GENERAL STATEMENT OF POLICY

The University recognizes that benefits are an important component to the successful employment and retention of faculty and staff. Additionally, benefits provide important security and opportunities for faculty, staff and their families. Accordingly, it is the policy of the University to provide a comprehensive program of benefits associated with employment which includes both those benefit programs that are legally required and benefit programs that are not legally required but which are intrinsic to employment.

At a minimum, as long as they are legally allowable and are available to the University, the following benefit programs will be provided: Social Security, Medicare, Worker's Compensation, State Unemployment Insurance, Missouri State Employees Retirement System (MOSERS) or College & University Retirement Plan (CURP), Group Health Insurance, Life Insurance, Long Term Disability Insurance (LTD), Employee Assistance Program, Voluntary Tax Deferred Annuity Programs, Section 457 Deferred Income Program, Enrollment in University Credit Courses, Technical Training and Continuing Education, Credit Union memberships, U.S. Savings Bond Program, Long Term Care Insurance, Health Savings Account Program, Medical Reimbursement Program, and Dependent Care Assistance Program.

The Vice President for Finance and Administration is responsible for issuing operating procedures to implement and maintain this policy. Additionally, the Vice President for Finance and Administration is responsible for determining the scope of these benefits and for adding other benefits as may be appropriate from time to time.
Both full- and part-time benefit eligible employees and their eligible dependents can take advantage of some or all University-provided benefits. Eligible dependents means your legally married spouse, child or children as defined. A spouse is defined as a partner in a legally recognized civil marriage in accordance with the marriage laws of the jurisdiction in which the marriage occurs. An employee is required to provide to Human Resources a copy of a valid marriage license in order for a spouse to participate in University-provided benefits. The dependent child age limit is determined by the plan document and/or University procedure.

OPERATING PROCEDURES

Group Insurance Program -

1. Full-time and part-time regular and term benefit-eligible employees of the University are eligible for participation in the University’s group health, flexible spending accounts, health savings accounts, and other ancillary benefit programs. Plan summaries are available in Human Resources. All coverages are determined by the applicable plan documents. Coverage provided for the employee, paid by the University, is as follows:

   A. Medical Insurance – Base Plan Coverage
   
   B. Life Insurance – 2 ½ times base salary with a maximum of $50,000 of coverage
   
   C. Accidental Death & Dismemberment – 2 ½ times base salary with a maximum of $50,000 of coverage
   
   D. Long Term Disability – 60% of current salary to age 65

      i. Employment with the University will be terminated concurrent with the first day of the Long Term Disability period unless there is a reasonable expectation that the employee will be able to return to work within one year.

      ii. If the disabled employee has a reasonable expectation that he/she will be able to return to work within one year, an extended Long Term Disability Leave Without Pay (LWOP) may be granted. To be granted a Long Term Disability LWOP, the employee must:

         a. make a written request to his/her division executive, and

         b. attach to the request a letter from his/her physician, which states that the condition of disability is likely to cease within one year (or shorter period, if appropriate), and that it is reasonably expected that the employee will be able to return to work.
NOTE: The University reserves the right to seek a second opinion to confirm the probability of the employee returning to work within the time frame requested.

iii. When a Long Term Disability LWOP is granted, the University will continue to provide individual medical coverage for the disabled employee during the leave period.

iv. An employee who is granted the Long Term Disability LWOP and who later cannot return to work as anticipated, will be terminated effective at that time.

E. Employee Assistance Program – six counseling sessions annually for employees and eligible dependents.

2. In addition to the coverage provided by the University, employees are eligible to purchase supplemental insurance coverage, including dental insurance, vision insurance, long term care insurance, and additional and dependent life insurance (80% FTE or greater). Plan summaries describing the various insurance coverages in detail can be obtained from Human Resources. Employees are urged to acquaint themselves with the details of the insurance program.

3. The insurance program rates and terms are subject to change. Questions concerning University benefits should be directed to Human Resources.

Retirement Benefits -

Missouri State Employees’ Retirement System (MOSERS)

The Missouri State Employees’ Retirement System (MOSERS) is a defined benefit plan for eligible faculty and staff with three different plan options. Contribution rates are defined by Missouri state statutes.

