



Agenda
Village of Glen Ellyn
Special Village Board Workshop Meeting
Monday, August 31, 2026
7:00 PM
Glen Ellyn Civic Center, Room 301

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting or online at www.glenellyn.org prior to the meeting. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

- 1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes during the Audience Participation portion of the agenda. For those items which are on tonight's agenda, you will have the opportunity to comment when the item is discussed. Please complete the Audience Participation form and submit it to the Village Clerk and if you have materials you wish to share with the Board, provide those also to the Village Clerk. When recognized, please step to the podium and state your name for the record. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board and shall refrain from abusive demeanor and language. Public officials are not obligated to respond to questions.

- E. Discussion Items**

- 1) Discussion of a Public Right-of-Way Use Master License Agreement for Applicants Seeking to Install Fiber-Optic Communication Facilities in the Village of Glen Ellyn
- 2) Discussion of a Revised Village of Glen Ellyn Personnel Manual

- F. Reminders**

- 1) Village Board Special Workshop Meeting Monday, September 14, 2026 at 6 p.m.
- 2) Village Board Meeting Monday, September 14, 2026 at 7 p.m.

- G. Adjourn**



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 8/31/2026 7:00 PM
Department: Administration
Department Head: Mark Franz
Category: Discussion Item
Prepared By: Paul Stephanides

**AGENDA ITEM (ID
2026-670)**

DOC ID: 2026-670

Discussion of a Public Right-of-Way Use Master License Agreement for Applicants Seeking to Install Fiber-Optic Communication Facilities in the Village of Glen Ellyn

Statement of the Issue:

Village staff seeks the Board's input regarding the attached draft Public Right-of-Way Master License Agreement for Installation of Fiber-Optic Communication Facilities.

Analysis:

Utilities are located throughout the Village, including telecommunications utilities. Telecommunications utilities have the right to use Village right-of-way subject to a statewide framework governing telecommunications services and taxation overseen by the Illinois Commerce Commission (ICC). Carriers who have been issued ICC licenses have certain rights subject to a municipality's authority to manage and protect its right-of-way through local ordinances and license agreements. Section 253 of the federal Telecommunications Act of 1996, 47 U.S.C. 253, provides that the Village may not prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service. Section 4 of the Illinois Telephone Company Act, 220 ILCS 65/4, further provides that telecommunications carriers are authorized to construct, maintain, alter and extend their facilities along, upon, under and across any highway, street, alley, or public right-of-way dedicated or commonly used for utility purposes, so long as it does not inconvenience or disturb public use.

Village staff have been contacted by four (4) such carriers to date who seek to locate their fiber-optic communication facilities in the Village right-of-way. Those carriers are: (1) Cablevision Lightpath, LLC; (2) Ezee Fiber Texas, LLC; (3) Lumos Fiber of Illinois, LLC; and (4) Ziply Fiber Pacific, LLC. These carriers seek to enter into a license agreement with the Village for their respective plans to install their facilities. These carriers seek to provide internet services in the Village under the draft Master License Agreement either for direct use by Village residents and businesses or for indirect benefits as a limited pass through of the Village.

Other municipalities in the State of Illinois have entered into such agreements with carriers previously and the draft Master License Agreement ("Agreement") enclosed with this item was developed by staff using these agreements as a guide. The draft Agreement incorporates Title 8 ("Public Ways and Property"), Chapter 6 ("Construction of Utility Facilities in Rights-of-Way") of the Village Code which generally governs such installations. The Agreement supplements the Code provisions in numerous ways and provides that where there is a conflict, the Agreement will control.

The draft Agreement is intended to form a template with the various carriers seeking to locate facilities in the Village subject to items that may not be applicable to an individual company.

The Agreement will be non-exclusive and revocable and does not convey any ownership or property interest in the public right-of-way and that the installations will be approved locations. The Agreement provides that the carriers will pay the Village's applicable telecommunications tax, permit fees, security deposits and reimbursement of Village consultant review and inspection costs. It also provides for a process for the installation, restoration, and ongoing maintenance of the carriers' facilities located in the Village.

The Agreement will be for an initial five (5) year term and will automatically renew for subsequent five (5) year terms subject to the continued compliance with the Agreement by the carriers. The Village reserves the right to terminate the Agreement for a material violation, public safety concerns, or noncompliance with applicable laws and Village standards. Following the Board's discussion, we anticipate moving forward with agreements with the carriers at future Board meetings for approval based upon the readiness of the plans of the individual carriers.

Budget Impact:

Increases in fees and tax collections.

Contribution to Strategic Plan

Strategic Priority: Infrastructure; Initiative: Safe and reliable roads and utilities

Action Requested:

Discussion only

Attachments:

1. Draft Master License Agreement

**PUBLIC RIGHT-OF-WAY USE MASTER LICENSE AGREEMENT
BETWEEN THE VILLAGE OF GLEN ELLYN AND [NAME OF LICENSEE]
FOR INSTALLATION OF FIBER-OPTIC COMMUNICATION FACILITIES**

THIS PUBLIC RIGHT-OF-WAY MASTER LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the ____ day of _____, 2026 (hereinafter referred to as the "Effective Date") by the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and _____, a _____ (hereinafter referred to as the "Licensee"). The Village and the Licensee may also be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Village owns and maintains the public rights-of-way identified and depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Village maintains standards for construction of utility facilities within its rights-of-way, which are set forth in Title 8 ("Public Ways and Property"), Chapter 6 ("Construction of Utility Facilities in Rights-of-Way") of the Glen Ellyn Village Code (hereinafter referred to as the "Code"), as the same may from time to time be amended (hereinafter referred to as the "ROW Regulations"); and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation and maintenance of telecommunications facilities upon public property in the public rights-of-way (hereinafter referred to as the "ROW") within its boundaries pursuant to its ROW Regulations, the authority set forth herein and this Agreement; and

WHEREAS, ROW is defined in Section 8-6-2 of the Village Code as follows:

Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the Village has the right and authority to authorize, regulate or permit the location of facilities other than those of the Village. "Right-of-way" or "rights-of-way" shall not include any real or personal Village property that is not specifically described in the previous two sentences and shall not include Village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way; and

WHEREAS, the Licensee has requested that the Village enter into this Agreement to memorialize the Parties' respective rights and responsibilities with respect to the licensing, construction, installation, operation, maintenance, repair, and replacement of fiber optic telecommunications cables and appurtenant equipment (collectively hereinafter referred to as the "Fiber Facilities") underground, above ground, and on existing utility poles within portions of the Village's ROW; and

