



AGENDA

REGULAR VILLAGE BOARD MEETING

APRIL 26, 2022

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR BARBARA GORSKI, ELK GROVE PRESBYTERIAN CHURCH)

3. APPROVAL OF MINUTES OF APRIL 12, 2022

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: April 26, 2022 \$ 484,114.14

6. CONSENT AGENDA

- a. Consideration of the following requests from the Little Bulgarian School for a Bulgarian / Cyrillic Alphabet Celebration to be held at Rotary Green on May 22, 2022 from 11:00 a.m. to 6:00 p.m.:

- A fee waiver for a temporary Class D liquor license (\$2,100);
- A fee waiver for a parade license (\$50);
- A fee waiver for a general retail license (\$35); and
- A catering license (\$100) for a total amount of \$2,285.

(The Little Bulgarian School and Bulldogs LTD will be hosting a cultural event on May 22, 2022.

(The Village is partnering on this event celebrating Bulgarian culture in honor of our official Friendship Agreement with Pernik, Bulgaria.)

- b. Consideration of a request from Associated Builders and Contractors to waive permit fees for interior alterations at 2454 Elmhurst Road in the amount of \$3734.50.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Director of Community Development recommends approval.)

- c. Consideration of a request from the Elk Grove Park District to waive the Liquor License fees for Class A Liquor Licenses for Fox Run Golf Links and the Garden Terrace Banquets in the amount of \$5,800.

(Each Class A Liquor License is valued at \$2,900.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.

(The Village Clerk recommends approval.)

- d. Consideration of a request from the Rotary Club of Elk Grove Village for the following:

- To authorize a \$22,000 contribution to the 2022 RotaryFest event that takes place from July 20, 2022 through July 24, 2022;
- To authorize the Rotary Club to host a fireworks display on Saturday, July 23, 2022;
- To waive the fee for a temporary Class A liquor license (\$2,900), a carnival license (\$500), and a food caterer's license fee (\$100) for a total amount of \$3,500; and
- To waive the permit fee for the use of a fire hydrant for non-firefighting purposes in the amount of \$75.

(It has been past practice of the Village Board to approve these requests for the annual RotaryFest event. The Village provides street sweeping services for the parking lots utilized by the Rotary Club at the conclusion of the RotaryFest.

(Adequate funds have been budgeted and are available for this purpose.)

- e. Consideration to award a service contract to Crystal Maintenance Plus, Corp. of Mount Prospect, IL for cleaning and custodial services at the James Paul Petri Public Works Facility in an amount not to exceed \$34,200.

(On March 22, 2022, the Village Board awarded a contract to Crystal Maintenance Plus Corp. of Mount Prospect, IL for the Cleaning and Custodial Services: Village Hall & Public Safety Building contract.

(Crystal Maintenance Corp. was selected by the Department's Cleaning and Custodial Services Review Team.

(Crystal Maintenance provided a proposal for the cleaning and custodial services at the James Paul Petri Public Works Facility.

(Adequate funds are available in Public Works General Fund Budget.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional service contract with Pirtek of Elk Grove Village, IL for the hydraulic inspection and maintenance agreement for Busse Woods Dam in the amount of \$36,000 from the Water & Sewer fund.

(The Department of Public Works recommends awarding a professional service contract to

Pirtek of Elk Grove Village, IL, for the Hydraulic Inspection and Maintenance Agreement for Busse Woods Dam.

(The contract provides ten (10) monthly inspections, one (1) semi-annual inspection, and one (1) annual inspection. The inspections include checking all hydraulic components, cleaning filters, and exercising valves. This agreement ensures replacing all broken or worn hydraulic parts and replaces all parts based on manufacturers' recommended life expectations. The agreement also specifies rates for emergency response calls.

(Pirtek is a local hydraulic service provider that has provided similar and successful service to the Village and other businesses throughout northern Illinois.

(Adequate funds are budgeted for the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- g. Consideration to waive the formal bidding process and award a purchase contract to Project Graphics, Inc., of Woodbury, CT for street light banners in the amount of \$36,443.86 from the General Fund.

(The Village hangs banners on the arterial street lights along Biesterfeld Road from approximately Martha Street east to Arlington Heights Road.

(The Village has selected 5 sets of new banners to be provided by Project Graphics. Each set will be composed of 66 banners for a total of 330 banners.

(Project Graphics, Inc. has previously provided banners for the Village.

(Funds are available in the General Fund.

(The Director of Public Works recommends approval.)

- h. Consideration of a request to award a sole source purchase contract to Stryker Medical of Portage, MI for the purchase of a new Power Load Stretcher System with Power Stretcher in the amount of \$43,718 from the Capital Replacement Fund.

(Stryker Medical equipment must be purchased directly from the manufacturer, which also services the equipment.

(The Fire Department has standardized on Stryker Medical equipment for many years, ensuring compatibility with old and new equipment, and benefitting from the familiarity of the equipment among personnel.

(The Fire Department has an excellent working relationship with Stryker Medical.

(This purchase will provide valuable advanced medical equipment for the newest ambulance currently on order and will be fitted into the vehicle while it is being built.

(Ordering now guarantees equipment availability and protection from future price increases.

(Adequate funds are available for transfer within the FY22 Capital Replacement Fund.

(The Fire Chief recommends approval.)

- i. Consideration to increase the contract with K-Tech Specialty Products of Ashely, IN for liquid "Beet Heet" in the amount of \$7,000 for a total contract of amount of \$46,975.

(On October, 12, 2021, the Village Board awarded a contract with K-Tech Specialty Products of Ashely, IN for \$39,999.96 for the Department's winter de-icing liquid.

(The original contract included an estimated number of 27,972 gallons of winter de-icing liquids.

(Original estimates were based off of the previous year's usage.

(Due to the success of the product, the Department used a greater amount during winter snow and ice control operations.

(Adequate funds are available in the Public Works General Fund FY 23 Budget.

(The Director of Public Works recommends approval.)

- j. Consideration of a request to award a Sole Source Contract for the purchase of Fire Department uniforms and safety shoes in the amount of \$47,200.

(The Fire Department budgets annually for department uniforms and accessories.

(The Fire Department purchases all of its uniforms from a single vendor.

(The current contract request also includes the annual purchase of safety shoes.

(On Time Embroidery, Inc. is requesting a 7% price adjustment in line with the current CPI increase.

(The Fire Department enjoys a successful and responsive relationship with On Time Embroidery, Inc. of Elk Grove Village, IL.

(The term of the contract is May 1, 2022 through April 30, 2023.

(Adequate funds are budgeted for this contract in the FY23 Fire Department General Fund Budget.

(The Fire Chief recommends approval.)

- k. Consideration to award a professional service contract to RJN Group of Wheaton, IL for professional engineering services for the Pratt Road and Touhy Avenue force mains replacement project in the amount of \$48,700 from the Busse Elmhurst TIF Fund.

(A proposal was solicited from RJN Group of Wheaton, IL for planning, design, and construction of the Pratt Rd and Touhy Ave Force Mains Replacement project.

(This project will consist of replacing the existing 10" and 12" sanitary sewer forcemains at two of the Village's Business Park Lift Stations.

(The proposed rehabilitation will ensure reliable sewer service to the Village's Business Park now and into the future.

(The Director of Public Works recommends approval.)

- l. Consideration to waive the formal bidding process and award a service contract to JG Uniforms of Chicago, IL for the purchase of police officer uniforms in the amount of \$60,000.

(The Police Department has purchased uniforms and equipment from JG Uniforms for the last eight (8) years.

(For the FY2023 budget, JG Uniforms has requested a 6% price adjustment due to the increase in the CPI. This is the first adjustment since 2019.

(JG Uniforms is responsive to the needs of the Police Department and most items are in stock and available with minimal turnaround time.

(The Police Department has an excellent working relationship with JG Uniforms.

(The Chief of Police recommends approval.)

- m. Consideration to award a professional service contract to the lowest responsive and responsible bidder, A-1 Roofing Company of Elk Grove Village, IL, for the 2022 water pump house roof replacements project in the amount of \$79,000 from the Busse Elmhurst TIF fund.

(On Tuesday, April 12, 2022, the Village opened sealed bids for the rehabilitation of the 2022 Water Pump House Roof Replacements project.

(The project consists of removing and replacing four pump house roofs, removal and disposal of asbestos containing roofing material, replacement of deteriorated roof decking, and repairing water damaged interior ceilings.

(A total of ten (10) contractors obtained contract documents, with two (2) submitting bids.

(The lowest responsive and responsible bid was received from A-1 Roofing Company of Elk Grove Village, IL, for the amount of \$79,000.

(Adequate funds are available in the Busse Elmhurst TIF fund.

(The Director of Public Works recommends approval.)

- n. Consideration to award a maintenance contract to H&H Electric Co., of Franklin Park, IL for the annual arterial and Business Park street light maintenance contract in the amount of \$157,520.51 from the BLF and Busse-Elmhurst TIF Funds.

(On April 14, 2022, the Village opened sealed bids for the Arterial & Business Park Street Light Maintenance contract.

(Two (2) contractors obtained documents and submitted a bid.

(Lyons Electric Company has performed satisfactorily throughout the contract.

(The initial term of the contract is from May 1, 2022 through April 30, 2023, with the option for four (4) annual renewals in one (1) year increments through April 30, 2027.

(The lowest responsive and responsible bid was received from H&H Electric Company of Franklin Park, IL in the amount \$157,520.51.

(Funds for the contract have been allocated in the BLF and Busse-Elmhurst TIF Funds.

(The Director of Public Works recommends approval.)

- o. Consideration to concur with prior authorization to award a purchase contract to Currie Motors of Frankfort, IL for five (5) Ford Interceptor Utility police squads in the amount of \$197,455 from the Capital Replacement Fund.

(In the FY23 budget, funds have been allocated to purchase five squads to replace current vehicles nearing 120,000 mile replacement threshold.

(The Ford Interceptor Utility is available through the SPC contract from Currie Motors.

(The total cost of five units is \$197,455.

(Sufficient funds are available in the Capital Replacement Fund.

(The Police Chief recommends approval.)

- p. Consideration to concur with prior authorization to award a purchase contract through the SourceWell Purchasing Cooperative to TransChicago Truck Group of Elmhurst, IL for the purchase of a 2.5 ton single axle dump with plow and spreader in the amount of \$201,344 from the Capital Replacement Fund.

(Funds have been allocated in the FY2022 Budget to replace truck 718, a 2005 International 7400, due to excessive age, wear and costly repairs.

(The 2.5 Ton Single Axle Dump with plow and spreader is available through the

SourceWell Purchasing Cooperative from TransChicago Truck Group of Elmhurst, IL in the amount of \$201,344.

(Adequate funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- q. Consideration to award a professional services contract to Banner Collective, LLC of Chicago, IL to provide video production and media campaign services to continue the Makers Wanted marketing campaign in an amount not to exceed \$243,000 from the Busse-Elmhurst TIF Fund.

(The goal of the Makers Wanted campaign is to build awareness around the Village's Beyond Business Friendly/Makers Wanted brand and to promote the Village as a premier business location.

(This professional services contract provides for the conception and creation of five 15-second television spots and corresponding billboard promoting Elk Grove Village as a business destination.

(Additionally, the contract includes purchasing and project management of media campaign between May 1 and November 5, 2022, which will include digital programming, connected TV, programmatic video/display, and out-of-home advertising.

(The program will be funded from the Busse Elmhurst TIF.)

- r. Consideration to renew a professional services contract with HR Green, Inc. of McHenry, IL for fire plan review services in the amount of \$250,000 from the General Fund.

(This will be the 5th year that the Fire Department is contracting with HR Green, Inc. for fire plan review services.

(The contract provides for regular review of sprinkler, fire pump, and fire alarm drawings and related calculations. Specialty reviews are also provided as needed.

(HR Green, Inc. representatives reviewing fire plans are ICC Certified Master Code Professionals with fire service-specific certifications.

(HR Green staff maintains regular communication with the Inspectional Services Division staff and are receptive to the needs of the Fire Department.

(Adequate funds are available in the FY23 Fire Department General Fund budget.

(The Fire Chief recommends approval).

- s. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit for internet-based automotive sales located at 755 Nicholas Boulevard.

(Vresthena LTD. has petitioned the Village for a Special Use Permit for internet-based automotive sales located at 755 Nicholas Boulevard.

(The date for a Public Hearing has not been established.)

- t. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to operate a collision repair shop at 145 Lively Boulevard.

(Vresthena LTD. has petitioned the Village for a Special Use Permit to operate a collision repair shop at 145 Lively Boulevard.

(The date for a Public Hearing has not been established.)

- u. Consideration to adopt Ordinance No. 3751 granting a Special Use Permit to Ali Yun Wali Allah Islamic Center, Inc. to permit a religious institution on property located at 1021-1041 Bonaventure Drive, Elk Grove Village.

(This item was discussed at the April 12, 2022 Village Board Meeting and currently

appears under Unfinished Business.)

- v. Consideration to adopt Ordinance No. 3752 amending Sections 6-4-5-1 and 1-4-4-1 of the Village Code regarding prohibited parking of semi-tractor and semi-trailer vehicles and applicable fines associated thereto.

(The Chief of Police has notified the Village Board of a rampant increase in overnight truck parking in the Village's Business Park, despite an existing prohibition on overnight parking in the Village's Business Park from 7:00 p.m. to 7:00 a.m.

(This ordinance addresses the issue by increasing the associated penalties and fines for the parking of semi-tractors and semi-trailers between the hours of 10:00 p.m. to 6:00 a.m.)

(The existing prohibition on overnight parking in the Business Park from 7:00 p.m. to 7:00 a.m. remains in place.)

- w. Consideration to adopt Ordinance No. 3753 establishing the administrative procedure for the Village of Elk Grove Village to determine eligibility under the Public Safety Employee Benefits Act.

(This ordinance establishes a process for seeking post-employment benefits under the Public Safety Employee Benefits Act.

(This policy is consistent with state law and does not include any changes to the applicable health insurance benefits.)

- x. Consideration to adopt Resolution No. 21-22 establishing revised Personnel Rules and Regulations of the Village of Elk Grove Village Effective May 1, 2022.

(This item replaces the former Personnel Rules and Regulations manual, which was originally adopted over 20 years ago.

(The revised Personnel Rules and Regulations manual incorporates changes in federal and state law, as well as various updates to align with modern workplace practices and procedures.

(The revised manual also reflects the recommendations of the Personnel Committee from their meetings on January 25 and March 8, 2022.

(The Director of Human Resources recommends approval.)

- y. Consideration to adopt Resolution No. 22-22 authorizing the Mayor and Village Clerk to execute a Farmers Market License Agreement between the Village of Elk Grove Village and Elk Grove Farmers Market, NFP.

(This Resolution sets forth the requirements for the Farmers Market to be held on the Village Green from June 4, 2022 through October 15, 2022.)

- z. Consideration to adopt Resolution No. 23-22 establishing revised Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Elk Grove Village.

(This item replaces the former Rules and Regulations adopted in 1991, over 30 years ago.

(The revised Commission Rules and Regulations incorporates changes in state law, and aligns with the current practices of the Fire and Police Commission.

(The Fire and Police Commission voted unanimously to approve the Rules as presented.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of a petition submitted by 776 Oak Lawn Ave., LLC for a Special Use Permit to operate an automobile repair garage at 85 Kelly Street. (A Public Hearing date is yet to be established.)
- b. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard (A Public Hearing date is yet to be established.)

9. ZONING BOARD OF APPEALS - Village Manager Roan

- a. ZBA Docket 22-4 - Consideration of a petition submitted by Roi Kiferbaum, Blue Water Builders, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to minimum building size in industrial zoning districts for property located at 1505 Pratt Boulevard. (PH 5-12-2022)

10. RECYCLING & WASTE COMMITTEE - Trustee Feichter

11. JUDICIARY, PLANNING AND ZONING COMMITTEE - Trustee Prochno

12. CAPITAL IMPROVEMENTS COMMITTEE - Trustee Schmidt

- a. 2022 Roadway Rehabilitation Plan and Capital Improvements Project

13. CABLE TELEVISION COMMITTEE - Trustee Lissner

14. YOUTH COMMITTEE - Trustee Franke

15. INFORMATION COMMITTEE - Trustee Miller

16. BUSINESS LEADERS FORUMS - Trustee Schmidt

17. HEALTH & COMMUNITY SERVICES - Trustee Prochno

18. PERSONNEL COMMITTEE - Trustee Franke

- a. Personnel Manual Update

19. AIRPORT UPDATE - Mayor Johnson

20. PARADE COMMITTEE - Mayor Johnson

21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE - Mayor Johnson

22. SPECIAL EVENTS COMMITTEE - Mayor Johnson

23. LIQUOR COMMISSION - Mayor Johnson

24. REPORT FROM VILLAGE MANAGER

25. REPORT FROM VILLAGE CLERK

26. UNFINISHED BUSINESS

- a. Village Attorney - Direct the Village Attorney to prepare the necessary documents for the Special Use Permit at 1012-1041 Bonaventure Drive.
- b. Final adoption of an Ordinance approving the Midway Court Tax Increment Financing Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- c. Final adoption of an Ordinance designating the Village of Elk Grove Village Midway Court TIF Redevelopment Project Area, in connection with the approval of the Midway Court Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)
- d. Final adoption of an Ordinance adopting Tax Increment Financing for the Village of Elk Grove Village, Cook County, Illinois, in connection with the Designation of the Midway Court Redevelopment Project Area and Adoption of the Midway Court Redevelopment Plan and Project. (First Reading at the June 30, 2021 Village Board Meeting)

27. NEW BUSINESS

28. PUBLIC COMMENT

29. ADJOURNMENT

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALI YUN WALI ALLAH ISLAMIC CENTER, INC. TO PERMIT A RELIGIOUS INSTITUTION ON THE PROPERTY LOCATED AT 1021-1041 BONAVENTURE DRIVE IN ELK GROVE VILLAGE, ILLINOIS

WHEREAS, the Plan Commission of the Village of Elk Grove Village, at a Public Hearing duly called and held according to law, considered the question of granting a Special Use Permit to Ali Yun Wali Allah Islamic Center, Inc. to permit a religious institution as a Special Use on property located at 1021-1041 Bonaventure Drive; and

WHEREAS, The Mayor and Board of Trustees of the Village of Elk Grove Village, after considering the recommendation and finding of said Plan Commission find and believe it to be in the best interest of the Village that said Special Use Permit be granted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That there is hereby granted a Special Use Permit to Ali Yun Wali Allah Islamic Center, Inc. to permit a religious institution on property located at 1021-1041 Bonaventure Drive, Elk Grove Village subject to the following conditions:

- The Petitioner must install a fire suppression system throughout the facility and panic hardware on egress doors prior to receiving a certificate of occupancy.
- The Petitioner must provide a revised seating plan to Community Development prior to approval of building permits to confirm adequate egress paths are maintained and confirm total occupant loads of the facility.
- The Petitioner must install an additional ADA parking stall with proper signage to bring the total to two (2).

Section 2: That the Special Use Permit will terminate when Ali Yun Wali Allah Islamic Center no longer occupies the premises.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6-4-5-1 AND 1-4-4-1 OF THE VILLAGE CODE REGARDING PROHIBITED PARKING OF SEMI-TRACTOR AND SEMI-TRAILER VEHICLES AND APPLICABLE FINES ASSOCIATED THERETO

WHEREAS, the Mayor and Board of Trustees have been advised by the Chief of Police of the rampant increase of overnight truck parking in the Village's Business Park with the recommendation for an increase in the penalties and fines associated therewith; and

WHEREAS, the Mayor and Board of Trustees, in concurring with the recommendation with the Chief of Police, find and believe it to be in the best interests of the Village that the parking prohibition be acted upon.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: That Section 6-4-5-1 of the Village Code be amended by adding thereto the following:

D. Prohibited Semi-Tractor or Semi-Trailer Parking

It shall be unlawful for any person to stop, stand, park or leave standing any semi-tractor or semi-trailer on any public street between the hours of 10:00 p.m. and 6:00 a.m. Any person, firm or corporation violating the provisions of this section shall be subject to a fine of not less than \$300.00 for each offense.

Section 2: That Section 1-4-4-1 of the Village Code be amended by adding thereto the following sentence:

Should any section set forth in sections 6-4-5-1, 6-4-5-2, and 6-4-5-3 impose a minimum fine greater than one hundred dollars (\$100.00), then the fine entered by the Village's

administrative adjudication officer, if applicable, shall not be less than the higher minimum fine established nor more than seven hundred, fifty dollars (\$750.00) for each offense.

Section 3: Any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than \$300.00 nor more than \$750.00 for each offense.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED this _____ day of _____ 2022 in pamphlet form.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ADMINISTRATIVE PROCEDURE FOR THE VILLAGE OF ELK GROVE VILLAGE TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT

WHEREAS, the Public Safety Employee Benefits Act (PSEBA), (the Act), was enacted in November 1997 to provide free health insurance benefits to the full-time police officers, and firefighters who are killed or catastrophically injured in the line of duty; and

WHEREAS, it has been determined by the Village Mayor and Board of Trustees that it is in the best interest of the Village and public safety employees to establish administrative procedures to determine eligibility under the Act by creating a PSEBA application and hearing process; and

WHEREAS, the Village of Elk Grove Village is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois as follows:

Section 1: Purpose.

A. The purpose of this chapter is to provide a fair and efficient method of determining the eligibility of a full-time Village of Elk Grove Village police officers and/or firefighters to the benefits enumerated under the Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.* (“PSEBA”) through an administrative process, including if necessary, an administrative hearing. All benefits provided employees pursuant to PSEBA must be consistent with the PSEBA. Individuals eligible for benefits under the PSEBA will be eligible for benefits under this ordinance (hereinafter referred to as “Applicants”).

B. The Administrative procedure established herein is intended to determine eligibility to receive, certain health insurance benefits from the Village. This administrative procedure is not a contract that bestows a benefit or entitlement on any particular individual, and may be modified by the Village at any time without notice.

C. Any full-time police officer or firefighter, who after November 14, 1997, suffers a catastrophic injury in the line of duty, may apply for health insurance benefits under the Act as set forth below. The same benefits may be extended to the spouse and eligible dependent children of the catastrophically injured police officer or firefighter killed in the line of duty, provided the conditions as established by the Act are met.

Section 2: Application Procedure.

A. *Application Required.* To seek benefits under the Act, a full-time police officer or firefighter, or in the event of the death or incapacity of the police officer or firefighter, a family member of the injured or deceased police officer or firefighter, must file with the Office of Human Resources a fully completed PSEBA application, in writing, within 30 calendar days of the granting of a line-of-duty disability pension, or within 30 calendar days of the date of the adoption

of this Ordinance in the event that the employee has filed a pension claim prior to the date of adoption of this ordinance, whichever is later.

The Village's PSEBA Application must be completed and submitted with all of the supporting documentation filed with the pension board by the Applicant. Applicant must also submit any other documents or information submitted or identified as exhibits at the pension hearing, and any pension board determination or ruling, documents/information supporting the PSEBA eligibility requirements. Failure to timely file the fully completed application along with submittal of other required information shall result in a forfeiture of the benefits under PSEBA.

Upon request, the Human Resources Director, or their designee, shall furnish a Public Safety Employee Benefit Act application to the Applicant.

B. *Sworn Statement Required.* The PSEBA application shall include a sworn and notarized statement explaining how the disabling jury or death directly resulted from:

- (1) Response to fresh pursuit;
- (2) Response to what is reasonably believed to be an emergency;
- (3) Response to an unlawful act perpetrated by another; or
- (4) A Participation during the investigation of a criminal act.

C. *Medical Release Required.* A signed PSEBA medical release authorizing the collection of medical information related to the incident including, but not limited to, the disability pension proceedings, worker's compensation records and medical records, must be submitted with the PSEBA application. The PSEBA medical information release must specify the name, address, email and phone information for pertinent health care provider(s) and hospital(s), along with employee's signature and a witness signature. A review of the PSEBA application will not occur until the PSEBA medical authorization release is submitted.

D. *General Information Release Required.* A signed PSEBA general information release authorizing the collection of general information related to the incident, including, but not limited to disability pension proceedings, worker's compensation records and medical records, must be submitted with the application. The PSEBA general information release must specify the name and signature of the employee along with the name and signature of a witness authorizing the collection of information pertinent to the incident review process. A review of the PSEBA application will not occur until the PSEBA general information release is submitted.

E. *Other Information.* The Human Resources Director may require other information necessary to decide as to whether an administrative hearing is required, including, but not limited to health insurance benefits the employee is currently receiving or is eligible to receive; or, any other health insurance benefits the Applicant or family members are otherwise entitled. The Applicant has an ongoing obligation to update information provided. Failure to do so may result in the denial of benefits.

Section 3: Application Review by the Human Resources Director and Notification.

A. Upon receipt of a fully completed application for PSEBA benefits timely filed, the Human Resources Director shall review the application and supporting documents to make an initial determination regarding the application for benefits. That determination may be:

- (1) A determination to grant benefits based upon the preliminary record.
- (2) A determination to deny benefits.
- (3) The making of such other finding as is consistent with the evidence or by agreement of the Applicant and the Village.

B. If the Human Resources Director grants the benefit based on the preliminary record and subject to any necessary authorization by the Village Board, the Applicant will be notified and required to make further contact with the Human Resources Director within thirty (30) calendar days for benefit explanation and processing.

C. If the Human Resources Director denies the benefit based on the preliminary record, the Applicant will receive written notice of such denial and the Applicant shall have the right to request an administrative hearing which must be served in writing to the Human Resources Director not later than 30 calendar days after being served with written notice of the denial. Upon receipt of a timely notice from the Applicant, the Human Resources Director shall schedule an administrative hearing and serve the Applicant with notice of the administrative hearing along with a date for the scheduled administrative hearing.

D. Failure to request an administrative hearing within 30 calendar days after being served with written notice of the denial of PSEBA benefits by the Human Resources Director shall result in the forfeiture of benefits under the PSEBA.

E. If the Applicant or Village, upon receiving written notice of the administrative hearing date, cannot attend said date as indicated in the notice of administrative hearing, the Applicant or the Village, as the case may be, must contact the Hearing Officer within seven calendar days after being served with notice of the administrative hearing, communicating alternative hearing date(s) which are within close proximity of the original hearing date indicated by the Hearing Officer. Continuances will be granted for good cause only. Failure to appear and/or cooperate in the hearing process may result in denial of benefits.

Section 4: Administrative Hearing/Hearing Officer.

A. *Power of the Hearing Officer.* The Hearing Officer shall have all of the powers granted to him under common law relative to the conduct of an administrative hearing including the power to:

- (1) preside over all Village hearings involving PSEBA;
- (2) administer oaths;
- (3) hear testimony taken under oath and affirmation and accept evidence that is relevant to the issue of eligibility under PSEBA;
- (4) issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
- (5) rule upon objections in the admissibility of evidence and other motions;
- (6) preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing;
- (7) issue a determination based on the evidence presented at the hearing, after entertaining arguments in either oral or written format, at the discretion of the Hearing Officer, the determination of which shall be in writing and shall include a written finding of fact, decision and order.

B. *Appointment of Hearing officer.* The Village Manager is hereby authorized to appoint a person to hold the position of a Hearing Officer for any hearing that shall be scheduled by the Village. In making said selection, the Village Manager shall consider all pertinent information including, at a minimum:

- (1) the candidate's ability to competently perform the services; and
- (2) the candidate's service record and performance data made available to the Village Manager on file with the Village or otherwise obtained by the Village.
- (3) the candidate must be an attorney licensed to practice law in the State of Illinois for at least ten years prior to appointment and have knowledge of and experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

Section 5: Administrative Hearing.

A. An administrative hearing shall be held to adjudicate and determine whether the Applicant is eligible for benefits under PSEBA. If the Applicant is found eligible, the benefits shall be consistent with the Act.

- (1) *Time and date.* Hearings shall be held on the date, time and place as established by the Village with appropriate notice served upon the Applicant.
- (2) *Record.* The proceedings shall be recorded by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter.
- (3) *Procedures.* The Village and the Applicant shall be entitled to representation by counsel at said hearing and may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents. Each party shall bear the costs of its own counsel and witnesses.
- (4) *Evidence.* In so far as is practical, the rules of evidence as set forth in the Illinois Code of Evidence shall apply.
- (5) *Final determination.* The determination by the Hearing Officer of whether the Applicant is eligible for the benefits under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) shall constitute a final administrative determination for the purpose of judicial review.
- (6) *Burden of proof.* At any administrative hearing, the Applicant shall have the obligation and burden of proof to establish that the Applicant is qualified to receive the benefits by clear and convincing evidence.
- (7) *Administrative records.* All records pertaining to the administrative process will be held in a separate file in the Applicant's name maintained by the Village.

