



FLOSSMOOR

VILLAGE OF FLOSSMOOR PERSONNEL MANUAL

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SECTION 1

GENERAL PROVISIONS

- 1.1 PURPOSE OF THE MANUAL:** The purpose of this manual is to provide all employees with guidance regarding their employment with the Village and the conduct expected of Village employees. This manual is not intended to address every detail of the employment relationship, rather it reflects the policy of the Mayor and Board of Trustees to attempt to promote fair treatment of Village employees in order to best serve the residents of the Village. Employees are urged to carefully read this manual and understand its application. Clarification and interpretation of the manual shall be made by the Village Manager as the Chief Administrative Officer of the Village.
- 1.2 DISCLAIMER:** EMPLOYEES SHOULD BE AWARE THAT THIS PERSONNEL POLICY MANUAL IS NOT INTENDED TO CREATE A CONTRACT OF EMPLOYMENT. RATHER, IT IS SIMPLY INTENDED TO DESCRIBE THE VILLAGE'S PRESENT POLICIES AND PROCEDURES. THESE POLICIES AND PROCEDURES, WHICH SUPERSEDE ALL PREVIOUS POLICIES AND PROCEDURES, MAY, AND LIKELY WILL BE, CHANGED FROM TIME TO TIME AS THE VILLAGE DEEMS APPROPRIATE. FURTHER, FULL-TIME EMPLOYEES, DEPARTMENT DIRECTORS AND ALL PART-TIME, TEMPORARY AND SEASONAL EMPLOYEES CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AT ANY TIME AT THE OPTION OF THE VILLAGE. NO REPRESENTATIVE OF THE VILLAGE OTHER THAN THE VILLAGE MANAGER, WITH THE APPROVAL OF THE VILLAGE MAYOR AND BOARD OF TRUSTEES, HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT FOR A SPECIFIED PERIOD OF TIME OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING.
- 1.3 COLLECTIVE BARGAINING AGREEMENTS:** Where this manual addresses the same subject matter as any collective bargaining agreement covering Village employees, or the rules and regulations of the Board of Fire and Police Commissioners (BOFPC), the provisions of the collective bargaining agreement, or the BOFPC's rules and regulations, shall control, only to the extent inconsistent herewith. This manual supersedes all departmental rules and past practices, to the extent inconsistent herewith, except that Department rules which are more restrictive or impose a higher standard shall supersede.
- The foregoing means that in cases of conflict, the following hierarchy of rules/regulations applies:
- Collective Bargaining Agreement/BOFPC Rules
 - Village Personnel Policy Manual
 - Departmental Rules/Regulations
- 1.4 PERSONNEL DIRECTOR:** The Village Manager may designate or appoint a Personnel Director who shall administer the provisions of this manual. The position of Personnel Director may be an additional assignment of an existing employee.

- 1.5 VILLAGE MANAGER:** As the Chief Administrative Officer of the Village, the Manager is responsible to the Mayor and Board of Trustees for the official business-like operation of the day-to-day affairs of the Village. In addition to his/her responsibilities to the Village Mayor and Board of Trustees, the Manager establishes certain operating procedures and personnel rules, and is the final authority regarding the hiring or dismissal of employees, except as otherwise provided by State law or the Village Mayor and Board of Trustees.
- 1.6 AMENDMENTS:** The Village reserves the right to add to, subtract from, supplement, modify, or amend these rules, policies or the benefits described herein at any time, as directed by the Mayor and Board of Trustees.
- 1.7 OPEN DOOR POLICY:** 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 discuss problems with their supervisor. The supervisor will discuss the circumstances with the employee and attempt to resolve the matter. 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 their supervisor, their Department Director or the Village Manager. Employees are permitted to circumvent their supervisor if the violation is committed or involves the person to whom the employee reports. Employees are encouraged to submit concerns in writing to facilitate the Village's investigation into the matter. The Village will investigate the matter and recommend and coordinate any compliance efforts or corrective or disciplinary action that may be taken against persons found to have violated Village policy. 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.

SECTION 2

(Revised 12-16-19)

DEFINITIONS

- 2.1 ANNIVERSARY DATE:** Anniversary date for salary purposes is the date that an individual becomes a full-time employee of the Village or the date of an employee's latest promotion, whichever is applicable. Anniversary date for all other purposes is an employee's start date.
- 2.2 APPOINTMENT:** The selection of a person, who is not a present employee of the village, to a full or part-time position on a regular or temporary basis in the Village service.
- 2.3 DEMOTION:** A change in the employment status of an employee to a position involving a decrease in responsibility and a lower salary.
- 2.4 EMPLOYEE:** A person occupying a position in the village service or a person who is on authorized leave of absence whose position is being held pending the return of that person.
- 2.4.1 Full-Time:** An employee who works at least 40 hours per week (37 1/2 hours for clerical and administrative personnel) on a regular basis, and is not in any probationary period (see Section 2.4.4 below).
- 2.4.2 Regular Part-Time:** An employee who works less than the designated hours required to fill a full-time position but on a regular basis as approved by the Village Manager.
- 2.4.3 Part-Time, Irregularly Scheduled:** An employee working for the Village, but on an "as needed" basis only, as determined by the Department Director and approved by the Village Manager.
- 2.4.4 Probationary:** The first twelve (12) months of full-time employment, or the first twelve (12) months in any new full-time position, shall be considered a probationary period. During the probationary period, the Village Manager or his/her designee will evaluate the employee's performance to determine whether he/she should continue as a full-time employee. At least two weeks prior to the end of the first twelve (12) months of full-time employment, an evaluation of the probationary employee will be completed by the Department Director and a report submitted to the Village Manager to determine whether the employee should continue as a full-time employee.
- 2.4.5 Temporary (or Seasonal):** An employee whose period of employment is limited by seasonal conditions or by other restrictive qualifications.
- 2.4.6 Exempt:** An employee who is not eligible for overtime pay or compensatory time as determined by the Village under the Fair Labor Standards Act.

- 2.4.7 Non-exempt:** An employee who is eligible for overtime pay or compensatory time as determined by the Village under the Fair Labor Standards Act.
- 2.4.8 Department Director:** Department Directors include employees in the following positions: Village Manager, Fire Chief, Police Chief, Director of Public Works, Assistant Village Manager, and Finance Director. Unless otherwise set forth in an individual employment agreement authorized and entered into by the Village Board, Department Directors are employed on an at-will basis.
- 2.4.9 Fire Department Shift Duty Employees (Captains):** Fire Department Shift Duty Employees (Captains) are full-time Village of Flossmoor Fire Department Employees who are appointed by the Village of Flossmoor Board of Fire and Police Commissioners (BOFPC) and who work a defined work period and a work cycle.
- 2.5 LAYOFF:** A separation of an employee from Village service which has been made necessary, at least in part, by lack of work or funds, or other economic reason. A layoff of twelve (12) months automatically becomes a termination at the end of the twelve (12) months.
- 2.6 POSITION:** A group of current duties and responsibilities assigned or delegated by management and requiring the full or part-time service of at least one employee.
- 2.7 PROBATIONARY PERIOD:** An initial evaluation period upon commencement of a new position with the Village. Typically, this period is 12 months unless an exception is made by the Village Manager.
- 2.8 PROMOTION:** A change in the job title of an employee to a position involving an increase in responsibility and a higher salary.
- 2.9 COMPENSATION:** The hourly, weekly, monthly, or annual monetary amount which the Village will pay directly to an employee for work performed.
- 2.10 SUSPENSION:** Relieving an employee from work without pay for a specific period of time for disciplinary purposes. For exempt employees, suspensions are imposed in accordance with the Fair Labor Standards Act.
- 2.11 TERMINATION:** A discontinuance of employment with the Village. After twelve (12) months a layoff is automatically considered a termination.

SECTION 3

(Revised 12-16-19)

SUBSTANCE ABUSE POLICY AND PROGRAM

3.1 STATEMENT OF POLICY: It is the policy of the Village of Flossmoor that the public has the absolute right to expect that the persons employed by the Village will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty, to set a positive example for the community, and to avoid creating the appearance that they are not fit and able. The purpose of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees.

3.2 DEFINITIONS:

- a. "Under the influence" means, with respect to alcohol, a blood alcohol concentration of .02 percent or more, or an appearance, behavior or speech, which leads a supervisor to reasonably suspect that an employee's ability to perform his or her job safely and effectively has been impaired by alcohol.
- b. "Under the influence" means, with respect to drugs, the presence of any detectable amounts of a drug, or its metabolites, or an appearance, behavior or speech, which leads a supervisor to reasonably suspect that an employee's ability to perform his or her job safely and effectively has been impaired by drugs.
- c. "Drugs" includes any controlled substance as listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. §812, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages, or any other intoxicating substance. Drugs include, but are not limited to: narcotics (heroin, morphine, opioids and opiates, etc.) cannabis (marijuana, hashish), stimulants (cocaine, crack, amphetamines, etc.) depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs", etc.).

3.3 PROHIBITIONS: Village employees shall be prohibited from:

- a. consuming, possessing, distributing or being under the influence of alcohol at work;
- b. possessing, using, selling, purchasing, delivering, or being under the influence of any drug at work;
- c. for safety sensitive employees, possessing, using, selling, purchasing, delivering, or being under the influence of drugs or alcohol off-duty in a manner that impacts the ability to perform job duties, and

- d. failing to report to the employee's supervisor any known side effects of medication or prescription drugs which the employee may be taking that impact the ability to perform job duties safely. Employees have a responsibility to review all side effects of prescription medication.
- e. for law enforcement officers, firefighters and paramedics, possessing, using, selling, purchasing, delivering, or being under the influence of drugs on duty or off duty.

3.4 DRUG AND ALCOHOL TESTING PERMITTED: Where the Village has reasonable suspicion, including following workplace accidents, to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used drugs, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this manual. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

3.5 ORDER TO SUBMIT TO TESTING: Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this manual, the Village shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

3.6 TEST TO BE CONDUCTED: In conducting the testing authorized by this manual, the Village shall:

- a. In the case of the employee being suspected of being under the influence of alcohol only, use the Village Police Department alcohol breath test instrument with the instrument operated by a Flossmoor Police Department Officer who is a State of Illinois licensed operator and assigned by the on-duty Police Department Shift Commander. Completion of an alcohol breath test does not preclude additional testing of blood or urine at a clinical laboratory or hospital facility.
- b. In any case involving suspected use of any controlled substance, use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- c. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- e. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting

a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

- f. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expenses; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the test.
- h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
- i. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

3.7 VOLUNTARY REQUEST FOR ASSISTANCE: The Village shall not terminate any employee for coming forward and voluntarily seeking treatment, counseling or other support for any alcohol or drug-related problem, (except as provided in f below), although the Village may reassign, transfer, or suspend the employee (with or without pay) or require him/her to use leave or vacation time, as the Village deems necessary to conduct its business. The above is subject to the following conditions:

- a. the employee may not escape discipline by first requesting such treatment or leaves after violating Village policies or rules of conduct
- b. the employee must agree to appropriate treatment as determined by a Village designated physician, which may include drug or alcohol testing during treatment
- c. the employee must immediately discontinue use of drugs or use of alcohol
- d. the employee must successfully complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months
- e. once returned to work, even if still in treatment, the employee must submit to and pass random drug and/or alcohol testing during hours of work for a twelve (12) month period
- f. a request for treatment shall not preclude the Village from taking disciplinary action, up to and including termination, for conduct that impacts the employee's performance of job duties, including conduct in the workplace and conduct which

constitutes a violation of a penal statute which regulates controlled substances or the operation of a motor vehicle while under the influence of intoxicating alcohol, drugs, or a combination.

Village employees who do not agree to or do not act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his/her duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee will be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

3.8 PENALTIES: Village employees who violate this Substance Abuse Policy, including failing to meet any requirement of the voluntary assistance rules, shall be subject to discipline, up to and including termination.

