



# **Village of Western Springs**

## **Personnel Policy & Procedures Manual**

**Resolution #13-2246**

**Approved: October 28, 2013**

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WELCOME and congratulations on becoming a member of the work team of the Village of Western Springs!

The Village has always taken pride in the abilities, dedication and accomplishments of its employees. Now, as a member of this group, you will be called upon to make a significant contribution to the continuing progress and growth of our community.

As a Village employee, your most important responsibility is the residents of our community. Our residents are proud of their homes, schools, parks and commercial areas and have a right to expect the best possible service that we can provide. As their employee, you should always treat the citizens of our community with courtesy and consideration. We know from experience that you will find these attributes returned in kind by our residents.

Always remember, when dealing with our residents and businesses, that you are likely to be their only contact with the Village government and, therefore, the most important. Your attitude becomes that of the entire Village government and, in their view, reflects the attitude of the entire Village. They count on you, and so do we.

Thank you for becoming a part of our working team.

A handwritten signature in black ink, appearing to read "Patrick R. Higgins".

Patrick R. Higgins  
Village Manager



THE VILLAGE OF WESTERN SPRINGS  
PERSONNEL POLICY & PROCEDURE MANUAL

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## CHAPTER 1 – GENERAL INFORMATION

### SECTION 1.1. PURPOSE

**The purpose of this manual is to familiarize the employee with the policies and benefits of the Village of Western Springs. This manual does not, and is not intended to, cover every aspect of Village operations. Nothing in this manual is intended to, or shall, create any contractual obligations of any kind and all provisions in the manual are subject to change by the Village at any time if it is in the best interests of the Village to do so. No policy, benefit, or procedure set forth in the manual implies or may be construed to imply this manual to be an obligation of the Village or, an employment contract. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this manual, and no representative of the Village has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except its Village Manager and Board of Trustees, and even then only if that agreement is in writing and is signed by the Village President and the employee. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee. All employees of the Village, unless otherwise provided in a collective bargaining agreement or a written employment agreement approved by the Village President and Board of Trustees, shall remain “at will” employees – meaning that the employment relationship can be terminated by either party at any time, for any reason, with or without cause, and with or without notice.**

In the event any of the provisions of this manual conflict with the laws of the State of Illinois or the Federal Government, the latter shall take precedence.

Any questions regarding policies or benefits should be discussed with the Supervisor, Group Director or the Personnel Officer.

### SECTION 1.2. POSITIONS COVERED BY THESE RULES AND REGULATIONS

These personnel rules and regulations shall apply to all positions in the Village employment now existing or hereafter created.

For classified personnel who are subject to the provisions of the rules and regulations of the Board of Fire and Police Commissioners, the provisions of these personnel rules and regulations shall apply when not inconsistent or contrary to the provisions of the rules and regulations of the Board of Fire and Police Commissioners.

For employees covered by a separate collective bargaining agreement, the provisions of that agreement shall apply in the event of a specified conflict with the provisions of these personnel rules and regulations. Additionally, Village departments may establish working regulations and operating procedures to supplement the rules and regulations set forth in this Manual.

### SECTION 1.3. ORGANIZATION OF VILLAGE GOVERNMENT

The Village of Western Springs was incorporated in 1886 under the general Illinois Statutes governing cities and villages. It adopted the Council-Manager form of government in 1948.

The Village legislative and governing body is comprised of a President, six (6) Trustees (the “Village Board”), and a Village Clerk. All elected Village officers serve four-year staggered terms.

The Village Manager is the Chief Administrative Officer of the Village and is responsible for the management of all Village operations, under the policy direction of the Village President and the Board of Trustees.

Directors are appointed to administer the various Village Operating Areas under the direction of the Village Manager for the service needs and responsibilities assigned to their particular department.

### SECTION 1.4. ADMINISTRATION OF MANUAL

All employees of the Village are expected to comply with the policies and procedures contained in this Manual. Department Heads and supervisors are responsible for administering these policies in a consistent manner, although Department Heads may adopt departmental working regulations and operating procedures to supplement these policies. Supervisors are responsible for administration of the policies on a day-to-day basis, and the Village encourages employees to approach supervisors with questions about this Manual or any other aspect of their employment. In all regards, the Village Manager has the ultimate administrative responsibility for these personnel rules and regulations.

### SECTION 1.5. EQUAL EMPLOYMENT OPPORTUNITY

The Village of Western Springs is committed to the principles of equal employment opportunity and will treat all employees and qualified applicants equally regardless of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, handicap, citizenship status, unfavorable discharge from military service in connection with accommodations or any other category or characteristic protected by applicable federal, state or local law. It is the Village’s policy to comply fully with all federal, state and local laws and ordinances which ban discrimination and harassment in the workplace.

This policy applies to all employment decisions and practices, including but not limited to recruiting, hiring, advertising, promotion, training, employee development, compensation, reductions in force, discipline and termination.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their supervisor or the Personnel Officer. Any form of retaliation against an employee is strictly prohibited; therefore, employees can raise

concerns and make reports without fear of reprisal. Any employee found to be engaging in any type of discriminatory conduct contrary to this policy will be subject to disciplinary action up to and including termination of employment. The complaint reporting procedure is set forth in Section 1.6.

## SECTION 1.6. HARASSMENT

The Village of Western Springs is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment the Village will not tolerate any form of harassment that violates this policy. This policy forbids any employee, supervisor, elected official, vendor, client, customer or other person to harass any employee of the Village of Western Springs.

Harassment consists of discriminatory employment action and any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, age, sex, color, religious affiliation, sexual preference, political preference, national origin, disability, ancestry, marital status, unfavorable discharge from the military (except dishonorable), or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action (a significant change in employment status), that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment.

Forbidden conduct includes, but is not limited to: epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; written or graphic material circulated in hard copy or via any electronic or digital means, available on the Village's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment the Village discourages any such conduct in the workplace.

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or different genders.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term of employment, (2) submission to or rejection of the conduct is used as a basis for an employment decision affecting an individual (tangible employment action) or (3) conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. The Village considers the following conduct to represent some of the types of acts that violate the Harassment Policy:

- Physical assaults of a sexual nature including but not limited to rape, sexual battery, molestation; intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, etc.;
- Unwanted sexual advances, propositions or other sexual comments including, but not limited to sexually oriented gestures, noises, remarks, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct;
- Sexual or discriminatory displays or publications anywhere in the workplace by a Village employee including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning, or pornographic.

Everyone can help assure that the workplace is free from prohibited discrimination or harassment. Every employee is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no employees, not even the highest ranking people in the Village are exempt from the requirements of this policy.

Employees are expected to come forward promptly and report any problems pursuant to this policy before the behavior becomes severe or pervasive. Complaints need not be limited to someone who is the target of the offending conduct, anyone who observes a possible violation of this policy is also encouraged to report such conduct. If an employee experiences or witnesses any conduct he or she believes is inconsistent with this policy, the Village expects the employee to promptly notify the Personnel Officer or Village Manager in writing or orally. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination. Any supervisor who receives a complaint or observes conduct that may be inconsistent with this policy is expected to promptly report such conduct to the Personnel Officer or Village Manager.

All reports describing conduct that is inconsistent with this policy will be investigated promptly. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Village might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties

involved. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy. If the person who engaged in harassment is not employed by the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

The policy provides for immediate notice of problems to the Village officials listed above, so that the Village may address and resolve any problems without waiting for any legal proceedings to run their course. However, employees may also file a charge of discrimination in writing with the IDHR within 180 days of the occurrence or with the EEOC within 300 days of the occurrence at:

Illinois Department of Human Rights  
100 W. Randolph St., Suite 10-100  
Chicago, IL 60601  
(312) 814-6200

Equal Employment Opportunity Commission  
500 West Madison Street, Ste. 2800  
Chicago, Illinois 60661-2511  
(312) 353-2713

No one making a complaint in good faith will be retaliated against even if the complaint is not substantiated. The Village forbids that any employee treat any other employee or former employee or applicant adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.

## SECTION 1.7. DRUG FREE WORKPLACE POLICY

### 1.7.1. Introduction

Drug and alcohol misuse is inconsistent with the Village's longstanding commitment to the principle that professionalism in the delivery of public service can only be maintained through an alcohol and drug-free work environment. Accordingly, this Drug Free Workplace Policy applies to all employees, including any employee covered by a collective bargaining agreement or employment contract to the extent the policy is not inconsistent with such agreements and contracts. Employees who violate this policy are subject to appropriate discipline up to and including discharge.

Drug use poses a number of risks to the health and well-being of employees. Drugs can cause such health problems as lung cancer, obstructive pulmonary disease, chronic respiratory infections, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis. Drug and alcohol abuse frequently result in increased motor vehicle and workplace injuries, affecting not only the employee but coworkers as well.

Drugs and alcohol can also rob the user of his or her ability to plan for and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying

friendships and family relationships. Lives can be ruined when illegal drug users are arrested, jailed or injured by drug-related violence.

In recognition of such problems and consequences, any employees who use drugs or abuse medication or alcohol are urged to seek treatment. The Village has an Employee Assistance Program (EAP) available to assist employees with drug and alcohol problems to select a course of action. Information about the EAP can be obtained through your immediate supervisor or the Personnel Officer.

#### 1.7.2. Policy

It is the policy of the Village to take all reasonable steps to ensure a workplace free of drugs. Drugs means substances whose use or possession is controlled by state and federal law and which are not being used or possessed under the supervision of a licensed health care provider. Employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of prohibited substances, being under the influence of alcohol or other intoxicating substance, or abusing any drug although legally obtained (such as a prescription drug) by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages at the workplace or while otherwise conducting Village business whether on or off the Village premises. Village premises includes all buildings, offices, lockers, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the Village. This policy does not prohibit the limited and responsible consumption of alcohol at professional functions an employee may attend in relation to the employee's job that does not otherwise interfere with the performance of job duties.

For purposes of this policy, prohibited substances shall be defined as any controlled substance as listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550), and substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages. Prohibited substances include: narcotics (heroin, morphine, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.).

All employees performing work under government contracts, subcontracts or grants held by the Village must agree to abide by this prohibition as a condition of continued employment in such capacity.

#### 1.7.3. Notice of Conviction

Any employee who is convicted of, pleads guilty or no contest to, or is sentenced for a crime involving prohibited substances in the workplace must report the conviction, plea or sentence to the Personnel Officer within five (5) days after such conviction, plea or sentence. If an employee who is convicted of, pleads guilty to or is sentenced for a crime involving prohibited substances

performs work directly relating to the Village's contracts or grants with the state or federal government, the Village will report such conviction, plea or sentence to the government within ten (10) days after it receives notice of the conviction, plea or sentence. Employees may be subject to discipline or discharge relating to any such conviction, plea or sentence or for failure to notify the Village of such conviction, plea or sentence.

#### 1.7.4. General Work Rules

This policy does not prohibit employees from the lawful use and possession of prescribed medication. Employees must, however, consult with their doctors about the medication's effect on their ability to work safely and must promptly disclose any restrictions to their supervisor. *Employees should not, however, disclose the underlying medical condition unless specifically directed to do so.*

The Personnel Officer or a Group Director or designee acting upon approval of the Group Director, may direct an employee to submit for drug or alcohol testing.

