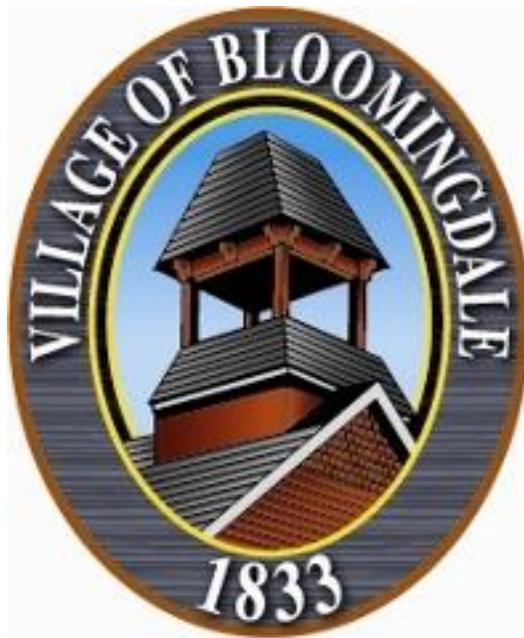


**EMPLOYEE PERSONNEL MANUAL**

**FOR THE**

**VILLAGE OF BLOOMINGDALE, ILLINOIS**



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## **SECTION 1**

### **GENERAL PROVISIONS**

- 1.1 **PURPOSE:** The purpose of this Employee Personnel Manual is to document conditions of employment and compensation practices and to ensure that all Village of Bloomingdale (“Village”) employees are treated fairly and equitably in order to best serve the Village.
- a) This manual does not create any contract rights or property rights between the Village and prospective or current employees or another person. Where a contract of employment is intended, it will be entered into separately in writing and signed by the Village President.
  - b) The Village, at its option, may add, change, delete, suspend or discontinue any part or parts of the policies in this Employee Personnel Manual at any time without prior notice as business, employment legislation, and economic conditions dictate. Any such action shall apply to existing as well as to future employees.
  - c) No statement or promise by a Department Director, supervisor or manager past or present may be interpreted as a change in policy nor will it constitute an agreement with an employee.
  - d) Should any provision in this Employee Personnel Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Personnel Manual, but only that particular provision.
  - e) This Employee Personnel Manual supersedes any and all other or previous Village Employee Personnel Manual or other Village policies whether written or oral, unless otherwise indicated.
- 1.2 **AT-WILL EMPLOYMENT:** Employment with the Village is at-will. This means that neither an employee nor the Village has entered into a contract regarding the duration of his employment. Employees are free to terminate their employment with the Village at any time, with or without reason. Likewise, the Village has the right to terminate an employee’s employment, or otherwise discipline, transfer, or demote an employee at any time, with or without reason, at the discretion of the Village.

- 1.3 SCOPE OF AUTHORITY: The Village Administrator is responsible and has authority for the administration of the personnel rules and regulations contained herein and may from time to time issue administrative directives interpreting and implementing the terms of these rules, and interpret or waive the application of these rules at any time whenever it is in the best interest of the Village.

In their absence or at their option, employees in positions of authority or responsibility may designate others to carry out the respective role, task or functions that are attributed to them in the Employee Personnel Manual. The designated employee shall be known as a designee for the particular role, task or function which is assigned to him by the person in the position of authority or responsibility.

- 1.4 APPLICATION OF RULES: The personnel rules, regulations, policies, and practices contained herein shall apply to all employees of the Village unless otherwise provided by State statutes, local ordinance, collective bargaining agreement, or the rules and regulations of the Board of Fire and Police Commissioners as they apply to police officers. In the case of a conflict between the language in the Employee Personnel Manual and a collective bargaining agreement, the collective bargaining agreement shall prevail. This Employee Personnel Manual may contain benefits and other provisions that are additional to, and outside of, the collective bargaining agreements. In those instances, this Employee Personnel Manual is the appropriate source for such supplemental benefits and provisions; however, this section is not intended to provide for, modify or supersede the eligibility and use of benefits by bargaining unit employees that are contained in the applicable collective bargaining agreements.

- 1.5 DEPARTMENT RULES: Consistent with the rules, regulations, policies and practices contained herein and subject to the approval of the Village Administrator, the various departments of the Village may promulgate rules and regulations to govern individual departmental operations and procedures.

- 1.6 AMENDMENTS: Amendments to these rules may be proposed in writing to the Village Board of Trustees by the Village Administrator or by any employee of the Village, through the Village Administrator; such amendments shall become effective as directed by the Village President and Village Board of Trustees.

- 1.7 DISTRIBUTION AND ACKNOWLEDGMENT: Each regular full-time and regular part-time employee shall receive a copy of the Employee Personnel Manual at the time of employment and shall sign a statement (Appendix A) that such was received. Copies of amendments to the Employee Personnel Manual will be distributed after official approval of the Village President and the Village Board of Trustees.
- 1.8 GENDER: Wherever the male gender is used in this manual, it shall be construed to include both males and females equally.

## **SECTION 2** **DEFINITIONS**

- 2.1 **ANNIVERSARY DATE**: The date that an individual becomes a regular full-time or regular part-time employee of the Village.
- 2.2 **APPOINTMENT**: The selection of a person to a full-time or part-time position on a regular or temporary basis in the Village service who is not a present employee of the Village.
- 2.3 **CLASS OR CLASSIFICATION**: A position or group of positions that involves similar duties and responsibilities and requires similar qualifications and is designated by a single title indicative of the kind of group.
- 2.4 **COBRA**: Consolidated Omnibus Budget Reconciliation Act, establishing Federal continuation of coverage rules for group health plans.
- 2.5 **DEPARTMENT DIRECTOR**: A Village position responsible for directing a Department or major function of the Village. Department Directors who are also considered officers of the Village include the Village Administrator, Chief of Police/Director of Public Safety, Finance Director/Treasurer, and the Village Engineer, with said positions created by ordinance and appointed by the Village President upon the recommendation of the Village Administrator and the advice and consent of the Village Board.
- 2.6 **DISMISSAL**: The discharge by the Village of an employee.
- 2.7 **EMPLOYEE**: A person occupying an active position in the Village service or a person who is on authorized leave of absence.
- 2.8 **EXEMPT POSITION**: A classification that is not entitled to overtime payment as established by the Village Board and under the FLSA or State wage and hour laws. Exempt employees' pay is determined on a weekly basis.
- 2.9 **FLSA**: The Fair Labor Standards Act is a Federal act that establishes minimum wages, overtime and other labor standards.
- 2.10 **INTRODUCTORY PERIOD**: A preliminary employment period during which time the employee's ability to perform the position is evaluated.

- 2.11 LAYOFF: A separation of an employee from the Village service which has been made necessary by lack of work, funds, or other reasons not related to fault, delinquency, or misconduct on the part of an employee.
- 2.12 MERIT DATE: The date an introductory period is successfully completed. For promotion purposes, the date of promotion shall be the merit date of the employee in terms of pay considerations.
- 2.13 NON-EXEMPT POSITION: A classification that is entitled to overtime payment as established by the Village Board and under the FLSA or State wage and hour laws. Non-exempt employees' pay is calculated on an hourly basis.
- 2.14 PAY PLAN: The listing of classifications of positions in the Village together with the corresponding amounts of remuneration to be paid to each one.
- 2.15 PAY RANGE: The minimum and maximum rates of pay that the Village will compensate an employee in a position.
- 2.16 PAY RATE: The hourly, weekly, bi-weekly, monthly, or annual monetary amount that the Village will pay directly to an employee for work performed.
- 2.17 PERFORMANCE EVALUATION: A process and format used to assess an employee's performance level. The Village reserves the right to change from time to time the methods and tools used in conducting employee assessments.
- 2.18 POSITION: A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full or part-time service of one employee.
- 2.19 PROMOTION: A change in employment status from a position in one classification to a position in a higher classification involving an increase in responsibility and a higher maximum pay rate.
- 2.20 REINSTATEMENT: Pertains to a former employee who returns to Village employment within three hundred sixty five (365) calendar days (one year) of his termination date. There is an adjustment to the date of hire, leave accruals, and other benefits in such case to account for the time not worked during the period of termination. Employees who are reinstated after being separated for more than three hundred sixty five (365) calendar days (one year) shall return with no past credit for leave accrual, date of hire or other terms and conditions of employment including benefits. The Village is under no obligation to rehire or reinstate an employee based on this definition.

- 2.21 TERMINATION: The end of employment on either a voluntary or involuntary basis. Termination on an involuntary basis is called a dismissal.
- 2.22 TRANSFER: A change of job classification within the same pay range.

### **SECTION 3**

#### **RECRUITMENT AND EMPLOYMENT**

- 3.1 **GENERAL POLICY:** Appointments to all positions shall be solely on the basis of the applicant's or employee's qualifications to perform the essential functions of the position, with or without reasonable accommodation. These selection procedures enable the Village to review applicant qualifications and suitability in a systematic manner.
- 3.2 **EQUAL EMPLOYMENT OPPORTUNITY:** It is the policy of the Village that employment in Village government shall be based on merit and individual qualifications. No discrimination shall be exercised in any manner by any Village official or employee against or in favor of any applicant for Village employment or employee because of the individual's political or religious opinions or affiliations, or because of the individual's race, color, sex, pregnancy, age, disability, marital status, military or veteran status, order of protection status, genetic information, national origin, ancestry, sexual orientation, gender identity or other protected status or characteristic as established by law. An applicant or employee shall be considered solely on the basis of his qualifications, abilities, skills and knowledge, with or without reasonable accommodation. Just and equitable incentives and conditions of employment are to be maintained to promote efficiency and economy in the operation of Village government. The Village has officially affirmed this policy statement and it is reaffirmed by its inclusion in this manual.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment. The Village complies with Federal and State equal employment opportunity laws and strives to keep the workplace free from all forms of illegal harassment.

The Village Administrator has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns regarding this policy, or violation thereof, should be referred to the Village Administrator or the Assistant Village Administrator. Complaints are investigated immediately and handled as confidentially as possible. The Village ensures that employees following this complaint procedure are protected against retaliation. Appropriate disciplinary action will be taken against any employee violating this policy.

- 3.3 GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA): The Federal law referred to as GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Village asks that employees and health care providers not submit any genetic information when responding to a request for medical information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for a leave of absence). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual, or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
- 3.4 APPLICATIONS: All applications for employment with the Village (except those covered under Board of Fire and Police Commissioners' rules) shall be filed with the Assistant Village Administrator. The Village shall, by examination or other appropriate means, evaluate the qualifications of the various applicants. Examinations may include written, oral, physical, psychological or performance tests, or any combination of these, as appropriate under relevant legal authority and according to the requirements for each position. Applications will be kept confidential to the extent possible and will be shared on a need to know basis with others involved in the recruiting process. In order to be considered for a position an applicant must file a signed authorization for release of information. Applications for the position of Police Officer, as well as the recruitment procedures specifically related to the position, will be governed by the Board of Fire and Police Commissioners.
- 3.5 RECRUITMENT: To reach a sufficiently broad pool of qualified job applicants, the Village may recruit candidates for available jobs from within and outside of the organization. The Village's policy is to promote from within qualified internal candidates. The Village reserves the right to recruit and fill vacancies from outside the organization as it deems necessary.

Job vacancies will remain posted for five (5) business days as further described in Section 3.5-01. During that time, applications from all eligible employees are accepted. After five (5) business days, the Village can consider outside applicants, but employees who have applied for a posted job during the posting period are given first consideration based on their qualifications. Employees who

apply for a posted position after the five (5) day period are considered for the position on the same basis as outside applicants. The Village reserves the right to fill the vacancy with an outside applicant, as the Village deems appropriate, if the outside applicant possesses superior qualifications, as determined by the Village.

Those employees applying for a position who meet the minimum qualifications may be considered for promotion, transfer or voluntary demotion. Minimum requirements for education, prior experience, skills and abilities are outlined in job descriptions, which are available for posted positions upon request from the Assistant Village Administrator. In addition to the requirements listed on the job description and job posting, other factors that may determine an internal or external candidate's suitability for a position include, but are not limited to, interview scores, test scores, driving record, background investigations, performance evaluations, safety record, disciplinary history, supervisory referral and other references. Applicants may be removed from further consideration for a particular position at any time if standards for qualifications are not met. A background investigation or check may include, but not limited to, criminal records and driving history. Prior to the Village receiving the results of a background check, an employee or a candidate must turn in a signed authorization for release of information.

**3.5-01 INTERNAL RECRUITING:** An internal job posting is used as an internal recruitment vehicle for current regular employees. Such notices shall be posted throughout the various Village work areas, to determine inside interest in the newly created or vacant position. Qualified regular employees may apply for such position whether within the same Department or a different Department and regardless of whether the position is a higher, lower, or comparable position classification. When reviewing an internal application the qualifications, and other relevant factors, including those listed above in Section 3.5, of the employee making application shall be considered. Only job applications from non-introductory period employees will be accepted. Seasonal and temporary employees will be considered as outside applicants.

**3.5-02 OUTSIDE RECRUITMENT:** Job openings are displayed in public areas of the Village and may be advertised in area newspapers, professional and municipal publications, the Village's website, Internet job sites, cable television station, Village Almanac, and other types of media.

- 3.6 PHYSICAL STANDARDS: Applicants may be required to have a post offer, pre-employment physical examination and drug screen, and must meet the physical standards established as essential job functions for the position for which they apply as a condition to employment with or without reasonable accommodation. Prospective employees will not be subject to a pre-employment physical examination or drug screen until an offer of employment has been made by the Village. The Village will be responsible for the cost of the pre-employment examination and drug screen. The results of the post offer, pre-employment physical and drug screen must be received by the Village and the employee must be cleared for the position before the applicant is allowed to begin employment.

Positions which require a Commercial Drivers License (CDL), including temporary/seasonal employees, will also be subject to the Department of Transportation's CDL pre-employment, random and other drug and alcohol testing requirements. Pre-employment physical and drug screening for all sworn Police personnel shall be conducted according to the Rules and Regulations established by the Board of Fire and Police Commissioners.

- 3.7 RESIDENCY: Employees need not be residents of the Village at the time of hiring and need not become residents while employed.

- 3.8 DRIVER'S LICENSE: An employee who will operate a Village owned vehicle must possess a valid driver's license appropriate to the type of Village vehicle(s) to be operated. Employees who are required to drive a vehicle on Village business are expected to possess a valid driver's license. Employees who are required to possess a valid driver's license as a job requirement must notify his Department Director immediately should the employee's license be suspended or revoked. Employees who are required to possess a valid driver's license and do not have one are subject to disciplinary action, including dismissal.

- 3.9 ANTI-NEPOTISM: To avoid conflicts of interest and the appearance of favoritism or bias and to enhance supervision, security, and morale, the Village believes it advisable to prohibit the employment of relatives in a direct supervisory relationship. In addition, this policy bars the hiring or employment of an employee's relatives in any position that would:

Have the potential for creating an adverse impact on work performance; or

Create either an actual conflict of interest or the appearance of a conflict of interest, such as the relative having an auditing or control relationship to the employee's job.

“Relatives” (including blood/step/in-law) are defined as mother, father, sister, brother, child, uncle, aunt, grandparent, and grandchild. For the same reason, spouses or cohabitating partners of employees may not be employed under each other’s direct supervision or in situations that would create an adverse impact or a potential conflict of interest. The same prohibitions apply to employees who marry, cohabitate, or become related by marriage. They may continue their employment if they do not work in a direct supervisory relationship or in situations that would create an adverse impact or a potential conflict of interest.

This policy will be applied in accordance with applicable state and Federal law, and any employee who violates the policy will be subject to discipline up to and including termination.

3.10 BACKGROUND CHECKS: The Village reserves the right to perform all necessary background checks on any and all current employees and potential employment candidates, to include but not limited to reference checks, credit checks, criminal history checks, driving records, military records and educational transcripts.

3.11 APPOINTMENT: The Village Administrator shall appoint all employees, with the exception of Police Officers and Department Director appointments which are otherwise provided by Ordinance. Appointments to Department Director positions shall be made by the Village President upon the recommendation of the Village Administrator and with the advice and consent of the Village Board. No individual will become an employee of the Village and placed on the payroll without the approval of the Village Administrator.

3.12 EMPLOYEE CATEGORIES: For payroll purposes, the Village maintains the following employee categories:

3.12-01 INTRODUCTORY EMPLOYEE: A regular full-time or regular part-time employee that has not yet attained the successful completion of his introductory period with the Village.

3.12-02 REGULAR FULL-TIME EMPLOYEE: An employee that has successfully completed his introductory period and works a forty (40) hour work week in a designated job.

3.12-03 REGULAR PART-TIME EMPLOYEE: An employee that has successfully completed his introductory period and works less than a forty (40) hour work week in a designated job.

3.12-04 TEMPORARY (OR SEASONAL) EMPLOYEE: An employee whose period of employment is limited by seasonal conditions or on some other restrictive basis.

- 3.13 BENEFIT ELIGIBILITY: Employee benefits are provided to regular full-time and regular part-time positions according to the guidelines set out in this manual and pursuant to the individual plan documents, which shall be the controlling documents in case of any conflict in terms with this manual. Temporary and seasonal employees are not entitled to employee benefits, except as required under law.

Should an employee's status change from regular part-time to regular full-time, the employee will continue to accrue vacation leave based on their initial hire date.

- 3.14 INTRODUCTORY PERIOD: Each employee receiving an initial appointment to a regular full-time or regular part-time position in the Village must serve a minimum introductory period of six (6) months unless stated otherwise such as in a collective bargaining agreement, applicable State statute and/or the Rules and Regulations of the Fire and Police Commission. Sworn officers typically have a minimum introductory period of eighteen (18) months. Each employee receiving a promotion to a higher level position in the Village, except Sworn Officers of the Village Police Department, must serve a minimum introductory period of three (3) months. Applicable State statutes and the Rules and Regulations of the Fire and Police Commissioners govern sworn officers of the Village Police Department. Nothing in these sections on introductory period is intended to create a property interest in continued employment by the Village, nor does it discontinue the employee's at will employment with the Village.