3.9 DRUG AND ALCOHOL POLICY FOR EMPLOYEE DRIVERS REGULATED BY THE DEPARTMENT OF TRANSPORTATION

- a. Purpose: The purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements under 49 CFR and Part 382. It is the policy of the Village of Flossmoor that its drivers be free of substance and alcohol abuse. Consequently, the use of drugs by drivers is prohibited. Further, drivers shall not use alcohol or engage in "prohibited conduct" as defined herein. The overall goal of this policy is to ensure a drug-free and alcohol-free transportation environment and to reduce accidents, injuries and fatalities.
- b. Definitions:
 - 1. "Driver" means any person who operates a commercial motor vehicle as defined in CFR Part 382.107. This includes, but is not limited to, full time, regularly employed drivers and part time or occasional drivers. For purposes of pre-employment testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.
 - 2. "Safety Sensitive Function" means a transportation activity that carries enough risk to merit extra safety precautions. Defined in 49 CFR Part 383 to mean: waiting to be dispatched; performing inspections or vehicle service; driving or on the vehicle; performing or supervising loading or unloading, etc.
- c. Consequences of Policy Violation: Any driver who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.
- d. Prohibited Conduct: The following shall be considered "prohibited conduct" for

purposes of this policy:

1. No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
2. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
7. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle.

If a driver engages in prohibited conduct, the driver is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Village may, in its discretion, at the request of the driver, keep the driver's position open while such driver attempts to become re-qualified. The Village may also take action against the driver up to and including termination.

- e. **Refusal to Test:** Refusal to submit to the types of drug and alcohol tests employed by the Village will be grounds for refusal to hire driver/applicants and to terminate employment of existing drivers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Refusing to sign step 2 of the alcohol form is considered a refusal test. A delay in providing a urine or breath specimen could be considered a refusal. If a driver cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the Village's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine) it will be considered a refusal to test. In that circumstance, the driver has violated one of the prohibitions of the regulations.
- f. **Types of Tests:** Pursuant to regulations promulgated by the Department of Transportation (DOT), the will test for drugs and alcohol in six circumstances:
 1. **Pre-employment Testing:** All applicants for driving positions must submit to a urine drug test if: (1) the Village can verify that the driver has participated in a

valid drug testing program within the preceding thirty (30) days; (2) while participating in that program, was either tested within the past six (6) months or participated in a random selection program for the previous twelve (12) months; and (3) no prior employer has knowledge that the driver violated any part of the regulations within the last six (6) months.

2. Random Testing: The Village conducts random drug and alcohol testing. The Village will submit all drivers' names to a random selection system. The random selection system provides an equal chance for each driver to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. The Village Consortium will drug test 50 percent of the average number of driver positions in each calendar year or at a rate established by the Department of Transportation (DOT) for the given year. The Village Consortium will select 25 percent of the average number of driver positions in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in the same drivers being selected in successive selections or more than once in a calendar year. Alternatively, some drivers may never be selected for random testing.

If a driver is selected at random for either drug or alcohol testing, a Village official will notify the driver. Once notified by the Village official, every action the driver takes should lead to being tested. If the driver engages in conduct that does not lead to testing as soon as possible after notification, such conduct may be considered a refusal to test.

3. Post Accident Testing: The driver must submit to drug and alcohol testing any time he or she is involved in an accident where: (1) a fatality is involved; (2) the driver receives a citation for a moving violation arising from the accident and any party involved requires immediate treatment for an injury away from the accident scene or if any vehicle involved incurs "disabling damage" (i.e., must be towed away). Following any accident, the driver must contact the Village as soon as possible. Drivers will be presented with instructions for post-accident drug and alcohol testing. The driver shall follow the instructions for post-accident drug and alcohol testing. The driver shall follow the instructions provided by the Village.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease.

In the event that federal, state or local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable federal, state or local requirements.

The Village may request testing documentation from such agencies, and may ask the employee to sign a release allowing the Village to obtain such test results.

In the event a driver is so seriously injured that the driver cannot provide a sample of urine or breath at the time of the accident, the driver may provide necessary authorization for the Village to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the driver's system at the time of the accident.

4. Reasonable Suspicion Testing: Reasonable suspicion for requiring a driver to submit to drug and/or alcohol testing shall be deemed to exist when a driver manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such driver conduct must be witnessed by at least one supervisor trained in compliance with DOT Regulation 382.603. Should a supervisor observe such symptoms or reaction, the driver must submit to testing.
5. Substance Abuse Evaluation, Return to Duty, and Follow-up Testing: Any driver who engages in prohibited conduct shall be provided with the names, addresses and telephone numbers of qualified substance abuse professionals (SAPS). A driver may not be returned to safety-sensitive duties until the driver has been evaluated by a SAP and submits to any treatment the SAP prescribes. Following evaluation and treatment, if any, in order to become re-qualified, the driver must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such driver is also subject to follow-up testing. Follow-up testing is separate from and in addition to the Village's reasonable suspicion, post-accident and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with the instructions of the SAP. Follow-up testing may continue for a period of up to sixty (60) months following the driver's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months of follow-up testing. The Village does not guarantee or promise a position to the driver should he/she regain qualified status.

g. Authorization for Previous Test Records

Within fourteen (14) days of performing a safety sensitive function, DOT regulations require that the Village obtain certain drug and alcohol testing records from drivers' previous employers for the previous two years. The Village will verify that no prior employer of the driver has records indicating a violation of the DOT rule pertaining to controlled substance or alcohol use within the previous two (2) years. As a condition to employment, the driver shall provide the Village with a written authorization for all previous employers within the past two years to release such drug and alcohol testing records as the regulations require.

h. Drug Urinalysis

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a SAMHSA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. The SAMHSA-certified laboratory will perform initial screenings on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the Medical Review Officer as a positive.

All laboratory results will be reported by the laboratory to the Medical Review Officer (MRO) designated by the Village. Before reporting a positive test result to the Village, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the designated Village management official who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is not available, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after five (5) days, or if the driver cannot be contacted at all within thirty (30) days, the MRO may verify the test as positive. After any positive verification, the driver may petition the MRO to reopen the case for reconsideration.

Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Village and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial must be tested by a different SAMHSA-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test. The request for testing of a secondary specimen is timely if it is made to the MRO within seventy-two (72) hours of the individual being notified by the Village of a positive test result.

i. Alcohol Tests

Alcohol testing will be performed using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol testing site as notified by the

Village. The driver shall follow all instructions given by the alcohol technician.

Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than fifteen (15) minutes and no later than thirty (30) minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for twenty-four (24) hours or until his/her next scheduled on duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. Under its independent authority, the Village may take disciplinary action against an employee with a blood alcohol concentration of less than .04. All alcohol tests shall be performed just prior to, during, or just after duty.

j. Supervisor Training

The Village shall ensure supervisors designated to determine whether or not reasonable suspicion exists to require a driver to undergo testing under DOT Regulation 382-307 receive at least sixty (60) minutes of training on recognizing alcohol misuse, and receive at least sixty (60) minutes training on recognizing controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

SECTION 4

(Revised 12-16-19)

PAY PLAN

4.1 PAY SCALE: The Village Manager shall be responsible for the development of a uniform, equitable pay plan as directed and approved by the Mayor and Board of Trustees. Pay for new employees and promoted employees includes the steps below. No probationary employee shall be advanced from their current step without having first completed the probationary period and granted full-time employee status.

4.1.1 Entry Level Rate: The employee shall receive the entry level salary for the position, except as provided for in section 4.2.

4.1.2 Step One: Upon completion of the first year's employment, the employee's salary may be increased by an amount equal to 50% of the difference between their current actual salary and the midpoint of the salary range for the position.

4.1.3 Step Two: Upon completion of the second year's employment, the employee's salary may be increased to the midpoint of the salary range for the position.

4.1.4 Step Three: Upon completion of the third year's employment, the employee's salary may be increased by an amount equal to 17% of the remaining difference between their current actual salary and the current salary goal for the position.

4.1.5 Step Four: Upon the completion of the fourth year with the Village, the employee's salary may be increased by an amount equal to 20% of the remaining difference between their current actual salary and the current salary goal for the position.

4.1.6 Step Five: Upon completion of the fifth year with the Village, the employee's salary may be increased by an amount equal to the 25% of the remaining difference between their current actual salary and the current salary goal for the position.

4.1.7 Step Six: Upon completion of the sixth year with the Village, the employee's salary may be increased by an amount equal to 33% of the remaining difference between their current actual salary and the current salary goal for the position.

4.1.8 Step Seven: Upon completion of the seventh year with the Village, the employee's salary may be increased by an amount equal to 50% of the remaining difference between their current actual salary and the current salary goal for the position.

4.1.8 Step Eight: Upon completion of the eighth year with the Village, the employee's current actual salary may be brought to the current salary goal for the position.

A Department Director, with the Manager's concurrence, may withhold or accelerate some or all of the annual increment based on performance.

The pay scale for new employees hired prior to May 1, 2019 is found in Appendix B.

- 4.2 NEW APPOINTEES:** Generally, a new employee shall be hired at the entry level pay rate for the position. The pay rate for each position is based upon the assumption that a new employee meets the minimum qualifications stated in the job description. Job descriptions are on file in the Village Manager's office.

When a new employee more than meets the minimum qualifications, or if an employee is re-employed or reinstated in his/her original position or in another position within a similar job description, that person may be appointed at a rate higher than the Entry Level Rate, subject to the approval of the Village Manager. Conversely, with approval of the Village Manager, original employment below the Entry Level Rate may be authorized where the most qualified candidate possesses less than the minimum qualifications for the available position. When the employee demonstrates performance at a level that reflects the minimum qualifications, he/she shall be advanced to the entry level pay.

- 4.3 PROMOTIONS:** A promotion is a change in the job title of an employee to a position involving an increase in responsibility and a higher salary. When an employee is promoted to and occupies a position in a higher pay range, the employee's pay rate shall be increased to a step within the new position's pay range that is closest to the employee's present pay rate, without going under. For determination of future step increases in the new pay range, the date of promotion shall be the new anniversary date of the promoted employee. The first 12 months in the new position is considered to be a probationary period.

- 4.4 TRANSFER, DEMOTION:** The pay of an employee transferred to another position of the same pay range shall remain unchanged. The pay of an employee demoted to a position of a lower pay range shall be reduced to the new position.

- 4.5 TEMPORARY ABSENCES AND VACANCIES (Added 9.6.22):** In the absence of the Village Manager, the Assistant Village Manager will serve as Acting Village Manager. In an instance where the Village Manager is absent, and Assistant Village Manager is unable to fulfill the role of Acting Village Manager, the Village Manager or their designee shall assign a Department Director to serve as the Acting Village Manager. If a designee is not assigned, then the Department Director with the highest seniority as Department Director with the Village shall serve as the Acting Village Manager. In the temporary absence or vacancy of a Department Director, the Assistant Director of the Department with the vacancy will serve as the Acting Director unless otherwise assigned by the Village Manager.

In an instance where an employee serves as the Acting Village Manager or an Acting Department Director for 21 or more consecutive calendar days during a Temporary Absence of the Village Manager or Department Director, the employee will receive a 5% increase in their base pay for working in the Acting Village Manager/Director capacity for the days worked.

In an instance where an employee serves in an Acting capacity as an Assistant Department Director, Commander or Foreman, for 21 or more consecutive calendar days during a Temporary Absence, the employee will receive a 2% increase in their base pay for working in the Acting role for the days worked.”

a. Definitions:

1. Temporary Absence: A vacancy created by the Village Manager, Department Director, Assistant Director, Commander, or Foreman being on a temporary leave from the Village which can include, but is not limited to, a vacation, planned or unplanned absence, or medical-related leave.
2. Vacancy: The Village Manager, a Department Director, an Assistant Director, Commander, or Foreman position is open, and an individual is currently not permanently employed by the Village in the open position. This may occur, but is not limited to, when an employee in one of these positions, retires, resigns or is otherwise terminated by the Village, but a permanent successor has not been named.”

