# Post-Doctoral Employee Guidelines & Benefits

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# Table of Contents

1. Terms and Conditions of Employment for Postdoctoral Associates and Fellows (Postdocs)	2
2. Requirements of Position	2
3. Teaching Assignments	2
4. Compensation	3
5. Appointment	3
6. Recruitment	4
7. Termination of Employment	4
8. Grievance Procedure	4
9. Benefits	4
9.1 Benefits Groups Defined	4
9.2 Dependent Eligibility	5
9.3 Enrolling in Benefits	5
9.4.1 Health Insurance	5
9.4.2 Health Insurance Cost sharing	6
9.4.3 Waiver of Health Insurance Coverage	6
9.4.4 Health Insurance during Medical or Parental Leave	6
9.4.5 Health Insurance during Personal Leave	6
9.5 Dental Insurance	7
9.6 Vision Insurance	7
9.7 Retirement Savings Plan	7
9.8 Short-term Disability Program & Long-term Disability Insurance	8
9.8.1 Short-term Disability Program	8
9.8.2 Long-term Disability Insurance	9
9.9 Group Life Insurance	11
9.9.1 Employee Group Life Insurance	11
9.9.2 Spouse Group Life Insurance	12
9.9.3 Child(ren) Group Life Insurance	12
9.9.4 Details Group Life Insurance	12
9.10 Time Off	14

9.10.1 Holidays	14
9.10.2 Winter Break Closures	14
9.10.3 Personal Days	14
9.10.4 Sick Leave	15
9.10.5 Parental Leave	16
9.10.6 Bereavement Leave	17
9.11 Tuition remission	17
9.12 Retiree Health Savings Plan (RHSP)	18
9.13 CatCard Privileges	18

# 1. Terms and Conditions of Employment for Postdoctoral Associates and Fellows (Postdocs)

Post-doctoral associates and fellows have employee status within The University of Vermont. However, their terms and conditions of employment, compensation, and benefits are separate and independent from those of faculty, staff, officers, and temporary employees, and are contained in this policy 3document.

Terms and conditions of employment for post-doctoral employees are designed with the intention of preserving flexibility and responsiveness to the needs of the academic department employing them. Similarly, they are implemented to enhance consistency and fairness in the benefits and terms of employment for the individuals in those positions.

#### 2. Requirements of Position

The education requirement will be an earned doctorate, and the primary duties will reflect a professional level of research which will support the duties exemption from overtime provisions outlined by The Fair Labor Standards Act (FLSA). Please note that if compensation does not meet the salary threshold for the FLSA overtime exemption, (typically due to the post-doctoral employee working less than full-time) the position may be classified as non-exempt from the FLSA overtime provision.

# 3. Teaching Assignments

In some instances, postdocs may be asked to teach classes as part of their responsibilities. This may be a component of the postdoctoral associateship or at the request of an academic unit at the University. In cases when postdocs will teach classes, the following guidelines should be observed:

- A. The postdoc's immediate supervisor, department chair, and dean must be consulted and must approve all teaching assignments.
- B. The postdoc's immediate supervisor is responsible for ensuring that the teaching assignments do not detract from the educational and research objectives of the original appointment; that they support the postdoc's professional development; and that the postdoc's responsibilities are compliant with all external funding requirements.

- C. A postdoc should teach no more than two course equivalents per the annual term of appointment.
- D. An appointment letter is needed if the most recent postdoc appointment letter did not include the teacher's oath. Please note, all postdoc appointment letters should be issued utilizing the <u>approved template</u> (with the teacher's oath embedded in the text).
- E. The instruction may be provided under the title postdoc.

## 4. Compensation

The table below illustrates minimum post-doctoral salaries which are tied to the <u>National Institutes of Health National Research Service Award (NIH NRSA) minimum</u> and are dependent upon years of experience.

#### POSTDOCTORAL SALARIES & BENEFITS

Career Level	Years of Experience	Stipend for FY 2024	Monthly Stipend
Postdoctoral	0	\$61,008	\$5,084
	1	\$61,428	\$5,119
	2	\$61,884	\$5,157
	3	\$64,356	\$5,363
	4	\$66,492	\$5,541
	5	\$68,964	\$5,747
	6	\$71,532	\$5,961
	7 or more	\$74,088	\$6,174

<sup>\*</sup>Updated 03/27/2025

#### 5. Appointment

Post-doctoral employees are appointed on a yearly basis by a <u>written letter</u> cosigned by the department chairperson, and establishing the beginning date of employment, the ending date and the annual salary. Shorter appointments are permissible by mutual agreement, generally when the external funding source is available for less than one year. Postdocs will not be employed for a period in excess of five years.

