

## **ARTICLE 21 MILITARY LEAVES**

### **A. GENERAL PROVISIONS**

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave, and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders for leaves of thirty (30) or more days.

### **B. ELIGIBILITY FOR PAY AND BENEFITS**

#### **1. General Provisions**

An employee granted reserve training leave for inactive duty, temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>; October 1<sup>st</sup> through September 30<sup>th</sup> at LBNL), but not to exceed the actual period of service, provided:

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- b. Such payment for reserve training, temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>; October 1<sup>st</sup> through September 30<sup>th</sup> at LBNL).

#### **2. Part-Time Employee**

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

**3. Ineligible Employee**

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

**4. Service Credit And Benefits**

An employee on temporary military leave for active-duty training or extended military leave, 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 shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 43 - Vacation Leave, Article 39 - Sick Leave, and Article 12 - Holidays. 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. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for the time period outlined under the University's group insurance regulations.

**C. RESERVE TRAINING LEAVE FOR INACTIVE DUTY**

Reserve training leave for inactive duty shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, must perform inactive duty such as weekly or monthly meetings or weekend drills.

**D. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING**

Temporary military leave for active-duty training shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, is ordered to full-time active military duty for training for a period not to exceed 180 days, including time spent traveling to and from such duty.

**E. EXTENDED MILITARY LEAVE**

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 more than one-hundred eighty (180) days.

**1. 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, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

**2. Service Credit And Benefits**

An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days 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 in the previous one-hundred eighty (180) day period. Sick leave credit shall be retained on the records.

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

**F. EMERGENCY NATIONAL GUARD LEAVE**

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty during a state of emergency by proclamation of the Governor of the State of California. 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 D.

**1. 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 thirty (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 reserve training leave, temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

**2. 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 service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 43 - Vacation, Article 39 - Sick Leave and Article 12 - Holidays.

**G. PHYSICAL EXAMINATION**

1. Military leave with pay shall be granted to an employee in accordance with Section 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.
2. Time off for other physical examinations in connection with military service may be charged to accrued sick leave, accrued vacation leave, or accrued compensatory time off, or shall be without pay.

**H. REINSTATEMENT**

Following release from military service, an employee 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. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave as provided by the Agreement.