SECTION 5

HIRING AND RECORDS

5.1 EQUAL EMPLOYMENT: The Village Manager, or his/her designee, shall have the responsibility and authority for recruiting, selecting, retaining, suspending, and removing all Village employees other than those employees whose method of appointment or removal is fixed by statute or ordinance. Appointments to all positions shall be solely on the basis of merit which shall be determined by evaluation of the applicant's training, education, experience, character, and ability to perform the tasks required. There shall be no unlawful discrimination because of race, color, sex, age, religion, national origin, ancestry, marital status, sexual orientation, mental or physical disability, unfavorable military discharge (except dishonorable), or any other protected status.

5.2 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.

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.

5.3 EXAMINATIONS AND PHYSICAL EXAM: During the selection process, examinations, skill assessments, tests, screening interviews, examples of work ability, and other pre-employment evaluations and selection tools may be used to determine the qualifications of applicants. The purpose of pre-employment testing is to verify that the candidate is able to perform the requirements of the position for which he/she has been conditionally offered employment.

Final candidates will undergo a physical examination and/or psychological examination,

drug screen and background check. Applicants must furnish the Village with appropriate release documents authorizing the examining professional(s) to furnish the Village with medical/psychological information from the exam, as well as background information, if applicable.

- 5.4 PHYSICAL STANDARDS:** The Board of Fire and Police Commissioners establishes physical standards for the uniformed police and fire service. Applicants for other positions must meet the physical requirements established for the position for which they apply as a condition of employment.
- 5.5 PROBATIONARY PERIOD:** The probationary period consists of actual time worked on the job and shall be regarded as an integral part of the examination process. The probationary 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.
- 5.6 RESIDENCY:** Employees need not be residents of the Village at the time of hiring. with the exception of full-time Fire Department employees who must establish residency within a 20 mile radius of Village Hall prior to the completion of their probationary period. All employees must live sufficiently close to Village Hall so as not to have their punctuality or attendance impaired by adverse weather or other conditions. Employees will be responsible to ensure sufficient transportation such that their attendance or punctuality will not be impaired due to transportation difficulties. **Revised 10.19.20**
- 5.7 LICENSES AND OTHER CERTIFICATES:** Applicants for a position requiring a license and/or certification must present valid proof of same prior to the first assigned starting date. An employee who will operate a Village-owned vehicle must possess a valid driver's license appropriate to the type of Village vehicle(s) to be operated. Driver's license status and previous driving history will be verified with the Secretary of State. Where an employee is required to operate a Village-owned vehicle as a condition of his/her employment, the employee shall continue to possess a valid driver's license. All employees must report any changes in certifications or licenses required for the employee's position, including any change in the employee's driver's license status.
- 5.8 RELATIVES:** Relatives of an employee may be employed by the Village. However, two members of an immediate family shall not be employed at the same time if such employment will result in an employee's supervising a member of his/her immediate family. This policy applies to promotions, demotions, transfers, reinstatements, and new appointments. For purpose of this section only, the immediate family is defined as wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, aunt, uncle, brother-in-law, and sister-in-law. Section 5.8 shall not apply to those employees

covered by the Board of Fire and Police Commissioners. In the event a conflict is created under this policy, the employees shall first be given the opportunity to resolve the conflict through application for a transfer or through termination of employment. If the employees are unable to resolve the conflict, the Village Manager shall arrange for an involuntary transfer, or if necessary termination, based on consideration of factors such as the availability of openings for which the effected employees are qualified and the ability to fill a vacancy created.

- 5.9 EMPLOYEE RECORDS:** A personal history file shall be maintained for each full-time and part-time or temporary employee. Such files shall include basic personnel information such as job application forms, withholding statements, named beneficiaries, performance evaluations, promotional records, commendations, disciplinary actions, etc. Upon written request, an employee may examine his/her own personnel file while in the presence of the Village Manager or his/her designated representative to the extent permitted by the Illinois Access to Personnel Records Act.

The employee will not be permitted to remove any document from the employee's personnel file. However, the employee may request copies of the information contained in the employee's personnel file.

- 5.10 BACKGROUND INVESTIGATION AND CRIMINAL ACTIVITY:** A background investigation shall be completed on every prospective employee prior to appointment. A prospective employee may be finger-printed as a pre-requisite to employment. Employees must report any criminal convictions the next business day after the conviction and must report any arrest the next business day for purposes of facilitating investigation into the allegations to determine if there has been a violation of Village policy or other change in eligibility for continued employment. Village staff will request, use, and retain only personal information about employees that is required for business or legal reasons.

- 5.11 CONFIDENTIALITY OF INFORMATION POLICY:** Village employees who have access to information through the performance of their job duties are to maintain the confidentiality of such information unless the performance of their official duties requires the information to be disclosed.

Confidential information is to be used only in connection with the legitimate functions of an employee's job duties. Otherwise, the release of confidential information shall occur only with proper authorization and to the extent consistent with law. If contacted personally about confidential information, the employee should direct the inquiring party to the supervisor or the Department Director. As it is important that this confidentiality policy be coordinated with the Village's legal obligations, including its obligation to provide public records in response to requests under the Illinois Freedom of Information Act, employees should not respond to any requests for information unless expressly authorized.

Confidential information encompasses information about citizens and non-public information about operations and employees. Such 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, information about minors, and other sensitive information. Other confidential information includes trade secrets, reports and analysis prepared by the Village or third parties that have not been released to the public, information provided for audit purposes that has not been released to the public, information related to other actions that remain under review or in a preliminary or draft state, attorney-client communications, or other information that is not subject to disclosure under state or federal law.

Village Records

No Village-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Village) may be removed from Village premises without permission from the employee's supervisor or Department Director. Additionally, the contents of Village records or information otherwise obtained in regard to Village business shall not be disclosed to anyone, except where required for the performance of official duties.

Verbal Disclosure of Confidential Information

Employees shall not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Village. Employees who are unsure about the confidential nature of specific information or an employee's authorization to share such information internally or externally must ask their supervisor or Department Director for clarification.

SECTION 6

PERFORMANCE EVALUATION

6.1 PERFORMANCE REVIEW: The Village strives to provide each employee with a performance evaluation annually, if not more frequently. The purpose of the performance evaluation is to measure an employee's performance standards in light of the requirements of the employee's particular position; to promote the development and improvement of employee performance to the highest possible standard; and to identify both the strengths and weaknesses of the employee and form the basis for training and specialization.

The performance planning and review process has three components which are described as follows:

- a. **Performance Planning:** Performance planning is the development of individual performance goals for each full-time position. These standards will be listed in a standard format, and the employee will have an opportunity to provide input into the planning process.

Performance plans, as outlined in forms for each position, are to be approved by Department Directors and the Village Manager.
- b. **Performance Monitoring:** Performance monitoring consists of regular check-in on progress toward the position's performance goals.
- c. **Performance Review:** Performance review is an annual review of employee performance as measured against the adopted plan for each full-time position. The Department Director will review and discuss an evaluation with each employee.

Employees may also be placed on a performance improvement plan outside of the performance evaluation process to address problems with their performance or behavior at work. A performance improvement plan will contain specific objectives to be met within a set timeframe. Failure to satisfy the objectives and requirements of a performance improvement plan may result in discipline or termination.

SECTION 7

(Revised 12-16-19)

ANTI-HARASSMENT POLICY

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 or appointed official (collectively “Village Employees”) to harass any other employee, supervisor, elected official or appointed official of the Village, or permits Village employees to be harassed by any vendor, client, customer or other person. The Village shall take appropriate action, up to and including dismissal, for violations of this policy by employees.

7.1.1 PROHIBITED CONDUCT: This policy prohibits harassment or other workplace discrimination based on a Village 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; and
- 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.

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.

7.1.2 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 work place by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are suggestive, demeaning or pornographic.

7.2 RESPONSIBILITY OF A VILLAGE EMPLOYEE: Everyone at the Village can help assure that our workplace is free from prohibited discrimination or harassment. Every Village Employee is expected to avoid any behavior or conduct that could reasonably be

interpreted as prohibited harassment under this policy. Village Employees are encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, Village Employees should come forward with complaints about alleged problems or violations of this policy at any time. Village 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 Village employee, not even the highest-ranking person in the Village, is exempt from the requirements of this policy.

7.3 COMPLAINTS OF HARASSMENT: If Village Employees experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the Village expects the Village Employee to notify promptly the person's supervisor, another supervisor, a department director or the Village Manager; provided however, if the complaint involves an elected official of the Village, all complaints shall be made directly to the Village Manager, who shall immediately assign the complaint to a special investigator for processing. 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.

7.4 VILLAGE RESPONSE: All reports describing conduct that is inconsistent with this policy will be investigated promptly. Village 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, for any Village Employees other than an elected official. 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, for any Village employee other than an elected official, as is appropriate under the circumstances, regardless of the job positions or the appointed position 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.

Village 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, Village 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	Equal Employment Opportunity Commission
100 W. Randolph St., Suite 10 100	500 West Madison Street, Ste. 2800
Chicago, IL 60601	Chicago, Illinois 60661-2511
(312) 814 6200	(312) 353-2713

7.5 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 8

DISCIPLINARY ACTION

8.1 PURPOSE: Regulations regarding the conduct of employees promote the orderly operation of the Village. Disciplinary action may be necessary when an employee fails to abide by the rules and regulations set forth in this Personnel Manual, including standards of conduct, as noted below, does not abide by departmental regulations when such are in effect, fails to perform satisfactorily, or otherwise engages in conduct that is detrimental to the Village's operations or public service.

8.2 TYPES OF DISCIPLINARY ACTIONS: The Village can take any of the following forms of disciplinary actions with employees covered under this section even for a first offense.

8.2.1 Verbal Reprimand: A verbal reprimand is given by the supervisor or Department Director to make an employee aware of a problem(s) and the manner in which the problem(s) can be resolved. A record of such action is maintained by the Department.

8.2.2 Written Reprimand: A written letter of warning may be used to address repeated misconduct following a verbal reprimand or to address misconduct in the first instance. This letter shall include a description of the incident, an outline of the circumstances surrounding the incident, and a statement regarding the resolution of the incident. The letter of warning shall be given to the employee, and a copy shall be placed in the employee's personnel file.

8.2.3 Suspension: A suspension is a temporary removal of an employee from active service, without pay by the Department Director with the consent of the Village Manager. Notice of suspension shall be in writing and is to include a documentation of the reasons for suspension and the length of the suspension. A notice of the suspension shall be placed in the employee's personnel file.

8.2.4 Demotion: A demotion is the reassignment of an employee to a vacant position that entails less responsible work when the Village determines, in its sole discretion is an appropriate action in lieu of terminating an employee whose performance has not been satisfactory. The Department Director, with the consent of the Village Manager, may demote any employee to an available vacant position for which the employee is qualified. A reduction in salary shall accompany a demotion. When a demotion is made, a notice of demotion shall be given to the employee involved. The notice shall include the reasons for the demotion and the effective date of the demotion. A copy of the demotion shall be placed in the employee's personnel file.

8.2.5 Termination: The Department Director, with the consent of the Village Manager, may dismiss employees. When the dismissal is effectuated, a notice of dismissal shall be given to the employee involved. A copy of the dismissal notice shall be placed in the employee's personnel file.