<table>
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<tr>
<th>Definition</th>
<th>MOSERS Plan(s) Eligibility</th>
<th>Who Contributes</th>
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</thead>
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<tr>
<td>First employed prior to July 1, 2000</td>
<td>MSEP *</td>
<td>Employer</td>
</tr>
<tr>
<td>First employed prior to July 1, 2000, but left employment before becoming vested and returned to work in a benefit-eligible position any time after July 1, 2000; or first employed on or after July 1, 2000, but prior to January 1, 2011</td>
<td>MSEP 2000 **</td>
<td>Employer</td>
</tr>
</tbody>
</table>
Definition | MOSERS Plan(s) Eligibility | Who Contributes
--- | --- | ---
Staff employees hired on or after January 1, 2011 | MSEP 2011 | Employer and Employee

* Members of the MSEP may elect the MSEP 2000 at retirement.
** MSEP 2000 does not apply to faculty and staff with academic rank who were first employed on or after July 1, 2002, and with no prior MOSERS service credit.

A Missouri State Employees’ Retirement System (MOSERS) member is considered to have retired if he/she meets the age and years of service eligibility criteria in MOSERS at the time of termination of employment from Southeast Missouri State University and is eligible for and receiving a retirement benefit from MOSERS. University-provided retirement benefits, including retiree medical and life insurance options, will be extended to a MOSERS member who meets the definition of MOSERS retirement at the time of termination of employment.

Colleges and Universities Retirement Plan (CURP)

The Colleges and Universities Retirement Plan (CURP) is a defined contribution plan for faculty or staff with academic rank hired on or after July 1, 2002, and with no prior MOSERS service credit. Contribution rates are defined by Missouri state statutes.

A Colleges and Universities Retirement Plan (CURP) member is considered to have retired if he/she is age 57 with at least 5 years of service in CURP at the time of termination of employment from Southeast Missouri State University, or is at least age 48 with his/her age and years of service to the University equaling 80 or more at the time of termination of employment from Southeast Missouri State University, and is eligible for and receiving a retirement benefit from CURP. University-provided retirement benefits, including retiree medical and life insurance options, extended to a MOSERS member who retires in accordance with MOSERS regulations will also be extended to a CURP member who meets the definition of CURP retirement at the time of termination of employment. In determining eligibility for the retirement benefits extended to a retiring CURP member by Southeast Missouri State University, all years of CURP service (including CURP service at other higher education institutions in Missouri) will be considered toward meeting the 5 years of service requirement stated above.
Tax-Deferred Annuity

Regular full-time and part-time employees of the University may participate in a tax-deferred annuity program. A list of companies presently registered with the University to write such annuity programs can be obtained from Human Resources.

State of Missouri Deferred Compensation

Regular full-time and part-time employees of the University may participate in a Roth 457 post-tax and tax-deferred 457 programs. To enroll in these programs, employees may contact the state of Missouri Deferred Compensation plan.

Credit Union -

Membership in the Missouri State Employee Credit Union is available to all employees. Deposits may be made through payroll deductions. Information concerning Credit Union membership is available through the Payroll Office.

U.S. Savings Bonds -

U.S. Savings Bonds may be purchased on a regular basis through TreasuryDirect. Additional information can be obtained from Human Resources.

Enrollment in University Credit Courses -

1. Full and part-time regular employees may enroll in University coursework at a reduced rate. Reduced rates apply only to the primary/incidental fee for all credit bearing courses and for non-credit courses if required for degree completion. General fees are waived for employees. Miscellaneous fees associated with specific courses do not qualify for reduced rates. Early and regular retirees are also eligible to enroll at reduced rates.

2. Employees will be charged 10% of in-state incidental fees for undergraduate hours and 30% of in-state incidental fees for graduate hours rounded off to the nearest whole dollar. Upon completion of semester course work for each class, employees who do not earn a grade of "C" or better; a "CR" for courses receiving credit; or, a passing grade for a course taken as "pass/fail", will lose their fee waiver for that class for that semester. The previously waived fee will be automatically put on the employee’s student account. Exceptions are as follows: a. Non-degree courses, credit-by-examination or retroactive credit are
excluded from the reimbursement program. b. Calculation of the fee waiver will be made only after any University scholarships or other University fee waivers are applied. Credit hours completed according to criteria are paid first by scholarship or other funds specifically designated for payment of incidental fees. c. Any grade of “I” (Incomplete) will result in the loss of the fee waiver for that course until a regular grade is assigned. If the student completes the course receiving a grade of “C” or better, CR (Credit Only Course) or passing grade (Pass/Fail Course) by the end of the following regular academic semester, the fee waiver will be reinstated. The student must request the grade change verification from the Registrar’s Office be sent to Human Resources before the waiver is reinstated.

