

Sample HR Policy Pertaining to Guard/Reserve Employees

1. General. It is the policy of XYZ Corporation to fully comply with state and federal laws, rules, and regulations governing the employment, reemployment, and career opportunities of XYZ Corporation employees who are members of Reserve Components of the United States Armed Forces. In the case an applicable law conflicts with the stated Human Resource policy of XYZ Corporation, the applicable law shall take precedence.

2. Applicability. This policy shall apply to the following categories of XYZ Corporation employees for all types and categories of military service, whether perform voluntarily or involuntarily, in a training, inactive duty, or active duty status:

- Full and part time employees paid under hourly or salary pay scales.
- Members of the Selected Reserve, members of the Individual Ready Reserve, members of the Inactive National Guard, members of the Public Health Service, and to persons who serve as Intermittent Disaster Response Appointees (IDRAs).
- Any XYZ Corporation employee undergoing Military Entrance Processing prior to enlistment or commissioning as a member of a group covered under this policy and for individuals entering Active Military Service.
- Limited-term contracted employees of the XYZ Corporation for the term of the contract. If the term of employment ends during a period of military duty or service, the individual will no longer fall under this policy.

3. Prohibited Actions. The following prohibited actions are criminal offenses under Chapter 29A of the Iowa Code, and will not be tolerated by the XYZ Corporation. *(Optional) Individuals who take prohibited actions are subject to disciplinary action and termination from employment.*

- No employee of the XYZ Corporation shall discriminate against a XYZ Corporation employee covered under this policy in actions involving employment, reemployment, or career opportunities based on the employee's membership in a group covered under this policy.
- No officer or agent of the XYZ Corporation shall discharge a XYZ Corporation employee covered under this policy because of his/her membership in or performance of military service.
- No officer or agent of the XYZ Corporation shall hinder or prevent a XYZ Corporation employee covered under this policy from performing his/her military duty or service.
- No officer or agent of the XYZ Corporation shall dissuade a XYZ Corporation employee covered under this policy from enlisting or accepting a commission in a group covered under this policy by threat of loss of employment.

4. Military Leaves of Absence. Consistent with applicable laws, any XYZ Corporation employee performing military duty or service shall be placed in Military Leave of Absence status for the duration of the period of military duty or service. Periods of Military Leaves of Absence shall not count as an absence under the XYZ Corporation Attendance Policy.

5. Eligibility. In order to be eligible for reemployment rights under state and federal laws and this policy, a XYZ Corporation employee who is concurrently a member of a group covered under this policy must:

- Have given notification of military duty or service in accordance with state and federal law and paragraph 6 of this policy.
- Have served in an honorable condition in accordance with state and federal law.
- Have not exceeded the five-year cumulative limit on military leaves of absence defined in accordance with state and federal law.
- Have applied for reemployment in accordance with state and federal law and paragraph 8 of this policy.

6. Notification of Military Duty Requirements. It is the responsibility of each XYZ Corporation employee who is concurrently a member of a group covered under this policy to notify his/her first-line supervisor, manager, or worksite Human Resource Department of upcoming military duty or service obligations. This notification may be in writing or may be given orally. However, to avoid confusion and potential conflicts, it is recommended that it be given in writing. This notification must be provided in as much in advance of the upcoming military duty or service obligation as possible. Drilling Reservists and Guard members are requested to provide a copy of their Drill and Annual Training schedule to their first-line supervisor, manager, or worksite Human Resource Department once they receive it from their unit.

7. Use of Vacation Days. No XYZ Corporation employee who is concurrently a member of a group covered under this policy shall be required to use vacation days during periods of military duty or service. However, XYZ Corporation employees may elect to use vacation days during periods of military duty or service.

8. Application for Reemployment. In accordance with state and federal law, a XYZ Corporation employee returning to work from any period of military duty or service is required to apply for reemployment in accordance with the following criteria:

- For periods of service less than 31 days: Report to your worksite or work location on the regularly scheduled workday or shift following the last day of military duty or service and allowing for safe travel and eight hours rest. A formal oral or written application for reemployment is not required.
- For periods of service greater than 30 days but less than 181 days: Notify your first-line supervisor, manager, or worksite Human Resource Department orally or in writing within 14 days of the last day of military duty or service of your intent to return to work. Your first-line supervisor, manager, or worksite Human Resource Department will ensure you are placed on the work schedule in a timely manner.

- For periods of service greater than 180 days: Notify your first-line supervisor, manager, or worksite Human Resource Department orally or in writing within 90 days of the last day of military duty or service of your intent to return to work. Your first-line supervisor, manager, or worksite Human Resource Department will ensure you are placed on the work schedule in a timely manner.

9. Failure to apply for Reemployment. Employees of the XYZ Corporation who fail to apply for reemployment in accordance with state and federal law and this policy are subject to the XYZ Corporation Attendance Policy and the XYZ Corporation may take disciplinary action in accordance with the Attendance Policy to include termination for excessive absences.

10. Positions of Reemployment. In accordance with state and federal law, the XYZ Corporation will reemploy employees returning to work from any period of military duty or service in the position they held prior to the period of military duty or service or the position they would have attained had they not performed military duty or service. If, due to reorganization or elimination of positions, an employee performing military duty or service's position no longer exists, they will be placed into a position of equal pay, status, and seniority they would have attained had their employment been continuous.

11. Continuation of Benefits. In accordance with state and federal law, employees on a Military Leave of Absence will continue to accrue seniority and benefits based on seniority. The XYZ Corporation will continue employee and family medical benefits for any period of military duty or service of less than 31 days. For periods of military duty or service greater than 30 days, the XYZ Corporation will offer the employee the opportunity to continue medical coverage at a rate of 102% of the total policy cost. Company-paid medical coverage will be reinstated effective the date of reemployment.