8.3 STANDARDS OF CONDUCT: All Village of Flossmoor employees are expected to demonstrate responsible, professional behavior, adhere to acceptable business

principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. Employees are encouraged to observe the highest standards of professionalism at all times. Listed below are some of the rules and regulations of the Village. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Village considers inappropriate and which could lead to disciplinary action up to and including an unpaid suspension or termination of employment without prior warning, at the sole discretion of the Village, include but are not limited to the following:

- Violation of any Village policy, departmental work rules, ordinance or law;
- Violation of the Village's equal employment and anti-harassment policy;
- Violating the Village's technology resources policy;
- Insubordination, including failure or refusal to follow a supervisor's work orders;
- Fraudulent statements or actions involving Village records or business activities;
- Falsification of time cards, records, medical forms, employment applications, or other documents or materials
- Failure to enter time on time card in accordance with standard procedure;
- Clocking in or out for another employee, or intentional alteration of another employee's timecard;
- Destruction, damage, misuse, or unauthorized use of Village property, including personal use;
- Failure to follow safety rules and regulations, or failure to abide by safety practices; or willful violation of safety and health requirements;
- Selling, distributing, using, consuming, being in possession of, or being under the influence of alcohol or prohibited substances while on Village premises, while conducting Village business, while operating Village equipment, or while in the performance of any other assigned duties;
- Physical violence, threats, or intimidation;
- Possession of a firearm, weapon, explosives or other dangerous object or substance on Village premises;
- Theft or attempted theft from the Village, fellow employees, visitors or others on Village property or while conducting Village business, while operating Village equipment or while in the performance of any other assigned duties;
- Unauthorized disclosure of Village, employee, or resident confidential and/or proprietary information;
- Disparagement of Village to third parties
- Disparagement of Village officials and employees;
- Soliciting or receipt of tips, loans, and/or gifts from a prohibited source, violating the Village's ethics ordinance, or engaging in unethical conduct in violation of Village policy or local, state or federal law;
- Acts of commission or omission which are hazardous or potentially hazardous to other staff, or visitors;
- Sleeping during working hours;
- Using scheduled work time for activities other than job performance, or

working on non-Village jobs during Village work time or using Village equipment;

- Unauthorized absences, including absence from work without proper notification to the Department Director or designee for three (3) scheduled working days. This will be considered a voluntary resignation without notice;
- Failure to call in and notify the Village of an absence at least one half hour prior to the start of the shift;
- Excessive absence or tardiness or a pattern of inappropriate sick leave usage or otherwise misusing benefits;
- Use of profane or abusive language or otherwise engaging in rude or discourteous behavior;
- Failure or refusal to participate in an internal investigation;
- Conviction of crime;
- Leaving work station or work site during working hours, unless with authorized permission or performing activities related to the employee's job;
- Willful disregard of the requirements of the job;
- Any other misconduct as determined by the Village.

SECTION 9

SEPARATION OF EMPLOYEES

- 9.1 TERMINATION/SUSPENSION:** Employees may be suspended and/or terminated in accord with Section 8. A layoff of twelve (12) months automatically becomes a termination at the end of the twelve (12) months.
- 9.2 RESIGNATION:** A regular full-time employee is required to give a minimum of two weeks (14 calendar days) notice. The notice shall be in writing and shall state the effective date of the resignation and the reasons for leaving. This notice shall be given to the Village Manager.
- 9.3 LAYOFFS:** The Village may implement layoffs as it determines necessary. The order of the layoff shall be determined by the Village Manager. Seniority and performance may be taken into consideration by the Village Manager in determining the layoff sequence, but seniority shall not be the governing factor. The Village may layoff in any order, however. The same considerations apply in recall situations.

Each employee laid off shall be given written notice and the effective date. A layoff is intended to be a limited interruption in employment for operational reasons.

- 9.4 DEATH:** All normal separation benefits shall be paid to the named beneficiary or estate as provided by law.
- 9.5 PAY AT SEPARATION:** Final paychecks shall be issued consistent with the Village's regular payroll schedule.

SECTION 10

POLITICAL ACTIVITY

- 10.1 NONDISCRIMINATION BASED ON POLITICAL ACTIVITY OR AFFILIATION:** The Village will not discriminate against employees with respect to hire, retention, or other terms and conditions of employment on the basis of their political activity or affiliation in accordance with state and federal law.
- 10.2 VILLAGE ELECTIONS:** Village employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds or support for the purpose of supporting or opposing the appointment or election of a candidate for any Village Office. The Village respects the rights of each employee to hold his or her own political beliefs. However, employees shall restrict their political campaign activities to non-working time and may not use their official position of employment to coerce or inhibit others in the free exercise of their political rights.

SECTION 11

VILLAGE VEHICLES, EQUIPMENT AND FACILITIES

- 11.1 ON DUTY UTILIZATION:** All vehicles, equipment and facilities shall be utilized safely and in a manner that will not damage any particular item. An employee's conduct resulting in damage to Village property may be the basis for disciplinary action. Vehicles, equipment and facilities shall only be used for Village business and activities. These shall not be used for personal errands, personal work activities or other reasons. When using Village vehicles, employees should keep in mind that they are representatives of the Village government and that their conduct as drivers in adhering to the rules and regulations of the road is a reflection on the Village.
- 11.2 OFF DUTY UTILIZATION:** Village-owned vehicles are to be taken home for the purposes of conducting Village business only in cases where authorized by the Department Director and approved by the Village Manager. In the event an employee utilized a Village-owned vehicle for personal use, he/she shall be considered to be outside the scope of his/her employment. Employees who have regular take-home vehicles should be aware that they are responsible for the tax implications of the vehicle.
- 11.3 PROHIBITION OF USE OF TOBACCO PRODUCTS:** Smoking and use of other tobacco products is prohibited on working time and in any Village premise, facility, worksite, parking lot or vehicle. All types of tobacco products and electronic smoking devices are included in this policy.
- 11.4 ACCIDENTS:** Any damage resulting to Village vehicles, equipment and/or facilities shall be reported immediately to the appropriate supervisor who shall submit a written report to the Claims Coordinator. The police should be notified immediately if the accident involves a vehicle. Failure to report any accident may result in disciplinary action.
- 11.5 WORKPLACE INSPECTIONS:** The Village wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. To this end, the Village prohibits the possession, sale, transfer or use of such materials on its premises or in Village vehicles. The Village requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employees' convenience but remain the sole property of the Village. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. The Village also reserves the right to conduct searches and inspections of employees, employees' personal effects or Village-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If an employee refuses to submit to a search or is found in possession of prohibited articles, the employee will be subject to disciplinary action, up to and including dismissal. The Village is not responsible for loss of or damage to personal property on the job.
- 11.6 BASIC FACILITY MAINTENANCE:** Employees are responsible for basic cleanliness and maintenance of Village facilities during the workday. Employees should make a reasonable effort to keep facilities looking clean (e.g. picking up litter, washing dishes and wiping down dirty counters or tables) and maintain workspaces in an orderly manner.

SECTION 12

MISCELLANEOUS PROVISIONS

- 12.1 GIFTS:** All employees must comply with the Village's Ethics Ordinance found in Chapter 17 of the Flossmoor Municipal Code, which adopts the State Officials and Employee Ethics Act (Public Act 93-617). No employee, spouse of an employee, or immediate family member living with the employee shall directly or indirectly solicit, accept, or receive any gift or consideration whether in the form of money, services, loans, travel, things of promise offered because of Village service or employment or any activity connected with such employment, provided that duly authorized compensation approved by the Mayor and Board of Trustees shall not be deemed a violation of this policy. If gifts, gratuities, or other things of value are received from a known source, they shall be returned to the sender with an explanation of the Village policy. If nonalcoholic consumables (i.e. cookies, cake, candy, etc.) are received by a department or other Village operation, they may be accepted on behalf of the Village and shared by the personnel in that department or operation. All other items that are received from an unknown source shall be turned over to the Manager for transfer by the Mayor to a church, charitable institution or other beneficiary.

An exception to this rule is made when a donation is made to special Departmental or Village funds.

- 12.2 SAFETY:** Employees are expected to conduct themselves and handle equipment in such a manner as to avoid accidents. Employees shall abide by all directives of their supervisors concerning the safe and proper method for operating vehicles and equipment, utilizing Village facilities, proper safety gear and work practices and methods. Failure to proceed and act in a safe manner and thereby causing danger to oneself, Village property or other employees may result in disciplinary action. Injuries or damage to equipment or property, regardless of cause, shall be reported immediately to the appropriate supervisor and the Safety Committee Chairperson. All employees will receive, and are required to review, the Village of Flossmoor Risk Management & Safety Manual, and any subsequent revisions.
- 12.3 SUPPLEMENTAL EMPLOYMENT:** Supplemental employment in addition to Village employment may be allowed if it does not interfere with the employee's performance of his/her Village duties and responsibilities or reflect adversely upon the Village. The Village must approve all outside employment of employees, prior to an employee engaging in such work. Employees should follow Departmental Rules established by the Department Director in seeking prior authorization to engage in employment outside the Village, or in the event the Department has not implemented guidelines for seeking approval of supplemental employment, the Village Manager shall make the determination as to the appropriateness of supplemental employment. Failure to obtain authorization for supplemental employment and working in an unauthorized supplemental employment may result in disciplinary action. No Village vehicles, equipment, or facilities shall be used, or in cases of uniformed employees, no uniforms shall be worn, during such outside employment except as approved by the appropriate Department Director. Employees engaged in authorized supplemental employment may

not compete directly or as a party to competitive bidding for the purchase of commodities or services by the Village.

- 12.4 UNIFORMS:** Employees in certain departments are required to wear uniforms as assigned while on duty or acting as a representative of the Village. Departmental policy shall specify when uniforms and proper attire are necessary. Uniforms supplied to employees remain the property of the Village. The amount and extent of uniform items shall be set forth in the rules of the appropriate department and shall be regulated by the Department Director and the Village Manager. An employee is responsible to return uniforms upon separation from the Village in accordance with departmental policy.
- 12.5 PERSONAL TELEPHONE CALLS:** The use of Village telephones for personal calls is a privilege and not a right and may be withdrawn by the Department Director if abused through excessive use, or if telephoning interferes with work duties. Personal telephone calls shall be governed by departmental work rules. Under no circumstances shall personal calls be allowed to disrupt work unnecessarily. Personal telephone calls shall not be made on emergency phones.
- 12.6. CELL PHONES AND OTHER MOBILE DEVICES:** While at work employees are expected to exercise the same discretion in using personal cellular phones and other mobile devices (such as tablets, readers, etc.) as is expected for the use of other Village equipment phones. Personal phone calls and messaging shall under no circumstances be allowed to disrupt work unnecessarily. 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, mobile devices, or similar electronic devices brought into the workplace.

The Village will provide configuration information for employees who are approved 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 Village 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. Employees must also be aware that Village-related communication on personal devices are subject to FOIA regulations.

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 the communication device regularly. Any employee who maintains any Village information on a communication device must notify the Village Manager's Office 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.

When operating a Village-owned motor vehicle or a personal vehicle in performance of Village business, 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.

12.7 NO SOLICITATION AND DISTRIBUTION: Solicitation will not be permitted during working time or during non-working time in areas where it will disturb other employees who are working. Distribution or circulation of printed material by employees will not be permitted during working time, nor at any time, including working and non-working time, in work areas. "Working time" refers to that portion of any work day during which an employee is supposed to be performing any actual job duties; it does not include other duty-free periods of time. Solicitation and distribution by non-employees in non-public areas of Village property is strictly prohibited.

12.7.1 Collections and Donations: No employee shall be required to donate funds to any charitable cause or organization as a function of that person's employment.

12.8 PHYSICAL AND MENTAL FITNESS: The Village may require physical and/or mental examinations of current employees in accordance with applicable law to establish the fitness of the individual to continue work within his/her assigned classification. Such mandated examinations shall be at Village expense. Upon advice of qualified medical counsel, the Village may impose a health maintenance program as a condition of continued employment.

12.9 TRANSITIONAL DUTY: The Village Manager has the sole authority to determine the existence and eligibility for Transitional Duty work, provided such work shall only be made available when an employee is reasonably expected to return to full duty. All requests for Transitional Duty and part-time assignments based on physical or medical restrictions must be approved by the Village Manager. The Village Manager will normally consult with the responsible Department Director on any light or part-time duty requests.