WHEREAS, the Village Board has determined that the establishment of a Master License Agreement for telecommunications use of ROW will properly facilitate and manage the deployment of telecommunications facilities without requiring the Licensee to seek Village Board approval each time it seeks approval of a site-specific permit for a facility with the ROW; and

WHEREAS, the Licensee has been certified by the Illinois Commerce Commission both on a facilities and resale basis: (i) as an interexchange carrier throughout Illinois; and (ii) a local exchange carrier ("LEC") providing both switched and dedicated local exchange services in Illinois; and

WHEREAS, in consideration of, and subject to, the terms of this Agreement, the Village is willing to allow the Licensee to construct, install, operate, maintain, and replace its Fiber Facilities within the Village's ROW set forth in Exhibit B (hereinafter referred to as the "Approved ROW Locations"); and

WHEREAS, in the event the Licensee seeks additional installation locations in the future, depictions of those locations will be appended to this Agreement without further action by the Board of Trustees upon the approval by Village staff and issuance of applicable permits; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, 47 U.S.C. § 253, as amended, and Section 21-1001 of the Illinois Public Utilities Act, 220 ILCS 5/21-1001, as amended, provides that the Village has the authority, subject to certain limitations, to control access to and use of the ROWs within the Village; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970; and

WHEREAS, the Licensee is authorized and empowered to enter into this Agreement and to perform the covenants, promises and obligations set forth herein; and

WHEREAS, the Village has determined that it is useful to the Village, its residents and the public to grant a license to the Licensee as provided in this Agreement for the purpose of memorializing the Licensee's rights and obligations regarding the installation, operation, maintenance, and repair of the Fiber Facilities in the Approved ROW Locations.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth in this Agreement, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. RECITALS.

1.1. The above recitals are incorporated into this Agreement as substantive terms of this Agreement.

2. GRANT OF RIGHT-OF-WAY USE LICENSE.

2.1. **License Granted.** For and in consideration of the terms of this Agreement and compliance with all federal, state, DuPage County, and Village local laws and regulations, including, without limitation, the ROW Regulations, the Village grants to the Licensee a non-exclusive revocable license (hereinafter referred to as the "License") to construct, install, operate, maintain, repair, and replace the Fiber Facilities in the Approved ROW Locations (collectively hereinafter referred to as the "Installation"). The License does not convey any right, title, or interest of any kind (including any ownership or leasehold interest) in any Village ROW, but is a license only for the use and occupancy of the Approved ROW Locations for the limited purposes stated in this Agreement. This License does not grant or convey any permission or right in the Licensee to provide telecommunication services of any kind within the Village. The Licensee acknowledges the jurisdiction of the Village to regulate its public rights-of-way and shall comply with the ROW Regulations and this Agreement.

2.2. **Licensee Form of Business Disclosure.** The Licensee shall complete and file with the Village the "Disclosure Affidavit" attached hereto and incorporated herein as Exhibit D. Upon any change to the Licensee's business organization, the Licensee shall file provide the Village with an updated Disclosure Affidavit within fourteen (14) days of such change.

3. DESCRIPTION OF FIBER FACILITIES; PERMIT REQUIREMENTS; LOCATION.

3.1. **Facility Specifications.** The Fiber Facilities for which this License is granted are composed of dedicated fiber optic cable and related components. The components and general plans of the Fiber Facilities are depicted in Exhibit C, attached hereto and incorporated herein by reference (hereinafter referred to as the "Facility Specifications").

3.2. **Permit Requirements.** As a condition precedent to its right to access, use or attach any of its Facilities, the Licensee shall, prior to occupying any area, submit a site specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Village a permit for each location. The location of the Fiber Facilities shall be approved by the Village's issuance of all required permits and any permits required by other agencies. The issuance of permits by the Village shall not be unreasonably withheld. The Licensee also must post a Security Fund with the Village in the forms and amounts required by the ROW Regulations and this Agreement.

3.3. **Permit Applications.** The License shall provide all information required by law in any application for a permit under this Agreement, and the Village may request additional information if necessary to process an application. The Licensee shall also pay any applicable permit fees as required by law and the Village's ROW Regulations. Unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Fiber Facilities.

All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location.

3.4. Time Limit on Permit Validity. No ROW construction permit will remain open beyond the time limits set forth below:

3.4.1. If work does not commence for the installation within three hundred sixty five (365) days after the date of permit issuance, the permit will be cancelled and a new permit application and fee for installation in same location will be required.

3.4.2. If work has not been completed within seven hundred and thirty (730) days after the date of permit issuance or three hundred and sixty five (365) days after the commencement of work, whichever is sooner, the permit will be cancelled, all ongoing work will cease, and the Village will be authorized to commence site restoration, including reimbursement of its costs from the Security Fund. The Licensee may request an extension of time regarding the periods set forth in this Section 3.4.2 for unforeseeable circumstances which may be granted in the sole discretion of the Village's Public Works Director or the Director's designee.

3.4. Location of Fiber Facilities. The location of the Fiber Facilities shall be as approved by the Village's Public Works Director or the Director's designee. The Licensee shall provide the Village with engineering drawings certifying the proposed locations of the Fiber Facilities within the ROWs each time it submits a permit application. The Licensee shall provide "as built" engineering drawings within ninety (90) days of completing the installation of Fiber Facilities. Unless otherwise stated in a permit issued by the Village, Licensee shall not locate its Fiber Facilities to unreasonably interfere with the use of the ROW by the Village, any utility, the public or other persons authorized to use or be present in or upon the public ROW.

3.5. Non-Right of-Way Locations. Notwithstanding Section 3.4 above, the Parties acknowledge that permit applications submitted to the Village by Licensee may identify locations that are outside of the ROW which are outside the scope of this Agreement and the Village's authority to permit work in such locations (hereinafter referred to as "Non-ROW Locations"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. The Licensee shall provide the Village with evidence of its authority to install any Fiber Facilities in Non-ROW Locations upon the request of the Village prior to any such installation. By issuing a permit in connection with a permit application that discloses the installation of Licensee's Fiber Facilities in Non-ROW Locations, the Village specifically disclaims all warranties and representations related to Licensee's authority to enter or install Fiber Facilities in such Non-ROW Locations. Further, any permit issued by the Village in connection with a permit application submitted by the Licensee that identifies Licensee's installation of Fiber Facilities in Non-ROW Locations shall not be considered or construed to be a Village grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its Fiber Facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and

obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the Village shall have no duty or obligation to provide said Non-ROW Location owners any information, notices or direction concerning the Licensee's ability to enter upon Non-ROW Locations. In accordance with Section 7.2 below and Section 8-6-9 ("Indemnification") of the Village Code, as amended, Licensee agrees to indemnify, defend and hold the Village harmless from all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of Fiber Facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

3.6. Village Owned Facilities. All ROW construction permit applications must identify all Village owned facilities that will be located within construction area and eligible for fiber installation. The Village may request that the Licensee install conduit and/or fiber connections and any corresponding equipment to any such Village facilities. Upon written notice to the Licensee, the Village may add such location to those set forth in Exhibit B. The installation of conduit, fiber connections, and any corresponding equipment shall be performed for such locations at the Licensee's sole expense. Should the Village request internet or fiber services from the Licensee at said locations, such internet or fiber services shall be provided by the Licensee to the Village at a rate reflecting fifty percent (50%) of the best rate offered to the Licensee's other customers for internet or fiber services in the Village's corporate limits.