Section 6: Health Insurance Benefits.

A. If the Human Resources Director or Hearing Officer awards PSEBA benefits, the employee will remain on the health insurance plan the employee and/or their family was enrolled in prior to the date of the injury.

Section 7: Other Health Insurance Benefits.

A. Health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each Applicant will be required to sign an affidavit attesting to the fact that he/she is not eligible for insurance benefits from any other source.

B. It is the responsibility of the Applicant and/or the benefit recipient to notify the Village within 30 days of any changes to other sources of health insurance benefits. Receipt of benefits in violation of this provision will require reimbursement to the Village of any benefits received. The Village reserves the right on an annual basis to have the Applicant and/or the benefit recipient provide another affidavit affirming whether other health insurance is available or payable to the Applicant, his/her spouse and/or his/her qualifying dependent children.

The Applicant is also required to notify the Village when the Applicant and/or benefit recipient becomes Medicare eligible so the Village can assist with the transition to Medicare coverage and/or adjust health insurance benefits accordingly.

Section 8: If any provision of this Ordinance is subsequently declared by State or Federal legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect.

Section 9: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

PUBLISHED in pamphlet form this _____ day of _____ 2022.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING REVISED PERSONNEL RULES AND REGULATIONS OF THE VILLAGE OF ELK GROVE VILLAGE

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois:

Section 1: That the Mayor and Board of Trustees do hereby authorize revised Personnel Rules and Regulations of the Village of Elk Grove Village, a copy is attached hereto and made a part hereof as if fully set forth.

Section 2: That this Resolution shall be in full force and effect May 1, 2022 after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

The Village of Elk Grove Village

**Personnel
Rules and Regulations**

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ARTICLE 1

SECTION 1.1 – DISCLAIMER

The Rules and Regulations are distributed to all Village employees as a guide and summary of the present personnel policies and procedures of the Village of Elk Grove Village. These Rules and Regulations are not intended nor should they be construed, as a binding contract of employment - expressed or implied - between the Village and any employee. Furthermore, these Rules and Regulations are not intended as a guarantee of continued employment or benefits.

These policies and procedures supersede all prior Village policies and procedures, whether in writing or otherwise. Since the Village periodically reviews its personnel policies and procedures and makes revisions and modifications, the Village reserves the right to change or modify the employment policies and procedures set forth in these Rules and Regulations with or without prior notice to employees.

No action, agreement, or representation made by any Village employee, including statements made by a supervisor, which alters or modifies any of the policies and procedures set forth in this manual shall be authorized by or binding upon the Village unless and until the Village Manager and/or Village Board has agreed thereto in writing.

The terms and conditions of a collective bargaining agreement supersede any conflicting provisions, herein. The only subjects or matters set forth in these Rules and Regulations which shall be applicable to represented (Union) employees shall be those subjects or matters which are not covered by or referred to in the applicable collective bargaining agreement. Any grievance with respect to the subject matter covered by, or referred to in the applicable collective bargaining agreement shall be handled in accordance with the grievance procedure set forth in such collective bargaining agreement and shall not be subject to the Non-Union Workplace Policy Concern procedure set forth in Appendix E.

All employees are expected to read this manual and adhere to the rules and regulations continued herein as a condition of employment. Failure to read the rules and regulations does not excuse or justify an employee's violation of the policies contained herein.

The authority to modify, revoke, suspend, terminate, or otherwise change all such policies and procedures are vested solely with the Mayor and the Board of Trustees.

The authority and responsibility to administer the Village policies on a day-to-day basis is vested in the Village Manager, and then to Department Heads and other supervisory personnel of the Village.

SECTION 1.2 - MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right, authority, and responsibility to operate and direct all employees of the Village in all aspects of the employment relationship. These rights include but are not limited to the right to determine the mission of the Village, Village policies, standards of service to be offered; the right to plan, direct, schedule, control and determine the methods, means, and number of personnel needed to perform services; to generally direct the workforce including the right to hire, assign, transfer, layoff, promote, demote employees within any department; to discipline

probationary and non-probationary employees; to make public and enforce rules and regulations; to introduce and/or use new or improved methods, equipment, or facilities; to contract or subcontract for goods and services, or to privatize current services; and to take any and all actions that may be necessary to carry out the mission of the Village at any time under any condition.

These rights also apply to unionized employees except to the extent these rights are modified by the current labor agreements or by the Village's obligations under the Illinois Public Labor Relations Act.

SECTION 1.3 - MAINTENANCE OF ORDER IN THE WORKPLACE

Every organization needs order to operate efficiently and effectively and every employee is entitled to work in a safe and orderly environment. Discipline within an organization maintains the necessary order to conduct business properly.

Employees who have reason to believe the employee has experienced or witnessed conduct that is inconsistent with Village policy or that the Village has committed any violation of a policy, rule, or regulation of the Village, or other improper or unlawful conduct shall immediately report information concerning the alleged violation to the Supervisor, Department Head, Director of Human Resources or the Village Manager.

All investigations into any conduct that has allegedly violated Village policy shall be conducted in a timely manner and without unnecessary delay. The Village will not retaliate against an employee for making complaints under this policy.

In addition to the procedure identified above, it is the policy of the Village, insofar as possible, to prevent employee problems and to deal promptly with those that do occur. Employees should feel free to discuss problems with their supervisor. The supervisor will discuss the circumstances with the employee and attempt to resolve the matter.

The continued employment of every employee shall be contingent upon orderly, acceptable conduct and satisfactory job performance. While it is impossible to state every form of misconduct possible, this provision sets forth guidelines to be used by employees to maintain the order necessary to make this a safe, productive place for all of us to work.

Failure to perform one's job in an acceptable fashion or to violate the tenets of civil and professional conduct may result in disciplinary action, which includes, but is not limited to reprimands, suspensions, or discharge. The exact form of discipline will depend upon, among other things, the seriousness of the violation and/or the frequency of the violation and the employee's disciplinary history.

Some examples of activities which may result in disciplinary action are listed below. This is not an all-inclusive list and should not be considered in any way to limit the Village's ability to address conduct that violates the Village's policies, procedures, mission, good order or common sense.

1. Absenteeism and/or Tardiness

Employees are expected to be at their assigned work area, ready to work, at the assigned starting time and must work until the shift is over. If an employee is required to miss work for a legitimate reason, the employee is expected to provide their supervisor with advance notice subject to Department requirements. Failure to provide notice of an absence will be grounds for disciplinary action and denial of pay for the missed time.

When it is determined that an employee's attendance record is questionable an employee may be required to provide acceptable written documentation to justify the need for the absence. Employees who fail to meet attendance requirements may have their attendance monitored.

2. Falsification of any Village record application for employment, or representation to the Village, including but not limited to medical documentation and/or insurance forms and accident reports.
3. Improper use of sick leave benefit or falsifying a reason for any leave of absence including providing inaccurate or misleading information.
4. Improper use of Village vehicles, property, assets, equipment, supplies, uniforms, or other Village property, including phones, computers, cameras, fitness equipment, fax machines, copy machines, postage meters, and fuel pumps.
5. Insubordinate, disrespectful, discourteous attitude or behavior to other employees and/or individuals, including but not limited to failing to follow a supervisor's direction.
6. Engaging in solicitation, selling, peddling or distributing products and/or information during work or on Village property without the written permission of the Village Manager.
7. Performing work in an unsafe manner or engaging in physical activities (horseplay) that exposes oneself or others to serious injury or potential serious injury. This includes failing to follow safety rules or regulations particularly with respect to operation of vehicles and equipment.
8. Engaging with others in inappropriate physical activities that may result in injury or death while at work. Prohibited physical activities include but are not limited to: snowball fights, tag, paintball, wrestling, or any other physically rough play that may result in injury.
9. Failure to perform assigned tasks or follow a supervisor's lawful directive or instructions for any reason including due to negligence and/or incompetence.
10. Improper use of Village bulletin boards.
11. Violation of any lawful or official regulation, order, or rule, or failure to follow reasonable direction given.
12. Conviction of a criminal offense.

13. Carelessness, negligence, or misconduct causing damage to public or private property, or causing waste of public property or resources.
14. Failure to return from vacation or an authorized leave of absence.
15. Direct or implied threats of harm, violence or injury to other employees or the public.
16. Possession and/or use of alcoholic beverages, drugs or illegal substances at work or on Village property without proper authorization including misuse of prescription medications. Possession includes lockers and desks and vehicles assigned to employees and/or parking facilities provided by the Village. Use at work also includes during authorized lunch or break periods or while subject to duty or call.
17. Reporting for work under the influence of alcoholic beverages, drugs and/or illegal substances or prescription drugs that impact an employee's ability to safely perform their job and/or fitness for duty.
18. Theft, gambling, or misappropriation of Village funds or property.
19. Conduct unbecoming a Village employee while on or off duty which causes the Village embarrassment, violates the law, or creates a liability for the Village.
20. Utilizing the Village for receipt of personal mail, except as authorized by the Department Head.
21. Failure to submit and/or report for a physical exam, mental health exam, fitness for duty exam, and/or drug or alcohol test as directed by the Village Manager, Department Head, or a supervisor, including failure to report for any required follow-up exams or tests.
22. Failure to maintain a valid driver's license or other certifications or qualification if required in the performance of their regular duties.
23. Failure to fulfill stand-by or on-call obligations.
24. Failure to perform the responsibilities of a Supervisor.
25. Failure to report an accident or injury to a Supervisor before the end of the shift in which the accident or injury occurred.
26. With the exception of authorized active or retired law enforcement personnel, bringing a firearm, ammunition, or other weapon to work or Village facilities. Employees with a valid concealed carry permit may store a weapon in their personal vehicle (not a Village vehicle) only to the extent allowed under the Illinois Concealed Carry Act.
27. Failure to advise a Supervisor prior to reporting to work of medical conditions or medications that impact the employee's ability to perform the essential functions of the employee's job and/or fitness for duty and/or create a safety risk.

28. Failure to maintain confidentiality of information.

29. Misuse of Village data, files or information, including taking said data, files, or information without authorization for personal use.

PROCESS

Whenever an employee violates any rule or regulation in addition to any other discipline, the Department Head may begin disciplinary action in any of the steps listed below, depending on the seriousness of the offense committed.

1. Reprimands:

Oral: For minor offenses the employee should be given a verbal warning. A written statement of the oral warning should be forwarded to the Human Resources Office for placement in the employee's file.

Written: When the seriousness of the offense committed is such that the warning should be in writing, it shall include the nature of the offense and extent of the warning. The employee shall acknowledge receipt of the warning by signing and dating the notice of written reprimand. A copy of the reprimand shall be forwarded to the Village Manager within twenty-four (24) hours of the action taken. The Village Manager shall then forward it to the Human Resources Director for placement in the employee's file.

2. Suspensions:

Any action on the part of an employee which is in violation of the orders of his/her supervisors or contrary to the policies or rules of his/her department or the Village, but not serious enough to warrant dismissal, may be disciplined by suspension without pay.

This authority is to be exercised by the Department Head, or his designee. The employee's supervisor may make recommendation for such action. Prior to issuance of a notice of suspension, the nature of the offense will be reviewed with the Village Manager. An employee may be sent home without pay prior to suspension action being taken.

3. Dismissals:

The Department Head, with the approval of the Village Manager may dismiss any employee for reasons deemed to be appropriate to the penalty. Prior to dismissal, the employee shall be given an opportunity to discuss the reason(s) being considered for the employee's dismissal in a meeting with the employee's Department Head and the Village Manager. The notice of dismissal shall be in writing and shall state the specific charges with such clarity and particularity that the employee will understand the charges made and will be able to answer them if they so desire.

APPEAL OF DISCIPLINARY ACTION

Employees may appeal any disciplinary action.

- A. Within three (3) calendar days after being notified of the disciplinary action, the employee must submit in writing, the reasons for appealing the action. Such communication shall be sent to the Department Head for review and consideration. If following such review and action, the employee is still not satisfied, the employee and the Department Head shall forward a report of the case within two (2) days with comments to the Village Manager.
- B. The Village Manager shall arrange a conference with the employee, the Department Head and any other person deemed necessary to review the cause of any action taken as a disciplinary measure.
- C. The final decision shall rest with the Village Manager. The Manager's findings shall be in writing and copies sent to the employee, Department Head and the Human Resources Director for filing in the employee's personnel file.

SECTION 1.4 - ACCEPTING GIFTS

Village services are not to be extended by employees in exchange for special awards, gifts or other remuneration from outside individuals or organizations. When an employee receives any offering as a result of their status as a Village employee, receipt of such offering must be reported in writing at once to their Department Head, and retention of the gift will be conditioned on the Village Manager's approval. All items received with a value of \$75.00 or more must be reported on the appropriate form provided by the Human Resources Office and submitted to the Village Manager for approval within twenty-four (24) hours of receipt of the gift. Under no circumstances shall an employee accept a gift or gifts from any individual person, corporation, or entity in excess of \$100.00 during any calendar year.

If an individual or organization feels generous and wishes, however, to acknowledge services performed by individual Village personnel or a Department, they may make a check payable (for the amount they desire) to the Village of Elk Grove Village and send it to the Village Treasurer. Upon receipt of money, the Village Treasurer shall immediately deposit it in the General Corporate Fund account or in the applicable pension fund as may be required by State Statute or Municipal Code and notify the employee in whose name the gift was sent.

SECTION 1.5 - DRUG FREE WORKPLACE POLICY

ALL PERSONNEL

The Village of Elk Grove has a zero-tolerance policy regarding the use of drugs and alcohol. The Village of Elk Grove prohibits any employee from engaging in the manufacture, distribution, dispensing, possession, or use of any illegal substance on or off duty, except as is necessary in the performance of duty, or the abuse of alcohol and/or prescription drugs while on or just before the onset of duty. The Village acknowledges that such use of illegal substances and abuse of prescription drugs is harmful to the health of employees and dangerous in the workplace.

The employee must notify their immediate supervisor of any criminal drug statute conviction no later than one business day after such a conviction.

The Village retains the right to require employees to submit to alcohol or drug testing based upon a reasonable suspicion that an employee has violated any portion of this policy. The determination of reasonable suspicion shall be in the sole discretion of the Village. The Village also reserves the right to test employees when required by state or federal grants or contracts.

While marijuana may be authorized by the State of Illinois, marijuana remains a Federally controlled substance that impacts workplace safety and productivity. Therefore, marijuana is included in the definition of illegal and prohibited substances.

PERSONNEL REQUIRED TO POSSESS A COMMERCIAL DRIVER'S LICENSE

Furthermore, employees required to possess commercial driver's license are prohibited from operating a commercial motor vehicle:

- a. While having a breath alcohol concentration of .04 percent or greater as indicated by an alcohol breath test.
- b. While using alcohol.
- c. Within four hours after using alcohol.
- d. Within two hours but in no event longer than eight hours after an accident involving a municipal vehicle or until tested for drugs and/or alcohol.

Employees required to possess a commercial driver's license are prohibited from the unlawful use of drugs on or off duty.

Finally, any employee or prospective employee applying for a position requiring a commercial driver's license must release information from their previous employer regarding results of previous drug and alcohol testing taken within the past two years.

Under Federal guidelines, random testing for alcohol will occur immediately prior, during, or after the employee performs safety sensitive functions of their jobs (i.e. operation of a motor vehicle). Random drug testing will be performed but not necessarily on an immediate basis as with alcohol testing. Any refusal to submit to testing automatically results in a positive test result.

Policy Violations

Any employee who is found to be in violation of this policy will be subject to disciplinary action by the Village. This may include, among other things reprimands, suspension without pay, or dismissal. Furthermore, employees must comply with all drug and alcohol-testing requirements.

The employee may enter an employee substance abuse assistance program at any time or as may be required by the Village. Information on such assistance through the employee's health insurance benefits is available from your supervisor.

This policy will be enforced in all matters as referred to above regardless of an employee's current or future job classification or position within the Village.

All affected employees must sign a statement of understanding of this policy.

SECTION 1.6 - NON-SMOKING & TOBACCO USE POLICY

It is the policy of the Village of Elk Grove to accommodate the preference of the non-smoker in Village buildings and facilities and to provide a healthy work environment for all employees of the Village. The Village treats the usage of electronic cigarettes (e-cigarettes) and chewing tobacco the same as smoking for the purposes of administering this policy.

PROHIBITED SMOKING AREAS AND EXCEPTIONS

Elk Grove Village complies with the Illinois Smoke Free Act which requires workplaces to be free from tobacco smoke. To meet this objective, Elk Grove Village has the following prohibitions on smoking and e-cigarette usage:

1. Smoking is prohibited in all public buildings, including any portion of a building under roof (i.e., garage, apparatus floor, workshops, pump houses, ramps, etc.).
2. Smoking is prohibited in all municipal vehicles.
3. No employee smoking is allowed at any entrance to a public building accessible to the public, or to which the public is invited.
4. Smoking is permitted at employee only entrances/exits provided it is not within twenty-five feet (25') of the doorway.

Compliance with this policy is the responsibility of all employees. The Department Head shall enforce adherence to the policy in each department.

SECTION 1.7 – HARASSMENT FREE WORK ENVIRONMENT

SECTION 1.7.1 - NO HARASSMENT

The Village 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, appointed official, vendor, client, customer or other person to harass any employee of the Village. The Village shall take appropriate action, up to and including dismissal, for violations of this policy by employees. The Village shall take other corrective action that is reasonable and appropriate under the circumstances for violations of this policy by persons not employed by the Village.

SECTION 1.7.2 - PROHIBITED CONDUCT

This policy prohibits harassment or other workplace discrimination based on an employee's protected status under state and federal law. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, color, religion, sex, sexual orientation, age, national origin, ancestry, disability, marital status, military status or unfavorable discharge from military service (except dishonorable), or any other protected status under applicable local, state or federal law. The Village will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment.

The conduct forbidden by this policy specifically 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, 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; and
- Conduct that occurs off work time and/or off-duty, including social media activity that affects the workplace or employee's ability to work with each other.

The Village discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation.

SECTION 1.7.3 - SEXUAL HARASSMENT

Sexual harassment deserves special mention. Sexual harassment includes any harassing conduct based on gender, regardless of whether the 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, physical, or visual 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) the 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, but are not limited to, some of the types of acts that violate this Harassment Policy:

- Physical assaults of a sexual nature included but not limited to rape or sexual battery.
- 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, innuendo, 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 Village workplace by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are suggestive, demeaning or pornographic.

SECTION 1.7.4 - EMPLOYEE RESPONSIBILITY

Everyone at the Village can help assure that our 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 under this policy. Employees are encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees should come forward to the employee's supervisor, another supervisor, a department director, Human Resources, or the Village Manager with complaints about alleged problems or violations of this policy at any time. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also encouraged to report such conduct. No employees, not even the highest-ranking people in the Village, are exempt from the requirements of this policy.

SECTION 1.7.5 - COMPLAINTS OF HARASSMENT

If an employee experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the Village expects the employee to notify promptly the employee's supervisor, another supervisor, a department director, Human Resources or the Village Manager. This may be done in writing or verbally. Each supervisor must immediately report to the Village Manager any complaint or observation of conduct which may violate this policy. A supervisor's failure to make such a report may constitute a violation of this policy. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

SECTION 1.7.6 - VILLAGE RESPONSE

All reports describing conduct that is inconsistent with this policy will be investigated promptly. Employees who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. 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 the policy occurred or that the Village cannot conclude whether or not a violation occurred.

In investigating and in imposing any discipline, the Village will attempt to preserve confidentiality to the extent that the needs of the situation permit and in order to conduct an investigation. Confidentiality cannot be guaranteed.

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, regardless of whether the conduct amounts to a violation of law or even a violation of 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.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation. Our policy provides for immediate notice of problems to the Village employees and officials listed above, so that we may address and resolve any problems without waiting for legal proceedings to run their course. However, employees may also file a charge of discrimination in writing with the Illinois Department of Human Rights within 180 days of the harassment and/or the Equal Employment Opportunity Commission 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

SECTION 1.7.7 - POLICY AGAINST RETALIATION

The Village forbids retaliation toward or against any individual who makes a good-faith complaint of harassment; assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or files a charge of discrimination or harassment; or otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is a serious violation of this policy that may result in discipline up to and including dismissal. All employees who experience or witness any conduct they believe to be retaliatory should immediately

follow the reporting procedures stated above.

SECTION 1.7.8 – WORKPLACE RELATIONS

The First Amendment allows anyone to associate with anyone else they desire. It is natural for people who meet in the workplace to sometimes become romantically involved, and it is not the Village's intent to interfere with any dating relationship. Any involvement between employees must be voluntary and desired by both parties. However, problems have developed due to dating relationships, which can interfere with our goal of having a professional work environment. It is permissible for an employee to ask a co-worker out on a date. However, if you do not want to go out with another employee, it is imperative that your response to the request is firm and definite. After this firm definite response has been made, it is inappropriate for the requesting party to make any further attempt to initiate a dating relationship. Repeated requests for a dating relationship may constitute Sexual Harassment in violation of Village Policy. It is also inappropriate for any relationship to interfere with normal work operation in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines:

1. There shall be no dating activities on Village time or property.
2. There shall be no use of Village property to arrange dating activities.
3. All behaviors between employees shall be behavior conducive to a professional work environment at all times when on Village property or on Village time. Hand holding, kissing, hugging, sexual comments, sexual texts, explicit emails, and other behavior generally associated with a dating relationship are inappropriate while on Village time or property.
4. Any Personal Relationship involving personnel where at least one party is a supervisor shall be reported by the employee(s) in a supervisory position to their supervisor immediately. Failure to report this relationship is a violation of this policy. The supervisor receiving this information shall immediately contact Human Resources and inform them of the relationship. For further information on Personal Relationships between employees, see Section 2.8 of this policy.
5. In order to avoid the appearance of favoritism or other inappropriate conflicts of interest and to promote the morale and working relationships amongst Department members, employees are prohibited from directly or indirectly supervising any other employee who is a Relative or with whom they are involved in a Personal Relationship, including marriage, dating, or any other intimate personal relationship that goes beyond mere friendship. For further information on the employment of Relatives and Personal Relationships between employees, see Section 2.8 of this policy.

SECTION 1.7.9 - ELECTED OFFICIAL COMPLAINT PROCESS

Because the Village promotes civility and respectful interactions at all levels of the organization, it is critical that elected and appointed officials understand their responsibility to comply with this policy. Elected and appointed officials are also expected to treat each other in a manner consistent with this policy. Any elected or appointed official who believes they have experienced prohibited conduct by

another elected or appointed official that is inconsistent with this policy may notify the Village Manager. After receiving the complaint, the Village Manager will initiate an investigation by engaging an outside independent investigator experienced in investigating workplace harassment complaints.

SECTION 1.7.10 - WORKPLACE VIOLENCE

The Village has “zero tolerance” for violence and bullying in the workplace and is strongly committed to providing a safe environment for working and conducting business. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Village and personal property. Employees are specifically discouraged from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations.

Threats, threatening language, or any other acts of aggression or violence made towards or by any Village employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious or destructive action. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Village premises.

Any employee who threatens or attempts to intimidate or commit an unlawful 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 or Human Resources. Employees are encouraged to dial 911 in the event of a dangerous situation and should notify a supervisor who will also advise the Village Manager or Human Resources immediately.

SECTION 1.8 - EQUAL EMPLOYMENT

The Village is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, religion, national origin, ancestry, citizenship status, age, disability, sex, gender identity, pregnancy, marital status, military or veteran status, sexual orientation, genetic information, arrest record, or any other characteristics protected by applicable Federal, State, or local laws. The Village is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and all terms and conditions of employment.

The Village will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination.

The Village will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Village’s operations.

Any employee having an equal employment opportunity question, problem or complaint should communicate his concern to his Department Head, Human Resources or the Village Manager.

SECTION 1.9 AMERICANS WITH DISABILITIES ACT (ADA)

The Village is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. With respect to applicants and employees with disabilities who are otherwise qualified for the job, it is the Village's policy to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual. It is thus the responsibility of the person with a disability to inform the Village that an accommodation is needed. Persons with disabilities may request reasonable accommodations by directing their request to the Village Manager for her/his designee, Human Resources and/or Department Heads.

The Village may engage in an interactive process with employees to determine the precise physical or mental limitations resulting from the disability and any reasonable accommodation suggested by the individual that could overcome their limitation. To aid in this process, the Village may require the individual to provide a medical evaluation from a licensed, practicing physician as to the limitations or other information from his or her health care provider regarding the employee's ability to perform the essential job functions with or without a reasonable accommodation. Once the precise limitations and requested accommodation is known a review process can be commenced.

The Village will not place an individual with a disability into a position that poses a direct threat to the health and safety of themselves or others and who cannot perform the job at a safe level even with a reasonable accommodation. If a current employee with a disability cannot be reasonably accommodated in their current position, other vacant positions will be reviewed to determine if the employee is qualified to perform the essential job functions.

SECTION 1.10 – PREGNANCY AND LACTATION ACCOMMODATION

The Village provides reasonable accommodations for any medical or common condition of a job applicant or employee related to pregnancy or childbirth to the extent such accommodations do not pose an undue hardship on the ordinary operation of the business of the Village.

Upon presentation of medical documentation supporting the need for a workplace accommodation, the Village may provide employees with accommodations, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from pregnancy. Accommodations shall be considered on a case-by-case basis and provided as required under law. The Village does not discriminate or retaliate based on an employee's pregnancy or a request for an accommodation related to such pregnancy.

The Village will follow the Nursing Mothers in the Workplace Act and provide reasonable break time during the first year after the child's birth each time the employee needs to express milk. If possible, this time should run concurrently with the employee's break time that is already provided. The Village will provide an appropriate and private location for such activity. Please contact Human Resources for additional information regarding lactation accommodation.

SECTION 1.11 – GENETIC INFORMATION NONDISCRIMINATION ACT

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Village requests that you not provide any genetic information when responding to a request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

All documentation related to the employee’s or family members’ medical condition will be held by the Village in strict confidence and maintained in the employee’s medical records file as provided by law.

SECTION 1.12 – ILLINOIS RELIGIOUS FREEDOM PROTECTION & CIVIL UNION ACT

As an employer, the Village shall recognize the certification of a civil union per the Illinois Act, and provide persons who have entered into a civil union with the obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses.

The Village shall also recognize as a civil union a marriage between persons of the same sex or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction.

SECTION 1.13 - CITIZENSHIP

For full-time and part-time personnel, United States citizenship will not be considered to be requisite for Village employment. However, aliens must be in full compliance with Federal Law and they must move with the utmost dispatch to become naturalized citizens within the minimum period prescribed by Federal Law. Law requires proof of an alien employee’s action in this respect. If at any time during employment with the Village, the alien employee is not in compliance with the Federal Law, then they shall be subject to dismissal by the Village Manager.

SECTION 1.14 – RESIDENCY

A. Any applicant who is hired or promoted to fill the following positions:

- Village Manager
- Village Attorney
- Chief of Police
- Fire Chief
- Director of Finance
- Director of Community Development
- Director of Public Works
- Village Clerk

The above position holder must become a *bona fide* resident of the Village of Elk Grove Village within eighteen (18) months of their employment date.

- B. The establishment and continued residency in the Village shall be a condition of continued employment. Failure to comply with this continued residency requirement shall result in immediate termination of employment from the Village.
- C. All other personnel employed by the Village are exempt from the above Residency Rule.

SECTION 1.15 - ON-THE-JOB SAFETY

The Village of Elk Grove Village has a sincere concern for ensuring the health and safety of its employees while they are engaged in their daily working operations. The Village acknowledges its obligation, as an employer, to provide the safest possible working conditions for employees, and, as a governmental unit, to provide a safe environment.

The Village of Elk Grove has developed an all-encompassing Loss Prevention Program. This Program is explained in the Safety Manual distributed to all employees.

The placing of continual emphasis on safe working conditions, employee responsibility, and the refinement of operational procedures creates an environment that will permit the Village to virtually eliminate the major causes of employee injury.

The responsibilities outlined in the Safety Manual shall in no way be construed to limit an individual's initiative to suggest and implement more comprehensive procedures to reduce Village injuries.