#### 1.7.5. Employee Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this or other Village policies. Such employees will be allowed to use accrued paid time off, will be placed on leaves of absence, will be referred to treatment providers, and will otherwise be accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

#### 1.7.6. Required Testing

Pre-employment – As a component of the recruitment process, applicants for a position with the Village may be required to undergo drug and alcohol screening as part of the pre-employment physical and medical exam. Refusal to submit to drug and alcohol screening at the time specified will result in withdrawal of any offer of employment and disqualify the applicant from further consideration. Notice of drug and alcohol screening will be provided in the position announcement. Job applicants for positions that require a Commercial Driver's License will be tested according to the U.S. DOT regulations.

Applicants for initial hire whose drug and alcohol screening results are confirmed positive will be deemed to have failed the pre-employment physical exam, and will not be offered employment.

Reasonable Suspicion – Employees are subject to testing if a Group Director or designee reasonably suspects them of using or being under the influence of alcohol or drugs while they are working or are present on Village premises. The determination that an employee is under the influence of Alcohol or Drugs may be made based on an employee's actions, appearance,

speech, or the odor of drugs or alcohol which reasonably cause a Group Director to conclude that an employee is impaired or based on a confirmed positive test.

Post-Accident: Employees are subject to testing when they cause or contribute to accidents which seriously damage a vehicle or Village machinery or equipment, or result in an injury to the employee or any other person requiring emergency medical treatment away from the scene of the accident.

Employees who are required to have a commercial driver's license (CDL) for their position are subject to testing in accordance with the U.S. DOT regulations and applicable Village policy.

#### 1.7.7. Collection and Testing Procedures

Employees subject to alcohol testing shall be sent or driven to a Village designated health clinic and directed to provide breath specimen. Specimen shall be collected by trained technicians using federally-approved testing devices which are regularly calibrated and capable of producing printed results that identify the employee.

Applicants and employees subject to drug testing shall be sent or driven to a Village designated clinic and directed to provide urine specimen. Applicants and employees may provide split specimen and may provide specimen in private unless they appear to be submitting an altered, adulterated or substitute specimen. Collected specimen shall be sent to a federally-certified laboratory and tested for evidence of, at a minimum, marijuana, cocaine, opiate, amphetamine, PCP and all other "controlled substances" as defined by the federal Controlled Substances Act (21 U.S.C. § 812), the Illinois Controlled Substance Act (720 ILCS 570), or the Illinois Cannabis Control Act (720 ILCS 550). A chain of custody shall be established from the time specimen are collected through testing and storage.

The laboratory shall transmit positive drug test results to a medical review officer (MRO) retained by the Village, who shall offer persons with positive results a reasonable opportunity to establish whether their results are caused by prescribed medicines or lawful substances. Persons with positive test results may ask the MRO to have their split specimen sent to another federally-certified lab to be tested at their own expense. Such requests must be made within three days of the notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as having passed the test.

#### 1.7.8. Consequences

Employees who refuse to cooperate in required tests, who test positive for being under the influence of alcohol or drugs, or who use, possess, buy, sell, manufacture or dispense drugs or alcohol in violation of the Policy will be subject to discipline up to and including discharge. Refusal to cooperate means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen for testing when directed.

#### 1.7.9. Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Review Officer shall be kept confidential and shall be maintained in secure files separate from normal personnel files. Such records and information may be disclosed among Group Directors and supervisors on a need to know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

#### SECTION 1.8. WORKPLACE VIOLENCE

The Village is committed to promptly responding to situations that involve the potential for violent behavior that are brought to the Village's attention. Any employee who threatens or attempts to intimidate or commit an act of violence toward any other employee, member of the public, or other third party on Village premises or in the performance of Village duties will be subject to discipline, up to and including termination. Any employee who is subject to or witnesses such conduct by an employee or third party should report the incident immediately to any supervisor and to the Village Manager. Any supervisor who witnesses or receives a report of conduct contrary to this policy shall promptly report such concerns to the Village Manager.

#### SECTION 1.9. WORKPLACE INSPECTIONS

The Village wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. The Village requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employee convenience but remain the sole property of the Village and employees have no right or expectation of privacy in these storage devices in work areas, including Village vehicles. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. The Village also reserves the right to conduct searches and inspections of employees, employees' personal effects or Village-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If you refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal. The Village is not responsible for loss of or damage to personal property on the job.

#### SECTION 1.10. SMOKE FREE ILLINOIS ACT

The Village of Western Springs and its employees will comply with the State of Illinois' Smoke Free Illinois Act. Smoking in public places, places of employment, and governmental vehicles is prohibited. No person shall smoke in a public place or in any place of employment or within fifteen (15) feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased or operated by the Village. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of the Act.

## SECTION 1.11. EMPLOYMENT OF RELATIVES OF OFFICIALS

It is the policy of the Village of Western Springs to foster a positive employee relations environment for all employees. In keeping with this philosophy, we also recognize as an organization that many employees encourage family members to work here and personal relationships can and do occur among employees.

To avoid the appearance of favoritism, to maintain objectivity and appropriate expectations regarding performance, and to avoid potential harassment and discrimination claims, this policy describes the Village's expectations regarding the employment of elected and appointed officials and family members and personal relationships between employees.

### 1.11.1. Scope

This policy regarding employment of relatives applies to all elected and appointed officials and employees of the Village.

### 1.11.2. Definitions

"Relative" for purposes of this policy is defined as the employee's spouse or civil union partner, former spouse or civil union partner, brother, sister, parent, child, step-child, step-parent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, first cousin and any other member of the employee's household.

"Manager/Supervisor" is defined as a person having the ability to actually or effectively recommend the hire, discipline, coaching, termination, and/or evaluation of staff (e.g., Directors, any supervisor).

"Subordinate" is defined as an employee who reports to an employee who is a manager or supervisor, whether directly or through one or more additional layers of management.

"Personal Relationship" is defined as a social relationship between employees who have or have had a relationship of a romantic or sexual nature (e.g., dating), including a boyfriend or girlfriend.

### 1.11.3. Guidelines

Persons in elected, appointed, supervisory or managerial positions or other influential roles are subject to more stringent requirements under this policy due to their stature as role models, their access to sensitive information, their ability to influence others and to affect working environments or conditions of employment.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not have a connection to or create problems within the workplace. An exception to this principle, however, is a personal relationship between a manager or supervisor, and a subordinate, if the relationship is deemed to impact/influence working conditions.

*a) Employment of Elected and Appointed Officials and Relatives*

No person elected to the Office of Village President or Village Trustee or appointed to the office of Village Manager shall be employed in any other capacity with the Village during the term that he or she holds appointed or elected office.

Immediate family members (i.e., spouses, children [birth, step, adopted], brother, sister, brother-in-law, sister-in-law, grandchildren) of the Village President, Village Trustees, Village Manager, Directors and Assistant Directors, shall not be hired in any capacity during the person's tenure in office.

Relatives of elected and appointed officials and/or employees, other than those specified above, who possess the required qualifications, experience, training, fitness, character and integrity for the position may be hired when there is no manager or subordinate relationship.

Hiring of relatives in the same department is discouraged. When relatives do work in the same department and either one is promoted, both may maintain their positions, if not under the direct or indirect supervision of the other and, neither occupies a position that has influence over the other's employment, promotion, salary, and/or other management-related or personnel considerations.

If employees become relatives after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Personnel Officer.

*b) Personal Relationships*

All supervisors, managers or anyone else in a sensitive or influential position, are prohibited from engaging in a personal relationship (romantic, sexual, co-habitant, marriage, dating) with direct or indirect subordinates, whether at work or on personal time.

Hiring of individuals in a personal relationship in the same department is discouraged.

If a personal relationship, including dating, is established after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Village Personnel Officer. This disclosure will enable the Personnel Officer to determine whether any potential conflict of interest or appearance of conflict of interest exists because of the relative positions of the persons involved.

c) *Alternatives*

In the event: (1) employees are relatives or become relatives as defined above and are or become a direct or indirect supervisor/subordinate; or (2) a personal relationship exists or should occur between a direct or indirect supervisor/subordinate, the Personnel Officer will determine whether the relationship creates a conflict or appearance of a conflict of employment.

If so, the Personnel Officer will work with the employees to determine whether another suitable position exists elsewhere in the Village for one of the employees.

If the Personnel Officer determines that no suitable alternative position exists, the individuals concerned will be given three (3) weeks to decide which employment relationship is to be terminated. If the individuals are unable to agree, the Personnel Officer, in conjunction with the Department Head, will decide who is to be terminated from employment.

Ordinarily, the individual who has been with the Village less time will be considered for transfer. Refusal of a reasonable alternative position, if available, will be deemed a voluntary resignation.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

SECTION 1.12. CITIZENSHIP AND RESIDENCY

Except those positions where Federal or State law requires that an employee be a citizen of the United States or the State of Illinois, citizenship is not a requirement for initial or continued employment; however, in compliance with Federal law, documentation of eligibility for employment in the United States must be demonstrated through completion of the Immigration and Naturalization Service's Employment Eligibility Verification Form.

Residency within the Village or any specific distance from the Village is not a prerequisite for initial or continued employment. The Village Board may require an employee to live within a specified distance based upon a job description or function.

SECTION 1.13. MEDIA CONTACT

The Village Manager and Group Directors shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Village Manager may designate specific employees to give out procedural, factual or historical information on particular subjects or issues. Employees shall direct all media inquiries to the employee's Director or Village Manager and are not authorized to comment on behalf of the Village or disclose internal matters that involve the operations and management of the Village and its departments, except as authorized by the Village Manager.

#### SECTION 1.14. AMERICANS WITH DISABILITY ACT COMPLIANCE

It is the policy of the Village of Western Springs to comply with all provisions of the Americans with Disabilities Act (ADA). The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of his/her physical or mental disability. The Village will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments required by the job.

Reasonable accommodation generally involves modification or adjustment of a job, employment practice, or the work environment which makes it possible for an individual with a disability to perform the essential functions of their job and/or to otherwise enjoy equal employment opportunities. Whenever an employee or applicant believes that he or she may need a workplace accommodation, the employee should contact the Personnel Officer to obtain a Reasonable Accommodation Request Form. Once a Reasonable Accommodation Request Form has been submitted, the employee requesting an accommodation will be given the opportunity to engage in an interactive dialogue with the Village over the requested accommodation. As part of the interactive process, the Village may request the employee to provide certain information from his or her health care provider related to his or her ability to perform the essential job functions, with or without reasonable accommodation.

All information regarding a disability will be kept confidential except that (1) appropriate supervisory personnel will be informed of any restrictions on work assignments and/or reasonable accommodations that must be provided; (2) safety personnel will be informed of any emergency treatments or first aid that a person with a disability may require; and (3) government officials investigating compliance with federal, state or local laws may be informed of a person with a disability and any accommodation that is being provided.

Any employee who believes that he or she has been discriminated against due to a physical or mental disability should immediately report the problem or incident to his or her supervisor, the Personnel Officer or Village Manager. All complaints of discrimination due to a disability shall be investigated immediately, and the findings of the investigation and any remedial actions taken shall be reported to the complainant.

