

POLICY

Spencerport Central School District

2003

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Personnel

SUBJECT: MILITARY LEAVES OF ABSENCE

The District, upon advance notice by the employee, shall grant military leaves of absence to full and part time employees who are ordered to duty or volunteer for qualifying military service. No advance notice is required if military necessity prevents the giving of notice; or the giving of notice is otherwise impossible or unreasonable. The law does not require or authorize the granting of military leaves of absence by employers for temporary employees.

Employment Rights

Time during which an employee is absent pursuant to military leave shall not constitute an interruption of continuous employment in the District and no such employee shall be subjected, directly or indirectly, to any loss or diminution of service time; increment; vacation or holiday privileges; or any other right or privilege, by reason of such absence; or be prejudiced by reason of such absence with reference to continuation in employment, reemployment, reinstatement, transfer, or promotion.

Salary

Every employee shall be paid his/her salary or other compensation for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of 30 days or 22 working days, whichever is greater, in any one calendar year; and not exceeding 30 days or 22 working days, whichever is greater, in any one continuous period of such absence.

Employee Benefits

Health Insurance

The District will continue an employee's health insurance coverage for no less than 30 days as if the service member had remained employed (i.e., if the military service was for 30 or fewer days, the employee cannot be required to pay more than the normal employee share of any health insurance premium). The District must offer COBRA-type coverage for at least 18 months pursuant to law after the termination of the employee's health insurance coverage. A waiting period or exclusion cannot be imposed upon reinstatement if health coverage would have been provided to the employee had the employee not been absent for military service.

Pension/Retirement Plans

While on military duty, any District employee who is a member of any pension or retirement system may elect to contribute to such pension or retirement system the amount which he/she would have contributed had such employment been continuous. Upon making such contribution, the employee shall have the same rights in respect to membership in the retirement system as he/she would have had if the employee had been present and continuously engaged in the performance of his/her position. To the extent that such contributions are paid, absence while engaged in the performance of military duty shall be counted in determining the length of total service under such pension or retirement system.

Alternatively, employees will have an opportunity to make up contributions to the pension or retirement system upon return to employment in the District in accordance with law and the individual employee's pension/retirement system.

Time during which an employee is absent on military duty shall not constitute an interruption of continuous employment, but such time shall not be counted or included in determining the length of total service in the pension or retirement system unless such employee contributes to the retirement system the amount he/she would have been required to contribute if the employee had been continuously employed during the period of military leave.

Reemployment/Restoration Rights

Employee absences for military duty shall be deemed a leave of absence and shall not constitute an interruption of employment. Consequently, such District employees shall be reinstated to a position within the same certification area or title as soon as possible in accordance with applicable law.

Further, an employee shall be entitled to the rate of compensation he/she would have received had the employee remained in his/her position continuously during the period of military duty and shall not be subjected, directly or indirectly, to any loss of service time, increment or any other right or privilege. Moreover, an employee shall not be prejudiced in any way because of such absence with reference to promotion, transfer, reinstatement or continuous employment.

All other rights and responsibilities of a District employee's call to military duty shall be in accordance with law.

Probationary Service

Teachers

Where a teacher enters military duty before the expiration of the probationary period to which he/she may have been appointed, the time the teacher is absent on military duty shall be credited as satisfactory service during this probationary period. If the end of such probationary service occurs while the teacher is on military duty or within one year following the termination of military duty, the period of the probationary service may be extended by the Board of Education for a period not to exceed one year from the date of termination of military duty. However, in no event shall the period of probationary service in the actual performance of teaching services extend beyond that required by the District at the time of the teacher's entry into military service.

Non-Teaching Employees

If a public employee enters military duty before the expiration of the probationary period in any position to which he/she may have been appointed, or to which he/she may thereafter be appointed or promoted, the time such employee is absent on military duty shall be credited as satisfactory service during such probationary period.

The Uniformed Services Employment and
Reemployment Rights Act of 1994 (USERRA)
38 United States Code (U.S.C.) Sections 4301-4333
Military Law Section 242, et. al.
Military Law Section 243, et. al.

Adopted: 6/24/03