are considered to be eligible for longevity pay, and payments will be made on the regular schedule.

**H. Educational Assistance**

Refer to the eligibility requirements contained in the various programs in Employee Benefits, Section 2.

**18.1.2** Employees on educational leave are not eligible to accrue or use annual, sick or other leave benefits during the period not worked.

**18.2 Educational Leave of Absence without Pay**

**18.2.1** Employees on an approved educational leave of absence and receiving no compensation from the institution are eligible for the following benefits:

**A. Retirement** (Refer to Employee Benefits, Section 18.3 for procedures to request retirement credit.)

Employees who have received approval from the institution and TCRS will receive retirement credit for the period of the leave.

**B. Basic Group Insurance**

Employees on approved educational leave without pay are eligible to continue their participation in the group medical/life insurance program. If they elect continuation of coverage, employees must pay the employee and employer share of the premium. The Tennessee Insurance System (TIS) will bill the employee for the full premium, in advance, on a monthly basis. The rate of contribution and the life insurance coverage will be the rate and life schedule in effect immediately prior to the beginning of the leave.

**C. Other Group Insurance**

Employees on approved leave without pay may, at their option, continue membership in other group insurance plans available to eligible employees. In all such plans, the full cost of the plan is borne by the employee.

**D. Educational Assistance**

Refer to the eligibility requirements contained in the various programs in Employee Benefits, Section 2.

**18.2.2** Employees on an approved educational leave of absence and receiving no compensation from the institution are not eligible for the following benefits:

**A. Unemployment Compensation Benefits**

Unemployment benefits will not be provided for employees who do not receive compensation from the institution while on leave.

**B. Social Security**

The institution will not make any contributions during a leave without pay.

**C. Longevity Pay**

Longevity is not payable during a leave of absence without pay, nor is the period considered as eligible service.

**D. Leave Benefits**

Employees on educational leave are not eligible to accrue or use annual, sick or other leave benefits during the period not worked.

**E. Educational Assistance**

Refer to the eligibility requirements contained in the various programs in Employee Benefits, Section 2.

### **18.3 Retirement Credit**

**18.3.1** An Application for Retirement Credit for Educational Leave of Absence form should be submitted along with a written request for a leave of absence to the president (See Exhibit EB-14). If the leave request is approved, the application for retirement credit should then be forwarded to the Tennessee Consolidated Retirement System. The TCRS Board of Trustees is responsible for granting final approval for retirement credit.

**18.3.2** To be considered for retirement credit, the leave must be for the purpose of attending school or engaging in academic research related to employment, and must be intended to increase the employee's usefulness to the institution. Approval by TCRS is granted conditionally upon the employee's immediate return to employment after the leave for a period of at least one year of service. An individual may not receive retirement credit for educational leave in excess of two years during the individual's lifetime.

**18.3.3** Examples of the types of leave which will be considered for retirement credit are as follows:

**A.** The leave is for formal study at an institution of higher education leading to an advanced degree in a field relevant to the faculty/staff member's area of professional responsibility.

**B.** The leave is for a formal period of research or post-doctoral study in a field related to the faculty/staff member's area of professional responsibility. Such leaves will include, but not be limited to, periods of study supported by grants, such as the Guggenheim, Fulbright-Hays, Rockefeller Foundation or Ford Foundation fellowships.

**C.** In rare cases, retirement credit will be allowed for an approved educational leave for formal study leading to an undergraduate degree or professional certification directly related to enhancing an employee's ability to perform his/her job. A written statement justifying the leave must be provided and approved by the president.

**18.3.4** When retirement credit is approved for a leave of absence which occurs after 1981, creditable service and/or contributions during the leave will be handled in the following manner:

**A.** Employees Receiving Compensation

**1. TCRS Member**

Creditable service in TCRS will be granted for the period of the leave and the employer contribution will be made based on the rate in effect during the period of the leave and the annualized salary in effect immediately prior to the educational leave; however, employer provided employee contributions will not be credited to the employee's account.

**2. ORP Member**

Employer contributions equal to 10% (11% of salary above the Social Security wage base) of the annualized salary in effect immediately prior to the educational leave will be made.

**B. Employees Receiving No Compensation**

**1. TCRS Member**

Creditable service will be granted but no employer contributions will be made during the leave period.

**2. ORP Member**

Employer contributions equal to 10% (11% of salary above the social security wage base) of the annualized salary in effect immediately prior to the educational leave will be forwarded to the ORP. If the employee is an ORP member and does not return to service following the educational leave of absence, the institution will request a refund from the ORP vendor(s) of the employer contributions which were made during the leave period.

**18.3.5** If retirement credit is approved for a leave of absence which occurred prior to July 1981, the TCRS member must pay employee contributions plus interest based on the salary earned in the year immediately prior to the commencement of the leave; the ORP member must contact the TCRS Prior Service Section directly to initiate an individual calculation.

## Family and Medical Leave

In compliance with the Family Leave Act of 1993, it is the policy of the Tennessee Board of Regents to provide eligible male and female employees up to twelve workweeks of leave during a twelve month period for specified family and medical reasons, to provide continued health insurance coverage during the leave period and to insure employee reinstatement to the same or an equivalent position following the leave period. For purposes of this policy, "State" shall be defined as any State agency, the Tennessee Board of Regents System, and/or the University of Tennessee System.

### 19.1 Employee Eligibility

- A.** In order to be considered "eligible" under Family Medical Leave Act (FMLA or the Act) guidelines, an employee must (1) have worked for the State for at least 12 months and (2) have worked at least 1,250 hours during the year preceding the start of the leave.
- B.** The determination of whether an employee meets the eligibility criteria for receiving FMLA leave is based on the amount of service (including prior service) possessed by the employee as of the date the leave actually begins.
- C.** This policy includes both regular and temporary employees. However, the institution is not obligated to restore an employee hired for a specific term or to complete a project.
- D.** The right to take FMLA leave applies equally to male and female employees.
- E.** This policy contains no exceptions for "key employees" (e.g., a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees of the institution).

The 12 months of required work with the State do not have to be consecutive in order for an employee to be eligible. If an employee is maintained on the payroll for any part of a week, that week is considered a week of employment, with 52 weeks of such employment considered equal to 12 months. In determining "hours worked" for the purposes of FMLA eligibility, all hours actually worked by an employee (including overtime hours) should be calculated. Annual and sick leave hours which have been used during the 12-month period preceding the start of the leave are not counted as hours worked. In situations where an employee is considered "exempt" from the overtime provisions of the Fair Labor Standards Act (FLSA) and no record of overtime hours worked has been maintained, the employee is presumed to have met the 1,250 hour requirement if he/she has worked for the State for at least twelve months. For purposes of this policy, full-time faculty satisfy the 1,250 hour test. The determination of eligibility must be made as of the date the leave commences or within two business days (absent extenuating circumstances) of when notification of an FMLA qualifying event has

been received. If an employee gives notice that leave is required before he/she meets the eligibility criteria, he/she must either be (1) provided with confirmation of when eligibility will be attained, based upon a projection, or (2) be advised when the criteria have been met. Eligibility that is confirmed at the time the notice is received may not be subsequently challenged. In the latter case, the notice of leave will remain current and outstanding until the employee is advised that eligibility has been attained. If notice of leave has been given and confirmation of eligibility is not given prior to commencement of the leave, the employee is deemed eligible; FMLA leave may not be denied. In addition, if notice of the need for leave has not been given more than two business days prior to commencement of the leave, a determination of eligibility must be confirmed within two business days following notice. If such a determination is not provided, the employee will be considered eligible. Leave requests for regular employees who do not satisfy the FMLA eligibility requirements shall be processed in accordance with the appropriate Tennessee Board of Regents leave policies.

## **19.2 Leave Entitlement - FMLA Qualifying Events**

**A.** The birth of a son/daughter and to care for the newborn child; In addition to leave taken after the birth of a child, FMLA leave may be taken by an expectant mother for the purpose of prenatal visits, pregnancy-related symptoms, and in situations where a serious health condition prevents her from performing her job duties prior to the child's birth.

**B.** The adoptive or foster care placement of a son or daughter with the employee; FMLA leave may be taken prior to an adoptive or foster care placement if the leave is necessary for the placement to proceed. This would include granting leave for required counseling sessions, court appearances, and legal or medical consultations.

Adoption: There is no requirement in the Act that the source of an adoption be from a licensed adoption agency in order for an employee to be eligible for FMLA leave. (See Employee Benefits, Section 19.2.C for age limitations for son/daughter.)

Foster Care: This is defined as "24-hour care for children in substitution for, and away from, their parents or guardian." The Act requires that this placement be made by or in agreement with the State and that State action be involved in the removal of the child from parental custody. Foster care may include children of relatives placed within the employee's home by the State.

**C.** To care for the employee's spouse, son, daughter, or parent with a serious health condition, as defined below:

Spouse: Husband or wife as defined or recognized under Tennessee law for purposes of marriage.

Parent: Biological parent or an individual who currently stands or stood in place of an absent parent to an employee when the employee was a child as defined in son/daughter below. The definition does not include parents-in-law.

Son/Daughter: Biological, adopted, foster child, stepchild, legal ward, or child of a person standing in place of an absent parent, who is either under age 18 or age 18 or older and "incapable of self-care because of a mental or physical disability."

An individual "incapable of self-care" means that the individual requires active assistance or supervision in performing 3 or more activities of daily living.

An individual with a "physical or mental disability" means that the individual has an impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR part 1630, issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

For purposes of confirmation of family relationship, the president or his/her designee (hereafter referred to as "Designator") may require the employee giving notice of a need for leave to provide reasonable documentation or statement of family relationship. This documentation may take the form of a simple statement from the employee, a birth certificate, a court document, etc. After examination, the employee is entitled to the return of the official document.

