

**ARTICLE 17
MILITARY LEAVE**

A. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

1. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave.

2. Eligibility For Pay

An employee granted leave for military reserve training is entitled to receive regular University pay for up to 30 calendar days, but not to exceed the actual period of active duty for training, provided:

- a. The employee has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- b. Such payment, in addition to University payment for extended military leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

3. The University may require verification of an employee's military orders.

4. Part-Time Employee

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

5. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

6. Benefits

- a. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
- b. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

B. EXTENDED MILITARY LEAVE

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section B, leave shall be granted for a period up to six months from the date of release from duty.

3. Eligibility for Pay

An employee granted extended military leave is entitled to receive regular University pay for the first 30 calendar days of leave provided:

- a. The employee has at least 12 months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
- b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

4. The University may require verification of an employee's military orders.

5. Benefits

An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee

may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.

6. Sick leave credit shall be retained on the records.
7. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
8. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.
9. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (see section B.10). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

10. Probationary Employee

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

- a. If the probationary employee served in active military service for a period of thirty (30) days or less, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- b. If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

11. Reinstatement

- a. Following release from active duty, an employee granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave.

C. EMERGENCY NATIONAL GUARD LEAVE

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in section B.

2. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed 30 calendar days in any one fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examinations.

3. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

4. Reinstatement

a. Following release from active duty, an employee granted leave for emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.

b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

D. PHYSICAL EXAMINATION

1. Military leave with pay shall be granted to an employee in accordance with A.2.b. and B.3.b., regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require verification of an employee's military orders to report for a physical examination.

2. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation or accrued compensatory time off.

E. DEFENSE WORK

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency. An employee granted such leave shall be eligible for the benefits set forth in sections B.5.-10 of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for 30 calendar days' pay for military leave.