11. Continuation of Benefits (Optional). *In accordance with state and federal law, employees on a Military Leave of Absence will continue to accrue seniority and benefits based on seniority. The XYZ Corporation will continue employee and family medical benefits for all periods of military duty or service.*

12. Continuation of Pay. In accordance with state and federal law, hourly employees of the XYZ Corporation are placed on an un-paid Military Leave of Absence during periods of military duty or service.

In accordance with the Fair Labor Standards Act (FLSA), Salaried employees of the XYZ Corporation will be placed on a paid Military Leave of Absence as long as the employee was present for work during at least one day during the pay period. A salaried employee of the XYZ Corporation will be placed on an un-paid Military Leave of Absence if he/she are performing military duty or service during all regularly scheduled workdays during the pay period.

12. Continuation of Pay (Optional). *The XYZ Corporation grants each hourly employee 80 hours of Paid Military Leave. While these hours are typically used during periods of Annual Training, they may be used by a XYZ Corporation employee at their discretion during any period of military duty or service. During all other periods of military duty or service, hourly employees of the XYZ Corporation will be placed on an un-paid Military Leave of Absence.*

In accordance with the Fair Labor Standards Act (FLSA), Salaried employees of the XYZ Corporation will be placed on a paid Military Leave of Absence as long as the employee was present for work during at least one day during the pay period. A salaried employee of the XYZ Corporation will be placed on an un-paid Military Leave of Absence if he/she are performing military duty or service during all regularly scheduled workdays during the pay period.

12. Continuation of Pay (Optional). The XYZ Corporation grants each hourly employee 80 hours of Paid Military Leave. While these hours are typically used during periods of Annual Training, they may be used by a XYZ Corporation employee at their discretion during any period of military duty or service. During periods of mobilization or when ordered to duty during war or national emergency, a XYZ Corporation employee who is concurrently a member of a group covered under this policy will be placed on a paid Military Leave of Absence at an hourly rate equal to the difference between the employee's XYZ Corporation hourly rate and his/her hourly military pay as determined by dividing the employee's monthly military basic pay by 160. If the employee's hourly military pay is greater than the employee's XYZ Corporation hourly rate, the employee will be placed on a paid Military Leave of Absence, but will not receive a pay differential. During all other periods of military duty or service, hourly employees of the XYZ Corporation will be placed on an un-paid Military Leave of Absence.

In accordance with the Fair Labor Standards Act (FLSA), Salaried employees of the XYZ Corporation will be placed on a paid Military Leave of Absence as long as the employee was present for work during at least one day during the pay period. During periods of mobilization or when ordered to duty during war or national emergency, a salaried XYZ Corporation employee who is concurrently a member of a group covered under this policy will be placed on a paid Military Leave of Absence at a salary equal to the difference between the employee's XYZ Corporation salary and his/her military basic pay. If the employee's hourly military pay is greater than the employee's XYZ Corporation hourly rate, the employee will be placed on a paid Military Leave of Absence, but will not receive a pay differential. During all other periods of military duty or service, a salaried employee of the XYZ Corporation will be placed on an un-paid Military Leave of Absence if he/she are performing military duty or service during all regularly scheduled workdays during the pay period.

13. Release for Military Duty or Service. XYZ Corporation employees with military duty or service commitments will be released from work to allow for ample time to prepare for their military duty or service and to travel to the place of military duty or service.

14. Responsibility for substitute workers. It is the responsibility of the first-line supervisor, manager, or worksite Human Resource Department to schedule substitute workers while an employees is on a Military Leave of Absence.

15. Payment of bonuses and incentives. XYZ Corporation employees who are concurrently a member of a group covered under this policy shall be eligible for XYZ Corporation bonuses and incentives under the following rules:

- **Bonuses and incentives paid to hourly employees based on actual hours worked: XYZ Corporation employees performing military duty or service do not accrue hours towards payment of hourly bonuses and incentives.**

- **Bonuses and incentives paid to hourly employees based on seniority: XYZ Corporation employees performing military duty or service continue to accrue seniority towards payment of seniority-based bonuses and incentives.**
- **Bonuses and incentives paid to salaried employees: All XYZ Corporation bonuses and incentives for salaried employees are based on seniority. Salaried Employees performing military duty or service continue to accrue seniority towards payment of seniority-based bonuses and incentives.**

16. Protection from Discharge. In accordance with federal law, no employee of the XYZ Corporation having returned from a period of military duty or service greater than 30 days, but less than 181 days, shall be discharged from employment with the XYZ Corporation within the first six months after being reemployed by the XYZ Corporation, except for cause. No employee of the XYZ Corporation having returned from a period of military duty or service greater than 180 days, shall be discharged from employment with the XYZ Corporation within the first year after being reemployed by the XYZ Corporation, except for cause.

17. Notification of Protections under USERRA. In accordance with federal requirements, each work location within the XYZ Corporation will prominently display an approved Notification of Protections under USERRA poster. Posters are available through the XYZ Corporation Human Resources Office, the Department of Labor website at: <http://www.dol.gov/osbp/sbrefa/poster/main.htm>, the Iowa Committee for ESGR website at: www.iowaesgr.org, or by contacting the Iowa Committee for ESGR at 515-252-4192.

18. Resignation of Employment. No XYZ Corporation employee, upon notification to his/her first-line supervisor, manager, or worksite Human Resource Department of upcoming periods of military duty or service, shall be required to submit a letter of resignation to XYZ Corporation. Further, in that reemployment rights are not waivable, voluntary letters of resignation submitted by an employee prior to a period of military duty or service, or other notification of resignation based on pending military duty or service, will not be accepted. Individuals will be automatically placed on a Military Leave of Absence until their reemployment by XYZ Corporation or expiration of their reemployment rights.