3.14-01 INTRODUCTORY PERIOD REVIEW: During the employee's introductory period, work habits, abilities, attitudes, promptness, and other pertinent characteristics will be observed and evaluated, in written form, by the supervisor, Department Director, Village Administrator, and/or other appropriate Village officials. If at any time during the introductory period the Village Administrator determines that the service of the employee has been deemed unsatisfactory, the employee may be separated from Village service, or, in the case of a promoted employee, demoted to his prior position or a comparable position, if available, without the right of appeal or a hearing.

**3.14-02 INTRODUCTORY PERIOD EXTENSION:** If there is reason to believe that the employee may develop the ability to perform satisfactorily by an extension of the introductory period, the Village Administrator may grant an extension, not to exceed six (6) months. There may be only one (1) extension of the introductory period. Prior to the end of each employee's introductory period, the Department Director shall complete a performance evaluation and notify the Village Administrator, in writing, that either:

- a) The employee has successfully completed the introductory period and is capable of performing the duties of the position satisfactorily.
- b) The employee has not demonstrated ability to perform satisfactorily the duties of the position and is to be separated from Village employment, or if promoted from another position, returned to the previous one, if vacant; or
- c) The employee may develop the ability to perform satisfactorily and an extension of the introductory period is requested.

**3.15 CHANGES IN PERSONAL INFORMATION:** Employees are required to provide current information to the Village including, but not limited to, home address, phone numbers, driver's license, emergency contact information, and for benefit purposes, dependents and beneficiaries. Upon hiring, the employee must complete an *Employee Information & Emergency Contact* form with contact information and submit it to the Assistant Village Administrator. Employees must inform the Village on a timely basis of changes in personal information as stated herein. Employees should also consult Section 16.9 of the Employee Personnel Manual and their benefit plan documents and follow the prescribed procedures for reporting changes in life status for benefit purposes.

**3.16 MARRIAGE, CIVIL UNIONS AND INSURANCE BENEFITS:** According to the Illinois Religious Freedom Protection and Civil Union Act (750 ILCS 75/ as amended) civil union couples have many of the same legal rights as married spouses. The types of benefits which may be available to civil union partners are those which are provided under Illinois State law. In order to become eligible for applicable benefits, employees who get married or enter into a civil union are required to complete a notarized affidavit and provide a copy of the marriage license or civil union certificate to the Assistant Village Administrator within thirty (30) days of the event occurring.

**SECTION 4**  
**SEPARATION & TERMINATION OF EMPLOYEES**

Termination of employment from the Village can occur for several different reasons. When an employee separates from the Village, his supervisor must contact the Human Resource Division to schedule an exit interview, typically to take place on employee's last work day.

- 4.1 **DISMISSAL**: The Village Administrator may terminate an employee (except those positions governed by the Board of Fire and Police Commissioners or by Village Ordinance) by written notice for reasons of unsatisfactory performance, serious breaches of responsibility or misconduct. An employee who is terminated for violating a policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.
  
- 4.2 **RESIGNATION**: An employee is requested to provide a minimum of two (2) weeks, fourteen (14) calendar days, notice of resignation. This notice shall be in writing and shall state the effective date of the resignation. Failure to comply with this rule may be cause for denying the person future employment by the Village.
  
- 4.3 **LAYOFF**: The order of any layoff shall be inverse to the value of the affected employees to the Village as determined by the Village Administrator. The Village Administrator in determining the layoff sequence shall take seniority and performance into consideration, but seniority shall not be the sole governing factor.
  
- 4.4 **RECALL**: Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given thirty (30) calendar days' Notice of Recall and Notice of Recall shall be sent to the employee by certified or registered mail, return receipt requested. The employee must notify the Department Director of his intention to return to work within seven (7) calendar days after receiving Notice of Recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Assistant Village Administrator with his latest mailing address. If an employee fails to timely respond to a recall notice and report for work within the specified time frame, his name shall be removed from the recall list.

- 4.5 RETIREMENT: When an employee separates from the Village and is eligible to at time of termination by meeting the age and service requirements to immediately collect a pension under the Illinois Municipal Retirement Fund or the Police Pension Fund.
- 4.6 DEATH: All termination benefits or remuneration shall be paid to the named beneficiary, deceased estate, or other appropriate individual as provided by law.
- 4.7 JOB ABANDONMENT: Employees who fail to report to work or contact their supervisor for three (3) consecutive work days may be considered to have abandoned the job without notice effective at the end of their normal shift on the third day. The Department Director shall notify the Human Resource Division at the expiration of the third work day and may initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.
- 4.8 RELEASE: Release is the end of temporary or seasonal employment.
- 4.9 FURLOUGH/REDUCTION IN PAY: The Village may institute at its discretion a reduction in the amount of employee work hours and/or pay which may typically, but is not limited to, occur as a response to unfavorable economic conditions or as a result of a reorganization of the work force.

**SECTION 5**  
**EMPLOYEE CONDUCT & APPEARANCE**

5.1 **CONDUCT**: In all instances, employees of the Village shall conduct themselves in a manner to bring credit to the Village and to the public service it performs. Village employees shall treat all individuals with courtesy and respect with whom they come in contact in the course of their work duties.

The following non-inclusive partial list describes conduct and inappropriate behavior, that will typically result in discipline, up to, and including immediate termination, as determined in the Village's discretion.

- a) Failure to follow the orders of one's supervisor or a rule or regulation of one's department;
- b) Insubordination which is generally defined as a willful or intentional failure to obey a lawful and reasonable request of a supervisor. It may also be an action which constitutes lack of respect or harassment directed toward a supervisor. The elements of insubordination generally are:
  - 1. A direct order was issued to an employee.
  - 2. The employee received and understood the order.
  - 3. The employee refused to obey the order through an explicit statement of refusal or through nonperformance.
- c) Absence from work without permission or failure to report to one's supervisor or department director when absent;
- d) Continual and repeated absences or tardiness;
- e) Failure to perform assigned work in an efficient manner or unsatisfactory performance;
- f) Incompetence, nonfeasance, misfeasance, or malfeasance in office or in the performance of any job duty;
- g) Inability to work with fellow employees, particularly when work is hindered and/or does not meet required levels;

- h) Using, possessing, selling, or being under the influence of alcohol, illegal drugs, drugs without a prescription, cannabis, or any other controlled substance or narcotic when reporting to work, or while being on duty, or while performing any duties on behalf of the Village, or while driving a Village vehicle;
- i) Conduct which is unbecoming of a Village employee;
- j) Filing a false report, falsifying any Village records, and/or lying to a superior;
- k) Conviction of any criminal offense;
- l) Violation of any provision contained in the Village's Employee Personnel Manual, including but not limited to, violation of the Village's non-harassment policy;
- m) Failure to maintain required certification(s) or license(s);
- n) Nondisclosure of any fact or making a false statement that would have required or constituted a ground for disqualification from appointment/hire or would have substantially affected the decision to appoint/hire the applicant;
- o) Any act or occurrence, after appointment/hire, that would have required or constituted cause for disqualification from appointment/hire;
- p) Theft or unauthorized removal of any property not belonging to the employee;
- q) Violating the Village's policies on discrimination, harassment, or retaliation .

When appropriate, a progressive corrective approach may be taken to address workplace conduct issues. Corrective counseling may include warnings, suspensions or discharge. Nothing in this policy alters any existing "at-will" employment relationships. At all times, the Village retains the discretion to determine the appropriate level or form of discipline, taking into account the employee's work history, prior discipline, and the nature and seriousness of the offense, among other factors as reflected in Section 7.2 "Progressive Disciplinary Procedure."

## **5.2 Anti-Harassment / Anti-Discrimination Policy**

### **5.2-01 Statement of Policy**

The Village of Bloomingdale is committed to maintaining a work environment which is free from all forms of harassment or discrimination of any kind. In keeping with this commitment, the Village will not tolerate any form of harassment, including sexual harassment, or discrimination of any kind based upon race, color, religion, sex, pregnancy, ancestry, national origin, age, disability, sexual orientation, marital status, citizenship status, or other legally protected group status, by its employees or against its employees by anyone, including supervisors, co-workers, officers, agents, vendors, customers or any third party. This Policy is intended to assure that the Village is taking all steps to prevent harassment and discrimination in the workplace and to correct harassing or discriminatory conduct that does occur before it becomes severe or pervasive.

Each Village officer and employee bears the responsibility to refrain from discrimination or harassment in the workplace. Village employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination of employment. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.

The Village also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

### **5.2-02 Definitions and Prohibited Conduct**

#### **A. Sexual Harassment**

Sexual harassment, according to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for purposes of this Policy, is defined as any unwelcome sexual advances or requests for sexual favors, or any conduct of a sexual nature, when:

1. submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can occur between men and women, or members of the same gender. This behavior is unacceptable in the work place itself and in other work-related settings such as business trips, court appearances and business-related social events.

Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually-oriented acts or sex-based conduct have no legitimate business purpose. Where such conduct is directed by a supervisor (or someone in a management position) toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence he or she has or is perceived to have over the employment conditions and benefits of the subordinate.

Prohibited acts of sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Examples of conduct that may constitute sexual harassment include

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line

postings, blogs, instant messages and social network websites like Facebook and Twitter).

Harassment that does not include sexual activity or language may also constitute discrimination if it is severe or pervasive and directed at employees because of their gender.

## **B. Non-Sexual Harassment and Discrimination**

Non-sexual harassment or discrimination consists of unwelcome conduct of any kind, whether verbal or physical, or disparate treatment affecting an individual's terms and conditions of employment based upon a person's protected status such as race, color, religion, sex (gender), pregnancy, ancestry, national origin, age, physical or mental disability, sexual orientation, marital status, citizenship status, or other legally protected group status.

Harassing conduct (based on other protected categories) includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, instant messaging, texts, Internet or computer usage) because of his or her protected status.

The Village will not tolerate harassing or discriminatory conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates and intimidating, hostile or offensive working environment.

### **5.2-03 Individuals Covered Under the Policy**

This policy protects and covers all employees of the Village of Bloomindale. The Village will not tolerate, condone or allow harassment or discrimination, whether engaged in by fellow employees, supervisors, officers, agents or by other non-employees who conduct business with the Village. The Village requires the reporting of all incidents of harassment and discrimination, regardless of who the offender may be, and will promptly investigate all reported incidents.

### **5.2-04 Responsibility of Supervisory Employees**

Each supervisor is responsible for maintaining the workplace free from harassment and discrimination. This is accomplished by promoting a professional environment and by dealing with harassment and discrimination as with all other forms of em-

ployee misconduct. In addition, all supervisors are required to report and direct complaints of harassment or discrimination to their Department Director. A supervisor must address an observed incident of harassment or discrimination or a complaint with seriousness, by taking prompt action to stop the offending behavior, and to report the matter to their Department Director for further investigation and appropriate disciplinary action. Once a supervisor observes or is made aware of behavior that may constitute sexual harassment, or other harassment or discrimination, they must report it to their Department Director, regardless of whether the employee wants to make a formal complaint. In addition, supervisors must ensure that no retaliation will result against an employee making a complaint of harassment or discrimination.

#### **5.2-05 Responsibility of Individual Employees**

Each individual employee has the responsibility to refrain from harassment and discrimination in the workplace and to report incidents of harassment or discrimination. An individual employee who harasses or discriminates against another individual is liable for his or her individual conduct and will be subject to disciplinary action, up to an including termination of employment.

#### **5.2-06 Complaint Process**

The Village encourages individuals who believe they are being harassed or discriminated against to firmly and promptly notify the offender that his or her behavior is unwelcome, the Village also recognizes that such a confrontation may be ineffective or impossible. Regardless of the outcome of an informal, direct communication between individuals; any employee witnessing or experiencing what he or she believes to be harassment or discrimination must not assume that Village Management is aware of the conduct. If the victim fails to notify a supervisor or other responsible officer, the Village will not be presumed to have knowledge of the harassment. The following steps should be taken to report a complaint of harassment or discrimination.

- A. Reporting of Incident:** All employees are required to report any suspected harassment or discrimination to his or her Department Director, except where the Department Director is the individual accused of harassment or discrimination. In that case, the complaint should be reported to the Village Administrator. If a female employee prefers to report a suspected sexual harassment to someone of the same gender, they may report directly to the Assistant Village Administrator. The report may be made initially either orally or in writing, but reports made orally must ultimately be reduced to writing.

## **B. Investigation of Complaint:**

When a complaint of harassment or discrimination has been reported, the Department Director shall immediately notify the Assistant Village Administrator. While the Assistant Village Administrator is investigating the complaint, the complainant shall be assigned to an area where they will have minimal contact with the alleged perpetrator. The Assistant Village Administrator will make a determination as to whether a detailed fact-finding investigation is necessary. (For example, if the alleged harasser does not deny the accusation, there would be no need to interview witnesses, and the Village could immediately determine appropriate corrective action). If a fact-finding investigation is necessary, the Assistant Village Administrator will promptly initiate an investigation of the suspected harassment or discrimination.

Where the alleged offender is not an employee or officer of the Village, the Village Administrator, in consultation with the complainant, will review the complaint and make every effort to identify a reasonable remedy if harassment or discrimination has been confirmed.

**C. Report:** The Assistant Village Administrator will objectively gather and consider the relevant facts and shall prepare a written report of the investigation of the harassment or discrimination. The report shall include a finding that harassment or discrimination occurred, harassment or discrimination did not occur, or there is inconclusive evidence as to whether harassment or discrimination occurred. The findings of the investigation will be given to the employee(s) who made the initial report, the employee(s) to whom the suspected harassment or discrimination was directed, and the individual(s) accused of the harassment or discrimination.

**D. Records; Confidentiality:** Employees who report incidents of harassment or discrimination are encouraged to keep written notes in order to accurately record the offensive conduct. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that records it maintains and the complainant maintains may not be considered privileged from disclosure.

**E. Timeframe for Reporting Complaint:** The Village encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. Delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.

**F. Protection Against Retaliation – Retaliation Prohibited:** The Village will not in any way retaliate or permit any employee, officer or agent of the Village to retaliate against an individual who makes a report of harassment or discrimination or provides information related to such report. Any witness to an incident or participant in any investigation of harassment or discrimination is also protected from retaliation. Retaliation is a serious violation of this Anti-Harassment/Anti-Discrimination Policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment or discrimination will be subject to the same disciplinary action provided for harassment/discrimination offenders, meaning disciplinary action up to and including termination of employment. No one making a complaint of harassment or discrimination or providing information related thereto will be retaliated against even if a complaint made in good faith is not substantiated. Similar to the prohibition against retaliation as set forth in this policy, whistleblower protection from retaliatory action is afforded under the State Officials and Employees Ethics Act (5 ILCS 430/15-10; 5 ILCS 430/70-5), the Whistleblower Act (740 ILCS 174/15(a)) and the Illinois Human Rights Act (775 ILCS 5/6-101).

#### **5.2-07 Discipline/Sanctions**

Disciplinary action will be taken against any employee found to have engaged in harassment or discrimination of any other employee. The extent of sanctions may depend in part upon the length and conditions of employment of the particular employee and the nature of the offense. The Village has the right to apply any sanction or combination of sanctions, up to and including termination, to deal with unreasonable conduct, harassment or discrimination.

Where a hostile work environment has been found to exist, the Village will take all reasonable steps to eliminate the conduct creating such an environment.

#### **5.2-08 False and Frivolous Complaints**

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination. False and frivolous charges do not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for an individual accused of harassment or discrimination, a false and frivolous charge is a severe offense that can itself result in disciplinary action, including termination.

#### **5.2-09 Education / Training**

Education and training for employees at each level of the work force are critical to the success of the Village's policy against harassment and discrimination. The Anti-Harassment/Anti-Discrimination Policy will be distributed to all current employees, and each recently hired employee. All employees are required to read and sign a receipt of the Village's policy. In addition, employees will receive periodic training, on Village time, regarding the Village's Anti-Harassment/Anti-Discrimination Policy.

All supervisors and managers will participate, on Village time, in periodic training sessions so that Village supervisors and managers understand their responsibilities under the Village's Anti-Harassment/Anti-Discrimination Policy and complaint procedure. Such training will explain: the types of conduct that violate the Village's policy; the seriousness of the policy; the responsibilities of supervisors and managers when they learn of alleged harassment or discrimination; and the prohibition against retaliation.

#### **5.2-10 External Procedures for Filing a Complaint of Harassment or Discrimination**

The Village hopes that any incident of harassment or discrimination can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within one hundred eighty (180) days of the incident of harassment or discrimination. A charge with EEOC must be filed within three hundred (300) days of the incident. In addition, an appeal process is available through the Human Rights Commission (IHRC), after the IDHR has completed its investigation of the complaint.

The Illinois Department of Human Rights (IDHR) may be contacted as follows:

CHICAGO (312) 814-6200 or TTY (866) 740-3953

The Illinois Human Rights Commission (IHRC) may be contacted as follows:

CHICAGO (312) 814-6269 or TTY (312) 814-4760

The United States Equal Employment Opportunity Commission (EEOC) may be contacted as follows:

CHICAGO (800) 669-4000 or TTY (800) 869-8001

An employee who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC may file a retaliation charge with either of these agencies. The charges must be filed within 180 (IDHR) or 300 (EEOC) days of the retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

### **5.3 ROMANTIC RELATIONSHIPS**

#### **5.3-01 Prohibition on Supervisory/Subordinate Relationships:**

All employees should recognize their responsibilities regarding the enforcement of the Village's Anti-Harassment / Anti-Discrimination Policy. Because of the Village's strong commitment to preventing sexual harassment in the workplace, any dating/romantic relationship between supervisors and subordinate employees is prohibited. Should it come to the Village's attention that such a relationship exists, the Village will evaluate the situation on a case-by-case basis and consider the circumstances involved prior to making any employment decisions.

