

I. POLICY

The college will provide short-term or full-time military leave to employees who are serving in the armed forces or other service in the uniformed services, as appropriate and in compliance with federal and state law and mandates.

II. REFERENCES

- A. Uniformed Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4301–4335.
- B. Reserve Member of Armed Forces–Leave of Absence From Employment–Liability of Employers, Utah Code Ann. § 39-1-36.
- C. Governmental Employees in Military Service, Utah Code Ann. §§ 39-3-1–2.
- D. Employee Benefits, Utah State Bd. of Regents r. 821.

III. DEFINITIONS

See [Human Resources Definitions](#).

IV. PROCEDURES

- A. Employees are required to give advance written or verbal notice to their supervisor and Human Resources of an absence for military leave unless the military prevents it or it is otherwise impossible or unreasonable.

1. Short-Term Military Leave

- a. Full-time employees who are members of any reserve branch of the United States Armed Forces are entitled to a leave of absence with full pay, not to exceed a total of 15 working days per fiscal year, for active duty training.
- b. Employees must be placed on military orders for the training and must provide copies of the orders through the supervisor to the Human Resources leave coordinator as soon as the employee receives the orders and before the date of training.

2. Full-Time Military Leave

- a. College employees who are drafted, volunteer for, or are called into active service will be granted a leave without pay for the duration of full-time military duty, not to exceed five years, plus up to an extra ninety days for reinstatement of employment.
- b. The ninety-day reinstatement period may be extended up to two years if an individual is hospitalized or convalescing from an injury caused by active duty.
- c. Full-time, regular employees returning to work on or before the expiration of military leave and having completed their active duty service shall receive prompt reinstatement without undue delays.
 - (1) The employee will be entitled to the same or similar position and pay rate, as was held before active military duty.
 - (2) SLCC will pay the employee a salary which includes average increases received by other persons in similar positions during the leave.
 - (3) The employee shall also be entitled to the sick and vacation leave accrued to their credit at the time the military leave began.
 - (4) SLCC will restore the employee as if the employee had been in the continuous employment of the college during active military duty with no loss of promotions, length of service, or other position attributes that would have occurred had the employee remained.
- d. Tenure-track faculty entering active military duty will have the tenure clock stopped with no penalty for the period of absence.
- e. Upon reinstatement, federal law protects a returning employee from being discharged except for cause for:
 - (1) a period of six months if the military service was between 30 days and 181 days; and
 - (2) one year if the military service was more than 180 days.
- f. The Reduction In Force, Payment in Lieu of Notice, and Bona Fide Financial Exigency Policy applies to college employees, including individuals involved in military service.

- g. SLCC will provide reasonable accommodations to employees returning from active duty with service-connected disabilities.
- h. If with reasonable accommodations an employee is still unable to perform the essential function of a position, SLCC will place the employee in an equivalent position in terms of seniority, status, and pay, for which the employee is qualified.
- i. If no such position is available, SLCC shall place the employee in the nearest approximate position.

B. Insurance

1. The college will continue medical, dental, and life insurance benefits at the same level as the time of the call to active military service for 30 days beyond the date the employee begins active military duty.
2. To extend salary during these 30 days, the employee may use short-term military leave or accrued vacation or both.
3. Beyond these 30 days, SLCC will treat other basic employee benefits as any other employee taking a leave of absence without pay.
4. Employees may continue health insurance benefits by paying the premiums for such benefits under the COBRA continuation provisions.
5. Upon re-employment, SLCC will waive the pre-existing conditions clause for medical problems incurred while on active military duty.

C. Retirement

1. The college will give retirement benefit accruals for the period of military leave to employees enrolled in a college retirement plan and whose employment is interrupted by active military service.
2. The college will pay retirement premiums for employees called to active duty for a cumulative period not to exceed five years and up to an extra 90 days for reinstatement of employment.
3. The college will pay premiums at the approved rate, and based upon the employee's compensation at the time of entry into active military service.

4. The individual must return to employment at the college upon receiving an honorable discharge from military service to qualify for state retirement plan accruals and may be required to validate the discharge by presenting federal DD Form 214 from the armed services.

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The originator of this policy & procedure is Human Resources. Questions regarding this policy may be directed to the originator by calling 801-957-4210.