#### SECTION 1.15. DEFINITIONS

Classified Service Employee: Employees who are under the jurisdiction of the Board of Fire and Police Commissioners and who are governed by their policies and procedures.

Full-time Employee: An at will employee who, regardless of designation, is regularly scheduled to work at least 1950 hours per year. Qualifies for full benefits.

Hourly Employee: An at will employee who is paid on an hourly basis for the actual number of hours spent on duty during a specific pay

period and who is not exempt from the provisions of the Fair Labor Standards Act.

**Part-time Employee:** An at will employee, whether or not regularly scheduled, who works less than 1,950 hours annually. May qualify for some benefits depending on number of hours worked.

**Probationary Employee:** An at will employee, regardless of designation, who is newly hired on a contingent basis depending on satisfactory performance for a stated period of time.

**Salaried Employee:** An at will employee who is paid on a salaried basis, on a fixed basis at regular intervals, and is exempt from the provisions of the Fair Labor Standards Act.

**Temporary Employee:** An at will employee who will be employed and scheduled to work for a limited and defined period or project, generally, but not always less than two consecutive calendar quarters and who is not likely to be rehired in subsequent periods. Eligible only for benefits required by law, and not paid time off.

## CHAPTER 2 – EMPLOYMENT & ADMINISTRATIVE POLICIES

In general, applications for employment shall be submitted to the Personnel Officer on a prescribed employment application form. The application form shall be completed in its entirety and any evidence of falsification or fraud on the form may be grounds for discharge or disqualification from consideration for employment.

### SECTION 2.1. MEDICAL EXAMINATIONS

After a conditional offer of employment is made, applicants for employment in designated full-time and selected part-time positions will undergo a medical examination. The purpose of the examination is to determine whether or not the prospective employee possesses the standards of health and fitness necessary to perform the duties, essential functions, and responsibilities of the position for which he or she is being considered. Additionally, prior to employment, all prospective employees in designated positions must satisfactorily pass a drug test. The physical examination shall be at Village expense and be conducted by a doctor designated by the Village. Further, at any time during the course of employment an employee may be required to undergo a physical or psychological examination by a Village designated provider where such an examination is job related and consistent with business necessity.

## SECTION 2.2. PROBATIONARY PERIOD

### 2.2.1. Purpose

The probationary period is a period of heightened evaluation of an employee's performance. The initial probationary period is an integral part of the evaluation process and shall be utilized as an opportunity to observe an employee's work, to train the employee, and/or to identify an employee whose work performance fails to meet required work standards. Successful completion of the probationary period does not grant a property right to the position, nor does completion of the probationary period create a contract or right to future employment. Employees may be terminated at-will during and after the probationary period.

### 2.2.2. Appointments Subject to Probation

The following appointments are subject to a probationary period of six (6) months (exceptions noted in Section 2.2.6.).

- A. Initial employment
- B. Transfer (as may be recommended by the Director) and approved by the Village Manager.
- C. Re-employment (after thirty (30) days separation).
- D. Promotional

### 2.2.3. Supervision of Performance

During the probationary period, supervisors will observe the employee's work performance at periodic intervals and may counsel a probationary employee whose work performance is marginal or inadequate. The Group Director will report on an employee's performance to the Village Manager, who shall have sole discretion to determine appropriate action.

### 2.2.4. Completion of Probationary Period

Prior to the completion of the employee's probationary period, the Group Director may recommend one of the following actions to the Village Manager.

- A. Recommend that the employee be removed from probationary status.
- B. Recommend that the employee's probationary period be extended for a period not to exceed three (3) months, at which time the employee may not receive a pay increase until performance is deemed satisfactory.

- C. Recommend that the employee be terminated.
- D. Recommend that the employee be demoted or returned to a former position.

Any of the foregoing actions shall not, however, be subject to review or appeal by the employee.

#### 2.2.5. Classified Employees

In the event of an unfavorable review of a classified employee, he/she shall be subject to action in accordance with applicable provisions of state statute, the Rules and Regulations of the Board of Fire and Police Commissioners, and the collective bargaining agreement.

#### 2.2.6. Exceptions

- A. Notwithstanding Section 2.2.2., the probationary appointment for police officers is twelve (12) months following the successful completion of police training pursuant to the Illinois Police Training Act. Per BFPC Rules, a police officer is promoted to a higher rank by the Board of Fire and Police Commissioners (such as sergeant or lieutenant), the promoted officer is not subject to a probationary period.
- B. Any person hired as a Paid on Call firefighter shall have a probationary period of up to twenty-four (24) months during which time all required training shall be successfully completed as a condition of continued employment.
- C. Employees may be placed on probation for unsatisfactory performance as evaluated by the Group Director. The duration of the probation will be determined and communicated to the employee and Personnel Officer, and will normally not exceed six (6) months. The Group Director will provide the employee with an employee performance improvement plan outlining how the performance can become satisfactory, the duration of the probation and the consequences of the continued unsatisfactory performance.

### SECTION 2.3. HOURS OF WORK

#### 2.3.1. Work Schedule

Due to the nature of Village services, the normal workday varies from department to department. The Village retains the right to restructure an employee's workday, work week, or work period for the purpose of promoting efficient operations. The Village Manager establishes hours of operation and no employee or Department Head may modify such hours without prior approval from the Village Manager.

## SECTION 2.4. WORK PERIODS

In general, the work period for employment is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day. Below is a list of work periods for the various personnel categories. These are general guidelines and may vary in some special circumstances.

1. The work period for administrative personnel is normally 37.5 hours per seven (7) day work cycle. Administrative personnel shall be defined as employees who perform functions that are of a general office nature.
2. The work period for Law Enforcement personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
3. The work period for Fire Department personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
4. The work period for employees in the Public Works Department is normally 40 hours per seven (7) day work cycle.
5. The work period for employees in the Water Department assigned to shifts is normally 40 hours per seven (7) day work cycle.

### 2.4.1. Break Periods

Group Directors and/or Department Heads shall establish reasonable lunch periods and up to two (2) break periods of no more than fifteen (15) minutes each during each workday, and shall arrange them in the most appropriate manner for maintaining departmental operations. Employees shall not combine breaks, extend mealtimes, or shorten the workday by use of break time. Work and lunch breaks which are not taken are forfeited. Employees are expected to leave their work area at break time and shall not use break time to perform work duties absent prior approval by the Group Director and/or Department Head.

### 2.4.2. Reporting for Work

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, his/her supervisor shall be notified by telephone at least sixty (60) minutes before his/her designated starting time. All requests must be approved in advance by the employee's Group Director, Department Head or the Village Manager. Failure to notify the supervisor and obtain approval as provided herein may be considered an unexcused absence resulting in loss of all or a portion of benefit time and/or disciplinary action up to, and including discharge.

## SECTION 2.5. PAY PERIODS

Employees are paid bi-weekly on Friday. When payday is a holiday, checks shall be issued on the previous workday.

## SECTION 2.6. UNIFORM ALLOWANCE

Uniforms may be provided in accordance with Departmental Rules and Regulations and budgetary limitations.

## SECTION 2.7. PERSONNEL FILES

The Village maintains a personnel file for each employee. The personnel file includes information relating to the employee's hiring, training, performance evaluations, disciplinary record, changes of status and other aspects of his or her employment history.

Personnel files are the property of the Village and access to the information they contain is restricted. Generally, without written consent from the employee, only supervisors and other management personnel who have a legitimate business reason can review information in the file.

Employees may inspect their own personnel file up to two times per calendar year. The employee should submit a written request to the Village Manager, who will schedule a mutually convenient time for the inspection. The inspections generally will take place in the presence of the Village Manager or his or her designee. The Village may impose a reasonable charge, not to exceed the actual cost to the Village, for any copies of records made for the employee.

Employees are responsible for providing the Village with accurate, up-to-date information regarding the following:

- Name
- Social security number
- Home address
- Home telephone number
- Marital status
- Number of dependents
- Insurance beneficiaries
- Persons to be notified in case of emergency

- Immigration status and other information relevant to the employee's ability to work lawfully in the United States
- Other information pertinent to the administration of benefits

#### 2.7.1. Medical Records.

Medical records, including the results of the initial physical examination, any retest(s), and other data deemed an important factor to determine the employee's ability to satisfactorily perform the assigned tasks, shall be maintained in a separate file and shall be classified as "Restricted". Access to these files will be strictly limited and will be available only with the approval of both the Village Manager and the Personnel Officer.

#### 2.7.2. Changes in Information

It is the responsibility of each employee to keep personnel records current. Changes of address, telephone, marital status, beneficiary for insurance purposes, emergency contact, outside training and educational achievements, etc. should be reported to the Personnel Officer at the earliest possible time.

### SECTION 2.8. PERFORMANCE EVALUATION

Periodic performance reviews are important to the Village and each of its employees. Periodic reviews give supervisors an opportunity to explore the employee's progress on the job, identify effective performance, address any work-related problems, and establish goals for future performance, growth, and career development.

It is the supervisor's responsibility to keep his or her employees advised of their progress and performance. However, employees who feel uncertain as to how they are doing or where they stand should not hesitate to ask their supervisor. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are not a substitute for as-needed-management.

The Village will regularly evaluate employee performance using evaluation forms approved by the Village Manager. Generally, the Village conducts annual performance evaluations; however, operational and performance considerations may impact the frequency of evaluations. Supervisors will discuss all performance reviews with the employee and evaluations should be signed and dated by the employee and his or her supervisor. Employees will have the opportunity to express their comments on the review, in writing. The reviews and any such comments will become a part of the employee's personnel file.

## SECTION 2.9. TRAVEL AND CONFERENCE POLICY

Approval of any travel or conference request is conditioned upon the availability of funds in the appropriate department budget. In general, no more than one national and one state conference may be authorized for any Group Director or Department Head in any fiscal year. The complete Travel Policy is included as Appendix A.

Employees attending a training seminar or conference must first complete a Travel and Training/Conference Expense Report available from the Group Director/Department Head or Director of Finance.

### 2.9.1. Reimbursement

The Village may assume the cost of registration, lodging, travel, and other incidental expenses including a per diem allowance for any approved training activity.

- A. Reimbursement of lodging expenses shall be for a single room rate. Reimbursement of travel expenses shall be for the means of travel that is the least expensive and/or most practical.
- B. When attending a training seminar/conference which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate.

## SECTION 2.10. DRIVER'S LICENSE VERIFICATION

All employees occupying positions which require the operation of a Village vehicle or personal vehicle for Village business, shall be required to supply their driver's license number to their Group Director or Department Head for verification on an annual basis. If an employee uses his/her personal vehicle for Village business, proof of insurance may be required. Employees are required to report immediately any tickets, convictions or other impairments on the employee's ability to lawfully operate a vehicle (e.g., a DUI or excessive speeding tickets).

## SECTION 2.11. VILLAGE VEHICLE USE

Certain authorized Group Directors, Department Heads, and the Village Manager are granted use of a Village vehicle under a separate policy and/or employment agreement. All other Village owned vehicles shall be limited to official business with no other employee being authorized daily portal to portal or personal use, unless, during the course of and as a result of the necessity of official business as authorized by the Group Director and/or Department Head.