The Village Administrator may take all steps that he, in his discretion, deems appropriate. At a minimum, the employee and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship.

In addition, and in order for the Village to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his views about the matter known to the Village Administrator, a Department Director, or the Assistant Village Administrator.

#### **5.3-02 Employee Romantic Relationship Policy**

- A. Objective: The Village strongly believes that a work environment where employees maintain clear boundaries between employee personal and professional interactions is most effective for conducting Village business and enhancing productivity. Although this policy does not prevent the development of friend-

ships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their supervisory or managerial responsibilities, their access to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the Illinois Public Labor Relations Act or any other applicable statute concerning the employment relationship.

- B. Procedures: During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity. Appropriate and inappropriate work guidelines are listed below:
- a) During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
  - b) Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while in work areas or premises, whether during working hours or not.
  - c) Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of the disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
  - d) Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace, and/or violate Department Rules and Regulations or Village policy. For example, an exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates as covered in Sec. 5.3-01.
  - e) Any concerns about the administration of this policy should be addressed to the Village Administrator, Department Director, or the Assistant Village Administrator.

## 5.4 APPEARANCE STANDARDS

The Village expects that all employees, uniformed and non-uniformed, will present a professional image at all times when performing job tasks. A professional image means wearing clothing that is clean, neat and with no holes or fraying. Without compromising the professional image the Village seeks to portray, the Village wishes to allow employees to dress comfortably. Employees are expected to be well groomed and dressed in a manner that is suitable for their responsibilities and position.

**5.4-01 UNIFORMED EMPLOYEES:** Employees required to wear a standardized uniform in the Police and Village Services Departments shall follow the particular standards established in their respective departments related to acceptable and required uniform attire including any required safety related equipment and clothing. When permitted by department policy, if a typically uniformed employee is allowed to wear non-uniform attire when performing job tasks, he shall follow the standards established for non-uniformed employees.

**5.4-02 NON-UNIFORMED EMPLOYEES:** The Village utilizes a business casual standard for all non-uniformed employees. Business casual is not to be interpreted as encouraging sloppiness. The Village defines business casual as being the following: slacks, skirts, dresses, blouses, shirts, sweaters or blazers. Ties are not required.

**5.4-03 UNACCEPTABLE CLOTHING/ACCESSORIES:** The following is a list of clothing/accessory articles that are not allowed and shall not be worn. While the list below provides a broad range of unacceptable attire, at any time a Department Director may deem attire unacceptable that is not listed below.

- a) Sweat suits, sweat pants or exercise wear
- b) Shorts or short skirts (more than 3" above knees)\*
- c) Tank tops, t-shirts, halter tops, low cut tops or tops with a low neckline
- d) Any type of shirt or clothing with objectionable wording, logo or slogan
- e) Beachwear or bib overalls
- f) Slippers, flip flops, sandals (dressy sandal like shoes are acceptable)
- g) Tight or revealing clothing
- h) Torn or frayed clothing
- i) Jeans of any color (except on designated casual days, i.e. Fridays and the day before a holiday)\*

- j) Visible and offensive tattoos
- k) Visible body piercing (except limited ear piercing)
- l) Hats (except as provided by the Village)\*

\* In certain instances, non-uniformed personnel whose primary duties require them to spend a significant amount of time in the field may receive authorization from a Department Director to wear attire not specified as acceptable business casual attire. Specifically, field personnel are permitted to wear shorts, jeans, hats and other clothing and footwear consistent with their Department Director's guidelines.

5.4-04 ENFORCEMENT: Acceptable personal appearance and hygiene, like proper maintenance of work areas, is an ongoing requirement of employment. Supervisors should communicate any department-specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

If a staff member's personal appearance or grooming is an issue (such as poor hygiene or use of too much perfume/cologne), the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected. If the problem persists, supervisors should follow the normal the progressive discipline process.

Department Directors are responsible for monitoring the appearance of their respective employees. The determination as to what is acceptable appearance shall be made by the Department Director and shall be final. If a Department Director determines that an employee is not in compliance with the Village's standards for appropriate workplace appearance, the employee may be sent home (without pay unless an employee is permitted to use accrued benefit time) to change. Additional disciplinary action may be taken for repeated violations of the appearance standards.

- 5.5 UNIFORMS: The Village on a requisition basis will provide uniforms for non-police persons occupying certain positions. Uniform items will be replaced as the need arises, on an item-for-item basis. That is, as an item becomes worn, it will be turned into the Village, and a new item will be issued in its place. Uniform items remain the property of the Village. Upon termination from service, at the Village's request, uniforms must be returned.

5.6 SUPPLEMENTAL EMPLOYMENT: Outside employment in addition to Village employment is allowed with permission provided that it complies with the secondary employment requirements set forth in the Risk Management and Loss Prevention Manual, and does not interfere with the employee's performance, cause a conflict of interest or appearance of impropriety with his Village duties and responsibilities, or reflect adversely upon the Village. Employees will not be permitted to engage in outside work that involves the use or sale of information related to Village operations. Employees shall inform their Department Director in writing and complete and submit all required documentation, of any outside employment, and a copy of all such reports shall be included in the central personnel file along with a copy of the Department Director's written permission authorizing such supplemental employment. No Village vehicles, equipment, facilities or, in cases of uniformed employees, uniforms shall be worn and used during such outside employment except as approved by the appropriate Department Director. In no event shall supplemental employment be permitted during the employee's regularly assigned working hours for the Village or while on duty.

5.7 SOLICITATION OR DISTRIBUTION OF PRINTED MATERIALS; COLLECTIONS AND DONATIONS FOR CHARITABLE CAUSES AND ORGANIZATION

- a) Employees are prohibited from soliciting on behalf of for-profit organizations anytime during the Village's hours of operation. Soliciting by employees for non-profit organizations is prohibited during the working time of the employee who is soliciting and the employee being solicited in any work area. This shall include canvassing, collection of funds, pledges, circulating petitions, solicitation of members, or any similar type activity. "Working time" means the time when the employee actually is scheduled to work as opposed to his mealtime, breaks, and before and after work.
- b) Employees are prohibited from distributing hard copy and electronic literature, including but not limited to handbills, leaflets, circulars, and other similar matter at any time in any work area. Solicitation and distribution is also prohibited in any work area where the public has access for the purpose of transacting business related to the Village government, even if during non-working time.
- a) Solicitation and distribution by non-employees are prohibited at all times on Village property not open to the public or only open to the public for the purposes of conducting business with the Village.

- b) No employee shall be required or pressured to donate funds to any charitable cause or charitable organization as a function of that person's employment with the Village. Employees may voluntarily donate monies to charitable organizations either directly or through the Village as provided by State statute, law, administrative determination, or by ruling of a court or tribunal of competent jurisdiction.
- c) Employees may solicit voluntary donations where a member of the family of a fellow worker has passed away or for similar cause, provided that such solicitation efforts are not conducted directly (pass the envelope), and provided such efforts are conducted in conformity with the provisions set forth herein above concerning the time and place for solicitations or requests for donations. In general, voluntary collections as a tribute to a fellow worker or to a member of the worker's family should be limited to the death or serious injury or illness of the employee or the employee's spouse, child or other member of the employee's household.

5.8 INFORMATION SYSTEMS POLICIES: Employees shall abide by all directives contained within the Village's Information Systems Policies and Procedures for computer and network usage by Village employees. These policies and procedures cover computer and network security, electronic mail usage, Internet usage, and the relationship of non-Village owned computer equipment to the use of and connection to the Village's system. New employees are provided with a copy of the Information System Policies when hired. The policies are available on the employee website. Employees who have limited access to the employee website may obtain a copy of the policies from their Department Director or the Assistant Village Administrator. Violations of the Information System policies and procedures will result in disciplinary action up to and including dismissal.

5.9 CODE OF ETHICS: Various laws regulate the conduct of Village employees including Illinois Public Act 93-617 ("State Officials and Employee Ethics Act") and Title 1 (Administration), Chapter 10 ("Code of Ethics") of the Village Code. Employees are expected to exercise ethical conduct and behaviors as outlined in these laws and the policies in this Employee Personnel Manual. The following subsection on political activity is also covered in the Village's Code of Ethics. New employees are provided with a copy when hired. A copy of the Village's Code of Ethics is available on the employee website, from the employee's Department Director, and in the Assistant Village Administrator. Employee questions related to these subjects should be referred to Department Directors or the Village Administrator. Violations of the Code of Ethics will result in disciplinary action up to and including dismissal.

### 5.9-01 POLITICAL ACTIVITY

- a) HIRING AND RETENTION: Village employees shall not be appointed or retained on the basis of their political activity or affiliation. No employee shall be deprived of employment or discriminated against solely because that person is a member or an officer of a political party, committee or organization, or supports or opposes a candidate for Village elected office.
- b) VILLAGE ELECTIONS: Village employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds or support, for the purpose of supporting or opposing the appointment or election of a candidate for any Village office.
- c) GENERAL ACTIVITIES: No employee during regular assigned working hours, and/or in Village uniform and/or while using Village vehicles and equipment, may engage in any political activity. This section shall not be construed to prohibit an employee from expressing opinions and convictions concerning issues and candidates.
- d) LEAVE OF ABSENCE: An employee may request to take and the Village may grant a sixty (60) day leave of absence without pay and without accrual of benefits if that employee wishes to participate in a political campaign as a candidate for any political office.

5.9-01 GIFTS: Employees shall not directly or indirectly solicit, accept, or receive any gift or consideration whether in the form of money, services, loan, discount, travel, item or promise offered for performance or non-performance of Village service, or any activity connected with such employment, in violation of the Gift Ban in the Village's Code of Ethics and the State Officials and Employee Ethics Act referred to above in Section 5.8. Employee questions about gifts may be directed to the Department Director or the Assistant Village Administrator.

5.10 NO SMOKING POLICY: In compliance with the Smoke Free Illinois Act of 2008, no smoking is permitted in Village facilities, including Village vehicles, or within fifteen (15) feet of an entrance, exit, windows that open, ventilation intake, or areas that employees leave or pass through during their employment. Violators of the policy or Act may be reported to the Health and/or Police Department. Employees who violate the policy or Act may be subject to discipline up to and including dismissal.

5.11 USE OF VILLAGE CREDIT CARD: The Village Administrator may authorize certain employees to use a Village-issued credit card in accordance with established policies and procedures. Eligibility guidelines are contained in a separate Village policy which is available from an employee's Department Director and the Assistant Village Administrator. The purpose of the Village credit card is to provide a convenient and expedient manner in which to pay for authorized Village business expenses. Authorized employees are required to read and complete the designated Credit Card Use form.

**SECTION 6**  
**EMPLOYEE SAFETY AND EQUIPMENT USE**

- 6.1 **SAFETY**: Employees shall abide by all safety directives contained within the Village's Safety Manual, Department Policies, and as issued by their supervisors. These directives may pertain to the safe and proper method for operating vehicles and equipment, utilizing Village facilities and safety gear, and other safe work practices. Failure to proceed or act in a safe manner, and thereby causing danger to oneself, Village property or other employees, shall be cause for disciplinary action up to and including dismissal. Unsafe working conditions, injuries or damage to equipment or property, regardless of cause, must be reported immediately by employees in accordance with established procedures to their immediate supervisor.

New employees are provided with a copy of the Safety Manual when hired. The Safety Manual is available on the employee website. Employees who have limited access to the employee website may obtain a copy of the Safety Manual and related policies from their Department Director or the Assistant Village Administrator.

6.2 **VILLAGE VEHICLES, EQUIPMENT AND FACILITIES**

**6.2-01 ON DUTY**: All vehicles, equipment and facilities shall be utilized appropriately, safely and in a manner that will not damage any particular item. Any willful negligence or avoidable accident resulting in damage to Village property may be cause for disciplinary action. Vehicles, equipment and facilities shall only be used for Village business and activities, or as authorized by the Village Administrator, or by the conditions of an individual Village employment agreement. These shall not generally be used for personal errands or other personal reasons. Only Village employees shall ride as passengers in Village vehicles or use Village equipment or facilities except as may be necessary in the carrying out of Village business or as specifically approved by the Village Administrator, or as authorized by the Department Director.

**6.2-02 OFF DUTY**: There shall be no use of Village vehicles, equipment or facilities during off duty hours. The only exception to this rule is the granting of Village vehicles to employees for the purposes of conducting Village business when such arises or by the conditions of an individual Village employment agreement. When a vehicle is in the possession of an employee during off duty hours, it shall be used for Village business when the need arises. It shall not be used for personal

errands or other activities, except for personal errands on the way to and back from work (provided this time is not compensated). No other passengers besides the authorized employee(s) shall use the vehicle during such hours. Employees may have their vehicles repaired at the Village pursuant to the Village's vehicle repair policy.

6.2-03 ACCIDENTS: Any damage resulting to Village vehicles, equipment and/or facilities shall be reported immediately to the employee's supervisor who shall submit a written report to the Village Safety Coordinator. Damage to a Village vehicle shall also be reported to the Police Department. The proper steps shall then be taken as more fully explained and delineated in the Village's Risk Management System and Employee Safety Manual.

6.3 PHYSICAL AND PSYCHOLOGICAL FITNESS FOR DUTY: When the Village has reasonable suspicion to believe that an employee is unfit to continue working in his assigned classification, the Village may require any employee to undergo physical, medical, and/or psychological examinations to be performed by an independent medical examiner to establish the fitness of the individual to continue work within his assigned classification, with said cost being the Village's responsibility. Upon advice of the independent medical examiner, the Village may impose a health maintenance program as a condition of continued employment, with said cost being the employee's responsibility, to the extent not covered by his insurance.

6.4 SUBSTANCE ABUSE POLICIES: Substance abuse by Village employees creates an unacceptably dangerous work environment, results in unproductive work days and sick leave abuse, and generally creates a risk to the safety and well-being of all employees and the citizens the Village serves. The Village also believes that the citizens of our community are entitled to expect that the employees who serve them obey the law, are reasonably fit and healthy, and are free from the effects of substance abuse.

The Village has established Policies regarding substance abuse including screening and treatment programs applicable to employees and potential employees of the Village, in addition to all Commercial Driver's License (CDL) drug and alcohol testing policy requirements. New employees are provided with a copy of the Substance Abuse Policies when hired. Copies of the Policies are available on the employee website, from the employee's Department Director, and in the Assistant Village Administrator.

6.5 EMPLOYEE ASSISTANCE PROGRAM: The Village currently offers an employee assistance program to its employees. The Employee Assistance Program (EAP) is a confidential service designed to help employees and immediate family members with personal problems. The EAP can assist by providing confidential assessment, short term counseling, and/or referral services. The Village Administrator may terminate the EAP at any time should it be deemed in the Village's best interest to terminate the program. More information on the EAP is available on the employee website, from Department Directors, and in the Assistant Village Administrator.

6.6 VIOLENCE IN THE WORKPLACE:

6.6-01 DEFINITION: The Village will make every reasonable effort to provide a safe working environment for all employees and for all persons who conduct business with the Village. Any employee that has experienced or witnessed an act of violence, or a threat of such, in the Village workplace is to immediately advise his supervisor. Violence is further defined as, but not limited to, the following:

- a) Any physical behavior that involves pushing, fighting, spitting, kicking, squeezing, pinching, scratching, twisting, biting, throwing objects, or any intentional behavior that would injure another or attempt to injure another.
- b) Any verbal communication which involves threatening physical harm, either directly or implicitly through direct threats, veiled threats, conditional threats, or written, telephone or electronic threats.
- c) Any physical behavior or verbal, written or electronic communication that involves intimidation such as stalking, surveillance, criminal damage to property, or an endorsement of the inappropriate use of firearms or weapons.

6.6-02 DISCIPLINARY ACTION: The Village has a zero tolerance workplace violence policy. Threats, threatening language or any other acts of aggression or violence made toward or by any Village employee will not be tolerated. Employees who violate this policy will be disciplined according to the severity of the incident. Discipline will be issued based on the need to effectively correct the inappropriate conduct, up to and including dismissal.

6.6-03 APPLICATION: The Village's prohibition against threats and acts of violence applies to all persons involved in Village operation, including but not limited to regular or introductory period personnel, contract, and temporary workers and anyone else on Village property.

## 6.7 WEAPON FREE WORKPLACE POLICY:

6.7-01 POLICY: To ensure that the Village maintains a workplace safe and free of violence for all employees, the Village prohibits the possession of firearms or other dangerous weapons on Village property in violation of the Illinois Firearm Concealed Carry Act (the "Concealed Carry Act"), or the use of firearms or other dangerous weapons on Village property, or while conducting Village business, and/or while attending any work-related event.

6.7-02 EXCEPTIONS: The only exceptions to this policy are weapons properly carried and appropriately used by sworn law enforcement personnel or firearms stored according to the provisions of the Concealed Carry Act. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including dismissal. In addition, any employee suspected to be in violation of the Concealed Carry Act could also be subject to criminal prosecution.

6.7-03 COVERED EMPLOYEES: All Village employees, including temporary and seasonal employees, are subject to these provisions at all times while on Village property or in Village facilities, whether on duty or off duty.

6.7-04 VILLAGE PROPERTY: "Village property" is defined as all Village owned or leased buildings or portions thereof and their contents and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Village's ownership or control and work sites where Village employees are engaged. Village property is also defined as all Village-owned or leased vehicles.

6.7-05 DANGEROUS WEAPONS: "Dangerous weapons" include, but are not limited to, firearms, explosives, and other weapons or devices that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy and is not stored in violation of the Concealed Carry Act.

