

Personnel

Leave of Absence - Military Duty

Any employee, other than a temporary employee, who is called to or volunteers for active military duty, and any military reservist called for active military duty or active training, shall be treated as if he or she is on a leave of absence during the tour of duty. Upon return, the employee shall be reemployed in his or her former job or a job of like seniority, status, and pay, provided the employee applies for a position within 90 days of honorable discharge or within 90 days of release from hospitalization for a period of not more than one year or, in the case of a reservist called for active duty, within 31 days of honorable discharge or discharge from hospitalization; or one year after the employee's schedule release from training, which ever is earlier. The employee shall also be entitled to participate insurance and other benefits that are available to employees on leave of absence. The employee shall not be discharged without cause within one year after restoration of employment, except that a reservist shall not be discharged without cause within 6 months after restoration of employment.

Any such employee who returns disabled from active military service and is unable to serve in his or her original position, but who is otherwise qualified for another position, shall be rehired to a position that is as close as possible in seniority, status and pay as the position to which he or she otherwise would have been entitled.

Any teacher who is a member of an armed forces reserve unit which is activated during the school year and who is required to enter into active military service duty shall continue to receive his or her salary for the first 2 weeks of active duty. The teacher shall return to the District such portion of his or her salary as is equal to the payment received for such 2-week period from his or her armed forces reserve unit. All payments received by the teacher which are allocable to non-school days or which constitute a travel, meal, housing allowance, shall be excluded from such refund.

The contractual continued service status of a teacher shall not be affected while he or she is on active military service duty. The teacher shall continue to receive service credit earned for requirements of promotion, incremental increase in salary, leaves of absence, and other privileges based on an established period of service or employment.

This policy shall be construed in accordance with applicable federal and State statutes, ordinances, rules and regulations, as amended from time to time.

LEGAL REF.: 105 ILCS 5/10-20.7 [Ill. Rev. Stat., ch. 122, ¶ 10-20.7].
105 ILCS 5/24-13 [Ill. Rev. Stat., ch. 122, ¶ 24-13].
105 ILCS 5/24-13.1 [Ill. Rev. Stat., ch. 122, ¶ 24-13.1].

Adopted: January 19, 1995