12.9.1 Transitional Duty: Transitional duty is defined as that work which can be accomplished by an injured or ill employee within the stipulated medical or physical limitations, and without exposing others to the risk of being harmed.

Transitional duty is further defined as that work which must be accomplished to fulfill a mission of the department as distinguished from "make-work" assignments created solely to accommodate ill or injured employees.

Employees on transitional duty may be assigned to any Village department where transitional duty assignments are available.

12.9.2 Availability of Transitional Duty: The Village, at its sole discretion, may offer an employee transitional duty work for reasons including, but not limited to, the following:

- a. To assist employees in recuperating from a temporary illness or injury by reintroducing them gradually to the demands of full duty work.

- b. To avoid placing temporarily disabled employees in positions that may aggravate their existing temporary injury or illness or risk having them harm other persons or property, by assigning them work they can perform within their medical or physical restrictions.
- c. To conserve resources by having employees recuperating from temporary illness or injury accomplish meaningful work that is otherwise performed by the regular work force.
- d. To prevent or discourage the abuse of sick leave or worker's compensation benefits.
- e. To assist in determining an employee's fitness for duty.

There is no right to a transitional duty assignment and no employee will be moved from his or her regular job to make a transitional duty assignment available to another employee. Moreover, some departments have no transitional duty jobs at all, and some employees are unable to perform certain transitional duty jobs because of lack of skills, training or similar reasons.

12.9.3 Duration: Transitional duty assignments will not be made permanent and may be denied if an employee does not reasonably expect to return to his/her regular duty within ninety (90) days from the date he/she applies for transitional duty. Only in the most unusual circumstances will transitional duty be extended beyond ninety (90) days and only if the employee can reasonably be expected to return to full duty thereafter.

12.9.4 Examination by Village Selected Physician: The Village may require any employee who is either requesting or serving on transitional duty to submit to an examination by a Village chosen physician at the Village's expense. If the treating physician's recommendation differs from the Village's physician, the Village has the right to defer to the opinion of the Village's physician.

12.10 PREGNANCY IN THE WORKPLACE: Upon presentation of medical documentation supporting the need for a workplace accommodation, the Village will consider accommodation of pregnancy pursuant to a request made to the Village Manager to the extent such accommodation does not pose an undue hardship on the ordinary operation of the business of the Village.

12.11 PAYDAYS: Pay periods shall begin on a Saturday and end through the second Friday following, and start again on the next day. Payday will be the Friday following the second Friday. If the scheduled payday falls on a fixed date holiday, paychecks will be issued on the last preceding work day.

12.12 NO RETALIATION: Amended 12.18.23 No Village official or employee shall take any retaliatory action against any Village employee due to a Village employee's:

1. Disclosure or threatened disclosure of any violation of this policy;
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry to any violation of this policy;
or

3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any Village employee that is taken in retaliation for a Village employee's involvement in protected activity pursuant to this policy.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency where the employer has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

Retaliation against an employee who reports an improper governmental action, cooperates with an investigation by an auditing official related to a report of improper governmental action, or testifies in a proceeding or prosecution arising out of an improper governmental action is prohibited under this policy and 50 ILCS 105/4.1.

To invoke protections under this Section an employee shall make a written report of improper governmental action to the Village Manager or her designee.

SECTION 13

HOURS OF WORK

- 13.1 WORK WEEK:** The standard work week for all employees, except for fire and police personnel assigned to shift duty, shall be from Saturday beginning at 12:01 A.M. through midnight of the following Friday. Employees shall work forty (40) hours during each work week (37-1/2 hours for clerical and administrative personnel). Exact scheduling of hours during the work week shall be determined by the Village Manager and the appropriate Department Director for the purpose of best meeting the needs of the Village and in conformance with State and Federal regulations.
- 13.2 ATTENDANCE:** The Village expects all employees to be reliable and to be punctual in reporting for scheduled work shifts. This means employees are expected to come to work each day, to arrive on time, and to work their full shift as scheduled. Regular and timely attendance is an expected and essential part of every position at the Village. Absenteeism and tardiness place a burden on other employees and on the Village and can have a negative impact on the quality of service. Without prior authorization from a supervisor for an approved absence such as a prearranged vacation day, personal day or leave of absence, employees are expected to be at their workstation on time and ready to work at the start of every scheduled shift. For an eligible use of sick time in accordance with Section 18, the employee shall report the reason for the absence and the location where the employee expects to be to the supervisor at least one half (1/2) hour prior to the regular starting time for that employee.
- 13.3 BREAK PERIODS:** Scheduling of lunch and rest break time shall be determined by the Department Director. Lunch periods are unpaid time and employees shall conform to the schedule set forth in departmental work rules or as determined by their Department Director. For Public Works employees, one fifteen (15) minute rest break during each half day work period may be given if work schedule permits, at the discretion of the Department Director. The duration given for these breaks includes travel time, if any.
- 13.4 WORK PERIOD, WORK CYCLE AND TRAINING TIME FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS):** Fire Department Shift Duty Employees (Captains) are classified as salaried, non-exempt employees. Pursuant to section 7(k) of the Fair Labor Standards Act (FLSA), Fire Department Shift Duty employees shall have a work period of Twenty-Eight (28) days and a work cycle of Twenty-Four (24.00) hours on duty and Forty-Eight (48.00) hours off duty. The salary shall be intended to compensate firefighters for 106 hours in a bi-weekly pay period, or 212 hours in a twenty-eight-day work cycle. Hours for the purpose of calculating overtime shall include all compensated hours, including paid leave. Overtime premiums shall be paid for all compensated hours in excess of 212 hours in a 28-day cycle. Regularly scheduled hours that will be in excess of 212 hours in a 28-day cycle shall be compensated as "FLSA Pay" at a rate of 1.5 times their regular rate of pay.
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Training time shall not count as hours worked when it can properly be excluded from hours worked under state and federal law. For example, training time shall not count as hours worked: 1) training outside of regular work hours to pursue a different position than the Captain's current position; 2) voluntary attendance at training events outside the employee's regular work hours where the training is not directly related to the employee's job; 3) independent training where an employee on his own initiative attends an independent school, college, or independent trade school; or 4) any other time when training is not required to be counted as "hours worked" under both state and federal law. If an employee performs productive work on behalf of the Village during any such training, the employee must report that productive work as hours worked. **Revised 5.1.22**

SECTION 14

TECHNOLOGY RESOURCES POLICY

14.1 TECHNOLOGY RESOURCES POLICY: 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, in addition to those technologies currently in use and includes all computers, tablets, telephones and cellular phones, personal digital assistants (PDA’s), digital cameras or camcorders, audio/video recorders, voicemail systems, pagers 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 corporate 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 the revocation of their access to Village information technology resources and disciplinary action up to and including termination.

Proper Use

Other than occasional personal use of voice-mail, 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. To the extent possible such use shall be restricted to meal periods. 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. All emails and electronic records are subject to FOIA and record retention laws.

Monitoring

As with all other Village property, the Village will 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 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 his/her designee or acting at their direction or at the direction of the Corporate Authorities.

Harassment

Users are absolutely forbidden from using the Village's 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 or interrogation 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 Village Manager's 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.

Passwords and Security

All passwords and security used in connection with Village technology resources, including voice mail access codes, are Village property and must be made available to the Village. 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. Employees are responsible for safeguarding logins and passwords and for using good judgement to prevent the Village's information and data from being compromised. If an employee suspects that system has been compromised or his/her passwords have been stolen,

the employee shall report the incident immediately to the Department Director or in his/her absence, to the Village Manager's Office. Failure to take precautions to safeguard the Village's data or failure to report an information security incident is grounds for discipline.

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. This policy does not constitute, and shall not be construed as an express or implied contract of employment.

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, 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 denial of access to Village technology resources and disciplinary action up to and including termination.

14.2 SOCIAL MEDIA:

To assist in making responsible decisions about the use of social media, the Village has established these guidelines for appropriate use of social media. The Village's

employees represent the Village and in doing so have an effect on the reputation and perception of the Village. While employees are free to express themselves on social media sites, the Village encourages employees to do so in a professional manner that does not impede the working relationships within a department or negatively affect the public perception of an employee or the Village. This policy applies to all employees who work for the Village.

Social Media is defined as: blogs, other types of self-published online journals, and collaborative Web based discussion forums including, but not limited to, Linked-In, Facebook, and Twitter. Employees are solely responsible for what they post online. Before creating online content, employees should consider the risks and rewards that are involved. Any employee conduct in violation of Village policies may result in disciplinary action, up to and including, termination.

Guidelines

The following rules and guidelines apply to the use of social media, whether such use is for the Village on Village time, for personal use during non-work time, outside the workplace or during working time while using Village owned equipment.

1. Employees are prohibited from discussing confidential, Village matters through the use of social media. 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.
2. Employees cannot use social media to harass, threaten, libel or slander, bully, make statements that are maliciously 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 Web site visitors who post comments. The Village's anti-harassment and EEO policies apply to use of social media in the workplace.
3. This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours and working conditions with co-workers.
4. Express only personal opinions. Employees should never represent themselves as a spokesperson for the Village. If the Village is a subject of the content an employee is creating or replying to, employees should be clear and open about employment with the Village and make it clear that the employee's views do not represent those of the Village, fellow employees, members, customers, suppliers or people working on behalf of the Village. If employees publish a blog or post online related to their work for the Village or subjects associated with the Village, employees should make it clear that they are not speaking on behalf of the Village. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the Village."
5. The safety of our employees and residents is of the utmost importance to the Village. Therefore, employees are prohibited from posting any personal information that could compromise the safety of an employee or resident.

Personal Use of Social Media

The Village discourages personal use of social media on equipment we provide. The Village reserves the right to access, audit and disclose messages, attachments, and any information transmitted over any technology that is issued or maintained by the Village. Employees' personal social media use should be made on personal devices, limited to non-work time and conducted in a manner that does not interfere with operations or the work of other employees. Should your use of social media become an issue, your supervisor or Department Director will bring it to your attention and may take disciplinary action. Do not use Village email addresses to register on social networks, blogs or other online tools utilized for personal use.

Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (e.g. Facebook, Twitter, etc.).

Communicating on Behalf of the Village

To ensure that Village communications are consistent across social media, only employees designated by the Village Manager are authorized to communicate on behalf of the Village on social media sites and related communications, in accordance with Resolution 2016-3 or any subsequent policies approved by the Village Board or Village Manager.

SECTION 15

OVERTIME

- 15.1 BASIS OF DETERMINATION:** Overtime shall constitute authorized work in excess of the normal number of scheduled work hours in the work week of that employee. Generally, employees will work forty (40) hours during their particular work cycle. Clerical and administrative employees work thirty-seven and one half (37-1/2) hours in a work week. Authorized forms of paid leave shall be included in calculating hours worked during a given work week.
- 15.2 ASSIGNMENT:** All overtime must be authorized in advance by the Department Director or by a designated supervisor. This includes work, such as using Village electronic communications and information technology equipment for work outside the normal work day. Failure to comply with this provision may lead to disciplinary action. Employees must record any and all overtime work performed away from their assigned worksite or outside of assigned hours, whether authorized or not. The Village does not allow non-exempt employees to work "off-the-clock" without compensation.

Employees are expected to respond to a call-out during any emergency or when overtime is assigned, except when illness or unusual circumstances make it impossible to do so. Responsiveness to call-out orders and fulfillment of overtime assignments shall be a consideration in all performance evaluations. Overtime hours shall be assigned as equally as practical.