Employees who drive a vehicle in the course of performing their job duties, whether regularly or occasionally, will refrain from using their phone for text messaging or checking e-mails while driving. Where it is necessary for an employee to make work related calls by cell phone in performing the employee's job duties, under no circumstance are employees allowed to place

themselves at risk to fulfill business needs. Under all circumstances, employees must comply with traffic laws. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, up to and including discharge.

#### SECTION 2.12. MILEAGE REIMBURSEMENT

Any employee utilizing his/her private vehicle for Village business as approved by the respective Group Director or Department Head, shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate.

#### SECTION 2.13. USE OF VILLAGE TELEPHONE - PERSONAL CALLS

Employees are permitted to use the Village telephones and cellular telephones for personal local calls in cases of necessity. Phone usage may be monitored and employees will be invoiced if continual and repeated personal use of the phone is detected.

Employees are likewise expected to limit use of personal cell phones for personal calls or texting or other personal use during work hours and in work areas only to cases of necessity. Employees are expected to devote working time to performance of job duties, and any use of personal cell phones during working time for functions other than a brief and necessary phone call is strictly prohibited. The Village will not be liable for the loss of personal cell phones brought into the workplace.

#### SECTION 2.14. TECHNOLOGY RESOURCES

The Village maintains a separate policy regarding use of the Village's technology resources in the workplace. All employees will be provided with this policy and must understand that these resources are provided by the Village to facilitate performance of Village business and are intended primarily for such use. Employees should have no expectation of privacy in their use of Village Technology Resources, and the Village retains the right to monitor employee use of such resources. Employees are expected to use the Village's Technology Resources in a lawful manner, consistent with Village policy.

#### SECTION 2.15. TOXIC SUBSTANCES INFORMATION

2.15.1. In accordance with the Toxic Substance Disclosure to Employees Act, the Village will require all suppliers to identify whether any substances, mixtures, or compounds purchased and used by the Village are considered a "toxic substance" as determined by the Illinois Department of Labor.

2.15.2. In accordance with the Toxic Substances Disclosure Act, the Village will provide the necessary information concerning the nature of any toxic substances with which the

employee must work, and full information concerning the known and suspected health hazards of such toxic substances and related training.

2.15.3. Employees will be given personal instruction with respect to methods of material handling for each toxic substance to which the employee will be exposed in the normal course of his/her employment. The Village will require that every supplier provide a "Material Safety Data Sheet (MSDS)" on each toxic substance, which the Village may purchase and use. Employees will receive education and training information with respect to all toxic substances to which the employee is routinely exposed including methods in material handling, MSDS information, and a summary of employee rights under the Toxic Substances Disclosure to Employees Act.

2.15.4. If the Village does not possess a MSDS, the Village will submit a request to the seller of the toxic substance within ten (10) days of an employee's request for a MSDS. If the seller fails to provide the Village with a MSDS within thirty (30) days, the Village Manager's Office will file a complaint with the Illinois Department of Labor, and a copy of the complaint will be provided to the employee originally requesting the MSDS. The Village Manager's Office shall forward the MSDS to the requesting employee within ten (10) days of receiving it from the seller of the substance.

2.15.5. In accordance with the Act, the employee may not refuse to work with a toxic substance if the Village makes a good faith effort to provide proper PPE and a Material Safety Data Sheet to the employee within the time limits and process as specified in the Act.

## SECTION 2.16. REPORTS OF INJURY

### 2.16.1. Safe Work Habits

Each employee is required, as a condition of employment and continued employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve Village property and equipment.

### 2.16.2. Reporting

Employees who are injured or become ill while performing their duties for the Village shall make an immediate report of the injury to their immediate supervisor. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to, and including termination. Every injury, including those not requiring medical attention, shall be reported in writing to the Group Director or Department Head by the injured employee's supervisor immediately, or in all instances no later than two (2) hours of the injury. Group Directors or Department Heads shall be responsible for notifying the Personnel Officer/Safety Coordinator of all injuries reported by employees under their jurisdiction and shall insure that proper written reports are prepared and forwarded to the Village's Risk Management Pool for insurance purposes.

### 2.16.3. Immediate Medical Care

If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall receive emergency medical treatment at an appropriate facility or go immediately to a physician designated by the Village for treatment, after notifying his/her supervisor.

### 2.16.4. Return to Work

After medical attention, if the employee is released for regular or light duty, if available, as determined by the department in conjunction with the Personnel Officer/Safety Coordinator, the employee shall obtain from the attending physician a certification that the employee can return to work based on the job description for the position. Employees shall be required to release all medical information relative to the injury to the Village or its authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify worker's compensation payments. In the case of an employee who has been released for light duty, said employee may be placed on light duty, if available and at the discretion of the Group Director or Department Head, in conjunction with the Personnel Officer/Safety Coordinator, in a temporary position consistent with the light duty conditions specified by the attending physician and at the employee's normal rate of compensation, until such time that the attending physician releases the employee for regular duty or as long as light duty remains available.

## SECTION 2.17. OUTSIDE EMPLOYMENT

Employees may engage in other employment, including self-employment, outside of official duty hours providing that approval is secured from their Group Director or Department Head, in conjunction with the Personnel Officer. The Village typically approves secondary employment activities for a period not to exceed one year. An additional approval is required for continuance of the activity beyond the initial approved period. The Village reserves the right to prohibit or revoke approval of outside employment to the extent it is in the Village's interest to do so, including where the outside employment:

- A. Is conducted on Village time.
- B. Interferes with working hours or overtime requirements of the employee's position.
- C. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
- D. Involves the use of official information not available to the public.
- E. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.

- F. Reflects adversely upon the employee or the Village.
- G. Is in conflict with the employee's position with the Village. This shall include work which an employee would be expected to do as part of his/her normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee in the course of his/her Village employment.

## SECTION 2.18. GIFTS & GRATUITIES

Elected and appointed officials and employees of the Village must fully comply with provisions set forth in the Illinois State Officials and Employees Ethics Act, and failure to do so shall be subject to disciplinary action up to, and including discharge or removal from office, as appropriate.

2.18.1. Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or other thing of monetary value from any person, corporation or other organization who:

- A. Has, or is seeking to obtain, contractual or other business or financial relations with the Village.
- B. Conducts operation or activities that are regulated by the Village.
- C. Has outside interests that may be substantially affected by the individual's performance or non-performance as a Village official or employee.
- D. Exceptions to the above would include:
  - 1. Acceptance of gifts or other items with monetary value where it is clear that there is an obvious family or personal relationship.
  - 2. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a meeting.
  - 3. Acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees.
  - 4. Acceptance of unsolicited advertising or promotional materials, such as pens, calendars, or other items of nominal intrinsic value.

### 2.18.2. Gifts to Superiors

An employee shall not give a gift, nor solicit contributions from another employee for a gift, to an employee in a superior official position. An employee in a superior official position shall not accept a gift presented as a contribution from employees receiving less salary than the supervisor. Exception would include a voluntary gift in a nominal amount made on a special occasion such as a holidays, marriage, birthdays, illness, or retirement.

### 2.18.3. Reporting Gifts and Gratuities

All gifts, gratuities, or other items of monetary value, except as excluded above, should be reported immediately upon receipt thereof to the employee's immediate supervisor.

## SECTION 2.19. PECUNIARY INTERESTS

It is the intention of the Village to avoid any and all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that, no employee shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested, directly or indirectly, in the sale to or by the Village of land, materials, supplies, or services, except on behalf of the Village as an employee.

### 2.19.1. Waiver of Rule

Consistent with the available State law exceptions, when in the Village's interest, and where full disclosure has been made of all pertinent facts, then with approval of the President and the Board of Trustees this provision may be waived.

## SECTION 2.20. POLITICAL ACTIVITY

All employees are urged to exercise their individual right to vote as citizens. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities during working hours, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village.

## CHAPTER 3 – PAY PLAN

### SECTION 3.1. COMPENSATION

An employee's pay rate is determined on an individual basis and may be modified at any time by the Village based upon a number of considerations, such as job duties, individual job performance, attendance record and conduct. The initial pay rate will be communicated to an

employee at the time of hire, and any subsequent modifications will be communicated at or near the effective date of the change.

### SECTION 3.2. OVERTIME PAY

The appropriate Group Director or Department Head must approve all overtime worked in advance. The rate of compensation shall in the case be at the rate of one-and-one-half (1 1/2) times the regular hourly rate.

Hourly employees scheduled for 37.5 hours weekly shall be entitled to overtime pay for any hours worked in excess of 37.5 hours in one week. Hours worked includes use of comp time, vacation, sick leave, personal day, and safety day.

Hourly employees scheduled for 40 hours weekly shall be entitled to overtime pay for any hours worked in excess of 40.0 hours in one week. Hours worked includes use of comp time taken, vacation, personal day, and safety day.

This policy shall not apply to salaried employees nor in certain instances where departmental policy states otherwise.

### SECTION 3.3. COMPENSATORY TIME

3.3.1. While overtime is generally paid at the applicable hourly rate, Group Directors or Department Heads may, from time to time, permit an employee paid on an hourly basis to accrue compensatory time in lieu of overtime pay. Where compensatory time is permitted, the employee shall have the option of taking time off or being paid at the applicable hourly rate for the overtime hours worked.

3.3.2. Compensatory time shall be accrued at one and one-half times the hours worked and time off shall be subject to approval of the Group Director/Department Head or their designee. Accrued compensatory time shall, if practical, be used within six months of accrual. An employee shall not be permitted to accrue more than sixty (60) hours of compensatory time. The Village may cash out compensatory time at any time and will cash out unused accrued compensatory time six months into the fiscal year (on or around June 30) and at the end of the fiscal year (on or around December 31).

3.3.3. Department Heads/Group Directors shall report, to the Personnel Officer, accrued compensatory time off for each eligible employee on a quarterly basis in accordance with the established time off record.

## CHAPTER 4 – BENEFITS

Employee benefits are established and from time to time amended by the Village Board. Where the term “spouse” is referenced in these policies, the term shall include civil union partners in a manner consistent with State law.

### SECTION 4.1. HEALTH AND LIFE INSURANCE

Generally, all employees who are regularly scheduled to work a minimum of thirty (30) hours per week are eligible to participate in the Village group health and life insurance programs as they may from time-to-time be changed. Insurance coverage(s) shall commence on the first day of the month following the date of employment and shall cease on the last day of the month in which the employment was terminated. A brochure describing the provisions of each insurance plan shall be furnished to each employee. In all instances, the terms of the policy determine coverage. The Village’s insurance policies, providers, plan terms and coverages may be changed from time to time in the Village’s discretion.

### SECTION 4.2. EMPLOYEE ASSISTANCE PROGRAM

The Village recognizes that a wide range of illnesses and problems can have an effect on an employee’s health, well-being, and job performance. These illnesses and problems may include alcoholism, drug dependence, emotional or psychiatric illnesses, marital and/or family discord, stress disorders, legal difficulties and/or financial problems.

The Village believes that it is in the best interest of the employee, the employee’s family, and the Village to provide an Employee Assistance Program (EAP) to help with such illnesses and problems by providing confidential and professional assessment, short-term counseling, and/or referral services. Additional information regarding the EAP is available through the Personnel Officer.