3. To receive this benefit, the employee must be employed regular full or part-time and must submit an online application, which is approved by their supervisor, on or before the first day of classes for the academic semester in which they are applying for a fee waiver. For the summer semester, the first day of classes will be considered the first day of pre-session summer courses. Applications for fee waivers submitted after the deadline will not be accepted. Employees who drop and/or add a course during an academic semester must inform their supervisor of the change.

4. Courses should not be scheduled during the employee’s scheduled work hours. Exceptions require the supervisor’s approval for up to six (6) credit hours during the employee’s scheduled work hours. Employee requests to take more than six (6) credit hours during a semester require the approval of both the employee’s supervisor and the division Provost or Vice President. Employees requesting to take classes during scheduled work hours should indicate on the fee waiver application form how the work hours missed will be made up such as; rescheduling the work to another time; using vacation leave time; or taking leave without pay. After appropriate approval the employee and supervisor must maintain written documentation of the rescheduled work time.

5. In the event that an employee’s supervisor denies an employee’s request to take up to six (6) credit hours during scheduled work hours, the employee may appeal that decision to the division Provost or Vice President. The decision of the Provost or Vice President shall be final and may not be a subject of the University grievance procedure.

6. When a supervisor requests that an employee enroll in a Southeast course which is directly related to assigned requirements, the time away from work shall be considered as part of the work schedule. Before requesting an employee to enroll in a course, the supervisor initiating the action should discuss with the appropriate Dean or Director the reason and justification for the request, as well as any budgetary implication.
7. An employee who resigns or whose employment is terminated during the course of the semester and who is using the tuition fee waiver will be charged the pro-rata remainder of the fees for the semester. The pro-rata fee will be calculated by full week (including finals week and breaks) remaining in the semester.

Enrollment in Cooperative Graduate (Doctoral and Masters) Credit Courses -

1. Full time and part-time regular employees (80% or more FTE) may enroll in cooperative graduate (doctoral and masters) coursework for reimbursement pursuant to the terms of a written agreement with Southeast Missouri State University.

The programs that are eligible will be approved by the Provost. An employee must obtain his/her supervisor’s approval, in writing, of the intent to enroll in coursework. The application form can be downloaded and printed from the Human Resources forms website at [http://www.semo.edu/pdf/old/HR_CoopGraduateReimbursement_2010.doc](http://www.semo.edu/pdf/old/HR_CoopGraduateReimbursement_2010.doc). Any rescheduled work time requires the consent of the supervisor and the appropriate Dean or Director. The employee should indicate on the Cooperative Graduate application form how the work hours missed will be made up such as; rescheduling the work to another time; using vacation leave time; or taking leave without pay. After appropriate approval, the employee and supervisor must maintain written documentation of the rescheduled work time. Employees should send the completed Cooperative Graduate Program Reimbursement Request Form to Human Resources.

2. Employees will be charged in accordance with the policies of the cooperative institution and will be reimbursed up to 70% of incidental fees for courses in which the student earns a B or better. In order to obtain the benefit, employees must provide Human Resources with evidence of the individual’s eligibility by the end of the first full month following the completion of the course. Evidence of eligibility includes the completed reimbursement request form, an itemized bill, a paid receipt, and a grade report.

3. All general and miscellaneous fees are the responsibility of the student. No such fees will be waived or reimbursed.

4. If enrolled in a doctoral program, per written agreement, the employee is required to remain employed with the University for two full years beyond the completion of the last course reimbursed. If the employee does not complete the service obligation to the University, the employee will be required to refund 100% of the total reimbursed portion paid by the University for the last two years from the date of the termination. No refund will be necessary should the employee be terminated by the University prior to the completion of the required service.
5. The privilege of being reimbursed for cooperative graduate credit courses is not available to spouses, dependents, or temporary employees.