3.7. Cooperation between the Parties. The Village shall cooperate with the Licensee concerning the provision of publicly available maps before Licensee submits its permit applications for use of the ROW. When submitting plans to Village for review, the Licensee shall provide a map to the Village in a form acceptable to the Village depicting the proposed route where Licensee intends to construct its Fiber Facilities and shall furnish to the Village all "as built" plans in a form acceptable to the Village upon completion of construction under a permit and for all reconstruction, repair, relocation and other work performed thereon within ninety (90) days after completion of such work. Notwithstanding the foregoing, the Licensee shall not be required to provide "as built" plans for routine maintenance, or repair work performed.

3.8. Non-Compliant Fiber Facilities. The Licensee shall relocate at its sole cost and expense any part of its Fiber Facilities that is not located in compliance with the permit requirements within thirty (30) days of the Village's written notice to the Licensee of such noncompliance.

3.9. Reservation of ROWs and Construction Restrictions. All rights granted herein to the Licensee in the Village's ROWs are granted based on the information and belief of the Village that it has title or an interest in such ROWs and the right and power to grant the rights and interests granted to the Licensee in this Agreement. This Agreement shall be deemed to grant only such rights to use the ROWs as the Village may have the right and power to grant in this Agreement. The Licensee has the right to conduct or obtain a title search of the ROWs to ascertain the status of the Village's rights and interests in the same, which shall be at the Licensee's sole cost and expense.

3.10. **Nonexclusive Use.** The Licensee's right to use and occupy the ROWs shall not be exclusive. The Village hereby reserves the right to grant any right or use of the ROWs to any person or entity or at any time during the period of the License and any renewal or extension thereof, provided and subject to this Agreement, that such grant does not obstruct, injure or prevent the use and operation of the Licensee's Fiber Facilities.

3.11. **Other Utilities.** The Village retains the right to lay and permit to be laid, sewer, gas, water, electric, and other pipelines, cables and conduits in any ROW, to change any curb or sidewalk or the grade or dimension of any street, and to perform and to permit to be performed any other work as the Village shall deem necessary or proper in its sole judgment and discretion. All such work shall be performed, insofar as practicable, in such manner as not to obstruct, injure or prevent the free use and operation of Licensee's Fiber Facilities. If any such Fiber Facilities shall interfere with the construction or repair of any ROW or other improvement therein, the Licensee shall, at its sole cost and expense, commence and diligently prosecute to completion, the relocation, removal or replacement of such Fiber Facilities, within ninety (90) days after the delivery of such written notice by the Village. In the event the Fiber Facilities must be relocated, the Village shall use its best efforts to identify alternative rights of way for the relocated Fiber Facilities. In the event relocation of the Fiber Facilities or any part thereof is necessary to accommodate improvements or construction performed by or on behalf of a federal, state or county governmental agency from which the Village receives payment for relocation of existing facilities, the Village shall reimburse the Licensee for its pro-rata share of such relocation payments received from the governmental agency. In the event relocation of the Fiber Facilities or any part thereof is necessary to accommodate improvements or construction performed by or on behalf of any non-governmental third party, such third party shall pay for the entire cost of relocation of the Licensee's Fiber Facilities.

4. **USE OF RIGHTS-OF-WAY.**

4.1. **Fiber Facilities to be Located Underground.** The Licensee shall use and occupy the ROWs to install, operate and maintain the Fiber Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

4.2. **Visual Inspection of Impacted Village Utilities.** Prior to installation of the Fiber Facilities, and again after completion, the Licensee shall visually verify marked or known sanitary and storm sewer main and all lateral lines within the affected area by potholing/daylighting where the proposed bore path, excavation, launch pit, receiving pit, or other construction activity enters the applicable tolerance zone. Such potholing/daylighting shall be performed by hand digging, vacuum excavation, or another non-mechanized method consistent with applicable damage-prevention requirements. No additional work or costs beyond the approved scope shall be undertaken without the Licensee's written consent.

4.3. **Conduits.** The Licensee must label each conduit it installs, with clear indication of the Licensee's ownership of conduit.

4.4. **Licensee Representatives.** The Licensee shall designate an employee or agent of the Licensee who is able to be on-site at an installation location within twenty-four (24) hours' time to address and resolve issues. The Licensee will designate the construction contractor's representative who is on-site at all time during the installation of the Fiber Facilities to address and resolve immediate issues. The contractor's representative and/or licensee designated employee shall submit weekly progress reports to the Village. Pre-construction meetings and progress meetings shall be scheduled pursuant to the Village's permit requirements.

4.5. **Notice to Impacted Property Owners.** The Licensee shall provide written notices, in the form of door hangers and/or other physical notification approved by the Village to notify private property owners of dates and the scope of that installation activities which will impact their properties. Such notices will provide property owners with email and telephone contact information for both the Licensee's representative and the installation contractor.

4.6. **Pavement Not to Be Disturbed.** Except for any Joint Underground Locating Information for Excavators (JULIE) locates and/or pavement work specifically shown in approved permit documents, the Licensee shall not disturb any pavement as part of the installation, operation, maintenance or removal of its Fiber Facilities. All movement and storage of equipment and materials shall be confined to areas designated by the Village. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws and regulations. All tree stumps, and other debris resulting from construction operations shall immediately be removed by the Licensee from the ROWs.

4.7. **Other Agency Approval.** If the Licensee's Fiber Facilities are to be installed within the right-of-way of another agency, the Village will require proof that a permit has been applied for from the other agency, including such as the Illinois Department of Transportation or DuPage County Division of Transportation and that such permit has been issued by the applicable agency.