**D.** The employee has a serious health condition resulting in his/her inability to perform job functions. An employee is unable to perform the functions of his/her position if the health care provider finds that he/she is (1) unable to work at all or (2) is unable to perform any one of the position's essential functions within the meaning of the American with Disabilities Act (ADA), 42, USC 12101 et seq., and the regulations at 29 CFR Sec. 1630.2(n). For FMLA purposes, the essential functions must be determined with reference to the employee's position when the notice is given or the leave commenced, whichever is earlier.

An employee absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. The Designator may provide a copy of the essential functions of the employee's position for the health care provider to review when requiring certification.

### **19.3 FMLA definition of "a serious health condition"**

The FMLA defines a "serious health condition" as an illness, injury, impairment, or physical or mental condition involving any of the following:

**A.** A period of incapacity (inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment, or recovery) or treatment connected with inpatient care (e.g., overnight stay) in a hospital, hospice or residential medical care facility.

**B.** Continuing treatment by a health care provider (hereafter referred to as "HCP"). A serious health condition involving continuing treatment by an HCP includes any one or more of the following:

**(1)** A period of incapacity of more than 3 consecutive days and any subsequent period of treatment or period of incapacity relating to the same condition, that also involves:

**(a)** Treatment two or more times by an HCP, nurse, or physician's assistant under direct supervision of an HCP, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, an HCP; or

**(b)** Treatment by an HCP on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider.

**(2)** Any period of incapacity due to pregnancy/prenatal care. Does not require treatment from a health care provider for each absence (e.g., morning sickness).

**(3)** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which may be defined as one which:

**(a)** Requires periodic visits for treatment by any of the HCP's listed in Employee Benefits, Section 19.4.

**(b)** Continues over an extended period of time (including recurrent episodes of a single underlying condition).

**(c)** May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.) Such conditions require the continuing care of an HCP but do not always require active medical treatment.

**C.** A period of incapacity which is permanent or long-term due to a condition for which there may be no effective treatment (e.g., Alzheimer's, severe stroke, or terminal stages of a disease.) Employee does not have to be receiving active treatment but must be under the continuing care of an HCP.

**D.** Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider either for restorative surgery after an accident/injury or for condition that would likely result in a period of incapacity of more than three consecutive calendar days without intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Treatment of a serious health condition includes (but is not limited to) examinations to determine the existence of such condition and to evaluate the condition. However, treatment does not include routine physical, eye, or dental examinations. A regimen of continuing treatment may include a course of prescription medication (e.g., antibiotics) or therapy requiring special equipment to resolve or alleviate the condition (e.g., oxygen). It does not include taking over-the-counter medications, bed rest, drinking fluids, exercise, etc. initiated without a visit to an HCP.

The following conditions do not usually meet the definition of a serious illness unless hospitalization or complications occur: cosmetic surgery, common colds, flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, and routine dental/orthodontia/periodontal conditions.

Restorative dental surgery, plastic surgery after an injury or removal of cancerous growths, and mental illness resulting from stress or allergies may qualify as serious health conditions only if all the other conditions of the definition are met.

Substance abuse may be a serious health condition if all the other conditions of the definition are met. However, FMLA leave may be taken only when treatment for the substance abuse is being provided by an HCP or a provider of health care services on referral by an HCP.

#### **19.4 FMLA definition of a "health care provider"**

(HCP) A "health care provider" includes the following: (1) A doctor of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; (2) any other person determined by the U.S. Secretary of Labor to be capable of providing health care services.

Others "capable of providing health care services" include only:

**(1)** podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice under state law and performing within the scope of their practice as defined under state law;

(2) nurse practitioners, nurse midwives, and clinical social workers authorized to practice under state law and performing within the scope of their practice as defined under state law;

(3) Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts. Employees receiving treatment from a Christian Science practitioner may not object to any requirement by the Designator to submit to examination (not treatment) to obtain a second or third certification from an HCP other than a Christian Science practitioner except as otherwise provided under applicable State or local law.

(4) Any HCP from whom an employer or the employer's group health plan benefits manager will accept certification of a serious health condition to substantiate a claim for benefits.

(5) An HCP listed above who practices in another country, other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions without supervision by a doctor or other HCP.

## **19.5 Determination of the 12 Work Week Period for FMLA**

### **A. Limitations on Length and Duration**

1. The right to take FMLA leave began on August 5, 1993, the effective date of the Family and Medical Leave Act. Any leave taken prior to that time could not be counted against an employee's twelve week entitlement for the year.

2. Eligible employees are entitled to up to a total of twelve work weeks of leave during a twelve month period. The initial twelve month period starts on the date the employee's FMLA leave first begins. A new twelve month period would begin the first time FMLA leave is taken after completion of any previous twelve month period. For example, an employee who first uses FMLA leave on October 7, 1993, would have their twelve month period begin on that date and continue through October 6, 1994. If this employee subsequently needed to use FMLA leave starting on December 2, 1994, a new twelve month period would be established from that date forward through December 1, 1995.

3. If the current method for defining twelve work weeks in a twelve-month period is changed, employees shall be given a 60-day notice. The

transition shall afford the full benefit of 12 weeks under whichever method affords the greatest benefit to the employee. New methods may not be implemented to circumvent the FMLA's leave requirements.

**4.** A holiday that occurs within the week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. Exception: If the institution is temporarily closed for work for one or more weeks (e.g., closing for the Christmas/New Year holiday, summer breaks), those days do not count as FMLA leave.

**B. Limitations on FMLA leave entitlement for the birth of a child or adoption or foster care placement**

Leave entitlement for the birth or for adoption or foster care placement expires at the end of the twelve month period beginning on the date of the birth or placement. FMLA leave for these reasons must be concluded within this time period.

**C. FMLA leave limitations when both spouses are State employees**

**1.** Spouses who are both employees of the State are limited to a combined total of twelve weeks of FMLA leave during a twelve month period if the leave is taken for the following reasons: (1) birth of a child or for care of the child after birth; (2) adoptive or foster care placement of a son or a daughter or for care of the child after placement; or (3) to care for a parent (not a parent-in-law) with a serious health condition.

**2.** In situations where both the husband and wife use a portion of FMLA leave for one of the reasons listed in the previous paragraph, each spouse is entitled to the difference between the amount he/she has taken individually and twelve weeks of FMLA leave for reasons other than those listed. For example, if both spouses use six weeks of leave for the birth of a child, each could take an additional six weeks of leave for personal illness, or to care for a family member with a serious health condition. In situations where FMLA leave is not taken due to birth, adoption, foster care, or to care for a parent during a given year, each spouse is entitled to a full twelve workweeks of leave.

**3.** If one spouse is ineligible for FMLA leave, the spouse who meets the eligibility requirement is entitled to 12 workweeks of FMLA leave.

**D. Use of an intermittent or reduced leave schedule**

"Intermittent Leave" is leave taken in separate blocks of time due to a single qualifying reason and may include leave periods from an hour to several weeks. A

"reduced leave schedule" reduces an employee's usual number of working hours per work-day or work-week.

An employee may take intermittent FMLA leave or have a reduced leave schedule over a twelve month time period when medically necessary for (1) planned and/or unanticipated medical treatment of a serious health condition by or under the supervision of an HCP, (2) recovery from the condition, or (3) recovery from treatment of the condition. An employee may also take intermittent leave or request a reduced schedule to provide care to an immediate family member with a serious health condition. Employees may not use intermittent FMLA leave following the birth of a child or adoptive or foster care placement for any reason other than medical necessity.

Intermittent leave or a reduced schedule may also be used for absences where the employee or family member is incapacitated or unable to perform the position's essential functions due to a chronic serious health condition even if treatment is not rendered by a health care provider. If an employee requests intermittent leave or leave resulting in a reduced work schedule, the Designator may require that the employee transfer temporarily to another position for which the employee is qualified and which better accommodates the employee's need for recurring leave periods. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent or reduced leave. This temporary position must have equivalent pay and benefits, but need not have equivalent duties. For information regarding benefits (e.g., insurance and longevity) not ordinarily provided to part-time employees that may not be eliminated, see Employee Benefits, Section 19.13.

An employee may not be transferred to an alternative position in an effort to discourage use of FMLA leave or otherwise work a hardship on the employee (e.g., a day-shift employee may not be reassigned to a later shift). When an employee who transferred to an alternative position is able to return to full-time work, he/she shall be placed in the same or equivalent position as the job he/she had when the leave commenced. He/she cannot be required to take more FMLA leave than the circumstance for the leave requires.

## **19.6 Time limitations regarding the designation of leave as FMLA leave**

In all circumstances, the Designator is responsible for designating leave, paid or unpaid, as FMLA-qualifying and to notify the employee of the designation. For intermittent leave or a reduced schedule, only one notice is required unless changes occur regarding the circumstances pertaining to the leave.

Unless there are extenuating circumstances, the Designator must notify the employee within two (2) business days of being notified of a need for FMLA leave.

The designation must be based only on information provided by the employee or the employee's spokesperson (e.g., if the employee is incapacitated, the employee's spouse, adult child, parent, doctor, etc.).

Designation of FMLA leave must be made before the leave starts unless there is insufficient information to make a determination. If the Designator has the requisite knowledge to designate FMLA leave at the time the employee gives notice or commences leave, fails to make the designation, and does not notify the employee, he/she may not designate FMLA leave retroactively. FMLA leave may be designated only prospectively as of the date the employee is notified. None of the absence prior to the notification may be counted against the employee's 12 work week entitlement.

Leave may not be designated as FMLA leave after the employee has returned to work with two (2) exceptions:

(1) If it was not known by the Designator that the employee was absent for an FMLA reason until he/she returned to work (e.g., brief absence of employee), the Designator may notify the employee within two (2) business days that the designation has been made retroactively. If leave was taken for an FMLA reason and has not been designated accordingly, the employee must notify the Designator within two (2) days of returning to work. Without such timely notification, the employee may not assert FMLA protections for the absence.