6. These Operating Procedures are effective for courses taken May 1, 2003, or later.

**Dependent Tuition Reimbursement Program**

1. **Application Deadline:** In order to be eligible for this benefit, employee should complete and submit an online application no later than the first day of classes for the semester for which reimbursement is requested. If applying for reimbursement for courses to be taken throughout an entire academic year, the Dependent Tuition Reimbursement online application must be submitted no later than the first day of classes for the fall semester. Applications for the entire academic year or an individual semester received after the deadline dates will not be accepted.

   A. **Employee eligibility:**

      i. Employee must be employed at least halftime in one of the following employment categories on the first day of the semester and remain employed in an eligible category throughout the semester for which the reimbursement will apply:

         a. Regular or term staff
         b. Regular faculty
         c. Term faculty (must have a contract for the entire academic year)

      ii. Early or Regular Retiree defined as an employee who:

         a. Meets the age and years of service eligibility criteria in MOSERS at the time of termination of employment from Southeast Missouri State University and is eligible for and receiving a retirement benefit from University-provided retirement benefits.

         b. Is a College and Universities Retirement Plan (CURP) member age 57 or older with at least 5 years of service in CURP at the time of termination of employment from Southeast Missouri State University, or is at least age 48 with his/her age and years of service to the University equaling 80 or more at the time of termination of employment from Southeast Missouri State University.
iii. Non-eligible employment categories:
   
a. Graduate Assistants
b. Temporary staff or faculty, on-call staff
c. Part-time employees with employment status of less than 50%

B. Dependent eligibility:

i. A dependent is defined as a spouse or an unmarried child who receives at least half of his/her support from his/her parents, such as an employee’s/retiree’s son, daughter, stepson, or stepdaughter. A child of divorced or separated parents is treated as a dependent of both parents where (1) the parents are divorced, legally separated, or separated under a written separation agreement; (2) the child receives at least half of his/her support from his/her parents; and (3) the child is in the legal custody of one or both parents for at least half the calendar year

ii. A dependent child will be eligible to participate in the tuition reimbursement program through the end of the month in which he/she reaches age 25.

iii. A dependent must be a student enrolled in undergraduate courses and be in good standing at the University. College courses taken by dependents who are high school students or any courses taken for graduate credit are not eligible for reimbursement.

2. Financial Aid Calculation: Human Resources will verify eligibility and notify Student Financial Services of the applicable amount. Financial Aid calculations are made on the maximum reimbursement possible (estimates for following semester will be based on current semester enrollment). The reimbursement amount or financial aid amount may be subject to adjustments if an over-award occurs due to federal aid or University scholarship assistance. All tuition reimbursement benefits will be calculated after institutional scholarships and award amounts are applied.

3. Payment of Tuition: The dependent’s account must be paid in full by established deadlines (e.g., through the installment payment plan, pre-payments, or payments made in full). No reimbursement will be made through this program for classes that are dropped during the semester or in cases where the dependent withdraws from the University. In these situations, incidental and general fees for the classes will be subject to the University’s general refund policy.

4. Reimbursement of Tuition: At end of the semester, grades are reviewed and eligible hours are determined by Human Resources and provided to Student Financial Services. Only classes taken for credit toward a degree are eligible for reimbursement.
A. Reimbursement will be made at 50% of incidental and general fees upon completion of semester course work for each class in which the grade of “C” or better is attained; a “CR” for courses receiving credit is recorded; or, a passing grade is received for a course taken as “pass/fail”.

Exceptions are as follows:

i. Non-degree courses, credit-by-examination or retroactive credit are excluded from the reimbursement program.

ii. Calculation of the 50% reimbursement will be made only after any University scholarships or other funds specifically designated for the payment of incidental and general fees (tuition) are applied. Credit hours completed according to criteria are paid first by scholarship or other funds specifically designated for payment of incidental and general fees.

iii. Reimbursement of fees will be made only up to a cumulative total of 132 Southeast Missouri State University undergraduate hours per dependent.

   a. Any grade of “I” must be completed with a “C” or better by the end of the following regular academic semester or it will cease to be eligible for reimbursement. The student must request that grade change verification from the Registrar’s Office be sent to Human Resources before reimbursement can be made. Human Resources will contact Student Financial Services for determination of fee eligibility. Student Financial Services will transfer the payment to the student’s account.

   b. Reimbursement will be applied to the student’s account. If a credit balance is created, the student may request a refund by completing a Refund Request Form obtained from Student Financial Services.