6.7-06 ADMINISTRATION: This policy is administered by Department Directors in consultation with the Assistant Village Administrator. Anyone with questions or concerns specific to this policy should contact his Department Director or the Assistant Village Administrator.

- 6.8 SEARCH, INSPECTION AND INVESTIGATION: It is the Village's policy, when deemed necessary by the Village Administrator, for authorized persons to search and inspect both Village property in use by an employee (i.e., locker, work area and/or vehicle) and personal items, including vehicles, brought onto Village property. Refusal to cooperate in a search, inspection, or investigation will result in disciplinary action up to and including dismissal. The Village will conduct searches, inspections and investigations consistent with applicable laws.
- 6.9 WORKPLACE BULLYING: The Village defines workplace bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates the Village's conduct policy, which clearly states that all employees will be treated with courtesy and respect.

The purpose of this policy is to communicate to all employees that the Village will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Village considers the following types of behavior examples of bullying:

- a) Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- b) Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- c) Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- d) Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

## **SECTION 7**

### **DISCIPLINARY ACTION**

7.1 **COVERAGE:** When employees observe reasonable rules of safety, courtesy, respect and common sense, a more harmonious and enjoyable work atmosphere results. In order to maintain a safe, efficient and harmonious organization, the guidelines listed below have been established for Village employees. Police Officers may be subject to additional guidelines promulgated by the Board of Fire and Police Commissioners regarding disciplinary action.

7.2 **PROGRESSIVE DISCIPLINARY PROCEDURE:** The Village has established general guidelines to govern the conduct of its employees. Disciplinary outcomes may vary depending upon the particular situation. Each case will be evaluated on its merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition, and the attitude of the offender. In addition, the employee's work history, including performance evaluations, previous disciplinary record, and length of service may be taken into consideration, as well as other relevant factors, in determining the level of discipline to be imposed.

The Village reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to demotion, oral and written warnings, suspension with or without pay and dismissal. Violations of work rules, instances of unacceptable behavior or misconduct, or continued poor performance will be subject to progressive discipline. This means that employees will be assessed penalties that become increasingly severe each time an offense is repeated or a performance improvement is not forthcoming. Repeated infractions or infractions of a more serious nature will result in a demotion, suspension or dismissal. Some types of misconduct are so intolerable that they can be punished by suspension or termination at the first occurrence.

7.3 **TYPES OF DISCIPLINARY ACTIONS:** The Village can enforce any of the following forms of disciplinary action as deemed necessary under the circumstances of the individual offense.

**VERBAL REPRIMAND:** A verbal reprimand may be issued to an employee prior to the issuance of a written reprimand at the supervisor's discretion. Verbal reprimands become a part of the employee's file and may be used as support for further disciplinary action.

WRITTEN REPRIMAND: When an employee fails to abide by the rules and regulations set forth in this Employee Personnel Manual, does not abide by departmental regulations, or is in violation of other offenses, the employee may be given a written reprimand. Written reprimands or warnings are used for behavior or violations which a supervisor considers serious or where a verbal reprimand has not helped to change unacceptable behavior.

The Department Director shall have placed in the central personnel file of the particular employee a copy of the written warning sent to the employee and signed by that employee, acknowledging receipt of the warning. An employee's refusal to sign the written reprimand does not preclude placement in the employee's file.

SUSPENSION: An employee may be suspended with or without pay for up to thirty (30) working days by the Department Director, subject to FLSA limitations. For suspensions beyond thirty (30) working days, the Village Administrator has the authority to suspend an employee with or without pay for longer periods. Leave benefits do not accrue during an unpaid suspension. A Department Director shall file a written report with the Village Administrator on the cause for suspension of an employee prior to the effective date of such suspension. An employee shall be given a written notice of suspension.

DISMISSAL: The Village Administrator has the authority to dismiss any Village employee, including sworn personnel (both introductory and non-introductory officers) who are part of a collective bargaining unit but excluding sworn personnel covered under the rules and regulations of the Board of Fire and Police Commission and employees appointed by the Village President & Board of Trustees. Notice of dismissal shall be in writing.

- 7.4 SUSPENSION PENDING INVESTIGATION: Employees who allegedly commit acts of violence or other egregious misconduct or serious safety violations can be suspended immediately, with or without pay, pending a management investigation and review of the matter. Employees who are cleared of charges pending against them will be reinstated with full back pay and no loss of benefits or seniority. Employees whose charges are upheld against them will be subject to discipline, up to and including dismissal.

- 7.5 SUSPENSION WITHOUT PAY FOR EXEMPT EMPLOYEES: Suspensions without pay for exempt employees generally must be in increments of one week except for two circumstances. A deduction from pay as a penalty for violations of safety rules of major significance can be made in any amount. Penalties for infractions of workplace conduct rules may be in one (1) or more full days for exempt employees. Such “workplace conduct” violations should be of a serious nature, and does not apply to discipline for performance or attendance issues. Workplace conduct infraction may include sexual harassment, violence, drug or alcohol policy violations, or violations of State or Federal laws.
- 7.6 EMPLOYEE BENEFITS DURING SUSPENSION: The Village will continue to pay its portion of the employee’s health and dental insurance premium costs while an employee is suspended without pay for up to thirty (30) calendar days. The employee must abide by the terms and conditions of the insurance benefits in order to maintain coverage during such periods, including making arrangements to pay for the employee’s portion of the premium cost. Employees will not accrue benefit time or service credit while on an unpaid suspension.
- 7.7 DEMOTION: A change in employment status from a position in one classification to a position in a lower classification involving a decrease in responsibility and a lower maximum pay rate. Examples that may result in a demotion or eventual termination are inefficiency in performing the duties of the position and performance that consistently falls below expectations or standards set for the position.
- 7.8 APPEALS: A regular employee (not including introductory, seasonal or temporary employees) who has been disciplined that considers himself aggrieved may file a grievance in accordance with Section 8 of this manual.

**SECTION 8**  
**GRIEVANCE PROCESS**

- 8.1 **DEFINITION:** A “grievance” is defined as a dispute or difference of opinion raised by any employee who is not covered by a collective bargaining agreement with the Village. Except as noted below and elsewhere in this Employee Personnel Manual, an aggrieved employee shall have the right to file a grievance on his behalf.

The exclusive remedy for those employees who are covered by a collective bargaining agreement is their collective bargaining agreement. As such, the grievance procedure outlined here is not intended to apply in situations where a collective bargaining agreement governs. Rather, this procedure is applicable to employees who are not covered by a collective bargaining agreement or in situations that are not addressed in a collective bargaining agreement or the Rules and Regulations of the Board of Fire and Police Commissioners. Sworn Police personnel may be subject to the Rules and Regulations of the Board of Fire and Police Commissioners with regard to its grievance appeal procedure.

- 8.2 **TIME LIMITS:** If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance within the specified time limit, it shall be considered progressed to the next step of the grievance procedure. In all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing by the parties. As used herein, “business days” shall mean Monday through Friday, excluding recognized Village Holidays.

- 8.3 **COMMENCEMENT OF GRIEVANCE:** At the time of filing, the grievance shall be presented to the Department Director, solely for the purpose of determining which step is appropriate for the commencement of the grievance procedure.

- 8.4 **PROCEDURE:** A grievance filed against the Village shall be processed in the following manner:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s Department Director, specifically indicating that the matter is a grievance under this Employee Personnel Manual. The grievance shall contain a complete statement of all facts which support the grievance and are known to the grievant at the time of filing, the provision or provisions of Village policy which are alleged to have been violated, a specific statement of how or in what manner

Village policy has been violated and the relief requested. Village policy violations not alleged in the originally filed grievance shall be barred from consideration during the pendency of the grievance. Any grievance must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Department Director shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and another representative employee if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Department Director shall provide a written response to the grievant within ten (10) business days following their meeting.

Step 2: If the grievance is not settled at step 1, the employee may appeal. The grievance shall be in writing and signed by the grievant and submitted to the Village Administrator within ten (10) business days after receipt of the Village's answer in step 1. Thereafter, the Village Administrator and the Department Director or other appropriate individual(s) as desired by the Village Administrator shall meet with the grievant and another representative employee if one is requested by the grievant within ten (10) business days. The Village Administrator within ten (10) working days following the meeting shall render a written decision. The determination of the Village Administrator shall be final.

**SECTION 9**  
**EMPLOYEE PERFORMANCE**

- 9.1 **PERFORMANCE REVIEW:** A Performance Review is a management tool used as a means of ensuring that employees are performing in a manner compatible with the expressed goals and purposes of the department. The Performance Review is used to provide employees with an evaluation of their performance that will be used in the administration of the merit pay plan, identification of individual and group training needs, to assist in identifying promotional potential, and to supplement the rating of employees for promotional consideration.
- 9.2 **PERFORMANCE EVALUATIONS:** The performance of all regular full and regular part-time employees shall be evaluated not less than one time per year, and as often as there are alterations in employment status, merit increase, promotion, demotion, transfer, termination, prior to the end of an introductory period, or any other change in reporting status, in accordance with the performance evaluation factors as established by the Village. Each Department may utilize interim evaluations, depending on departmental needs. However, only the annual or status change evaluation will be used for purposes of merit awards.
- 9.3 **INTERIM PERFORMANCE EVALUATIONS:** There are circumstances where a supervisor may conduct an interim performance review due to a decline in an employee's performance into a below standard level to counsel an employee, such that the employee can take corrective actions prior to the next regularly scheduled formal evaluation.
- 9.4 **SUBSTANDARD PERFORMANCE ON ANNUAL EVALUATION:** Employees performing at "Below Standard" levels as of their annual review will not receive a merit increase for that year. Employees determined to have performed at "Below Standard" levels upon their annual evaluation will either be assigned to a six month evaluation period consisting of two interim three (3) month interval evaluations or will be terminated, depending on the severity of the "Below Standard" performance, and/or prior interim evaluation attempts to improve performance. If performance is not raised to Standard levels upon the completion of the evaluation period, the employee will be terminated.

- 9.5 PERFORMANCE IMPROVEMENT PLAN: When an employee's performance is determined to be at a below standard level overall or in a particular area, a written Performance Improvement Plan may be completed by the supervisor and submitted with the employee's Performance Evaluation. The purposes of the Performance Improvement Plan are to document the specific job related functions or areas that the employee needs to improve upon, indicate specific milestones that will be used to measure the employee's progress in those areas, and establish a time frame for achieving each listed goal. The completed Performance Improvement Plan shall be discussed by the supervisor with the employee, and both shall sign and date it. The employee will be given a copy and the original will be placed in the employee's personnel file.

## **SECTION 10**

### **JOB CLASSIFICATION PLAN**

- 10.1 **PURPOSE:** The purpose of the Job Classification Plan is to provide an inventory of positions in the Village service and accurate job descriptions and specifications for each class of employment. The plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities, and has the same meaning throughout the Village service.
- 10.2 **COMPOSITION:** The Job Classification Plan consists of:
- a) A grouping into classes of positions which are of approximately equal difficulty and responsibility, which require the same general qualifications and which can be equitably compensated within the same range of pay under comparable working conditions. It should be noted that some Village positions are subject to pay ranges contained in the applicable collective bargaining agreements.
  - b) Written job descriptions for each class of positions, containing the general nature of the work and of the responsibility of the positions of the class, examples of work which are illustrative of duties and positions assigned to the class, requirements of work in terms of knowledge, abilities, skills, effort and working conditions, a statement of experience and training desirable for recruitment or promotion into the class, and, in certain cases, necessary special qualifications.
- 10.3 **TITLE:** Job titles shall be used in all personnel, budget, appropriation, and financial records. Titles used in the course of departmental routine or in dealing with the public to indicate authority, status in the organization, or administrative rank may continue to be used for such purposes.
- 10.4 **JOB DESCRIPTIONS:** Job descriptions are to be interpreted in their entirety and in their relation to others in the Classification Plan. Particular phrases or examples are not to be isolated and treated as a full definition of the position. They are descriptive of the kind of work performed and are not inclusive of all duties which may be performed or assigned.
- 10.5 **USES OF THE PLAN:** The Job Classification Plan shall be used:
- a) In preparing public announcements of vacancies.

- b) As a guide in preparing examinations that will measure the qualifications needed to adequately perform the work of the class.
  - c) In determining lines of promotion and in developing an employee training program.
  - d) In preparing personnel service items in the department budgets.
  - e) In determining salaries for various types of work (subject to collective bargaining agreements).
  - f) In providing uniform job terminology understandable by all Village officials, employees, and the general public.
- 10.6 COVERAGE: The Village reserves the right to determine which work duties and responsibilities will be performed by employees within and outside of the Village workforce. As part of this management process, the Village is responsible for creating and updating job descriptions for all positions within the Village workforce.
- 10.7 MAINTENANCE: Department Directors and supervisors shall be responsible for presenting in writing to the Village Administrator any material change in the nature of duties, responsibilities, working conditions or other factors affecting the classification of any position. Any employee may request a classification review of his own position by presenting in writing to the employee's Department Director supporting information for reclassification. Following the receipt of such information, the Village Administrator shall restudy the position and determine if the classification should be changed.
- 10.8 ADMINISTRATION: The Job Classification Plan is maintained and administered by the Village Administrator who is responsible for approving changes in job descriptions and job titles. When circumstances warrant, the Village Board of Trustees may change the number of positions within the job classification plan and pay ranges associated with the positions pursuant to Section 11 Pay Plan.

## **SECTION 11**

### **PAY PLAN**

- 11.1 **OBJECTIVES:** The objectives of the Pay Plan are to attract and retain qualified employees and to motivate employees to direct their efforts toward achieving goals of the organization. The Pay Plan is designed to encourage higher levels of employee effort and productivity through a performance based pay system. The goals of the Pay Plan must be achieved within the financial limitations of the Village and must be in compliance with Federal and State laws and regulations. The plan should be easily administered and flexible in nature in order to balance the goals of the plan against the costs of administering it. In order to achieve these stated objectives, the intended purposes of the plan follow.
- 11.2 **PURPOSES:** Given the stated objectives of the Pay Plan outlined above, the intended purposes of the Pay Plan are:
- a) To provide relatively similar pay for positions of relatively similar complexity and responsibility within the organization.
  - b) To provide pay ranges which are reasonably comparable to those paid by other governmental jurisdictions and private industry for similar types of work.
  - c) To provide orderly and consistent means of rewarding employees for good performance. This shall be accomplished by employee performance evaluation.
  - d) To simplify and facilitate payroll administration, budgeting, and other phases of financial and personnel administration.
- 11.3 **COMPOSITION:** The Pay Plan includes a schedule of standard pay ranges consisting of minimum and maximum rates of pay for covered non-bargaining unit positions. Pay rates and increases for bargaining unit employees are contained in the applicable collective bargaining agreements.
- 11.4 **DEVELOPMENT AND MAINTENANCE:** The Village Administrator shall be responsible for the development, review, and maintenance of the Pay Plan subject to Village Board of Trustees' approval of all changes in the Pay Plan and all adjustments of Position Titles within the Pay Plan. Pay Plan pay ranges shall be linked directly to the titles of positions in the Job Classification Plan and shall be determined with due regard to the following factors:

- a) The knowledge, skills, ability, and behaviors required to satisfactorily perform the work.
- b) Duties and responsibilities required.
- c) Experience and educational requirements.
- d) The mental and physical effort required to satisfactorily perform the work.
- e) Any special working conditions related to the work.
- f) External market competitiveness.

The Village Administrator may, from time to time, make, or cause to have made, such comparative studies as deemed necessary of the factors affecting the level of pay ranges. On the basis of information derived from such studies, the Village Administrator may recommend changes in the assignment of pay ranges to the Village Board of Trustees for approval. No employee's pay will be reduced as a result of a pay range adjustment. If the employee's pay is above the maximum in the adjusted pay range, he will continue to receive the same pay.

- 11.5 STARTING RATE: The minimum rate of pay for a class shall be paid upon assignment to the class, except that starting rates above the minimum rate may be paid if the Department Director and Assistant Village Administrator submit a joint\_written request outlining reasons for such action and which is approved by the Village Administrator. Justification for approval of a starting rate above the minimum rate for the class will be limited to recognition of exceptional qualifications and experience of a candidate or lack of qualified candidates at the minimum rate. If a former employee is reemployed in a class for which he was previously employed, the Village Administrator may make an appointment at the same rate of pay which the employee was receiving at the termination of his/his service if the former employee's previous rate of pay is at or above the established minimum rate at the time of reemployment. Section 11 of the Employee Personnel Manual is not intended to change, alter or contradict the specific language found in an applicable collective bargaining agreement covering Village employees.

- 11.6 PAY INCREASES: Pay increases within a pay range shall normally be awarded on the merit date of the employee assuming his current position or the anniversary date of his last increase. All pay increases shall be made on the basis of good performance evaluations and based on merit. Pay increases resulting from the adjustment of pay ranges in accordance with SECTION 11.4 DEVELOPMENT AND MAINTENANCE shall not prevent within-range increases in accordance with this Paragraph (11.6).
- 11.7 PAY FOR REGULAR PART-TIME WORK: Whenever an employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month, the amount of pay shall be proportionate to the time actually worked and the pay for the class unless special circumstances require upward or downward revision of this rate. Such revision shall be subject to the approval of the Village Administrator.
- 11.8 PAY RATES IN TRANSFER, PROMOTION, AND DEMOTION: If an employee is transferred, promoted, or demoted, his rate of pay for the new position shall be determined as follows:
- a) If the rate of pay in the former class is less than the minimum rate established for the class of the new position, the rate of pay shall be advanced to the minimum for the class of the new position.
  - b) If the rate of pay in the former class is more than the maximum rate established for the new class, the pay shall be reduced to the maximum rate or an intermediate rate of the new range as determined by the Village Administrator.
  - c) If the rate of pay of the former class falls within the new range of pay and at an established rate in the range of the new class, the pay rate shall remain the same in the case of a transfer, shall be increased at least five percent (5%) in the case of a promotion, and, at the discretion of the Village Administrator, shall remain the same or shall be adjusted to a lower increment in the case of demotion.