5. **CONSTRUCTION AND MAINTENANCE OF FIBER FACILITIES.**

5.1. **Compliance with Applicable Laws.** The Licensee shall always maintain the Fiber Facilities in good and safe condition and shall comply with all applicable federal, State of Illinois and DuPage County laws and regulations, the Village Code and Village regulations, including, without limitation, the ROW Regulations, as amended. In the event of a conflict between a provision of this Agreement and the Village ROW Regulations, the more stringent provision which is more protective of the Village shall control.

5.2. **Maintenance.** The Licensee shall be responsible for the maintenance of the Fiber Facilities within the ROWs. The Fiber Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, and local laws, regulations, and policies. The Licensee shall use due care to ensure that no damage, beyond reasonable wear and

tear, is caused to the ROWs. The Licensee shall report any damage it causes to any affected party in writing within twenty-four (24) hours of being made aware of the damage. The Licensee shall reimburse the other party for reasonable damages caused by its employees, contractors, subcontractors, agents, representatives, or its Fiber Facilities.

5.3. **Relocation.** Within ninety (90) days following written notice from the Village, the Licensee shall be responsible for relocating the Fiber Facilities at the Licensee's sole cost and expense when the Fiber Facilities conflict with a planned Village infrastructure improvement which benefits the public.

5.4. **Marking.** Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Fiber Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

5.5. **Marking Procedure.** Due to the Licensee's proposed scope and schedule, the Village does not have the resources to locate and mark Village-owned utilities. The Licensee shall provide at the Licensee's expense a competent and experienced utility locator to locate and mark all Village-owned utilities per current J.U.L.I.E. requirements. The Village shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system. In addition, the Licensee shall be responsible for locating the Fiber Facilities in response to requests from the area one call utility locate provider.

5.6. **Duty to Provide Information.** Within ten (10) business days after receipt of a written request from the Village, the Licensee must furnish any information requested that is necessary, as determined by the Village, for the Village's management of its ROW and reasonably related to the subject matter of the Agreement or the Installation of the Fiber Facilities, the License, and any business activities related to the License or business operations of Licensee in the Village.

5.7. **Public Safety.** If the Village, in its reasonable discretion, determines that a particular use of the ROWs by the Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the Village, shall install commercially reasonable safety devices or make commercially reasonable modifications and take reasonable measures at Licensee's sole expense to render the ROW safe for, and compatible with, public use. Required measures may include suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

5.8. **Failure to Take Measures.** In the event the Licensee fails to install such safety devices, make required modifications or take reasonable measures within twenty-four (24) hours, or, if they cannot be completed expeditiously to render the ROW safe for the public, the Village may install such safety devices, make such modifications or take reasonable measures. In the event the Village installs such safety devices, makes such modifications or take reasonable measures, the Licensee shall pay the actual costs of such improvements upon the Village's written demand, or the Village may terminate this Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the Village arising out of this Agreement and its termination.

5.9. **Environmental.** The Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of any ROW in any manner without prior written approval of the Village. The Licensee will take all reasonable steps to ensure that Licensee will not release any regulated material in violation of any federal or state environmental law in the ROWs. At its sole cost and expense, the Licensee shall remediate, remove, clean up or abate in accordance with federal or state law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a federal or state law on the ROWs by the Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 7.2 below and Section 8-6-9 ("Indemnification") of the Village Code, as amended, shall apply.

5.10. **Obligation to Restore and Repair.** The Licensee must restore all areas disturbed by the Licensee's Installation, operation, maintenance, repair and replacement of the Fiber Facilities in full compliance with both the ROW Regulations and this Agreement (hereinafter referred to as the "Restoration"). Restoration must be completed within thirty (30) days after installation, operation, maintenance, repair and replacement of Fiber Facilities on a block (from intersecting/intercepting street to intersecting/intercepting street) is completed, subject to adverse weather conditions.

5.11. **Restoration Period.** For a period of twelve (12) months following the closure of any permit for work in the ROWs by the Licensee or any person acting on the Licensee's behalf the Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property caused by the Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence or intentional misconduct of the Village. All such restoration shall be performed in accordance with the Village ROW Regulations and to the reasonable satisfaction of the Village.

5.12. **Surety Requirement.** The Licensee will provide a security fund to the Village that meets the requirements of Section 8-6-10 ("Security") of the Village Code, as amended. The Parties agree that the Licensee shall procure a surety bond in the amount of One Hundred Thousand Dollars (\$100,000) to satisfy this requirement.

5.13. Failure to Restore and Repair. If the Licensee fails to perform any required Restoration within the required period, then the Village may undertake the Restoration, at the Licensee's expense. The Licensee must reimburse the Village for all actual and documented costs and expenses incurred by the Village related to the Restoration, including actual and documented administrative costs, within forty-five (45) days after receipt of an invoice of those costs and expenses from the Village. The invoice will include reasonable detail of the costs and expenses and must include receipts or other documents when available. If the Licensee fails to pay the Village within the forty-five (45) day period, the Village may issue a written notice to the Licensee that the Village will: (1) reimburse itself from the security fund; and (2) terminate this Agreement if payment is not received within thirty (30) days after the date of Licensee's receipt of that written notice. If the Licensee fails to pay the Village within said thirty (30) day period, then the Village may with advance written notice terminate this Agreement.

5.14. Emergencies. Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights-of-way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work must comply with the requirements for emergency maintenance in the ROW Regulations and this Agreement.

5.15. Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the Village, the Licensee shall, at its own expense, remove, relocate, change or alter all or any part of any unauthorized Fiber Facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if the Licensee, within that period shall have commenced with due diligence to remove its Fiber Facilities, shall be granted an extension by the Village, not to exceed ninety (90) days, to complete such work. A Fiber Facility is unauthorized and subject to removal in the following circumstances:

5.15.1. Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;

5.15.2. If the facility was constructed or installed without the prior grant of a license or permit;

5.15.3. If the facility was constructed, installed or maintained in violation of this Agreement or the Village's ROW Regulations; or

5.15.4. If the facility was constructed or installed at a location not permitted by any permit obtained by the Licensee.

In the event that relocation of any or all of the Fiber Facilities is required and the Village and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the Village may terminate this License Agreement, without penalty or payment to

the Licensee, solely with respect to the portion of the ROWs required by the Village for the above reasons or other public purposes.

5.16. **Village Removal or Relocation of Fiber Facilities.** In the event the Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Fiber Facilities from Village ROWs and fails to do so within the applicable time periods set forth in this Agreement, the Village may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Licensee shall be liable to the Village for all costs regarding same. The Village may either demand payment from the Licensee and the Licensee shall pay all actual costs of such relocation or removal, or demand payment from the security fund posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

5.17. **Penalty.** If the Licensee installs its Fiber Facilities in a ROW without a permit for a location, the Licensee agrees to pay a penalty payable to the Village in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Fiber Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Fiber Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification or an unauthorized use.