### SECTION 4.3. RETIREMENT/PENSION FUNDS

Employees are generally eligible to participate in pension funds established by the Village consistent with the applicable laws. Payroll deductions and benefits are as mandated by State and Federal laws.

### SECTION 4.4. DEFERRED COMPENSATION

Employees may participate in a deferred compensation plan if one is offered by the Village. Deferred compensation is a tax-sheltered retirement plan, which involves deducting a portion of the employee's salary, with the money transferred to an investment fund selected by the employee. The employee's gross or taxable income is reduced by the amount deferred, therefore, income taxes are reduced. Income taxes are paid when the funds are distributed to the employee

(upon retirement, termination of Village employment or in the event of an emergency). The Finance Department can provide further information on this program.

#### SECTION 4.5. INSURANCE CONTINUATION

In accordance with State and Federal law, employees may be eligible for a continuation of health insurance coverage and dental insurance, at the employee's expense following separation from employment or placement on a disability status under state law. COBRA benefits are available to any employee, who at the time of separation, was enrolled in the Village's health insurance plan. The type of coverage available under COBRA must be the same coverage received on the last day of employ. No changes to coverage type or plan may be considered. Employees should contact the Personnel Officer for information applicable to individual circumstances.

#### SECTION 4.6. WORKER'S COMPENSATION

4.6.1. Any employee injured during the course of employment with the Village shall be eligible for Worker's Compensation benefits in accordance with State Statutes.

4.6.2. An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) days of earned leave will be credited to the employee.

4.6.3. Once benefits under the Act begin, the Village may continue to pay the injured full-time employee's salary and benefits for thirty (30) working days from the date of the job-related injury. Any Worker's Compensation benefits or insurance payments received by the employee shall revert to the Village during the time for which continuing compensation is paid. This provision is inapplicable to classified employees.

4.6.4. If an employee is unable to return to work at the expiration of the thirty (30) working days, the employee, may at his/her option, use all accumulated sick leave, vacation and personal days or to make up the difference between Worker's Compensation benefits and full pay. The employee will accrue benefits only for the leave time used. This provision is inapplicable to classified employees.

#### SECTION 4.7. DEATH BENEFIT

In the event of the death of a pension eligible employee, the beneficiary designated on the employee's pension, will receive a one lump payment equivalent to two (2) pay periods.

## SECTION 4.8. TUITION REIMBURSEMENT

Full-time employees of the Village are encouraged to enroll in college, university or technical school courses or participate in other types of studies, which are designed to improve job skills. As an incentive for employees seeking to improve their education, the Village may budget training funds and make them available for tuition reimbursement.

### 4.8.1. Basis of Reimbursement

Tuition reimbursement for college credit may be based upon the following priorities:

- A. The amount of budgeted training funds available.
- B. The direct and immediate benefit derived by the Village as a result of this particular employee completing the course.
- C. The specific job related nature of the course or field of study.
- D. The overall performance of the employee.
- E. The length of time which the employee has served the Village.
- F. The employee's technical or supervisory responsibility.
- G. The compatibility of the course schedule and the employee's work schedule.
- H. Other factors which may be relevant

Where a course is directly and immediately related to the employee's work responsibilities and the Village will receive a significant benefit, the employee may qualify for one hundred percent (100%) tuition reimbursement upon satisfactorily completing the course. Reimbursement will be limited to four thousand dollars (\$4,000.00) per employee, per fiscal year based upon the above criteria. Travel and time spent in the course shall be the responsibility of the employee. All courses subject to tuition reimbursement shall be taken during non-work hours.

### 4.8.2. Depletion of Funds

When requests for training and reimbursement exceed funds specifically budgeted for that purpose, the Village Manager may provide partial reimbursement of expenses in order to extend training opportunities to as many employees as possible.

### 4.8.3. Qualifications

To qualify for tuition reimbursement an employee shall:

- A. Complete the Request for Tuition Reimbursement form, included as Appendix B, and submit it to the employee's Group Director or Department Head before enrolling in the course.
- B. Obtain tuition reimbursement approval from the employee's Group Director or Department Head and the Village Manager.
- C. Successfully complete the course with a grade of "C" or better.
- D. Submit to the Finance Department proof of satisfactory course completion and proof of amount spent for tuition.
- E. Have been classified as a full-time employee with the Village for a period of at least one (1) year.
- F. Sign an agreement or promissory note, included as Appendix C, agreeing to reimburse to the Village the amount of the tuition reimbursed if the employee separates from Village employment within one (1) year after completion of a course.

#### 4.8.4. Termination of Employment

If an employee separates from Village employment within one (1) year after completing a course, the employee agrees that the Village shall deduct from the amount of tuition reimbursement previously granted from the employee's final paycheck or make other arrangements to see that the tuition reimbursement funds which have been granted to the employee are paid back to the Village.

## CHAPTER 5 – PAID LEAVE

### SECTION 5.1. VACATION POLICY

Vacation time is important and essential to your health, morale, job satisfaction and successful job performance. Vacation time shall be scheduled by and approved by the Group Director/Department Head, taking into consideration the departmental work load and the needs and demands of the Village.

5.1.1. Except as otherwise provided in this section, eligible employees shall earn vacation on a bi-weekly basis according to the following schedule:

Employee Vacation Benefit

<u>Years of Service</u>	<u>Bi-weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>	<u>Maximum Accrual</u>
1st thru 6th			
Based on 40 Hr. Wk.	3.08	80.00	120.00
Based on 37.5 Hr. Wk.	2.89	75.00	112.50
7th thru 12th year			
Based on 40 Hr. Wk.	4.62	120.00	180.00
Based on 37.5 Hr. Wk.	4.33	112.50	168.75
13 years			
Based on 40 Hr. Wk.	6.16	160.00	240.00
Based on 37.5 Hr. Wk.	5.77	150.00	225.00
20 years			
Based on 40 Hr. Wk.	7.69	200.00	300.00
Based on 37.5 Hr. Wk.	7.21	187.50	281.25
Group Directors and other Salaried Personnel			
1 thru 4 years	4.33	112.50	168.75
4+ years	5.77	150.00	225.00
20+ years	7.21	187.50	281.25

5.1.2. . Classified Employees, Telecommunicators, and Ordinance Control Officers shall receive 80 additional hours of vacation time each year in lieu of holidays.

5.1.3. Part-Time Employees

Part-time employees working a minimum of one thousand forty (1040) hours annually (twenty (20) hours per week) in benefit-eligible positions shall be entitled to vacation time on a pro-rata basis.

5.1.4. Other Requirements/Regulations

A. Accumulation During Leave

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Vacation leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury under certain circumstances, or during an authorized vacation leave or sick leave.

B. Holidays During Vacation Leave

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

C. Payment of Vacation Leave Upon Termination of Employment

The Village shall compensate employees for vacation leave earned and unused at the date of termination of employment, at the employee's current pay rate. Payment for accrued vacation time shall be calculated based upon allowable limits and cannot exceed those limits under this Policy.

D. Waiver of Vacation Leave

As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

E. Minimum Leave

Vacation leave shall be taken in units of not less than two (2) hours at the discretion of the Group Director/Department Head.

F. Maximum Accumulation

Employees shall be allowed to carry over up to, but no more than, one and one-half times his/her annual accrual on a quarterly basis. Any vacation time in excess of the maximum accumulation that remains at the beginning of a quarter will be forfeited.

G. An employee may use earned vacation after three months of consecutive service.

SECTION 5.2. HOLIDAYS

Except for employees covered under Section 5.1.3, the following provisions shall govern paid holidays by the Village. Holiday benefits for employees covered by any collective bargaining agreement shall be as set forth in such agreement.

- |                           |                                  |
|---------------------------|----------------------------------|
| 1. New Year's Day         | 6. Labor Day                     |
| 2. Martin Luther King Day | 7. Thanksgiving Day              |
| 3. President's Day        | 8. Friday after Thanksgiving Day |
| 4. Memorial Day           | 9. Christmas Eve Day             |
| 5. Independence Day       | 10. Christmas Day                |

- A. Where a holiday falls on a normally scheduled workday, the employee will receive the day off with pay at his/her straight time hourly pay. However, if an hourly employee is scheduled to work on a holiday, the employee will be paid at his/her straight time hourly rate for the first eight (8) hours in addition to the holiday pay. For any hours worked in excess of eight (8) hours, pay will be at the rate of one-and-one-half times. Only hours actually worked will be used in computing the workweek. If the Group Director/Department Head requires a salaried employee's services, the holiday will be added to the employee's regularly earned vacation.
- B. If an employee is called into work on a holiday when not previously scheduled, the employee will be paid at the rate of time and one-half for all unscheduled hours worked and will also receive the holiday pay. Designated employees in the Public Works Department may be eligible for compensation at the rate of two times their hourly rate for hours worked on a holiday. Only hours actually worked will be used in computing the workweek.
- C. Where a holiday occurs during an employee's scheduled vacation, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance.
- D. If an employee is absent from work the day before or after a holiday, the employee will not receive holiday pay until proof of illness or other excusable absence is established in a manner suitable to the employee's Group Director/Department Head.
- E. Part-Time Employees

Part-time employees working a minimum of one thousand forty (1,040) hours annually (twenty (20) hours per week) shall be entitled to holiday pay if the holiday falls on the employee's regularly scheduled work day.

### SECTION 5.3. PERSONAL DAYS

Full-time employees and part-time employees scheduled to work twenty (20) hours or more per week annually are entitled to use three (3) personal days, equal to their daily hours per calendar year, provided the employee has completed three (3) months of continuous employment. The use of the personal day is subject to the scheduling approval of the Group Director/Department Head. Personal days are non-cumulative and must be taken within the calendar year. Unused personal days not taken within the calendar year are forfeited, and unused personal days are not paid to an employee upon separation. Personal days shall be taken in units of not less than two (2) hours.

## SECTION 5.4. SICK LEAVE

### 5.4.1. Sick Leave Program

Sick Leave is accumulated at a rate of one day of sick leave credit each month. Sick leave may reach a maximum accumulation of two hundred forty (240) working days. Part-time employees working a minimum of one thousand forty (1,040) hours annually (twenty (20) hours per week) shall be entitled to sick leave on a pro-rata basis.

Sick Leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, when there is an illness in the employee's family (i.e., spouse, civil union partner, child (birth, adopted, step), or parent, or for medical appointments which cannot be scheduled outside of working hours. A maximum of twelve (12) sick days may be used, when there is an illness in the employee's family per year.

### 5.4.2. Authorization of Sick Leave

Each Group Director/Department Head will have primary discretion for granting sick leave to employees in his/her department. Sick leave may not be used before earned.

### 5.4.3. Minimum Leave

Sick Leave shall be taken in units of not less than two (2) hours.

### 5.4.4. Accumulation During Leave

Credit for sick leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Sick leave shall continue to accumulate during a leave of absence with pay due to an on-the-job injury under certain circumstances, or during an authorized vacation or sick leave.