- 15.3 COMPENSATION:** Overtime shall be paid at one and one half (1-1/2) times the employee's regular rate. Employees who work a forty (40) hour week will be paid one and one half (1-1/2) times their regular rate for hours worked in excess of the forty hours. Employees who work a thirty-seven and one half (37-1/2) hour week will be paid straight time up to forty (40) hours and one and one half (1-1/2) times their regular rate for hours worked in excess of the forty hours for that week.
- 15.4 COMPENSATORY TIME:** Compensatory time earned must be approved in advance by the Department Director. Absent such approval, the employee shall not receive compensatory time but shall instead receive cash compensation for his or her overtime hours. The Department Director has the authority to approve use of accrued compensatory time so long as this time off does not unduly disrupt the Village's operations. The Village may, in its discretion, cash out some or all of an employee's accrued, unused compensatory time at any time or schedule an employee for compensatory time as operationally necessary. Employees who work a forty (40) hour week will be given time off at one and one half (1-1/2) hours per hour worked over forty (40) for that week. Employees who work a thirty-seven and one half (37-1/2) hour week will be given time off equal to the number of hours worked in excess of thirty-seven and one half (37-1/2) hours up to forty (40) and one and one half (1-1/2) hours per hour worked over forty (40) for that week. The Village may cash out any or all accumulated compensatory time at any time, including in the first pay period of April in each calendar year. The Village will cash out accumulated compensatory time at the time of an employee's promotion. Employees may request to cash out comp time at any time. The

employee's request will be accommodated in accordance with the Village's regular payroll schedule.

15.5 ACCRUAL OF COMPENSATORY TIME: Employees who are eligible may accrue up to 240 hours of compensatory time. After the employee has accrued the maximum compensatory time and not used it as leave, all overtime will be paid in cash.

15.6 OVERTIME FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS)
Revised 5.1.22: Overtime shall be paid at one and one half (1-1/2) times the rate applicable to the job being performed when the overtime is incurred. By accepting employment as a Full- time Captain, all employees agree to the 28 day 7(k) work cycle.

15.6.1 Compensatory Time: Overtime pay shall be paid at the end of each pay period or credited to the employee's accumulated compensatory time at the option of the Village. With the agreement of the Chief or his designee, Fire Department Shift Duty employees may accumulate Ninety-Six (96) hours or Four (4) shifts of compensatory time. Absent agreement from the Chief to accrue compensatory time, all overtime hours worked will be paid as cash compensation. The Village may buy back any or all accumulated compensatory time in the first pay period of April in each calendar year. Approved compensatory time must be used in no less than Four (4) hour increments.

SECTION 16

HOLIDAYS

16.1 DESIGNATED DAYS: The following shall be general holidays for Village employees:

- New Year's Day (January 1)
- Dr. Martin Luther King, Jr.'s Birthday (3rd Mon. in Jan.)
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)
- 3 Floating Holidays

Only full-time employees shall be entitled to paid holidays.

Police Department and public safety communications personnel except Sergeants have the same schedule as above, except that they have two additional Floating Holidays in lieu of the Christmas Eve and New Year's Eve and one additional floating holiday in lieu of the Friday after Thanksgiving. All such employees who actually work on a holiday provided for in this Section 16.1, except those holidays provided for in this subparagraph of Section 16.1, shall be paid two times their regular rate of pay for hours actually worked, in addition to any holiday pay to which they are otherwise entitled, which is in lieu of any other overtime compensation. Sergeants shall receive holidays in accordance with Section 16.4.

All part-time employees of the Police Department who work the 4:00 p.m. to midnight shift on Christmas Eve or New Year's Eve shall be paid two times their regular rate of pay for hours actually worked.

16.2 HOLIDAYS FALLING ON WEEKENDS: Whenever a holiday, as provided in 16.1 falls on a Saturday, then the Friday immediately preceding shall be considered a holiday for purposes of Village hours of operation. Whenever a holiday, as provided in 16.1, falls on a Sunday, then the Monday immediately following shall be considered a holiday for purposes of Village hours of operation.

Only an employee who works the actual holiday, as opposed to the substituted Friday or Monday, shall be entitled to be paid two times their regular rate of pay for hours actually worked.

16.3 HOLIDAY PAY: Except as otherwise provided in "Section 16 Holidays", a non-exempt employee who is required to work on a holiday provided for in Section 16.1 above shall

be paid two times their regular rate of pay for hours actually worked, in addition to any holiday pay to which they are otherwise entitled, which is in lieu of any overtime compensation. Exempt employees are not eligible for additional compensation if they work on a holiday. **Revised 5.1.22**

16.4 FLOATING HOLIDAYS: Under normal circumstances, employees shall request approval of their supervisor at least two weeks (14 calendar days) in advance of taking such time off. Floating Holidays may be used in conjunction with available vacation time or adjacent to fixed date holidays subject to the approval of the immediate supervisor or Department Director.

Floating Holidays are granted on a fiscal year basis, and unused Floating Holidays may not be carried over from one year to the next, nor is there any compensation for unused leave at the time of termination.

New employees, unless otherwise provided in writing by the Village Manager, shall receive a prorated amount of floating holidays based upon their start date as follows: May 1 through October 31 – 100%; November 1 through January 31 – 50%; February 1 and after – 0%.

Effective May 1, 2019, Sergeants in the Police Department shall receive 110.5 hours of floating holidays at the beginning of each fiscal year in lieu of designated days provided for in Section 16.1 and in lieu of other floating holidays provided for in this Section. Scheduling of floating holidays shall be as required by this Section 16.

16.5 LOSS OF HOLIDAYS: An unauthorized absence by an employee on his/her last scheduled working day before or the first scheduled working day after a fixed-date holiday shall result in that person not being compensated for the holiday.

16.6 HOLIDAYS FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS): All Fire Department Shift Duty employees shall receive Twelve (12) hours additional pay at their straight time hourly rate for each of the Village recognized holidays and floating holidays, regardless of whether they work that day. In addition, employees who work on the Village designated holiday as defined in Section 16.1 shall be paid two times their regular rate of pay for all hours worked on the holiday, which is in lieu of any overtime compensation. Only an employee who works the actual holiday, as opposed to the substituted Friday or Monday, shall be entitled to be paid two times their regular rate of pay for hours actually worked. For this section, the holiday shall be defined to start at 0700 on the day of the Village recognized holiday, and end at 0659 the following day. **Revised 5.1.22**

SECTION 17

(Revised 11-20-23)

Effective 1-1-2024

VACATION

- 17.1 VACATION - PLFA-PTO:** The first forty (40) hours of vacation credit shall be deemed to be Paid Time Off (PLFA -PTO) in compliance with Public Act 102-1143 (Paid Leave for All Act). As such the employee may use this time for any purpose. Newly hired full- time employees will be granted forty (40) hours of Paid Time Off upon hire and may use this PTO beginning with their initial date of hire with no waiting period. Administration of the terms of this Policy shall be subject to Public Act 102-1143 and Administrative Rules of the Illinois Department of Labor. The Employer may deny the use of paid leave if the leave will impact the ability of the Employer to meet its core operational needs. Core operational needs shall include those services critical to the health, safety, or welfare of the citizens of the Village of Flossmoor.
- 17.2 VACATION ACCRUAL:** Full-time employees shall be allowed vacation credits according to the following schedule: After one year of service - ten (10) working days. After five (5) years of service - fifteen (15) working days. After completing ten (10) full years of service - fifteen (15) working days plus one (1) additional day of vacation for each year of service completed after the 10th year to a maximum of twenty-five (25) working days annually. Employees shall be eligible to use vacation credits earned on the completion of their respective anniversary dates. (In this case, the employee's anniversary date refers to the start date.) A maximum of five (5) of those ten (10) days of vacation allowed after the first year may be taken after the employee's six-month anniversary; however, employees may choose up to ten (10) days of unpaid leave of absence during the first year. Both of these options must be approved by the Department Director and the Village Manager.
- 17.3 VACATION PERIODS:** Employees are required to file a request for vacation leave with their Department Director by the date stipulated in departmental rules. The time of each vacation shall be determined by the needs of the Village and as approved by the Department Director. If the employee is using PLFA- PTO, as provided in Section 17.1, the employee may use such time in increments of no less than two (2) hours at a time. If the employee is using PLFA-PTO, he or she shall provide at least seven (7) calendar day notice of the use of the leave, if that use is foreseeable. If the use of the leave is not foreseeable, the employee shall provide notice as soon as possible after the employee becomes aware of the need for the leave. The employee need not provide the reason for taking the leave.
- 17.4 CARRY-OVER:** Vacation credits earned in one (1) twelve-month period of time shall be fully used during the succeeding twelve (12) months. Carry-over will only be approved in unusual circumstances by the Village Manager. This approval is to

be documented and filed in the employee's personnel records. Except in instances specifically approved by the Village Manager, the chaining of the use of vacation credits with previously earned vacation credits shall not be permitted. In effect, an employee cannot run together two (2) consecutive years of vacation credits without the approval of the Village Manager. This carry-over policy shall apply to PLFA-PTO as defined in 17.1.

- 17.5 HOLIDAYS AND SICK LEAVE:** In the event that a holiday occurs during an employee's vacation period, time for such holiday shall not be charged against that employee's vacation credit. If an employee becomes ill during a vacation period, such days may not be designated as sick leave days, thereby carrying over the vacation time to another period, unless specifically approved by the Village Manager.
- 17.6 SEPARATION:** A full-time employee who is departing from the Village service shall be paid for any accrued, unused vacation and PLFA-PTO upon separation.
- 17.7 VACATION LEAVE PAY:** If the computer prepared payroll checks for the next payday following an employee's departure for vacation are available in advance of that departure, the payroll clerk may issue the check to the employee prematurely. If a payday is scheduled to fall within an employee's vacation period, the employee may arrange with the payroll clerk to have the funds deposited to a named bank or saving and loan account that will accept such checks marked "For Deposit Only".
- 17.8 VACATION FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS):** Fire Department Shift Duty employees, after one year of service, shall accrue vacation credit as follows:
- After one year of service: 120.00 hours (5 shifts) After five years of service: 168.00 hours or (7 shifts) After ten years of service: 240.00 hours or (10 shifts)
After fifteen years of service: 288.00 hours or (12 shifts) After twenty years of service: 312.00 hours or (13 shifts)

Vacation leave must be used in full day (24.00 hour) increments, unless otherwise authorized by the Chief. The Village will deduct 24.00 hours of vacation time for each shift of vacation time used.

- 17.9 PAID LEAVE FOR PART-TIME EMPLOYEES:** Part-time employees employed by the Village of Flossmoor shall be eligible to accrue leave in the form of Paid Time Off in accordance with the Paid Leave for All Act (PLFA-PTO). PLFA-PTO shall accrue on the basis of one (1) hour of leave for every forty (40) hours worked by the employee. Employees hired after January 1, 2024 may use this leave after ninety (90) days of employment with the Village of Flossmoor. Current part-time employees may use accrued leave after January 1, 2024 based on the amounts accrued. If the employee is using PLFA-PTO, as provided in Section 17.9, the employee may use such time in increments of no less than two (2) hours at a time. If the employee is using PLFA-PTO, he or she shall provide at least seven (7)

calendar day notice of the use of the leave, if that use is foreseeable. If the use of the leave is not foreseeable, the employee shall provide notice as soon as possible after the employee becomes aware of the need for the leave. The employee need not provide the reason for taking the leave. Employees are expected to use PTO leave within the calendar year that it is earned. Carry-over of this leave shall be permitted but no employee may carryover more than eighty (80) hours of leave. Administration of the terms of this Policy shall be subject to Public Act 102-1143 and Administrative Rules of the Illinois Department of Labor.