#### 6. Recruitment

Postdoc vacancies need not be posted and advertised as required for staff and faculty positions. Appointments may be made at the discretion of the research grant holder responsible for the funds supporting the position, and upon the approval of the department chair and the dean of the college or school.

# 7. Termination of Employment

Normally, employment will end on the date specified in the written letter of appointment. However, the position may end earlier based on the University's needs, including loss of restricted funds. In the event of loss of restricted funds, unsatisfactory performance or misconduct, termination would be immediate. Post-doctoral employees do not have the right to grieve if terminated, nor do they have access to the University grievance system as described in the *Grievance and Mediation Policy for Non-Represented Staff*. The University's *Statement on Equal Opportunity in Employment* applies to all employees.

#### 8. Grievance Procedure

In the event that a postdoc would like to grieve what is believed to be an unfair interpretation of the terms and conditions of employment that applies to that position, an appeal may be made in writing to the appropriate department chair who will have the responsibility of responding to the complainant in writing. In the event that the postdoctoral associate is not satisfied with the decision of the department chair, an appeal may be addressed to the dean of the college or school whose decision on the matter will be in writing and will be final.

#### 9. Benefits

# 9.1 Benefits Groups Defined

The following six groups of post-doctoral employees may be eligible for some of UVM's benefits:

Benefit Groups Defined			
	Months of Year Worked	Full-Time Equivalency (FTE)	
Full-time			
Group A	12 months	100%	
Group B	9, 10, 11 months (academic year)	100%	
Group C	12 months	75 - 99%	
	Part-time		
Group D	9, 10, 11 months (academic year)	75 - 99%	
Group E	12 months	50- 74%	
Group F	9, 10, 11 months (academic year)	50- 74%	

#### 9.2 Dependent Eligibility

Postdoc employees may wish to apply for benefits for their dependent spouse, civil union partner, or dependent children. To qualify, dependents must meet the eligibility conditions of the University's health, dental, and life insurers. The following summarizes those conditions:

- Dependents are considered qualified dependents if they are the spouse, civil union partner, or dependent child of the employee. The University reserves the right to request from the employee, at the employee's expense, an opinion from a qualified attorney attesting to the validity of the marriage or civil union. The University further reserves the right to seek an independent verification of validity. The University also reserves the right to require proof of legal responsibility for dependent children.
- A qualified dependent child is under 26 years of age and:
  - a) a natural child of an employee; or
  - b) a legally adopted child of an employee; or
  - c) a stepchild, foster child, or any other child for whom an employee has legal guardianship

Qualified dependent children are covered until the end of the month in which they turn 26. Eligibility may be extended to a child with a disability that renders the child incapable of self-support because of physical or mental disability, if approved by UVM's health insurer based on the following criteria:

- The dependent must have been eligible for and enrolled in benefits prior to their 26th birthday and the disability must occur or exist on the date eligibility would normally end.
- Proof of such disability must be provided to the plan administrator (The University) or the insurer prior to the child's 26th birthday, or in any event, no later than 20 calendar days following age 26. If approved, eligibility for such a child will be continued as long as the disability exists. Proof of continued disability may be periodically required.

#### 9.3 Enrolling in Benefits

To enroll in UVM benefits, post-doctoral employees must complete and sign the appropriate enrollment forms and submit them to Human Resources.

Employees changing coverage due to a qualifying event have 20 days to submit proof of the qualifying event, along with the appropriate paperwork to Human Resources, to avoid delay in enrollment status. In the event an employee does not submit paperwork within 20 days of the qualifying event, they will have to wait until the next open enrollment period to make any changes to benefits.

# 9.4.1 Health Insurance

Post-doctoral employees in Groups A, B, or C will be eligible for health insurance benefits (see <u>Benefit Groups Definitions</u>). Part-time post-doctoral employees who are in Groups D, E, or F are not eligible for health insurance through the University. Medical benefits will terminate on the last day of employment. For eligible employees, medical benefits coverage will begin on the first day of employment, provided enrollment forms have been completed and submitted to Human Resources. If enrollment forms are not received within the first week of employment, coverage will not begin until forms are received. Employees have 20 days to submit completed enrollment forms related to the hire event.

#### 9.4.2 Health Insurance Cost Sharing

Post-doctoral employees in Groups A, B, or C shall contribute a percentage of the premium costs of health insurance in accordance with the schedule then in effect, and available on the <u>Benefits webpage</u>. These premium costs do not include internal copayments, deductibles, or other costs which are part of the plan, and for which employees may be responsible. Details about the University's health plan, including out-of-pocket limits, internal copayments, deductibles or other costs associated with the plan are available through the Medical Coverage Details Summary located on the <u>Benefits webpage</u>.

