

ARTICLE 21 MILITARY LEAVE

A. GENERAL PROVISIONS

A nurse 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 nurse 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 a nurse's military orders.

B. ELIGIBILITY FOR PAY AND BENEFITS

A nurse 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, but not to exceed the actual period of service, provided:

1. The nurse 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
2. 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.
3. **Part-Time Nurse** - An eligible part-time nurse 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.
4. **Ineligible Nurse** - A nurse 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.
5. **Service Credit and Benefits** - A nurse 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 nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such nurse shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays. If on pay status, provided that the nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the nurse 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 nurse's request and expense for a limited period of time as outlined under the University's groups 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 nurse 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 one hundred eighty (180) days, including time spent traveling to and from such duty.

E. EXTENDED MILITARY LEAVE

Extended military leave shall be granted to a nurse 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 one-hundred eighty (180) days.

1. **Period of Leave** – A nurse shall be granted extended military leave for the initial period of enlistment, service, or tour of duty. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the nurse requests such extension.
2. **Service Credit and Benefits** – A nurse 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, a nurse 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.
3. Sick leave credit shall be retained on the records.
4. **Probationary Nurse** – A nurse 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 nurse served in active military service for a period of more than thirty (30) days, but less than 181 days, s/he 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 nurse served in active military service for a period in excess of one-hundred eighty (180) days, s/he shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

F. EMERGENCY NATIONAL GUARD LEAVE

Military Leave shall be granted to a nurse who as a member of the National Guard is called to active duty by proclamation of the Governor of the State of California during a state of emergency. A nurse 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 §D., or for the period required to perform National Guard Duty service, whichever is greater.

1. **Eligibility for Pay** – A nurse 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 (1) fiscal year. A nurse is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
2. **Benefits** – A nurse on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an nurse is on pay status. If not on pay status, the nurse shall receive length-of-service credit, provided that the nurse returns to University service immediately after the emergency service is over. Such nurse shall accrue vacation and sick leave and receive holiday pay in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays.

G. PHYSICAL EXAMINATION

Military leave with pay shall be granted to a nurse in accordance with §B.2., regardless of length of service, when the nurse 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.

1. 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.
2. The University may require verification of a nurse's military orders to report for a physical examination.

H. REINSTATEMENT

Following release from military service, a nurse 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 nurse applies for reinstatement. Upon reinstatement, a nurse shall receive salary range adjustments and other terms and conditions applicable to the nurse's position during the military leave as provided by the Agreement.