11.9 ACTING STATUS: In the event of a vacancy or unfilled position the Village Administrator may temporarily appoint another employee to assume some or all of the duties on an “acting” basis. In such cases a pay adjustment may be made in accordance with Section 11.8 depending on how many duties the employee will be performing in the acting capacity and taking into consideration the expected duration. A pay adjustment may be considered in cases where the vacancy is anticipated to be of longer duration as determined by the Village Administrator in his discretion.

## **SECTION 12**

### **HOURS OF WORK AND OVERTIME**

- 12.1 **WORK PERIODS:** The standard work cycle for all employees will be from Saturday 12:01 a.m. through Friday at Midnight. The Village hereby specifically announces its intentions to conform to all guidelines established under Section 207 (k) of the Federal Fair Labor Standards Act. Employees will submit their time record weekly as directed by their Department Director. Each employee is to maintain an accurate daily record of his hours worked. All absences from work schedules shall be appropriately recorded.
- 12.2 **WORK DAY:** Full-time employees generally will be scheduled for an eight and one-half (8 ½) hour day, including a thirty (30) minute unpaid meal period. Exceptions to the length of the work day and meal period can be made upon the recommendation of the Department Director and the approval of the Village Administrator for specific job related reasons. A meal period will be assigned by the supervisor who shall determine the timing and personnel involved; however, this section should not be construed as a guarantee or limitation on the number of hours of work offered to employees on a daily or weekly basis. (Any exceptions to Section 12 herein are typically defined in the applicable collective bargaining agreement.)
- 12.3 **REPORTING FOR WORK:** Employees are expected to be in attendance on time and be ready to work at their designated worksite as determined by their supervisor. Non-exempt employees who are more than seven and one-half (7 ½) minutes late may be docked accordingly at fifteen (15) minute intervals.
- 12.4 **BREAK PERIODS:** Breaks may be taken at the discretion of the supervisor for reasonable intervals. The supervisor shall ensure that adequate coverage exists at all times during the break periods. The break period is considered paid working time, and employees are considered to be available for any assignment during any break period.
- 12.5 **OVERTIME PAYMENT:** In accordance with the Fair Labor Standards Act (FLSA), nonexempt employees are eligible to receive overtime pay at a rate of one and one-half (1-½) times their regular pay for time worked in excess of forty (40) hours per work week. All paid leave time shall be considered as hours worked for overtime purposes, including sick leave. Overtime shall be paid in fifteen (15) minute increments to non-exempt employees. An employee's work schedule may be adjusted

by the Village during a workweek to avoid overtime. Exempt employees are not eligible for overtime.

12.6 COMPENSATORY TIME OFF: Subject to Departmental procedures and approval a non-exempt employee may earn and take compensatory time off in lieu of overtime. Compensatory time off is allowed provided all of the following conditions are met.

- a) The employee receives one and one-half (1 ½) time for all hours over forty (40) worked in a work week or double (2) time accordingly, as appropriate.
- b) The employee agrees to compensatory time in lieu of overtime pay prior to incurring such time.
- c) The employee secures his supervisor's approval prior to taking compensatory time off. Compensatory time must be taken in minimum increments of one-quarter (1/4) hour, provided that the supervisor is given twenty-four (24) hour notice. Advance notice may be waived by the Department Director, in cases of emergency.
- d) Employees may not accumulate more than forty (40) hours of compensatory time at any given time.
- e) Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time once per calendar year.
- f) Payment for compensatory time will be at the employee's current rate of pay.
- g) At termination the employee is paid out any unused compensatory time.

12.7 REQUIRED OVERTIME: Each Department Director shall have the right to require overtime work. Employees may not refuse overtime assignments. All overtime must be authorized in advance by the Department Director or by a designated supervisor. Employees are expected to respond to a call-out during an emergency or when overtime is assigned, except when illness or unusual circumstances make it impossible to do so. Responsiveness to call-out orders and fulfillment of overtime assignments shall be a consideration in all performance evaluations. Failure to work required overtime may result in discipline up to and including dismissal.

12.8 CALL BACK: A call back is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to a work station, at a specified time, shall be compensated on the following basis:

- a) If less than eight (8) hours notice is given, non-exempt employees shall be compensated for a minimum of two (2) hours at two (2) times their regular rate of pay.
- b) If eight (8) or more hours notice is given, non-exempt employees shall be compensated for a minimum of two (2) hours at one and one-half (1 ½) times their regular rate of pay.
- c) Compensation begins when the employee reports for duty.
- d) Callbacks do not include any changes in or assignments of shifts.

12.9 TELECOMMUTING CALL BACK RESPONSE: Non-exempt employees assigned or designated on call who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by electronic technologies including but not limited to SCADA, computer, facsimile machines, and telephones (excluding employee to employee consultations) shall be compensated on the following basis:

- a) If the problem is resolved through telecommuting methods a non-exempt employee shall be compensated for a minimum of one (1) hour at the appropriate rate of pay. Compensation shall begin when the employee enters into the electronic technology, and only after an employee's total response time exceeds seven and one-half (7 ½) minutes, in accordance with the FLSA rounding rules.
- b) If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite Village station, then the compensation shall be based on the minimum as defined in Section 12.8 Call Back. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of "total hours worked". Travel time is not counted as "hours worked".

12.10 POSITIONS INELIGIBLE FOR OVERTIME COMPENSATION: Only those positions that have fulfilled the FLSA Salaried Basis and Job Duties Tests, and as provided for in the Village's Job Classification Plan, shall be exempt from overtime compensation.

12.11 POLICY ON EXEMPT EMPLOYEE PAY: In accordance with the Fair Labor Standards Act (FLSA) regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed, except for those situations identified in Sections 7.5 and 12.12. Employees who feel their pay has been improperly reduced should report this immediately following the procedures specified below.

Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which they perform no work at all for the Village.

Deductions from pay cannot be made as a result of absences due to the circumstances listed below. Such improper pay deductions are prohibited by the Village. Directors, managers or supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action will be taken in accordance with normal procedures.

- a) Jury duty.
- b) Attendance as a witness.
- c) Temporary military leave.
- d) Absences caused by the Village.
- e) Absences caused by the operating requirements of the Village.
- f) Partial day amounts other than those specifically discussed below.

This provision covers exempt employees who are subpoenaed to jury duty or to testify in court in performance of a civic duty. Time that an employee spends in a court as a party in his own case would not be covered and would be treated like leave for personal reasons.

12.12 DEDUCTIONS FROM EXEMPT EMPLOYEE PAY: The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases deductions may be permissible as long as they are consistent with other Village policies and practices.

- a) Absences of one (1) or more full days for personal reasons other than sickness or disability (partial days must be paid). Such situation may occur when an employee has exhausted all applicable paid leave.

- b) Absences of one (1) or more full days due to sickness or disability. This exception can apply when the employee is not yet eligible for the sickness/disability policy or has exhausted the paid leave benefits the Village provides.
- c) Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week. No deductions can be made for failure to work for these reasons, however.
- d) Penalties imposed by infractions of safety rules of major significance. (Note: a deduction from pay as a penalty for violations of major safety rules can be made in any amount.)
- e) Unpaid disciplinary suspensions of one (1) or more full days in accordance with the Village's disciplinary policy. Such "workplace conduct" violations should be of a serious nature, and does not apply to discipline for performance or attendance issues.
- f) Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.
- g) Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act.

12.13 EXEMPT EMPLOYEE COMPLAINT PROCEDURE:

- a) Employees who believe their pay has been improperly reduced should contact the Assistant Village Administrator immediately to request an investigation.
- b) The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay deduction and whether it has occurred on other occasions.
- c) The Village will review pay records and interview the employee's Director as well as the payroll representatives handling the employee's pay, to determine if the allegation is correct.
- d) If the deduction was in fact improper, the Village will reimburse the employee as promptly as possible (but in no case longer than two (2) pay periods from the identification of the problem).

- e) The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Village. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with the Village's disciplinary policy.
- f) The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed in the employee's personnel file.
- g) Following the identification of such a problem, the Village will establish a practice to regularly audit employee pay records to ensure no further issues arise.

**SECTION 13**  
**HOLIDAYS, VACATION, AND OTHER LEAVE TIME**

13.1 HOLIDAYS

13.1-01 DESIGNATED DAYS: The following shall be general holidays for Village employees. Only regular full-time employees in good standing shall be entitled to paid holidays. Regular part-time and temporary employees shall only receive pay if they are required to work on the holiday.

New Year's Day  
Presidents Day  
Friday before Easter  
Memorial Day (Observed)  
Independence Day  
Labor Day (First Monday in September)  
Thanksgiving Day (Last Thursday in November)  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

13.1-02 WEEKENDS: Generally, whenever any of the above holidays fall on a Saturday, the preceding Friday shall be observed as a holiday; and whenever any of the above holidays fall on a Sunday; the following Monday shall be observed as a holiday. Modifications to these observances for specific holidays for specific reasons may be made from time to time upon direction by the Village Administrator with appropriate advance notice.

13.1-03 WORK ON HOLIDAYS: Hours worked by a non-exempt regular full-time and regular part-time or temporary employee during a regular shift on a paid holiday shall be computed at one and one half (1-1/2) times the employee's regular hourly rate of pay. Regular full-time non-exempt employees shall be credited, in addition to the pay for hours worked, paid holiday compensation.

13.1-04 CALL BACK ON A PAID HOLIDAY: Hours worked by a non-exempt regular full-time, regular part-time or temporary employee called in to work on a paid holiday shall be computed at a rate two (2) times such employee's regular hourly rate of pay with a minimum of two (2) hours. Regular full-time non-exempt employees shall be credited, in addition to the pay for hours worked, paid holiday compensation.

Regular full-time non-exempt employees may bank holiday hours if they work on the holiday, but must take the benefit prior to the end of the first quarter (1/4) of the succeeding calendar year or will automatically be paid out if not used within the specified time frame.

13.1-05 HOLIDAYS ON OFF DAYS: Should a holiday occur on a day that a regular full-time employee is not otherwise scheduled to work, such employee will be granted a different day off with pay within the same calendar year, at a time mutually agreed upon by the employee and the supervisor concerned. Should an employee be absent without pay on either the last scheduled working day before or the first scheduled working day after the designated holiday, another day will not be granted.

## 13.2 VACATION LEAVE

13.2-01 ELIGIBILITY AND ALLOWANCES: All regular full-time employees shall begin to earn Vacation Leave credits as of the date of hire per the schedule in Section 13.2-02. Employees are not entitled to use any Vacation Leave until they have satisfactorily completed their initial introductory period.

Regular employees shall not accumulate more than the equivalent of two (2) years of Vacation Leave credit (i.e., an employee earning eighty (80) hours of Vacation Leave credit shall not accumulate Vacation Leave credit of more than one hundred sixty (160) hours).

13.2-02 EARNING SCHEDULE: Regular employees shall earn Vacation Leave credit on a straight time hours worked basis throughout the employment year. Except as noted in the next paragraph below, in determining the appropriate earning schedule, the date of hire is counted as the first anniversary date. Vacation Leave credit shall not be accumulated during any "layoff" period, nor shall Vacation Leave credit be accumulated during any unpaid Leave of Absence or suspension without pay, unless for a work related injury, as provided in the Employee Personnel Manual.

Beginning January 9, 2012, a regular part-time employee who is regularly scheduled to work at least twenty (20) hours per work week will earn prorated Vacation Leave based upon hours worked. The manner of initial accrual of Vacation Leave credit for part-time employees will be determined by the Assistant Village Administrator.

The following earning schedule pertains to regular full-time employees:

- a) Employees who have NOT attained their fifth (5<sup>th</sup>) anniversary date of continuous employment with the Village shall earn eighty (80) hours (two (2) weeks) of paid Vacation Leave per year or 3.08 hours per pay period.
- b) Employees who have attained their fifth (5<sup>th</sup>) anniversary date but have NOT attained their twelfth (12<sup>th</sup>) anniversary date of continuous employment with the Village shall earn one hundred twenty (120) hours (three (3) weeks) of paid Vacation Leave per year or 4.62 hours per pay period.
- c) Employees who have attained their twelfth (12<sup>th</sup>) anniversary date but have NOT attained their sixteenth (16<sup>th</sup>) anniversary date of continuous employment with the Village shall earn one hundred sixty (160) hours (four (4) weeks) of paid Vacation Leave per year or 6.15 hours per pay period.
- d) Employees who have attained their sixteenth (16<sup>th</sup>) anniversary date of continuous employment with the Village shall earn AN ADDITIONAL eight (8) hours of paid Vacation Leave (0.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of an additional one-hundred twenty (120) hours for thirty (30) or more years of continuous employment as shown in the schedule below:

<u>Attained Anniversary Date (Years)</u>	<u>Vacation Leave Credit (Days/Weeks)</u>
<u>16 Years</u>	<u>21 Days</u>
<u>17 Years</u>	<u>22 Days</u>
<u>18 Years</u>	<u>23 Days</u>
<u>19 Years</u>	<u>24 Days</u>
<u>20 Years</u>	<u>25 Days</u> (5 weeks) (Maximum accrual rate for new full-time employees hired on or after the date of January 9, 2012)
<u>21 Years</u>	<u>26 Days</u>
<u>22 Years</u>	<u>27 Days</u>
<u>23 Years</u>	<u>28 Days</u>
<u>24 Years</u>	<u>29 Days</u>
<u>25 Years</u>	<u>30 Days</u> (6 weeks)
<u>26 Years</u>	<u>31 Days</u>
<u>27 Years</u>	<u>32 Days</u>
<u>28 Years</u>	<u>33 Days</u>
<u>29 Years</u>	<u>34 Days</u>
<u>30 Years</u>	<u>35 Days</u> (7 weeks) (Maximum accrual rate for existing full-time employees hired before the date of January 9, 2012)

- e) Regular full-time employees hired on or after the date of January 9, 2012 shall not be entitled to the benefits set forth in subsection d) but instead shall receive the following. Employees who have attained their sixteenth (16<sup>th</sup>) anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid Vacation Leave (0.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of forty (40) additional hours for twenty (20) or more years of continuous employment (for a maximum total of two-hundred (200) hours or five (5) weeks of Vacation Leave earned per year or 7.69 hours earned per pay period at twenty (20) or more years of continuous service.) This subsection e) rather than subsection d) above shall be applied on a prorated basis to regular part-time employees who qualify for Vacation Leave credit no matter when they were hired.

13.2-03 SALARIED EXEMPT EMPLOYEES: Salaried exempt employees are eligible for up to forty (40) additional vacation hours per year based on performance and extra hours worked, subject to the Village Administrator's approval; however, at the Village Administrator's discretion, such salaried exempt employees may receive a "one-time bonus" payment (which will not exceed the equivalent of forty (40) hours' pay) in lieu of additional vacation hours. Full-time salaried exempt employees who have reached the maximum vacation accumulated level of accruing seven (7) weeks of vacation per year shall only be eligible for a "one-time bonus" and not additional vacation hours, if they were hired before the date of January 9, 2012. New salaried exempt employees hired on or after the date of January 9, 2012 who have reached the maximum vacation accumulated level of accruing five (5) weeks of vacation per year shall only be eligible for a "one-time bonus" and not additional vacation hours.

13.2-04 VACATION PERIODS: Employees cannot use Vacation Leave until such time as it has been earned by the employee. Vacation Leave credits are available to be used as they are earned. All employee Vacation Leave requests shall be approved and authorized by the employee's immediate supervisor and the respective Department Director. Employees shall request approval of their supervisor or Department Director at least twenty-four (24) hours in advance of taking such time off. The Department Director at his discretion may waive advance notice.

Vacation Leave shall be approved and scheduled with particular regard to the order in which requests are received, in accordance with operating requirements, and the seniority of employees, insofar as possible, with the requests of the employees. Vacation Leave must be used in minimum blocks of one-quarter (1/4) hour at a time.

The Village Administrator shall maintain the official records of Vacation Leave eligibility, allowance and earnings. The rate of Vacation Leave compensation shall be the employee's regular job classification rate of pay, at the time vacation leave was used.

13.2-05 ILLNESS DURING VACATION: If an employee becomes ill during a Vacation Leave, such days may not be designated as Sick Leave, thereby carrying over the Vacation Leave to another period. However, if any employee is ill and has exhausted Sick Leave credits, Vacation Leave credits may be used by the employee in lieu of Sick Leave credits.

13.2-06 TERMINATION: Upon separating from Village employment, an employee shall be compensated for any earned, unused Vacation Leave.

13.2-07 SALARY PAYMENT IN LIEU OF VACATION: Upon written recommendation of the Department Director, with approval of the Village Administrator, an employee may be paid for unused and earned vacation leave time.

### 13.3 PERSONAL LEAVE

13.3-01 ELIGIBILITY: Regular full-time employees who have completed their introductory period prior to January 1 are eligible for thirty-two (32) Personal Leave hours per calendar year. The thirty-two (32) Personal Leave hours are granted on a calendar year basis beginning January 1 and may be taken at any time during that calendar year. Under no circumstances shall Personal Leave hours be carried forward to the next calendar year, except as provided in "c" below.

All regular full-time employees who have completed an initial successful employment period of six (6) months are eligible for Personal Leave to be utilized within the calendar year in which the six (6) employment month period ends, as follows:

- a) If the introductory period ends between January 1 and April 30 (inclusive), the employee will be eligible for twenty-four (24) Personal Leave hours that must be taken within the same calendar year.
- b) If the introductory period ends between May 1 and August 31 (inclusive), the employee will be eligible for sixteen (16) Personal Leave hours that must be taken within the same calendar year.