All Department Heads and supervisory personnel are directed to make safety a matter of primary concern, equal in importance to all other operational considerations. It is their responsibility to cooperate with and assist the appointed Safety Director to implement the policies of this program and to develop and administer an effective departmental safety program. Their responsibility includes the adoption of work standards designed to create a work environment which is totally free from potential hazards, or work procedures which might produce injuries and property damage.

Every employee is charged with the responsibility of supporting and cooperating with the Loss Prevention Program. All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it.

Every employee is expected to concern himself with their own safety, the safety of their fellow workers, and the safety of the general public affected by Village functions.

It is important that employees be constantly on the alert for potential work hazards which are not referred to in any written practices, but which may exist and result in injuries or property damage. When potential hazards are thought to exist, employees should notify their supervisor before proceeding with the work as circumstances or conditions allow.

Accidents do not happen; they are caused. They are caused because someone failed to do something that should have been done, or because a hazard was not recognized. These are human failures that can be controlled. By employing safety procedures, every employee has an opportunity to prevent accidents. By passing on this knowledge to others, the employee demonstrates job skill and teamwork.

SECTION 1.16 ON THE JOB INJURIES AND REPORTING

Employees injured during working hours shall report the injury immediately to their supervisor regardless of how minor the injury appears. Minor injuries may be treated with emergency first-aid kits which shall be kept by each department. Depending upon the seriousness of the emergency, the employee may be referred to the Village's occupational health facility or the nearest appropriate medical facility. Depending on the situation, the employee may be required to complete a blood test.

Time lost due to job related injuries will not be charged against earned paid time off (PTO), provided the injury is reported within 24 hours and investigated to confirm the injury is eligible for Workers Compensation coverage.

During the period of disability, the injured employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this paragraph forfeits the continuing compensation from the Village from the time such employment begins and is subject to disciplinary action. Any salary compensation due the injured employee from Workers Compensation or any salary due them from any type of insurance which may be carried by the Village on behalf of the employee will be retained by the Village at the point other employment began. Any disabled employee receiving compensation under this provision shall not be entitled to any benefits for which they would qualify because of their disability under the provisions of the Illinois Pension Code as amended.

Employees shall report all accidents and injuries to their supervisor immediately and no later than twenty-four (24) hours following the accident, unless the employee is medically or mentally incapacitated as a result of the incident. Failure to do so may be grounds for disciplinary action. An investigation of all accidents and injuries will be conducted by the supervisor and will be reported to the Director of Finance or Risk Coordinator. In addition to these safety regulations, the Village requires employees and supervisory personnel to follow the guidelines established in each department in regard to safety rules and procedures.

The supervisor will follow appropriate Village and Department policies in regard to investigation reporting.

To ensure an accurate gathering of the facts, the injured employee and/or any witnesses may be required to verbally, or in written form, state the facts to those individuals investigating the incident. Employees are required to fully cooperate with any investigation. An employee who intentionally misrepresents any injury or facts concerning an accident shall be subject to disciplinary action, up to and including termination.

Refer to Section 4.4.F (Workers Compensation Benefits) for additional information.

SECTION 1.17 EMPLOYEE PRIVACY POLICIES

The Village reserves the right to search lockers, desks, filing cabinets, computers and personal belongings located on Village property at any time, where there is a suspicion of employee misconduct. If personal belongings are to be searched, the Village will make reasonable efforts to notify the employee and allow them to be present. The Village will conduct such searches in a manner reasonably intended to address the legitimate operational and management reasons for the search, and the scope of the search will be limited based on the needs of the investigation.

SECTION 1.18 - VILLAGE INTERNET & E MAIL POLICY

Introduction

The Village provides various information technology resources to its employees (and other authorized persons) to facilitate the creation and communication of business-related data in the most effective and efficient manner possible. The term “technology resources” is intended to cover any new or emerging technologies that may be used in the workplace, including but not limited to all computers, tablets, telephones and cellular phones, digital cameras, audio/video recorders, voicemail systems, and similar wireless two-way communication and/or portable Internet access devices. As means develop to transmit more data in less time and with less formality, users must put more effort to maintaining the accuracy, security and control of data. Each user must ensure that use of Village information technology resources is appropriate and professional. This is especially true because electronic communications tend to be more immediate and informal than written communications and because passwords and deletion functions create the illusion of privacy and control. Relatedly, although the Internet can be a valuable information resource for legitimate business, research and information sharing, it also presents a significant opportunity for abuse, lost productivity and potential liability for the Village and its employees.

In light of these concerns, the Village has developed this policy, which establishes the parameters for proper use of information technology resources. The information technology resources are to be used for legitimate Village purposes and in compliance with all Village policies and procedures. Use of this equipment consistent with these purposes may include but is not limited to; placing and receiving phone calls, text messaging, blogging, emailing, using camera or video features, and accessing sites or services on the Internet. Employees (and other authorized persons) who do not comply with this policy are subject to disciplinary action up to and including termination.

Proper Use

Other than occasional personal use of voicemail, e-mail and Internet access, Village-provided technology resources may be used only for legitimate business-related communications. Occasional personal use means infrequent, incidental use that is professional and does not interfere with Village business, the performance of the user or any other employee’s duties or the availability of technology resources. All use of Village technology resources -- including all personal use -- is subject to this policy and other Village policies and procedures that may be implicated by such use.

Data Ownership

All data created, entered, received, stored, accessed, viewed or transmitted via Village technology resources are Village property. Business-related data may neither be used for any purpose unrelated to Village business nor sold, transmitted, conveyed or communicated in any way to anyone outside of the Village without the Village's express authorization.

No Privacy

Users have no expectation of privacy in connection with the use of Village technology resources, including the creation, entry, receipt, storage, accessing, viewing or transmission of data.

Monitoring

As with all other Village property, the Village has the authority to search, monitor, inspect, intercept, review, access and/or disclose all Village technology resources and all data created, entered, received, stored, viewed, accessed or transmitted via those resources for legitimate management reasons, at any time, and without further advance notice by persons designated by or acting at the direction of the Village, or as may be required by law or as necessary for, or incidental to, auditing, security and investigative activities, and to ensure effective technology resource administration and policy compliance. Users specifically consent to the access by and disclosure to the Village of information created, entered, received, stored, accessed, viewed or transmitted via the Village's technology resources that is stored by a third-party electronic communication service or remote computing service and have no expectation of privacy in such information. For example, authorized persons will inspect the Village's technology resources to investigate theft or other unlawful activity or workplace misconduct, the unauthorized disclosure of client confidences, attorney work product and proprietary information, misuse, to assess Internet use, and for other work-related purposes. No employee may monitor or intercept any data without the authorization of the Village Manager or Human Resources, or persons designated by them or acting at their direction or at the direction of the Village Authorities.

Harassment

Users are absolutely forbidden from using technology resources in any way that may be construed to violate the Village's harassment-free workplace policy. This prohibition includes sexually explicit or offensive images, messages, cartoons, jokes, ethnic or religious slurs, racial epithets or any other statement or image that might be construed as harassment or disparagement on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or any other status protected by law. Users are required to take all reasonable steps to avoid and eliminate receipt from known sources of all potentially offensive material.

Unlawful Use

Village technology resources may not be used to intentionally or unintentionally violate any local, state, federal or international civil or criminal law. Unlawful activity includes but is not limited to lotteries, raffles, betting, gambling for anything of value (e.g., Final Four tournaments, fantasy football) and participating or facilitating in the distribution of unlawful materials. Users likewise may not upload, post,

e-mail or otherwise transmit any data that is threatening, malicious, tortious, defamatory, libelous, obscene, or invasive of another's privacy. In addition, Village technology resources may not be used to job-search outside of the Village or run or solicit outside business ventures.

Prohibited Software

Software purchased and licensed for personal use may not be installed on Village computers. The Village periodically may, at any time, conduct an audit of computers for installed software and related printed material that is not included on a then current inventory of Village-authorized software. All unauthorized software will be removed and destroyed.

Proprietary Rights

Village technology resources may not be used to violate proprietary rights, including copyright, trademark, trade secrets, right of publicity or any other intellectual property rights. For example, unless consistent with all applicable licenses, users may not post or download any data (including software) protected by copyright or patent law. Likewise, users may load only licensed software from the Internet or other source onto a Village-provided workstation or laptop, provided that use of the software is consistent with the license and the original software license remains at the appropriate Village office so that the Village may conduct accurate audits (and respond to external audits). All software must be approved by the Director of Information Technology or their designee prior to downloading.

Confidential Information and use of Intellectual Property

Users may not leak, place, post, transmit or otherwise disclose confidential, sensitive and/or proprietary Village information to anyone outside of the Village by any means, at any time or for any reason. If confidential information must be transmitted, it will be transmitted in a manner to minimize the risk of disclosure to unauthorized personnel such as a password protected transmission system.

Passwords and Security

All passwords and security used in connection with Village technology resources, are Village property and must be made available to the Village upon request by the appropriate Department Head or Director of Human Resources. Users must understand that their use of passwords will not preclude access, monitoring, inspection, review, or disclosure by authorized Village personnel. The Village also may unilaterally assign and/or change passwords and personal codes. The security of Village's technology resources is every user's responsibility.

Viruses

Users may not upload, post, e-mail or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment.

Misrepresentation of Identity and/or Data

Unauthorized access of e-mail, data, and use and/or disclosure of other users' passwords is strictly prohibited. For example, users are prohibited from accessing other users' files or communications without any legitimate business purpose (e.g., to satisfy idle curiosity or to "snoop"), regardless of the security designation assigned to a particular file or communication.

General Matters

Village technology resources may not be used to transmit junk mail or spam (the same or substantially similar messages sent to a large number of recipients for commercial or other purposes unrelated to Village) or pyramid schemes of any kind, or to download or execute games. The Village will not be responsible for any damages, direct or indirect, arising out of the use of its technology resources. The Village may amend, revise or depart from this policy at any time, with or without notice.

Termination of Access at Separation

Before each user's last day of employment, he shall return or otherwise surrender possession of all Village technology resources (including computers, cell phones, software programs, computer peripherals, electronically stored data, data storage devices, keys, and written passwords) in his or her possession, custody or control. Upon separation of employment, the Village will terminate user access to Village technology resources.

Policy Violations

Access to and use of Village technology resources is a privilege, not a right. Users who do not comply with this policy are subject to disciplinary action up to and including termination.

Cell Phones

While at work employees are expected to exercise the same discretion in using personal cellular phones and tablets as is expected for the use of other Village equipment phones. Employees are expected to devote working time to performance of job duties, and any use of communications devices during working time for messaging or functions, such as gaming, internet browsing, video streaming, etc. is prohibited. Occasional, limited personal phone calls and messaging may be permitted for brief calls or texts to address personal matters requiring immediate attention, provided such use does not interfere with Village business or the work duties or environment of the employee or any other employee and does not violate Village policies regarding conduct in the workplace. Otherwise, personal use should occur only during non-work time and must be made in a manner that does not disturb employees who are working. Violations of this policy will be subject to discipline, up to including termination. The Village will not be liable for the loss of personal cellular phones, tablets, or similar electronic devices brought into the workplace.

The Village will provide configuration information for employees who choose to access their Village e-mail, calendar, and contacts via their personal cell phone. Employees must be aware that in providing such access, the Village reserves the right to monitor, access, retrieve and delete any information stored

in or created on an employee's personal cell phone and any information accessed, received by, viewed or transmitted via the Village's networks.

Any employee utilizing a personal or Village-owned electronic communication device for the performance of Village business agrees to maintain the security and confidentiality of Village data and information, including by protecting the phone with a password lock, limiting access and storage of confidential data on the communication device and deleting all such information from my communication device regularly. Any employee who maintains any Village information on a communication device must notify the Director of Information Technology or their designee immediately if the device is lost or stolen. The Village retains the right to manage and control the use and security of a communication device utilized for Village business, including as necessary by removing or "wiping" data from the device, even if such action results in the loss of personal information. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce a personal cell phone for return or inspection or otherwise to provide the Village with access to the device.

Employees are reminded that the Village does not allow non-exempt employees to work "off the clock" without compensation. Non-exempt employees must record all hours of work, including work performed away from the workplace, on their time sheets and receive prior authorization if performing work outside of the employee's assigned work hours. Any employee who fails to accurately record all hours of work on his or her time sheet will be subject to disciplinary action, up to and including termination of employment.

When operating a motor vehicle, employees are to limit their use of cell phones; pulling off to the side of the road when making or answering calls whenever possible. In all instances, employees must comply with applicable local, state or federal laws regarding motor vehicle operation and use of cell phones. Texting or sending e-mails or other written communications is prohibited while operating a vehicle.

SECTION 1.19 - OUTSIDE EMPLOYMENT

1. No full-time, part-time, or temporary Village employee shall be employed in outside employment without the approval of the Department Head and Village Manager. This applies to any form of non-Village activity, whether occasional, part-time, temporary or regular, for which the employee receives money, goods, services or other forms of compensation. Employees wishing to hold outside jobs shall apply in writing to the Department Head who will forward the same to the Village Manager for approval prior to beginning work in the outside activity. In granting or withholding such requests, the Village Manager shall consider the following criterion in making a decision:
 - A. Impairment of Efficiency** - The outside job shall not interfere with an employee's effectiveness in his/her Village position. Special attention shall be given to the number of hours at the location of the job and the nature of the duties performed.
 - B. Physical well-being** - The outside work shall not leave the employee tired, therefore, more subject to injury in his/her Village job. In addition, the outside work must not create a physical strain on the employee's health so that the employee is more prone to illness, thereby, requiring the employee to absent himself/herself from work at the Village.

C. Conflict of Interest - No outside work will be approved if that job places the employee in a compromising position of performing duties or responsibilities that conflict or appear to conflict in ethics or purpose with his/her Village position.

D. Public Relations - The public relations of outside jobs shall be considered with particular attention to employment that is generally acceptable in the Community and does not reflect adversely on the Village or on its employees.

2. Any Village employee interested in securing outside employment must furnish the Human Resources Office with a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the hours per week that the employee will engage in outside employment. Outside employment request forms are available in the Human Resources Office.
3. All outside employment requests must be submitted and approved by an employee's Supervisor, Department Head and the Village Manager prior to the employee engaging in the non-Village employment. Information submitted on the form shall be subject to verification. In addition, before an employee's outside employment request will be considered, the employee's outside employer must submit a "Statement of Understanding" indicating the outside employer's acknowledgment and acceptance of specific responsibilities. Failure of the outside employer to return a signed "Statement of Understanding" will result in the outside employment request being denied.
4. Full-Time employees are reminded that the Village is their primary employer and at no time can outside employment activities violate the criteria established above. Likewise, part-time and/or temporary employees who engage in outside employment activities, (whether it is for their primary employer) must also comply with the criteria established above. If a Department Head believes that one or more of the criteria is being violated by an employee engaging in an approved outside employment activity, he/she shall review the situation and send a report and recommendation to the Village Manager. Upon reviewing the situation, the Village Manager may revoke the employee's approval to engage in outside employment. The Village Manager may revoke the outside employment approval on a regular or temporary basis depending on the circumstances.
5. If an employee suffers an injury during or resulting from an outside employment activity, the Village will not be responsible for any Worker's Compensation benefits.
6. Paid sick leave will not be provided for an employee who suffers an occupational sickness, injury or disability as a direct result of outside employment. In addition, an employee is not eligible for any medical coverage under the Village sponsored Health Plans for any occupational sickness, injury or disability that occurs to him/her as a direct result of outside employment.
7. An employee who absents themselves from work due to illness, injury or use of any FMLA sick leave is strictly prohibited from engaging in any outside employment during the period of time the employee is absent. At the onset of a job-related disability at the Village, all approved outside employment activities are immediately revoked. When the employee is able to return to his/her normal position with the Village, without restriction, they are required to resubmit their request

for outside employment, if they wish to again engage in outside employment. The procedures as defined by this Section shall be followed and the approval of the Village Manager must be secured before the employee can engage in outside employment.

8. If the employee uses sick leave or FMLA sick leave he/she shall not engage in any outside employment until he/she reports to work and completes a normal work day, or in the event where the employee is not scheduled to report to work during the twenty-four (24) or forty-eight (48) hour period immediately following his/her scheduled workday (that he/she was absent from) the employee shall not engage in outside employment until a minimum of twenty-four (24) or forty-eight (48) hours has elapsed from the time that the employee was scheduled to work but did not because he/she used sick leave or FMLA sick leave.
9. Village uniforms, vehicles, equipment and supplies shall not be used in connection with outside employment or any business other than Village business.

SECTION 1.20 - DRIVER'S LICENSE CHECKS

Applicants – Following a conditional offer of employment, the Village will check motor vehicle records of any job applicant where driving is an essential job function. The driving record check will include review of any appropriate state records based on the employee's application and resume.

Existing Employees – It is incumbent upon the employee to notify the Village of any change in status of their driver's license. The Village shall confirm the possession of a valid driver's license for all current employees on an annual basis. Any employee without a valid driver's license will not be allowed to operate a Village vehicle or drive on Village business. An employee must have auto insurance to drive a personal vehicle on Village business. The Village shall confirm the possession of a valid insurance policy for any current employees who may drive a personal vehicle on Village business on an annual basis. If driving is an essential job function and the employee cannot be reasonably accommodated, the employee will be terminated.

SECTION 1.21 – LIMITATIONS ON EMPLOYEE PERSONAL USE OF SOCIAL MEDIA AND DIGITAL MEDIA

Introduction

While the Village respects its employees' First Amendment Rights, an employee's personal or private use of social media and digital media may have unintended consequences.

Prohibited Disclosure of Confidential Information

The Village's policies against unauthorized disclosure of confidential information extend to social media and digital media activity. Confidential information includes personal or private information of employees, customers, citizens, and vendors, such as personal telephone numbers, personal email addresses, home addresses, personal license plates or other unique identifiers, personal financial information, medical information, HIPAA-protected information, information about minors, or other information that is not subject to disclosure under state or federal law. Similarly, employees may not post

any information that threatens public safety or security of the Village's systems and/or is subject to attorney client privilege.

Village employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without express written permission from the Village Manager or his/her designee.

Prohibited Content

Village employees may not use social media or digital media to harass, threaten, libel or slander, bully, disclose confidential information, make statements that are maliciously or intentionally false or discriminate against co-workers, customers, clients, vendors or suppliers, any organizations associated or doing business with the Village, or any members of the public, including website visitors who post comments.

The Village's harassment-free workplace policy, equal employment policy, and other conduct policies apply to employee use of social media and digital media. Consistent with these policies, inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and will be subject to disciplinary action up to and including termination of employment.

Use of Village Intellectual Property Prohibited

The Village seal or other logos, trademarks or copyrights belonging to the Village may not be used except on official Village social media accounts and websites by authorized employees. Additionally, employees may not utilize images or photographs typically associated with the Village with respect to their personal social media or digital media activities if doing so would reasonably create the impression that a Social Media post, page, website, or other content is sponsored or sanctioned by the Village.

Representation of Personal Comments on Social Media and Digital Media

To the extent that employees are posting comments or information on social media or digital media outside the scope of their job responsibilities, employees may not make any statements that would give the impression that they are speaking on behalf of the Village, or that the views they have expressed are the opinions of the Village. If there is any potential for confusion on this point (for example, the individual making the post identifies themselves in the post as an employee of the Village), employees are expected to include a disclaimer to the effect that the views being expressed are personal and do not necessarily reflect the views of the Village.

Employees who list the Village as their employer, or otherwise identify themselves as a Village employee in any manner including on any social media sites, blogs, or other websites must take responsibility for representing the Village in a professional manner.

No Expectation of Privacy

Restrictions on the use of Village technology resources are outlined in the Village Internet & E-mail Policy. As a reminder, users have no expectation of privacy in connection with the use of Village technology resources, including the creation, entry, receipt, storage, accessing, viewing or transmission of data.

The Village is free to, and may, view and monitor public or accessible content on employee's social media or other third-party webpage use at any time without consent or prior approval.

Consequences for Violation of Limitations on Personal Use of Social Media and Digital Media Policy

Employees are encouraged to be honest, accurate, and respectful to the Village, its officers, employees, agents, and citizens in general through the use of social media.

Village personnel who become aware of incorrect, false, inflammatory or potentially damaging information about the Village that is posted to a publicly accessible social media or website, or other violations of this policy, have an obligation as employees of the Village to notify their supervisor, Department Head, Director of Human Resources, or the Village Manager as soon as possible.

Personnel whose online actions violate this policy may face disciplinary action, up to and including termination of their employment.

ARTICLE 2

SECTION 2.1 - CLASSIFICATION OF EMPLOYMENT

There are three classifications of employment.

1. Regular full-time personnel.
2. Regular part-time personnel.
3. Seasonal or temporary personnel.

Regular full-time personnel are employees who work the regular workweek as defined in Section 3.1 of this manual for their position.

Regular part-time personnel are employees who work on a schedule of less than the minimum workweek as defined for their position.

Seasonal and temporary employees are those who are hired for a specific period of time or for the duration of a specific project. The Village makes hiring decisions at the start of each season. Seasonal employees have no expectation that they will be rehired for the next season or for any other position in the Village.

SECTION 2.2 - OPEN POSITIONS/RECRUITMENT

A job opening exists when two conditions are met:

1. The actual employment strength in a job classification is less than the authorized strength (as determined by the Village Board) for that job classification; and
2. The Village Manager determines that an opening exists, and that such position will be filled.

When the Village Manager determines that an open position exists, a notice of such opening may be posted on current bulletin boards and made available in each department for a period of at least five (5) business days as determined by the Village Manager.

Any employee interested in applying for such positions whether it is an upgrade, lateral transfer, or downgrade, must notify the Human Resources Office in writing of this desire. For a lateral transfer within an employee's department, the employee must notify their Department Head in writing.

Consideration may generally be made to fill the opening with an active employee prior to looking outside the organization provided the employee possesses the required qualifications and is determined to be the best candidate for the position. If such a move is successful, the transferring employee must serve a one-year probationary period on the new job. If disqualification during the probationary period occurs, an attempt will be made to place the disqualified employee in an open position if it is determined the disqualified employee has a legitimate opportunity to perform the job in a reasonable period of time with minimal loss of productivity.

As vacancies occur in positions, an attempt may generally be made to fill them by promotion of present employees provided that employee is deemed to be the best-qualified employee for that position. Notice of such vacancy may be posted on the bulletin board in each department for five (5) calendar days before other means of filling vacant positions are used. Each interested employee must file a statement of interest including cover letter and updated resume in the vacant position within that five (5) day period with the Human Resources Director and a formal application must be submitted. In cases where employees, supervisors, or officials have referred individuals as potential candidates for employment, such persons will be given the same consideration to any other applicants – no more, no less. Employment advertisements may be placed online and in various publications that serve our recruiting area as deemed desirable and necessary by the Human Resources Director.

SECTION 2.2A – PROMOTIONS

A promotion is defined as moving to a higher rated or paid position. A promotion shall be treated the same way as a new appointment, insofar as it is necessary to successfully complete a new one (1) year trial period. If the promoted employee does not complete the trial period successfully, he/she may be reinstated in his/her former position at the last held status, if that position is available. If that position is not available, the employee may be released from employment.

Employees are encouraged to discuss promotional opportunities with their supervisors, department heads, or with the Human Resources Director. When possible, in-service training programs may be established

which prepare employees for promotional opportunities if requested by the employee. In addition, employees may be given increasingly responsible work assignments to assist in preparing them for future advancement.

SECTION 2.2B – DEMOTIONS

A demotion is defined as moving to a lower rated or paid position. An employee may be demoted for failure to meet the requirements of the job classification occupied or as a result of a reduction in the work force. The employee can be demoted to a lower job classification if one is available and if the employee is qualified. A written statement of reasons shall be furnished to the employee at least five (5) calendar days prior to the effective date of the action.

Demotions will generally not cause another employee to be displaced from their current job.

Completion of a new one (1) year trial period is required following a demotion.

SECTION 2.2C – TRANSFERS

A transfer is defined as moving to a job which is equally rated to the employee's current job. Transfers of employees between departments, on either a regular or temporary basis, may be made upon the recommendation of the Department Head of the affected department and the approval of the Village Manager. Employees so transferred shall conform to the working policies of the Department to which they are transferred and shall complete a new one (1) year trial period in the Department to which the employee has been transferred. The Village Manager has the express authority to transfer any employee if it is in the best interest of the organization.

SECTION 2.3 - TRIAL PERIOD

All regular full-time or part-time employees are required to serve a one-year trial period upon being hired, promoted, demoted, or transferred. The trial period consists of actual time worked on the job and shall be regarded as an integral part of the examination process. The trial period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of an employee to the position, and for evaluating the employee's performance to make a final determination as to whether the employee does or does not meet the required work standards of the position and the Village. Progression through the probationary period does not guarantee continued employment with the Village for any particular term and does not alter the status of "at-will" Village employees. During the trial period the newly hired employee must demonstrate the ability to perform the job. Trial employees may be dismissed without prior notice, cause, hearing, or reason during the trial period.

Current employees who obtain a new job within the Village because of promotion, transfer, or demotion must serve a new one (1) year trial period on the new job.

Any time an employee moves from one job to another, a trial period must be served. Failure to perform satisfactorily in any trial period may result in loss of employment.

Employees required to fulfill the residency requirement stated in Section 1.14 will be provided an additional six (6) months to comply with the residency portion of the trial period. Days absent due to non-work-related illness or injury do not count toward the completion of the trial period.

SECTION 2.4 - CERTIFICATION OF EMPLOYEE

Upon completion of the designated trial period and before an employee may be classified to at -will status, the employee must receive certification under the following policies and procedures:

1. The Human Resources Director shall notify the Department Head and the subject employee thirty (30) days prior to the end of the trial period that certification is due.
2. Certification to at-will status may be accomplished by the Department Head submitting, along with the written performance evaluation, a "Notice of Personnel or Payroll Change" form to the Village Manager requesting his certification of the trial employee. The Fire and Police Commission shall certify sworn Fire and Police personnel under their purview.
3. The Department Head shall make the request for certification prior to the end of the probationary period. Should the employee fail to perform his/her duties to the satisfaction of the Department Head, a Notice of Non-Certification shall be filed with the Human Resources Director for general personnel or the Fire and Police Commission for sworn personnel.
4. A non-represented employee will not be deemed to have completed their trial period until a certification has been submitted to the Human Resources Office.

SECTION 2.5 - OFFICIAL PERSONNEL FILES

The Village has established procedures and responsibilities for the maintenance of personnel records in accordance with the Personnel Records Review Act (820 ILCS 40).

A personnel file will be established for each employee. The Human Resources Director shall be responsible for the maintenance of the official personnel files for all employees. Employees are responsible for and must promptly advise the Village of any changes in:

- Name and/or marital status;
- Address and/or telephone number;
- Number of eligible dependents;
- W-4 deductions.

The personnel files shall consist of, but not be limited to: employment application, resume, cover letter, reference checks, dates and records of injuries, commendations, reprimands, disciplinary history, performance evaluations, wage data, promotions, education and special training, and other related documents. Medical, workers compensation, and benefit records will be maintained in a separate confidential file.

The privacy of an employee's personnel file will be governed in accordance with Federal and State laws and administered as follows:

1. Collection and Storage of Confidential Records

Department Heads and supervisors are responsible for ensuring that all personnel documents (as defined above) pertaining to their employees are promptly submitted to the Human Resources Office.

2. Employee Access to Their Personnel File

Employees are permitted to inspect and copy any material that is contained in their personnel file as provided by the Illinois Personnel Records Review Act. An employee who wishes to inspect his/her personnel file must submit a written request to the Human Resources Office and an appointment will be set up with the Human Resources Director to review the file. The Human Resources Director or designate shall be present with the employee while the employee inspects his/her personnel file. If factual information is demonstrated to be incorrect by the employee, it will be corrected. If an employee disagrees with certain items in his/her file, such as disciplinary action, the employee may submit a concise statement of disagreement for inclusion in his/her personnel file. An employee will not be permitted to remove any document from the employee's personnel file. An employee may request a copy of the information contained in the file as required by law.

3. External Disclosure of Personnel Information

Information contained in employee personnel files shall not be released or disclosed without the employee's written consent, except to persons with a lawful right or need to know or as required by law.

SECTION 2.6 - LAYOFF PROCEDURE

A. Definition: A layoff is defined as a reduction in the authorized strength of a job classification in a department generally due to such reasons as budgetary restrictions, changes in service requirements, changes in methods of providing services, or general lack of work, initiated by the Village, which results in an active employee(s) being removed from a previously authorized position. The Villages election not to fill an open position does not constitute a layoff.