5. **Appeals Process:** Appeals regarding eligibility should be made to the Assistant Director of Human Resources. Appeals regarding grades or financial aid status must be pursued through the University processes set up for these purposes. Any change of grade that qualifies a student for reimbursed tuition must be reported to Human Resources. The student can do this by obtaining a verification form completed by the Registrar’s Office and presenting the form to Human Resources. Any change of grade must be made by the end of the following semester or it will cease to be eligible for reimbursement.
Nursing Tuition Reimbursement Program -

Full time regular non-tenure track faculty in the Department of Nursing who wish to enroll in cooperative doctoral coursework (either PhD or DNP) for reimbursement should make that request according to the following criteria:

1. The cooperative institutions covered by this procedure for Nursing faculty are the University of Missouri-Columbia, University of Missouri-St. Louis, and St. Louis University.

2. 70% of tuition and general course fees will be reimbursed for courses in which the faculty member earns a B or better. Fees covered do NOT include health care, recreation center, student activity, information technology, or parking.

3. Courses for the programs must be taken so that they do not interfere with the faculty member’s ability to fulfill his/her teaching assignments. Failure of the faculty member to perform assignments at a level that meets the expectations of the Chair will result in the removal of the faculty member from the program and require repayment under provision number four above.

4. Reimbursement procedures:

   A. Faculty should send a formal Tuition Reimbursement Application to the Department Chairperson, accompanied by documentation of admission to an approved doctoral program and a tentative plan of study. The request will then go to the Dean of the College of Health and Human Services, the Provost, and then be forwarded to Human Resources.

   B. If the faculty request is approved by the Provost, the following details will be included in an agreement, provided by Human Resources, for signature by the faculty member and the Provost:

      i. For every six credit hours of reimbursement granted to the faculty member, he/she will remain employed for one semester at the University. For the purpose of this calculation, a remainder of less than six credit hours will require one additional semester of employment with the University.

      ii. The calculation of that employment requirement will begin with the first semester beyond the completion of the last course reimbursed.

      iii. Once the doctoral degree has been completed, the faculty member’s Regular Non-Tenure Track position will be changed to a Tenure Track position, beginning the next semester after official transcripts have been received by the University documenting the awarding of the doctoral degree.
iv. Faculty will be allowed six years from their entrance into this program to complete their doctorate. If they do not complete their doctorate within six years of entrance into the program, they will be required to reimburse the University for 25% of the funds received from this program and remain employed at the University for one semester for every six credit hours for which reimbursement was received. For the purpose of this calculation, a remainder of less than six credit hours will also require one additional semester of employment with the University.

v. The faculty member will receive an increase in base salary at the time of degree completion equivalent to the lowest salary of the doctorally-qualified assistant professors in the department, or the mean salary for beginning assistant professors in nursing at comparable institutions as published by CUPA, whichever is lower. This salary increase will be implemented at the beginning of the first semester following the University’s receipt of official transcripts showing the awarding of the doctoral degree.

vi. The faculty member’s timetable for tenure and promotion will begin in the first semester following the University’s receipt of official transcripts showing the awarding of the doctoral degree. RNTT faculty enrolled in this program may receive credit towards tenure and promotion for up to one year while in the program. Additional credit towards tenure and promotion may only be requested and granted at the time of initial appointment into a tenure-track position.

vii. If a faculty member participating in this process leaves University employment prior to completion for any reason other than academic restructuring, long-term disability from work, or death, he/she will be required to refund 100% of the total reimbursement amount paid by the University not relieved by the employee working one additional semester for every six credit hours. If he/she leaves University employment during the semesters of required post-doctoral employment, he/she will be required to refund 100% of the reimbursement for the semesters not yet repaid with employment.

viii. In order to be reimbursed, the faculty member must provide Human Resources with the completed reimbursement request form, an itemized bill, a paid receipt, and a grade report by the end of the first full month following the completion of the course(s).