- c) If the introductory period ends between September 1 and December 31 (inclusive), the employee will be eligible for eight (8) Personal Leave hours that must be used within the first quarter of the following calendar year.

13.3-02 MINIMUM SICK LEAVE: Regular full-time employees who use sixteen (16) or less sick hours (excluding Family Medical Leave) in a full calendar year will be awarded eight (8) personal leave hours in the next calendar year.

13.3-03 WELLNESS BENEFIT: If a regular full-time employee participates in the trimester physical fitness tests as administered by the Police Department and passes all the Police Department's standards in three consecutive fitness tests, he shall be awarded eight (8) personal leave hours credited in the next calendar year.

13.3-04 APPROVAL PROCESS: Employees shall request approval of their supervisor or Department Director at least twenty-four (24) hours in advance of taking such time off. The Department Director at his discretion may waive advance notice.

13.3-05 TERMINATION FROM EMPLOYMENT: Upon separating from Village employment, an employee shall not be compensated for any earned, unused Personal Leave.

13.3-06 USAGE: Personal Leave must be used in minimum blocks of one-quarter (1/4) hour at a time. Employees cannot use Personal Leave until such time as the employee has earned it. Personal days may be taken more than one at a time and in conjunction with other leave time with approval of the Department Director. The rate of Personal Leave compensation shall be the employee's regular job classification rate of pay, at the time personal leave was used.

#### 13.4 OTHER LEAVES

13.4-01 JURY LEAVE: A regular full-time employee in good standing may be granted leave with pay when required to be absent from work for jury duty. Any compensation received by the employee for such duty shall revert to the Village during the time for which compensation was paid to the employee under this section. A regular part-time employee who is regularly scheduled to work at least twenty (20) hours per work week may be paid for up to three (3) days of jury leave per calendar year if the jury duty falls on days that the employee is scheduled to work. Documentation of serving jury duty must be provided by the employee to the employee's supervisor.

13.4-02 FUNERAL LEAVE: A regular full-time or regular part-time employee in good standing may be granted up to three (3) working days' leave to attend the wake or funeral, or to wrap up the decedent's affairs, with pay in the event of the death of a spouse or any of the following members of either the employee's or spouse's family: child (including step or adopted), grandchild, grandparents, mother, mother-in-law, father, father-in-law, sister or brother (including half or step), sister-in-law, brother-in-law, daughter-in-law, son-in-law, step parents or members of the employee's immediate household. In the event of the death of an aunt or uncle (of the employee or spouse), such employee may be granted one (1) working day's leave for the same purposes. Any employee granted such leave would be paid for his regularly scheduled workdays, which occur during such leave. If more time is needed for long distance travel or to wrap up the decedent's affairs, additional paid or unpaid days may be granted upon submission of a written request, recommendation of the Department Director and approval by the Village Administrator. Upon request documentation of death must be provided by the employee to the employee's supervisor.

13.4-03 MILITARY LEAVE: In accordance with the Military Leave of Absence Act (5 ILCS 325/1), the Municipal Employees Military Active Duty Act (50 ILCS 120/0.01), and the Local Government Employees Continuation Act (50 ILCS 140/1), a military leave of absence will be granted to an eligible employee called to active duty or in reserve duty in the armed forces or State militia, including basic training, special or advanced training, and annual training. The Village will require certification from the proper military authority to verify employee eligibility for military leave. Requests for such leave must be accompanied by a copy of official orders requiring such training or leave.

An employee's seniority and other benefits will continue to accrue while on a military leave. An employee shall continue to receive his full pay from the Village without any reduction for military pay received while on military leave for annual training. While an employee is completing basic training, or up to sixty days of special or advanced training, compensation received from the Village will be reduced by the base military pay received or to be received. An employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard, and who is mobilized to active military duty as a result of an order of the President of the United States, shall continue to receive the same regular compensation that he receives or was receiving as an employee at the time he is or was mobilized to active military duty, plus any health insurance and other benefits he is or was receiving or accruing at that time, minus the amount of his base pay for military service, for the duration of his active military service.

A copy of the military pay voucher shall be submitted to the Village prior to authorization for payment to the employee for the leave period.

The Village will not discriminate in any aspect of employment, reemployment or any benefits of employment on the basis of an employee's participation in the uniformed services, in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Upon completion of military service, an employee is eligible for reemployment if the employee reports back on a timely basis as required by Federal and State law.

13.4-04 FAMILY MILITARY LEAVE: In accordance with the Family Military Leave Act (820 ILCS 151/1), the Village will grant up to thirty (30) days of unpaid leave to the spouse or parents of a soldier called to active military duty for more than thirty (30) days. The Village will require certification from the proper military authority to verify employee eligibility for family military leave.

Family military leave is unpaid. Before taking unpaid family military leave, employees must exhaust all accrued vacation leave, personal leave, compensatory leave, and any other applicable leave, except sick leave and disability leave. During unpaid family military leave, employees may continue their benefits at the expense of the employee.

Employees who take family military leave will be reinstated to the same position or a position with the same seniority, status, benefits, pay, and other terms and conditions of employment. The Village is not required to reinstate employees if they are not reinstated because of conditions that are not related to taking family military leave.

The Village will not interfere with, restrain, or deny employees' right to family military leave. The Village will not discipline, or in any manner discriminate against employees who take family military leave.

Employees must give the Village at least fourteen (14) days' notice of the date they intend to start taking family military leave of five or more consecutive work days. To the extent possible, employees must consult with the Village to schedule the leave so as to not unduly disrupt the Village's operations. Employees taking family military leave of less than five (5) consecutive days must give the Village as much advance notice as practicable.

13.4-05 SCHOOL VISITATION: An employee is eligible for an unpaid leave of up to eight (8) hours during any school year, and no more than four (4) hours on any given day to attend school conferences or classroom activities of their child in accordance with the Illinois School Visitation Rights Act, after providing sufficient notice to their supervisor.

13.4-06 LOCAL GOVERNMENT DISASTER SERVICE VOLUNTEER ACT: In accordance with the Local Government Disaster Service Volunteer Act (50 ILCS 22), the Village may grant leave to an eligible employee from his work with pay for not more than twenty (20) working days in any twelve (12) month period to participate in specialized disaster relief services for the American Red Cross or for the Illinois Emergency Management Agency, as the case may be, upon the request of the American Red Cross or the Illinois Emergency Management Agency for the services of that employee and upon the approval of the Village, without loss of seniority, pay, vacation time, compensatory time, personal days, sick time, or earned overtime accumulation. The Village will compensate an employee granted leave under this Section at his regular rate of pay for those regular work hours during which the employee is absent from work (minus the amount of any pay for disaster service work received from any other organization). Leave under this Act shall not be unreasonably denied for services related to a disaster within the United States or its territories.

13.4-07 VOTING LEAVE: In accordance with the Illinois Election Code (10 ILCS 5/17-15), an employee will be permitted up to two (2) hours of paid leave for voting purposes during a general or special election, unless the employee has time to vote before or after work while the polls are open. Such leave will be granted only if the employee's normal work schedule begins less than two (2) hours after the opening of the polls and ends less than two (2) hours before the closing of the polls. Employees should notify their supervisors at least one (1) day in advance of the absence. The supervisor may specify the hours during which the employee may be excused with pay to vote.

13.4-08 LEAVE OF ABSENCE (WITHOUT PAY): Regular full and regular part-time employees may be granted a Leave of Absence without pay for a specified period in up to ninety (90) day renewable increments, not to exceed one (1) year, at the discretion of and as approved by the Village Administrator and for only those purposes that do not qualify for a Family Medical Leave.

13.4-09 BENEFITS WHILE ON LEAVE: During a Leave of Absence without pay, (excluding applicable Federally or State mandated leaves where benefits continue to accrue), the employee shall retain accrued benefits, and shall not be covered under the Village's Health, Dental and Life Insurance plans except as provided for under COBRA. In addition, the employee on such Leave of Absence without pay shall not continue to accrue Village service or seniority credit, or benefits including but not limited to vacation, holidays or sick leave, during such leave. Failure to report to duty within three (3) working days after the termination of a Leave of Absence shall be considered as resignation by the employee.

Should an employee who is on any unpaid Leave of Absence (other than excluded applicable Federally or State mandated leaves) wish to continue his health, dental and life insurance in effect, one hundred percent (100%) of the costs of the monthly premiums must be borne by the employee entirely with no contribution from the Village toward the cost, and only if participation is permitted in the insurance plan document in accordance with COBRA.

**SECTION 14**  
**ILLNESS AND DISABILITY PROVISIONS**

14.1 **SICK LEAVE**

**14.1-01 ELIGIBILITY:** Regular full-time employees in good standing shall be eligible for paid sick leave benefits. Part-time employees on or after the date of January 9, 2012 shall not be eligible to accrue any new paid sick leave benefits although they may continue to use sick leave benefits accumulated prior to the date of January 9, 2012 in accordance with this policy.

In no case may sick leave be taken in advance of earning the time. An employee may be eligible for sick leave because of his own, or his immediate family member's, personal illness, physical incapacity, medical or dental appointments, or as a result of an enforced quarantine of the employee/family in accordance with health regulations.

Regular full-time and regular part-time employees may use up to six (6) working days of accumulated sick leave per calendar year for immediate family illness. Immediate family for this purpose includes these relatives of the employee: spouse, domestic partner, child, stepchild, sibling, parent, stepparent, mother-in-law, father-in-law, grandchild, or grandparent. The Village shall require written verification of the employee's absence from work for care of an immediate family member pursuant to Section 14.1-04. The eligibility and use of sick leave by bargaining unit employees is contained in the applicable collective bargaining agreements and this provision is not intended to modify or supersede such agreements.

**14.1-02 ACCUMULATION:** A regular full-time employee will accumulate sick leave on a straight time hours worked basis at a rate of 3.69 hours per pay period with a maximum accrual of one hundred fifty (150) working days of sick leave with pay to protect the employee during extended illnesses. Sick Leave begins to accrue from the date of employment; however, the ability to use sick leave will commence after one (1) month of continued employment with the Village. An employee shall be entitled to the use of any or all accumulated sick leave benefits with pay if and when needed and taken as authorized according to this policy. Accumulation of sick leave is based on the employee's last date of employment hire with the Village.

14.1-03 NOTIFICATION: An employee who is unable to report for work shall report the reason for the absence to the supervisor at least one (1) hour prior to the regular starting time for that employee. If an employee believes his illness qualifies for a Family Medical Leave as defined in Section 14.2, or if he requests a special accommodation under the Americans with Disabilities Act (ADA), he may indicate that at time of notification, and discuss the situation with the Assistant Village Administrator. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day and subject to discipline. The Village may require evidence supporting the use of sick leave, as it sees fit.

14.1-04 PHYSICIAN STATEMENT REQUIREMENT: Absences of three (3) or more consecutive scheduled work days due to illness requires a physician statement certifying that the employee's (or immediate family member's) condition prevented him from appearing for work and inhibited his ability to return to work. When deemed appropriate by the Village, as a condition of restoring an employee whose leave was occasioned by the employee's own health condition, the Village requires a written fitness for duty certification from a health care provider, in a form and manner acceptable to the Village, indicating that the employee is able to perform the essential functions of the job. Employees will not be able to resume work until the required certification is provided.

PHYSICIAN STATEMENT REQUIREMENT FOR FMLA OR ADA: If an employee believes his illness qualifies for a Family Medical Leave as defined in Section 14.2, or if an employee is requesting a special accommodation under the ADA, he may request that his medical note be released directly to the Assistant Village Administrator for review. The Assistant Village Administrator will advise the employee and his supervisor if the employee's illness qualifies as a Family Medical Leave, or if an ADA accommodation is appropriate. If the employee's illness does not qualify for a Family Medical Leave or ADA accommodation, the sick note will be turned over to the employee's supervisor for processing. The Village reserves the right to request additional doctor's certification of health and fitness to return to duty.

14.1-05 ABUSE: The Village may require evidence supporting the use of sick leave, as it sees fit. Sick leave used that does not qualify under ADA or Family Medical Leave Act may be used to identify potential sick leave abuse. It is the responsibility of the employee to notify the Village of a potential ADA or FMLA qualifying illness at time of occurrence, and to provide the necessary medical documentation. Abuse of sick leave privileges may result in discipline, up to and including dismissal of the employee from the Village service.

14.1-06 COMPENSATION: While on sick leave, an employee will receive his regular rate of base pay at the time sick leave was used.

14.1-07 TERMINATION OF EMPLOYEE: An employee terminating from Village service shall not be allowed the use of sick leave during the last two (2) calendar weeks of employment, unless otherwise authorized by the Village Administrator. Unused sick leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an employee, except as provided for in a qualifying retirement.

## 14.2 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Village will comply with the Federal Family and Medical Leave Act (FMLA) as amended and will implement necessary regulations as required. The Village posts, in specified locations, the mandatory Notice on Employee Rights and Responsibilities under the Family and Medical Leave Act, and upon hire, provides all new employees with notices as required by the U.S. Department of Labor (DOL). The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If there are any questions, concerns, or disputes with this policy, the employee should contact the Assistant Village Administrator in writing.

Employees may not be granted a FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave, the employee may be subject to discipline, up to and including dismissal.

14.2-01 BENEFITS: The FMLA entitles qualified employees up to twelve (12) weeks of unpaid leave per year, for any of the following reasons, including combinations thereof:

- a) Birth, adoption, or placement for foster care of a child or for care of a child after birth, adoption, or foster care placement, or
- b) To care for a child, spouse or parent with a serious health condition, or
- c) The employee's own serious health condition which makes the employee unable to perform the functions of his job.
- d) Military family leave for qualifying exigencies as indicated below:

Eligible employees with a spouse, son, daughter, or parent on active military duty or called to active military duty status in support of a contingent operation may use their entitlement of up to twelve (12) weeks of leave to address certain qualifying exigencies. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave is counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

e) The FMLA entitles qualified employees up to twenty-six (26) weeks of leave per year for Military caregiver leave as indicated below:

FMLA leave includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered military service member with a serious illness or injury during a single twelve (12) month period. This leave is for an employee to care for a spouse, son, daughter, parent or next of kin who is a covered military service member.

14.2-02 ELIGIBILITY: To qualify to take Family or Medical Leave under this policy, the employee must meet all of the following conditions:

- a) The employee must have worked for the Village for twelve (12) months or fifty-two (52) weeks. Separate periods of employment may be counted provided that they comply with FMLA regulations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on paid leave during the week.
- b) The employee must have worked at least twelve hundred fifty (1250) hours during the twelve (12) month period immediately before the date when the leave is requested to commence. The principles established under the FLSA determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the twelve hundred fifty (1250) hours eligibility test for an employee under FMLA.

14.2-03 DEFINITION OF A SERIOUS HEALTH CONDITION: A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that: either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in work, school or other daily activities.

Further, a serious health condition is defined as a condition that requires inpatient care or a condition that requires continuing treatment by a licensed health care provider. A serious health condition includes one or more of the following:

- a) HOSPITAL CARE: Inpatient care in a hospital, hospice, or residential medical care facility, including any subsequent period of incapacity or treatment connected with or consequent to such impairment.
- b) ABSENCE PLUS TREATMENT is a period of incapacity of more than three (3) consecutive calendar days relating to the same condition that requires at least two (2) or more treatments by a health care provider, or a minimum of one (1) treatment with an ongoing regime of medical treatment. The first visit to the health care provider within seven (7) days of the onset of the incapacity and a second visit within thirty (30) days of the incapacity would be considered a serious health condition.
- c) PREGNANCY: a period of incapacity due to pregnancy or for prenatal care.
- d) CHRONIC CONDITIONS that require periodic visits for treatment by a health care provider, that continue over an extended period of time, and may cause episodic rather than continuing periods of incapacity (e.g., asthma, diabetes, epilepsy, etc.) For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
- e) PERMANENT OR LONG TERM INCAPACITY due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of a health care provider (e.g., Alzheimer's, severe stroke, terminal stages of disease).
- f) MULTIPLE TREATMENT (NON-CHRONIC CONDITIONS): Absence to receive multiple treatments by a health care provider following the incapacity, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if left untreated (e.g., physical therapy, dialysis, chemotherapy, radiation, etc.)

14.2-04 MEASURED YEAR: For purposes of FMLA leave, the period of a measured year shall be calculated in accordance with FMLA rules as shown below:

- a) An eligible employee can take up to twelve (12) weeks for the FMLA circumstances listed under Section 14.2-01 (a) through (d) herein during any twelve (12) month period. The Village will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will

compute the amount of leave the employee has taken under this policy in the prior twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

b) An eligible employee can take up to twenty-six (26) weeks for the FMLA circumstance listed under Section 14.2-01 (e) herein (military caregiver leave) during a single twelve (12) month period. For this military caregiver leave, the Village will measure the twelve (12) month period as a rolling twelve (12) month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of twenty-six (26) available.

#### 14.2-05 NOTICE AND DESIGNATION

##### a) Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Assistant Village Administrator. Within five (5) business days after the employee has provided this notice, the Assistant Village Administrator will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the Village with at least thirty (30) days' written notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide written notice of the need for the leave to the Village either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Village's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

##### b) Designation of FMLA Leave

Within five (5) business days after the employee has submitted the appropriate certification form, the Assistant Village Administrator will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

#### 14.2-06 MEDICAL CERTIFICATION:

##### a) Certification for the Employee's Serious Health Condition

The Village requires certification for the employee's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification

may result in a denial of continuation of leave. Medical certification will be provided using the DOL *Certification of Health Care Provider for Employee's Serious Health Condition* form. The Village may provide the employee's health care provider with the employee's attendance records and job description and ask whether the need for leave is consistent with the employee's serious health condition.

b) Certification for the Family Member's Serious Health Condition

The Village requires certification for the family member's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL *Certification of Health Care Provider for Family Member's Serious Health Condition* form.

c) Certification of Qualifying Exigency for Military Family Leave

The Village requires certification of the qualifying circumstance for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL *Certification of Qualifying Exigency for Military Family Leave* form.

d) Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The Village requires certification for the serious injury or illness of the covered service member. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL *Certification for Serious Injury or Illness of Covered Service Member* form.

e) Recertification

The Village may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his leave. Otherwise, the Village may request recertification for the serious health condition of the employee or the em-

ployee's family member every six (6) months in connection with an FMLA absence.