#### 9.4.3 Waiver of Health Insurance Coverage

Full-time postdoc employees in Groups A, B, or C may waive their health insurance coverage. The University will pay \$1,000 to any full-time employee who certifies that they and their qualified dependents are covered by non-UVM group health insurance and that they do not fall into any of the categories below. This option is not available for employees who waive coverage for their eligible dependents but not for themselves.

The \$1,000 in lieu of health coverage option is not available if either of the following is true:

- The employee is covered as a dependent on a UVM Health Plan; or
- The employee or their dependents are on COBRA.

The \$1,000 payment is subject to withholding taxes and is spread throughout the year based on the number of paychecks you receive. If coverage is waived for less than a full year, your payment will be prorated based on the number of paychecks for which coverage was waived.

Employees who elect to waive medical insurance coverage are required to complete a written certification form each year **during the benefits open enrollment period**. Employees who fail to provide the required annual certification will be ineligible for the waiver payment.

If an employee has waived UVM insurance coverage and then loses their other insurance coverage by an event outside their control, they will be allowed back into the UVM medical coverage option. The employee will be entitled to only a prorated portion of the \$1000 based on the length of time (in whole months) their coverage was waived. If the employee waived coverage for themselves and for their dependents, the employee may come back into the UVM plan if the employee's spouse or civil union partner loses employment, or if the employee loses coverage because of divorce or the death of the spouse or civil union partner. The employee may not come back into a UVM plan until the next open enrollment period if they are seeking to change coverage because their spouse's or civil union partner's employer increases premiums or decreases coverage.

#### 9.4.4 Health Insurance during Medical or Parental Leave

An employee otherwise covered by University medical insurance shall, while on paid or unpaid full or partial medical or parental leave, is entitled to continuation of the University contribution toward such insurance coverage. Medical insurance may be continued for up to a maximum of twenty-six (26) weeks, provided the employee continues their contributions to the premium cost and the employee is applying for long-term disability insurance regardless of employment status. The University's contribution will be in the same proportion as it was before the medical leave began.

# 9.4.5 Health Insurance during Personal Leave

An employee otherwise covered by University medical insurance shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

#### 9.5 Dental Insurance

The University will provide full-time post-doctoral employees in Groups A, B, or C (as described in Benefit Groups Defined) with Base dental insurance for the employee and their dependents at no cost. Part-time employees in Groups D, E, or F are not eligible for dental benefits through the University.

For full-time post-doctoral employees and their qualified dependents in groups A, B, and C, eligibility for dental insurance coverage will begin six months following their first day of employment.

Deductibles and copayments are as prescribed in the UVM dental insurance plan.

Post-doctoral employees in Groups A, B, or C may enroll in the High Option Plan. Those who choose to enroll in the High Option Plan will pay the difference between the Base Plan and the High Option Plan. (See the Dental Cost Summary.)

An employee otherwise covered by University dental insurance shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

Dental benefits end on the last day of employment.

#### 9.6 Vision Insurance

Employees in benefit groups A, B, and C are eligible for voluntary vision insurance. This benefit is fully employee-paid with the University negotiating competitive group rates. For eligible employees, vision benefit coverage will begin on the first day of employment, provided enrollment forms have been completed and submitted to Human Resources. If enrollment forms are not received within the first week of employment, coverage will not begin until forms are received. Employees have 20 days after their hire date to submit completed enrollment forms.

Vision benefits will terminate on the last day of the month during which the employee lost eligibility or last worked.

# 9.7 Retirement Savings Plan

Employee contributions to the UVM Retirement Savings Plan ("the Plan") are voluntary. Part-time and full-time employees are eligible to participate in the UVM 403(b) Retirement Plan immediately upon employment, by contributing the minimum amount required by the plan (at least 2% of their UVM base salary) and by choosing the kind of investment they would like to make.

The University of Vermont does not contribute to retirement savings plans for post-doctoral employees. Service as a post-doctoral employee will count toward future service as faculty or staff for the purposes of 403(b) contributions, so long as there is no break in service from the postdoc appointment to a faculty or staff appointment.

The University offers several retirement savings account options from which the employee may choose. The University reserves the right to add, delete or modify these options in its discretion. However, it is understood that the University shall make a range of options available at all times.

Postdoc employees age 50 or over (in the current calendar year), and those who have 15 or more years of benefit-eligible service at the university may have options to contribute more than the IRS maximum yearly amount. Please review the <a href="mailto:Catch-Up Form">Catch-Up Form</a> (on the HR Forms page, under "Retirement") for more information on the options, or consult with a benefits advisor by contacting <a href="mailto:hrinfo@uvm.edu">hrinfo@uvm.edu</a> or calling 802-656-3150. Reduction forms for the catch-up options should be submitted annually (ideally in January) in order to obtain the maximum contribution.