B. Procedure: If it is necessary to reduce or eliminate the active number of employees in a job classification in a department or departments, multiple factors will normally be taken into consideration as the steps of the following procedure: those factors include the employee's work and attendance records, the performance abilities of the employee to perform the remaining work, the employee's length of service with the Village, and any other factor deemed relevant by management at the time of the reduction in force.

STEP 1: Temporary or seasonal employees in the affected classification may be separated from employment first. Exceptions may be made when the Village determines in its discretion

that it is more prudent to hire or retain temporary or seasonal employees instead of part time or full-time employees.

STEP 2: Trial employees in the affected classification will normally be separated from employment unless the Village determines in its discretion that a trial employee has unique skills and abilities that make his or her retention beneficial to the service goals of the Village.

STEP 3: Part-Time employees in the affected classification may be separated from employment. Exceptions may be made when the Village determines in its discretion that it is more prudent to hire or retain part time employees rather than full time employees. Finally;

STEP 4: Full Time employees in the affected classification will normally be laid-off.

C. Prior to implementing the layoff based upon the above stated criteria and steps, each affected Department Head will present a list of affected employees by classification to the Village Manager.

The Village Manager will then prepare a report and recommendation for the Mayor and Board of Trustees. The report shall state the most effective manner to implement the reduction in work force. Upon approval by the Mayor and Board of Trustees, the Village Manager shall implement the reduction in work force. Prior to proceeding with the steps to determine who will be laid-off, the Department Head may survey the employees in the affected classification to see if there are any volunteers to be laid-off.

Efforts will be made to place affected employees in open positions in other classifications. To be placed in an open position, an employee must possess the minimum qualifications of the open position.

Pay rates in transfers of this type will be handled individually.

Full time employees to be laid-off may be given the opportunity to displace probationary employees in another classification in the same or another Department. The Village Manager may, in his discretion, limit bumping rights to minimize disruptions to the organization or for other operational needs. If bumping is allowed, job performance, length of service, and qualifications will serve as applicable criteria for placement. If there are no probationary employees in the same or lower rated classification throughout the Village, a laid-off employee with a satisfactory work record may be considered for displacing the employee with the least amount of service in the Village provided the laid-off employee is immediately qualified to perform the work of the employee to be displaced.

All employees who are laid-off as a result of implementing the reduction in force, shall be entitled to payment for accrued and unused vacation and holidays. Further, each employee will normally receive such assistance as is within the capacity of the Village for locating other employment opportunities. At a minimum, such assistance shall consist of appropriate letters of reference, letters of referral, and counseling with respect to accumulated benefits available through the Village and other public institutions.

Employees who are currently participating in the Village Health and Life Insurance programs, and are laid-off, will have those benefits extended at Village cost for thirty (30) days after the effective date of the layoff, and will normally have the right to continue to participate in the programs, at their expense for a maximum of two (2) years from the date of layoff, or until employed by another employer who provides

coverage, whichever is shorter. No benefits will accrue during the layoff period nor will laid-off employees be eligible for any type of compensation from the Village.

When the Village determines that the conditions, which led to the reduction in force, have sufficiently abated to warrant recall of personnel, a recall will occur in accordance with Section 2.11A.

SECTION 2.6A - RECALL FROM LAYOFF

If the Village determines that the conditions which led to the reduction in force have sufficiently abated to warrant recall of personnel, employees who are on layoff, and are immediately qualified to perform the work in question, may be recalled. When multiple employees are equally qualified to perform the available work, as determined by the Village in its discretion, employees will normally be recalled to Village service in the reverse order of their separation provided that their layoff status has been in effect for less than two (2) years. Notice of recall shall be sent by certified mail to the last address on file with the Village. Employees so recalled shall have ten (10) calendar days from the date of the notice to advise the Village of their interest in being reinstated to a Village position. Failure to respond in writing within the ten (10) calendar day period shall cause the person to forfeit any right to reinstatement in any job in the Village government. A physical examination to determine current fitness to perform the work may be required. If such a physical examination is required, the employee must successfully pass the employment physical before being reinstated to work with the Village. Laid-off employees are required to keep the Human Resources Director informed as to their current address and phone number.

SECTION 2.6B - REINSTATEMENT OF BENEFITS

Employees who return to work for the Village, after being laid-off, shall have the sick leave that they had accrued but not used prior to their layoff restored in full. In addition, the returning employees shall have their seniority restored that was earned prior to their layoff, for purpose of determining eligibility of benefits. Restoration of the returning employee's pension benefits shall be governed by the pension plan in which the employee participates, as defined and provided for by State Statute.

SECTION 2.7 - PERFORMANCE EVALUATION

Village employees shall have their work performance evaluated at least annually, or as necessary for a performance improvement plan.

The performance evaluation periods vary by Department, but are typically:

1. **April 1 through September 30**; this evaluation will be completed by October 15 and submitted to the Human Resources Office no later than October 30.
2. **October 1 through March 31**; this evaluation shall be completed by April 15 and submitted to the Human Resources Office no later than April 30.

The evaluation shall be completed on the form provided and shall include all required supervisory and employee signatures.

The performance evaluation process provides all supervisory employees and all subordinate employees with the opportunity to:

1. Review their performance for the period applicable.
2. Discuss performance expectations and requirements for the future.
3. Establish goals and objectives for the future operating period.

Employees must understand that their continued employment with the Village is dependent upon overall satisfactory job performance. Continued below standard performance and/or behavior may result in termination.

Appeals may extend the date requirements stated above.

SECTION 2.8 - EMPLOYMENT OF RELATIVES

The Village welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. Due to the potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment which can be carried into daily working relationships, the Village will hire Relatives of persons currently employed by the Village only if:

1. The candidate for employment will not be working directly for or supervising a Relative or working in the same department; and
2. The candidate for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to a Relative. Such decisions include, but are not limited to, hiring, retention, transfer, promotion, wages, benefits, and leave requests.

Relatives of elected Village Officials are ineligible to be hired to any position in the Village.

Relatives of Village employees in the following positions are ineligible to be hired to any position in the Village: Village Manager, Deputy Village Manager, Assistant Village Manager, Department Heads, Village Attorney, and Director of Human Resources.

Relatives of current employees and elected officials are ineligible to be hired as seasonal employees.

No Relatives shall be allowed to transfer into the same department, whether on a permanent or temporary basis, except with the written approval of the Village Manager.

Employees are prohibited from directly or indirectly supervising any other employee who is a Relative or with whom they are involved in a Personal Relationship.

A Relative is defined as any of the following, no matter where they live:

Spouse,
Civil Union Domestic Partner,
Brother or Sister,
Child,
Parent or Parent-in-law,
Grandchild,
Grandparents,
Niece or Nephew,
Cousin,
Brother or Sister-in-law,
Son or Daughter-in-law,
Grandparents of Current Spouse, and

any other relative (by blood, marriage, or adoption) living in the employee's household.

Personal Relationship is defined to include marriage, dating, or any other intimate personal relationship that goes beyond mere friendship.

If employees begin a Personal Relationship or become Relatives, and at least one party is a supervisor in the Village, the employee(s) in the supervisory position is required to inform their supervisor and human resources of the relationship. The Village may investigate the status of the relationship and its impact on the workplace. If the Village determines the situation negatively impacts the workplace, the employees will have 60 days to resolve the situation on their own by means acceptable to the Village such as a transfer or employment outside the Village. After 60 days, the employees' supervisors will work with the Village Manager and Human Resources to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, demotion or termination of one of the employees.

The Village reserves the right to address situations where there is a negative impact on the workplace, or the potential for a negative impact on the workplace, because of a Personal Relationship between employees, even if no direct reporting relationship or authority is involved. In these situations, the Village will take the necessary action to resolve the situation within 60 days.

Any exceptions to this policy must be approved by the Village Manager and Human Resources. Written justification for the exception must be submitted to the Village Manager prior to any employment decisions.

SECTION 2.9 - TEMPORARY APPOINTMENT/ASSIGNMENT

The Village reserves the right to temporarily assign employees to any position it deems necessary when it is determined that a vacancy cannot be immediately filled and/or the workload within an activity in a Department becomes overburdened or other reasons.

In the case of supervisory positions, if it is determined that a vacancy will not be filled for more than thirty (30) days, and current supervisory personnel cannot absorb the needed work, the Department Head

may request the Village Manager to fill the vacant supervisory position on a temporary basis. This may apply to either sworn or non-sworn supervisory positions.

The employee who is temporarily appointed shall accept the appointment with the full knowledge that the position is temporary. The Department Head shall consider all the eligible employees in the department, and based on job performance, the ability to successfully carryout the duties of the vacant supervisory position, and any other relevant criteria the Department Head shall recommend to the Village Manager which employee should be appointed to the temporary supervisory position. The Village Manager shall make the temporary appointment.

The Village Manager based upon an appropriate recommendation submitted by the Department Head may terminate a temporary appointment at any time. However, a temporary appointment will automatically terminate with the appointment of a regular employee to fill the vacant supervisory position or at the end of six (6) consecutive calendar months, whichever occurs first.

In the case of Fire and/or Police Department supervisory appointments, if the Fire and Police Commission is unable to make regular appointment to vacant supervisory positions within the six (6) month period, the Commission shall advise the Village Manager in a written report. The report shall indicate the reason for the delay and the approximate date the appointment will be made. Upon reviewing the Commission's report, the Village Manager may appoint another employee on a temporary basis to fill the position based on the Department Head's recommendation. This section will also govern any such temporary appointment.

An employee who is temporarily appointed to a vacant supervisory position will be compensated at a rate of pay of 5% higher than his/her pay, in his/her regular position or advanced to the entrance rate of the vacant position, whichever results in a higher pay. The pay increase will be effective on the first day of the temporary appointment. At the conclusion of the temporary appointment, the employee's rate of pay will immediately revert back to the rate of pay assigned to their regular position.

An employee who is temporarily appointed to fill a vacant supervisory position will be required to fulfill all of the duties and responsibilities of the position and he/she will be assigned the authority normally associated with the supervisory position. In determining overtime and other fringe benefit eligibility, the employee will be governed by the Personnel Rules and Regulations as they pertain to the supervisory position that he/she is temporarily filling.

SECTION 2.10 - SERVICE WITH THE VILLAGE

Service with the Village is defined as an employee's continuous full-time or regular part-time service with the Village beginning with the employee's original or latest date of hire, excluding any temporary service, leaves of absences without pay, or other non-paid breaks in service. If more than one person is hired on the same date, service preference will be established alphabetically.

A. Breaks In Service

An employee's service continuity with the Village shall be broken by:

- a. Voluntary resignation
- b. Discharge
- c. Retirement
- d. Absence of three (3) consecutive workdays without notice of absence (except for good cause shown to be due to circumstances beyond the control of the employee).
- e. Failure to report to work on the first regularly scheduled workday following the conclusion of an authorized leave of absence or vacation.
- f. Is laid-off and fails to respond to recall within (ten) 10 calendar days.

B. Conversion of Benefit Date when going from Part-Time to Full-Time

Part-time service credit earned by an eligible part-time employee (as defined below) can be converted into full-time service credit. As of the date of adoption of this policy, the benefit date of eligible part-time employees promoted will remain the same as their original date of hire.

An eligible part-time employee is defined as a regular employee who works at least 20 hours per week. Any part-time employee who works below the minimum 20 hours per week is not eligible for a conversion of benefits. If a part-time employee's hours increase above the threshold to become eligible, the date of that change will be considered their benefit date.

SECTION 2.11 - RE-HIRE OF PENSIONED EMPLOYEES

In the event a pensioned employee applies for an open job in a different classification prior to retirement resignation, the employee may be hired in a new position as a new employee. The Village Manager will address each application on case-by-case basis. In lieu of total payment of accrued but unused vacation, the employee may carry up to a maximum of two weeks of vacation into the new position. Such vacation will be utilized during the trial year on the new job.

SECTION 2.12 – VILLAGE MANAGER RESERVATION OF RIGHTS

The Village Manager reserves the right and ability to vary from Article 2 and act in the best interest of the Village. The Village Manager has been granted this authority by the Village Board via its Home Rule Authority.

ARTICLE 3

SECTION 3.1 - APPLICATION OF THIS ARTICLE

This Article defines the normal hours of work and establishes the basis for calculation of overtime pay. It is not a guarantee of hours of work per day or per week or per any established period. It does not establish a right to compensation in any form for time not worked.

SECTION 3.2 - THE WORKWEEK

All Village employees, full or part time, have regular work schedules. Regular work hours may vary from Department to Department for operational reasons.

The standard workweek shall normally consist of five workdays during a period of seven (7) calendar days. The days scheduled may be changed for operational needs and may not necessarily be consecutive.

A. 37.5 Hour Workweek

1. Village Manager's Office
2. Village Clerk's Office
3. Finance Department
4. Police Department: All Non-Sworn personnel
5. Fire Department: All Non-Sworn personnel
6. Community Development Department: only Health Services Division
7. All Secretarial/Clerical employees

B. 40 Hour Workweek

1. Community Development Department
2. Public Works Department
3. Fire Department: classifications of Fire Chief, Deputy Fire Chief, EMS Battalion Chief, Training Battalion Chief, Inspectional Services Supervisor, and Fire Inspectors.
4. Police Department: classifications of Police Chief, Deputy Police Chief, Commander, and Assistant to the Chief of Police.

C. Non-Standard Workweek

1. Fire Department 24 on 48 off schedule, Average 56 hours per workweek
2. Police Department - Average 40 hours per workweek

SECTION 3.3 - THE WORKDAY

The Department Head, with the approval of the Village Manager, establishes the normal workday. For employees working a 37.5-hour workweek, the normal workday is 7.5 hours. For employees working a 40-hour workweek, the normal workday is 8 hours.

Part-Time positions are job assignments where the work schedules are less than the normal Full-Time schedule of thirty-seven and one-half (37.5) hours or forty (40) hour workweek. Part-Time positions may be either full day for less than five days per week, part days during a full week, or a combination of these two. Part-Time employees may only work their designated schedule. The Village Manager must authorize any change to their schedule.

SECTION 3.4 - STARTING AND QUITTING TIMES

The Department Head, with the approval of the Village Manager, establishes starting times and quitting times. Every employee is expected to be at their workstation, prepared to begin work at their designated starting time. They are also expected to work until their designated quitting time.

SECTION 3.5 - LUNCH PERIODS

Every employee who works six (6) hours or more in one (1) day will be provided with a one-half hour or one-hour lunch period as designated by the Village. Employees may not work through their lunch period to be excused early without permission from their Department Head. Such permission may be granted with legitimate cause on an infrequent basis.

SECTION 3.6 - BREAK PERIODS

Two break periods, not to exceed 15 minutes each, may be authorized and scheduled by Department Heads. The scheduling of these breaks is entirely discretionary with the Department Head based upon departmental operational needs. Breaks when authorized may not be taken during the first or last hour of the day, nor will they be allowed to be used adjacent to a designated lunch period.

SECTION 3.7 – TIME & ATTENDANCE

Every employee is responsible to accurately record their own information on their electronic time sheet or timecard. The Village does not authorize or condone any non-exempt employee working “off the clock” without compensation (Refer to Overtime Authorization Policies of your Department). Any non-exempt employee who feels that he or she has been pressured or encouraged to work off the clock without compensation shall immediately report the issue to the Department Head, Director of Human Resources, or the Village Manager.

Employee falsification of time records is a serious form of misconduct that may result in immediate termination. Each immediate supervisor is required to review the time records of every subordinate employee and to attempt to attest to its accuracy. Employees are expected to review their paystubs and notify management of any discrepancies immediately. Discrepancies in record keeping must be corrected by the employee within thirty (30) days from the date of the paystub.

Employees are prohibited from completing other employee’s time records.

An employee’s supervisor may complete the time sheet of an absent employee.

SECTION 3.8 - ATTENDANCE AT CONFERENCES, SEMINARS, MEETINGS, AND TRAINING SESSIONS

Attendance at professional conferences, seminars, meetings, and/or training sessions is considered part of an employee’s regular duties. As such, the time of attendance is also considered part of their regular schedule. Starting and quitting times, and duration of lunch may be adjusted for the day or days involved. If an employee has any question with regard to schedules when attending these activities, their concerns should be addressed to their Supervisor or Department Head prior to attendance. For any conferences, seminars, meetings, or training sessions outside of the Chicago-Metropolitan area, the employee should discuss the hours of work, including potential travel time, with the Supervisor or Department Head prior to the event.

SECTION 3.9 –FLEXIBLE WORK SCHEDULE

Refer to the Flexible Work Schedule Policy in Appendix C.

ARTICLE 4

SECTION 4.1 – WAGE AND SALARY PLAN PURPOSE

The purpose of the Village’s Wage and Salary Plan is:

1. To provide a current inventory of job positions utilized by the Village in service to the Community.
2. To provide accurate up to date position descriptions.
3. To provide fair and equitable methods of compensation for Village employees based upon the guidelines and direction of the Village Board.

The Wage and Salary or Compensation Plan of the Village consists of the following elements:

1. A Schematic Outline of Occupational Titles. This is a list of position titles by Department and Pay Plan Type. It is reviewed annually or as directed by the Village Board.
2. An Authorized Position List. This list, updated annually as part of the annual budget process, provides an identification of the number of positions utilized by the Village in service to the Community.
3. A Position Description Catalog. This book provides a current identification of the duties and responsibilities of each position.

The Schematic Outline of Occupational Titles and the Authorized Positions List are reviewed on an annual basis by the Village Manager as part of the budget process.

The Position Description Catalog for all authorized positions is maintained on a current basis. It is reviewed periodically as well as when position duties change in order to maintain an accurate account of the duties of a job.

Employees are reminded that all wages and benefits, including those summarized in this handbook, are subject to budgetary approval by the Village Board. The Village Board may amend the Village Budget at any time, including in the middle of a fiscal year.

SECTION 4.2 - DIRECT FORMS OF COMPENSATION

Village employees receive compensation for the work they perform directly in the form of a biweekly paycheck based upon the rates of pay assigned to each position.

There are Three (3) Pay Plan Types:

1. The Merit Pay Plan
2. The Step Pay Plan
3. The Specific Rate Pay Plan

As part of the Schematic Outline of Authorized Positions each job in the service of the Village is assigned to one of the three Pay Plan types.

SECTION 4.2A1 - MERIT PAY PLAN POSITIONS

Executive, Administrative, Managerial, Professional and Supervisory positions are paid in accordance with the components of the Merit Pay Plan.

Each Merit Pay Plan has a Position Minimum Rate and a Position Maximum Rate. The differences between these rates make up the Merit Pay Plan Range.

On a periodic basis, Merit Pay Plan position Minimum Rates, Maximum Rates, and Rate Ranges are reviewed to determine their comparable position in relation to the wage rates for similar positions in comparable communities.

Employees in the Merit Pay Plan have their actual pay determined based upon an amount established by the Village and the guidelines established for distribution.

Merit Pay Plan employees will normally not be compensated at a rate lower than the established rate range minimum for the position. Exceptions may be made on a case-by-case basis.

Certain designated First Line Supervisory employees may be paid no less than five (5) percent above the top step rate for their designated subordinate position.

Merit Pay Plan employees will normally not be paid at a rate higher than the established Maximum for their position Rate Range. Exceptions may be made on a case-by-case basis.

SECTION 4.2A2 - MANAGEMENT ENHANCEMENT AWARD PROGRAM

A second type of direct compensation available for Merit Pay Plan employees is the Management Enhancement Program Award. Annually, the Management Enhancement Program Award will be considered along with the amount for each award (if any). If granted, the award is provided to Full-Time Merit Pay Plan employees who are actively on the payroll on November 1 of the current fiscal year and on the date that payments are issued. Employees who separate from service between November 2 and the distribution of Management Enhancement Program Awards shall not receive any portion of the Award.

SECTION 4.2A3 - OVERTIME FOR MANAGEMENT PERSONNEL

Overtime is also considered a form of direct compensation. As exempt employees, most executives, managerial, administrative, professional, confidential and supervisory employees are ineligible for overtime compensation. Some merit pay classifications are eligible for overtime compensation if:

1. The needs of the department are such that the supervisor must work additional days and/or hours because of inadequate supervisory manpower.
2. When emergency situations develop which require their supervision.

Merit Pay Plan Classifications Eligible for Overtime

Police Sergeant

Any Foreman in Public Works

Records Supervisor

Any manager who is not classified as "exempt" from the overtime requirements of state and federal law.

SECTION 4.2A4 - ACTING SUPERVISORY APPOINTMENTS LESS THAN 30 DAYS

If, in the extended absence of an employee's supervisor, an employee is officially designated to fulfill all of the duties and responsibilities of the absent supervisor and the employee's job description does not require them to act for the supervisor during the supervisor's absence, then the employee may receive additional compensation at a rate of five (5) percent above the employee's base compensation for the period of time the employee is designated to act for the absent supervisor. Acting supervisor pay will not be paid for work less than one full workday.

If the supervisory position is anticipated to remain vacant in excess of thirty (30) calendar days, the Department Head will consider the need for a Temporary Supervisory Appointment as delineated in Section 2.14.

SECTION 4.2B1 - STEP PAY PLAN POSITIONS

Non-union positions participating in the Step Pay Plan have their wages specifically identified based on years of service. For union positions, it is the Village's policy to bargain in good faith over the amount of any and all wage increases, including step wage increases. Employees represented by a union should not expect to receive any non-bargained wage increases, including step increases, at any point in time.

Steps For Each Step Pay Plan Position:

Step 1 -- the normal hiring step

Step 2 -- upon successful completion of the probationary period of service

Step 3 -- normally after two (2) years of service

Step 4 -- normally after three (3) years of service

Step 5 -- normally after four (4) years of service

Step 6 -- normally after five (5) years of service

Step 7 -- normally after six (6) years of service and thereafter

Movement from step to step is based primarily on length of service. In the case of employees whose performance falls below the Meets Standard level, step increases may be withheld by the Department Head with the approval of the Village Manager pending satisfactory improvement.

Part-Time employees are generally compensated in the same manner as Full-Time Step Pay Plan employees.

SECTION 4.2B2 - LONGEVITY PAY PROGRAM

A second direct pay method for non-union, non-supervisory, Step Pay Plan personnel is a Longevity Pay Award. On November 1 of each year, in accordance with the following schedule, Step Pay Plan employees are eligible for a Longevity Award if approved by the Village Board.

There are three levels of awards. Those levels are:

Employees with at least 10 years of service as of November 1

Employees with at least 15 years of service as of November 1

Employees with at least 20 years of service as of November 1

The Village Board as part of the budget process determines the amounts of the longevity awards for each level. Employees must be employed on the date that longevity awards are distributed. Former employees no longer employed on the date longevity payments are distributed will not receive any portion of the longevity payment.

SECTION 4.2B3 - OVERTIME FOR STEP PAY PLAN PERSONNEL

As non-exempt personnel, Step Pay Plan employees are eligible for overtime compensation at the rate of time and one-half for any time worked beyond forty (40) hours in a work week. Sworn, non-exempt police officers and firefighters may be paid overtime compensation based on different overtime thresholds pursuant to work cycles established under the Fair Labor Standards Act.

Time paid but not worked during a workweek such as sick time will not count toward the forty (40) hour accumulation. Vacation time and holiday time paid will count toward the forty (40) hours accumulation. Step Pay Plan employees required to work fixed holiday will be paid time and a half for any hours worked that holiday.

SECTION 4.2C - SPECIFIC RATE PAY PLAN

In some instances, employees are paid a specific hourly or unit rate for their services.

The classifications paid under this pay plan currently include, but are not limited to:

A. Residential Meter Reader - paid a specific rate for each meter read

B. Crossing Guards – flat rate salary based upon the number of daily crossings

- C. Non-union Part-Time Custodians - paid a specific hourly rate
- D. Seasonal Employees - paid a specific hourly rate
- E. Interns - paid a specific hourly rate

For the most up-to-date listing of Specific Rate Pay Plan positions, please check with the Human Resources Office.

The Village makes a wage level determination annually for these classifications. Seasonal Specific Rate Pay Plan employees are normally eligible for overtime compensation in the same manner as non-exempt Step Pay Plan employees.

Specific Rate Pay Plan employees are not eligible for Longevity Program Awards.

SECTION 4.2D1 - STAND-BY-STATUS PAY (non-supervisory employees)

Specifically, designated employees are eligible for stand-by pay if directed either verbally or in writing to be continuously available to work during an off-duty period.

Non-supervisory employees may be required to be continuously available to report to work during an off-duty period. An employee specifically instructed to be on stand-by mode must:

1. Be continuously available to be contacted by telephone or another electronic telecommunication device.
2. Be able to report for work within thirty (30) minutes of contact.
3. Report drug and alcohol free, and in a physical condition that allows for efficient and legal performance of required duties.

Compensation for stand-by status will generally be provided for:

- Weekend
- Fixed Holiday
- Fixed Holiday and Weekend

SECTION 4.2D2 - RATES OF PAY FOR PROMOTIONS, TRANSFERS, AND DEMOTIONS

When employees move from job to job, either within a pay plan or between pay plans their compensation may be impacted.

Generally, the following guidelines will apply:

Promotions Merit Pay Plan employees when promoted from one Merit Pay Plan position to another of greater value will generally receive a rate which is (5) percent more than their current rate or the minimum of the new position Rate Range whichever is greater. In the case of a Step Pay Plan employee promoted to a higher rated Step Pay Plan position, the employee's new salary will generally be placed at the minimum of the new position, or generally receive a rate which is 5 percent more than their current rate, whichever is greater. The salary will

be higher, but the step may be the same, higher or lower. Step Pay Plan employees promoted to a Merit Pay Plan position will generally be placed at the minimum of the new position or receive a rate which is 5 percent more than their current rate, whichever is greater. In the case of a Specific Rate Pay plan employee being promoted to a Step Pay Plan or Merit Pay Plan position, the principles of applying a hiring rate will apply. The effective date must coincide with the first day of a pay period. At no point for any of the above promotions will the new pay exceed the maximum of the new position pay range.

Transfers A transfer by definition is the movement from one position to an equally rated or paid position. In these cases, an employee's rate of pay will remain the same.

Demotions In the case of any demotion, the demoted employee's rate of pay will be set by the Village Manager but in no case will the new rate exceed the Maximum Rate or the Top Step rate of the new position.

SECTION 4.2D3 - SERGEANTS OFF-DUTY COURT PAY

Any Police Sergeant, who is required to appear in court on a matter of Village business, while off-duty, shall receive as additional compensation the flat-rate stipend as determined by the Village Board such compensation shall only be granted once per off-duty day.

SECTION 4.3 - INDIRECT COMPENSATION

There are many benefits the Village provides its employees that are defined as indirect compensation benefits. They range from holiday time off to Medical/Dental Benefits. The following items identify and specify these indirect forms of compensation and the guidelines associated with the benefits.

SECTION 4.3A - HOLIDAYS

Village employees actively on the payroll at the beginning of the calendar year are eligible for a total of twelve (12) holidays. These holidays are either Fixed Holidays (celebrated on a specific day) or Floating Holidays (voluntarily selected by the employee and approved by the Department Head).

Before December of each year the Village publishes a list of Fixed Holidays and the days on which those holidays are celebrated. There are now eight (8) Fixed Holidays. They are:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4 th)	Christmas Day

To supplement these eight (8) Fixed Holidays, employees are eligible to select (in writing) four (4) Floating Holidays subject to written approval by the employee's Department Head.

In the case of Fire Department Battalion Chiefs, Police Sergeants, Police Commanders, Deputy Chiefs, and Chiefs, because of their non-regular shift work, they do not celebrate the day after Thanksgiving as a fixed holiday; they are instead allowed a fifth Floating Holiday.

All employees actively on the payroll on January 1 of each year are eligible for all twelve (12) holidays.

Newly hired employees are eligible for any Fixed Holiday(s) remaining in the year (after being hired) and Floating Holidays in accordance with the following schedule:

Hired in January, February, March	4 Floaters
Hired in April, May, June	3 Floaters
Hired in July, August, September	2 Floaters
Hired in October, November, December	1 Floater

Floating Holidays must be used in the calendar year they are provided. Employees cannot carry-over unused Floating Holidays. Unused floating holidays will be forfeited on December 31 of each year. Merit pay plan employees may have up to 32 hours of unused floating holiday time converted to Retiree Health Savings.