14.2-07 ADDITIONAL MEDICAL INFORMATION (Serious Health Conditions of an Employee or of an Employee's Family Member):

The Village may directly contact the health care provider for an employee or an employee's family member for verification or clarification of a serious health condition. For this contact, the Village may utilize a health care professional, a Human Resources professional, or the Village Administrator. The Village will not use the employee's direct supervisor for this contact. Before the Village makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with the Federal HIPAA Medical Privacy Rules, the Village will obtain the employee's or the family member's permission for clarification of individually identifiable health information.

The Village has the right to ask for a second opinion if it has reason to doubt the certification. The Village will pay for the employee to get a certification from a second doctor, which the Village will select. The Village may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Village will require the opinion of a third doctor. The Village and the employee will mutually select the third doctor, and the Village will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

14.2-08 RETURN TO WORK MEDICAL CERTIFICATION: As a condition of reinstating an employee whose FMLA leave was occasioned by the employee's own serious health condition, the Village requires a written fitness for duty certification from a health care provider, in a form and manner acceptable to the Village, indicating that the employee is able to resume work and perform the essential functions of the job. This fitness for duty (FFD) clearance requirement will be included in the employer's response to the FMLA request. Employees will not be able to resume work until the required certification is provided.

14.2-09 NOTIFICATION OF LEAVE STATUS: On a basis that does not discriminate against an employee on FMLA leave, the Village may require an employee on FMLA leave to report periodically to the Village concerning the employee's health and fitness status and intent to return to work. If the employee clearly gives notice of intent not to return to work, the Village's obligation to maintain health ben-

efits (except under COBRA) and to rehire the employee ceases. In that case, the employee will be considered to have voluntarily resigned.

14.2-10 INSURANCE PAYMENTS: While on FMLA leave, the employee and the Village shall continue to pay for their proportionate share of the Village's group health, dental and life insurance coverage, if the employee is enrolled in said plans at the time FMLA leave starts. Failure of the employee to make his proportionate health and dental insurance payments may result in cessation of health and dental coverage for the employee.

While on paid leave, the Village will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must make arrangements with the Assistant Village Administrator on how to pay the employee's portion of the premiums. The Assistant Village Administrator is required to notify the Finance Department in turn about the arrangements.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount paid for the employee's health and dental insurance during any period of an unpaid leave. The Village will require written medical certification of the continued serious health condition that prevents the employee's return.

14.2-11 USE OF PAID AND UNPAID TIME: FMLA provides eligible employees with up to twelve (12) work weeks, or up to twenty-six (26) work weeks for military caregivers, of unpaid leave in a twelve (12) month period.

For the FMLA circumstances described in Section 14.2-01 (a) through (c) herein:

a) If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave) the employee must use any qualifying paid leave first before unpaid leave (with the exception of the equivalent of one (1) work week of vacation and one (1) work week of sick leave, which the employee may choose to not take at this time and use at a later date pursuant to Village policy). "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. Accrued paid leave (e.g., vacation, sick leave, personal leave) used for an FMLA qualifying reason will be charged against an employee's entitlement of up to twelve (12) work weeks of unpaid FMLA leave.

b) Paid leave time for an employee's injuries/illnesses occurring in the line of duty (e.g., benefits paid by the Illinois Workers Compensation Act or the Illinois Public Employee Disability Act) also will be charged against an employee's entitlement of up to twelve (12) work weeks of unpaid FMLA leave.

c) Paid leave time for an employee's disability occurring not in the line of duty (e.g., benefits paid by the IMRF, Police Pension, and Social Security) also will be charged against an employee's entitlement of up to twelve (12) work weeks of unpaid FMLA leave.

For the FMLA circumstances described in Section in 14.2-01 (d) herein (Military exigency leave) and (e) (Military caregiver leave):

a) An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave (and any other qualifying paid leave) prior to being eligible for unpaid leave.

b) An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the Village's sick leave policy and any other qualifying paid leave) prior to being eligible for unpaid leave.

c) Accrued paid leave (e.g., vacation, sick leave, personal leave) used for an FMLA qualifying reason will be charged against an employee's entitlement of up to twelve (12) or twenty-six (26) work weeks, respectively, of unpaid FMLA military leave.

14.2-12 ACCRUALS: During a Family Medical Leave pension service may continue to accrue in certain circumstances; however, no sick, vacation, personal or holiday leave benefits, or seniority benefits will accrue to the employee during an unpaid leave. Check with the Assistant Village Administrator for more information.

14.2-13 INTERMITTENT OR REDUCED WORK SCHEDULE: Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.

Leave to care for a newborn or for a newly placed child must be taken all at once during the first twelve (12) months after the child's birth or placement and may not be taken intermittently or on a reduced work schedule. Leave because of an employee's own serious health condition, or to care for an employee's spouse, child or parent with a serious health condition, may be taken all at once, or where medically necessary, intermittently or on a reduced work schedule.

If the employee is taking leave for his own serious health condition or because of the serious health condition of a family member, the employee must make a reasonable effort to reach agreement with the Village before taking intermittent leave or working a reduced hour schedule. The Village will require that the employee provide written proof that the use of the leave on this basis is medically necessary. A fitness for duty certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform job duties.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Village's operations. When an employee takes intermittent or reduced work schedule leave in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, the Village may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

14.2-14 EMPLOYEE STATUS AFTER LEAVE: An employee who takes leave under this FMLA policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. An employee is entitled to reinstatement only if he would have continued to be an employee had FMLA leave not been taken. An employee would not be entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

The Village may exempt certain highly compensated employees, called "key" employees, from this requirement and not return them to the same or similar position. Under the FMLA, "key" employees, or employees who are salaried and whose earnings place the employee in the top ten percent (10%) of those employees of the Village, may be denied the right to return to the same or equivalent job if it would cause substantial and grievous economic injury to the Village.

### 14.3 VICTIMS' ECONOMIC SECURITY & SAFETY ACT ("VESSA")

14.3-01 BENEFITS: In accordance with the Illinois Victims' Economic Security and Safety Act (820 ILCS 180/1), known as VESSA, an employee is entitled to up to twelve (12) weeks of unpaid leave per year, and/or reasonable accommodation for one of the following reasons:

- a) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member.
- b) Obtaining services from a victim services organization for the employee or the employee's family or household member.
- c) Obtaining psychological or other counseling for the employee or the employee's family or household member;
- d) Participating in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
- e) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

14.3-02 PERIOD OF LEAVE: An eligible employee is entitled to up to twelve (12) work weeks of unpaid leave during a rolling twelve (12) month period from date of occurrence. Said leave may be taken on an intermittent or reduced work schedule basis. VESSA leave cannot exceed leave time permitted under the Family Medical Leave during the same twelve (12) month period.

Employees can substitute available paid vacation, sick, personal, or similar leave for unpaid VESSA leave as is appropriate for the employee's situation. Such paid leave must be taken in accordance with the terms of this Employee Personnel Manual. The substitution of paid leave for unpaid leave under VESSA does not extend the twelve (12) week leave period.

14.3-03 NOTICE:

- a) The employee is required to provide the Village with at least forty-eight (48) hours advance notice, if possible, of his intention to take a VESSA Leave. If employees are unable to provide advance notice, they must provide notice when they are able to do so within a reasonable period of time. Failure to provide the required notice may result in treatment of the absences as unexcused.

- b) Employees are required to submit a certification that the employee or the employee's family or household member is a victim of domestic or sexual violence, and that a leave is need for one of the VESSA enumerated purposes.

#### 14.3-04 DEFINITIONS:

a) DOMESTIC OR SEXUAL VIOLENCE: Means domestic violence, sexual assault, or stalking.

b) FAMILY OR HOUSEHOLD MEMBER: Employees with a family or household member who is a victim of domestic or sexual violence, means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

c) "Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

d) "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

e) VESSA CERTIFICATION: May be satisfied by a sworn statement of the employee and other corroborating evidence (police or court record, documentation from a victim service organization, attorney, clergy, or medical professional), once received by the employee.

14.3-05 INSURANCE PAYMENTS: While on VESSA leave, the employee and the Village shall continue to pay for their proportionate share of the Village's group health, dental and life insurance coverage, if the employee is enrolled in said plans at the time VESSA leave starts. Failure of the employee to make his proportionate health and dental insurance payments may result in cessation of health and dental coverage for the employee. The Village can recover the cost of any premiums paid on behalf of employees on VESSA leave who fail to return to work after exhausting their leave, unless the continuation, recurrence, or onset of domestic or sexual violence or an event beyond the employees' control prevents their return.

14.3-06 CONFIDENTIALITY: All information provided to the Village shall be retained in the strictest confidence, except to the extent that disclosure is requested or consented to in writing by the employee, or otherwise required by applicable Federal or State law.

14.3-07 ACCRUALS: During a VESSA Leave pension service will continue to accrue in certain circumstances; however, no sick, vacation, personal or holiday leaves benefits, or seniority benefits will accrue to the employee during an unpaid leave. Employees remain entitled to their benefit time that accrued prior to the leave. Check with the Human Resources or Finance Director for more information.

14.3-08 EMPLOYEE STATUS AFTER LEAVE: If an employee wishes to return to work at the expiration of his leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If an employee takes leave because of his own medical condition, the employee is required to provide medical certification that the employee is fit to resume work. The employee may obtain return to Work Medical Certification forms from the Assistant Village Administrator. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

14.3-09 REASONABLE ACCOMMODATIONS: The Village supports the Victims' Economic Security and Safety Act and will attempt to provide reasonable accommodations for people who are entitled to protection under this Act in a timely fashion, unless such accommodations would present an undue hardship for the Village.

Reasonable accommodation applies to applicants and employees who are otherwise qualified individuals and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic or sexual violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic or sexual violence.

A qualified individual is an individual who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires.

Should an employee or applicant wish to request a reasonable accommodation pursuant to this policy, the person should contact the Assistant Village Administrator in writing.

- 14.4 DISABILITY FROM INJURIES IN THE LINE OF DUTY: Employees may be entitled to receive workers' compensation disability benefits when they lose time from work as a result of a work related injury or disease ("an injury") in accordance with the Illinois Workers' Compensation and Workers' Occupational Diseases Act (820 ILCS 305), or the Public Employee Disability Act (5 ILCS 345), as applicable and with the understanding that not all injuries are compensable under said Acts. Established herein are the general guidelines to be used to administer workers' compensation disability benefits.

14.4-01 REPORTING:

- a) Employees are required to promptly report any accident, injury or disease that is incurred or contracted at work to their immediate supervisor; preferably the day the injury is incurred or the disease is contracted, in writing using an Employee's Statement of Injury form (Employee Statement). This must be done regardless of whether the injury results in lost work time or requires medical attention. Failure to promptly report can result in a delay or denial of benefits.
- b) Upon receipt of the Employee Statement, the supervisor shall conduct a thorough investigation and complete and forward a Supervisor's Investigation Report (Supervisor's Report) and Village's First Report of Injury or Illness (Form 45) to the Assistant Village Administrator within three (3) working days of the injury.
- c) Upon identifying that an employee will lose three (3) scheduled work days, the Assistant Village Administrator shall initiate a Workers' Compensation Wage Statement (Wage Statement) and forward it to Finance (payroll) for completion of the compensation section. Upon completion, Finance shall return the Wage Statement to the Assistant Village Administrator for review.
- d) The Assistant Village Administrator will forward the Wage Statement to the Intergovernmental Risk Management Agency (IRMA) for calculation of the hourly temporary total disability (TTD) benefit amount.

## 14.4-02 BENEFITS:

### REGULAR FULL-TIME LAW ENFORCEMENT OFFICERS

- a) The Public Employee Disability Act (PEDA) provides that regular full-time law enforcement officers who suffer an injury in the line of duty continue to be compensated at one hundred percent (100%) of their regular rate of pay for up to one (1) year due to a compensable work related injury. This compensation is subject to Police Pension contributions.
- b) Compensation after one (1) year is in accordance with the Workers' Compensation Act, as provided for all other employees.
- c) During the first twelve (12) months after a full-time law enforcement officer suffers an injury in the line of duty, and is compensated at one hundred percent (100%) of his regular rate of pay, the employee will receive one hundred percent (100%) holiday pay. Sick leave and vacation leave will continue to accrue during the first twelve (12) months while on a duty related disability leave.
- d) In compliance with PEDA, during the period of disability, in order to be eligible for continued payment, the injured person shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this section forfeits the continuing compensation provided under PEDA from the time such other employment begins.
- e) After twelve (12) months, if the employee does not supplement his pay, when a holiday occurs the employee will receive workers' compensation payments. These payments will have the effect of paying the employee for two-third (2/3) of any holiday that occurs during the pay period. Further, by virtue of supplementing, the employee will receive the other one-third (1/3) pay for any holiday that occurs during that pay period.

### ALL OTHER EMPLOYEES

- a) The Workers' Compensation Act provides that employees with a compensable work related injury continue to be compensated at a rate of pay equal to sixty-six and two-third percent (66-2/3%) of their gross average weekly wage based on wages during the year before the injury. Said compensation is paid only after the loss of three (3) scheduled work days resulting from a work related injury.

- b) The Workers' Compensation Act does not require the Village to pay TTD benefits for the first three (3) scheduled work days lost (need not be consecutive days) due to a work related injury unless the work related injury continues for fourteen (14) or more calendar days.
- c) The Village will provide worker's compensation disability benefits in excess of that required by the Workers' Compensation Act and will compensate employees with a work related injury for lost scheduled work days that occur within the thirty (30) calendar days immediately following the date of injury at one hundred percent (100%) of the employee's current regular rate of pay. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier.
- d) After thirty (30) calendar days, the employee will be compensated pursuant to the Workers' Compensation Act (see a) above).
  - 1. If an employee elects not to use accumulated leave to supplement his reduced wages, he will receive compensation directly from the Village's workers' compensation insurance carrier. This compensation is not considered Illinois Municipal Retirement Fund (IMRF) earnings.
  - 2. If an employee elects to use accumulated sick leave, personal leave, and vacation leave, (in that order), to supplement the thirty-three and one-third percent (33-1/3%) compensation reduction, compensation will continue to be processed through the Village's payroll. In this event, the leave compensation and the compensation paid pursuant to the Act are considered IMRF earnings. To elect to supplement compensation with accumulated leave, the employee must have elected this option on their Employee Statement form. If this election was not made on the Employee Statement form, supplementing compensation is at the discretion of the Village. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier. TTD benefits end pursuant to the Workers' Compensation Act.

- e) If a holiday occurs during the first thirty (30) days immediately following a compensable workplace illness or injury, the employee will receive one hundred percent (100%) holiday pay. After the first thirty (30) day period, the employee will only receive workers' compensation payment, unless the employee supplements the other one-third (1/3) pay as specified above. Sick leave and vacation leave will continue to accrue during the first three (3) months while on a duty related disability leave. Employees covered by a collective bargaining agreement should check their applicable provisions regarding holiday pay and sick and vacation leave accumulation during workers' compensation.

#### 14.4-03 EMPLOYEE RESPONSIBILITIES:

- a) To promptly report any accident, injury or disease that is incurred or contracted at work to their immediate supervisor; preferably on the day the injury is incurred or the disease is contracted and in writing using an Employee Statement.
- b) To promptly elect whether or not to use accumulated leave to supplement any compensation paid under the Act on their initial Employee Statement. Failure to promptly make this election may cause accumulated leave not to be paid.
- c) Maintain weekly verbal contact with the Assistant Village Administrator while on work related injury status, and following every medical exam for a status update.
- d) Arrive promptly for all scheduled exam/therapy sessions, and to schedule all subsequent medical visits so as not to cause any unnecessary delay in the medical treatment/progress.
- e) Provide the Assistant Village Administrator with a phone number where he can be reached during business hours and to promptly return calls.
- f) Report to the Assistant Village Administrator's office to endorse worker's compensation checks over to the Village when requested to do so.
- g) As it relates to employees participating in IMRF, apply for IMRF disability benefits if the injury/disease is expected to cause the loss of more than thirty (30) days of work by completing IMRF Forms 5.40 and 5.42 and submitting them to IMRF. To avoid unnecessary delays in receiving IMRF disability benefits, the employee is encouraged to notify the Assistant Village Administrator when the aforementioned forms are submitted to IMRF.

- h) As it relates to employees participating in the Police Pension Fund, apply for disability benefits if and when applicable. To avoid unnecessary delays in receiving Police Pension disability benefits, the employee is encouraged to contact the Assistant Village Administrator and the Police Pension Board Clerk.

- 14.5 EARLY-RETURN-TO-WORK PROGRAM: An Early-Return-to-Work program may be valuable in the rehabilitation of injured employees and may potentially reduce workers' compensation costs. The purpose of establishing an Early-Return-to-Work program is to provide temporary work for employees who are temporarily disabled and cannot be assigned to regular work duties but are able to perform another type of productive work. The duties to be performed by the employee will consist of bona fide work that will be limited in duration and is intended for employees who are expected to return to full duty in the near future. The Village is not obligated to provide Early-Return-to-Work assignments.

The Village has established a policy and protocol regarding the Early-Return-to-Work program. Copies of the policy and protocol are available on the employee website, from the employee's Department Director, and in the Assistant Village Administrator. New employees are provided with a copy of the Early-Return-to-Work policy and protocol when hired.