See the <u>Retirement Plan Document</u> for information on restrictions, loans, financial hardship, and tax-deferral information.

9.8 Short-Term Disability Program & Long-Term Disability Insurance

#### 9.8.1 Short-Term Disability Program

Employees in benefit groups A, B, and C are covered by the University's short-term disability program after four months of continuous service at no cost. Employees not in these groups are not eligible for the short-term disability plan. The plan provides an income for up to 26 weeks if the employee terminates as retired-disabled due to a total and permanent disability.

To be considered totally and permanently disabled, the employee must be qualified as such by the Social Security Administration and/or by the long-term disability carrier, if the employee is covered by long-term disability. This total and permanent disability plan does not apply to partial or temporary disabilities. Absences caused by such disabilities would only be covered by accrued medical leave, PTO, or compensatory time.

The 26 weeks of short-term disability benefits will be reduced by the amount of accrued exception time (sick, personal, etc.) the employee has earned which is paid at 100% of the gross straight-time salary. The weekly amount would also be reduced by any amount received from Workers' Compensation.

The benefit period begins on the first day if the absence is caused by illness or injury that is eventually determined to be totally and permanently disabling. The benefits extend for a maximum of 26 weeks and are based on the length of service as follows:

- a. four months, but less than two years of service: 50% of gross straight-time income
- b. two years, but less than three years of service: 70% of gross straight-time income
- c. three or more years of service: 90% of gross straight-time income

Before any disability benefits are made available, the employee must complete appropriate applications and the employee's physician must certify that a total or permanent disability exists. The University may also require an independent medical examination.

If there is a delay in the diagnosis of a total and permanent disability, the employee will receive payment retroactively at the time of determination. Payments will become effective on the day when all of the employee's accrued PTO, compensatory time, and medical leave expires.

An employee approved for total and permanent disability benefits will be considered retired disabled on the first of the month after the expiration of the 26-week period. During the 26-week period, the University will continue the employee in the insurance and retirement programs and will pay the University's share of the premium for the duration of the disability payments. Employees will continue

to pay their share of the premium(s).

Employees may also purchase additional voluntary short-term disability insurance to supplement wages lost due to injury or illness not covered by the University's short-term disability program. It is understood that the University shall deduct the cost of any such plan from an employee's paycheck provided the employee makes such a request.

#### 9.8.2 Long-Term Disability Insurance

To participate in the long-term disability insurance plan, an employee must complete one year of regular UVM employment in benefits group A, B or C. Long-term disability insurance coverage is available as an option to employees in Groups A, B, and C, and employees must pay a portion of the premium in order to receive this benefit. If employees are not in one of these Groups, they are not eligible for long-term disability insurance.

Employees may qualify for immediate participation in the UVM group long-term disability insurance plan if they are new employees and were insured within the three (3) months immediately prior to their UVM employment, under a group long-term disability insurance policy that provided income benefits for at least five (5) years.

If an employee is under age 59 when they are approved for an LTD claim, this coverage provides monthly income up to age 65, starting six months after the employee becomes totally disabled as defined by the long-term disability insurance carrier. If the employee is age 60-64 when approved for an LTD claim, the maximum benefit is 5 years. If the employee is age 65-68 when approved for an LTD claim, the maximum benefit is until age 70. For those 69 or older approved for an LTD claim, the maximum benefit is one (1) year. Long-term disability insurance coverage provides employees with a monthly income beginning six months after they become totally disabled or cannot perform all of the duties of their normal occupation due to illness, bodily injury, or other disabling circumstances. Employees may also qualify for partial disability payments when they are physically capable of working part time. After 24 months of disability, employees will continue to qualify for benefits only if they are unable to perform any occupation for which they are reasonably suited by education, training, or experience.

The employee who elects such coverage must enroll within 31 days of becoming eligible. If the employee does not enroll within that 31-day period, the employee must submit proof of insurability. As a result of a special life event, such as marriage or birth of a child, the employee may elect a different monthly income benefit than the one for which they are currently insured. Proof of good health may be required by the carrier.

Employees may choose between two types of coverage:

- Basic Coverage: Pays 60% of salary with a \$6,000 monthly maximum. Employees pay a copayment equivalent to 30% of the cost of the premium.
- Optional Coverage: Pays 70% of salary with a \$7,000 monthly maximum. Employees pay the difference between the cost of this option and the cost of basic coverage. Compensation under these plans may be reduced by payments from other sources such as Workers' Compensation and Social Security.
- The total amount of compensation from all sources under these plans will be 60 or 70% of monthly income, depending on the plan selected. The total monthly benefit will not exceed

\$6,000 (\$7,000 if the optional coverage is in effect). Payments begin on the first of the month after the employee has been totally disabled for six months. After 42 months of continuous disability, monthly payments will be increased annually by the lower of 3% or the Consumer Price Index.