In the case of non-regular workweek shift personnel, if their normal day off falls on a fixed holiday, they will be allowed to select another day in observance of that holiday.

Employees who leave employment with the Village prior to using all Floating Holidays will forfeit all such unused days.

To be eligible for Holiday compensation, employees must work their regularly scheduled day prior to the holiday and their regularly scheduled day following the holiday. Personnel who are required to work on the holiday must also work and be compensated for the scheduled day of the holiday to be eligible for Holiday compensation. If absent any of these days, an employee may only be paid holiday pay if such absence(s) are approved by the Department Head.

Part-time employees are eligible for holiday pay benefits based upon the following criteria:

1. Work at least twenty hours per week on a regular basis; and
2. Payment is based upon their budgeted regular workweek schedule of hours as a pro-ration of a full-time employee.

SECTION 4.3B - THE VACATION BENEFIT

Full-time employees and all eligible part-time employees (as defined in Section 2.10B) are eligible for the vacation benefit after completing one full year of service or as determined by the Village Manager.

VACATION ACCRUAL & USE

Vacation is earned or accrued on a monthly basis provided the employee is actively on the payroll, in accordance with the schedule below. While on unpaid status, there is no accrual of benefits.

Accrual Period

Hours Accrued

37.5-hour week Months 1 thru 48
40-hour week Months 1 thru 48
24/48 schedule Months 1 thru 48

6.25 hrs. per month
6.67 hrs. per month
10 hrs. per month

37.5-hour week Months 49 thru 108
40-hour week Months 49 thru 108
24/48 schedule Months 49 thru 108

9.375 hrs. per month
10 hrs. per month
15 hrs. per month

37.5-hour week Months 109 thru 168
40-hour week Months 109 thru 168
24/48 schedule Months 109 thru 168

11.25 hrs. per month
12 hrs. per month
18 hrs. per month

37.5-hour week Months 169 thru 228
40-hour week Months 169 thru 228
24/48 schedule Months 169 thru 228

12.5 hrs. per month
13.34 hrs. per month
20 hrs. per month

37.5-hour week Months 229 thru 288
40-hour week Months 229 thru 288
24/48 schedule Months 229 thru 288

14.375 hrs. per month
15.33 hrs. per month
23 hrs. per month

37.5-hour week Months 289 and above
40-hour week Months 289 and above
24/48 schedule Months 289 and above

15.625 hrs. per month
16.67 hrs. per month
25 hrs. per month

(Continue to Next Page)

The charts below show annual vacation use and accrual based on years of service.

37.5/40 Hour Week

<u>Year of Service</u>	<u># of Vacation Days Earned</u>	<u># of Vacation Days to Use</u>
1st	10 Days	0 Days
2nd	10 Days	10 Days
3rd	10 Days	10 Days
4th	10 Days	10 Days
5th	15 Days	10 Days
6th	15 Days	15 Days
7th	15 Days	15 Days
8th	15 Days	15 Days
9th	15 Days	15 Days
10th	18 Days	15 Days
11th	18 Days	18 Days
12th	18 Days	18 Days
13th	18 Days	18 Days
14th	18 Days	18 Days
15th	20 Days	18 Days
16th	20 Days	20 Days
17th	20 Days	20 Days
18th	20 Days	20 Days
19th	20 Days	20 Days
20th	23 Days	20 Days
21st	23 Days	23 Days
22nd	23 Days	23 Days
23rd	23 Days	23 Days
24th	23 Days	23 Days
25th	25 Days	23 Days
26th+	25 Days	25 Days

24/48 Schedule

<u>Year of Service</u>	<u># of Vacation Days Earned</u>	<u># of Vacation Days to Use</u>
1st	5	0
2nd	5	5
3rd	5	5
4th	5	5
5th	7.5	5
6th	7.5	7.5
7th	7.5	7.5
8th	7.5	7.5
9th	7.5	7.5
10th	9	7.5
11th	9	9
12th	9	9
13th	9	9
14th	9	9
15th	10	9
16th	10	10
17th	10	10
18th	10	10
19th	10	10
20th	11.5	10
21st	11.5	11.5
22nd	11.5	11.5
23rd	11.5	11.5
24th	11.5	11.5
25th	12.5	11.5
26th+	12.5	12.5

After a full 12 months of employment, anniversary date to anniversary date, all vacation must be taken between the anniversary date and December 31st. For employees hired in October, November, and December, if vacation is unable to be taken prior to December 31st, they will have until the following December 31st to take their vacation.

The Village Manager, in their discretion, may indicate in an offer of employment that a new employee will be eligible to accrue and/or use vacation at a different starting point within the schedules set forth above.

Accruals for less than a full year, earned prior to an employee's anniversary date, may be advanced with the approval of the Village Manager. Vacation may not be carried over into the next calendar year without the written approval of the Village Manager.

A vacation advance is defined as taking vacation before it is earned in the following earning year. Advances may be requested for legitimate reasons. All requests must be in writing and must be approved by the Department Head and the Village Manager. All vacation advances will be deducted from the employee's final paycheck if the employee leaves with a negative accrual.

Vacations are normally taken in full day increments. However, with the permission of the Department Head, they may be taken in less than full day increments.

The Department Head determines vacation schedules. While due consideration will be given to employee requests, operational needs of the department and the Village will take preference. Seniority may be a factor used by the Department Head in scheduling vacations.

In the event of termination, separation, or retirement, vacation benefits previously accrued which remains unused will be paid to the separating employee. If an employee leaves with a negative accrual, vacation benefits owed to the Village will be deducted from the employee's last check.

If an active employee dies, payment for accrued unused vacation will be made to the deceased employee's beneficiary.

Regular part-time employees are eligible for vacation benefits based on the following criteria:

1. Employees work at least twenty hours per week on a regular annual basis
2. Accrual is based upon budgeted regular work week schedule as a pro-ration of a full-time employee

Graduate administrative interns who usually serve a one to two year internship will accrue 30 hours of vacation per year.

SECTION 4.3C - MANAGEMENT VACATION

In addition to the regular vacation benefit, non-union, full-time executive, administrative, managerial, professional, and supervisory employees are eligible for the Management vacation benefit. The following chart identifies the classifications eligible for this benefit and the amount of their benefit. Management vacation days are available on January 1 and must be used before December 31. Unused Management vacation days may not be carried over from year to year and are forfeited after December 31 of each year.

Three (3) Management Vacation Days

Merit Pay Plan Groups V, IV, III, and II (excluding Shift Fire Battalion Chiefs)

Two (2) Management Vacation Days

Merit Pay Plan Group I
Shift Fire Battalion Chief

SECTION 4.3D - SICK LEAVE

The Village may grant Sick Leave, which is paid leave for the non-service-related illness or injury of an employee. Employees accrue sick leave benefits at the rate of one day for each month worked up to a maximum of 120 days. This number shall be divided by two (2) for sworn fire personnel working a fifty-six (56) hour workweek schedule. An employee will be eligible for sick leave compensation only to the extent that they have accrued sick leave. Full-time employees become eligible for sick leave accrual and pay immediately upon being hired. Part-time personnel, who work a regular schedule of less than that of a full-time position, shall become eligible for a prorated sick leave benefit immediately upon being hired. Graduate administrative interns who usually serve a one to two year internship will accrue sick leave at a pro-rated rate of a 30-hour per week employee.

Sick leave will be granted to an employee who is unable to report for work due to a non-work-related illness or injury, which physically prevents the employee from effectively performing their job. Sick leave will not be granted or paid for employees who are unable to work due to an occupational illness or injury or an injury or illness caused by an outside employment activity. The Department Head reserves the right to require employees to provide written, acceptable medical certification, signed by a licensed physician. The written documentation must state that the employee was unable to work on the days absent, that they were seen and treated by the attending physician, and that they are able to return to work on a specific date. While such documentation is normally required if the employee has missed three (3) or more consecutive workdays, it may be required of employees who are suspected of abusing the sick leave privilege.

As a mutual protection for the employee and the Village, the Department Head with the approval of the Village Manager, may require an employee to submit to a physical exam by a designated physician when, in the Department Head's opinion, there is reason to believe that the employee cannot perform the essential functions of the job. The employee may be required to conform to the physician's recommendation(s) as a condition of continued employment. If the physician's report states that the employee is unfit to perform the essential duties of their job because of their physical condition, the employee may be placed on a temporary off-duty related disability. The Village will normally pay for exams of this type.

To be eligible for sick leave compensation for a non-work-related illness or injury, the employee must notify their immediate supervisor of what illness or injury prevents them from reporting to work a minimum of one-half hour prior to the beginning of their normal work time. Failure to provide this advance notice or failure to provide any notice at all may result in the sick leave compensation being denied. Such notice shall include the general nature of the injury or illness, when they will be able to return to work, and the location at which that the employee is recovering. The Village retains the right to contact the employee at the location provided anytime during the employee's regular scheduled workday. Such contact may be made at the discretion of the Department Head.

Employees must work the scheduled day before and the scheduled day after any scheduled vacation or holiday. Employees who are absent any of those days due to claimed illness or injury shall not be eligible for sick leave compensation for the absences unless the Department Head approves the absences.

Other uses of the sick leave privilege include any form of preventative exam or treatment which requires the employee to take time off during normal work time to see their doctor, receive hospital or clinical services, dental care, or other similar medical services. Employees must make every effort to schedule such appointments outside normal work hours. When the appointments cannot be scheduled outside normal work hours, they should be scheduled at a time that will minimize disruptions to the production and efficiency of the workplace. Requests during normal work hours must be made to a department supervisor no less than 48 hours in advance. Such use must be requested and approved prior to the requested day of absence.

Subject to approval by the employee's department head and/or their designee an employee may utilize up to three (3) work weeks or a total of up to 120 hours of sick leave for child nurturing/bonding purposes as long as the sick leave is utilized within 3 months of the birth of a child or the adoption of a child. Employees are only eligible to use this leave if they meet the minimum eligibility criteria defined in the Family Medical Leave Act, and the use of sick leave will run concurrently with bonding leave approval under the Family Medical Leave Act. Nothing in this policy prevents an employee from taking unpaid bonding leave, or utilizing other benefit time, within the parameters provided by law, however, sick leave may only be used within three months of birth of the child. Additional Leave schedules may be approved at the discretion of the Village Manager or the Village Manager's designee.

Sick leave pay shall not be considered a right which an employee may use at their own discretion, but is a privilege approved by management when the employee is suffering from a non-work related or outside work-related illness or injury.

Part-time employees are eligible to accrue and use sick leave benefits on a pro-rated basis without the year of service or fifty percent of full-time hour's criteria.

IMRF CREDITABLE SERVICE DAYS

The following section is a summary of current rules under the Illinois Municipal Retirement Fund (IMRF) and is provided for your convenience only. IMRF has final decision-making authority regarding all benefits it administers. This handbook does not and cannot alter IMRF benefits in any way. The Village has no control over the administration of IMRF benefits. Employees with questions about their IMRF benefits should contact IMRF.

Employees that are covered under IMRF are eligible to receive a maximum of six (6) months additional creditable service with IMRF for unused unpaid sick leave upon retirement. Creditable Service Days are accrued at the rate of one day for each month of service after the employee accumulates 120 Sick Leave Days, to a maximum 120 Creditable Service Days. Creditable Service Days can only be applied toward additional IMRF creditable service. In total, an employee may accumulate up to 120 sick leave days and 120 IMRF Creditable Service Days. These Creditable Service Days will not be used towards paid sick leave award.

SECTION 4.3E - BEREAVEMENT LEAVE

Full-time employees may be eligible for paid Bereavement Leave in the event of a death in the employee's immediate family. The initial days of absence, up to three (3) days, used for the Bereavement Leave shall not reduce Sick Leave accruals.

The immediate family is defined as:

- Spouse
- Civil Union Domestic Partner
- Brother or Sister
- Child
- Parent or Parent-in-law
- Grandchild
- Grandparents
- Brother or Sister-in-law
- Son or Daughter-in-law
- Grandparents of Current Spouse

no matter where they live, and any other relative (by blood, marriage, or adoption) living in the employee's household.

An employee, with the approval of their Department Head, may be authorized to use up to 7.5 or 8 hours of sick time to attend a funeral not covered by this policy.

Part-time employees are eligible for Bereavement Leave: Part-time employees may be eligible for paid Bereavement Leave in the event of a death in the employee's immediate family. The initial days of absence, up to three days, used for the Bereavement Leave shall not reduce Sick Leave accruals.

SECTION 4.3F - EMERGENCY LEAVE

In cases where an employee experiences a serious illness or injury to a member of their immediate family (as defined in Section 4.3E), the employee will be eligible for Emergency Leave time.

Eligibility for Emergency Leave time shall be determined by a Department Head, and up to three (3) days may be granted for that purpose. The Village Manager may extend this time limit. Emergency Leave shall reduce accrued sick time totals.

Part-time employees are eligible for Emergency Leave: Eligibility for Emergency Leave time shall be determined by a Department Head, and up to three (3) days may be granted for that purpose. Such days will be prorated based upon their budgeted regular workweek schedule of hours (prorated) and shall reduce Sick Leave accruals

SECTION 4.3G - FAMILY AND MEDICAL LEAVE

The Village will comply with the provisions of the Family and Medical Leave Act of 1993.

The Family and Medical Leave Act of 1993 (“FMLA”) was enacted to allow eligible employees to help balance their work and family life by being able to take reasonable unpaid leave for certain covered reasons. Pursuant to the FMLA, the Village offers unpaid, job-protected leave to all eligible employees for specified family and medical reasons with continuation of health insurance coverage under the same terms and conditions as if the employee had not taken leave. Time off that is available under another leave policy and the Village’s FMLA policy will run concurrently. Additionally, in some cases, employees will be required to use earned paid time off options while on otherwise unpaid FMLA leave.

A. Rights and Responsibilities

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- 1) for incapacity due to pregnancy, prenatal medical care or childbirth;
- 2) to care for the employee’s child after birth, or placement for adoption or foster care;
- 3) to care for the employee’s spouse, son, daughter or parent, who has a serious health condition; or
- 4) for a serious health condition that makes the employee unable to perform the essential functions of their job.

B. Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition”.**

C. Benefits and Protections

During an employee's leave of absence for Family and Medical Leave, the employee's group health insurance and life insurance plan shall continue under the same conditions, as coverage would have been provided if the employee had continuously been employed during the leave period. Employees' contributions to premiums continue at the same level as if they were actively employed plus an additional administrative fee may be charged as allowed by law. If there is a change in the employee's share of premium costs, the employee will be notified of the change and expected to pay the premium they would have paid had they not been on leave. The employee is responsible to submit the employee portion of the insurance premium to the Finance Department by the first of each month. Employees, who have questions or desire clarification, should contact the Assistant Village Administrator.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

D. Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months and if at least 50 employees are employed by the employer within 75 miles.

E. Definitions

- 1) "Child" means a child under eighteen (18) years of age, or eighteen (18) years of age and older who is incapable of self-care because of a mental or physical disability.
- 2) "Eligible Employee" means an employee who has worked for the Village for at least twelve (12) months and has worked a minimum of 1,250 hours during the year preceding the start of the leave.
- 3) "Health Care Provider" means a doctor of medicine or osteopathy, or any other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives authorized to practice by state law, and Christian Science practitioners.
- 4) "Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.
- 5) "Medical Necessity" means there must be a medical need for the leave, as distinguished from voluntary treatments or procedures.
- 6) "Serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the

employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- 7) "Twelve Month Period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. Under the "rolling" 12-month period, each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example: If an employee takes three weeks leave beginning February 1, three weeks leave beginning May 1, three leave weeks beginning August 1, and three weeks leave beginning November 1, the employee would not be entitled to any additional leave until February 1 the following year.

F. Use of Leave

Family Medical Leave designation is not an option of the employee, the employee's Supervisor, or the Village. The federal government sets out criteria in the Family and Medical Leave Act of 1993, with which the Village is required to comply. If any employee's leave meets the standards set forth in the Act, the Village is required to designate the leave as FMLA leave. The Village Administrator is responsible for making such determination.

Except for leave to carry for the birth or adoption of a healthy child, an employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

G. Other Applicable Leaves

FMLA will run concurrently with any other applicable leave. For instance, worker's compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA-qualifying.

H. Substitution of Paid Leave for Unpaid Leave

Employees on approved FMLA leave are required to use applicable accrued sick leave, personal leave, compensatory time, or vacation leave, in that order, prior to leave without pay. Such paid time will run concurrently with the approved unpaid FMLA leave time. After such paid leave time has been exhausted, any remaining FMLA leave time will be unpaid. Employees shall not "accrue" sick leave while on unpaid Family Medical Leave, but will continue to "earn" vacation leave, updated upon their

annual service anniversary date, as if they were not away from their job, in accordance with federal regulations.

I. Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible because the reason for leave is not foreseeable, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform their job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

J. Returning from Leave

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

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Director of Human Resources Department. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided. Such certification may be required periodically if you take intermittent leave.

K. Employer Responsibilities

The Village will notify employees requesting leave whether they are eligible for leave under FMLA, if leave will be designated as FMLA protected, and the amount counted against the employee's leave entitlement. If the Village determines that the leave is not FMLA-protected, the Village will notify the employee.

The Village may require certification, on a periodic basis, of the employee's or family member's continuing serious health condition by the employee's or family member's physician and/or a physician selected by the Village.

SECTION 4.3H - MILITARY LEAVE

A military leave of absence is available for anyone who voluntarily or involuntarily leaves employment positions to undertake military service or certain types of service in the National Disaster Medical System for a period of up to five (5) years or less of cumulative military service while with this employer. Military services include the U.S. Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and the reserve components of each of these services. Rights are also extended to employees who receive federal training or perform service in the Army or Illinois National Guard and Air National Guard.

An employee who provides notice of active military service will be granted a military leave of absence to participate in the required military service. Employees will be required to provide a copy of military orders and any additional requested documentation to facilitate the proper administration of differential pay and benefits.

Employees on approved military leave may use accrued vacation, personal or compensatory time during their military leave, but are not required to do so. Employees on approved military leave, to the extent they were eligible prior to the leave, shall continue to earn vacation leave time, sick leave time and personal leave time, be provided the opportunity to continue in the Village's group health and dental plans, continue participation in any applicable pension plan, and shall receive holiday pay and any other benefits as may be entitled by law. If the employee does not choose to continue the Village's group health insurance during the leave, the employee shall be permitted immediate reinstatement into the group health plan when the employee returns from military service.

Compensation

Employees who are members of a reserve component shall continue to receive their full Village compensation during their annual training commitment for up to 30 days per calendar year. Employees who exhaust their concurrent compensation for annual training may be eligible for differential compensation.

An employee on military leave will be eligible for continuing differential pay as authorized by law:

- An employee who is a member of a reserve component and performs qualifying voluntary active service is eligible for up to 30 workdays of differential compensation in a calendar year.
- An employee who is a member of a reserve component and is ordered to perform involuntary active service is eligible to receive additional differential compensation.
- Differential compensation is only paid for those workdays where the employee would otherwise have been scheduled to work. Work hours extending over two calendar days counts as two workdays when calculating differential compensation.

An employee may elect the use of accrued vacation, annual or similar leave with pay in lieu of differential compensation during any period of military leave or during any period of unpaid military leave.

Employer-provided health insurance plan benefits will be provided for members of a reserve component

during leave in accordance with federal and state law, except that Village will continue to pay its share of the insurance premium and administrative costs during the employee's "active duty" as defined by Illinois law.

Return to Work

Unless the Village's circumstances have changed to the extent that it would be impossible or unreasonable to provide reinstatement, eligible employees on military leave related to active military service, in addition to rights provided by federal law, shall, after timely notice of intent to return to work, be restored to a position with such seniority, status, and pay as such employee would have had but for the employee's absence for active military service or to a similar position of comparable seniority, status, and pay. If such employee is unable to perform the duties of such position due to a disability sustained during such active military service, then the employee shall be offered employment in, another position that the employee is qualified to perform and that will provide the employee, to the greatest extent possible, with comparable seniority, status, and pay, if such a position exists. Employees returning from military service must make application for re-employment in a timely after being relieved from military service or from hospitalization continuing after discharge for a period of not more than 1 year based on the following schedule of military service:

- a. Fewer than 31 days of service: Employee must return to work on the first full day of release, taking into account safe travel home, plus an 8-hour rest period;
- b. Between 31-180 days: Employee must submit application for reemployment within 14 days of release from service;
- c. More than 180 days: Employee must submit application for reemployment within 90 days of release.

This policy is a summary of the Village's policy which is intended to comply with state and federal military leave laws. It is not the Village's intent to broaden or narrow the Village's obligations under state and federal law, and the policy should not be read or interpreted in a manner that would do so.

SECTION 4.3I - NECESSARY TIME OFF TO VOTE

If an employee finds that due to circumstances beyond their control, they cannot reach their assigned polling place either before or after scheduled work hours, they will be permitted to be absent from work for a period not to exceed two hours. The time that an employee will be permitted to leave the workstation shall be determined by the Department Head based on operational requirements. Employees must submit requests to use this benefit before the day of the election.

The time the employee is away from the workstation for purposes of voting shall only be used to vote in the election. Such time as the employee is absent from work shall be eligible for normal compensation. The time shall be recorded as authorized time away from work.

SECTION 4.3J – ELECTION JUDGE LEAVE

Upon providing the Village with at least 20 days' written notice, you will be granted an unpaid leave from work without penalty for the purpose of serving as an election judge. However, you may substitute accrued paid vacation, personal or compensatory leave in lieu of unpaid leave while serving as an election judge. The Village reserves its rights under this Act to permit no more than 10% of the Village's employees to be absent for this purpose on the same election day.

SECTION 4.3K - JURY DUTY LEAVE

Employees who are required to serve on a jury and would otherwise have been actively at work are eligible to receive full pay for work time missed in this service. Such payment is made provided the employee provides advance notice to their supervisor. Fees associated with this service may also be retained by the employee. If an employee is excused from jury service for any day or days during their required period, they are expected to report for work as usual.

SECTION 4.3L - WITNESS LEAVE

Occasionally, employees may be subpoenaed to be a witness in a formal legal procedure unrelated to normal Village work activities. If so required, and such appearance is not in the employee's self-interest such as being a plaintiff or as a defendant, and if the matter does not include a claim against the Village, the employee may be eligible to receive full pay for such time including any fees they receive as a result of their appearance. Advance notice to their supervisor is required for approval. An employee is expected to return to work as soon as is possible following such appearance.

Witness appearances directed by the Village or its attorneys as a direct result of work activities shall be considered normal work assignments.

SECTION 4.3M – ILLINOIS BLOOD DONATION LEAVE

The Village complies with the general provisions of the Illinois Blood Donation Leave Act.

Employees who donate blood at a Village sponsored, on-site blood drive will be allowed up to one (1) hour of paid time for the purpose of blood donation and two (2) hours for blood platelets donation. Employees must obtain approval from their supervisors, and their time away from their job will not incur additional costs or coverage issues.

Employees who donate blood off-premises, not in connection with a Village sponsored event, may do so on unpaid time no more than once every 56 days. Employee must obtain written approval from their supervisors by submitting a request for leave form no less than five (5) working days prior to using such time. Donations must be scheduled at the start or end of the employee's workday. Upon return to work, the employee must provide documentation substantiating the blood donation for this time.

SECTION 4.3N - ADMINISTRATIVE LEAVE

In the case of non-unionized Executive, Administrative, Managerial, Supervisory, or Professional personnel, it is implicit in the nature of their positions, that time beyond normal work schedules may be required. As a means to recognize responsible, dedicated service, these employees may be eligible for leave under this provision as recommended by their Department Head and approved by the Village Manager in advance of taking this time. It will be entirely at the Village Manager's discretion and should not be considered as compensatory time.

SECTION 4.3O – ILLINOIS SCHOOL VISITATION RIGHTS ACT

Employees who have been employed for at least six (6) months are entitled to a maximum of eight (8) hours of unpaid leave per school year, with no more than four (4) hours being taken in one day. An employee requesting leave under this Act must provide a written request for the leave at least seven (7) days in advance, except in the case of emergencies. This leave is intended to be used as a last resort by employees who have no other paid (vacation, floating holiday or compensatory time) time available and who have made every attempt to schedule the visit during non-working hours.

The employee must provide his/her Supervisor with documentation of the visit as provided by the school administrator within two (2) working days of the school visitation. If notice is not provided within the required time frame, the employee is subject to applicable disciplinary procedures for unexcused absences. This is unpaid leave; however, the Village will attempt to make reasonable efforts to accommodate an employee who wishes to make up the time, provided it is not disruptive to normal Village operations.

SECTION 4.3P – VICTIMS' ECONOMIC SECURITY & SAFETY ACT POLICY

The Leave Policy. Illinois employees may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic violence, sexual assault, or stalking. You may take this leave to seek services for a victim of domestic or sexual violence if the victim is: 1) yourself, 2) a covered family member (spouse, child, parent) or 3) a household member (who is currently residing with you). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are averse to the victim's interests. The employee may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or physically disabled and incapable of self-care. You are eligible to take up to 12 weeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave.

Reasons For Leave. You 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 you misrepresent facts in order to be granted a VESSA leave, you will be subject to immediate termination.

Notice Of Leave. You must give the Village at least 48 hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If you are unable to provide advance notice, you must provide notice when you are 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.

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 it is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences will be treated according to the Village's attendance standards.

Reporting While On Leave. You may be required to contact your supervisor on a regular basis regarding the status of your leave and your intention to return to work.

Leave Is Unpaid. VESSA leave is unpaid leave. You 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 you, because you are temporarily disabled due to domestic or sexual violence, you may use any accrued sick time for that portion of the leave. You 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.

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

Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. You will remain entitled to all of your benefits which accrued prior to your leave, however.

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 you work per workweek or workday). If leave is unpaid, the Village will reduce your salary based on the amount of time actually worked.

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 be designated as VESSA leave.

Returning From Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved VESSA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own medical or psychological condition, you are required to provide medical certification that you are fit to resume work, according to the Village’s usual policies.

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 you are an otherwise qualified individual who can perform the essential functions of your job, but need such an accommodation, the Village may provide an adjustment to the job structure, workplace facility, work requirements, or your telephone number, seating assignment, or physical security of your 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 Office of Human Resources.

Confidentiality. The Village will maintain your written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The Village will not disclose the nature of your leave other than to those specific persons who need to know in order to ensure you receive your VESSA rights.

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 you feel you have been denied your VESSA rights or if you feel you have been treated unfavorably for having exercised any VESSA rights, you should immediately report such action to Office of Human Resources. The Village will investigate your concerns and take corrective action if it determines that someone has violated the Village’s VESSA policy.

SECTION 4.3Q - PERSONAL UNPAID LEAVE DUE TO INJURY OR ILLNESS

Unpaid leave of absence is only granted due to non-work-related illness or injury as specified in the policy below.

An employee, who has suffered a non-work-related illness or injury and who exhausts all accrued benefits, (sick leave, holidays, and vacation), may be placed on a personal unpaid leave of absence with the approval of the Village Manager. If the employee is permitted such leave, the Village Manager shall set the time period based on the circumstances in the specific case. Benefits will not accrue during such unpaid leave and in no case shall the leave be extended beyond one year. An employee on unpaid leave will be permitted to continue their coverage under the group health and group life plans at their own cost.

If the employee is certified as permanently disabled and unable to perform his or her essential job functions, with or without reasonable accommodations, as a result of the non-work related illness or injury, the employee will be terminated by the Village Manager effective on the date of such certification.

Requests for unpaid leave shall be in writing to an employee's supervisor and shall include a specified period for the leave and any appropriate documentation available. (Doctor's statements and admission acceptance letters are examples of acceptable documentation.) The Village Manager, upon the recommendation of the Department Head, may approve or disapprove such request on the basis of operational requirements of the department, availability of temporary substitute employees, the performance and attendance record of the requesting employee, and the reason for the request.

Employees requesting such a leave must understand that there is no guarantee of reinstatement to any position in the Village upon completion of the leave.

SECTION 4.3R - REQUIREMENT TO PROVIDE WRITTEN REQUESTS FOR LEAVES OF ABSENCE PRIOR TO HAVING THE LEAVE APPROVED

For any type of leave other than legally required leaves, requests and approvals must be submitted in writing and must come well in advance of requested leave time.

There may be instances when due to unusual circumstances such requests and approvals may not come in written form. In such cases verbal requests and approvals will be reduced to writing as soon as is practicable.

