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**Human Resources**

**AP 6346 EMPLOYEES CALLED TO MILITARY DUTY**

**References:**

Military and Veteran's Code Sections 389 et seq.; Education Code Sections 87018, 87700, 87832, and 88116;  
38 U.S. Code Sections 4301 et seq.  
Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)  
Uniformed Services Employment and Reemployment Rights Act (USERRA)

The following applies to any District employee, academic or classified, who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of any branch of the military service, during any period of national emergency declared by the President of the United States or during any war in which the United States of America is engaged.

**Leave**

Upon presentation of a copy of orders for active duty in the Armed Forces, the National Guard, or the Naval Militia, the District shall grant a military leave of absence for the period of active duty specified in the orders, but not to exceed five years for a permanent, probationary, or exempt employee, or for the remainder of a limited-term employee's appointment or a temporary employee's appointment.

**Salary**

Any District employee called to active duty who has been in the service of the District for at least one year will continue to receive his or her salary for the first thirty (30) calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first thirty (30) calendar days of active service regardless of length of service with the District. With respect to an employee serving in an academic position, the 30 days shall be deemed to be one-tenth of the annual salary established for the position. With respect to an employee serving in a classified position, the 30 days shall be deemed to be one month's salary.

In addition, the District may provide for not more than 180 calendar days as part of the employee's compensation all of the following:

- The difference between the amount of his or her military pay and allowances and the amount the employee would have received as an employee, including any merit raises that would otherwise have been granted during the time the individual was on active military duty.

- All benefits that he or she would have received had he or she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.

Employees returning from military leave shall have their salary adjusted to reflect salary increases that are not based on merit.

#### Health Benefits

An employee on military leave for less than 31 days shall continue to receive health insurance benefits.

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), continuation of health benefits is available to employees on leave for longer than thirty (30) days. This federal law recognizes that under the USERRA (Uniformed Services Employment and Reemployment Rights Act), service members who leave work to perform military service have the right to continue their existing employer based health plan coverage for a period of time while in the military and that such employees are entitled to reinstatement in the employer based health plan upon reemployment without a waiting period.

Military leave is a qualifying event that allows for continued coverage, at the employee's expense, for themselves and their eligible dependents for a maximum period of eighteen (18) months.

#### Vacation and Sick Leave

Employees on military leave accrue any benefits the District provides to other employees, e.g. if employees on other approved leaves are permitted to accrue vacation or sick leave, employees on military leave will do so as well.

Employees on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.

Any employee on temporary military leave for training who has worked for the District for at least one year shall continue to accrue vacation, sick leave, and holiday privileges up to a maximum period of 180 days.

#### Reinstatement

An employee on active duty military leave shall be entitled to return to the position held by him or her at the time of his or her entrance into the service within six months after the employee honorably leaves the service or is placed on inactive duty.

In the case of a contract academic employee, absence on military leave shall not count as part of the service required for the acquisition of tenure, but the absence shall not be construed as a break in the continuity of service. If the employee was employed by the District for more than one year, but had not yet become a regular academic employee of

the District, he or she is entitled to return to the position for the period of time his or her contract of employment had to run at the time he or she entered military service.

Absence on military leave shall not be construed as a break in the continuity of service.

See also Board Policy and Administrative Procedure 6340, titled Leaves.

Office of Primary Responsibility: Vice Chancellor, Human Resources & Employee Relations

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