5.18. **Emergency Removal or Relocation of Fiber Facilities.** The Village retains the right to disconnect, cut, move or remove any part of the Fiber Facilities located within the ROWs of the Village as the Village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Village shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Fiber Facilities and shall notify Licensee after cutting or removing any part of the Fiber Facilities.

6. TELECOMMUNICATIONS TAX; PERMIT FEES.

6.1. **Telecommunications Tax.** For so long as (a) the Village imposes a simplified municipal telecommunications tax, or any successor tax, in the amount of six percent (6%), or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) Licensee collects and remits said tax, no recurring annual fees or other amounts shall be due to the Village for the use and occupancy of the Village's ROW's (hereinafter referred to as the "Tax"). On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the simplified telecommunications tax remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the Village's Finance Director via United States Postal Service mail or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.

6.2. **Tax No Longer Imposed.** If the Tax is no longer imposed by the Village, unless otherwise prohibited by law, Licensee shall pay an annual fee ("Annual Fee") as follows: No later than May 1 of the year following the cessation of the Tax, Licensee shall pay the amount of Five Thousand Dollars (\$5,000) to the Village per annum; thereafter, said annual fee shall be increased each year by three percent (3%) over the previous year's fee. The annual fee shall be paid to the Village no later than January 2nd of each year. Payments made after January 2nd shall include a late-penalty fee of ten percent (10%).

6.3. **No Exemption for Other Taxes.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed, and the Licensee will be responsible for the payment of any taxes assessed relative to its use of the Village's public rights-of-way or its operation of the Fiber Facilities.

6.4. **Permit Fees.** Licensee shall be required to pay any applicable permit fees for each permit applied for and/or issued.

6.5. **Reimbursement.** Licensee shall reimburse the Village for the Village's costs in drafting this Agreement and for the Village's direct costs and expenses in reviewing the Licensee's submittal and for the enforcement and administration of this Agreement. The Licensee and the Village agree that said reimbursement shall be in the amount of ten thousand dollars (\$10,000) and shall be paid upon execution of this Agreement.

6.6. **Reimbursement for Third-Party Costs.** The Licensee shall reimburse the Village for any actual and documented costs incurred for third-party consultants retained by the village to inspect permit applications, plans, or work sites for compliance with the ROW Regulations and this Agreement. Prior to engaging such consultants, the Village shall provide the Licensee with a written summary of consultant's scope of work, time estimate for work, and hourly/daily rates.

7. LIABILITY AND INDEMNITY AND INSURANCE.

7.1. **No Liability for Damage to Fiber Facilities.** Unless directly and proximately caused by a willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for all damage to or loss of the Fiber Facilities caused by the Village, its contractors, or agents. The Village will not be responsible for damage to Fiber Facilities if damaged during routine or emergency infrastructure maintenance or repair work.

7.2. **Indemnification.** To the fullest extent permitted by law, and in addition to any indemnification requirements set forth in the Village's ROW Regulations, the Licensee shall hold harmless, indemnify, and defend the Village and the Village's officials, officers, employees, agents and representatives (collectively hereinafter referred to as the "Indemnified Parties") from and against all third-party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees (collectively

hereinafter referred to as the “Claims” and each a “Claim”), to the extent they arise out of, or result from, whether directly or indirectly, any act or omission of the Licensee or any of its affiliates, officials, officers, employees, agents, contractors, or subcontractors the Agreement, installation of the Fiber Facilities, the Licensee’s use of the Village’s public rights-of-way, or the provision of services over the Fiber Facilities, except to the extent arising out of the negligence, willful, intentional or malicious act of the Village, its contractors or anyone acting on the Village’s behalf.

7.3. **Reservation of Immunities.** Nothing in this Agreement shall be interpreted or constitute a waiver, release, or to otherwise compromise the Village’s common law or statutory privileges or immunities which are fully reserved.

7.4. **No Limitation or Subrogation.** The indemnification and defense required by this Agreement are not limited by the amount of the insurance available to either Party and will not be subject to subrogation. As to its own acts or omissions, the Licensee shall pay all expenses, including legal fees and administrative expenses incurred by the Village in defending itself regarding against any claim.

7.6. **Insurance.** The Licensee shall provide insurance in accordance with the insurance requirements set forth in Section 8-6-8 (“Insurance”) of the Village Code, as amended, at all times when installation or maintenance of its Fiber Facilities takes place and when any part of its Fiber Facilities is located within any Village ROW.

8. TERM; TERMINATION.

8.1. **Term of Agreement.** The term of this Agreement is five (5) years, beginning on the date the Effective Date of this Agreement (hereinafter referred to as the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for successive five-year terms provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal (hereinafter referred to as the “Renewal Terms”), unless either Party provides written notice to the other Party that it does not wish the Agreement to renew at least 90 days before the end of the then-current Initial Term or Renewal Term. In the event this Agreement is not renewed, and upon notice from the Village, the Licensee must within not less than one hundred eighty (180) days from such notice, remove its Fiber Facilities from all Village rights-of-way, or those portions designated by the Village, and complete the Restoration of all the rights-of-way as required by this Agreement.

8.2. Termination of Agreement.

8.2.1. **Termination by Licensee.** Subject to the conditions stated in Section 8.1 above, the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to the Village of its intention to terminate; provided, however, that all unfulfilled or unfinished obligations of the Licensee under this Agreement, whether payment obligations, Restoration, or any other obligation, will

survive termination, and the Licensee will continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

8.2.2. Termination by Village. Subject to the conditions stated in this subsection, the Village may terminate this Agreement in the event of any default which remains uncured following thirty (30) days prior written notice to the Licensee and a reasonable time to cure, provided that Licensee has commenced a cure within such thirty (30) day period and a cure is capable of being completed within a reasonable time thereafter, for any of the following causes:

8.2.2.1. A material violation of any term of this Agreement.

8.2.2.2. The material failure of Licensee to comply with all applicable federal, state, or local laws, ordinances, rules, and regulations including the ROW Regulations.

8.2.2.3. The Licensee makes a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement, that is relied upon for renewal of this Agreement, or in a permit application.

8.2.2.4. Installation of the Fiber Facilities is contrary to the plans and specifications approved by the Village or outside the scope of the License approved by this Agreement.

8.2.2.5. The Licensee is adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

8.2.2.6. The Licensee transfers this License without providing the Village with notice of the transfer within sixty (60) days after the completion of the transfer. The Licensee ceases its business operations or ceases operation of the Fiber Facilities, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) days after they were ceased.