If the employee becomes totally disabled before age 60, the disability payments will continue until the disability ceases or until the employee reaches age 65, whichever is first. If the disability occurs after age 60, but before age 65, the employee will receive benefits until the disability ends or for five years from the date of the disability. If the disability takes place after age 65 but before age 69, benefits will be paid until age 70. If the disability occurs at age 69 or older, benefits will be paid for one year.

A decision by The University to provide an employee with disability benefits should not be construed as a determination that the employee has a disability as defined by law, including, but not limited to, The Americans with Disabilities Act.

While employees are disabled, they will still be required to pay premiums for insurance coverage for themselves and their dependents. While the employee is totally disabled and receiving benefits from either the long-term disability insurance carrier or Social Security Disability (SSDI), their medical and dental insurance premiums will be paid by the University at the same rate as for an active employee in benefit groups A, B, or C, during the time the employee receives disability benefits. The University reserves the right to require additional proof of a qualifying disability, including independent medical examinations.

If the employee should die while receiving disability benefits, the University will continue to provide the health insurance coverage that was in effect at the time of death on behalf of the surviving spouse and eligible dependent children. Such coverage will be on the same basis as was provided to the employee for a period of one month for each month of service up to 24 months. In addition, the employee's surviving dependents would be able to continue coverage under COBRA for 36 months beginning on the date following the one-month rule above.

If the employee should die while retired, or while the employee is receiving disability benefits, after qualifying for post-retirement benefits, the University will continue to pay for health and dental insurance for the employee's surviving spouse and eligible dependents, on the same basis as before the employee's death, for 24 months. After 24 months, dental coverage will end. The surviving spouse may continue dental coverage through COBRA for up to thirty-six (36) months by paying the COBRA premium. The surviving spouse may continue to remain insured in the University's medical insurance plan by paying fifty (50%) of the cost of providing coverage.

This is a University-sponsored plan and all matters regarding coverage, eligibility and claims are within the exclusive control of the outside vendor. The plan may be discontinued at any time at the vendor's option or if the plan ceases to live up to its stated purpose.

The University may change in its discretion the carrier or administrator of such plans. Such change in carrier or administrator shall not result in any substantial changes in coverage, nor shall it adversely affect the internal cost-shares, copayments, or deductibles.

An employee otherwise covered by University short and/or long-term disability insurance shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance

coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

# 9.8.3 Voluntary Short-Term Disability Insurance

Employees in benefit groups A, B, and C are eligible for voluntary short-term disability (VSTD) insurance. This benefit is fully employee-paid with the University negotiating competitive group rates. To be eligible to enroll in this benefit, employees must be employed by the University during the annual open enrollment period. Once elected during open enrollment VSTD benefit coverage will begin on the first day of the new plan year (typically January 1<sup>st</sup>), provided enrollment forms have been completed and submitted to Human Resources.

This VSTD plan replaces 70% of the employee's annual base salary (as of January 1<sup>st</sup> of that plan year) if they are unable to work due to a medically qualified absence. VSTD insurance begins income replacement after 30 days and provides income replacement for a maximum of six months. This income replacement is non-taxable.

For those who leave University employment, VSTD benefits will terminate after the last day worked.

## 9.9 Group Life Insurance

# 9.9.1 Employee Group Term Life Insurance

The University will provide eligible employees (Groups A, B, or C) with group life insurance according to the following options:

- a. \$10,000 term life insurance fully paid for by the University.
- b. \$50,000 term life insurance, with the University paying \$17,000 of the amount and the employee paying for the remaining \$33,000. This coverage is subject to reductions based on age as follows: Age 65 33% reduction; Age 70 55% reduction; Age 75 70% reduction. However, the minimum benefit shall be \$10,000 of life insurance.
- c. Life insurance equal to twice the employee's annual base salary. The University will pay for the first \$17,000 of coverage. The employee pays 100% of coverage cost in excess of \$17,000. This life insurance is subject to reductions based on age as follows, but the minimum benefit shall be \$10,000 of life insurance:
  - Age 65 33% reduction
  - Age 70 55% reduction
  - Age 75 70% reduction
- d. Life insurance equal to three to seven times the employee's annual base salary. The University will contribute the same as if the employee had selected the two times salary option. Employees will pay the amount they would have paid for two times salary coverage plus the full cost of all additional coverage based on an age-rated premium. This insurance is subject to reductions based on age as follows, with the minimum benefit being \$10,000 of life insurance.
  - Age 65 33% reduction

- Age 70 55% reduction
- Age 75 70% reduction

All of the coverages listed above include accidental death and dismemberment (AD&D) benefits as well as disability waiver of premium coverage.