5. The faculty member will be required to sign an agreement when beginning the program, authorizing the University to place on account any monies due the University in the event of the participant’s default under the terms of the agreement outlined above. This agreement will authorize the University to deduct up to 5% of the participant’s monthly pay gross pay until the debt is fulfilled. In the event that the participant leaves employment with the University, the agreement with authorize the University to
withhold all monies due under the agreement from the participant’s final check. The participant will be expected to make arrangements to repay any additional monies due on the University account. The agreement will also authorize the University to recoup any monies due on account through legal collection processes in the event of failure of the participant to repay monies due on account.

Workers' Compensation -

1. Workers’ Compensation for the University is administered by the Central Accident Reporting Office (C.A.R.O.) of the State of Missouri. As such, the University is obligated to follow procedures established by C.A.R.O. and Missouri State statutes.

2. Workers' Compensation provides for the payment of medical expenses and compensation to any state employee who is injured or who incurs an occupational illness in the course of his/her employment. If C.A.R.O. determines that the claim is not compensable (payable) by Workers' Compensation, the employee should process the claim with his/her health insurance, enclosing the letter of denial from the C.A.R.O. Office. If you wish to file an appeal, you may contact the Missouri Division of Workers’ Compensation.

3. Workers' Compensation also provides for death benefits should the accident or illness result in death.

4. State statutes determine the length of time the claim is eligible for payment. If the claim is approved, C.A.R.O. will pay the non-exempt employee two-thirds of his/her average weekly rate (based on the 13 weeks of pay, prior to week of injury) for lost time away from work due to work-related illness or injury. Exempt employees will receive compensation based on two-thirds of their annual salary. The University does not pay for hours charged to Workers’ Compensation.

   The law mandates a three-day waiting period before benefits are paid for work-related injuries or illnesses. Workers’ Compensation will provide compensation for the waiting period only if the period of disability lasts longer than 14 most often consecutive days.

5. Full time, part time, and temporary employees, students (while in an employment status), and recognized volunteers are covered by the Workers’ Compensation.

6. When the Injury Occurs – In the event of an on-the-job injury/illness, the employee and/or supervisor must contact C.A.R.O. at (800) 624-2354 to obtain the name of an authorized medical provider, prior to seeking medical treatment.
In the case of a medical emergency, if the injured employee can be safely transported in a private vehicle, the employee should be taken to the nearest medical facility. If the employee cannot be transported, call 911 immediately. After emergency transportation is arranged, contact the Department of Public Safety at 651-2215.

Employees and supervisors should be aware that actions and steps they take in an emergency situation must be dictated by the circumstances present at the time and that the welfare of the injured employee is always the primary concern.

7. Reporting the Claim – Work-related injuries or illnesses must be reported immediately to the supervisor. The supervisor is responsible for assuring that the Workers’ Compensation Reporting Packet is completed and sent to the Human Resources in a timely manner. The claim cannot be processed until the Reporting Packet is complete.

The Reporting Packet forms are required in order to process a claim. This packet includes the following forms:

- Workers’ Compensation Investigation Report – Supervisor Statement (completed by the supervisor)
- Employee Injury Report (completed by the employee)
- Authorization to Release Medical Records (completed by the employee)
- Vendor Input Form (completed by the employee)
- Witness Statement (completed by witness to incident, if applicable)

Current reporting packet information can be accessed from the following site: [http://www.semo.edu/hr/forms_list.html#Workers_Compensation](http://www.semo.edu/hr/forms_list.html#Workers_Compensation)

8. Non-exempt (hourly) employees should report lost time hours under Workers’ Compensation on the Bi-Weekly Timesheet. Exempt (salaried) employees should report lost time on the online Monthly Leave Timesheet.

Upon the employee’s timesheet being complete, Human Resources will report lost time to C.A.R.O. To assure that the employee will receive a full paycheck, Human Resources will adjust the employee’s pay for the additional one-third wage not covered under Workers’ Compensation. The one-third balance will be taken from the employee’s verified sick leave balance and will be processed in the following payroll. Sick leave may be used to augment Workers’ Compensation pay for the first three consecutive days an individual is off work. These days will be charged against the individual’s verified sick leave. The verified
sick leave code on online Bi-Weekly Timesheets and Monthly Leave Reports is “VSL.” Temporary employees and students are not eligible for paid sick leave.