### 5.4.5. Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no less than sixty (60) minutes before the starting time on the day of the absence. The employee, when reporting to the Group Director or Department Head personally, or through another person, must detail the reasons for the absence and the anticipated duration of such absence. Notification of an absence is not approval of benefit time off. All requests for use of paid time off must be approved in advance by the employee's Group Director, Department Head or the Village Manager.

#### 5.4.6. Medical Certificate Required

A doctor's statement or other viable documentation shall be provided for any use of sick leave of three (3) or more consecutive work days unless specifically excused by the Village Manager or designee, or if the Group Director suspects abuse or a pattern of improper or unnecessary sick leave use. If the employee does not supply such statement/documentation or said statement is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay. Failure to report absence because of illness will result in time off without pay and/or disciplinary action up to and including termination. Any costs associated with providing a doctor's statement are the responsibility of the employee. The Village may require a second opinion by a physician designated by the Village.

#### 5.4.7. Retirement Benefit

For full-time employees and part-time employees working one thousand forty (1040) or more hours annually, terminating employment with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days of unused sick leave, the Village will pay for accumulated unused sick leave at the employee's final rate of pay up to a maximum of sixty (60) days.

For employees covered by IMRF, the Village may pay for accumulated unused sick leave at a lesser amount that does not increase the employee's final earnings over the cap contained in 40 ILCS 5/7-172(k). In the event the Village pays less than 60 days unused sick leave at the time of retirement, the employee may receive payment for the remaining balance up to the 60 day maximum approximately 90 days following the employee's retirement date. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement or, for salaried personnel, at their straight time weekly rate at the time of retirement. Employees who notify the Village of the employee's intended retirement at least 48 months in advance of the intended date of retirement may, upon approval of the Village Manager, receive the sick leave buy back benefit prior to retirement subject to the conditions approved by the Village Manager and any other applicable limitations.

If the employee is retiring pursuant to the provisions of the employee's applicable pension plan, but has provided less than twenty years (20) of consecutive service, then the following applies:

- No sick leave buy back for those who have worked for the Village less than five (5) complete consecutive years.
- Employees retiring from the Village with six (6) to twenty (20) years of service are eligible for a sick leave buy back within the limitations set forth above up to a maximum of sixty (60) days if they have used less than 20% of their available sick leave.

5.4.8. Other Conditions

- A. Sick leave will be paid at the straight time rate and only for regularly scheduled weekly hours up to a maximum of forty (40) hours.
- B. Violations of the regulations for use of sick leave or requests for use for an improper purpose is an act of dishonesty and can result in disciplinary action or discharge in accordance with the Village's disciplinary procedures.

SECTION 5.5. SAFETY INCENTIVE

To demonstrate the Village's commitment to safety, a safety day or safety award may be granted to employees who: 1) Work an entire year without an avoidable accident, injury or violation of safety work procedures; and 2) Attend two (2) department required safety trainings over the course of a year. Employees must be full-time or regular part-time employees of the Village and work a minimum of thirteen hundred (1300) hours per year.

Employees working the majority of their job in a non-office environment qualify for a safety day. Office/administrative employees who are at less risk of involvement in an accident will be eligible for a safety award. The safety incentive will recognize the accomplishment of an accident free year.

5.5.1. Criteria

In the first quarter of the year the Employee Health and Safety Committee will review all accidents from the previous year to determine who is eligible for a safety incentive. The Committee will determine if the accident is avoidable or unavoidable. Any involvement in an avoidable offense will automatically result in the loss of the safety incentive. There shall be two degrees of unavoidable accidents: escapable and uncontrollable. An accident shall be considered escapable if it is decided that the employee had some degree of fault. This may result in the partial loss of a safety incentive. An accident shall be considered uncontrollable if it is determined that the employee is not at fault. Employees involved in an accident determined to be uncontrollable will not lose their safety incentive.

Employees must have written documentation that they attended at least two approved safety trainings over the course of a year.

Following the review by the committee, a recommendation regarding who should receive a safety incentive will be forwarded to the Village Manager. The Village Manager will make the final determination regarding which employees are qualified to receive the safety incentive.

5.5.2. Conditions

- A. Employees shall not substitute regular pay for the time off.

- B. The Safety Day shall only be scheduled with the approval of the Group Director or Department Head during the calendar year following the award.
- C. The safety program shall begin on January 1<sup>st</sup> and conclude on December 31<sup>st</sup> of each year respectively.

#### SECTION 5.6. BEREAVEMENT LEAVE

An employee may be granted by the Group Director or Department Head an emergency leave of absence of up to three (3) days without loss of pay in cases of death or serious illness of a member of the employee's immediate family. Members of the immediate family are generally considered to be: spouse or civil union partner, mother, father, sister, brother, children (birth, step, adopted), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, grandfather-in-law, and grandmother-in-law or as otherwise approved by the Village Manager.

The purpose of such leave shall be to attend the funeral, including making arrangements for the funeral, in case of death or to permit the employee to be present in case of serious illness. The Village Manager, employee's Group Director or Department Head reserves the right to request documentation of the absence.

#### SECTION 5.7. JURY DUTY OR WITNESS DUTY

A full-time or a part-time employee working at least an average of twenty-two and one half (22.5) hours per week shall receive full pay or pro-rated pay at his/her straight-time hourly rate for time not worked while serving on jury duty or testifying as a witness at the request of the Village, or testifying under subpoena to matters related to their employment with the Village. Provided, such employees shall endorse to the Village any payment received for such jury or witness duty.

Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

### CHAPTER 6 – UNPAID LEAVE

#### SECTION 6.1. FAMILY LEAVE (FMLA)

Employees are eligible to take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave provided employees: (1) have worked for the Village for at least 12 months and (2) have worked at least 1250 hours in the last 12 months. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

#### 6.1.1. Reasons for Leave

If employees are eligible, employees may take family/medical leave for any of the following reasons: (1) the birth of a son or daughter and in order to care for son or daughter; (2) the placement of a son or daughter with employees for adoption or foster care; (3) to care for a spouse, civil union partner, son, daughter or parent (“covered family member”) with a serious health condition; or (4) because of the employee’s own serious health condition which renders employees unable to perform the functions of the employee’s position; or (5) due to a qualifying exigency during deployment of a member of the Armed Forces or a reserve component who is the employee’s spouse, civil union partner, child or parent to a foreign country or the impending call or order to covered active duty of a member of a reserve component of the Armed Forces who is the employee’s spouse, civil union partner, child or parent. Leave because of reasons “1” or “2” must be completed within the 12-month period beginning the date of birth or placement. In addition, spouses employed by the Village who request leave because of reason “1” or “2” or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period.

If employees are eligible, employees may take up to 26 weeks to care for a spouse, civil union partner, parent, child or individual for whom employees are the nearest blood relative who 1) is a member of the Armed Forces (or National Guard or Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty and has rendered the servicemember medically unfit to perform the duties of the servicemember’s office, grade or rank; or 2) is a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Leave to care for an injured or ill servicemember will begin on the first day of such leave and must be completed within 12 months from that date. Leave for an injured servicemember may be taken only once per servicemember, unless that servicemember has a subsequent injury or illness incurred in active military duty. Spouses employed by the Village who request injured servicemember leave may only take a combined aggregate total of 26 weeks of leave for such purposes. Any FMLA leave taken by an employee for reasons other than an injured or ill servicemember will reduce the 26 weeks of available leave to care for a servicemember.

Employees may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If employees misrepresent facts in order to be granted an FMLA leave, employees will be subject to immediate termination.

#### 6.1.2. Notice of Leave

If an employee’s need for family/medical leave is foreseeable, employees must give the Village at least 30 days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, employees are expected to notify the Village as soon as practical, generally the same day employees learn of the need for leave. Employees should follow the Village’s policy regarding reporting absences in advance.

### 6.1.3. Medical Certification

If employees are requesting leave because of the employee's own or a covered family member's serious health condition, employees and the relevant health care provider must supply appropriate medical certification. Employees may obtain a Certification of Health Care Provider form from the Personnel Officer. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the health care provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absences will be treated according to the Village's attendance standards.

The Village, at its expense, may require an examination by a second health care provider designated by the Village. If the second health care provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Village may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

The Village will also require certification in support of leave for a qualifying military exigency.

### 6.1.4. Reporting While on Leave

If employees take a leave because of the employee's own serious health condition or to care for a covered family member, employees may be required to contact the employee's Group Director on a regular basis regarding the status of the employee's condition and intention to return to work. For leaves for other purposes, employees may be periodically required to report on the employee's status and intent to return to work.

### 6.1.5. Leave is Unpaid

FMLA leave is unpaid leave. The Village will require employees, consistent with leave policies, to use paid vacation, compensatory time, personal leave and sick leave concurrently with unpaid FMLA leave, unless the leave otherwise is paid (*e.g.*, because the employee is receiving workers' compensation, disability or PEDDA benefits, which will also run concurrently with and be designated as FMLA leave where qualifying). The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

#### 6.1.6. Medical and Other Benefits

During an approved family/medical leave, the Village will maintain an employee's health benefits, as if employees continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If employees leave is unpaid, employees must pay the employee's portion of the premium during the leave. An employee's group health care coverage may cease if the employee's premium is more than 30 days late. If employees do not return to work at the end of the leave period, employees may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless employees cannot return to work because of a serious health condition or other circumstance beyond the employee's control.

#### 6.1.7. Intermittent and Reduced Schedule Leave

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours employees work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked. In addition, while employees are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer employees to an available alternative position which better accommodates the employee's recurring leave and which has equivalent pay and benefits.

#### 6.1.8. Returning from Leave

If employees wish to return to work at the expiration of the employee's leave, employees are entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, employees have no greater right to reinstatement or other benefits and conditions of employment than if employees had not taken leave. Employees must return to work immediately after the expiration of the employee's approved FMLA leave in order to be reinstated to the employee's position or an equivalent position.

If employees take leave because of the employee's own serious medical condition, employees are required to provide medical certification that employees are fit to resume work. Employees failing to provide the Return to Work Medical Certification form will not be permitted to resume work until it is provided.

The attached notice from the U.S. Department of Labor provides additional information about the FMLA.

## SECTION 6.2. GENERAL LEAVE OF ABSENCE

Employees may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Village Manager. Such leave may be requested for:

- A. The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the Village.
- B. To recover their own health or attend to family illness. (See Family Leave Section 6.1.)
- C. Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-Village related cases, and for purposes other than the above that are deemed beneficial to the Village service.

### 6.2.1. General Leave of Absence - Procedure

- A. Employees may submit a written request to their Group Director/Department Head asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Group Director/Department Head shall be forwarded to the Village Manager for authorization.
- B. Authorization for such leave shall be within the sole discretion of the Village Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.
- C. An employee is required to exhaust available paid vacation, compensatory time, personal leave and, if applicable, sick leave before unpaid general leave of absence is commenced.

### 6.2.2. General Leave of Absence - Benefits

- A. For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave.

- B. With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave.

#### 6.2.3. General Leave of Absence - Duration

A general leave of absence may be granted for up to twelve (12) workweeks. Extensions may be granted for additional periods of up to twelve (12) additional workweeks, not to exceed a total of twenty-four (24) workweeks, unless a further definitive period of leave may be appropriate as a reasonable accommodation.