(2) If the Designator knows the reason for the leave but does not have confirmation or has not received requested certification, or is in the process of obtaining an additional medical opinion, he/she should make a preliminary designation and notify the employee at the time the leave begins or as soon as the reason is known. Upon receipt of the requisite information confirming the absence was for an FMLA reason, the preliminary designation becomes final. The designation is withdrawn if the medical certification(s) fail to confirm the absence was for an FMLA reason.

### **19.7 Designation of paid and unpaid leave toward the employee's twelve week leave entitlement**

The Designator of the institution is responsible for designating paid and unpaid leave as FMLA qualifying leave. The designation is contingent upon whether or not the employee has accumulated leave balances. An employee with no accumulated sick or annual leave balances must take his/her leave as unpaid. An employee who has an accumulated sick and annual leave balance must use this accumulated leave during a period of FMLA leave before going on leave without pay unless otherwise stipulated in other TBR leave policies. Therefore, TBR leave policies and the FMLA leave policy shall run

concurrently and not consecutively. For information regarding reinstatement rights, if additional leave is used beyond the 12 workweek FMLA entitlement, see Section 19.4.

If a worker's compensation injury/illness meets the criteria for a serious health condition, the worker's compensation absence and the FMLA leave entitlement shall also run concurrently.

Compensatory time is not a form of accrued leave. However, an employee may request to use compensatory time for an FMLA qualifying event. If it is used in accordance with regulations, 29 CFR 553.25, the absence which is paid with compensatory time may not be counted against the FMLA leave entitlement.

In any circumstance where the Designator does not have sufficient information about the reason for an employee's use of paid leave, he/she should make further inquiry of the employee or spokesperson to ascertain whether or not it is potentially FMLA-qualifying. See the Request for Family and Medical Leave Form, [Exhibit EB-15](#).

If there is a dispute as to whether or not paid leave qualifies as FMLA leave, it should be resolved through discussions between the employee and the designator. Such discussions and the decision must be documented.

Notification that paid leave has been designated as FMLA leave may be oral or written; however, oral notifications must be followed up in writing no later than the following payday. Exception: If the payday is less than one week after the oral notice, the written notification must be made by the subsequent payday. The written notice may be in any form, including a notation on the employee's pay stub.

If an employee requesting to use paid leave for an FMLA-qualifying purpose does not explain the reason for the leave, consistent with the institution's practice, and the request is denied, the employee must provide sufficient information establishing an FMLA-qualifying reason for the request to be approved. Employees using paid leave who seek an extension of unpaid leave for an FMLA-qualifying reason will need to state the reason. If this is due to an event which occurred during the period of paid leave, the leave used after the FMLA-qualifying event will be counted against the 12 workweek entitlement and will be paid/unpaid in accordance with the provisions of the appropriate leave policy.

An employee requesting unpaid FMLA leave must explain the reasons why the leave is needed in order that the Designator be able to determine leave eligibility under the provisions of the Act. If qualifying, this time can then be counted against the employees' twelve week leave entitlement in accordance with the provisions stated above.

## **19.8 How the FMLA work week is calculated**

### **A. Employees who do not take intermittent leave or work a reduced schedule**

**1.** Full-time employees who normally work 7.5 hours per day 5 days per week are entitled to the same FMLA leave for 12 work weeks. (Some full-time employees, such as boiler operators, may work more than 7.5 hours per day; their entitlement will be determined accordingly.)

**2.** Part-time employees receive FMLA leave on a pro rata or proportional basis. If an employee works 6 hours a day, 5 days per week, the employee is entitled to an equal amount of FMLA leave for 12 work weeks.

**B.** Employees who take intermittent leave or work a reduced schedule Only the amount of leave actually taken may be counted toward the 12 work weeks entitlement.

**1.** If a full-time employee normally works a 7.5 hour day and works 3.75 hour days under a reduced schedule, the employee would use  $\frac{1}{2}$  weeks of FMLA leave each week.

**2.** If an employee normally works a part-time schedule, the amount of leave is determined on a pro rata or proportional basis by comparing the new schedule with the employee's normal schedule. For example, if an employee normally works 30 hours per week and works only 20 hours per week under a reduced schedule, the employee's 10 hours of leave would be one-third of a week of FMLA leave for each week the employee worked the reduced schedule.

**3.** If an employer has made a permanent or long term change in the employee's schedule (for reasons other than FMLA), the hours worked under the new schedule would be used for calculating the employee's normal work week.

**4.** If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period would be used for calculating the employee's normal work week.

An employee may not use paid leave intermittently with unpaid leave during a continuous leave period to continue benefits (e.g., insurance premiums). For example, during a continuous leave period, an employee may not designate two weeks of paid leave, then two weeks of unpaid leave.

If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave does not count against the 12 weeks FMLA leave period. For example, sick leave used for a medical condition which is not a serious health condition (e.g., routine physical examination) does not count against the 12 weeks of FMLA leave entitlement.

## **19.9 Examples of how TBR leave is used for various FMLA qualifying events**

**A.** If an employee has sufficient sick leave balance, he/she may use sick leave for up to 30 working days under Adoptive Leave Policy ([Employee Benefits, Section 6](#)). The employee has the option, however, of retaining his/her sick and annual leave balances and using leave without pay.

**B.** A female employee requests four months of leave under the Maternity Leave Policy ([Employee Benefits, Section 5](#)). Since birth or care of a newborn child is also a FMLA qualifying event, the first twelve work weeks of the maternity leave shall be designated as FMLA leave. In accordance with the Maternity Leave Policy, sick leave may be used only for the period of the medical disability. The remaining balance of the FMLA leave may be taken as annual or unpaid leave.

After the twelve work week FMLA entitlement is completed, this employee is still eligible to take the difference remaining between four months of maternity leave and 12 work weeks of FMLA leave. However, the institution is under no obligation to provide health insurance benefits during this non-FMLA period, should the leave be without pay.

## **19.10 Employee Notification Requirements**

An employee giving notice of the need for FMLA does not need to express his rights under FMLA or even mention FMLA to fulfill his obligation to provide notice. However, he/she must provide sufficient information for the Designator to determine that leave is for an FMLA qualifying event.

When the need for FMLA leave is foreseeable, an employee must provide at least thirty days advance notice prior to the date the leave is to begin. In situations where thirty day notification is not possible, because the employee has no knowledge of the exact time when the leave will need to begin or because of a medical emergency, notice must be given as soon as practicable, normally within one or two business days of when the employee knows the date will be needed.

The employee should notify the supervisor of the need for leave and the anticipated timing and duration of the leave. The supervisor may request additional information to determine if the employee is requesting FMLA leave specifically and to obtain the necessary details of the leave being taken.

When accumulated sick and annual balances are to be applied toward the twelve workweek entitlement, the notification requirements in the institution's leave policies apply.

## **19.11 Employee Medical Certification Requirements**

**A.** Requesting medical certification

The Designator may require that an employee's request for unpaid FMLA leave be supported by certification from a health care provider. Any request for medical certification should be made at the time the employee requests leave or as close as possible to that date. If the leave was unforeseen, the certification should be requested as soon as possible after the leave has begun. If the Designator has reason to question the appropriateness of the leave or its duration, certification may be requested at a later date.

The requirement may be made verbally or in writing and must allow a minimum of fifteen calendar days for the employee to provide the certification. The employee must provide the certification within the requested time frame, unless it is not practicable to do so under the circumstances (such as an employee's personal serious health condition preventing his/her ability to obtain the necessary information in a timely manner.)

An employee on paid FMLA leave is required to provide medical certification only in accordance with the provisions of the appropriate leave policies.

The Designator's written notification to the employee that the leave may qualify as FMLA leave must include information regarding the medical certification requirement, as well as, the consequences for not providing medical certification. Subsequent medical certification may be requested orally.

#### **B. Allowable medical certification information**

The Designator may request only the following information from a health care provider certifying an employee's personal serious health condition or that of a son, daughter, or parent:

- 1.** Certification as to which part of the definition of "serious health condition", if any, applies to the patient's condition and how the medical facts support the criteria of the definition.
- 2.** A brief statement of the treatment regimen prescribed for the condition, including estimated number of visits, nature, frequency, and duration of treatment (including referral to or treatment by another HCP).
- 3.** The date the serious health condition began and the health care provider's medical judgment of the probable duration of the condition.
- 4.** Indication of whether or not intermittent leave or a reduced schedule will be required and the probable duration of the period.

For medical leave requested due to an employee's personal health condition, the certification, if required, must also include either a statement that the employee is unable to perform work of any kind, that

the employee is unable to perform essential job functions of the employee's position (based on a statement of essential functions of the employee's position which has been provided by the institution) or that the employee must be absent from work for treatment. ([See Exhibit EB-16.](#))

For family leave to care for a spouse, son, daughter, or parent with a serious health condition, the medical certification, if required, must also include a statement that the patient needs assistance for basic medical, hygiene, nutritional needs, safety, or transportation, or that the employee's presence would provide psychological comfort to assist in the patient's recovery. In these situations, the employee is required to indicate on the certification form the care that will be provided and an estimate of the duration.

### C. Requesting second and third opinions

Once an employee has submitted a complete medical certification document signed by the employee's or family member's HCP, the Designator may not request any additional information from that HCP unless the employee is on FMLA leave running concurrently with a worker's compensation absence. However, if the Designator has reason to question the validity of the medical certification, the employee may be required to obtain a second opinion from another HCP, at the institution's expense. This HCP cannot be employed by the institution on a regular basis. Neither can this individual be under any contract or agreement with the institution to provide second opinion services unless the employer is located in an area where access to health care is extremely limited.