**Early Return to Work (Workers' Compensation) -**

1. The early return to work program will be coordinated with the Central Accident Reporting Office (C.A.R.O.) of the Statewide Risk Management Office who is the University’s Workers Compensation insurer.

2. Employees who have had an on-the-job injury/illness may qualify for modified work if released with temporary restrictions to return to work by their treating physician. During the recovery process, it is not unusual for employees to have temporary work restrictions. These restrictions may prevent employees from performing some or all of the duties of their regular jobs.

3. If an employee is released by the treating physician for modified or restricted duty, the department head/supervisor must provide the employee with a temporary modified duty assignment. The purpose of the assignment is to assist the employee with the transition back to his or her regular job.

4. Modified duty is a temporary modification of the employee’s regular work based upon the treating physician’s written restrictions. The temporary restrictions are identified on the Early Return To Work – Physical Assessment form from C.A.R.O.

5. The employee’s department/supervisor must identify tasks that may be accomplished in a modified duty job that are consistent with the medical restrictions placed upon the employee. It is very important that the employee and the supervisor understand the restrictions placed upon the employee and that all work performed is consistent with those restrictions.

6. In identifying tasks that comprise the modified duty assignment, consideration should be given to the following:

   A. Focus on what the employee can do rather than the tasks that cannot be done.

   B. The value of the modified work to the total work of the unit.

   C. Tasks not being done by others at the present time.

   D. Jobs that are only being done on occasion.
E. Tasks now being performed by co-workers which, if assigned to an employee on modified duty, would allow co-workers time to accomplish additional work.

7. Modified or restricted duty may include reductions in the scope of the employee’s regular job or other tasks that are not normally part of the injured employee’s regular job. Examples of tasks that might be modified duty include, but are not limited to:

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<tr>
<td>Copying</td>
<td>Delivering supplies</td>
<td>Assembling packets</td>
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<tr>
<td>Filing</td>
<td>Performing inventories</td>
<td>Providing training</td>
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<tr>
<td>Reception duties</td>
<td>Developing flowcharts</td>
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<td>Data entry</td>
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<tr>
<td>Updating directories</td>
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<td>Composing and writing</td>
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8. The employee will receive his or her normal rate of pay during the modified duty period.

9. As required by the treating physician, the employee is required to provide to C.A.R.O. periodic updates of his or her condition. The treating physician must provide a new Early Return To Work – Physical Assessment form not less than every thirty (30) days.

10. It is essential that the employee and the supervisor review the modified duty assignment not less often than weekly. As the employee’s treatment progresses, the restrictions will likely change. By completing these reviews, a determination can be made if the employee is able to perform more of his or her regular job duties.

11. The modified duty assignment is intended to be temporary. It is limited to sixty (60) days with a maximum of one thirty (30) day extension. Because each situation is likely to be unique, if an extension is needed, a decision to do so will involve coordination between the employee’s department, C.A.R.O., the treating physician, and Human Resources.
12. If a temporary modified duty position cannot be structured or found within the employee’s department, the Executive of the division where the employee normally works will assign the employee to a modified duty position within his or her division. If this occurs, the employee’s department’s budget will still be charged for the employee’s salary and benefits and the employee’s regular department will be responsible for resolving any personnel issues that may arise.

13. If the modified duty restrictions call for a reduced work schedule, the employee must schedule continuing physician’s or physical therapy visits during the time when he or she is not at work. Additionally, scheduling of non-emergency family medical or other business is to occur during non-work hours.

14. Employees who are released by their treating physician for modified duty will be provided with a modified duty letter of offer. Employees who decline offers of modified duty may cease to be eligible for continued lost time payments from C.A.R.O., although they may be eligible for Family and Medical Leave that may be with or without pay.

15. If an employee refuses an offer of modified duty, the employee may request to use other types of paid or unpaid leave in accordance with University Operating Procedures. If other paid or unpaid leave is not available or approved, then the employee who refused the offer of modified duty will be considered to have voluntarily resigned his or her employment.

16. The early return to work program will be operated in conjunction with the Family and Medical Leave Act and the Americans with Disabilities Act requirements. The interplay of these laws and their regulations with Workers Compensation and early return to work can be very complex. Questions about these matters may be referred to Human Resources.