#### 6.2.4. General Leave of Absence - Return to Duty

- A. A return date shall be agreed to by the employee and the Village Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
- B. An employee may request an extension of the general leave by making application to the Village in the same manner as on original application. Provided, such extension may not be granted in excess of the limit set forth in Section 6.2.3.
- C. An employee returning from a general leave will be placed in the employment position held before the leave began, if the employment position is vacant. If, the former employment position is not vacant, the employee may be returned to the most equivalent, available employment position with the Village for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available if the employee remains qualified.
- D. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the Personnel Officer a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

#### 6.2.5. General Leave of Absence - Resignation

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

## SECTION 6.3. VESSA LEAVE

The Victims' Economic Security and Safety Act (known as "VESSA") provides an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, with up to twelve (12) weeks of unpaid leave per any twelve (12) month period to seek assistance in response to an act or threat of domestic violence, sexual assault, or stalking. Employees may take this leave to seek services for a victim of domestic or sexual violence if the victim is: 1) the employee; 2) a covered family member (spouse, civil union partner, child, parent); or 3) a household member (who is currently residing with the employee). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests.

### 6.3.1. Reasons For Leave

Employees may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the domestic or sexual violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to increase the safety of the victim from future domestic or sexual violence or ensure economic security, or (5) to seek legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any legal proceeding related to or resulting from domestic or sexual violence. If an employee misrepresents facts in order to be granted a VESSA leave, the employee will be subject to immediate termination.

### 6.3.2. Notice Of Leave

An employee must give the Village at least 48 hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If an employee is unable to provide advance notice, the employee must provide notice when he/she is able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

### 6.3.3. Reporting While On Leave

Employees may be required to contact their Group Director on a regular basis regarding the status of their leave and their intention to return to work.

### 6.3.4. Certification

Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act

or threat of domestic or sexual violence, and (3) the leave is to seek assistance for a purpose covered by the Act. The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic or sexual violence or the effects of the violence, (b) a police or court record, or (c) other corroborating evidence.

It is the employee's responsibility to ensure that the Village receives the proper certification. If the Village does not receive adequate certification within a reasonable time period after leave is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences may instead be processed under other applicable leave policies and the employee will be held accountable for time taken under the Village's attendance standards.

#### 6.3.5. Leave Is Unpaid

VESSA leave is unpaid leave. An employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the employee, because the employee was temporarily disabled due to domestic or sexual violence, the employee may use any accrued sick time for that portion of the leave. An employee may use accrued vacation or other personal time for any of the purposes allowed under the Act. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

#### 6.3.6. Medical and Other Benefits

During an approved VESSA leave, the Village will maintain an employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If an employee's leave is unpaid, the employee must pay the employee's portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If an employee does not return to work at the end of the leave period, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic or sexual violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. An employee will remain entitled to all of the employee's benefits which accrued prior to the employee's leave, however.

### 6.3.7. Intermittent And Reduced Schedule Leave

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked.

### 6.3.8. Other Applicable Leaves

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the Family and Medical Leave Act ("FMLA"), will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will also be designated as VESSA leave.

### 6.3.9. Returning From Leave

If an employee wishes to return to work at the expiration of the employee's leave, the employee is entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken leave. The employee must return to work immediately after the expiration of the employee's approved VESSA leave in order to be reinstated to the employee's position or an equivalent position.

If an employee takes leave because of the employee's own medical or psychological condition, the employee is required to provide medical certification that the employee is fit to resume work, according to the Village's usual policies.

### 6.3.10. Reasonable Accommodation In The Workplace

The Village will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic or sexual violence, unless the accommodation would cause the Village an undue hardship. If an employee is an otherwise qualified individual who can perform the essential functions of the employee's job, but needs such an accommodation, the Village may provide an adjustment to the job structure, workplace facility, work requirements, or the employee's telephone number, seating assignment, or physical security of the employee's work area in response to a need covered by VESSA. The Village will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the Village Manager or his or her designee.

#### 6.3.11. Confidentiality

The Village will maintain an employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The Village will not disclose the nature of the employee's leave other than to those specific persons who need to know in order to ensure the employee receives his/her VESSA rights.

#### 6.3.12. No Retaliation

The Village strictly forbids any of its employees, managers or other representatives from discriminating, retaliating, or otherwise treating an employee unfavorably for requesting or taking VESSA leave or exercising any other rights under VESSA. If an employee feels he/she has been denied his/her VESSA rights or if an employee feels he/she has been treated unfavorably for having exercised any VESSA rights, the employee should immediately report such action to the Vice President of Administration and Community Services. The Village will investigate the employee's concerns and take corrective action if it determines that someone has violated the Village's VESSA policy.

### SECTION 6.4. MILITARY LEAVE

Military leave shall be granted in accordance with applicable Federal and State law.

### SECTION 6.5. ADDITIONAL LEAVES (SCHOOL VISITATION, BLOOD/ORGAN DONATION, ETC.)

The Village recognizes employees' right to additional forms of leave as provided by state law. Please notify the Group Director or Department Head with any questions or concerns regarding the need for time off for any reason.

## CHAPTER 7 – DISCIPLINARY AND SEPARATION ACTION

### SECTION 7.1. DISCIPLINE

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the Village. Department Heads/Group Directors and Supervisors shall organize and direct the work of their units in a manner calculated to achieve these objectives.

Discipline is established for the good of the Village and its employees. Discipline should be positive. It is intended to improve employee performance, or to correct unacceptable employee action. Discipline may include talking and counseling with an employee and special training of an employee in his/her job. Discipline may also include imposing a penalty for breaking rules or for actions that are detrimental and/or disruptive to the effective discharge of Village functions.

In most cases, disciplinary action will ordinarily be of a progressive nature. Repeated violations of the same rule, violations of more than one rule in a single act, violations of different rules at different times, and aggravating circumstances, may be examples for accelerated or compound disciplinary action. Moreover, certain types of offenses may result in immediate dismissal.

This section shall not limit the ability of the Village to take actions regarding employees that it deems appropriate.

#### 7.1.1. Examples for Disciplinary Action

The following is a partial list of conduct that is prohibited and will not be tolerated. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but they are to serve as a guide in determining appropriate action.

- A. Incompetency, negligence, misconduct or inefficiency in the performance of assigned duties.
- B. Abusive, threatening or offensive attitude, conduct or language in a public place, towards the public, Village officials, or other employees, or abusive in conduct resulting in physical harm or injury to other employees or to the public.
- C. Violation of any regulation, order or rule, or failure to obey any lawful and reasonable direction given by a superior, including when failure to obey amounts to insubordination, or does or is reasonably expected to result in lower morale or to result in loss, inconvenience, or injury to the public or the Village.
- D. Acceptance for personal use of a gift, fee or other valuable thing which would be in conflict with the Section 2.18, Gifts and Gratuities, of this manual; inducing or attempting to induce another to commit an unlawful act; or any unethical conduct.
- E. Violation of the Village's Anti-Harassment or Equal Employment Opportunity policies.
- F. Any act or occurrence after employment that would have disqualified an individual from initial employment, including conviction of a criminal offense bearing on the performance of job duties.
- G. Where the employee, through carelessness, negligence, or willful misconduct, has caused damage to public property or waste of public supplies or money.
- H. Misappropriating Village property, unlawfully disposing of Village property or records, or other conduct that has or reasonably can be expected to result in loss or injury to the Village or public.
- I. Failure to follow safety rules and regulations or to abide by safe practices.

- J. Where the employee has been absent without leave, or has failed to report following the expiration of a leave of absence, for a period of three (3) working days.
- K. Where the employee, without taking a leave of absence without pay, engages in political activities in connection with the Village. (Sec. 2.20)
- L. Excessive absenteeism; unauthorized absences from duty; abusing lunch and break period time limitations.
- M. Refusal to comply with the instructions or directions of supervisors; failure or refusal to cooperate with an internal investigation.
- N. Use of obscenity or other abusive or antagonistic language, attitudes or conduct toward fellow employees, supervisors, residents, or vendors, including acts that interfere with proper cooperation of Village employees to the detriment of efficient public service.
- O. Possession, purchase, use, selling or being under the influence of intoxicating liquor or drugs on Village property, or while operating Village equipment, or while performing the duties associated with the employee's position.
- P. Possession of weapons, explosives or other dangerous objects or substances.
- Q. Where the employee falsely claims disability due to sickness or injury.
- R. Disclosing confidential records or information relating to the Village, its residents and vendors.
- S. Use of Village equipment, property, or material for performing personal or for any other inappropriate purpose.
- T. When the employee has used, threatened or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay or other character of work.
- U. Falsification or alteration of time sheets, personnel records, employment application or any other Village records.
- V. Withholding information or providing misleading or false information about a job-related injury, illness or accident.
- W. Sleeping during working hours outside of assigned duties.
- X. Engaging in unauthorized personal business during work hours.

- Y. Failure to maintain a neat, clean, and businesslike appearance so as to be a credit to the Village.
- Z. Failure to comply with any other Village policy or directive or any other misconduct as determined by the Village.

#### 7.1.2. Forms of Discipline

This section lists possible disciplinary actions that may be utilized by the Village. This Section is not a limitation on the Village's authority to impose any form of discipline that it determines to be appropriate in its sole discretion based upon the facts of any given situation. Also, this Section is not a guarantee that disciplinary actions will occur in any specified sequence or that one action must necessarily precede another. The Village retains the right to discipline and discharge an employee with or without cause or notice.

##### A. Reprimand.

The reprimand is usually issued, orally or in writing, when an employee's performance or conduct do not meet acceptable minimum standards. Generally criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.

##### B. Transfer

An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.

##### C. Demotion

Demotions for disciplinary reasons may be necessary so that the employee, whose work has not been satisfactory, but who does not deserve dismissal, may be retained and assigned less responsible work.

When a Group Director/Department Head believes that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other cause, the Group Director/Department Head shall request that such action be taken by the Village Manager. A reduction in rate of pay shall be determined as appropriate by the Village Manager.

D. Suspension

Any action on the part of any employee which is in violation of the orders of their supervisor or contrary to Departmental or Village rules and policies may be suspended without pay. This power is exercisable by the Group Director/Department Head for suspensions of up to five (5) days in conjunction with the Personnel Officer. Anything in excess of five (5) days, and not to exceed thirty (30) days, must have the approval of the Village Manager.

A written statement by the Group Director/Department Head notifying the Village Manager and the employee of the reason(s) for the suspension shall be provided. When a Group Director/Department Head is suspended the Village Manager shall notify, in writing, the President and Board of Trustees.

E. Dismissal

The Group Director/Department Head with the approval of the Village Manager may dismiss any employee. The notice of dismissal shall be in writing and shall state the specific charges and reasons for dismissal.

When a Group Director/Department Head is dismissed the Village Manager shall notify, in writing, the President and Board of Trustees.

SECTION 7.2. GRIEVANCE PROCEDURE

Employees are encouraged to discuss with their supervisors or Department Heads/Group Director any work-related problem. It is the policy of the Village of Western Springs to endeavor to conduct personnel actions that are fair and to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. The process set forth in this policy may be used to address unresolved job-related concerns or complaints.