If the opinions of the employee's and the Designator's HCP differ, Designator may obtain another certification from a third HCP at the institution's expense. This HCP must be one agreed upon by both parties and the third provider's opinion is considered final and binding. The third HCP must be designated or approved jointly by the employer and the employee. The employer and employee must act in good faith attempting to reach an agreement on the provider to be selected. If the employee fails to exercise good faith, the second HCP's opinion will prevail; if the Designator fails to exercise good faith, the opinion of the employee's HCP will prevail.

An employee or family member may be reimbursed for any reasonable "out of pocket" travel expenses incurred to obtain a second and/or third medical opinion. Travel outside normal commuting distances may not be required except in very unusual circumstances.

If a second and/or third opinion must be sought for an employer or family member traveling in another country, medical certification shall be accepted by an HCP who practices in that country.

#### **D. Requesting subsequent recertification of medical conditions**

The Designator may request recertification of a medical condition only in connection with an employee's absence. The intervals between these requests can be no less than thirty (30) days, except in situations where (1) the employee requests an extension of leave; (2) circumstances described in the original certification have changed significantly; or (3) the Designator has obtained information conflicting with the continuing validity of the certification. The employee must provide certification within 15 calendar days following the employer's request unless circumstances make it impractical to do so. Unless indicated otherwise by the Designator, recertification will be at the employee's expense.

#### **E. Consequences of an employee's failure to provide required medical certification**

In situations of foreseeable leave and a 30 days notice has been provided, if an employee fails to provide certification within the requested allowable time frame, he/she may experience a delay in the continuation of FMLA leave until certification is provided.

When the need for leave is unforeseeable, or in the case of recertification, an employee must provide certification within a reasonable period of time set by the Designator, which must allow at least 15 calendar days, based on the particular medical circumstances. For example, in an emergency situation, it may not be practical for an employee to provide the certification in the required period. In such instances, the employee may experience a delay in the continuation of FMLA leave. If medical certification is never provided, the leave is not FMLA leave.

#### **F. Requiring medical certification for reinstatement**

In situations where an employee is on FMLA leave due to a serious health condition preventing the performance of his/her job duties, the Designator may require, as a condition of the employee's restoration to a position, medical certification from an HCP that the employee is able to resume work. In order for this requirement to be permissible under FMLA guidelines, the Designator must have uniform policies or practices in place that are consistently applied for all employees taking leave under certain specific conditions. When the institution does have such policies, an employee requesting FMLA leave must be notified of the requirement for medical certification prior to job restoration, either before or immediately after the leave period begins.

When notification has been properly given and policies have been applied uniformly, the Designator may deny position restoration to an employee until medical certification is submitted.

## **19.12 Prohibition against interfering with employee rights**

Provisions of FMLA prohibit interference with an employee's rights to family and medical leave under the law. An employee cannot waive, nor may the institution induce the employee to waive his/her rights under FMLA. The essential job functions may not be changed in order to preclude the taking of leave. In addition, the number of working hours may not be reduced in order to adversely impact an employee's eligibility. The Designator should review existing policies and practices to ensure compliance.

## **19.13 Impact of FMLA Leave on Health Insurance and Other Benefits**

### **A. Insurance Coverage**

For the duration of FMLA leave, the institution is required to maintain an employee's health coverage under the State Group Insurance Plan under the same conditions coverage would have been provided if the employee had continued working. It is very important that the Designator communicate approval of FMLA leave to the insurance preparer.

The same health benefits provided to an employee prior to taking FMLA leave must be maintained during the FMLA leave. For example, if family coverage is provided to an employee, family coverage must be maintained during the FMLA leave. Moreover, an employee temporarily working a reduced schedule (for purposes of this section, less than 30 hours per week) during a period of FMLA leave is entitled to maintain the same insurance coverage's that were in effect prior to the FMLA leave period.

If an employer provides a new health plan or benefits or changes health benefits or plans while an employee is on FMLA leave, the employee is entitled to the new or changed plan/benefits to the same extent as if the employee were not on leave. For example, if an employer changes a group health plan so that dental care becomes covered under the plan, an employee on FMLA leave must be given the same opportunity as other employees to receive (or obtain) the dental care coverage.

Notice of any opportunity to change plans or benefits must also be given to an employee on FMLA leave. If the plan permits an employee to change from single to family coverage upon the birth of a child or otherwise add new family members, such a change in benefits must be made available while an employee is on FMLA leave. If the employee requests the changed coverage it must be provided by the employer.

The Designator is responsible for advising the employee of his/her options to continue or discontinue insurance coverage(s) prior to the beginning of the leave period. If the employee elects to continue insurance coverage(s), the Designator

must provide the employee with written notice of the terms and conditions under which premiums must be paid. ([See Exhibit EB-15.](#))

If coverage is not to be continued, the employee must contact the insurance preparer prior to the beginning of the leave. When an employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverage, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc. The employee must, however, request to reinstate coverage within thirty (30) days of his/her return to work to retain eligibility without being required to prove insurability or having the pre-existing conditions period imposed.

To ensure that an employee on unpaid FMLA leave is reinstated with the same benefits in effect prior to the leave period, the institution shall pay the employer as well as any employee portion of premiums which has not been remitted in accordance with the provisions on [Exhibit EB-15](#). Premiums paid on behalf of the employee will be deducted from the employee's paycheck following his/her return to work.

An employee is deemed to have returned to work if he/she has returned for 30 calendar days. An employee who retires immediately following FMLA leave or during the first 30 days after returning to work is also deemed to have returned to work. If the employee fails to return to work or does not stay 30 calendar days, the employer portion of the insurance premium paid during FMLA leave may be recovered except for the following reasons:

1. The continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under FMLA or
2. Other circumstances beyond the employee's control, such as an unexpected transfer of the employee's spouse to a job location more than 75 miles from the employee's worksite or the lay-off of the employee while on leave.

If the employee fails to return to work due to a serious health condition, the Designator may require medical certification of the employee's or the family member's serious health condition.

The employer portion of the health premium may not be recovered during workers' compensation leave designated as FMLA leave.

## **B. Longevity**

An employee on FMLA leave, paid or unpaid, shall receive longevity in accordance with the provisions of Longevity Policy ([Employee Benefits, Section 20](#)).

Note: The institution may not eliminate benefits which otherwise would not be provided to part-time employees. Therefore, an employee who has been temporarily transferred to a part-time position during a period of FMLA leave, retains eligibility for longevity pay, regardless of the percentage of employment.

### C. Leave Accrual

Employees shall accrue leave in accordance with the annual and sick leave policies. Due to the fact that leave is based on the number of hours worked per week, the accrual rate may be proportionately reduced.

## 19.14 Job Restoration Requirements

Upon returning from FMLA leave, an employee must be restored to his/her original position or to an equivalent position with equivalent benefits, pay, and other employment terms and conditions. This involves restoration to a position having the same or substantially similar duties and responsibilities and having substantially equivalent skill, effort, responsibility and authority. This applies only to employees returning from FMLA leave and may not apply to employees who used additional leave beyond the 12 workweek FMLA entitlement, as provided in other TTU leave policies.

An employee returning from FMLA leave is entitled to any general increases that all other institution employees have received during the period the employee was on leave. He/she is also entitled to shift or work schedule assignments equivalent to those in effect prior to the beginning of the leave period and to a work location assignment geographically close to the one where previously employed.

If an employee is no longer qualified for the position because of the employee's inability to attend a necessary course, renew a license, etc., as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work. If an employee can no longer perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition, the provisions of the Americans With Disabilities Act (ADA) regarding the need for other accommodations may apply. Such cases should be referred to the institution ADA coordinator. (See Employee Benefits, Section 19.15.)

If an employee should require more or less FMLA leave than was originally anticipated, he/she is required to provide the institution two business days notice where feasible. Regarding an employee who wants to return to work earlier than anticipated, he/she shall be restored once such notice is given, or where such notice is not feasible.

In situations where an employee notifies the Designator that he/she is not returning to work, the obligation to restore the employee to a position ends.

Should the employee indicate he/she is unable to return to work but continues to want to return, restoration requirements remain in effect.

Note: An employee has no greater right to job restoration with equivalent benefits and conditions of employment than he/she would have had if continuously employed. Thus, if a work location is closed, a shift eliminated, overall work hours for an entire unit reduced, or positions abolished through a reduction in force, the employee is only entitled to conditions that would have been in effect for the employee if the leave had never been taken.

For example, if an employee's shift is eliminated during the time period that leave was taken, the employee is not entitled to assignment to the previous shift's work hours or to shift differential pay when he/she returns from leave that other employees formerly on the shift no longer receive. However, the employee is entitled to employment in a position meeting all other previous employment conditions. (Also refer to Employee Benefits, Section 19.1.C.)

### **19.15 How FMLA Affects the Americans with Disabilities Act**

The Family and Medical Leave act is "not intended to modify or affect the Rehabilitation Act of 1973, as amended, the regulations concerning employment which have been promulgated pursuant to that statute, or the Americans with Disabilities Act of 1990, or the regulations under the Act." The leave provisions of the FMLA are totally distinct from the reasonable accommodation obligations required of employers covered under the ADA. Therefore, employees must be provided leave under whichever statutory provision provides the greater rights.

In the event that both FMLA and discrimination laws are violated, an employee may be able to recover under either or both statutes. However, double relief may not be awarded for the same loss. In such instances, the employee determines the avenue of relief.

In various situations, the FMLA and ADA will interact with respect to a qualified employee with a disability. The following scenario illustrates how the laws may interact.

A qualified individual with a disability who is also an "eligible employee" entitled to FMLA leave request 10 weeks of medical leave as a reasonable accommodation, which the employer grants because it is not an undue hardship. The employer advises the employee that the 10 weeks of leave is also being designated as FMLA leave and will count towards the employee's FMLA leave entitlement. This designation does not prevent the parties from also treating the leave as a reasonable accommodation and reinstating the employee into the same job, as required by the ADA, rather than an equivalent position under FMLA, if that is the greater right available to the employee. At the same time, the employee would be entitled under FMLA to have the employer maintain group health plan

coverage during the leave, as that requirement provides the greater right to the employee.

