

## UNIFORMED SERVICES LEAVE

The Evansville Community School District recognizes the important role filled by employees who are also members of the United States Armed Forces. The District will approve absences from employment for military service and will maintain its support for continued employment in accordance with federal and state guidelines. This policy provides guidance and clarification to employees who are required to fulfill their military obligations.

### Definitions

#### Active Duty Training

Active duty training (hereinafter “ADT”) shall refer to any period of time during which a member of a reserve component of the United States Armed Forces is placed in active duty status for the purpose of receiving training, either individually, or as a member of a military unit. As an example, a member of a reserve unit of the U.S. Army might attend a two-week period of annual training while in ADT status.

#### Inactive Duty Training

Inactive duty training (hereinafter “IDT”) shall refer to any period of time during which a member of a reserve component of the United States Armed Forces shall participate in training, either individually, or as a member of a unit, but during which the member is not placed in active duty status. As an example, a member of a Wisconsin Air National Guard unit might attend a weekend drill while in IDT status.

#### Initial Active Duty Training

Initial active duty training (hereinafter “IADT”) shall refer to that period of time during which a member of the United States Armed Forces completes basic training, and qualifies for his or her first military occupational specialty (referred to as “Military Occupational Specialty” by the U.S. Army; “Rate Training” by the U.S. Navy; and “Air Force Specialty” by the U.S. Air Force). Additionally, the term IADT may include any other training participated in by the member of the United States Armed Forces prior to being released from IADT. As an example, a service member might, while in IADT status, attend U.S. Army basic training, airborne training, and be trained in a military occupational specialty.

#### Military Leave

Military leave shall refer to any period of Military Service Leave or Short-Term Military Training Leave, as defined in this policy.

#### Military Pay

The military pay of the employee, while performing ADT, shall include the employee’s Basic Pay, and Basic Allowance for Quarters. The District shall not be responsible for any per diem allowance, mileage, or expense reimbursements.

### Short-Term Military Training Leave

The District will grant unpaid Short-Term Military Training Leave to its employees who are members of a reserve component of the United States Armed Forces, in accordance with state and federal law.

### Military Service Leave

Employees of the District, who are members of a reserve component of the United States Armed Forces, who are ordered to active duty; or employees of the District who are inducted into any component of the United States Armed Forces; are entitled to a military service leave of absence without pay, loss of time, or efficiency rating, in accordance with federal and state laws. The maximum length of military service leave shall also be in accordance with federal and state laws. Currently, federal law provides that employees are entitled to a cumulative total of five (5) years of military service leave, per employer, and excludes certain periods of time from the cumulative total. Additionally, the District Administrator or designee or his/her designee, may grant extensions of military service leave beyond the minimum length protected by federal and state law.

### Pay and Benefits During Military Leave

No salary or monetary compensation shall be paid to any employee during a period of military leave, nor shall any claim for salary or monetary compensation during a military leave of absence exist, except as provided for by law, or as provided for by the Short-Term Military Leave section of this policy.

Employees granted military leave shall be entitled to participate in all benefit plans in accordance with federal and state law. Presently, federal law provides that an employee who is absent from a position of employment for more than thirty (30) days, for reason of service in the United States Armed Forces, may elect to continue to participate in any health benefit plan for up to eighteen (18) months. Such an employee may not be required to pay more than 102% of the full premium under the plan. Federal law also provides that such an employee who is absent for less than thirty-one (31) days cannot be required to pay more than the normal employee share of any health benefit premium.

Currently, federal law also states that an employee granted military service leave shall be treated as not having incurred a break in service with an employer who maintains an employee pension benefit plan, under any state law governing pension benefits for governmental employees. Presently, the Wisconsin Retirement System (hereinafter "WRS") interprets federal law to require the District to report to WRS the amount of earnings that the employee would have received if the employee had remained employed, and to remit contributions on those earnings. Further, federal law also currently provides that an employee is entitled to make employee elections or deferrals for a period of time upon the return of the employee to employment. Further, federal law also currently requires the District to make additional contributions that are contingent upon such employee elections or deferrals, if the employee makes such elections or deferrals within the permitted time period.

Finally, the Department of Labor currently interprets federal law to require the District to recognize a period of military leave as time spent in the service of the District for the purpose of determining the rate at which an employee accrues vacation leave. However, the Department of Labor does not interpret federal law to require the District to grant an employee accrued vacation time that the employee would have earned during that period.

### **Notice of Order to Report for Duty**

Employees shall submit to the Business Office a copy of their Order to Report for Duty, or other documentation of a period of military service as soon as practicable. Currently, federal law provides that such notice need not be given if precluded by military necessity, or if, under the circumstances, the giving of such notice is otherwise impossible or unreasonable.

### **Re-Employment**

Employees who have been granted military leave will be re-employed upon their release from the United States Armed Forces in a position of like seniority, status, pay, and salary, provided that all requirements of state and federal law are met, and that no applicable exception exists. Currently, federal and state law generally entitles an employee to re-employment if:

1. The employee presents to the employer evidence of satisfactory completion of the period of service, or of discharge from the United States Armed Forces under conditions that are other than dishonorable;
2. The employee is qualified to perform the duties of the position;
3. The employee makes an application for re-employment and resumes work in accordance with the procedural requirements of federal and/or state law;
4. The employer's circumstances have not so changed as to make it impossible or unreasonable to restore the person to the position; and
5. The military service leave was not for a period greater than allowed for by federal and/or state law.

Legal Ref.: Sections 111.32 Wisconsin Statutes (Fair Employment: Definitions)  
United State Code 38, Section 4301