SECTION 18

SICK LEAVE

- 18.1 ELIGIBILITY:** Full-time employees shall be eligible for paid sick leave benefits. An employee may be eligible for sick leave because of personal illness, injury or medical appointment; or because of illness, injury or medical appointment in the immediate family requiring the employee to be absent from work and in attendance of the person who is ill, injured or has a medical appointment. In this instance the immediate family is defined as a spouse, child, stepchild, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent or other member of the employee's household.
- 18.2 ACCUMULATION:** An employee can accumulate sick leave at a rate of one day per month of continuous employment with a maximum of one hundred thirty (130) days unused sick leave with pay to protect the employee during extended illnesses. An employee shall be entitled to the use of any or all accumulated sick leave benefits with pay if and when needed and as authorized.
- 18.3 NOTIFICATION:** An employee who is unable to report for work shall report the reason for the absence and the location where the employee expects to be to the supervisor at least one half (1/2) hour prior to the regular starting time for that employee. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day. The Village may require evidence supporting the use of sick leave. The evidence may be in the form of a doctor's certificate, a visit to the employee's residence by an agent of the Village, etc. An employee who is sick is expected to be confined to one's residence, or hospitalized, unless the employee is in-route to, or located at, the office of a physician. This same restriction applies to the use of sick leave to care for a member of the immediate family.
- 18.4 VACATIONS AND HOLIDAYS:** Paid sick leave will not be granted if taken the day immediately before or after authorized vacation, personal time, use of compensatory time or holiday time unless specifically approved by the Village Manager. This requirement shall not apply to the first forty (40) hours of PLFA-PTO leave as provided in Section 17.1 of the Personnel Manual. **Revised 11.20.23**
- 18.5 COMPENSATION:** While on sick leave, an employee shall receive his/her normal base pay. However, if that employee also receives compensation under workmen's compensation or through another benefit plan financed in whole or in part by the Village, his/her base pay will be reduced by the amount of that compensation for the duration of the leave. Accumulated but unused sick leave is not compensable nor subject to 'buy back' upon termination of employment.

18.6 SICK LEAVE BUY BACK: Full time employees shall be eligible to “cash in” unused sick days each year on the following basis:

Sick Days Used	Sick Days Available to “Cash In”
0	6
1	5
2	4
3	3
4	2
5 or more	0

Payment to employees of “cashed in” sick time will occur on or before August 1 of each year following the end of the preceding fiscal year. Employees may not utilize this option in their first year of employment. No sick leave buy back is permitted from accumulated sick leave.

18.7 SICK LEAVE FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS): Fire Department Shift Duty employees shall accumulate sick leave at a rate of Twelve (12) hours per month of continuous employment to a maximum of one thousand one hundred forty (1,440) hours or sixty (60) shifts. Captains are eligible to participate in the Village’s Sick Leave Buy-Back program as provided in Section 18.6. The Village will deduct 24.00 hours of sick leave for each full shift of sick leave used. **Revised 5.1.22**

18.8 SICK LEAVE BUY BACK FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS): Fire Captains shall be eligible to “cash in” unused sick days each year on the following basis:

Sick Days Used	Cash In
0	3
1	2
2	1
3 or more	0

“Days” as used in this section shall be considered a shift of 24.0 hours. Payment to employees of “cashed in” sick time will occur on or before August 1 of each year following the end of the preceding fiscal year. Employees may not utilize this option in their first year of employment. No sick leave buy back is permitted from accumulated sick leave. **Revised 5.1.22**

SECTION 19

PERSONAL LEAVE

- 19.1 PERSONAL LEAVE:** Full-time employees are eligible for an annual eight (8) hour leave (8.5 hours for Sergeants), with pay, for personal business, including medical and dental examinations. Time off may be taken in increments of not less than two (2) hours under this provision. Prior approval of the supervisor must be obtained. Personal leave is available on a fiscal year basis, and unused leave may not be carried over from one year to the next, nor is there any compensation for unused leave at the time of termination. A new employee starting work after October 31 shall be eligible for four (4) hours of personal leave for the fiscal year in which he/she starts. **Revised 5.1.23**
- 19.2 PERSONAL LEAVE FOR FIRE DEPARTMENT SHIFT DUTY EMPLOYEES (CAPTAINS):** Each fiscal year, Fire Captains shall receive twelve (12) hours of leave with pay for personal business, including medical and dental examinations. Personal Leave must be used in increments of not less than two (2) hours, unless otherwise authorized by the Chief, and cannot be accrued. Prior approval of the Chief or Assistant Chief must be obtained. Personal leave must be used in the fiscal year it is earned. Personal leave is available on a fiscal year basis, and unused leave may not be carried over from one year to the next, nor is there any compensation for unused leave at the time of termination. A new employee starting work after October 31 shall be eligible for six (6) hours of personal leave for the fiscal year in which he/she starts. **Revised 5.1.22**

SECTION 20

OTHER LEAVES

20.1 JURY LEAVE: A full-time employee may be granted leave with pay when required to be absent from work for jury duty. Proof of service in the form of a photocopy of the check issued to the employee should be submitted to the Finance Department in order to be compensated for the leave.

20.2 BEREAVEMENT LEAVE: In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers, sisters, brothers-in-law, grandparents, grandparents-in-law, stepbrothers, stepsisters, grandchildren and sisters-in-law and significant other), an employee shall be granted up to three (3) scheduled work days as funeral leave if the employee attends the funeral. One scheduled work-day will be granted in the event of the death of an aunt or uncle, if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Village Manager or her designee, be taken if charged to the employee's sick leave accrual account or taken as part of accrued time off if the employee has accrued time coming, at the employee's option. **Revised 12.18.23**

In accordance with the Family Bereavement Leave Act, 820 ILCS 154/1, eligible employees shall be entitled to a total of ten (10) workdays of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of a covered family member; (2) make arrangements necessitated by the death of the covered family member; (3) grieve the death of the covered family member; or, (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed pregnancy or fertility; or, (v) a stillbirth. Any paid leave from the above paragraph will run concurrently with unpaid leave under this provision. Such leave must be completed within sixty (60) days after the date on which the employee receives notice of the death of the family member or within sixty (60) days after the occurrence of one of the events listed above. In the event of the death of more than one family member in a 12-month period, and/or an employee experience(s) one of the events listed above, an eligible employee is entitled to up to six (6) weeks of unpaid family bereavement leave during that twelve (12) month period."

20.3 MILITARY LEAVE: Military leave shall be granted in accordance with the requirements of applicable law. The Village shall not be expected to exceed such requirements for any employee. Written verification should be provided by the employee to his Department Director which states the specific dates, locations and anticipated length of the military assignment.

20.4 LEAVE OF ABSENCE: Full-time employees may be granted a leave of absence without pay for a specified period not to exceed one (1) year as approved by the Village Manager. During such leave of absence without pay the employee shall retain any such accrued benefits but shall not be covered under the Village's insurance plans unless the employee pays 100% of all premium costs. In addition, the employee on such leave of

absence without pay shall not continue to accrue benefits during such leave. However, benefits accumulated until such time will not be taken away. Failure to report to duty within three (3) working days after the termination of a leave of absence shall be considered a resignation by the employee.

Employees desiring a leave of absence must be aware that any position in the Village is subject to elimination. Absolute assurance of re-instatement, therefore, cannot be given. Re-instatement shall always depend upon the needs of the Village as determined by the Department Director in conjunction with the Village Manager. The Village will make efforts to return employees to the same or equivalent positions subject to the needs of the Village.

20.5 FAMILY AND MEDICAL LEAVE ACT OF 1993: The Village will grant up to 12 weeks leave during a 12-month period to eligible employees for qualifying reasons.

To qualify to take family or medical leave, the employee must have worked for the Village for 12 months. The 12 months need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week. In addition, to be eligible for leave, the employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.

FMLA leave is available for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition.
4. The serious health condition of the employee.
5. For a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces, National Guard or Reserves in support of a contingency operation. A qualifying exigency may include attending certain military events, arranging for eldercare or alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, taking up to fifteen (15) of leave to spend time with a covered military member who is on short-term rest and recuperation leave during deployment, and attending post-deployment reintegration briefings.

The Village will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

In addition to the above, an eligible employee is entitled to a total of twenty-six (26) weeks of Military Caregiver Leave in a single 12-month period: To care for a spouse, parent, child, or an individual for whom the employee is the nearest blood relative (or

designated as next of kin for caregiving) who has a serious injury or illness that was incurred or aggravated in the line of duty while on active military duty overseas, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status or is on temporary disability retirement.

To care for a spouse, parent, child or an individual for whom the employee is the nearest blood relative (or designated as next of kin for caregiving) to a veteran who is undergoing medical treatment, recuperation, or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment while on active military duty overseas.

Leave to care for an injured or ill service member or covered veteran will begin on the first day of such leave and must be completed within 12 months from that date. Leave for an injured service member may be taken only once per service member unless that service member has a subsequent injury or illness incurred or aggravated in overseas military duty. In addition, spouses employed by the Village who request caregiver leave may only take a combined aggregate total of twenty-six (26) weeks leave for such purpose.

Any FMLA leave taken by an employee for reasons other than an injured or ill service member or covered veteran will reduce the 26 weeks of available leave to care for an injured service member or covered veteran. As a result, if an employee requests caregiver leave, the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for any other reason.

If a husband and wife both work for the Village and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.

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

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. Failure to provide this notice may result in a delay or denial of leave. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave as soon as the employee learns of the need for leave, typically the same day. When the need for FMLA leave is not foreseeable, the employee must comply with the Village's usual and customary notice and procedural requirements for requesting time off, absent unusual circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the Village will designate the leave as covered by this policy whether or not the employee has expressly reason for which the Village has previously provided the employee

reason for which the Village has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA. In all instances, the employee must answer questions and provide sufficient information to allow the Village to determine whether an absence is for a FMLA-qualifying reason. Failure to provide such information can result in a delay or denial of FMLA coverage.

While an employee is on leave, the Village will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must arrange to pay his or her portion of the health insurance premium, as health coverage may cease if the employee's premium payment is more than 30 days late. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount it paid for the employee's health insurance premium during the leave period.

All FMLA leave is unpaid leave. Employees who request leave under FMLA will be required to substitute other forms of paid leave consistent with the Village's paid leave policies.

Where medically necessary, the employee may take FMLA leave other than child care leave intermittently (in separate blocks of time) or on a reduced schedule basis. The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

If an employee requests leave because of his/her own or a covered family member's serious health condition, or a qualifying caregiver's leave, the employee and the relevant health care provider must supply appropriate medical certification. You may obtain the necessary certification form from the Village Manager or his/her designee. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the health care provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absences will be treated according to the Village's attendance standards (Absence Without Leave or Sick Leave) and/or the FMLA leave will be unpaid.

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

Leave for a qualifying military exigency shall also be supported by appropriate certification. The nature of the certification required will depend on the reason for the leave.

The Village requires recertification for leave due to an employee's serious health condition following the minimum duration of a condition as stated in the certification form. The Village may require recertification of employee or family medical leave at any point when circumstances have changed significantly, the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. In all instances, the Village requires recertification every six months in connection with an FMLA medical leave, or more frequently as permitted by law. The Village may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

The Village will require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

An employee who takes leave under this policy for the employee's own serious health condition may be asked to provide a fitness for duty clearance from the health care provider addressing the employee's ability to resume work and perform the essential functions of the employee's job. This requirement will be included in the employer's designation of FMLA leave and the employee's failure to meet such obligations may lead to a delay or denial of reinstatement. Employees may also be required to provide a fitness for duty certification for every 30 day of intermittent or reduced schedule leave.

Upon return from FMLA leave, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The employee will not lose unused benefits that accrued prior to the leave of absence. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions.

In any case where the law has changed and the Village policy has not been updated, the law shall prevail.

20.6 ILLINOIS SCHOOL VISITATION RIGHTS ACT LEAVE AND ADDITIONAL LEAVES:

The Village must grant to each employee, subject to the provisions of the Act, up to 8 hours of unpaid leave per school year to attend primary and secondary school conferences or classroom activities involving their children. Not more than 4 of the 8 hours can be consecutive.

Leave under this Section may not be granted unless the employee has exhausted all accrued vacation and personal leave and compensatory time.

Except in emergencies, an employee shall make a written request for school leave not less than 7 days before the day requested.

The Village recognizes employees' rights to additional forms of leave as provided by state law.