8.2.2.7. Any portion of the Fiber Facilities presents a direct or imminent threat to the public health, safety, or welfare—whether due to its location, condition, or other circumstance—and the Licensee fails to mitigate that threat promptly.

8.2.2.8. Failure to provide the required traffic control during Installation; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

8.2.2.9. Failure to perform any restoration as required by this Agreement or the Village's ROW Regulations.

8.3. Removal of Fiber Facilities. As part of the termination of this Agreement by the Village, the Village will direct the Licensee as to what portion of the Fiber Facilities, if any, the Licensee must remove from the Village's public rights-of-way. Any portion of the Fiber Facilities designated for removal must be removed by the Licensee at its expense within one hundred eighty (180) days after the date of termination, or as otherwise agreed to by the Village, and the Licensee must restore all disturbed public rights-of-way to the standards in the ROW Regulations. The Licensee must transfer to the Village all rights, title, and interest to all portions of the Fiber Facilities that remain via a bill of sale; provided, however, that even in the absence of a bill of sale, the parties explicitly agree that ownership in any Fiber Facilities abandoned in place after the termination or expiration of this Agreement, and which have not been lawfully transferred to another fiber service provider, will automatically transfer to the Village.

9. ENFORCEMENT.

9.1. Enforcement. The Village and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement, except to the extent provided for herein.

9.2. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding is entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

10. TRANSFER OR ASSIGNMENT OF AGREEMENT.

10.1. This Agreement is binding on, and inures to the benefit of the Village and the Licensee their successors and assigns. Except as stated in this Section, the Licensee has no right or authority to transfer or assign the License, this Agreement, or any interest in any part of the License or this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the Approved ROW Locations and the assignee fully assumes all of the Licensee's obligations under the Agreement. The Licensee may assign this Agreement without consent to

an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the Approved ROW Locations and the assignee fully assumes all the Licensee's obligations under the Agreement, subject to the Village's approval which shall not be unreasonably withheld. The Licensee shall provide a new Disclosure Affidavit for any such transfer or assignment in the form attached as Exhibit D. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Fiber Facilities or vacates or ceases to use the Fiber Facilities, the Licensee shall, nevertheless, remain liable to the Village under the provisions hereof, until said Fiber Facilities herein authorized are removed or abandoned pursuant to this Agreement, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than the Licensee shall not constitute a waiver of this provision. In all instances, a successor Licensee shall notify the Village Manager of its legal identity, address, e-mail address, phone numbers, and the identity of its responsible representative to the Village.

11. GOOD FAITH COOPERATION.

11.1. The Licensee and the Village agree that in the event a decision by a regulatory authority at the federal, state, or local level requires modifications of this Agreement then the Licensee and the Village will negotiate in good faith to modify this Agreement to permit each of them, to the extent practicable, to enjoy the intended benefits of this Agreement. The Licensee and the Village otherwise mutually agree to cooperate with each other in good faith to perform their duties and obligations under this Agreement.

12. FORCE MAJEURE.

12.1. The Village and the Licensee will not be responsible for any failure to perform or delay in performance due to unforeseen circumstances or due to a cause beyond the Party's control, including but not limited to acts of nature, war, riot, embargoes, acts of civil or military authorities, fire, floods, or accidents.

13. NO ENCUMBRANCES.

13.1. The Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

14. VIDEO PROGRAMMING.

14.1. The Licensee shall notify the Village if it intends on providing cable television content over the Fiber Facilities to subscribers within the Village. If required by law, the Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Fiber Facilities.

15. AMENDMENTS AND MODIFICATIONS.

15.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Licensee.

16. SAVINGS CLAUSE.

16.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

17. NON-WAIVER OF RIGHTS.

17.1. No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either Party's right to demand compliance with the terms hereof.

18. ENTIRE AGREEMENT.

18.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements, or agreements, either written or oral, regarding its subject matter. There are no covenants, promises, agreements, conditions, or understandings between the parties, either oral or written, other than those contained in this Agreement.

19. GOVERNING LAW AND VENUE.

19.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

19.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of DuPage County, Illinois.

20. NOTICE.

20.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic mail to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

If to the Village: Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
Email: mfranz@glenellyn.org

With a copy to: Public Works Director
Village of Glen Ellyn
30 South Lambert Road
Glen Ellyn, Illinois 60137
Email: jhubsky@glenellyn.org

If to the Licensee: _____

Email: _____

20.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

20.3. Notice by email transmission shall be effective as of date and time of email transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 a.m. to 4:30 p.m. Central Time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

21. HEADINGS AND TITLES.

21.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

22. COUNTERPARTS; PDF/EMAIL SIGNATURES.

22.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

22.2. A pdf/email copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

23. EFFECTIVE DATE.

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the last date of its execution by one of the Parties as reflected below.

24. AUTHORIZATIONS.

24.1 The Licensee's authorized representatives who have executed this Agreement warrant have been lawfully authorized by the Licensee's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that he has been lawfully authorized to execute this Agreement. The Licensee and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF GLEN ELLYN

[NAME OF LICENSEE]

By: Mark Franz
Its: Village Manager

By: _____
Its: _____

Dated: _____, 2026

Dated: _____, 2026

ATTEST

ATTEST

By: Caren Cosby
Its: Village Clerk

By: _____
Its: _____

Dated: _____, 2026

Dated: _____, 2026

EXHIBIT A

RIGHT-OF WAY MAP

DRAFT

EXHIBIT B

APPROVED LOCATIONS FOR FIBER FACILITIES

DRAFT

EXHIBIT C

FIBER FACILITY SPECIFICATIONS

DRAFT

EXHIBIT D

DISCLOSURE AFFIDAVIT

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do hereby state as follows:

A. _____ (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

B. If incorporated, the state of incorporation is _____.
The Licensee represents it is registered to do business in the State of Illinois and shall renew its registration as applicable.

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Chief Financial Officer: _____

C. PARTNERSHIP/LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address

_____	_____
Name	Home Address

_____	_____
Name	Home Address

Name

Home Address

The business address is _____

Telephone: _____

D. If a limited liability company, the state of incorporation is _____. The Licensee represents it is registered to do business in the State of Illinois and shall renew its registration as applicable.

E. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____

My home address is _____

Telephone: _____

Under penalty of perjury, _____ (Licensee's Name)

certifies that _____ is its correct Federal Taxpayer Identification
Number, (FEIN/SSN)

or, in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: _____

Its: _____

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 8/31/2026 7:00 PM
Department: Administration
Department Head:
Category: Discussion Item
Prepared By: Mark Franz

**AGENDA ITEM (ID
2026-668)**

DOC ID: 2026-668

Discussion of a Revised Village of Glen Ellyn Personnel Manual

Statement of the Issue:

Staff seeks feedback from the Village Board on a comprehensive revised Village of Glen Ellyn Personnel Manual (“Manual”). The proposed Manual replaces the version last approved on September 12, 2016. The revised Manual incorporates new legal requirements and Village policies, clarifies administrative procedures, and reorganizes existing provisions for easier use by employees and supervisors. The draft revised Manual is attached as well as the current version for comparison purposes.

Analysis:

Background

The Village’s Personnel Manual has not undergone a comprehensive update since September 12, 2016. Periodic review of the Manual is an important component of the Village’s human resources and risk-management practices. This review ensures that employment policies reflect changes in applicable federal and state laws; incorporates new or revised Village policies adopted since the last update; and incorporates changes to employee benefits and personnel practices. The revised Manual will promote consistent policy interpretation and application across departments and provide employees and supervisors with clear guidance on workplace expectations, benefits, and administrative procedures.

To support the project, the Village retained HR Source, a human resources consulting firm located in Downers Grove, Illinois, to serve as a project consultant. Staff worked closely with HR Source to update the manual and Village Attorney Paul Stephanides reviewed and provided further revisions to the draft. The Department Head team also reviewed the Manual and provided feedback. This collaborative process was used to ensure the proposed Manual is in compliance with applicable law, administratively practical, consistently applicable, and is responsive to the Village’s operational needs.

Overview of the Update

The revised Manual update includes both legally required revisions and Village policy changes adopted since 2016. The major changes are summarized below. Section renumbering, heading changes, formatting revisions, and minor edits will be finalized after Village Board feedback is received.

Major Changes Required or Prompted by Law

Paid leave for part-time, seasonal, and temporary employees. Adds paid time off consistent with the Village's ordinance mirroring the Illinois Paid Leave for All Workers Act. Eligible employees generally earn one hour of leave for every 40 hours worked, may use leave after the applicable waiting period, and are subject to stated annual-use and accrual limits.

Expanded sick-leave use for family care. Updates sick-leave provisions to permit employees to use leave for the personal care of applicable family members and broadens the definition of qualifying family relationships consistent with Illinois law.

Bereavement and reproductive-loss leave. Updates paid bereavement provisions, recognizes reproductive-related loss, and adds extended child bereavement leave for eligible employees following the loss of a child, including required job protections and notice procedures.

Jury-duty and court-witness protection. Clarifies job-protected jury-duty leave, employee notice expectations, return-to-work obligations when court service does not require a full day and adds unpaid leave for employees subpoenaed as witnesses in qualifying criminal proceedings.

Emergency-service volunteer protection. Adds protection for eligible volunteer emergency workers who are absent or late because they responded to an emergency or an emergency-service request. The policy prohibits discipline for qualifying absences and permits the Village to require notice and verification.

Whistleblower protection and investigations. Updates confidentiality and anti-retaliation protections for whistleblowers, defines retaliatory conduct, requires timely written reporting, identifies reporting channels, and establishes a formal review and resolution process for allegations of improper governmental action.

Personnel record access. Updates the personnel record policy to allow employees or designated representative to inspect, copy, or receive eligible records up to twice per calendar year, subject to collective bargaining agreements. This policy adds written-request procedures, response deadlines, permissible exclusions, copy-delivery options, confidentiality safeguards, and updated rules for releasing employment information.

Anti-harassment protections. Updates the harassment policy to reflect current protected classifications and clarifies prohibited conduct and reporting expectations under applicable law.

Significant Village Policy and Administrative Changes

Employment classifications and definitions. Clarifies at-will status, exempt and non-exempt classifications, probationary status, regular full-time and part-time eligibility, seasonal and temporary status, supervisory authority, definition of relatives as it pertains to their employment, elected and appointed officials, and acting appointments.

Reemployment of retirees. Adds a policy stating how accrual balances and benefits are treated when a former Village employee retires with a pension and is later rehired.

Temporary responsibility pay and special-assignment stipends. Creates a process to

compensate eligible employees who perform the majority of a higher-grade position's duties for at least 21 consecutive workdays or accept a significant special assignment. The policy establishes approval, duration, documentation, and compensation standards.

Work schedules and attendance. Clarifies that schedules may vary based on operational needs, requires employees to be ready to work at the scheduled start time, and requires supervisor approval for schedule changes.

Time reporting. Adds an express disciplinary consequence, up to and including termination, for falsifying or failing to accurately and timely complete time records.

Remote work. Adds a comprehensive remote-work policy. Remote work is not guaranteed, must meet operational and position requirements, and may be routine or situational. The policy addresses eligibility, approvals, work hours, performance, confidentiality, equipment, safety, and the Village's right to modify or discontinue the arrangement.

Village holidays and personal days. Updates the recognized holiday schedule (adding Martin Luther King Day as approved by the Village Board in 2023) and replaces floating holidays with two personal days for eligible full-time non-union employees. The policy addresses proration, hourly use, scheduling, and year-end expiration.

Sick-leave eligibility, administration, and accumulation. Revises the policy from a benefit focused primarily on an employee's own illness or injury to a broader, clearly defined benefit that may also be used for childbirth, qualifying medical and dental appointments, and the illness or personal-care needs of eligible family members. Historically, employees received twelve (12) sick days annually. As part of an earlier restructuring of the Village's leave benefits, six (6) of those sick days were reallocated to annual leave to provide employees with greater flexibility when caring for an ill family member, attending medical or dental appointments, or addressing other personal needs. This reallocation is the reason employees receive seventeen (17) days of annual leave upon beginning employment with the Village, in addition to six (6) sick days annually. The updated policy eliminates the requirement that employees first use annual leave for the initial four (4) consecutive days of a qualifying absence and increases the maximum sick-leave accumulation from 120 to 240 workdays. It also establishes clearer standards for the appropriate use of sick leave and authorizes review and corrective action when there is a reasonable concern regarding misuse. Unused sick leave will continue to carry over from year to year and will not be paid out upon separation from Village employment.

Tuition assistance. Updates eligibility to focus on full-time employees who have completed probation and are in good standing, clarifies approval and reimbursement requirements, establishes degree-based annual limits and grade-based reimbursement percentages, and addresses repayment obligations when an employee separates after receiving assistance.

Service-recognition awards. Changes the award method from Chamber of Commerce gift certificates to taxable cash payments through payroll while retaining the years-of-service schedule and extending stated eligibility to Village and Glenbard Wastewater Authority employees.