- 14.6 MEDICAL EXAMINATIONS: If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff, injury or illness, the Village may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provides, at his own expense, a statement from his own doctor upon returning from sick leave, Family Medical Leave, or from an on-the-job injury leave. Employees will not be able to resume work until the required fitness for duty certification is provided.

- 14.7 AMERICANS WITH DISABILITIES ACT (ADA): The ADA requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the Village to comply with all Federal and State laws concerning the employment of persons with disabilities. It is the Village's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The Village will reasonably accommodate qualified

individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, when such threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation. The Assistant Village Administrator is responsible for implementing this policy, including resolution of reasonable accommodation, safety and undue hardship issues.

### Definitions

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

- a) "Disability" means a physical or mental impairment that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:
  - i. In general, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
  - ii. Major bodily functions—A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.
- b) "Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- c) "Qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment

position that such individual holds or desires.

- d) "Reasonable accommodation" may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- e) "Undue hardship" means an action requiring significant difficulty or expense by the Village.
  - i. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include, but are not limited to:
    1. The nature and cost of the accommodation.
    2. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources or the impact of such accommodation upon the operation of the facility.
    3. The overall financial resources of the Village; the number, type and location of facilities.
    4. The type of operations of the Village, including the composition, structure and functions of the workforce; relationship of the particular facility to the employer.
- f) "Essential functions of the job" refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

## **SECTION 15** **COMMUNICABLE DISEASES**

- 15.1 **GENERAL POLICY:** The Village will base decisions involving persons who have communicable diseases on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternatives for responding to an employee with a communicable disease.
- 15.2 **DEFINITION:** Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis. The Village may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC) and/or the Illinois Department of Public Health.
- 15.3 **PRINCIPLES:** The Village will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. The Village reserves the right to exclude a person with a communicable disease from its workplace facilities, programs and functions if the Village finds that, based on a medical determination, the person poses a direct threat to the health or safety of himself or another individual(s) in the workplace, when such threat cannot be eliminated by a reasonable accommodation.

The Village will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.

- 15.4 **EDUCATIONAL ACTIVITIES:** As determined appropriate by the Village Administrator, employees may be required to attend educational sessions regarding communicable diseases and hygienic practices in the workplace.

15.5 ADDITIONAL RULES: As noted in Subsection 14.7 (Americans with Disabilities Act (ADA)) herein, it is the policy of the Village to comply with all Federal and State laws concerning the employment of persons with disabilities as they may pertain to a job applicant or employee with a communicable disease. The Village Administrator may establish rules and/or guidelines to implement this policy and take appropriate action in regard to employee communicable disease cases consistent with this policy.

**SECTION 16**  
**INSURANCE & OTHER EMPLOYEE BENEFITS**

- 16.1 **COVERAGES**: The Village make available to its regular full-time employees group health, dental and life insurance at the level of benefits determined appropriate by the Village. For life insurance purposes only, full-time eligibility means being regularly assigned to work a schedule of thirty (30) or more hours per week (excluding overtime hours) in a regular (not temporary or seasonal) position. More information about employee benefit plans is available from the Assistant Village Administrator and on the employee website.

In accordance with the Illinois Pension Code and State insurance law, group medical and dental insurance shall also be made available to eligible retired or disabled employees who select to continue this option, subject to other provisions of this policy manual and subject to any applicable collective bargaining agreement. The Village also provides Workers' Compensation benefits pursuant to State statutes and will provide any coverage required by Unemployment Compensation State laws.

This Employee Policy Manual does not change or otherwise interpret the terms of the official benefit plan documents. Employee rights can be determined only by referring to the full text of the official plan documents, which are available for examination from the Assistant Village Administrator or on the employee website. To the extent that any of the information contained in this Employee Personnel Manual is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

- 16.2 **PREMIUM PAYMENTS**: The Village may require employees to participate in the cost of group health, dental, and/or life insurance premiums, as it is determined from time to time.
- 16.3 **SURVIVOR'S INSURANCE BENEFITS**: In the event that a full-time employee is killed in the line of duty, the Village agrees to pay for up to twenty-four (24) months of health insurance continuation costs out of the applicable COBRA continuation period for the employee's surviving spouse and/or qualifying dependents, as defined by COBRA, based on their COBRA eligibility, and in accordance with the terms of the coverage in effect at the time of the employee's death. In the event that the Village modifies its group health plan, a coverage that is most comparable to the coverage previously held will apply.

- 16.4 FUNERAL AND BURIAL EXPENSES: The Village agrees to defray all reasonable funeral and burial expenses of any employee of the Village killed in the line of duty, with maximum payment of ten thousand dollars (\$10,000.00).
- 16.5 OPT-OUT HEALTH PLAN: The Village will pay an opt-out benefit to regular full-time employees who are otherwise eligible for the Village's group health plan coverage but decline such coverage and provide evidence of group health plan coverage through his spouse. The opt-out period runs on the plan year and the payment amount may be subject to change on an annual basis. Employees may choose this option during the first thirty (30) days of employment or during the annual open enrollment period. This section is subject to any applicable collective bargaining agreement.
- 16.6 VISION BENEFIT: The Village will reimburse regular full-time employees who are covered by the Village's PPO plan for the cost of one (1) vision test or other vision related services per family per calendar year to the maximum cost of seventy-five dollars (\$75.00) for such test/services. The vision test/services may be conducted by the optical care professional of the employee's choice. This benefit applies to regular full-time employees who take the Village sponsored PPO plan but does not apply to employees who are covered by the HMO, opt-out or union-sponsored plans.
- 16.7 REPLACEMENT EYEGLASSES: The Village will repair or replace as necessary up to a reasonable amount of cost employees' eyeglasses, contact lenses, and watch when damaged or broken in the line of duty through no act of negligence on the part of the employee. The incident is to be documented promptly in writing with the employee's immediate supervisor, and approved by the Department Director and Village Administrator.
- 16.8 INOCULATIONS: The Village agrees to pay reasonable expenses for inoculation or immunization shots for the employee and for members of an employee's family where public health officials or the Village occupational health advisors determine that the inoculations or shots are necessary as a result of direct exposure to a contagious disease in the line of duty. Preventative inoculations or immunizations shall be provided in accordance with the Village's wellness and risk management programs and policies as they may from time to time be amended.

16.9 LIFE STATUS CHANGES: Within thirty (30) days of the event, employees or dependents must notify the Assistant Village Administrator in writing of any change in status which may affect the employee's or dependent's benefit plan coverage. Examples of life status changes may include marriage, civil union, birth, adoption, or placement of adoption of a child, obtaining legal guardianship of a child; loss of eligibility for other coverage for the employee or dependent, termination of employer contributions toward the employee's or dependent's other coverage; divorce, legal separation, death, or children reaching the limiting age. Failure to notify the Assistant Village Administrator in writing on a timely basis of life status changes could result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, or in denial of coverage by the insurance carrier or plan sponsor.

In order for the plan sponsor to offer continuation coverage under COBRA, the employee must notify the Assistant Village Administrator in writing of the applicable change in status that may qualify for extension of coverage under COBRA within sixty (60) days of the qualifying event. Failure to properly notify the Employer may result in extension of coverage being denied to the participant.

**SECTION 17**  
**RETIREMENT & PENSION PLANS**

- 17.1 **COVERAGE:** Regular full-time and qualifying regular part-time employees shall be covered by retirement or pension plans in accordance with statutory requirements. The authorized retirement and pension plans for Village employees include Social Security, the Illinois Municipal Retirement Fund, and the Illinois Police Pension Fund, as appropriate for each employee. Refer to the regulations in the Illinois Revised Statutes for specific benefits under each retirement plan.
- 17.2 **RETIREMENT BENEFITS:** An employee who is eligible at time of termination to receive a pension from the Illinois Municipal Retirement Fund, or who has twenty (20) or more years of Village service credit in the Bloomingdale Police Pension Fund is considered a retiree for these retirement benefit purposes. Employees hired prior to September 1, 2005 may choose between retirement benefits a) or b) below, and must advise in writing the Village of their benefit choice within sixty (60) days from the date of termination or lose any rights or benefits under this section. Employees hired on or after September 1, 2005 are only eligible for benefit a) below. Sections a) and b) are subject to any applicable collective bargaining agreement.
- a) A retiring employee may receive compensation for any accumulated sick leave time in excess of sixty (60) days at the employee's current hourly rate of pay at the time of termination. The maximum total numbers of days that may be paid out are eighty (80) days. Employees hired prior to September 1, 2005 may choose to waive this benefit in favor of benefit b) below.
  
  - b) If an employee is eligible to receive a pension from the Illinois Municipal Retirement Fund or Bloomingdale Police Pension Fund at time of termination of employment, they may continue their enrollment in the Village's group health plan(s) and receive partial payment from the Village towards the health premium cost, to include any eligible dependents covered at the time of initial termination. The Village will contribute up to a maximum of seventy-five percent (75%) of the cost of the medical insurance premium based upon the formula of two and one-half percent (2½%) per year for each year and portion thereof of full time equivalent service as employee with the Village, until, whichever occurs first, the employee is eligible for Medicare, reaching the age at which individuals born in the same year are eligible to receive Medicare [currently age sixty-five (65)] or receiving benefits under another comparable medical plan as a result of employment, as certified annually by the benefit recipient. An employee that is not eligible to receive a pension upon retirement is eligible to continue coverage in the Village's group health plan

in accordance with COBRA. For purposes of determining years of service, up to two years of military service may be counted as long as the employee has purchased the equivalent amount of pension service credit.

**SECTION 18**  
**EMPLOYEE TRAINING AND DEVELOPMENT**

- 18.1 **TRAINING AND DEVELOPMENT:** The Village encourages employees to enhance their job related knowledge and skills and to remain aware of best practices in their respective fields by pursuing formal training opportunities and by joining professional associations. A separate policy on training and travel is available from an employee's Department Director and the Assistant Village Administrator. Funding for training and development is subject to annual budget amounts established for such purposes. Bargaining unit employees should consult the applicable union contract for more details on employee development opportunities.

The Village's Employee Development Program may include:

- a) certification exams, exam preparation courses and related materials;
- b) certificates and credentials;
- c) courses offered by an accredited institution, including e-learning;
- d) workshops, seminars, and conferences;
- e) membership in professional organizations;
- f) business journal subscriptions.

- 18.2 **TUITION REIMBURSEMENT:** Any regular full-time employee who enrolls in a job related course of study at an accredited junior college, college or university within the State of Illinois (or through an accredited online college or university program, whether in-state or out-of-state) may qualify to have the tuition and academic fees (not to include books and non-academic extra-curricular fees) for such course(s) reimbursed by the Village.

Prior written approval must be obtained from the employee's Department Director and the Village Administrator for each such course or program of study. Submission of courses or programs of study for approval must be completed by January 1st of each year for consideration/inclusion in the subsequent fiscal year budget. Once the course is approved by the Department Director and Village Administrator, the approval shall be attached to a Personnel Status Change Report for placement in the employee's personnel file. The Department Director and the Village Administrator have complete discretion in determining whether the course(s) is sufficiently related to the employee's work and would improve his performance to justify the tuition reimbursement. The Department Director and Village Administrator have the discretion to determine the number of courses that will be taken during any given period.

18.3 Reimbursement will be based upon the actual cost of tuition, up to, but not to exceed, three thousand dollars (\$3,000.00) in any fiscal year. All reimbursements will be made upon proof of payment and after demonstration of course completion in the following schedule:

Grade of A	:	100% Reimbursement
Grade of B	:	90% Reimbursement
Grade of C	:	80% Reimbursement

There shall be no reimbursement for a course where a grade of below C is received. Courses taken on a Pass/Fail basis will be reimbursed at eighty percent (80%) if a passing grade is received.

If the employee terminates employment with the Village within two (2) years of taking a reimbursed course, the employee shall repay the Village 100% of the amount of the reimbursement for the course(s).

Employees who request and obtain prior written approval for taking reimbursable courses, but who fail to actually take the course, shall be ineligible to participate in the tuition reimbursement plan in the following fiscal year, unless due to situations beyond the employee's control, as determined by the Village Administrator.

**SECTION 19**  
**EMPLOYEE INFORMATION AND RECORDS**

- 19.1 GENERAL ACCESS TO EMPLOYEE INFORMATION: The personnel and medical file of all Village employees is located in the Administration Department and maintained by the Assistant Village Administrator. Only the Village Administrator and Assistant Village Administrator may have access to and use of an employee's personnel records. The Finance Director, Assistant Village Administrator, Fiscal Payroll Clerk and other employees with a valid work related reason may have access to and use of an employee's personnel records, in part, subject to the approval of the Village Administrator or Assistant Village Administrator. Certain employment records of Police Officers are maintained by the Board of Fire and Police Commissioners.
- 19.2 DISCLOSURE OF EMPLOYEE RECORDS OUTSIDE THE VILLAGE: Records about an individual which identify him by name or in any other way shall not be disclosed to people or organizations outside the Village without the individual's written permission, except as pursuant to judicial proceedings, legal requirements or the Freedom of Information Act. An exception to this policy is that the Administration Department may disclose that a person is or has been employed at the Village, the title(s) or position(s) held, and the dates of employment, without authorization from the employee or former employee. Other requested wage related information may be released with employee written authorization subject to the following response.
- a) PROBABILITY OF CONTINUED EMPLOYMENT: Recommended Response- subject to funding, performance and annual review.
  - b) DATE OF APPLICANT'S NEXT PAY INCREASE: Recommended Response- Note the employee's merit review date and May or September 1 (for some union employees), whichever occurs next and the language "Subject to Approval."
  - c) PROJECTED AMOUNT OF NEXT PAY INCREASE: Recommended Response- Note the range of the Village's current merit review percentages and the language "Subject to Approval."

19.3 REFERENCE INQUIRIES: All inquiries made by outside parties (i.e., potential employers, investigative agencies, etc.) with regard to the employment history of former or present employees, including but not limited to general reputation, character, personal characteristics, performance, ability, attendance, or salary should be directed to the Assistant Village Administrator for response. Under no circumstances should any information be released except through the Assistant Village Administrator. Even personal references may be interpreted as Village opinions and extreme care must be taken in all cases. The Assistant Village Administrator shall investigate each reference inquiry to determine if the Village employee or former employee had requested in writing that a Village employee serve as a reference and that all proper waivers were in place. Based on the Assistant Village Administrator investigation, a Village employee may or may not be permitted to provide a reference. The content of the reference would also be subject to review and approval of the Village Administrator or Assistant Village Administrator.

19.4 CREDIT VERIFICATIONS: The usual reference and verifications of employment of present employees for the purpose of establishing credit, bank loans, etc., should be released only by the Assistant Village Administrator. This procedure does not require written authorization by the employee, except in those instances in which salary or other information deemed to be confidential is requested.

#### 19.5 EMPLOYEE ACCESS TO PERSONNEL FILES

- a) General Statement: All employees shall be permitted to review and copy their personnel records as well as attach their own position statement to disputed materials in their files, in accordance with the Illinois Personnel Record Review Act (820 ILCS 40).
- b) Disclosure of Personnel Records: Personnel records allowed to be viewed by an employee include all documents and data intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action.
- c) Exclusions to Disclosure Requirement: Documents which are included in an employee's personnel record, but which are specifically excepted from the disclosure requirements are:
  - 1. Letters of reference for the employee.

2. Any portion of a test document, except that the employee may see a cumulative total test score for either a section of or the entire test document.
3. Materials used by the Village for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the Village's planning purposes. However, this exception does not apply if such materials have been or are intended to be used in determining the employee's qualifications for employment, promotion, transfer, or additional compensation, or discharge or discipline.
4. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
5. Records relevant to any other pending claim between the Village and employee, which may be discovered in a judicial proceeding.
6. Investigatory or security records maintained by the Village to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm Village property, operations, or business or could by the employee's activity reasonably be expected to harm the Village's property, operations, or business or could by the employee's activity cause the Village financial liability, unless and until the Village takes adverse personnel action based on information in such records.

19.6 RECORDS INSPECTION: An employee shall be permitted inspection of his file two (2) times per calendar year at reasonable intervals. The request to view the file must be put in writing. Inspection of the record will be permitted within seven (7) working days of the request and under the supervision of the Assistant Village Administrator.

Records may not be removed from the place of inspection. The employee will be permitted to request photocopies of his personnel records. If the employee disagrees with any part of the record, the Village and the employee may mutually agree to remove or correct the information. This agreement should be in writing. If an agreement cannot be reached, and the employee desires to submit an explanatory written statement, the statement will be attached to the disputed record. It is not to be presumed that the Village concurs with the employee's statement.

- 19.7 **CONFIDENTIALITY POLICY**: The public, employees and other parties with whom the Village does business entrust the Village with important information relating to their businesses and personal situations. It is the Village's policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know" except as pursuant to judicial proceedings, legal requirements or the Freedom of Information Act. Employees are also cautioned not to release or share confidential information that may be subject to Federal and State laws, such as the Health Insurance Portability and Accountability Act (HIPAA) and the State of Illinois Identity Protection Act that protects the usage of Social Security numbers.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. All inquiries from the media must be referred to the employee's Department Director. If there is a question of whether certain information is considered confidential, the employee should first check with his immediate supervisor. Questions related to the Freedom of Information Act (FOIA) should be addressed to the Assistant Village Administrator, or other personnel designated as FOIA officers.

**APPENDIX A**

**EMPLOYEE ACKNOWLEDGEMENT FORM**

The Employee Personnel Manual describes important information about the Village, and I understand that I should consult my supervisor regarding any questions not answered in the manual. I have entered into my employment relationship with the Village voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Village can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State law.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to Village's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Village President or Village Administrator has the ability to adopt any revisions to the policies in this manual. I further acknowledge that this Employee Personnel Manual supersedes all prior versions that I have received.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

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Employee Signature

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Employee Printed Name

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Date