A full-time employee in Groups A, B, or C is eligible to select one of these options upon employment with the University; postdoc employees in Groups D, E, or F are not eligible.

#### 9.9.2 Spouse Group Term Life Insurance

If employees elect more than the basic \$10,000 coverage, they may also elect to insure their spouse. There are two spousal options:

- a. \$20,000
- b. One half the amount of the coverage on the employee, up to a maximum of \$200,000. The employee must pay the full cost of this coverage based on prevailing premium rates. This coverage does not include accidental death and dismemberment or disability waiver of premium coverage.

# 9.9.3 Child(ren) Group Term Life Insurance

Employees who have elected optional coverage above \$10,000 may also insure their dependent children in the amount of \$10,000 each. Coverage must be elected within 31 days of initial eligibility, otherwise proof of insurability is required. If this coverage is selected, all eligible children will be covered. Coverage for newborn children begins at age 14 days.

## 9.9.4 Details Group Term Life Insurance

All life insurance options are based on annual straight time earnings. Coverage becomes effective on the date on which the enrollment card is complete and approved by the vendor if proof of insurability is required. Optional coverage of two times salary must be elected within 31 days of employment, otherwise it is subject to proof of insurability. Coverage in excess of two times salary or spousal coverage in excess of \$50,000 is subject to proof of insurability, if not elected within 31 days of employment. Coverage ends on the last day the employee works at the University.

Insurance coverage premiums for the University and employees are adjusted annually on January 1 to reflect salary adjustments and age changes. Further details about these plans, including prevailing premium rates, may be obtained from Human Resources.

Upon Retirement or in the case of disability, life insurance coverage will be affected by the following conditions:

If the employee retires without a disability between the ages of 55 and 70 and qualifies for post-retirement benefits in accordance with University benefit policy, the employee will receive life insurance coverage equal to the option selected prior to retirement up to a maximum of \$50,000. At age 65, coverage will be reduced by 50% up to a maximum of \$25,000 and a minimum of \$10,000. When the employee reaches age 70, coverage will end.

If the employee retires because of a total and permanent disability, The Standard will continue to pay the entire life insurance premium as long as the employee remains disabled and as long as the disability lasts at least six months and is certified by The Standard. Proof of disability will be required every 12 months for the duration of the disability. Coverage continues for life but reduces by the same percentage as for active employees.

If you have chosen a level of insurance that is less than the maximum coverage allowed, you may apply to increase the amount of your coverage during a yearly benefit open enrollment period or based on a qualifying event. The insurance company will require you to furnish proof of insurability if you change coverage at any time after 20 days of employment.

NOTE: If you are eligible for coverage as an employee or retiree and your spouse or civil union partner is also eligible for UVM group life insurance, you cannot be covered as both an employee and a spouse or civil union partner.

NOTE: Dependent children may only be covered under one UVM employee.

Age on Last January 1	Percentage Payable
Less than 65	100 %
65 but less than 70	67 %
70 but less than 75	45 %
75 or over	30 %

# **Imputed Income for Optional Life Insurance**

If you purchase optional life insurance through The University's group term life policy, you may be required to pay taxes on "imputed income," due to the favorable rates offered by the insurance carrier.

To comply with federal requirements, the University must calculate imputed income on group term life insurance monthly and automatically withhold the required taxes for affected employees. Taxes are withheld once each month. Please consult your tax advisor to determine how this may affect you.

#### 9.10 Time Off

Post-doctoral associates/fellows are not eligible for vacation/PTO or paid cultural holiday accruals.

#### 9.10.1 Holidays

Employees will receive paid time off for all annual administrative closures and holidays that UVM observes, including at minimum:

New Year's Day Thanksgiving Day

Birthday of Martin Luther King, Jr. Friday after Thanksgiving Day

Presidents' Day Christmas Eve Memorial Day Christmas Day Juneteenth New Year's Eve

Independence Day

Labor Day

# **Calculating Holiday Pay**

The University provides 7.5 or 8 hours of paid time off (consistent with each employee's regular work schedule of 37.5 or 40 hours per week) for recognized University holidays and administrative closures. An employee's holiday pay is based on their normal straight-time salary or hourly rate and will be considered hours of work when computing their pay period earnings.

For employees who are less than 1.0 FTE, holidays will be prorated consistent with their FTE. Postdoc employees with an FTE of less than 0.5 are not eligible for holiday pay.

#### 9.10.2 Winter Break Closures

The University will be closed for at least three days each year between December 26 and December 30 for Winter Break. The University may, in its sole discretion, grant additional Winter Break days.

