

LEAVE-MILITARY (SUPPLEMENTAL SALARY & BENEFITS)	POLICY	
	Document Number:	AS-HR-PL-3322
	Version Number:	01

1.0 Purpose:

To describe the process for providing supplemental benefits to employees called to active duty as a result of terrorist activities or impending or actual armed conflict.

2.0 Scope:

This policy applies to all VTA employees, work units, departments, divisions, and work sites.

3.0 Responsibilities:

- 3.1 When an employee is called to active duty, the employee shall provide his/her supervisor copies of “orders to report” and a completed Military Leave Supplemental Salary and Health Benefits Acknowledgement and Agreement, which details the employee’s rights and obligations regarding these supplemental benefits.
- 3.2 The supervisor shall provide copies of these documents to the designated departmental coordinator (if any), the timekeeper, Payroll, and Employee Services (Benefits). The originals of these forms shall be forwarded to Employee Services (Personnel Services) for filing in the employee’s personnel file.
- 3.3 The timekeeper shall code the employee’s time off consistent with current practice during the legally mandated period.
- 3.4 During the supplemental salary and benefits period, VTA shall continue to provide a biweekly check in an amount equal to base salary (excluding overtime and differentials), less military pay. The military pay shall be estimated, based on available information until the employee provides copies of check stubs.
- 3.5 Payroll shall advise the timekeeper of the number of hours represented by the military pay, which shall be coded as Unpaid Military Leave (MLN). The balance up to eight (8) hours for a 5x8 schedule and up to ten (10) hours for an employee on a 4x10 schedule shall be coded as paid Military Leave (MLP).
- 3.6 The employee shall provide Payroll with copies of his/her military pay stubs within three (3) weeks of the end of each calendar quarter.
- 3.7 At the end of the one-year period, the employee may elect to use accrued leave balances to make up full salary, per the provisions applicable to his/her bargaining unit.
- 3.8 The employee shall continue leave accruals as though she or he were not absent from work. The employee shall receive the accruals during the leave, and shall be required to wait until she or he returns to work to take them.

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- 3.9 The Employee Services (Benefits) Department shall continue full family health benefits (medical, dental and vision) during the supplemental salary and benefits period, for up to one year. Employees shall be required to pay their normal premium contributions.
- 3.10 Benefits after the supplemental salary and benefits period shall be determined pursuant to the normal provisions for benefits continuation while on paid and/or unpaid Active Duty Military Leave. Benefits are subject to the restrictions and limitations established by the health care providers (e.g. the employee must receive treatment for service connected conditions from the military, the employee may only be eligible for emergency treatment if they are out of area).
- 3.11 The employee shall return to work at VTA within 60 calendar days of his/her release from active duty and remain with VTA for 6 months. Should the employee fail to meet these conditions, the employee shall repay VTA for the cost of supplemental salary and benefits in full. No interest shall be charged.

4.0 Policy:

- 4.1 VTA shall provide all benefits mandated under state and federal law. VTA shall then pay the difference between military pay and VTA base salary and provide full family health benefits, for up to one (1) year pursuant to the terms of the provider contracts and labor agreements.
- 4.2 ELIGIBILITY: To be eligible, employees must meet the following criteria:
- (a) Be members of the reserves and/or National Guard;
 - (b) Have one or more years of active VTA service, including recognized military service;
 - (c) Be called to active duty as a result of terrorist activities or impending or actual armed conflict;
 - (d) Be honorably discharged and return to VTA employment within sixty (60) calendar days after the end of active duty status; and
 - (e) Remain as active employees for at least six (6) months following their return to VTA employment.

5.0 Definitions:

ACTIVE DUTY: Ordered active duty for training, encampment, naval cruises, special exercises, etc. Active duty includes travel time only if included in the employee's active duty orders.

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6.0 Records:

Employee Services shall be responsible for maintaining applicable information in the employee's personnel file.

7.0 Appendices:

Military Leave Supplemental Salary and Health Benefits Acknowledgement and Agreement Form

8.0 Training Requirements:

Not Applicable

9.0 Summary of Changes:

This policy has been updated to the new format and renumbered. It replaces Policy 240.2 Military Leave-Supplemental Salary and Benefits.

10.0 Approval Information:

Prepared by	Reviewed by	Approved by
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