

FACULTY ASSOCIATION OF THORNTON TOWNSHIP HIGH SCHOOLS DISTRICT 205 SICK LEAVE BANK POLICY

1. The intent of this policy is to provide extended sick leave to Faculty Association Members, as defined in its bylaws, who incur a period of prolonged illness, injury, or disability (hospitalization). Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family.

Faculty Association Members, as defined in its bylaws, may use the Sick Leave Bank for temporary, emergency care of ill or injured members of the immediate family for a maximum of 15 consecutive days per year. The immediate family, for the purpose of this section, shall include:

- parents/legal guardians
- spouse
- children/adopted children
- civil union or same-sex domestic partner

In order to utilize the Sick Leave Bank benefits in the case of a civil union or domestic partnership, the Faculty Association Member's, as defined in its bylaws, civil union or domestic partner must:

- A. be age 18 or older and mentally competent to consent
- B. have lived with the Faculty Association Member, as defined in its bylaws, for at least six months and intends to remain so indefinitely
- C. not be legally married or in a civil union or domestic partnership with anyone else
- D. not be related to the Faculty Association Member, as defined in its bylaws, by blood to a degree of closeness which would prohibit legal marriage in the state of residence
- E. would marry and establish a legally recognized civil union or domestic partnership if it were available under the laws of the state of residence
- F. be jointly responsible for each other's common welfare and share financial obligations which could be demonstrated upon request by providing proof of the existence of at least three of the following documents:
 - 1. joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills
 - 2. designation of domestic partner as primary beneficiary in either:
 - a. applicant's or domestic partner's will, or
 - b. Life Insurance, or
 - c. Retirement Plan
 - 3. property of health care power of attorney
 - 4. joint ownership of motor vehicle
 - 5. joint checking account or joint credit account

2. The President of the Association shall appoint a committee who, with the approval of the Executive Board, will act in all matters that concern the policies of the Sick Leave Bank, hereinafter referred to as SLB. The Committee will have final administrative responsibility for the bank and shall report to the Executive Committee of the Faculty Association.

3. To be eligible for SLB benefits a Faculty Association Member, as defined in its bylaws, must initially donate one (1) sick leave day during the open enrollment period. Membership in the SLB shall be voluntary and shall continue until the SLB committee is notified in writing that the Faculty Association Member, as defined in its bylaws, has withdrawn from the bank. If a Faculty Association Member, as defined in its bylaws, decides to terminate his/her participation in the bank, he/she must do so prior to October 16th of the school year in which he/she terminates. Any days previously donated by the said Faculty Association Member, as defined in its bylaws, shall remain in the bank.

If the total number of days accumulated by the SLB falls below 1200 days during any given school year, the Committee may require each contributing member to donate one (1) additional day to the SLB, but no member shall be required to donate more than two (2) days per year to the bank. Failure to comply with this required contribution will result in the member's forfeiture of SLB benefits. The SLB Committee will annually review the

number of days depleted and/or added to the SLB and determine the necessity for the donation of additional days on the part of the membership.

If a member withdraws days from the SLB, s/he must contribute days at the rate described below. This contribution will occur at the beginning of the school year following the SLB withdrawal.

1-10 days = no contribution

11-30 days = 1 day

31-50 days = 2 days

51 or more days = 3 days

4. The SLB shall be terminated only upon recommendation of the Executive Board and the vote of the Representative Council. In the event the SLB is terminated, the available days will be prorated and distributed to the contributing members of the bank in the district at the time of the termination.

5. A member of the SLB may not withdraw days from the SLB until:

- The applicant has been employed in a full-time capacity with the District for at least twelve (12) months which proceed the period of the requested leave.
- The member's own accumulated sick days have been exhausted.
- The applicant has been absent for 15 consecutive days.
- A copy of the written notice of intent to take leave is given to the Director of Human Resources.
- Paperwork for SLB benefits has been completed and submitted by the applicant at least 30 days prior to the planned absence.

The paperwork includes:

- Sick Leave Bank Application
 - Sick Leave Bank Notice
 - Sick Leave Bank Physician Statement
- A written certification of illness from applicant's licensed physician or a mental health care provider, for the illness that is being treated, has been received by the SLB Committee. The medical certification should include the starting and ending date of the treatment.
 - Applicant has been absent from work due to a single (the same) illness, injury or disability for at least fifteen (15) consecutive workdays. Individuals who have previously qualified for and received SLB days for the same illness, injury or disability and who require additional SLB days will not be required to be absent an additional workday. The recurrent illness, injury or disability will be treated as a continuation of the original approval for withdrawal of days.

6. Members who have accumulated the contractual limit of four hundred (400) sick days shall annually have their unused sick days automatically donated to SLB.

7. Withdrawals for the SLB may be made in increments of no more than forty-five (45) days at a time. A member may apply for additional days pursuant to the provisions of Item 5. The medical or spiritual practitioner used in this process shall be mutually agreeable to the member and SLB Committee. If agreement on a medical practitioner is not reached within seven (7) workdays, the local American Medical Association shall be requested to name a physician. However, no member shall be permitted to withdraw more than a maximum of one hundred sixty-five (165) days for a single illness, injury or disability, except for mental illness related requests, which shall be determined by the SLB committee. Mental illness related requests shall have a maximum of thirty (30) SLB days unless additional days are authorized by the SLB committee. A member who has exhausted the 165-day

maximum, or 30-day maximum for mental illness requests, may then qualify for the district's short-term disability or appropriate TRS coverage. Article Twenty-Two H. of the Agreement between the Board of Education District 205, Cook County and the Faculty Association of District 205 states that:

“Disability insurance policy will be provided to cover seventy (70) percent of the gross salary when coordinated with the Teacher's Retirement System and/or worker's Compensation. Coverage will be provided for a maximum of twenty-four (24) months following the waiting period of thirty (30) days after the last day for which salary is paid (including sick leave bank).”

8. Any member of the SLB who applies for SLB benefits who subsequently disagrees with the decision of the SLB Committee may appeal that decision to the Executive Board of the Faculty Association. His/her case will be placed on the agenda of the next scheduled meeting. The Executive Board will be the final body of appeal.

9. In the event a member of the SLB is physically or mentally incapacitated and is unable to complete the application for benefits, the SLB Committee, in consultation with the member's family and with the approval of the Executive Board, will act on behalf of that member upon exhaustion of his/her own sick leave days.

10. A member shall not hold the Faculty Association, the SLB Committee, the Executive Board of the Faculty Association, or their designees liable for the decisions made regarding the SLB.

Last Revised March 04, 2020