If the same employee needed to work part-time (a reduced leave schedule) after returning to his or her same job, this employee would be entitled under the ADA to reasonable accommodations to enable the employee to perform the essential functions of the part-time position. In addition, because the employee is working a part-time schedule as a reasonable accommodation, the employee would be shielded from FMLA's provision for temporary assignment to a different alternative position. Once the employee has exhausted his or her remaining FMLA leave entitlement while working the reduced (part-time) schedule, if the employee is a qualified individual with a disability, and if the employee is unable to return to the same full-time position at that time, the employee might continue to work part-time as a reasonable accommodation, barring undue hardship; the employee would then be entitled to only those employment benefits ordinarily provided by the employer to part-time employees.

### **19.16 Requirements for providing information on FMLA rights and responsibilities**

The Designator must post notices explaining FMLA provisions and providing information concerning procedures for filing complaints on violations of the Act with the Wage and Hour Division of the U.S. Department of Labor. These notices must be posted in conspicuous places where employees and applicants can easily access the information provided.

If the institution has an employee handbook or other document explaining employee benefits or leave rights, information regarding FMLA entitlement and employee obligations under the Act must be included. Efforts must be made to responsibly answer employees' questions regarding their rights and responsibilities under the FMLA.

Whenever an employee requests family or medical leave the Designator must provide information to the employee regarding his/her specific obligations and explaining the consequences of failure to meet these obligations. The following information should be included: (1) that the leave will be counted against the employee's FMLA leave entitlement; (2) any requirements for furnishing medical certification of a serious health condition and information regarding the consequences of not providing this information; (3) the employer's right to substitute paid leave in specific situations and conditions related to the substitution; (4) the requirement for the employee to make health insurance premium payments and procedures for making these payments; (5) any requirement to present medical certification as a condition of job restoration following the conclusion of the leave period; (6) the employee's right to job restoration upon return from leave; and (7) the employee's potential liability for the employer's portion of the health insurance premium payments should the employee fail to return to work after taking FMLA leave.

If the leave period has already begun, the Designator should send notification to the employee's address of record that FMLA leave has been designated. A written notice must be provided to the employee the first time FMLA is used during any six-month period. FMLA notices to sensory impaired employees must also comply with all applicable Federal and State law requirements. The institution may not penalize an employee for failure to comply with any FMLA provision if notice has not been given in accordance with the requirements of the Act.

### **19.17 Record-keeping requirements**

The Designator in each agency is responsible for maintaining required records for all employees using FMLA leave. Employers must keep records specified by these regulations for no less than three (3) years and make them available for copying, inspection and transcription by the Department of Labor upon request. In addition to basic payroll and employee data and policy documentation, the following records are required:

- A.** Dates FMLA leave is taken by each employee and clear designation of this time as FMLA leave.
- B.** Hours of leave taken, if the amount is less than one full day.
- C.** Copies of employee notices of FMLA leave sent to the Designator, if in writing, and copies of general and specific notices given to employees as required under FMLA guidelines.
- D.** Records of any dispute between the employee and the Designator regarding the designation of leave as FMLA leave.
- E.** Any work schedule agreed upon by the Designator and employee, in situations where intermittent leave or leave on a reduced work schedule has been approved.
- F.** Any records related to FMLA, including medical certification, recertification, and medical history documentation must be kept separately from other personnel information due to confidentiality.

## Family and Medical Leave Appendix

### 19.1

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

#### 19.1.1 Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

#### 19.1.2 Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment of period of incapacity relating to the same condition), that also involves:

**19.1.2.1** Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a healthcare provider; or

**19.1.2.2** Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

#### 19.1.3 Pregnancy

Any period of incapacity due to pregnancy or for prenatal care.

#### 19.1.4 Chronic Conditions Requiring Treatments

A chronic condition which:

**19.1.4.1** Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

**19.1.4.2** Continues over an extended period of time (including recurring episodes of a single underlying condition); and

**19.1.4.3** May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

### **19.1.5 Permanent/Long-term Conditions Requiring Supervision**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

### **19.1.6 Multiple Treatments (Non-Chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease dialysis).

# Longevity Pay

## 20.1 Introduction

The 89th General Assembly of the State of Tennessee adopted a longevity pay plan to reward State employees for extended service to the State. The plan became effective July 1, 1979 and was amended July 1, 1980 to include faculty members of the State's public higher education institutions, and was further amended on July 1, 1994 to include regular part-time employees who are scheduled to work 1600 or more hours (82.1 percent time) in a fiscal year. In addition, effective July 1, 1995, regular full-time employees with 36 months of full-time service became eligible to receive longevity credit for prior part-time service that is equivalent to not less than 5 years of full-time service. Its continuation each year is subject to positive action by the State Legislature.

## 20.2 Eligibility

Upon completion of 36 months of service, all regular full-time faculty, clerical and support staff, administrative/ professional employees, and MODIFY employees are eligible for longevity payments. In addition, all regular part-time employees who are scheduled to work 1600 or more hours (82.1 percent time) in a fiscal year and have 36 months of service are also eligible for longevity payments. (Refer to Employee Benefits, Section 20.4.2 for additional information regarding credit for part-time service.) The 36 months of qualifying service must be in an eligible status as defined below. For purposes of creditable service for longevity payments, the service base of employees in faculty, MODIFY, or eligible regular part-time appointments shall be considered to be a full 12 months.

## 20.3 Compensation

Eligible employees shall receive longevity pay at an established rate for each year of creditable service up to a maximum provided by statute. The rate per year of service is established annually by the Legislature. The longevity payment is included in the regular monthly payroll check that corresponds with the employee's longevity anniversary date. September 1 shall be the anniversary date for faculty and staff who completed fifteen years of service prior to July 1, 1984. Payments for these individuals will be made in the September payroll check. Other eligible faculty who have an August 1 anniversary date will receive their longevity pay in the July payroll check. (Faculty with less than fifteen (15) years of service as of July 1, 1984, who previously had a September 1 anniversary date have had their date adjusted to August 1 to reflect the change to semesters). All other employees who have greater than three years of creditable service shall receive their longevity pay in the month in which their longevity anniversary date occurs.

### **20.3.1 Longevity Overtime Bonus**

The method of paying overtime on longevity became effective with the coverage of non-exempt state employees by the Fair Labor Standards Act (workweek of April 15, 1986) and applies only to that portion of the employee's longevity work year after that date. The value of longevity pay is not included in the week-to-week calculation of regular hourly rate for overtime payment purposes. But when longevity pay is given, half the hourly equivalent rate of the longevity payment is due for all premium overtime hours earned during the prior year of service for which the longevity payment is made.

### **20.3.2 Deductions**

Longevity pay is subject to Federal Withholding Tax and Social Security Taxes. The gross dollar value of longevity pay is considered as covered salary for purposes of calculating retirement benefits.

## **20.4 Longevity Service Credit**

### **20.4.1 Adjusted Longevity Anniversary Date**

The adjusted longevity anniversary date shall be that date on which 36 months of creditable regular state service is completed. A longevity anniversary date is established for all faculty and staff who are eligible or potentially eligible to participate in the program. At the time of initial employment, the faculty or staff member's longevity anniversary date is established utilizing all periods of prior eligible service with the State or one of its agencies or an institution within the Tennessee Board of Regents or the University of Tennessee Systems. If the faculty or staff member does not indicate prior service, the longevity anniversary date is the same as the initial employment date.

### **20.4.2 Eligible Service**

The following types of service are considered eligible service when establishing an individual's adjusted longevity anniversary date:

- A.** All regular full-time service with the University of Tennessee, Tennessee Board of Regents or Tennessee Government to include agencies, offices, departments or other subdivisions of the Executive, Judicial or Legislative branches.
  
- B.** All regular part-time service in which the employee was scheduled to work 1600 or more hours in a fiscal year with any of the organizations listed above.

**C.** Effective July 1, 1995, all regular full-time service of 36 months and prior regular part-time service that is the equivalent of 5 years of regular full-time service with any of the organizations listed above. Credit for such prior part-time service is prospective only.

**D.** Eligible temporary service which immediately precedes the regular full-time service with any of the organizations listed in Employee Benefits, Section 20.4.2.A.

Effective July 1, 1995, eligible temporary service includes all part-time temporary service that is the equivalent of 5 years of full-time service which immediately precedes regular full-time service. Credit for eligible part-time service will be given when 36 months of regular full-time service has been rendered and will be prospective only.

**E.** Periods during which a faculty or staff member is in an approved paid leave status.

**F.** Periods during which a regular full-time faculty or staff member is working a temporarily reduced work schedule of not less than fifty percent of full-time and for a period not to exceed six months.

**G.** Periods during which the faculty or staff member is on leave of absence without pay and is receiving compensation from the State Board of Claims for an on-the-job injury or illness.

**H.** Any faculty or staff member otherwise eligible who is on military leave.

**I.** Periods during which a faculty or staff member is on an approved grant-in-aid.

**J.** Periods during terminal leave status.

**K.** Employees who have prior part-time service consisting of at least a 1600 hour annual schedule shall receive longevity credit for each month of such part-time service in which the employee was scheduled to work a full month and actually worked one-tenth of one hour more than half the schedule. This provision became effective July 1, 1987. Longevity benefits provided by this provision shall not be paid retroactively. In other words, the employee who changes status as described in this section shall receive credit for the time worked, but will not receive longevity payments for credited time until the next fiscal year. Eligible faculty and staff included in Employee Benefits, Sections 20.4.2.E, F or I shall receive their longevity payment as normally scheduled. Eligible faculty and staff covered by Employee Benefits, Sections 20.4.2.G or H shall receive their

longevity payments upon returning to an active payroll status with the institution.