20.7 ILLINOIS SCHOOL VISITATION RIGHTS ACT LEAVE AND ADDITIONAL LEAVES:
The Village must grant to each employee, subject to the provisions of the Act, up to 8 hours of unpaid leave per school year to attend primary and secondary school conferences or classroom activities involving their children. Not more than 4 of the 8 hours can be consecutive.

Leave under this Section may not be granted unless the employee has exhausted all accrued vacation and personal leave and compensatory time.

Except in emergencies, an employee shall make a written request for school leave not less than 7 days before the day requested.

The Village recognizes employees' rights to additional forms of leave as provided by state law.

SECTION 21

INSURANCE

21.1 COVERAGES: The Village will make available to its full-time employees group health (hospital, surgical and major medical) and life insurance at the level of benefits determined by the Village. A summary of benefits and coverage is available from the Village Manager or her designee. The Village also provides Worker's Compensation Insurance under present statutes and will provide any coverage required by unemployment compensation laws.

21.2 PREMIUM PAYMENTS: The Village may require employees to participate in the cost of group health and/or life insurance premiums as they are determined from time to time.

21.3 CONTINUATION OF HEALTH INSURANCE:

Employees separating from Village service will be offered COBRA Continuation of Coverage for up to 18 months in most circumstances with the total premium being paid by the separating employee if they were enrolled in the Village's group health insurance plan on their last day of employment.

Employees with 20 or more years of full-time service may elect at the time of separation to remain a member of the Village's group insurance plan provided that the total premium is paid by the separating employee.

Retiring IMRF, Police Pension and Fire Pension employees and disabled members who are enrolled in the Village's group health insurance plan on their last day of employment may elect either COBRA Continuation of Coverage for up to 18 months or Municipal Continuation Coverage to remain on the Village's group insurance plan until the end of the retirement or disability period, as long as the total premium is paid by the retiree/disabled member.

SECTION 22

TRAINING, CONFERENCES AND TRAVEL

22.1 TUITION AND BOOKS: Full-time employees wishing to advance their educational qualifications at college level may be reimbursed the cost of tuition for successful completion of college level courses, which relate directly to their work assignments and/or career development within the Village. Successful completion of the courses of study shall mean the attainment of a “C” grade (or equivalent) and/or a certification of same. There shall be no reimbursement for grades below “C”. Unless directed by the Village Manager to enroll in a course of study, the employee will not be reimbursed for the cost of books required for such course work.

Before reimbursement may be granted, the employee must obtain written approval from the Village Manager by submitting an application for approval. The Village Manager retains sole discretion to approve or deny tuition reimbursement. The Village Manager may deny a request for approval even if a course is job-related if the Village determines it has no operational need for the qualifications or for such other reasons as the Village Manager determines to be in the Village’s interest. The Village reserves the right to discontinue tuition reimbursement due to financial or other operational circumstances.

Reimbursement may be made upon submission of written receipts for approved courses, after completion of the course. An “A” grade may be reimbursed at up to 100 percent, a “B” grade may be reimbursed at up to 90 percent and a “C” grade may be reimbursed at up to 50 percent. A “pass” grade (for non-letter grade classes) will be reimbursed at 75 percent. The annual amount of tuition reimbursement shall not exceed \$2,000 per employee per calendar year.

Educational commitments should not conflict with normal work duties, and an employee may be required to take an unpaid leave of absence if the employee’s education can only be completed during work hours. Employees commit to employment with the Village for a period of two years following completion of their required course work or agree to reimburse the Village for a prorated portion of the tuition costs paid for by the Village.

22.2 CONFERENCES AND SEMINARS: The Village may reimburse employees for expenses related to professional conferences, training and seminars as approved by the Village Manager or his/her designee. There are no specific time and place limitations on such conferences and seminars; however, all such training shall be job related and shall be approved by the Village Manager or his/her designee. Overnight travel shall be approved by the Village Manager and Department Director in advance of such travel.

22.3 TRAVEL AND USE OF PERSONAL VEHICLES: Employees shall receive their supervisor's authorization for any trips in a Village vehicle outside the Village boundaries. Use of personal vehicles when authorized for Village business shall be reimbursed at the current rate which is set by IRS reimbursement guidelines.

SECTION 23

RETIREMENT, PENSION PLANS

- 23.1 ELIGIBILITY:** Full-time employees shall be included in retirement and pension plans in accordance with statutory requirements. Full-time employees may also be included in other retirement benefit plans available through the Village, e.g. “457” plans, upon their election and application in writing in such form as may be required from time to time by the Director of Finance.

Non-full-time employees who participate in IMRF benefits may elect to be included in a Village “457” plan, if not otherwise excluded, by application for inclusion in writing in such form as may be required from time to time by the Director of Finance.

**VILLAGE OF FLOSSMOOR
PERSONNEL MANUAL
EFFECTIVE MAY 1, 2019
EMPLOYEE ACKNOWLEDGMENT FORM**

I acknowledge having received a copy of the Village of Flossmoor Personnel Policy Manual and I agree to read and become familiar with its contents. I understand that this Manual is not an express or implied contract of employment and that it does not create any rights in the nature of an employment contract. Rather, this Manual is an overview of personnel policies related to my employment. I also understand that all the policies, rules and regulations and benefits described in the Manual may be changed from time to time or abolished altogether. I understand that my employment with the Village is at will and nothing shall restrict my right to terminate my employment at any time and nothing shall restrict the right of the Village to terminate my employment at any time, with or without cause.

Date

Employee's Signature

**VILLAGE OF FLOSSMOOR PERSONNEL MANUAL
EFFECTIVE MAY 1, 2019
EMPLOYEE ACKNOWLEDGMENT FORM FOR EMPLOYEES
APPOINTED BY THE BOARD OF FIRE AND POLICE COMMISSIONERS**

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Appendix A

Application for Benefits under the Public Safety Employee Benefits Act

PURPOSE:

The general purpose of this policy is to establish the process for application for health insurance benefits pursuant to the Public Safety Employee Benefits Act ("PSEBA") (820 ILCS 320/1 *et seq.*). This policy is established in recognition of the Village of Flossmoor's obligations under state law to provide health insurance benefits to its public safety employees who qualify for, and are determined to be eligible to receive, certain health insurance benefits from the Village of Flossmoor.

Any full-time firefighter or police officer who after November 14, 1997 suffers a catastrophic injury or is killed in the line of duty may apply for health insurance benefits under the Act by sending a letter of request for benefits to the Village of Flossmoor as provided in No. 2 below. The same benefits may be extended to the spouse and eligible dependents of the catastrophically injured or deceased public safety employee, provided the conditions as established by the Act are met. Where sections of this directive conflict with an employee's collective bargaining agreement, the collective bargaining agreement shall govern.

This policy 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.

The Village Manager shall prescribe such documents and forms as may be necessary, appropriate or convenient to carry out the purpose and effect of this policy.

PROCEDURE:

There are generally seven (7) steps in effecting the process of implementing the Health Insurance Benefits pertaining to this Policy, as follows:

1) Application Form.

Any public safety employee, spouse, or eligible dependent children who believes they are entitled to benefits under the Act must request the Application Form from the Village of Flossmoor Village Manager's Office. Application forms must be signed under oath and appropriately notarized.

2) Time Period for Submission of Application.

The application for PSEBA benefits form must be submitted via certified mail to 2800 Flossmoor Road, Flossmoor IL. 60422 Attention Village Manager, within one year after the date on which the catastrophic injury or death occurred. The appropriate Village staff will review the application when all of the required documentation as described in this Policy has been received by the Village Manager

3) Matters Pending Before a Village of Flossmoor Pension Board.

In the event that a timely application for pension benefits has been filed with a Village of Flossmoor Pension Board, the following rules shall govern the submission of a health insurance application:

a. The submission deadline for the health insurance application form shall be extended to the date that is 30 days after the date of any final ruling by a Village of Flossmoor Pension Board concerning any duty related disability.

b. The applicant shall be responsible for submitting all transcripts and exhibits from a Village of Flossmoor Pension Board hearing that resulted in the award of a duty related disability pension.

4) Processing of Application by Village of Flossmoor.

Upon receipt of a timely, complete, and executed application form, the Village of Flossmoor's Village Manager shall review the application and engage in such additional fact-finding as may be deemed necessary or appropriate by her to evaluate the application.

a. if fact-finding is determined to be necessary or appropriate, the applicant shall fully cooperate in such fact-finding activity.

b. if the applicant refuses or otherwise fails to fully cooperate, then a reminder notice shall be sent to the applicant explaining the duty of full cooperation in the fact-finding process.

c. if the applicant fails to cooperate as requested within 21 days after receipt of such notice, then the application for benefits shall be deemed withdrawn and waived.

5) Recommendation to the Village Manager.

Upon completion of the review of an application and any related investigation, or fact finding determined necessary by the Village Manager, she shall make a determination of eligibility.

6) Determination of Eligibility.

The determination by the Village Manager shall be based on the application and evidence provided by the applicant, and any additional fact-finding determined by the Village Manager necessary to demonstrate eligibility for insurance under the Act.

7) Village Manager's Determination.

Within 30 days after the Village Manager has concluded her review, investigation and fact finding she shall advise the applicant, in writing, of one of the following two final determinations:

a. The Village of Flossmoor approves the application and awards health insurance benefits; or

b. The Village of Flossmoor denies the application and refuses to provide health insurance benefits.

***Before the Village of Flossmoor denies an application, the applicant will be afforded an opportunity to present any additional arguments, evidence or testimony to the Village Manager.**

If an applicant is awarded health insurance benefits, the following provisions apply:

8) Village of Flossmoor Insurance Plan.

If the Village of Flossmoor approves the application and awards health insurance benefits, Village of Flossmoor's basic health insurance plan, which currently is the Village's HMO plan, will be the only plan offered. The Village's basic health insurance plan may change from time to time. If the applicant chooses to enroll in any other plan offered by the Village of Flossmoor besides the Village's basic health insurance plan, the applicant must pay the difference in insurance premiums.

9) Other Health Insurance Benefits.

According to state law, health insurance benefits payable from any other source will reduce the benefits payable from the Village of Flossmoor. Each applicant will be required to sign an affidavit attesting to the fact that they are not eligible for insurance benefits from any other source.

It is the responsibility of the benefit recipient to notify the Village of Flossmoor 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 Flossmoor of any benefits received. The Village of Flossmoor reserves the right on an annual basis to have 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 dependent children.

Further, Applicant must notify Village of Flossmoor when Applicant or his/her spouse becomes eligible for benefits under Medicare.

RESPONSIBILITY:

All Police and Fire personnel shall have the responsibility of familiarizing themselves with this directive and adhering to the process set forth herein.

SAVINGS PROVISION

If any part of this policy is deemed invalid by a court of law, the remainder of the policy will remain in full force and effect until otherwise modified by the Village of Flossmoor in its discretion.

Passed and Approved by the Mayor and Board of Trustees this 6TH day of APRIL 2015

Appendix B

Pay Scale for New Employees Hired Prior to May 1, 2019

PAY SCALE: The Village Manager shall be responsible for the development of a uniform, equitable pay plan as directed and approved by the Mayor and Board of Trustees. Pay for new employees includes the following steps:

Entry Level Rate: The employee shall receive the entry level salary for the position.

Step One: Upon completion of the first year's employment, the employee's salary may be increased by an amount equal to 25% of the difference between their current actual salary and the current salary goal for the position.

Step Two: Upon completion of the second year's employment, the employee's salary may be increased by an amount equal to 33% of the remaining difference between their current actual salary and the current salary goal for the position.

Step Three: Upon completion of the third year's employment, the employee's salary may be increased by an amount equal to 50% of the remaining difference between their current actual salary and the current salary goal for the position.

Step Four: Upon the completion of the fourth year with the Village, the employee's current actual salary may be brought to the current salary goal for the position.

A Department Head, with the Manager's concurrence, may withhold or accelerate some or all of the annual increment based on performance.