7.2.1. Oral Report

The employee should first discuss the grievance with the immediate supervisor, preferably the same day the concern or complaint arises but in no instance later than two working days of the concern or complaint, providing the reason and cause of the grievance.

7.2.2. Written Report

If the oral grievance presentation fails to settle the grievance, the employee may, within five (5) working days of the oral report, submit a written grievance report to the employee's supervisor. Within five (5) working days after receiving such grievance, the supervisor may meet with the

employee to discuss the matter and shall furnish the employee with a written reply to the grievance.

#### 7.2.3. Appeal to Group Director/Department Head

The employee may, within ten (10) working days of receipt of the written response from the supervisor, appeal the decision of the supervisor to the Group Director/Department Head. In the event of an appeal, the following actions should take place:

- A. Employee shall notify the supervisor of the intent to appeal the decision.
- B. Employee shall present a written grievance to the Group Director/ Department Head with the record taken of the initial meeting.
- C. Within ten (10) working days after receiving such grievance, the Group Director/Department Head shall furnish the employee with a written reply to the grievance.

#### 7.2.4. Appeal to the Village Manager

The employee may, within ten (10) working days of receipt of the written response from the Group Director/Department Head, appeal the decision of the Group Director/Department Head to the Village Manager. In the event of an appeal, the following actions should take place.

- A. Upon the request of the employee, the Group Director/Department Head shall send a memorandum to the Village Manager wherein the employee's grievances and the action taken to date are set forth.
- B. The Village Manager may conduct an investigation regarding the grievance. Within ten (10) working days of receipt of the memorandum, the Village Manager shall furnish the employee with a written reply. The Village Manager's decision in the matter is final.

### SECTION 7.3. REDUCTION IN FORCE

If the Village, in its discretion, determines it is necessary to reduce the overall workforce, or any portion thereof, due to lack of work, lack of available funds, or for any other reason, the Village may consider the skills, abilities and past work performance of employees in determining the continuing scope and composition of the workforce. Seniority will not have a direct bearing on who is or is not subject to a reduction in the workforce, rather the Village will consider what needs will fulfill the Village's objectives and mission and will implement a reduction in force based on such business reasons within its discretion.

#### SECTION 7.4. RESIGNATION

While both employees and the Village have the right to terminate employment at will, with or without cause, at any time, an employee wishing to voluntarily terminate Village employment in good standing generally is required to submit to his/her Group Director/Department Head a written resignation stating the reason for termination ten (10) working days prior to termination date. Group Directors/Department Heads are requested to provide longer notice, if possible.

A copy of the employee's letter of resignation shall be forwarded to the Village Manager and to the Personnel Office.

#### SECTION 7.5. ABANDONMENT OF POSITION

When an employee is absent from work three (3) days or longer without communicating the cause for the absence to the Group Director/Department Head, this shall be construed as job abandonment and that the employee has resigned his/her employment position, whether or not confirmed by the employee.

#### SECTION 7.6. RETURN OF VILLAGE PROPERTY

An employee, leaving Village employment, whether through resignation, lay-off, or dismissal, shall return any Village property, which he/she may have in possession. Failure to return all Village property may result in criminal prosecution.

#### SECTION 7.7. EXIT INTERVIEW

Any time an employee permanently terminates employment with the Village, the Personnel Officer may request an exit interview with the employee. All required paperwork will be processed and any Village property in the employee's possession must be returned.

The separating employee may be requested to complete an Exit Interview Questionnaire. The employee is encouraged to provide input into matters directly associated with their employment with the Village, such as:

- A. Job satisfaction
- B. Training both in-house and outside
- C. Employee's impression of supervision
- D. Compensation and employee benefits
- E. General suggestions for improvement of the delivery of services to residents

SECTION 7.8. FINAL PAY

The final compensation for any employee shall be paid on the next regular pay period following the effective date of said employee's termination.

SECTION 7.9. REINSTATEMENT

Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time.

Employees who resign while awaiting disciplinary action or who are discharged shall not be eligible for reemployment.

## **APPENDIX A**

ADMINISTRATIVE POLICY #FIN - 17

ISSUED BY: VILLAGE STAFF

RE: TRAVEL AND CONFERENCE EXPENSES

LAST REVISION DATE: September, 2013

### **GENERAL**

This document shall set forth the policies governing travel expenses and describe certain procedural matters concerning travel authorization, documentation and accounting. The Village's objectives are to allow travel and conference arrangements that (1) promote the education and professionalism of Village staff, (2) provide uniform treatment, (3) allow travel in a manner that is dignified and reflects credit on the Village of Western Springs, and (4) does so in a manner that is cost effective and appropriate for a public sector organization. These regulations are applicable for all travel expenses incurred on behalf of the Village by employees.

Decisions as to which trips are authorized are made through the budget formulation process, but in general, no more than one national and one state conference outside the Chicago area may be authorized for any Department Head in any fiscal year and, in each case, must be approved in advance by the Village Manager, Group Director or Department Head. Approval should be received and the Director of Finance notified at least one week before the conference when advance payment is requested.

Attendance at other meetings outside the Chicago Metropolitan area may be authorized when the Department Head is an active participant in the national and/or state organization. Attendance at various local professional and technical conferences and meetings are authorized as funds and duties permit. There is no objection to a spouse and/or other family members traveling on an official trip, but no expenses attributable to them will be reimbursed by the Village. Good judgment and a proper regard for economy is expected in incurring travel and conference expense on behalf of the Village of Western Springs.

### **REGISTRATION FEES**

All registration fees for conferences shall normally be paid by the Village. A purchase order and a copy of the registration form should be forwarded to the Director of Finance for processing at least one week in advance.

## **TRANSPORTATION**

Commercial carrier fares shall be limited to "coach" or "economy" fares when such services are available. Travel to and from train stations and airports may be by bus, limousine, taxi or private vehicle (for which mileage will be paid). Personal credit cards may be used for payment-however, receipts for all transportation costs will be required.

Preference is placed upon the use of Village cars when distance, time requirement, or other justification warrant use. Prior approval must be obtained from the Department Head. Gasoline, repairs and other expenses attributable to the vehicle are reimbursable and paid receipts must be submitted. Rental cars may be used when conditions of the host city prescribe the use of a rental car as the most efficient means of transportation locally.

Tolls, parking and garage charges are also reimbursable; however, receipts must be submitted for reimbursement.

Private vehicles may be used for travel on Village business when authorized by the Village Manager, Group Director or Department Head. Reimbursement shall be limited to the lower of.

- (a) standard IRS rate per mile plus tolls, parking and garage charges; or
- (b) the cost of air travel previously mentioned.

When two (2) or more Village employees travel in the same private vehicle, reimbursement shall be paid to the owner of the vehicle.

When a private vehicle is used, the driver of the vehicle must have vehicle insurance as mandated by law. Employees should consult with their Group Director regarding recommended insurance coverages where the employee is authorized to use a personal vehicle for Village business.

Employees should not drive to meetings and conference when the travel time enroute to the destination requires more than one day, unless the employee is utilizing holiday or vacation time. In such instances, no reimbursement will be made for any lodging, meals or other expenses incurred enroute, except as allowed by the Village Manager. There will be no mileage reimbursement for travel for leisure or recreation purposes once at the conference site unless the recreation activities are sponsored by the conference.

## **LODGING**

Reimbursement of lodging expenses shall be limited to the minimum number of nights required to conduct the assigned Village business. For example, if a conference ends at noon on Tuesday, lodging will not be reimbursed for Tuesday night. However, if a conference ends after 5:00 p.m., employees shall be reimbursed for lodging that night. Consideration shall be given to staying an extra night(s) when this results in reduced airfare and the airfare savings outweighs the extra cost of staying an additional night(s).

No lodging expense shall be reimbursed for meetings or conferences held in the Chicago metropolitan area unless prior approval is obtained from the Village Manager.

### **MEALS AND MISCELLANEOUS EXPENSES**

Meals will be paid by the Village when attending conferences. Employees may either request an expense advance for meals or seek reimbursement for meal expenditures upon return from business travel. An advance or reimbursement for meals and expenses shall be reasonable and must be approved by the employee's Department Head, Group Director or Village Manager.

The cost of meals shall be reimbursed upon submittal of receipts and documentation of meal costs on the reimbursement form. Senior staff, traveling out of state, will receive a per diem amount of seventy five dollars (\$75.00).

When conference registration fees include one or more meals, employees should attend those meals and will not be reimbursed for meals taken otherwise.

### **PROCEDURES**

Employees shall be required to pay for registration fees using the purchase order procedure unless other arrangements have been authorized. Employees are encouraged to use the purchase order procedure when paying for lodging when it is convenient. However, an advance or reimbursement for lodging shall be allowed.

Employees requesting an advance for travel expenses shall present an approved travel advance form to the Director of Finance at least one week in advance. Department Heads must present their expense form to the Village Manager to receive written authorization. All other employees shall seek travel authorization from a Department Head or Group Director.

The employee should keep a copy of the travel advance form and document ALL costs incurred on the bottom section marked ACTUAL EXPENSES. Upon return, Department Heads shall forward the form with all actual expenditures documented to the Village Manager who shall approve appropriate expenditures. All other employees shall seek approval for actual expenditures from a Department Head or Group Director. ALL receipts MUST accompany the form in order to receive reimbursement or to maintain advance payment. If an employee has received advance payment, but cannot prove ALL of the actual expenses incurred, that portion of the advance payment must be reimbursed to the Village by check or payroll deduction. However, the Village Manager has the authority to approve any expenditures for which receipts are unavailable. In addition, actual expenses must be presented to the Director of Finance no more than ten (10) days after return from the conference or seminar. Failure to submit actual expenses in the specified time period may result in deduction of advance payment from the employee's paycheck.

## REQUIRED RECEIPTS

Meals and meal tips

Commercial carrier travel cost

Gas, repairs, and vehicle expense

Parking and garage charges

Tolls

Lodging

Registration and tuition fees

Miscellaneous expenses (whenever possible)

Extraordinary expenses not covered by these regulations



**APPENDIX C**

**Village of Western Springs**

**Tuition Reimbursement Agreement**

This contract is made on \_\_\_\_\_, 20\_\_\_\_ between the Village of Western Springs (“Village”) and \_\_\_\_\_, (“Employee”) for the purpose of establishing the repayment of reimbursable educational expenses (“Expenses”).

The parties above agree to all the conditions and obligations as follows:

- 1) The Village will reimburse the Employee for Expenses related to education, when the Employee education will provide skills that the employee will utilize for the betterment of the Village, its residents, and co-workers.
- 2) If the Employee fails to remain an employee in good standing within the year following completion of a course, the Employee will be required to repay all monies paid by the Village to the Employee related to the reimbursement of educational expenses.
- 3) The Employee consents to the Village’s deduction of the reimbursed Expenses form the Employee’s final paycheck upon separation from employ.
- 4) In the event that the Employee’s final paycheck does not equal the Expenses to be reimbursed, the Village shall have the right to garnish future wages or take other action to enforce its right to collect sums owed under this Agreement.

This Contract may not be modified in any manner unless it is presented in writing and is signed by both parties. This document and any attachments constitute the entire agreement between the parties. This Contract binds and benefits both parties and any successors.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(name)

Date \_\_\_\_\_, 20\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_