SECTION 4.4A - MEDICAL AND DENTAL BENEFITS

One of the most valuable benefits provided by the Village to its employees is the choice to participate in the Village Health Care Program which consists of Medical and Dental benefits. Each eligible employee has the opportunity to make a number of choices about Medical and Dental care. They may choose to participate or not to participate. They may choose between available plans for Medical and Dental coverage. The Village reserves the right to change any aspect of the Village Health Care Program at any time. Nothing in this handbook should be construed as a guarantee of current or future benefits.

Eligibility

Active full-time employees.

As required by Federal Legislation, any active employee working at least 30 hours per week is eligible to participate in the Village's health insurance program. Absent Federal Legislation, active part-time employees are eligible provided they have at least fifteen (15) years of service and work at least thirty (30) hours per week.

To the extent required by the Insurance Code, retirees are eligible to participate in the provided they are eligible for a regular, disability, or deferred pension in the case of sworn personnel; or a regular or disability pension for IMRF participants. Retirees must sign up for Retiree Insurance Coverage prior to their last workday.

Spouses and eligible dependents of deceased active employees are eligible to participate in accordance with applicable State and Federal Laws.

Spouses and eligible dependents of deceased retirees are eligible to participate in accordance with applicable Laws. Eligibility in Village sponsored health care plans is discontinued upon eligibility for Federally sponsored health care benefits (Medicare). Medicare supplementary programs are available through the Village.

Cost

All active employee health care plan participants are required to contribute fifteen (15) percent of the monthly health care premiums, which premiums may be changed from time to time. The Village contributes the remaining eighty-five (85) percent. The employees' percentages for their contributions may be increased or decreased by the Village depending upon the circumstances.

All other participants are required to contribute one hundred (100) or one hundred two (102) percent (COBRA) of required monthly premiums, or an amount designated by the Village Board.

Open Enrollment

All health care plan participants with the exception of those participating under the provisions of COBRA may participate in the annual open enrollment process.

All health care plan election changes outside the open enrollment process are subject to and based upon qualifying family status changes.

Basic Plan

The Village's "basic plan" for health insurance benefits under PSEBA is the lowest-cost health insurance plan in effect at the time of open enrollment. The basic plan does not include dental, vision, life, deductible contributions, or any other form of supplemental insurance benefits.

SECTION 4.4B - LIFE INSURANCE

The Village provides all active full-time employees with a Term Life Insurance policy in an amount equal to one (1) times the employee's annual salary at no cost to the employee. Additional Life Insurance may be purchased by employees.

Retirees who are eligible for health care program participation are also eligible for participation in the Life Insurance program.

Part-time employees are ineligible for participation in Life Insurance.

SECTION 4.4C - COST CONTAINMENT RELATING TO HEALTH CARE BENEFITS

The Village reserves the right to institute cost containment measures relative to insurance coverage while providing the same or reasonably similar basic levels of benefits for all employees. On an annual basis, the Village sets the monthly premium levels upon which the current 85% Village contribution and the current 15% employee contribution are based. Establishing deductibles, co-payment levels, and other features of the Village's insurance plans also falls within the jurisdiction of the Village and may be changed from time to time.

SECTION 4.4D - TRAVEL RELATED BENEFITS

Employees are compensated for business travel related expenses in accordance with the most current policy on this subject, included in the Appendix of this Policy.

SECTION 4.4E - UNIFORM BENEFITS

Where necessary, the Village will provide uniforms for employees. Employees are responsible for the condition of the uniforms and shall maintain them in a reasonable fashion. Uniforms shall be worn only during working hours, or directly to and from work.

SECTION 4.4F - WORKER'S COMPENSATION BENEFITS

The Village and all Village employees operate under and are subject to the Illinois Worker's Compensation Act and the Illinois Occupational Diseases Act.

It is Village policy to provide a safe and healthful work environment.

Employees are required to perform their jobs in a safe and attentive manner.

Notwithstanding the above requirements, employees may occasionally suffer an accident, injury, or illness arising out of or in the course of employment. In such cases, the Village will normally provide and pay for all necessary first aid and any reasonable medical services normally required as a result of the injury or illness.

Reporting Requirement

An employee who is injured or becomes ill as a direct result of their work must report the injury or illness to their supervisor immediately, unless physically unable to do so. This rule applies regardless of how small or how big the employee may perceive the injury to be. The supervisor is required to complete the "Supervisor's Investigation Report" form and submit it to the Finance Department immediately for insurance and recording purposes. The report must be completed in its entirety.

If the report cannot be submitted to the Finance Department that same day, the Supervisor is required to verbally notify his Department Head and the Finance Department that the incident has occurred. The report must then be completed and submitted within twenty-four (24) hours.

Compensation for an On-the-Job Injury

If an employee incurs an injury or illness arising out of or in the course of employment, an employee will normally be compensated in the following manner.

If the employee is unable to work for three (3) workdays or less, the employee will generally receive full pay for time lost.

If the employee is unable to work for more than three (3) work days, the statutorily required compensation benefit of two-thirds (2/3) pay will be supplemented by the Village with one-third (1/3) pay to provide full pay to an employee for a period not to exceed one (1) year. Any absence from work in excess of one year will revert to the statutory benefit provided by the Illinois Worker's Compensation Act.

As a condition of receiving this benefit, the employee agrees to submit to any medical authorities chosen by the Village to obtain a medical opinion(s), (at Village expense), if it is determined by the Village that a medical opinion(s) is required; and

That the employee agrees to make every effort to return to work (regular or light duty) as quickly as is practical to do so and will not engage in any activities that are detrimental to the employee's speedy and complete recovery.

At no time does an employee forfeit the right to select medical authorities or facilities for obtaining diagnosis or treatment as provided by State Statute.

The one-third supplemental benefit will continue for a period not to exceed one (1) year.

Utilization of Accrued Benefits

In accordance with State statutes, the Village will carry over any unused vacation days or floating holidays. Fixed holidays celebrated during the employee's absence from work will not be re-scheduled nor carried over. Work reduction days will not be re-scheduled or carried over. Compensatory time will be paid out as part of the routine process at the end of the fiscal year.

Supplemental Use of Accrued Vacation and Floating Holiday Benefits

Employees who are disabled as a result of a work related injury or illness, and who have exhausted the one-third supplemental pay benefit as stated above, and who have accrued benefits in accordance with this policy, will be allowed to use accrued vacation and floating holiday benefits immediately following the exhaustion of the one-third supplemental pay benefit. Such use of the accrued vacation and floating holiday shall be consecutive. Use shall be consecutive and shall be at a rate of one day used for each day off. Following the exhaustion of these benefits, the two-thirds statutory compensation will begin. Sick leave benefits may not be used at this time.

Payment for Group Benefit Plans while using accrued benefits will be provided at the same level as was provided during the period of active employment or during the period of use of supplemental pay benefits. When the employee reverts to two-thirds pay, the employee will be responsible for 100% of all required payments for Benefit Plans.

Worker Shortage

When a department experiences a worker shortage due to a work related injury(s), and when it can be shown that such absence will continue for a period of time in excess of thirty (30) calendar days, a department may replace the ill or injured employee with a temporary substitute.

Although the Village does not guarantee the employee's reinstatement to their original position, the Village will permit employees, who have been absent from work due to a work related illness or injury, to resume their job duties if the position they absented themselves from is still in existence and if it otherwise makes sound management sense to do so. If the position no longer exists, they will be laid off in accordance with the appropriate layoff provisions.

Light Duty Status

It is in the best interest of the employees and the Village to have employees who have been injured or who become ill as a result of a work-related incident, return to work as soon as they are physically able. Therefore, following a work related illness or injury, an employee who is capable of working at some level and capacity may be assigned such work within their work restrictions as may be beneficial to the employee and the Village. Light Duty Work is never guaranteed.

The Village shall review each case on an individual basis and shall determine if the employee's work restrictions allow the employee to fill a Light Duty Work Status.

The Department Head shall consult with the employee and the appropriate medical/professional person as may be appropriate. After carefully reviewing the circumstances of each case, the Department Head shall make a recommendation to the Village Manager indicating whether the employee should be classified in a Light Duty Status position and the work responsibilities while in such Light Duty position. If Light Duty is recommended by the Department Head, such recommendation must include a written medical opinion from a qualified physician stating the employee is able to return to work in a Light Duty Status. Based on the doctor's written statement, the Department Head shall identify the duties that could be performed by the employee, as well as the recommended length of the Light Duty Work status. The

Village Manager shall review each case and shall decide if the Light Duty assignment will be authorized. The employee may be directed by the Village to any medical authority (at Village expense) for a medical examination when it is considered appropriate.

The Village Manager shall establish the terms and conditions, as well as the duration of the Light Duty assignment, based upon the circumstances of each specific case. Upon receiving authorization to place the employee on a Light Duty assignment, the Department Head shall immediately advise the employee and direct the employee to report for the assignment.

An employee assigned to a Light Duty assignment will be paid at a rate equal to that of their regular rate of pay. Employees may be assigned to any Village-related function based on the determination of the Village Manager and the needs of the Village.

SECTION 4.4G - DEFERRED COMPENSATION PROGRAM

The Village offers all regular full-time and regular part-time employees the ability to participate in the Deferred Compensation Program as prescribed within the terms and conditions of the plan in effect. The Deferred Compensation Program may be changed by the Village from time-to-time.

SECTION 4.4H - SERVICE AWARD PROGRAM

Employees completing five, ten, fifteen, twenty, twenty-five, thirty, and thirty-five years of service and those that retire with at least 15 years of service and are eligible to draw a pension shall receive awards in recognition of that length of faithful, continuous service.

SECTION 4.4I – RETIREMENT HEALTH AWARD BENEFIT PROGRAM

This benefit program, sponsored by the Village provides eligible employees with a monetary award, post retirement, to offset retiree health care costs. The Retirement Health Award Benefit Program is available to all regular full-time and regular part-time employees not covered by a collective bargaining agreement under the following eligibility requirements:

1. Employees must have a minimum of twenty (20) years of total employment with the Village.
2. Be at least age 50 and eligible to draw retirement benefits.
3. Provide at least four (4) weeks' notice of the intent to retire.
4. Be retiring in good standing as determined by the Village of Elk Grove.
5. At the time of separation, the employee must have accrued in the bank at a minimum, the following number of sick leave days:

For 37.5/40 Hour Workweek

For 24 Hour Shift

80 days

40 days

In recognition of dedicated service, an employee will receive an award equal to the value of 50% of the accrued sick time at the hourly rate in effect at retirement. The award will be paid on the first of the month

following their retirement date. The award will be deposited by the Village, in the name of the employee, in the employee's Retiree Health Savings Account.

If any of the above eligibility requirements are not met by the employee upon retirement, the employee is ineligible for the Retirement Health Award Benefit Program.

Payments are subject to IRS requirements in effect at the time.

Employees that are covered by a collective bargaining agreement should refer to their union contract.

SECTION 4.4J – RETIREE HEALTH SAVINGS PROGRAM

The mandatory Retiree Health Savings Program will provide merit employees not covered by a collective bargaining agreement who are eligible for Floating Holidays the ability to fund a supplemental retirement health plan. The contributions are on a pre-tax basis during the employee's working tenure. Moreover, any interest earnings are not subject to income tax. After separation from the Village, any medical expenses eligible by IRS rule can be reimbursed on a pre-tax basis.

For any employee not covered by a collective bargaining agreement, the Village will place the hourly value of at least 7.5 hours, but no more than 32 hours, of remaining Floating Holiday time at calendar year end (December 31st) into a Retiree Health Savings Program. For employees separating service before the end of the calendar year, the hourly value of their remaining Floating Holiday time will not be transferred into the Retiree Health Savings Program. The Village may require the employee to declare the amount of Floating Holiday time that will be dispersed for this program during an Open Enrollment period.

Employees that are covered by a collective bargaining agreement must refer to their union contract due to mandatory IRS participation requirements.

SECTION 4.5A - PAYROLL PERIODS

The payroll period is two weeks in duration. Paychecks will be distributed on the appropriate payday (typically Friday), except when the payday is an official holiday. In such cases, the paychecks will be distributed the day before the holiday. For purposes of calculating employee's paychecks, the following policy will be followed:

1. Sworn personnel and personnel who work variable shifts shall have their salaries computed in accordance with their labor agreement if applicable.
2. General personnel who are paid a base salary shall have their pay computed based on their annual salary.
3. Hourly employees shall be paid on the basis of the hours that are actually worked during the pay period.

SECTION 4.5B – DIRECT DEPOSIT

The opportunity to electronically deposit paychecks is provided to all employees provided they properly complete all required forms and submit them to the Finance Department.

All employees are highly encouraged to use the Village's Direct Deposit program. Direct deposit is available to all active employees and retirees. Information on how to sign up can be obtained from the Finance Department or Human Resources Office. Employees who may be on vacation or unavailable to accept a paper paycheck are highly encouraged to sign up for Direct Deposit on a permanent basis.

SECTION 4.6 - RETIREMENT AND PENSION

The following section is a summary of current rules under the state-established pension plans and is provided for your convenience only. The pension funds are not managed by the Village of Elk Grove Village. The pension funds have final decision-making authority regarding all benefits they administer. This handbook does not and cannot alter state-established pension benefits in any way.

Employees may be eligible to participate in a retirement program governed by the policies and benefits as prescribed by the various retirement and pension programs. Both the Village and the employee shall contribute an amount prescribed by policy or statute. The current retirement programs and the eligible participants are:

- A. ILLINOIS MUNICIPAL RETIREMENT FUND – Persons (except sworn Police and Fire personnel) employed on jobs that normally require one thousand (1,000) or more hours per year, normally participate in IMRF. This Statewide plan was created by Illinois Law.
- B. POLICE PENSION FUND - Sworn Police Personnel are normally eligible to participate in the pension fund. Within three (3) months after being appointed to the sworn position, the Police Officer must make a written application to the Police Pension Board if they wish to participate. The Police Pension Board will make a decision to accept or reject the application based on the criteria provided in the State Statute.
- C. FIREFIGHTERS' PENSION FUND - All sworn Fire personnel must make a written application to the Fire Pension Board within three (3) months if they wish to participate. The Fire Pension Board will make a decision to accept or reject the application based on the criteria provided in the State Statute.
- D. SOCIAL SECURITY/ FICA - All employees, except ineligible Sworn Fire and Police personnel, must participate.
- E. MEDICARE – All general employees and Fire and Police personnel hired after April 1986, participate in Medicare.

ARTICLE 5

SECTION 5.1 - SEPARATING FROM VILLAGE EMPLOYMENT

Employees leave service with the Village in many ways, the most common being resignation and retirement.

SECTION 5.1A - RETIREMENT

The mandatory retirement age for sworn police officers and firefighters appointed by the Fire and Police Commission is sixty-five (65) years of age as stipulated by 65 ILCS 5/10-2.1-17.

Social Security and/or the Illinois Municipal Retirement Fund cover all eligible employees, except sworn Fire and Police personnel. Illinois Law created IMRF. Length of service and average earnings determines the amount of the pension. Employees are encouraged to consult with IMRF regarding their pension benefits.

Sworn Police and Fire personnel are encouraged to consult with their Police or Fire Pension fund regarding their pension benefits.

For more detailed information on pension benefits, employees are encouraged to contact the Human Resources Office, Finance Department, or members of their respective Pension Boards.

SECTION 5.1B - RESIGNATION

Preferred notice of resignation for retirement purposes is four (4) weeks. Employees shall submit a written letter of resignation or retirement stating the reasons and the effective date of their action to their Department Head and the Fire and Police Commission if applicable.

During the notice period, earned benefit days (vacation and floating holidays) may not be used except that if notice is given in excess of four (4) weeks (twenty working days). Employees who do not give at least four (4) weeks' notice of their retirement forfeit the ability to receive the Retirement Health Benefit Award Program described in Section 4.4I above. This forfeiture may be waived in cases of hardship where the untimely retirement notice is due to no fault of the employee, as determined by the Village Manager in his discretion.

The Department Head shall route the notice of resignation to the Village Manager's Office and it shall become a part of the employee's personnel file.

All notices of resignation are deemed accepted immediately upon receipt. The Village Manager retains the sole right to allow an employee to rescind any notice of resignation or modify the effective separation date.

Failure to provide at least two (2) weeks' notice of resignation or retirement will result in the employee's personnel record to indicate that the employee did not leave in good standing, and that any eligibility for re-hire will be forfeited.

SECTION 5.2 - DISPOSITION OF THE FINAL PAYCHECK

The final paycheck will normally be available to be picked up in the Human Resources Office (or mailed or direct-deposited, if so arranged) on the next regular payday covering the period that includes the employee's last day worked.

Prior to distribution of the final check, the employee will be responsible to return to the Village all Village property including uniforms, keys, tools and equipment.

A separation checklist will be maintained in the Department and in the Human Resources Office.

SECTION 5.3 - EXIT INTERVIEW

In addition to the normal exit interview forms completed by the employee at the time of sign out with the Village, each employee separating in good standing should be provided with the opportunity to meet with the Village Manager and/or Personnel Committee of the Board of Trustees. Such meeting will be arranged by the Human Resources Office and will occur after the employee's final day of service.

ARTICLE 6

SECTION 6.1 - SOLICITATION

Employees are expected to devote their full attention to their assigned duties during work hours. Except for requests for contributions for gifts or receptions, held only during breaks or lunch periods, specifically to honor employees on their retirement, resignation from Village employ, or other events of personal significance, the following rules shall be in effect:

1. Employees may not solicit for or distribute literature during work hours on behalf of any organization, charity or cause except during non-work periods such as breaks or lunch periods. The Village may solicit for or distribute literature on behalf of a charity or cause.
2. Employees who wish to solicit for any organization, charity or cause may not disturb other employees when the other employees are working.
3. Employees may not distribute literature on behalf of any organization, charity or cause in working areas.
4. Employees who wish to solicit for or distribute literature on behalf of any organization, charity or cause must do so in a manner and location, which does not disturb members of the public who are transacting business with the Village.
5. Non-employees of the Village may not solicit or distribute literature on behalf of any organization, charity or cause on Village property, which is not open to the general public.
6. Non-employees who wish to solicit or distribute literature on behalf of any organization, charity or cause on Village property, which is open to the general public, must do so in a manner and

location, which does not interfere with the conduct of Village business.

7. If Village employees elect to participate in such activities, they are prohibited from using their position as a Village employee either directly or indirectly to influence a person's or business's generosity. Additionally, such solicitation may not be done as part of an employee's regular work activity or on Village time.

SECTION 6.2 - POLITICAL ACTIVITY

It is a violation of State statute and Village policy to use Village resources for any political purpose. To serve the best interests of the employee, taxpayers, and Village government, it is the policy of Elk Grove Village to restrict certain types of political activity without infringing upon the employees' right to exercise their suffrage as citizens. The purpose is to safeguard the employee from political pressure to support financially or otherwise any political party or person. Another important reason is to safeguard the interest of the public who all municipal employees must serve without political bias and without regard to their political opinions or affiliations.

This policy has been developed not to restrict one's constitutional rights but to protect the neutrality of public service personnel.

Therefore, employees are prohibited from:

1. Using their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office.
2. Directly or indirectly coercing, attempting to coerce, commanding, or advising a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee organization, agency or person for political purposes. Moreover, employees are prohibited from soliciting funds as noted in Section 6.3.
3. Being a candidate for any elective governmental office if, at any time, political activity involved in being a candidate occurs while the employee is on duty.
4. Prohibited political activity shall include, but not be limited to, the following:
 - a. Assembly, copying, delivery or construction of campaign material, or installation of campaign signs when on Village time.
 - b. While on Village time, communication with campaign workers or with voters soliciting votes or any communication relating to the campaign in any manner whatsoever.
 - c. Any communication to advocate for or against a political party, candidate, or referendum using Village resources or equipment.
 - d. Discussing issues of the campaign with co-workers while on duty except during authorized lunch or break periods.

- e. Writing speeches or preparing agendas for campaign activity while on Village time or using Village equipment.
- f. Any similar conduct relating to a political campaign which disrupts the work force or otherwise interferes with the employee's performance of his or her required duties.
- g. Other than elected officials, employees can never utilize their official Village title when engaged in political messaging.

On the other hand, employees on their own time shall be permitted to:

1. Express their opinions on political subjects and candidates;
2. Take an active part in political management and political campaigns;
3. Campaign for a candidate in a partisan election by making speeches, writing on behalf of the candidate, or soliciting voters to support or oppose a candidate;
4. Attend political rallies or partisan campaign meetings;
5. Transport voters to the polls for their convenience;
6. Make voluntary contributions to a political party or organization.

SECTION 6.3 - REIMBURSEMENT FOR LOSS OF PERSONAL ITEMS

The Village of Elk Grove will not reimburse any Village employee in any manner or form, for any personal objects, possessions or clothing which are lost or damaged, either while on-duty or off-duty, as an employee of the Village, unless the employee can prove liability rests with the Village. Personal objects, possessions and clothes are items purchased and maintained by the employee and not purchased or maintained by the Village of Elk Grove. If an employee utilizes personal items in the normal course of their work activities, written authorization from the employee's Department Head must be obtained prior to such use.

In order that the employee's request for reimbursement is processed in accordance with the foregoing policy, all Departments shall use the following procedures:

1. The employee shall submit to their Department Head a request for reimbursement along with a full description of what contributed to the loss and the extent to which the Village or one of its employees was liable or responsible for the loss sustained.
2. The appropriate Department Head will review the incident and the facts and present to the Village Manager a report and recommendation on disposition of the claim.

3. The Village Manager will review the case and either declare the claim invalid and so advise the employee or present it to the Village Board with a recommendation for reimbursement in part or full.
4. The decision of the Village Board is final and shall be communicated to the employee by the Village Manager.

SECTION 6.4 - USE OF VILLAGE PROPERTY INCLUDING CELL PHONES

1. Employees shall observe the rules of telephone courtesy in receiving or placing calls.
2. Employees are permitted to use Village telephones for personal reasons as long as such use is kept to reasonable levels and does not interrupt Village business. This is a privilege and not a right and may be withdrawn by the Department Head if abused through excessive use or if telephoning causes interference with work duties. It is the employee's responsibility to ensure that no cost to the Village results from their personal phone calls. Violation of this policy will minimally result in cost reimbursement to the Village and may subject the employee to further disciplinary action.
3. Personal cellular telephones and texting must be kept to a minimum during working hours and should not impact employee productivity. Accessing the internet and texting should be reserved for break times. The Village will not be liable for the loss or damage of any personal cell phone brought into the workplace.
4. In using Village vehicles, employees must remember that they are representatives of the Village government and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection, for good or bad, on the Village. Thus, it is imperative that such employees abide by these rules and customs with the highest degree of exactitude. Any fines incurred by an employee while operating a Village vehicle due to traffic or parking violations shall be the responsibility of the employee and all fines or monies shall be paid by the employee.
5. Village vehicles, equipment, supplies, tools, and uniforms shall not be used for private or unauthorized purposes, except as otherwise provided for under Village policy.
6. Employees shall be responsible for the proper care and use of Village vehicles, equipment, supplies tools and uniforms, and shall report accidents, breakdowns or the malfunction of any equipment so that the repairs may be made.
7. Village owned vehicles may be taken home overnight on an assigned regular basis only when authorized by Village policy. The Village Manager may authorize the occasional overnight use of Village owned vehicles when work conditions so warrant. Texting while driving a Village owned vehicle is strictly prohibited and will result in disciplinary action.

SECTION 6.5 - IDENTIFICATION CARDS

Employees will be provided with photo identification cards through the Human Resources Office. All costs for identification cards issued to an employee shall be borne by the Village. Please refer to Building Security and Access Policy in the Appendix.

SECTION 6.6 - PERSONAL MAIL

Except as authorized by law, employees shall not use the addresses of the Village Municipal Buildings or offices for receipt of personal mail and other deliveries nor shall they use Village postage machines, stationery, and out-going mail services.

SECTION 6.7- DEPARTMENTAL BULLETIN BOARDS

Each Department is equipped with a bulletin board. The bulletin board is designed as a communication tool that shall be used to keep all employees advised about useful information pertaining to various aspects of employment. Only approved items shall be posted on the departmental bulletin board. Employees may request permission to post information on the bulletin board. Requests should be submitted to the Department Head in writing. Each request must be accompanied with a copy of the material that the employee is requesting be posted. If the material is determined to be germane to employment with the Village and beneficial to the Village, the Department Head may authorize the posting of this material. If authorization is provided, a time period will be established for the posting.

SECTION 6.8 - EMPLOYEE ONLY AREAS

All areas designated as "Employee Only" or "Authorized Personnel Only" shall be considered off limits to everyone except for authorized individuals. For purposes of this section, authorized individuals shall include Village employees, Village elected officials and invited guests who have received authorization from the Department Head or the Village Manager. In the event that a non-authorized individual enters an "Employee Only" area, he/she shall be immediately escorted to a public area in a courteous and helpful manner. Under no circumstances will a non-authorized individual be allowed to stay in an area so determined and identified as "Employee Only" or "Authorized Personnel Only." Please refer to Building Security and Access Policy in the Appendix.

APPENDIX A
TRAVEL AUTHORIZATION POLICY

PURPOSE

The purpose of these rules and regulations is to set forth the policies governing travel expenses and to describe certain procedural matters concerning travel authorization, documentation and accounting.

The Village's objectives are to allow travel arrangements that:

- Conserve funds;
- Provide uniform treatment; and
- Allow travel in a manner that is applicable for all travel expenses incurred on behalf of the Village by employees, elected officials, and board and commission members.

Good judgement and a proper regard for economy are expected when incurring travel expenses on behalf of the Village of Elk Grove Village.

TRAVEL POLICY & PROCEDURES

A. Authorized Travel

1. Authorized trips are determined through the budget formulation process. Exceptions to this rule include unscheduled travel required in the line of duty or travel due to special circumstances, which require Village Manager approval.
2. Local professional and technical conferences/meetings are authorized as funding and duty conditions permit.
3. There is no objection to spouse and/or other family members traveling on an official trip. Extra expenses attributed to a spouse or other family members over and above covered expenses will be the employee's responsibility.

B. Travel Authorization Levels

1. Department Head or Designee authorization is required when:
 - a. The location for training is within the State of Illinois; and
 - b. An overnight stay is not required; and
 - c. Travel is seven (7) days or less in duration; and
 - d. The estimated cost is under \$3,000.

Individual department policy may require the use of a Travel Authorization Form for training greater than one (1) day.

Village Manager or designee authorization is required in addition to Department Head authorization when:

- a. The location for the training is outside the State of Illinois; or
- b. An overnight stay is required; or
- c. The travel is greater than seven (7) days in duration; or
- d. The estimated cost is greater than \$3,000.
- e. All Department Head training requires Village Manager approval.

A Travel Authorization Form is required when any of these conditions are met.

The Village Manager may authorize exceptions when these regulations do not cover the situation.

Any training that is a condition of employment such as the Police Academy or Fire Academy will not require Village Manager approval, as these trainings will be handled through the appropriate Department Head.

C. Reimbursement of Expenses

1. Expense claims shall be submitted within seven (7) working days after returning from a trip using the designated Employee expense program or form.
2. The required receipts shall be attached to the expense claim when submitted.
3. Alcohol and entertainment, are non-reimbursable expenses. "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, golf outings, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the meeting, training session, or conference. For purposes of this Policy, "ancillary" means an element of a program or activity that is supportive of the primary element of the program or activity, but is not itself the primary event.
4. No advanced cash or checks will be made for travel.

TRAVEL RULES & REGULATIONS

A. Transportation

Employees shall exercise discretion in the selection of transportation and associated expenses with emphasis on the least costly alternatives.

Employees should not drive to meetings and conferences when the travel time en route to the destination requires more than one (1) day unless the employee is utilizing holiday or vacation time. In such instances, no reimbursement will be made for lodging, meals, or other expense incurred en route, except as allowed below.

1. Air Transportation

- a. Commercial carrier (airline) fares shall be limited to Coach or Economy class fares when such services are available.
- b. Receipts are required for transportation costs.

2. Ground Transportation

- a. Bus, taxi, ride share, commuter rail or private vehicle may be utilized to travel to and from destination.
- b. Employee should use the least costly alternative.
- c. Tolls, parking, and garage charges are reimbursable when reasonable and economical.
- d. Valet parking is reimbursable only when open parking is not available.
- e. Receipts are required for transportation costs when available.