#### 9.10.3 Personal Days

Postdoctoral employees in benefit groups A and B are granted 12 personal days each year to be taken with the approval of their supervisor. Postdoc employees in benefit groups C, D, E, or F will be granted the 12 personal days prorated according to the formula found in the table below. Postdoc employees with an FTE of less than 0.5 are not eligible for personal day pay.

A postdoc's year of employment begins on their start date and ends the day before the anniversary of their start date. Personal days are not carried over from year to year, and payment will not be provided for personal days that are not taken. It is to your advantage to take all allowed personal time each year.

Personal Day Eligibility	
Benefits Group	Personal Days Accrued/Year
A or B	12 Personal Days
C, D, E, or F	FTE x (12 Personal Days x Standard hours worked per day*)

\*Standard hours worked per day: To calculate the number of days used the standard hours/ day the department works. Departments have one of two standard schedules; either a standard of 7.5 hours/day (37.5 hours/week) or 8 hours/day (40 hours/week).

\*\*Employment Term: Employment term length is factored into the personal day accruals for employees working less than 12 months. .75 (9-month term)

# Approval of the Use of Personal Days

Requests to use personal days must be made to your immediate supervisor with as much notice as possible. If you are unable to give reasonable notice, your circumstances must justify your request. Personal days may not be used during your initial probationary period, but they may be taken during subsequent probationary periods associated with promotions or a change in position.

#### 9.10.4 Sick Leave

Postdoc employees are granted six days of sick leave annually on the employee's starting day of employment. Sick leave is intended to cover short-term absences from work when an employee is ill or must care for an immediate family member who is ill.

Sick leave may not be taken before it is earned except that new employees are credited with an immediate accumulation of six days of sick leave. No additional sick leave is earned until the thirteenth (13th) month of employment following the yearly anniversary date of hire. Sick leave is not paid out upon termination.

Full-time employees working 100% FTE shall accrue six sick leave days per year with unlimited accrual. Those employees working less than full-time will accrue sick leave on a pro-rated basis in accordance with the eligibility grid for sick leave below. Postdoc employees with an FTE of less than 0.5 are not eligible for sick time pay. A day of sick leave is eight (8) hours for an employee who regularly works a forty (40) hour week and seven and a half (7½) hours for an employee who regularly works a thirty-seven and one-half (37½) hour week.

## **Benefit Group Formula**

A or B	6 days per year
C, D, E, or F	% of FTE x 6 days per year

#### **Medical Leaves**

The University will provide and administer Family and Medical Leave (FMLA), Vermont Parental and Family Leave, and all other applicable leave programs in compliance with state and federal law. Paid medical leave can be used in cases where the employee is absent from work due to illness or injury, and for all other circumstances required under federal and state law, including but not limited to, the Family Medical Leave Act (FMLA), the Vermont Parental and Family Leave Act (PFLA), and the Vermont Earned Sick Time Law. See the Non-Represented Staff Handbook for details on rights/requirements under state/federal protected leaves.

#### **Documentation of Sick Leave and Medical Leaves**

Employees who are absent from work for more than five consecutive workdays may be required to provide a physician's statement indicating the reason for the absence. Documentation may also be

required in cases where an employee has a prior disciplinary record for abuse of leave, or where there are reasonable grounds to believe that an employee is abusing medical leave.

In some circumstances, employees may be required to provide a physician's statement certifying that they are able to return to work after a serious or extended illness. The statement must address the employee's fitness for duty and any limitations they may have in assuming their regular work.

#### 9.10.5 Parental Leave

Eligible employees will receive their full salary, or full regular straight time pay, for up to eight weeks of paid parental leave for the following reasons, as defined by the FMLA:

- 1. The birth of a child or placement of a child for adoption or foster care; or
- 2. To bond with a child (leave must be taken within one year of the child's birth or placement).

Eligibility and administration will be consistent with the rules for FMLA leave, and the paid leave may continue after the employee has exhausted all of their FMLA. Employees who use parental leave prior to 12 months of University employment agree to return to employment with the University for a period at least equal to the amount of parental leave used, unless they are unable to return to work due to medical necessity of themselves, their birthing partner, or their child(ren).

If both parents are employed at the University, each parent will be eligible for eight weeks of paid parental leave.

To be eligible for paid parental leave, the employee must either:

- Be taking FMLA leave for one of the two above listed reasons and paid parental leave will run concurrently with leave under the FMLA.
- Meet the criteria of the two above-listed reasons, even if they have exhausted their FMLA. In this event, once the employee is again eligible for FMLA, paid parental leave will run concurrently with the FMLA.