**L.** Regular employees may receive longevity credit for adjunct faculty service if the following conditions apply:

**(1)** The employee's work schedule for the fiscal year consisted of the equivalent of 1600 or more hours. Effective July 1, 1999, equivalent hours shall be calculated for each semester/quarter and then added together to obtain the total equivalent hours for the fiscal year. (The following formula will be used to determine the equivalent hours: semester/quarter hours taught x 2.5 x number of weeks in semester/quarter=clock hours.)

Example: Employee taught 9.0 hours the second session of Summer 1997, 15.0 hours Fall Semester 1997, 15.0 hours Spring Semester 1998 and 6.0 hours the first session of Summer 1998.

Summer 1997	9 hrs	x	2.5	x	6 wks	=	135.0 hrs	
Fall 1997	15 hrs	x	2.5	x	17 wks	=	637.5 hrs	
Spring 1998	15 hrs	x	2.5	x	17 wks	=	637.5 hrs	
Summer 1998	6 hrs	x	2.5	x	6 wks	=	90.0 hrs	
Total								1500.0 hrs

Total hours for 1997-98 FY 1500.0. This employee's work schedule would not satisfy the 1600 or more hours criteria for the fiscal year.

**(2)** The adjunct faculty service immediately preceded eligible regular service.

Eligible employees covered by G and H shall receive longevity payment upon returning to an active payroll status within the institution.

**M.** Periods in which regular part-time employees work additional hours resulting in a fiscal year work schedule of 1,600 or more hours.

### 20.4.3 Ineligible Service

The following types of service are not considered as eligible service when establishing an individual's longevity anniversary date:

**A.** Part-time service (except as specified in Employee Benefits, Sections 20.4.2.K and L) or service as a student employee.

**B.** Temporary service unless such service is full- time and immediately precedes regular full-time service.

**C.** Service with elementary or secondary (K-12) public schools.

**D.** Periods during which a faculty or staff member is on leave of absence without pay except when the faculty or staff member is on an approved leave of absence without pay due to an on-the-job injury or illness and when the employee is receiving benefit payments from the state.

**E.** Services rendered in addition to the faculty or staff member's regular duties, including the services of faculty for teaching summer school, do not qualify as eligible service. Although such periods of service may immediately precede regular full-time service, they can not be counted as eligible service in establishing the employee's adjusted longevity anniversary date.

**EXCEPTION:** Such service is included only if it is combined with other regular or adjunct service in the same fiscal year to determine the employee's eligibility for an adjustment under Employee Benefits, Sections 20.4.2.K and L.

#### **20.4.4** Rehiring Previous Faculty and Staff

When employing individuals with prior state service, the faculty or staff member's adjusted longevity date will be established utilizing all eligible prior service. The adjusted longevity date will be used to initiate payments for current and subsequent fiscal years.

#### **20.4.5** Transfers

Employees who transfer from one State agency to another without a break in service are eligible for longevity compensation in accordance with their adjusted anniversary month.

### **20.5** Changes in Employment Status

**20.5.1** Employees who change from regular full-time or eligible part-time positions to regular part-time service of less than 1600 hours in a fiscal year and are in the regular part-time status of less than 1600 hours at the time of their longevity anniversary date will not be eligible for longevity payments.

**20.5.2** Eligible faculty and staff on an academic year pay base changing to a fiscal year pay base shall be eligible to continue receiving longevity payments and shall receive no change in service credit as a result of the transfer.

**20.5.3** Eligible faculty and staff on a fiscal year pay base changing to an academic year pay base shall be eligible to continue receiving longevity payments and shall receive no change in service credit as a result of the transfer.

**20.5.4** Employees who change from regular part-time service of less than 1600 hours in a fiscal year, temporary or student status to regular full-time status or eligible regular part-time status, become eligible to participate in the longevity pay plan.

## **20.6 Faculty**

**20.6.1** Eligible faculty (other than those who completed 15 years of service prior to July 1, 1984) whose anniversary date is the beginning of the academic year shall receive longevity pay in the last month of the contract period (July).

**20.6.2** Eligible faculty members (other than those who completed 15 years of service prior to July 1, 1984) whose anniversary date is other than the beginning of the academic year shall receive their longevity pay in the monthly paycheck which covers their anniversary date.

## **20.7 Leave of Absence**

All employees who are on leave of absence without pay are entitled to longevity payment on their adjusted longevity anniversary date upon return from said unpaid leave.

## **20.8 Termination of Employment**

The following longevity pay regulations apply to persons who terminate their employment for any reason other than retirement.

**20.8.1** If a terminating employee has completed an additional year of creditable service for longevity payment purposes, then the longevity payment shall be made. However, no pro-rata payment will be made for a partial year's service.

**20.8.2** Terminating faculty whose anniversary date is the beginning of the academic year and who are otherwise eligible, shall receive their longevity payment in the final month's payroll for the year's service provided that the entire academic year was served.

## **20.9 Retirement**

Eligible retiring employees may receive their longevity pay if the longevity anniversary date occurs during their terminal leave period. All retiring employees are eligible for longevity pay following the completion of one year of creditable

service. Faculty who retire after completing their responsibilities for the academic year are eligible for longevity pay in the final payroll for the academic year.

Due to the cost-of-living adjustment for retirement purposes, a 12-month employee with his/her longevity anniversary date as July 1, who plans to retire prior to June 30 must be in active pay status on June 29 in order to be eligible for longevity pay.

### **20.10 Exceptions**

Exceptions to the provisions of these regulations may be recommended by the President for the Chancellor's approval.

## **Transfer of Sick Leave Between Employees**

In accordance with Chapter 755, Public Acts of 1994, which became effective April 12, 1994, this policy establishes guidelines and procedures for transferring sick leave to members of the Sick Leave Bank who experience a continuing disability due to illness or injury.

### **21.1 Eligibility Criteria for Receiving Sick Leave**

In order to receive sick leave donated by another employee, all of the following criteria must be met. The recipient must (1) be a current member of the institution's sick leave bank, (2) have used all accumulated sick leave, annual leave, compensatory time, and made application through the Sick Leave Bank(s) for each separate illness or recurring diagnosed illness or accident, (3) have a continuing disability resulting from personal illness or injury and be unable to work, and (4) not be receiving any other form of compensation including social security disability benefits, long term disability benefits, Division of Claims Administration benefits, or compensation through the State Retirement Plan or Sick Leave Bank.

Before an employee is eligible to receive donated leave, his or her physician must provide current certification that the employee has a disability resulting from personal illness or injury and is unable to work. Upon receipt of such medical certification, the employee is eligible to receive up to 20 consecutive days of leave for which he/she would otherwise be without pay, including holidays. Eligibility for additional increments of 20 working days may be based on current medical certification of the continuing disability. The maximum amount that may be transferred to an employee is limited to 90 days for which the employee would otherwise not be paid as stated above. Transfer of sick leave to an employee may not be denied if all eligibility criteria are met.

For regular full-time employees receiving transferred leave, a "day" is defined as 7.5 hours for employees on a 37.5-hour workweek schedule and 8 hours for employees on a 40-hour workweek schedule. Regular part-time employees shall receive sick leave on a prorated basis equal to the percentage of their employment to full-time employment. Recipients shall continue to accrue leave and service in accordance with the provisions of the appropriate policies and guidelines.

### **21.2 Criteria for Donating Leave**

A donating employee is not required to be a member of the Sick Leave Bank. If the institution has both Faculty and Staff Sick Leave Banks, employees may donate to members of both banks of the home institution. No transfers may be made beyond the home institution.

In order to donate sick leave to a member of the Sick Leave Bank, an employee must have a current minimum balance of 20 sick leave days, based on his/her accrual rate. (Example: 20 x 7.5 hours accrual rate = 150.0 hours.) In addition, the donor must agree to donate a minimum of 5 days of accrued leave. However, in the event the donor's percentage of employment exceeds that of the recipient, the minimum donation will be based on the recipient's accrual rate. Regular part-time employees will donate leave equal to their accrual rate. (Example: 10 x 3.75 hours accrual rate = 37.5 hours.) The maximum amount of sick leave which an employee may donate during his/her employment at the home institution is the equivalent of 90 accrued days.

An employee may donate more than one time to a single individual. However, the employee may not donate more than one-half of his/her leave balance in effect at the time of the initial transfer. For example, an employee with a leave balance of 200 hours may donate 100 hours to a sick leave bank member. If the recipient only used 75 hours during the first occurrence, the donor could only give that same recipient a total of 25 hours at a later date.

### **21.3 Procedural Guidelines**

In order to facilitate sick leave transfer between employees, the following procedures should be followed:

**21.3.1** The donating employee (donor) must complete a form ([see Exhibit EB-17](#)) stating the name of the recipient and the amount of leave being donated. This form must be signed and witnessed by two employees of the institution. Upon completion, the donor should send the form to the Human Resource Services Office.

**21.3.2** Following verification that (1) the recipient is a member of the Sick Leave Bank, (2) the donating employee has sufficient sick leave to cover the donation, and (3) the amount does not exceed one-half the donor's current balance, the form will be approved by the appropriate official. A copy of the form will be placed in both the donor and recipient's personnel files, and the original will be retained by the office responsible for processing leave.

**21.3.3** Donor forms will be date and time stamped in the order received. This will determine the order in which sick leave will be deducted from the donors' sick leave balances where there are multiple donors for a single individual.

**21.3.4** The recipient's department will be notified of the amount of leave that has been donated.

**21.3.5** Before the initial transfer of leave is completed, the office processing leave will verify that the recipient has provided current certification from his/her health care provider that he/she continues to be unable to work. A current medical form

may be required prior to the transfer of sick leave for every subsequent 20 days of donated leave.