3. Private Vehicles

Private vehicles may be used for travel on Village business within the six (6) county Chicago metropolitan region, subject to Department policy, or when authorized by the Village Manager or their designee. If training is scheduled for the start of the workday, reimbursement is based upon the shortest distance to the training site from the closer of either the employee's residence or place of employment.

- a. Reimbursement shall be limited to the lower of:
 - Mileage rate approved by the Internal Revenue Service plus tolls, parking, and garage charges; or
 - Cost of commercial travel as stated above.
- b. Reimbursement shall be paid to the owner of the vehicle when two (2) or more employees travel in the same private vehicle.
- c. An employee in a cost sharing arrangement that was approved in advance by the Finance Department will also be fully reimbursed.
- d. Mileage determinations, exclusive of tolls, will be set according recognized Internet mapping programs that display the total mileage for travel, such as Google Maps, or MapQuest.

4. Village Vehicles

Village vehicles, if available, should be utilized for travel when cost, distance, time requirements or other justification warrants it.

- a. Prior approval must be obtained from the Department Head.
- b. Gasoline, repairs and other expenses attributable to the vehicle are reimbursable and paid receipts must be submitted.
- c. Tolls, parking, and garage charges are reimbursable when reasonable and economical.
- d. Valet parking is reimbursable only when open parking is not available.
- e. Receipts are required for transportation costs when available.
- f. Employee conduct shall be in accordance with Village policy as stated in the Personnel Manual including the section covering Drug Free Workplace and Use of Village Property.

5. Trains

- a. Coach or economy class if applicable.
- b. Receipts are required for transportation costs when available.

6. Rental Cars

Use of a rental car is only considered in special circumstances and must be approved in advance by the Village Manager or their designee.

B. Lodging

- 1. Hotel or motel reservations should be made well in advance to ensure that lodging is secured at moderate rates.
- 2. Receipts for lodging are required.
- 3. Reimbursement of lodging shall be limited to the minimum number of nights required to conduct the assigned Village business, unless prior night arrival is required, or cost savings can be demonstrated for the additional night's lodging.
- 4. If a conference, for example, opens on Sunday evening and closes Thursday at noon, reimbursement for Sunday through Wednesday night would be allowed.
- 5. If an employee chooses to arrive earlier or stay later for personal reasons, the additional lodging and other expenses related to this decision will not be reimbursed.
- 6. In addition to the cost of the room, the Village will reimburse access to the internet if the hotel or motel does not include internet access as part of the room charge.
- 7. If a spouse and/or family member travel on an official trip and incur extra lodging charges, the employee will be responsible for the extra charges.
- 8. No lodging expenses shall be reimbursed for meetings or conferences in the 6 County Chicago Metropolitan Area unless prior written approval is obtained from the Village Manager or their designee.

C. Meals

- 1. Outside of the 6 County Chicago Metropolitan Area
 - a. For each full day a per diem will be received based upon the United States General Services Administration (U.S. GSA) Per Diem Rate Schedules accessible on the web at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
Per diem rates will be calculated based on a percentage of the maximum full daily amount based upon the U.S. GSA rate for the location of travel. Per diem expenses will be calculated as follows:

Breakfast: 20%
Lunch: 25%
Dinner: 45%
Incidental: 10%

Incidental Expenses include tips, personal phone calls, and other expenses incurred at or while en route to the destination.

- No receipts are required to support expenditures of money, unless using a Village authorized Procurement Card.

b. For each partial day, a pro-rated per diem will apply as follows:

- For the day of departure and day of return, meals will be pro-rated based on the number of meals required away from home (See U.S. GSA per diem rates as outlined on <http://www.gsa.gov/portal/content/101518>).
- Meals will be pro-rated based on full day per diem less any meals covered in the registration fees.

2. Inside of the 6 County Chicago Metropolitan Area

- a. Meals, including tips, are reimbursable based upon the United States General Services Administration (U.S. GSA) Per Diem Rate Schedules accessible on the web at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Per diem rates will be calculated based on a percentage of the maximum full daily amount based upon the U.S. GSA rate for the location of travel. Per diem expenses will be calculated as follows:

Breakfast: 20%
Lunch: 25%
Dinner: 45%
Incidental: 10%

No receipts are required to support expenditures of this money, unless using a Village authorized Procurement Card.

- b. Professional meetings will be reimbursed at actual cost if one price is charged all participants.

D. Expenses Not Covered Under the Travel Regulations

The Village Manager or their designee may authorize expenses not ordinarily allowed under the provisions of these regulations.

E. Registration Fees

1. Registration and tuition fees for professional and technical meetings and conferences are reimbursable.
2. Receipts are required.
3. Descriptive brochure or announcement is also required.

F. Required Receipts

Receipts are required for the following expenses in order to receive reimbursement:

1. Commercial carrier travel cost
2. Train ticket costs
3. Rental car, if approved in advance by the Village Manager or their designee
4. Gas, repair, and vehicle expense for Village vehicles
5. Parking and garage charges
6. Lodging
7. Registration and tuition fees
8. Extraordinary expenses not covered by these regulations when approved in advance by the Village Manager or their designee
9. Taxi and ride share costs

G. No Receipts Required

No receipts are required for the following providing the expenses are nominal and measurable:

1. Commuter rail parking
2. Buses
3. Tolls
4. Per diem meals

APPENDIX B DRESS CODE POLICY

The Village of Elk Grove Village delivers services to the public in a dignified and professional manner. To project a professional image, it is the responsibility of each employee to report for work with a presentable appearance. Employees are expected to dress neatly and appropriately, and in a manner that reflects the nature of their work. This policy outlines the expectations regarding employee appearance and dress during working hours or at any time the employee is acting as a representative of the Village of Elk Grove.

The policy shall apply to all Village employees. Uniformed Village employees are required to meet standards of dress as outlined in their Department Policy Manual, or as required by the Department Head or his/her/their supervisor.

A. Definitions:

- **Business attire:** The appropriate professional business wear attire consists of dress slacks, collared dress shirts, ties, sports coats or blazers worn with dress pants (not khakis), suits, dresses, coordinated separates, skirts, dress socks, nylons, tights, dress shoes and dress boots. Business attire may also include sweaters, blouses and dress boots. Employees are expected to exercise discretion in the selection of their attire in order to present a professional, businesslike image to clients, visitors, vendors, customers and the public.
- **Business Casual attire:** In addition to the above-mentioned apparel, the appropriate casual business wear attire for employees consists of corduroy pants, khaki/twill pants, turtlenecks, mock turtlenecks, long or short sleeved polo/golf shirts and knit tops, loafers, dress capris, casual dresses and skirts and dress sandals. Employees are expected to exercise discretion in the selection of their attire in order to present a professional, businesslike image to visitors, vendors, customers, fellow employees and the public.
- **Casual attire (Fridays):** Additional appropriate casual attire for employees on Fridays consists of any neat, untoned blue jean/denim material, and conservative athletic or walking shoes.
- **Inappropriate attire:** Clothing items not permitted consist of any clothing that is torn, ripped or dirty in appearance; faded, worn, frayed, or rolled up denim jeans; shirts with potentially offensive words, terms, logos, pictures, cartoons or slogans; T-shirts or sleeveless t-shirts; sweatpants, sweatshirts; overalls, shorts, leggings, stirrup pants, yoga pants, athletic or workout attire, spandex or other form-fitting pants; flip-flops, slippers, beach shoes, athletic sandals; sports team apparel; tank tops, midriff tops, see-through or mesh clothing; mini-skirts, city shorts; or halter-tops, sun dresses, beach dresses, spaghetti-strap dresses or tops or any other attire that is unnecessarily distracting, revealing, controversial or offensive.

B. Appearance/Hygiene:

- Revealing clothing (too short, too low, too tight) is inappropriate.
- Clothing should be clean and neatly pressed.
- Hats, visors, and sunglasses are not appropriate in the office environment. Head covers that are required for religious purposes or to honor cultural tradition are allowed.
- Facial hair should be well groomed.
- Tattoos above the neckline, branding, intentional scarring or mutilation that may be visible to the public are prohibited.
- If expressly permitted by written Department policy, tattoos below the neckline may be displayed provided the tattoo(s) is/are not obscene, offensive, sexually suggestive, profane, or discriminatory toward a person on the basis of race, color, national origin or ancestry, religion or creed, age, sex, or disability. Employees will be required to cover tattoos that are deemed offensive by the Office of Human Resources. The method of covering a tattoo not authorized for display will either be through the wearing of a long sleeve shirt or through the use of another authorized covering at the discretion of the Department Head or his/her designee. Changes to Department policy regarding visible tattoos must be approved by the Village Board.
- Body piercings are inappropriate for the workplace and shall not be visible during working hours or work-related functions.
- Earrings are permitted, except in work situations where the risk of injury may be increased. Employees may wear no more than two pairs of earrings, which are conservative and in good taste.
- Perfumes or cologne should be used sparingly. Heavily scented perfumes, colognes and lotions are not permitted, as these can cause allergic reactions, migraines and respiratory difficulty for other employees and guests.
- Always observe proper rules of personal hygiene by bathing regularly, oral hygiene and use of deodorant/antiperspirant to minimize body odors.

C. Application of Policy

1. Non-uniformed Village employees will be permitted to dress in business casual attire Monday through Thursday, and casual attire on all Fridays during the year.
2. Employees involved in a business meeting are expected to dress in appropriate business attire for that meeting regardless of whether business casual or casual dress is permitted on that day. When representing the Village at community events, business attire may be required.
3. The Village Manager or Department Head may prohibit business casual dress on any day or casual dress on any Friday due to special circumstances or activities that may be occurring on that given day.

4. Building/Engineering Inspectors, Staff Engineers, Plan Reviewers, Public Works Foremen and Public Works Superintendents are required to work in the field; therefore, business casual or casual attire may be worn subject to the discretion of the Department Head.
5. Environmental Health Inspectors are required to follow the business attire or business casual attire policy. Casual attire for special circumstances or activities can be worn at the discretion of the Department Head.
6. Uniforms provided must be worn at all times unless otherwise specified by the Department Head.
7. Public Works seasonal employees will be instructed by a supervisor regarding the appropriate attire for work.
8. An employee's religious beliefs or medical conditions, as defined by applicable law, that require an accommodation from the standards as set forth will be considered on an individual basis. Requests for accommodations should be directed to the Human Resources Office.

If clothing fails to meet these standards, as determined by the Department Head or their designee, the employee will be sent home and directed to return to work in proper attire. Employees will not be paid for the time used to correct their attire. Progressive disciplinary action will be applied if dress code violations continue.

No dress code can cover all contingencies and all items deemed inappropriate. Employees should use common sense and good judgment in their choice of work attire. If you are uncertain about acceptable attire for work, please refrain from wearing the questionable attire and ask your Department Head or their designee.

APPENDIX C
FLEXIBLE WORK SCHEDULE POLICY

DEFINITIONS

- A. **Flex Week:** The week an employee has scheduled to work an extra hour for four (4) days (extended days) in order to leave four (4) hours early on one (1) day during the work week.
- B. **Flex Day:** The day during the Flex Week in which the employee leaves four (4) hours early.
- C. **Extended Day:** A day during the Flex Week in which the employee is to work the one (1) additional hour.

PURPOSE

The Flexible Work Schedule (Flex Schedule) Program is an alternative to the Village's traditional work schedule. The Flex Schedule allows employees the opportunity to add one (1) hour to their workday during the work week, resulting in the employee's eligibility to leave four (4) hours early on one (1) day of that work week. The Village's Flex Schedule Program provides full-time employees the opportunity to vary their work arrival and departure times over the course of a work week.

Employees will be able to utilize up to twenty (20) "Flex Days" over the calendar year.

FLEXIBLE WORK SCHEDULE POLICY & PROCEDURES

Employees are to commit to being at work on time, not leaving before the designated end of the workday and ensuring the extra hour of work is productive. Failure of the employee to be on time and work a full extended schedule on any extended day during the flex week **will result** in their exclusion from further participation in the program.

Each Department Head will determine which employees are eligible to participate in the program, based upon the operational needs of the Department, utilizing the following guidelines:

1. The current level and quality of service in the Department must be maintained and cannot be reduced as a result of instituting a flexible work schedule; this may mean that employees who are in positions that require interaction with members of the public during business hours may be ineligible for the Flexible Work Schedule program;
2. Employee productivity must be maintained at least at the same level;
3. No overtime liability is to be incurred as a result of implementing a flexible work schedule;
4. Employees and supervisors retain their obligation to complete time sheets accurately; and
5. Merit pay plan employees may be required to work during periods scheduled as "Flex Time Off" as dictated by the needs of the Department. Such work will not entitle the employee to additional time off as compensation for that time worked.

D. Flexibility In Schedule

1. A worker participating in the Flex Schedule Program must work and be present on a daily basis during “core hours” (e.g., from 8:00 a.m. to 5:00 p.m. or from 8:30 a.m. to 5:00 p.m.), and may adjust arrival and departure times on Extended Days as approved by the Department Head on a daily basis.
2. During the “Flex Week,” the employee may leave from work four (4) hours early on one (1) workday (designated as their “Flex Day”) as approved by the Department Head.

E. Scheduling of Work Hours

1. If an employee chooses to participate in the Flex Schedule Program, they will need approval from their Department Head and/or Supervisor one (1) week prior to any Flex Week.
2. During the course of the five (5) day workweek, employees participating in the Flex Schedule Program will be required to work their designated number of hours.
3. Employees that work an eight (8) hour schedule will be required to work nine (9) hours during their “Extended Days.” Employees that work a seven and a half (7.5) hour schedule will be required to work eight and a half (8.5) hours during their “Extended Days.”
4. Employees may not work more than one (1) additional hour above their regularly designated work hours each workday. Eight (8) hour employees may only work nine (9) hours on an “Extended Day,” and seven and a half (7.5) hour employees may only work eight and a half (8.5) hours on an “Extended Day.”
5. To achieve the extra work hour during the “Extended Day,” employees may:
 - a. Work an hour before or after their regularly scheduled start or end time; or
 - b. Work a half hour before and after their regularly scheduled start and end times; or
 - c. Work a half hour before or after their regularly scheduled start or end time, as well as a half hour over the course of their regularly scheduled one (1) hour lunch break.

F. Restrictions

1. Flex Schedule is not available on weeks with designated Fixed Holidays. The designated Fixed Holidays are as follows:

New Year’s Day
Presidents’ Day
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

2. If an employee is absent from work due to illness or an emergency on an "Extended Day" during the "Flex Week," the employee must use as many benefit hours (Sick Leave, Floating Holiday, or Vacation Hours) as necessary to cover the amount of hours owed to the Village schedule.
3. An employee cannot schedule a "Flex Week" during any week that the employee has scheduled to use more than one-half day of leave (Floating Holiday or Vacation Day). However, the employee may combine leave time with their scheduled "Flex Day" in order to take the entire "Flex Day" off from work.
4. No "Comp Time" or carryover of hours into a different work week is permitted.
5. No overtime liability may be incurred as a result of the Flex Work Schedule.
6. The Department Head or their designee reserves the right to suspend the use of the Flex Schedule Program should it be determined that the level or quality of service provided to our community, residents, clients, or customers is not being met.

APPENDIX D
TAKE YOUR CHILD TO WORK DAY

The Village of Elk Grove has enacted the following guidelines for the “Take Your Child To Work” program sponsored by various school districts.

Participation is approved consistent with the following requirements:

1. Employee must receive the approval of the Department Head.
2. Participation is limited to office personnel.
3. Children must be Junior High or High School age.
4. If participation is a half-day, parents are responsible for returning the children to school on their own time.
5. If school releases are required, please submit the release to the Human Resources Office for signature.

APPENDIX E
NON-UNION WORKPLACE POLICY CONCERN PROCEDURE

The Village will maintain a Workplace Policy Concern Procedure for non-union employees. The procedure is designed to provide employees with information and/or a solution to their questions, concerns, or problems. If an employee has reason to seek information or to resolve a problem pertaining to his/her employment with the Village, he/she should informally discuss the question/problem with his/her immediate supervisor. The supervisor shall listen to the employee's question/problem and provide a response within a reasonable time.

If the immediate supervisor does not or cannot provide the employee with an acceptable response, the employee may avail himself/herself to the Non-Union Workplace Policy Concern Procedure as indicated in the steps listed below. The employee may avail himself/herself to the procedure for any matter pertaining to his/her employment with the Village, including job classification, supervisors, rules, regulations, policies, job safety, working conditions, salary and benefits. Bargaining unit employees have their contractual grievance procedure to inquire into alleged contract violations.

STEP 1

EMPLOYEE: Please state your question, concern or problem in the space provided on the Workplace Policy Concern Procedure Form. Be as specific and precise as possible. Upon completing this form, you should immediately submit it to your supervisor.

FIRST LEVEL SUPERVISOR: Please provide the employee with your response to the question, concern or problem identified on the attached sheet generally within two (2) working days from the date you received this form. A copy is to be sent to your next level supervisor, Department Head, and Human Resources Director at the same time.

SECOND LEVEL SUPERVISOR: Upon receiving this form, please establish a meeting with the employee and his/her immediate supervisor. The meeting should generally be set up within five (5) working days of your receipt of this form. Please review the entire issue and identify, in the space provided, exactly what action, if any, you will take or recommend to resolve this matter. If the matter remains unresolved, the employee may address the issue with the Department Head.

STEP 2

If the employee is unsatisfied with the response provided by their immediate supervisor(s), the employee can meet with their Department Head under Step 2.

DEPARTMENT HEAD: If your employee's question, concern or problem remains unresolved, please establish a meeting with the employee and all of the supervisory personnel who have been involved in this issue. The meeting should be set up generally within five (5) working days. Please review the entire issue and identify on a separate sheet of paper what action (if any) you will take to resolve this situation. If in your opinion the employee's concern or problem is legitimate but cannot be properly resolved because of an established Village rule or policy, you should submit a

recommendation to resolve the matter to the Village Manager. If the response of the Department Head is unsatisfactory to the employee(s), the employee must provide a statement as to why the response is unsatisfactory to the Director of Human Resources.

STEP 3

If the employee is unsatisfied with the response provided by their Department Head, the employee can meet with the Director of Human Resources under Step 3.

Upon receiving the reports, the Director of Human Resources will schedule a meeting generally within fifteen (15) working days. The meeting will include the employee, the employee's supervisor(s), and the Department Head.

After the meeting, the Director of Human Resources will review the entire issue and reach a decision generally within fifteen (15) working days of the meeting. The Director of Human Resources' decision shall be final and the employee will be notified in writing. A copy of the Director of Human Resources' response shall be provided to the Village Manager.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FARMERS MARKET LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ELK GROVE FARMERS MARKET, NFP

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached document marked:

FARMERS MARKET LICENSE AGREEMENT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

FARMERS MARKET LICENSE AGREEMENT

This Agreement is made as of this _____ day of April, 2022 by and between the Village of Elk Grove Village, an Illinois Municipal Corporation (the "Village"), and Elk Grove Farmers Market, NFP (the "Licensee").

- A. The Village is the Owner of the premises as set forth on attached Exhibit "A" and hereinafter referred to as ("the premises").
- B. The Village has agreed to license the premises upon the terms and conditions provided herein.
- C. This document constitutes a license and is not an easement or lease. Nothing in this License Agreement or the subsequent dealings between the Village and Licensee shall constitute or be interpreted as a grant of any property interest from the Village to the Licensee in the premises.

NOW, THEREFORE, in consideration of the foregoing recitals, this License is made upon the following express covenants and agreements, each of which is made a condition hereof:

- 1. License Premises – The Village hereby grants a revocable license to use the premises at the location depicted on the drawing attached hereto and incorporated herein as Exhibit "A". The premises shall be used solely by the Licensee for purposes of operating a Farmers Market in strict conformance with the terms and conditions of this License Agreement.
- 2. Term – The term of this License Agreement shall commence on **June 4, 2022** and shall expire on **October 15, 2022** (hereinafter the "market season").
- 3. Use of the License Premises – Licensee may use the licensed premises solely for setting up, maintaining, operating, and taking down a Farmers Market. Said Farmers Market will require a minimum of three bona fide food vendors selling agriculturally grown produce (fruits, vegetables, berries, meats, eggs, or cheeses) at the Farmers Market at every market event. The Licensee may set up and maintain the Farmers Market from the hours of 6:30 a.m. to 2:00 p.m. on Saturdays during the market season. Commercial sales by vendors at the Farmers Market may take place between the hours of 7:30 a.m. and 1:00 p.m.
- 4. Hold Harmless and Insurance – The Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insurance, the Village and its officers, appointees, agents, employees and affiliated entities as their interests may appear, with comprehensive public liability insurance, (including the broader extended liability endorsement) during the entire term hereof, with terms and companies satisfactory to the Village, with limits not less than \$1,000,000 combined single limit per occurrence for personal injury and property damage with a general aggregate of not less than \$2,000,000. The insurance shall cover all of the Licensee's use of the premises as authorized by this agreement.

Licensee, to the greatest extent permitted under Illinois Law, shall defend, hold harmless and indemnify the Licensor, its officers, appointees, agents, employees and affiliated entities for any and all claims, actions, causes of action, demands, injuries, damages, costs including reasonable attorney's fees resulting from the Licensee and its vendees operation of the Farmers Market and possession of the licensed premises only up to the maximum level of

insurance provided under the terms of the insurance policy for the benefit of the Licensee and the Village.

Licensee shall, prior to the commencement of the Agreement term, furnish to the Village certificates of evidence of such coverage, which certificate shall state that such insurance coverage may not be changed or cancelled without thirty (30) days written notice to the Village.

5. Market Manager – The Village will require an on-site “Market Manager”. The Market Manager or her designee shall be in attendance at all times during set up, operation, and take down of the Farmers Market. If the Market Manager appoints a designee to manage the Farmers Market, said Market Manager will notify the Village in writing of the identity of that person in charge 48 hours prior to the start of that week’s Farmers Market.
6. Electricity/Shelter – Electrical power will be available in the designated market area as depicted on the attached Exhibit “A”; however, the Village will not supply extension cords for the use of said electrical power. The Village will not be responsible for providing tents or shelter to the Market Vendors or the Market Manager.
7. Trash Removal – The Licensee shall provide refuse containers for the deposit of trash and shall exercise all reasonable efforts with its vendors and customers to clear refuse and debris from the premises and have it deposited in the refuse containers. Licensee shall arrange for removal of the refuse, debris and other trash from the refuse containers at the expense of Licensee.
8. Parking – The Village shall have no obligation to secure private parking for the Licensee, Market Vendors or Market Customers.
9. Signage and Marketing – The Village agrees to allow directional and informational event signage to be displayed around the market grounds, with the exception of parkways, only on the Saturdays of the market and said signs shall be removed by the close of each market event. All promotional and marketing material will require advance review and approval by the Village.
10. Alterations and Additions – The Licensee shall make no alteration, addition, improvement or change in or to the Village premises except the installation of temporary tents and other structures. No gaskets for tents shall be installed on paved surfaces, nor shall any permanent or temporary markings be left on said paved surfaces. Any and all special events to be conducted in addition to the Farmers Market will require **advance notification** and approval by the Village.
11. Compliance with Laws and Ordinances – The Licensee shall comply with all laws, ordinances and requirements of the State and Village. Market Vendors will need to comply with all food safety laws.
12. Waiver Risk of Laws – To the greatest extent permitted under Illinois law, neither the Village nor any of its officers, appointees, agents, employees, member’s affiliated entities shall be liable for any accident, injury or death, loss or damage resulting in any person or properties sustained by the Licensee or the Licensee’s agents, employees/invitees, or anyone claiming by or through the Licensee or any vendor or customer on the licensed premises without limitation, for the criminal acts of third parties. The Village shall have no obligation to provide security services, traffic direction, or other Police services beyond the typical police

service provided to every resident and business in the Village. All property of the Licensee or Licensee agents, employees and/or invitees, anyone claiming by or through the Licensee or any user of the licensed premises shall be at the risk of the Licensee or such other person, and the Village shall not be liable for any damages thereto, including without limitation theft or vandalism of any vehicle or property at the licensed premises unless the property damages are the result of the sole negligence of the Village and not subject to an existing privilege or immunity. Nothing in this License Agreement shall be interpreted to waive any immunities or privileges provided to the Village as an Illinois Municipal Corporation under Illinois law, such privileges and immunities being specifically reserved by the Licensor in all circumstances.

13. Proceeds and Costs – The Licensee will make monetary donations of all proceeds of the Farmers Market to an Elk Grove Food Pantry as determined by the Village. The Licensee will be responsible for all costs associated with the operation and management of the Farmers Market, including record keeping costs, record storage costs, and taxes. If the Village requests a full accounting of the Farmers Market, Licensee will be required to provide said information within a reasonable time frame.

VILLAGE OF ELK GROVE VILLAGE

ELK GROVE FARMERS MARKET, NFP

By: _____
Mayor Craig B. Johnson

By: _____
Connie Groat

ATTEST:

Loretta M. Murphy, Village Clerk

EXHIBIT "A"



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING REVISED RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF ELK GROVE VILLAGE

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois:

Section 1: That the Mayor and Board of Trustees do hereby authorize revised Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Elk Grove Village, a copy is attached hereto and made a part hereof as if fully set forth.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2022

APPROVED this _____ day of _____ 2022

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

RULES AND REGULATIONS
OF THE
BOARD OF FIRE & POLICE COMMISSIONERS
OF THE
VILLAGE OF ELK GROVE VILLAGE, ILLINOIS
Amended May 1, 2022

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ARTICLE I
ADMINISTRATION

SECTION 1. SOURCE OF AUTHORITY

A. General Authority: The Board of Fire & Police Commissioners of the Village of Elk Grove Village, Illinois derives its power and authority from an Act of the General Assembly entitled, "Division 2.1 Board of Fire and Police Commissioners", -65 ILCS 10-2.1-1 *et seq.* and Title 2, Chapter 7 of the Elk Grove Village Code. These Rules and Regulations shall apply to the government, control, and administration of the Commission and to the conduct of examinations for original appointments to, of examinations for promotions within, and of hearings on charges brought against members of the Village's Fire and Police Departments.

B. Exempt Positions/Ranks. These Rules and Regulations shall not apply to any appointed ranks within the Police and Fire Departments that the Village Board of Trustees has exempted from the Commission's jurisdiction and authority.

C. The Board retains all powers and authority as set forth in Division 2.1 of the Illinois Municipal Code, unless otherwise provided for in these Rules and Regulations.

SECTION 2. DEFINITIONS

The word "Commission" and/or "Board" wherever used shall mean the Board of Fire and Police Commissioners of the Village of Elk Grove Village, Illinois. The word "Officer" shall mean any person holding a permanent office in the Police or Fire Department of the Village of Elk Grove Village, Illinois. The singular includes the plural, and the plural the singular. The word "act" wherever used shall mean the act cited above in Section 1. The word "secretary", wherever used shall mean "ex officio" secretary.

SECTION 3. OFFICERS OF THE BOARD

The three-member board selects the positions held by its members on an annual basis. The Chairperson shall hold office for one full year and until a successor is duly appointed by the commission. The Chairman shall be the presiding officer at all meetings.

The Village Manager shall appoint a Village employee to act as the recording secretary of the Board. The Secretary shall keep the minutes of all meetings of the Board in a permanent record and shall be custodian of all the forms, papers, books, records and completed examinations of the Board as the State's Records Retention Act and Open Meetings Act requires. The Recording Secretary shall work within the confidence and confidentiality as so directed by the Village Manager and the Board. The Board's recording secretary is not a member of the Board and has no voting rights regarding commission business.

SECTION 4. MEETINGS

a. Regular Meetings Public Notice - The Commission shall hold its regular meetings at least once each month. Notice shall be posted by the Secretary as provided by law and shall be open to the public. In January of each year, the Commission shall post a schedule of its regular meetings for that calendar year.

- b. Special Meetings – Board and Public Notice –Special meetings may be called by the Mayor, the Village Board of Trustees, the Chairman or a working quorum. Special meetings shall require the Secretary to give 24 hours written or verbal notice to each Commissioner. Media representatives who have filed a notice of meetings pursuant to the Open Meetings Act shall also be notified.
- c. Open Meetings Act – Special and regular meetings shall be open as provided under the Illinois Open Meetings Act, except under the provisions of exemption of said act.
- d. Quorum – Two members of the Board shall constitute a quorum for the conduct of all business.
- e. Procedure
 - 1) The Chairman shall be the presiding officer at each meeting and shall have such duties as ordinarily pertain to such office. In the Chairman’s absence the Secretary shall preside.
 - 2) The parliamentary procedure prescribed in Robert’s “Rules of Order” shall be followed as far as is practicable. Such procedure may be waived by a majority vote.