Paid parental leave benefits must be taken in eight continuous weeks of time. However, for an employee who has given birth and who receives paid short-term disability (STD) benefits during the employee's own medical recovery following childbirth, paid parental leave will pause during STD payments and recommence after the termination of STD benefits.

Any unused paid parental leave will not be carried over or paid out to the employee.

After paid parental leave (and any STD benefits) are exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued leave balances or may be unpaid if the employee requests it or has no accrued paid leave time.

Employees must provide their supervisor with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). Employees must complete all requested forms and provide all requested documentation to Human Resources in support of their request for paid parental leave.

#### 9.10.6 Bereavement Leave

Employees shall receive three (3) days of paid bereavement leave for the death of individuals close to the employee, including:

If an immediate family member dies, you may take paid bereavement leave. For the purpose of this policy, "immediate family member" includes your spouse or civil union partner and all of the following individuals:

- Child\* / Stepchild\* / Foster child\*
- Individuals living in your household
- Parent\*\* / Stepparent\*\* / Parent of your children\*\*
- Aunt\*\* / Uncle\*\* / Niece\*\* / Nephew\*\*
- (Step)sister or (step)sister-in-law\*\* / (step)brother or (step)brother-in-law\*\*
- Grandparent\*\* / Grandchild\*\*
- \* or their spouse/civil union partner
- \*\* of either you or your spouse/civil union partner

#### **Additional Time**

An additional **three (3) days** of paid bereavement leave will be granted upon the loss of a spouse, partner, child or stepchild, sibling, grandchild, grandparent, parent, or stepparent. The three (3) additional days may be granted for the death of any relative listed above with the approval of the employee's supervisor. Requests shall not be unreasonably denied.

Employees may request additional time off without pay. Such a request may be approved at the discretion of the supervisor. Employees may also request the use of personal time, or time off without pay, for deaths outside of the immediate family. Such a request may be approved at the discretion of the supervisor.

If the death in the immediate family occurs while the employee is using personal time or other paid leave, the **appropriate number of days** will be charged as bereavement leave.

Bereavement leave shall not be unreasonably denied. An employee requesting bereavement leave shall provide their relationship with the deceased to their supervisor. Documentation shall not otherwise be required for this leave, except in cases where an employee has a prior disciplinary record for abuse of leave, or in other cases where there are reasonable grounds to believe that an employee is abusing bereavement leave.

## 9.11 Tuition Remission

Tuition remission is available for postdocs in groups A and B. They may take up to 15 credits of coursework or thesis research each year from September 1st through August 31st. The University will pay the comprehensive fee and Summer Session regular fees associated with courses taken. Postdocs in benefit groups C or D may take up to six credits per year using tuition remission. While the University places no restriction on the courses taken, the IRS has ruled that under some conditions, tuition remission for graduate level courses may be taxable.

If a course is not available during the evening session, supervisors may authorize an employee to attend a class during the workday. However, time spent away from the job to attend classes must be made up by the employee or taken as exception time or unpaid leave. Courses taken under tuition remission may not interfere with the postdoc's ability to fulfill the responsibilities of their employment.

To be covered by tuition remission for a given semester, the employee must begin employment before the close of the semester add/drop period. Course work begun under tuition remission during active employment may be completed after an employee becomes inactive (e.g. unpaid leave, termination, etc.), provided that the separation of active employment occurs after the end of the semester add/drop period.

The University will pay for in-state or out-of-state tuition depending upon whether the employees meet the criteria for state residency. It is the responsibility of the employee to correctly complete the necessary paperwork to confirm residency status upon enrollment.

Tuition remission benefits are automatically credited to eligible employees when they register for courses through Professional and Continuing Education (PACE) or the Registrar's Office.

## 9.12 Retiree Health Savings Plan (RHSP)

The University of Vermont established the Retiree Health Savings Plan (RHSP) to help individuals pay for qualified healthcare expenses during retirement. UVM will make regular tax-free contributions to the plan for postdocs hired on or after January 1, 2012. Those eligible for the Retiree Health Savings Plan will begin receiving payments prorated for the pay period after one year of service. The annual \$1,150 RHSP contribution is spread throughout the year based on the number of paychecks a postdoc receives. If RHSP coverage is for less than a full year, the payment will be prorated based on the number of paychecks for which the employee was eligible to receive RHSP contributions.

To find more information, go to the Retirement Resources web page and click on "Savings" to get to the Retiree Health Savings Plan page and/or the Retiree Health Savings Plan Overview (pdf) or the RHSP Summary Plan Description (pdf).

# 9.13 CatCard Privileges

A regular UVM ID card that provides access to the library, athletic, and other general facilities and support services will be offered to all benefits-eligible employees.