**21.3.6** At the time of transfer, adjustment forms will be completed by the appropriate office. Prior to deducting leave from a donor, this office will verify that the donor has sufficient leave to cover the amount originally donated and also maintain the required balance. If less than the required amount is available, the leave donation is voided.

**21.3.7** Payment of the donated leave will be based on the recipient's established rate of pay. However, this rate may be changed due to any pay increases which occur during period of donated leave.

**21.3.8** Only the amount of leave which has been projected as necessary to cover each pay period will be transferred at any given time. If an employee has donated 10 days and only 4 days are required for the current pay period, only 4 days will be deducted during this pay period. If the disability continues into the next pay period, the remaining days will be deducted at the appropriate time.

**NOTE:** Sick leave may not be transferred retroactively beyond one pay period. For example, if no one has agreed to donate leave to an employee who has exhausted all of his/her Sick Leave Bank entitlements and has been placed on an approved leave of absence without pay, another employee may later donate sick leave to this employee. Retroactive payment for the value of this leave may not be extended beyond one pay period.

**21.3.9** Donated sick leave which has not been used by the recipient will be transferred to the Sick Leave Bank.

**21.3.10** If the donor terminates employment, retires, transfers to another institution or State agency, dies, or has an insufficient leave balance to meet the eligibility criteria, all responsibility to donate this leave is voided.

## **21.4**

The decision to donate sick leave to another individual should be a choice made freely by each employee. Any person attempting to unduly influence another employee to donate leave shall be subject to disciplinary action, and any prior agreement made to donate leave under these conditions shall be voided.

## **Disaster Relief Service Leave**

In accordance with TCA 8-50-810, a regular employee who is a certified disaster service volunteer of the American Red Cross may be granted leave with pay for up to fifteen (15) work days each calendar year to participate in specialized disaster relief services for the American Red Cross. The request for the employee's services must come from the American Red Cross and is subject to approval by the employee's supervisor. The institution may require the employee to provide verification of service following the disaster period.

Employees who are currently certified as disaster relief volunteers must register with the Human Resource Services Office immediately. New employees who are certified with the American Red Cross at the time of hire must register with the Human Resource Services Office during the orientation process. Employees who become certified after employment must register with the Human Resource Services Office within 30 days of certification.

## **Faculty Sick Leave Bank**

### **24.1 Introduction**

In accordance with amended TCA, Section 8-50-925, a Faculty Sick Leave Bank was established August 1, 1984 to provide additional sick leave to members who due to serious illness or injury have exhausted all of their personal sick leave and annual leave, if applicable, in accordance with TBR and University leave policies. The establishment of the sick leave bank required a minimum of 20 eligible employees who agreed to be assessed a specified number of accrued sick leave hours to a common pool and approval by the University President.

### **24.2 Eligibility**

Participation in the sick leave bank is available to regular full-time and regular part-time employees who hold faculty rank. To enroll an employee must have enough accumulated leave for the initial assessment. Employees with pre-existing illnesses are eligible for enrollment, but their participation will be restricted to a maximum number of hours that can be withdrawn due to a reoccurrence or a pre-existing condition.

Employees previously enrolled in the Non-Faculty Sick Leave Bank who are appointed to faculty positions with no breaks in service shall be eligible immediately for membership in the Faculty Sick Leave Bank with no additional assessment and waiting period required. In addition, members who are terminated and rehired with a break in service shall be entitled to transfer membership in accordance with the provisions for accruing leave and longevity credit. A faculty member who transfers with no break in service from another TBR, University of Tennessee institution or state agency and participated in the previous employer's sick leave bank is immediately eligible for membership in accordance with the receiving institution's sick leave bank by-laws. If membership is requested at the time of transfer, the faculty member shall designate the required minimum assessment.

Prior assessments will be transferred to the Faculty Sick Leave Bank when the change in classification becomes effective. Employees who are unable to meet the additional assessments charged by the Faculty Sick Leave Bank since its establishment, shall lose the right to request bank sick leave, in accordance with Employee Benefits, Section 24.4.7. All records regarding prior usage of bank sick leave will be made available to the Faculty Sick Leave Bank trustees.

### **24.3 Administration**

The President appoints five trustees to administer the sick leave bank plan according to the plan of operation.

#### **24.3.1 Trustees**

The five trustees must consist of a minimum of three faculty who devote a majority of their time to classroom instruction. The remaining trustees may be members of the administrative staff.

**A.** Initial appointments were as follows: two trustees served for one year, two trustees for two years, and one trustee for three years. Thereafter, all appointments are for three years. Current trustees are eligible for reappointment. Any vacancy resulting from expiration of a term, discontinuation of employment, retirement, death, resignation, or removal by the President of a trustee from the trustee role shall be filled immediately by appointment by the President. A chairperson shall be elected by the trustees. Upon expiration of the chairperson's term as trustee, an election will be held to elect a new chairperson. A chairperson may be reelected.

**B.** The trustees shall approve or reject requests for withdrawal of leave from the bank. They shall adopt reasonable rules for assessment of sick leave hours in order to maintain an adequate reserve of sick leave hours for bank members. The reserve shall only be established through the assessment of bank membership and shall maintain a positive balance at all times. The assessment shall be based upon a total membership and projected membership potential need. All members shall be assessed the same amount of sick leave hours. The trustees shall have sole discretion in determining how many assessments are necessary to maintain the reserve's positive balance.

All action by the trustees requires three (3) affirmative votes for approval.

### **24.4 Sick Leave Bank Plan**

The plan of operation includes the following provisions:

**24.4.1** An employee must have been a member of the bank for thirty (30) calendar days prior to applying for withdrawal of bank sick leave. The bank member's supervisor shall be informed of any request for bank leave prior to approval by the trustees. A physician's statement must accompany the request and must include the following information:

**A.** Nature and cause of the disability

- B.** The expected duration
- C.** Prognosis as to ability to return to work
- D.** When first treated; is this a recurring disability.

Refusal to submit the physician's statement will result in denial of the request for bank sick leave.

**24.4.2** A bank member's sick leave and annual leave, if applicable, must be exhausted prior to receiving bank sick leave.

**24.4.3** Bank sick leave shall not be used for:

- A.** Elective surgery
- B.** Worker's compensation claims
- C.** Illness or death of any member of the individual's family
- D.** A period during when the individual is receiving disability benefits from social security or a state-sponsored retirement or disability plan.

Approved bank sick leave will run concurrently with FMLA leave for an eligible employee who has not already exhausted the 12 work week entitlement.

**24.4.4** A restriction will be established on the number of hours that may be withdrawn by an individual bank member on account of one (1) illness, particularly an illness known at the time he or she elected to join the bank. Initial grants of bank sick leave to individual bank members shall not exceed the hourly equivalent of twenty (20) consecutive days for which the applicant would have otherwise lost pay. Subsequent grants of bank sick leave shall not exceed the hourly equivalent of sixty (60) days in any fiscal year, or ninety (90) days for any one illness, or recurring diagnosed illness, or accident.

A bank member may be eligible to receive sick leave which has been donated by other employees if he/she has made application for bank sick leave and the necessity for bank leave is substantiated by the trustees. Should bank leave be denied, the bank member shall be eligible to receive donations from other employees.

**24.4.5** When a bank member is physically or mentally unable to apply for bank sick leave, the immediate next-of-kin may make a request for bank sick leave on his or her behalf. If there is no next-of-kin available, this request may be made by

the legally appointed guardian or conservator or an individual acting under valid power of attorney.

**24.4.6** Grants of bank sick leave shall not be contingent upon repayment of hours used or waiver of other employment benefits or rights.

**24.4.7** A bank member shall lose the right to request bank sick leave upon termination of employment, retirement, cancellation of bank membership, refusal to submit a physician's statement, refusal to honor the trustees' assessment, and upon going on a leave of absence in a non-pay status for reasons other than illness, injury or disability. A bank member's inability to honor the trustees' assessment will result in temporary loss of the right to withdraw bank sick leave. This right will be restored upon transfer of the individual's personal sick leave assessment to the sick leave bank.

**24.4.8** A bank member may cancel his or her membership at any time during the year upon written notification to the trustees.

**24.4.9** Assessed sick leave is non-refundable upon cancellation of membership and non-transferable upon transfer to another TBR institution, technology center, UT institution or state agency.

**24.4.10** Employees who are granted bank sick leave shall continue to accrue sick leave and annual leave, if applicable, and service credit for retirement and longevity purposes, during the time they are on bank sick leave. Also, they will receive credit for any holidays that may occur during the bank sick leave period.

**24.4.11** The trustees shall approve or reject all requests for bank sick leave within ten (10) calendar days of receipt of the request.

**24.4.12** The operation of the faculty sick leave bank shall exist separately from the regular sick leave accrued to individuals' personal accounts with respect to approvals and appeals. The decisions of the trustees shall not be appealable beyond that body.

**24.4.13** All official forms and records pertaining to the sick leave bank and formal minutes of the trustees' meetings will be maintained in the Human Resource Services Office. All records shall be subject to audit by appropriate state officials.

**24.4.14** The initial enrollment period began with notification to employees of the bank's establishment. This enrollment period lasted forty-five (45) calendar days. Subsequent annual enrollment periods will be during the month of October. Enrollment forms and guidelines will be made available to eligible employees along with notification of the bank's establishment.

**24.4.15** The effective date of the bank was August 1, 1984.

**24.4.16** All eligible employees who elect to join the bank shall be assessed a number of sick leave hours equivalent to two (2) days as the initial enrollment assessment. The assessment of sick leave shall be deducted from the individual's personal accumulated sick leave.

**24.4.17** Subsequent assessments will be made in order to maintain a minimum balance in the bank's reserves. This minimum balance is set at forty (40) days and is subject to modification by the trustees. The amount of subsequent assessments will depend upon the balance in the bank's reserves and the number of members. However, a maximum of three (3) days will be assessed for any one assessment.