SECTION 5. RECORDS

The Board shall keep such records as are deemed necessary and shall include, but are not limited to: minutes, fact sheets, correspondence, notices, hearings, applications, test scores and materials.

- a. Minutes – The Recording Secretary shall keep such minutes as are deemed necessary by the Board. Such minutes shall include, but are not limited to, all motions and seconds, their authors, and the actions taken thereon. In the Secretary’s absence, the Chairman shall tend to the minutes.
- b. Confidential Files – All confidential information contained in applications for position in either department, references, and results of investigations, shall be maintained by the Recording Secretary in a confidential file and shall not be available to any person other than Board members, or department heads when deemed necessary by the Board. Referent laws governing disclosure and open records shall control all record access.
- c. Commission Office – The Commission shall maintain a regular office in the Village of Elk Grove Village, 901 Wellington Avenue. All records and documents shall be maintained at such office.
- d. Correspondence – The Recording Secretary shall attend to all correspondence of the Commission and shall be the custodian of the Commission seal.
 - 1) Budget – The Recording Secretary shall prepare the annual Commission budget as required by ordinance or Section 10-2.1-19 of the Illinois Compiled Statutes.

- 2) Annual Report – The Board shall submit an annual report of its activities as required by Section 10-2.1-19 of the Illinois Compiled Statutes to the Mayor. Such report shall include a budget request for the ensuing year.
- 3) Form of Correspondence from Departments – When making written notifications or requests on any matter requiring approval, endorsements, or grants of permission from the Commission, the Chiefs of either the classified divisions shall provide the Commission with the signed original and duplicate copy of same upon their particular department letterhead or email correspondence directly to the Board’s Recording Secretary.
- 4) Certificate of Appointment – The Recording Secretary shall prepare of cause to be prepared the certificate of appointment required by Illinois law (see Exhibit A).
- e. Purging of the Commission Files – The Recording Secretary of the Commission may, by and with the consent of the Commission, remove, delete, store or destroy any reports, communications, correspondence, folders, examinations, and etc. which have been in the Commission files in compliance with the Illinois Compiled Statutes. In each instance, where files are purged, they shall be done for good cause shown or by the agreement of parties involved and with the express consent of the Fire and Police Commissioners.
- f. Federal Records – The Commission Recording Secretary shall keep or cause to be kept such records of race and sex as may be required by federal or state authority and shall take such measures as the Board may deem necessary, to insure that they remain separate from and do not affect the selection process.
- g. Addresses of Eligible – The Recording Secretary shall maintain a roster of the current addresses and phone numbers of all candidates on original lists of eligibles, the burden for the accuracy of such record to rest with the candidate.

SECTION 6. RULES

- a. Generally, and Severability – In accordance with Illinois Compiled Statutes 10-2.1-5, the Commission shall make and maintain such rules as they deem necessary to carry out the provisions of Division 2.1. If any section or portion thereof these rules and regulations are for any reason, found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision. Such finding shall not affect the remaining portions of these rules and regulations.
- b. Maintenance – The Commission shall keep a record of all officially distributed copies of said rules and adopt a system for the notice and maintenance of said rules in the event of amendments in accordance with Section 10-2.1-5 of the Act.
- c. Amendments – The Commission may recommend changes to these Rules by a majority vote. Proposed amendments will be submitted to the Village Board of Trustees for consideration. Upon approval by the Village Board of Trustees, the Commission shall publish a notice and copy of the amended rules on the Village’s

website. The amended rules will take effect no sooner than ten (10) calendar days after their publication on the Village's website.

- d. Collective Bargaining Agreements - In the event of a conflict between Commission Rules and any collective bargaining agreement that applies to the Village's sworn police and fire personnel, the terms of the collective bargaining agreement will control.

ARTICLE II

ORIGINAL APPOINTMENT

SECTION 1. APPLICATION STANDARDS

All candidates shall meet such standards of health, character and fitness as are established by the Commission. The Commission may adjust standards from time to time in accordance with law, technology, and the changing needs of the Fire & Police Departments. The burden of establishing applicant fitness shall rest with the applicant.

- a. Written Policies - In accordance with Illinois Compiled Statutes concerning Fire and Police Commissions, the policies, forms and procedures for original appointment shall be written and approved by the Commission prior to the acceptance of applicants for a given position.
- b. Disqualification prior to or during testing - The Commission may refuse to examine or continue to examine any applicant:
 - 1) who is found lacking in any of the established preliminary requirements for the service applied to;
 - 2) who has been convicted of a felony or any misdemeanor involving moral turpitude as defined in section 10-2.1-6;
 - 3) who has been dismissed from any public service for good cause.
 - 4) who has engaged in any illegal conduct (regardless of the existence of a conviction), which the Board deems inconsistent with the position of an entry-level police officer or firefighter;
 - 5) who has attempted to practice any deception or fraud in any aspect of application;
 - 6) who has improperly filed his application or failed to comply with the filing instructions;
 - 7) who has made inaccurate answers or provided inaccurate information at any time during the examination process;
 - 8) who has failed any examination component for the applied-for position; or
 - 9) who has character or employment references that are deemed unsatisfactory.

- c. Fact Sheets - A document of procedures, policies and requirements shall be issued to each candidate at the time of application. The contents and maintenance of fact sheets are addressed in Article V.
- d. Release of Liability and Information - Prior to commencing the examination, the applicant must sign and deliver to the Board or its agent a release of all liability related to the examination processes in a form and content provided by the Board. The applicant must also sign and deliver to the Board or its agent a waiver and release of information in order to allow the Board to conduct a proper investigation into the applicant's qualifications for employment.

SECTION 2. NOTICE OF EXAMINATIONS

- a. Announcement - When the Board deems it appropriate to conduct an examination for the entry level rank of police officer or firefighter, the Board shall publish a notice of that examination on the Village's website and via other sources as the Board deems appropriate. Such notice must be provided at least two (2) weeks prior to the date of the entry level examination. The Notice will include instructions regarding how to submit an application for employment as an entry-level police officer or firefighter.
- b. Postponement - Examinations may be postponed by orders of the Commission. In such event, all applicants will be notified of the reason therefore, and the new date set for said examination.

SECTION 3. EXAMINATIONS

- a. Scope - The Commission shall designate by fact sheet such tests as are professionally and legally accepted in such matters and may include, but are not limited to: mandatory attendances, written, psychological and polygraph tests, medical and drug examinations, oral examinations, background investigates, tests of physical agility, tests of personality and aptitude. The Commission shall also set the acceptable standards thereon all within the purview of the Illinois Compiled Statutes.

No Examination shall contain questions regarding a candidate's political or religious affiliations.

- b. Review - Examinations and their results shall be considered confidential and protected documents not normally subject to review.
- c. Background Investigation and Medical Exams -- An applicant must successfully pass a criminal and employment background investigation, which may include a polygraph examination. Upon successful completion of that background investigation, an applicant will be made an offer of employment, conditioned exclusively on the successful passage of a physical and psychological medical examination (which may include a pre-employment test for the use of alcohol and illegal drugs).

SECTION 4. LIST OF ELIGIBLES

Lists of eligibles shall be compiled in accordance with the procedures set forth in the fact sheet specific to the test being given.

- a. Tie Breaking – Candidates shall be listed in descending order of excellence based upon their final score. In the event that two (2) or more eligibles have the same score on the list of eligibles, the tie shall be broken by giving preference to the candidate who has obtained the highest score on the subtest with the greatest weight. If a tie shall again arise, it shall be broken by giving preference to the candidate with the highest score on the successively descending highest weighted subtests until the tie is broken. Should a tie occur on all subtests, the tie may then be broken by lottery
- b. Notification – Notice of the score and position of the list of eligibles shall be sent to each person appearing thereon.
- c. Change of Address – It shall be the duty of each candidate for appointment to inform the Commission in writing of any change of address within five (5) working days.
- d. Failure to Respond – Candidates on active lists of eligibles who fail to respond to formal notice of request for appointment by writing within five (5) working days of receipt of notice shall be deemed to have waived all interest in appointment.
- e. Enforcement of Standards – All eligibles are expected to continue to satisfy the entrance standards during their total period of eligibility for appointment.
- f. List Duration – The list of eligibles for original entry shall have a life of two (2) years from date of Commission certification, or until no names remain thereon, whichever is shorter.
- g. List Extension – The Commission may vote to extend the list in six (6) month increments for as long as they deem necessary.
- h. Striking from List – The Commission may strike from the list of eligibles, any candidate who fails to meet the standards set forth for original entry. In addition, any person who is discovered to have made false representation in any document or examination or who aids on committing such fraud, to gain a position on the list shall be stricken therefrom.
- i. Intermingling Lists – Lists of eligibles shall be considered inviolate during their life and no list shall be modified in any way by the adding of eligibles thereto.
- j. Test Failure at time of Appointment – Placement on the list of eligibles shall be considered subject to such timely pass/fail tests of fitness as have been prescribed in the fact sheet to be completed at the time of appointment.
- k. Certified Law Enforcement Preference in Hiring – In accordance with 65 ILCS 5/10-2.1-14 Section 14 of the Fire and Police Commission Hiring Act, the Commission may give preference in hiring to candidates who have current certification from the Law Enforcement Training and Standards Board. This preference may include

awarding additional preference points and/or skipping non-certified candidates on the list of eligibles.

SECTION 5 APPOINTMENT

Candidates shall be appointed to the police and fire departments in their order of appearance on the applicable list of eligibles and upon passing all final tests previously set forth by the Commission. No appointment shall be deemed complete until a certificate is issued in accordance with Illinois-Compiled Statutes.

- a. Requisitions - Whenever an appointment is requisitioned due to a vacancy or increase in department size, the Village Manager or the managers designee shall notify the Commission in writing of the number and type of positions to be filled.
- b. Decline of Appointment - Any candidate may decline an initial offer of employment. The commission will then offer the position to the eligible standing next upon the list. No candidate may decline a second offer of employment and upon such decline shall be stricken from the list without further recourse.
- c. Oath of Office - All Commission appointees shall be sworn in at the place and time designated by the Commission. It shall be the duty of the Mayor, Clerk, or Commission to conduct such oaths. The following oath shall be given before any person authorized to administer oaths in the State of Illinois:

"I _____, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of _____ according to the best of my ability."

Signed: _____
Notary Public

Subscribed and sworn to before me this ____ day of ____ A.D., 20__.

ARTICLE III

CONDITIONS OF EMPLOYMENT

SECTION 1. ORIGINAL PROBATION

All newly appointed firefighters shall serve a probationary period of twelve (12) months, unless extended as hereinafter provided. Newly appointed police officers shall serve a probationary period of eighteen (18) months subsequent to completing the academy.

- a. Regular Evaluation - During such period, the employee's performance shall be evaluated by the proper superior officers at a minimum of six (6) month intervals, such reports to be submitted to the Board in writing.
- b. Confirmation - At the completion of the probation period, if the appointee's proven performance and conduct are satisfactory, the Chief of the department shall affirm this fact in writing to the Commission. The Board shall then issue a formal notice of permanent appointment.
- c. Probationary Discharge / Resignation -
 - 1) Prior to the completion of the probationary period, the Chief may effectuate summary discharge by informing both the probationer and the Commission in writing of the reasons therefore.
 - 2) A probationary officer may be summarily discharged by the Board without formal hearing conducted for his or her removal.
 - 3) A probationary employee may resign from the Department during the probationary period. Should the resignation occur subsequent to initial or extended training at the Police or Fire Academy then the probationary officer shall be obligated to reimburse the Village for all costs of said training and uniforms at the discretion of the Village.
- d. Certification - Requirements
 - 1) Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course as provided by the Illinois Governmental Law Enforcement Officers Training Board, and the Department's Field Training Program within the prescribed probationary period, as well as other the completion of other standards in the discretion of the Chief.
 - 2) Final certification of probationary Firefighters/Paramedic shall be subject to successful completion of the Certified Firefighter II Training Course as prescribed by the Illinois Fire Protection Personnel Standard and Education Commission within the prescribed probationary period, as well as other the completion of other standards in the discretion of the Chief.

- e. Leave of Absence / Extension of Probation – If during the probationary period, a probationary officer requests and is granted a leave of absence by the Village Manager, the Board shall extend the probationary period for an equivalent period of time. Any leave of absence from active duty shall toll the probationary period.

SECTION 2. RESIDENCY

- a. Conditions - Failure to maintain residency during employment, or failure to be domiciled at the address listed with the Fire/Police Department which is within the boundaries set forth by the Village personnel rules and regulations, shall be considered sufficient cause for dismissal.
- b. Notice of Change of Address – All employees shall notify the Chief of the department of any change of address within twenty-four hours (24) of relocation. Failure of such action shall constitute grounds for possible disciplinary action.

SECTION 3. ORDER OF RANK

Order of rank in the Police & Fire Departments shall be provided by the Village Ordinance.

SECTION 4. OTHER CONDITIONS OF EMPLOYMENT

Resignation, retirement, reduction in force, and leaves of absence shall be in accordance with controlling federal law, state statute, village ordinance or departmental policy. Protocols for such procedure shall not be controlled by the Board, but the Board shall be apprised in writing of each such action and the controlling conditions appertaining thereto. Resignation and retirement protocols shall be controlled by the Board provided that any resignation to the Chief of either Department shall be deemed valid upon its acceptance by the Chief or under applicable law.

The age for retirement of fire and police officers shall be sixty-five (65) years in accordance with the Illinois Compiled Statutes(65 ILCS 5/10-2.1-17).

SECTION 5. GOVERNING RULES AND REGULATIONS

All members of the Police and Fire Departments of the Village shall obey and conduct themselves in accordance with the following enumerated Rules and Regulations. A violation of any such Rule, Regulation or General Order shall be cause for suspension or discharge of a police officer or firefighter.

SECTION 6. ENUMERATION OF RULES AND REGULATIONS

The following Rules and Regulations, whether set forth herein, or identified and referred to herein, are hereby established to be the Rules and Regulations governing the conduct of police officers and firefighters.

- a. The laws of the Federal, the State, and the Village governments.

- b. The Rules and Regulations of the Police or Fire Department of the Village of Elk Grove Village, as the case may be.
- c. The General Orders, written or oral, of the Police or Fire Department of the Village of Elk Grove Village.
- d. The Personnel Rules and Regulations of the Village.

SECTION 7. POLITICAL CONTRIBUTIONS

No person in the Police or Fire Department of the Village of Elk Grove Village shall be under any obligation to contribute any funds or render any political service, and no such person shall be removed or otherwise prejudiced for refusing to do so. No person in the Police or Fire Department of the Village shall discharge or promote or reduce, or in any manner, change the official rank or compensation of any other person in such service, or promise or threaten to do so, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

SECTION 8. POLITICAL ACTIVITIES

No person holding a position in the Police or Fire Department of the Village shall use his official authority or influence to coerce the political action of any person or body, or to interfere with any election.

ARTICLE IV

PROMOTIONAL APPOINTMENTS

The Commission shall provide for promotion on the basis of ascertained merit and seniority in service and examination, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves to examination. Promotions in the Fire Department shall be administered according to the terms of the Fire Department Promotion Act, 50 ILCS 742/1 *et. seq.* or the terms of the applicable Collective Bargaining Agreement.

- a. The Commission in determining next in order of rank in promotional examinations herewith determines a policy of extending the examination successively through all the orders of rank in the services in an endeavor to qualify suitable eligible or eligibles for the vacancy or vacancies existing before extending the examination to the general public.
- b. The Commission shall at all times maintain a valid list of eligibles.

SECTION 1. NOTICE

A notice of the time, date and location of every promotional examination shall be given by the Commission to eligible members of the Department at a minimum of 2 weeks preceding the exam.

SECTION 2. ELIGIBILITY

Eligibility rules shall be determined by the collective bargaining agreement or the departments rules.

SECTION 3. DIRECTION

All promotional examinations shall be given by or under the direction of the Commission. The Commission may call upon other persons, not members of the Commission, for assistance in preparing, holding or rating the results of any promotional examination.

SECTION 4. FACT SHEET

The Commission shall post a fact sheet in accordance with the provisions of Article V.

SECTION 5. LISTS OF ELIGIBLES

The list of eligibles shall be compiled in accordance with the provisions on the fact sheet.

SECTION 6. FRAUD

Any fraud attempted or practiced may result in exclusion from examination, striking from list of eligibles or discharge from employment.

SECTION 7. VETERAN'S PREFERENCE

Veteran's preference for promotions shall be granted in accordance with Illinois Compiled Statutes.

- a. No person shall receive veteran's preference for promotion after receiving one promotional appointment from a list upon which such credit was granted.
- b. The total value of veteran's credit may not be split for use on successive lists. The full point value must be employed with each application.

SECTION 8. DURATION OF LIST

The life of the list of eligibles for promotion shall be three (3) years for police promotion lists and for not less than two (2) years nor more than three (3) for fire promotion lists. Extensions of the list of eligibles are not permissible.

SECTION 9. PROMOTIONAL APPOINTMENT

Police Department Appointments shall be made by the Commission from the three (3) highest names on the current lists of eligibles in accordance with the provisions of Illinois Compiled Statutes. Appointments in the Fire Department shall be made according to the terms of the Fire Department Promotions Act or the applicable Collective Bargaining Agreement. No promotion shall be deemed to have been affected by the Board until a certificate be issued in accordance with Illinois Compiled Statutes.

- a. Notification - Whenever a promotional vacancy occurs or a new appointment is to be made, the Mayor or his authorized agent shall notify the Commission of such fact in writing.
- b. No candidate may decline a second offer of promotion, and upon such decline shall be stricken from list without further recourse.

SECTION 10. DEMOTION FROM PROMOTED RANK

All police officers promoted subsequent to the enactment of the amendatory Section shall be required to perform all of the duties and responsibilities of the newly promoted rank. Subsequent to such promotion and upon a determination by the Police Chief that the promoted officer is not satisfactorily performing the duties and responsibilities of the promoted rank, a petition to demote the officer back to his prior rank may be filed by the Chief to the Board. The petition shall set forth the grounds for which the demotion is being sought and notice thereof shall be given to the affected officer within twenty-four (24) hours of the filing of the petition. The Board shall conduct a hearing with respect to the petition for demotion which hearing shall be held in substantial conformance with the herein requirements set forth in Article VI of Section 5 of these rules. Demotions from promoted ranks in the Fire Department shall only be made in accordance with the Fire Department Promotions Act or the provisions of the applicable Collective Bargaining Agreement.

ARTICLE V
TESTING AND FACT SHEETS

SECTION 1. GENERALLY

The Commission recognizes that actual tests, weights and procedures employed in the hiring and promoting of candidates are controlled by changing law and technical procedures. To adapt efficiently to this state of affairs, the Commission shall separate rules from actual test procedures by the mechanism of the fact sheet.

The fact sheet shall be considered a policy statement by the Board for a specific list of eligibles. Although bound by the dictates of each individual fact sheet, no fact sheet shall be construed as rules under Illinois Compiled Statutes and may be changed, at the Board's discretion, without public notice, for such legal, technical, professional or practical reasons as the Board may choose. The fact sheet shall become a part of the minutes and records of the Board.

- a. Tests employed by the Commission shall conform to recognized professional standards and shall give deference to federal, state and local regulations relative to employment and testing. The Board shall consider and may be guided by controlling authority, be it state or federal, to effect substantial compliance with law. Applicant and promotional testing in the Fire Department shall comply with the terms of the Fire Hiring Act, 65 ILCS 5/10-2.1-6.3 or the Fire Department Promotion Act, 50 ILCS 742/1 of the Illinois Compiled Statutes.
- b. When deemed necessary or desirable by the Commission, tests shall be conducted by or with the assistance of such consultants as the Commission may appoint.

SECTION 2. FACT SHEET USAGE

The Commission shall publish, deliver, and otherwise make available to all candidates a fact sheet of hiring or promotional information at some time prior to the first scored procedure.

- a. The fact sheet shall contain such information and guidelines as are normally given and professionally recommended and may include but shall not be limited to, the order and type of tests and pre-requisites that shall comprise the testing procedure culminating in a list of eligibles.
- b. The fact sheet shall include each scored or mandatory step of the testing for the positions under Commission purview, and such weights and passing scores, if any, as are employed in the calculation of the list position.
 - i. Entry Level Tests – Examinations at the entry level may include but are not limited to: orientations, physical aptitudes, written, psychological, oral, medical, polygraph deception detection, drug screens, and background investigation.

- ii. Promotional Tests – Examinations at the promotional level may include, but are not limited to written, oral, efficiency ratings, promotability ratings, Chief's points, and seniority points.
- c. The fact sheet may also include such information as:
- i. Application procedures and consequences, testing dates and locations, required materials or dress.
 - ii. Necessary pre-requisites for employment such as age, education, medical condition, citizenship, etc.
 - iii. Responsibility for recency of address, procedure for notification of results by the Commission, procedure for requesting military points or other preference points.
 - iv. Procedures and deadlines for seeking redress of action.
 - v. Conditions of employment such as pay, benefits, probation procedures, waivers of appointment privileges, post-employment residency, and conduct requirements.
 - vi. Methods for contacting Commission, review principles.

ARTICLE VI

SUSPENSIONS, DISCHARGES, & HEARINGS

- A. Collective Bargaining Agreements. The provisions of any collective bargaining agreement that apply to the Village's sworn police and fire personnel shall govern and control to the extent they are inconsistent with this Article.
- B. Probationary Employees and Exempt Management Personnel. This Article does not apply to probationary employees, who may be suspended or removed from Village service without cause or a finding of a substantial shortcoming. This Article also does not apply to the suspension or removal of employees who currently hold a management position that the Village Board of Trustees has exempted from the Board's appointment authority.

SECTION 1. DEFINITIONS

Counsel as used herein means, one who has been admitted to the bar as an Attorney at Law in the State of Illinois.

Cause is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer no longer occupying his position.

The right to determine what constitutes cause is in the Board.

Preponderance of evidence is defined as the greater weight of evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.

SECTION 2. CAUSES FOR SUSPENSION OR DISCHARGE

Fire and Police Department personnel shall be governed by the rules of the Fire & Police Commission and by the regulations of the specific department. Members of said departments shall not comport themselves in a manner as to bring discredit upon themselves, the department, or the Village of Elk Grove Village.

- a. Violations of said rules or regulations shall constitute cause for the filing of charges before the Board and for hearing and action thereon.
- b. Violation of the laws of the Village, State (except as otherwise provided therein), or federal government shall constitute cause for the filing of charges before the Board, and for hearing and action thereon.

SECTION 3. COMPLAINTS

- a. Form of Statement – Charges filed with the Commission shall be brief in reciting violations of rules and shall consist of offense(s) in the language of said rule, the person involved, and the date(s) of violation. Evidence to be presented at the hearing shall not be included in the charges. Upon request a comprehensive list of witnesses shall be provided either party appearing before said commission.
- b. Form of Paper – All papers filed in any portion of the proceeding shall be typed on one side of each page, double spaced, except that long quotations may be single spaced and indented, shall not be larger than 8-1/2” wide by 11” long with inside margins not less than one inch. Originals shall be signed by the filing party or agent thereof. Should such agent be an attorney of record, such attorney’s full name and address shall be included thereon.
- c. Confirmation of Form – Any doubt as to procedure or specifications as regards the filing of charges may be resolved by consulting the Commission Chairman or Secretary, or the Board’s Attorney.
- d. Complainant. Charges seeking a disciplinary suspension or removal may be filed by only the Police Chief, Fire Chief or Village Manager.

SECTION 4. PRE-HEARING PROCEDURE

- a. Filing – All papers may be filed with the Board by mail, e-mail or delivering them personally to the Recording Secretary of the Board at Elk Grove Village, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board’s office, in the event the paper is delivered personally or by mail, or electronically. In the event a paper is forwarded by mail, the date received shall be the controlling time.
- b. Service – All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party’s address where it was received by a named party.
- c. Computation of Time – The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or is a holiday as defined or fixed in an statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday, then such succeeding day shall also be excluded.

- d. Date of Hearing and Notice - The time and place for the hearing of charges shall be set by the Board, within thirty (30) days of the time of filing of such charges, unless waiver is requested or accepted by the charged party or by mutual agreement of the parties thereto. Notice of such hearing shall be issued by the Board in accordance with Section 4 of Article VI of these rules.
- e. Probable Cause - The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- f. Objectives to Sufficiency of Charges - Motions or objections as to sufficiency of written charges must be filed or made prior to or at the hearing before the Board.
- g. Continuances - The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.

No hearing shall be continued at the request of any of the parties to a proceeding or their attorneys, unless such request is either made orally to the Chairman of the Board, or received in writing at the Board's offices at least three (3) days before the scheduled hearing date.

- h. Stipulations - Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, to a continuance or as to evidentiary matters. The facts so stipulated shall be considered as evidence in the proceeding.
- i. Subpoenas
 - 1. Either the complainant or the respondent may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person of the age twenty-one (21) years and upwards designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.
 - 2. Any request for continuance by reason of inability to serve subpoenas shall be filed on the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.
- j. Waiver of Right to Trial (Laches) - Any defendant who fails to request a hearing within the period provided for herein, or who fails to appear at such hearing set by the Board shall forfeit the right to be heard or present arguments or evidence to the Board.

SECTION 5. HEARING PROCEDURE

- a. Public Hearings - All hearings shall be public in accordance with the Illinois Open Meetings Act.
- b. Procedure - Hearings before the Board are not common law proceedings; the provisions of the "Civil Practices Act" do not apply. However, the principles of fundamental fairness do apply to all arguments and evidence submitted to the Board.
- c. Legal Counsel - Both parties with matters before the Board may be represented by counsel.
- d. Transcription- All proceedings before the Board shall be recorded by a court reporter, the cost of such services to be borne by the Board, although such record need not be transcribed unless requested by the Board or any party of interest.
- e. Burden of Proof - The party initiating any proceedings which call for a hearing before the Board has the burden of proof to establish that cause does or does not exist in the event of any appeal of suspension by a "preponderance of evidence" and should the question of a crime be involved, the rules of "reasonable doubt" shall not control.
- f. Examination of Witnesses - The Board will first hear the witnesses substantiating the charges or the appeal which have been made against the respondent or the party requesting an appeal of suspension, as the case may be. Thereafter, the responding party may present and examine those witnesses whom he desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.
- g. Findings and Decision - The finding and decision of the Board, following a hearing of charges, shall be preserved by the Secretary, and notice of said finding and decision sent to the officer involved and the department head for enforcement. The Board shall have fifteen (15) days to enter said findings. If the finding or decision is that an officer or employee is guilty of charges investigated, and removal or discharge is ordered, such order of removal or discharge shall become effective forthwith.

SECTION 6. SUSPENSION

- a. The Board may suspend any member of the Fire or Police Departments against whom charges have been preferred, with or without pay, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time on any individual charge. Continuances may be granted at the request of the defendant.

- b. The Chief of the Fire or Police Departments shall have the right to suspend any officer under his command for a period of not to exceed five (5) day, providing no charges on the same offense have been filed and are pending before the Board, and he shall notify the Board in writing within five (5) days of such suspension. Any police officer or firefighter so suspended may appeal to the Board for a review of the suspension within five (5) days of the time of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire & Police Commissioners. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such officer, and to the officer so suspended in the same manner as if charges were originally filed before the Board.
- c. Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer so suspended receive his pay for the period involved, may suspend the officer for a period of not more than thirty (30) days, or discharge him, depending on the evidence presented.

SECTION 7. DISCHARGE OR SUSPENSION AFTER HEARING

Discharge from office, or suspension from service in the Fire & Police Departments shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2, Sections 10-2.1 to 10-2.1-30, inclusive, of Chapter 24 of the Illinois Compiled Statutes or the applicable portions of any Collective Bargaining Agreement between the Village and the organization representing the respective employees of the Fire and Police Departments. Should a hearing process be established by the applicable Collective Bargaining Agreement, the employee shall not be entitled to a subsequent or concurrent hearing before the Board.

In findings of guilty as charged where an action is ordered, such action shall be effective forthwith.

Passed by the Board of Fire & Police Commissioners of the Village of Elk Grove,
Illinois, this 26th day of April, 2022.



E. Butch Ehrke, Chairman



Michael P. Kontek, Secretary



Stephen C. Scholten, Commissioner