**24.4.18** Upon cancellation of membership, a former member must meet the initial assessment in order to rejoin the bank and may rejoin only during the annual enrollment period.

**24.4.19** A restriction on pre-existing illnesses limits the number of hours that may be withdrawn for a particular pre-existing condition to the equivalent of thirty (30) days during any fiscal year or forty-five (45) days for any one pre-existing condition.

**24.4.20** The following official forms will be used to operate the sick leave bank:

- A. Official Sick Leave Bank Election Form (Petition)
- B. Enrollment Form
- C. Request for Bank Sick Leave
- D. Notice to Sick Leave Bank Member of Assessment of Sick Leave Days

## **24.5 Amendments**

Amendments to these guidelines may be made by an affirmative vote of three trustees and approval by the President.

## **24.6 Dissolution of the Bank**

The sick leave bank shall be dissolved if the institution is closed or if the bank membership falls below twenty (20) individuals. Upon dissolution for insufficient membership, the total hours on deposit shall be returned to participating members at the time of the dissolution and credited to their personal sick leave accumulation in proportion to the number of hours each has been assessed individually.

# Non-Faculty Sick Leave Bank

## 25.1 Introduction

In accordance with amended TCA, Section 8-50-112, a Non-Faculty Sick Leave Bank was established April 1, 1989 to provide additional sick leave to members who due to serious illness or injury have exhausted all of their personal sick leave and annual leave, if applicable, in accordance with TBR and University leave policies. The establishment of the sick leave bank required a minimum of 20 eligible employees who agreed to be assessed a specified number of accrued sick leave hours to a common pool and approval by the University President.

## 25.2 Eligibility

Participation in the sick leave bank is available to regular full-time and regular part-time clerical and support and administrative employees. To enroll an employee must have enough accumulated leave for the initial assessment. Employees with pre-existing illnesses are eligible for enrollment, but their participation will be restricted to a maximum number of hours that can be withdrawn due to a reoccurrence or a pre-existing condition.

Employees previously enrolled in the Faculty Sick Leave Bank who are appointed to non-faculty positions with no break in service shall be eligible immediately for membership in the Non-Faculty Sick Leave Bank with no additional assessment and waiting period required. In addition, members who are terminated and rehired with a break in service shall be entitled to transfer membership in accordance with the provisions for accruing leave and longevity credit. An employee who transfers with no break in service from another TBR, University of Tennessee institution or state agency and participated in the previous employer's sick leave bank is immediately eligible for membership in accordance with the receiving institution's sick leave bank by-laws. If membership is requested at the time of the transfer, the employee shall designate the required minimum assessment.

Prior assessments will be transferred to the Non-Faculty Sick Leave Bank when the change in classification becomes effective. All records regarding prior usage of bank sick leave will be made available to the Non-Faculty Sick Leave Bank trustees. Employees who are unable to meet additional assessments charged by the Non-Faculty Sick Leave Bank since its establishment shall lose the right to request bank sick leave in accordance with Employee Benefits, Section 25.4.7.

## **25.3 Administration**

The President appoints five trustees to administer the sick leave bank plan according to the plan of operation.

### **25.3.1 Trustees**

The five trustees must consist of a minimum of three clerical and support employees. The remaining trustees may be members of the administrative staff.

**A.** Initial appointments were as follows: two trustees served for one year, two trustees for two years, and one trustee for three years. Thereafter, all appointments are for three years. Current trustees are eligible for reappointment. Any vacancy resulting from expiration of a term, discontinuation of employment, retirement, death, resignation, or removal by the President of a trustee from the trustee role shall be filled immediately by appointment by the President. A chairperson shall be elected by the trustees. Upon expiration of the chairperson's term as trustee, an election will be held to elect a new chairperson. A chairperson may be reelected.

**B.** The trustees shall approve or reject requests for withdrawal of leave from the bank. They shall adopt reasonable rules for assessment of sick leave hours in order to maintain an adequate reserve of sick leave hours for bank members. The reserve shall only be established through the assessment of bank membership and shall maintain a positive balance at all times. All members shall be assessed the same amount of sick leave hours. The trustees shall have sole discretion in determining how many assessments are necessary to maintain the reserve's positive balance.

All action by the trustees requires three (3) affirmative votes for approval.

## **25.4 Sick Leave Bank Plan**

The plan of operation includes the following provisions:

**25.4.1** An employee must have been a member of the bank for thirty (30) calendar days prior to applying for withdrawal of bank sick leave. Additionally, a bank member must first have his or her supervisor's approval for sick leave before the request for bank leave can be submitted to the trustees. A physician's statement must accompany the request and must include the following information:

- A.** Nature and cause of the disability
- B.** The expected duration

**C.** Prognosis as to ability to return to work

**D.** When first treated; is this a recurring disability.

Refusal to submit the physician's statement will result in denial of the request for bank sick leave.

**25.4.2** A bank member's sick leave and annual leave, if applicable, must be exhausted prior to receiving bank sick leave.

**25.4.3** Bank sick leave shall not be used for:

**A.** Elective surgery

**B.** Worker's compensation claims

**C.** Illness or death or any member of the individual's family

**D.** A period during when the individual is receiving disability benefits from social security or a state-sponsored retirement or disability plan.

Approved bank sick leave will run concurrently with FMLA leave for an eligible employee who has not already exhausted the 12 work week entitlement.

**25.4.4** Initial grants of bank sick leave to individual bank members shall not exceed the hourly equivalent of twenty (20) consecutive days. Subsequent grants of bank sick leave shall not exceed the hourly equivalent of sixty (60) days in any fiscal year. The maximum number of bank sick leave hours a member may receive for any one illness, recurring diagnosed illness, or accident is the hourly equivalent of ninety (90) days.

A bank member may be eligible to receive sick leave which has been donated by other employees if he/she has made application for bank sick leave and the necessity for bank leave is substantiated by the trustees. Should bank leave be denied, the bank member shall be eligible to receive donations from other employees.

**25.4.5** When a bank member is physically or mentally unable to apply for bank sick leave, the immediate next-of-kin may make a request for bank sick leave on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian or conservator or an individual acting under valid power of attorney.

**25.4.6** Grants of bank sick leave shall not be contingent upon repayment of hours used or waiver of other employment benefits or rights.

**25.4.7** A bank member shall lose the right to request bank sick leave upon termination of employment, retirement, cancellation of bank membership, refusal to submit a physician's statement, refusal to honor the trustees' assessment, and upon going on a leave of absence in a non-pay status for reasons other than illness, injury or disability. A bank member's inability to honor the trustees' assessment will result in temporary loss of the right to withdraw bank sick leave. This right will be restored upon transfer of the individual's personal sick leave assessment to the sick leave bank.

**25.4.8** A bank member may cancel his or her membership at any time during the year upon written notification to the trustees.

**25.4.9** Assessed sick leave is non-refundable upon cancellation of membership and non-transferable upon transfer to another TBR institution or area school.

**25.4.10** Employees who are granted bank sick leave shall continue to accrue sick leave and annual leave, if applicable, and service credit for retirement and longevity purposes, during the time they are on bank sick leave. Also, they will receive credit for any holidays that may occur during the bank sick leave period.

**25.4.11** The trustees shall approve or reject all requests for bank sick leave within ten (10) calendar days of receipt of the request.

**25.4.12** The operation of the non-faculty sick leave bank shall exist separately from the regular sick leave accrued to individuals' personal accounts with respect to approvals and appeals. The decisions of the trustees shall not be appealable beyond the trustees in compliance with TBR guidelines on non-faculty sick leave bank.

**25.4.13** All official forms and records pertaining to the sick leave bank and formal minutes of the trustees' meetings will be maintained in the Human Resource Services Office. All records shall be subject to audit by appropriate state officials.

**25.4.14** The initial enrollment period began with notification to employees of the bank's establishment. This enrollment period lasted forty-five (45) calendar days. Subsequent annual enrollment periods will be during the month of October. Enrollment forms and guidelines will be made available to eligible employees along with notification of the bank's establishment.

**25.4.15** The effective date of the bank was April 1, 1989.

**25.4.16** All eligible employees who elect to join the bank shall be assessed a number of sick leave hours equivalent to two (2) days as the initial enrollment assessment. The assessment of sick leave shall be deducted from the individual's personal accumulated sick leave.

**25.4.17** Subsequent assessments will be made in order to maintain a minimum balance in the bank's reserves. This minimum balance is set at forty (40) days and is subject to modification by the trustees. The amount of subsequent assessments will depend upon the balance in the bank's reserves and the number of members. However, a maximum of three (3) days will be assessed for any one assessment.

**25.4.18** Upon cancellation of membership, a former member must meet the initial assessment in order to rejoin the bank and may rejoin only during the annual enrollment period.

**25.4.19** A restriction on pre-existing illnesses limits the number of hours that may be withdrawn for a particular pre-existing condition to the equivalent of thirty (30) days during any fiscal year or forty-five (45) days for any one pre-existing condition.

**25.4.20** The following official forms will be used to operate the sick leave bank:

- A. Official Sick Leave Bank Election Form (Petition)
- B. Enrollment Form
- C. Request for Bank Sick Leave
- D. Notice to Sick Leave Bank Member of Assessment of Sick Leave Days

## **25.5 Amendments**

Amendments to these guidelines may be made by an affirmative vote of three trustees and approval by the President.

## **25.6 Dissolution of the Bank**

The sick leave bank shall be dissolved if the institution is closed or if the bank membership falls below twenty (20) individuals. Upon dissolution for insufficient membership, the total hours on deposit shall be returned to participating members at the time of the dissolution and credited to their personal sick leave accumulation in proportion to the number of hours each has been assessed individually.

## **Exhibits**

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