IT Policy. Staff has updated this policy over the years per an administrative order. This order will now be incorporated into the Manual as an appendix.

Implementation and Communication

Following Board consideration and approval, Human Resources will issue the revised Manual to employees, obtain required acknowledgments, provide guidance to supervisors and Department Heads, and coordinate implementation of revised procedures. Human Resources will also maintain forms and administrative guidance needed for leave requests, remote-work approvals, personnel-record requests, temporary responsibility pay, and other updated processes.

The revised Manual is intended to serve as the central employee-policy reference. Where a collective bargaining agreement or applicable law conflicts with the Manual, the controlling agreement or law will govern. Human Resources and the Village Attorney will continue to monitor legal developments and recommend future revisions as necessary.

Budget Impact:

Approval of the Manual does not, by itself, authorize expenditures outside the Village's adopted budget. Some statutory leave requirements, benefit provisions, temporary responsibility pay, tuition assistance, and administrative procedures may have personnel or operating costs. Those costs will be administered in accordance with applicable law, approved benefit plans, established compensation practices, and the Village's annual budget.

Contribution to Strategic Plan

Strategic Priority: Workforce and Operations; Initiative: Attract and retain an innovative, high-performing and diverse workforce and evaluate and implement changes to the Village's work environment to make the Village an employer of choice and ensure adequate staffing to meet service demands; Action Step: Update Personnel Manual

Action Requested:

Discussion Only

Attachments:

1. Draft Revised Personnel Manual
2. Current Personnel Manual



PERSONNEL MANUAL

Adopted _____, 2026





PREFACE

THE GLEN ELLYN COMMUNITY

In the heart of DuPage County, the Village of Glen Ellyn is a prosperous, civic-minded community that offers the perfect balance of small-town charm and modern amenities. Home to approximately 28,000 residents, Glen Ellyn is known for its historic character, tree-lined neighborhoods, vibrant Downtown, and strong sense of community.

Located just 23 miles west of Chicago, Glen Ellyn is easily accessible by Metra and major highways while maintaining the welcoming atmosphere that has made it one of the region's most desirable places to live, work, and visit. Residents enjoy outstanding schools, exceptional parks, cultural events, local shopping and dining, and an active community supported by a tradition of civic engagement and volunteerism.

As Glen Ellyn continues to grow, the Village remains committed to preserving the qualities that make the Village unique while investing in thoughtful improvements that strengthen our infrastructure, enhance public spaces, and support economic vitality. Recent investments in the Village's downtown and ongoing redevelopment projects reflect the Village's commitment to building a community that honors its history while embracing the future.

The Village is committed to supporting a high quality of life through the equitable delivery of reliable, cost-effective services while fostering a community built on trust, respect, and citizen involvement. The Village strives to earn the confidence of those we serve through professionalism, responsiveness, accessibility, and a dedication to doing what is best for the community.

GLEN ELLYN VILLAGE GOVERNMENT

The Village President, Village Clerk, and six Trustees are elected at large and are responsible for establishing Village policy and providing legislative direction. The Village Manager serves as the chief administrative officer and oversees the Village's daily operations.

Village services are provided through a team of professional departments that work together to support residents, businesses, and visitors. These departments include Administration, Community Development, Finance, Economic Development & Communications, Human Resources, Information Technology, Law, Police, Public Works, and Village Links/Reserve 22. Together, they deliver essential services ranging from public safety, infrastructure maintenance, utility operations, planning and development, financial management, communications, and recreational amenities. The Village also partners with the Glenbard Wastewater Authority ("GWA") to provide regional wastewater treatment services. Per an intergovernmental agreement, GWA employees are required to follow the policies and procedures in this Manual.

The Village is committed to providing responsive, courteous, and professional service while continually seeking innovative ways to improve operations and enhance the quality of life for everyone who calls Glen Ellyn home. Guided by the principles of respect, accountability, leadership, trust, inclusivity, and service, Village employees work every day to ensure Glen Ellyn remains a community where people want to live, work, and thrive.



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CHAPTER 1

INTRODUCTION

1.1 BACKGROUND

The Village of Glen Ellyn ("Village") welcomes you to the Village and expects that you read and become familiar with the contents of this Personnel Manual ("Manual"). This Manual contains policies and procedures applicable to all employees.

Village departments may establish policies and operating procedures to supplement those set forth in this Manual. It is important that those policies and procedures are followed just as the policies and procedures in this Manual.

This Manual is not intended to create a contract of employment. Unless an employee is covered by a written employment agreement to the contrary, such as a collective bargaining agreement ("CBA"), Village employees are at-will employees and may be terminated, with or without cause, and with or without notice, at any time subject to applicable law. No Village representative, other than the Village President and Board of Trustees or the Village Manager as authorized by the Village President and Board of Trustees, may enter into any agreement on behalf of the Village.

This Manual supersedes all previous personnel manuals and written policies and procedures regarding the same or similar subject matters set forth herein. The Village reserves the right to revise, supplement, deviate from, or rescind any policies or procedures set forth in this Manual from time to time as it deems appropriate, in its sole and absolute discretion. Any provision of this Manual that conflicts with the provision of a CBA is not applicable to those employees that are subject to the CBA.

Applicable federal, state, or local laws or regulations shall supersede any provision of this Manual in the following instances:

- a) If a provision is or will become in conflict with federal, state, or local laws or regulations.
- b) If any omissions or inclusions in this Manual cause a conflict with federal, state, or local laws or regulations.
- c) If a typographical or printer error causes a conflict with any federal, state, or local laws or regulations.

Should there be any questions as to the interpretation of a provision of this Manual, such interpretation will be at the sole and absolute discretion of the Village, subject to applicable law.

The Village will not interpret or apply any provision of this Manual as a means of preventing or dissuading employees from engaging in activities protected by state or federal law, including the Illinois Public Labor Relations Act. Nothing in this Manual should be read as limiting employees' rights to discuss wages, benefits, and terms and conditions of employment, raise complaints about working conditions, joining or supporting labor unions, or engage in other legally protected activities.

If you have any questions about this Manual, please contact your supervisor or the Human

Resources Department.

1.2 VISION, MISSION AND VALUES STATEMENT

OUR VISION

Glen Ellyn is a community rich in tradition, civic pride and opportunity, where historic character, engaged residents, thriving organizations and vibrant business districts provide an exceptional quality of life for every generation.

OUR MISSION

We preserve what makes Glen Ellyn special, provide outstanding public services, and invest thoughtfully in the future to ensure the Village remains safe, sustainable and prosperous.

OUR VALUES

RESPECT

Honor each person, treat everyone with dignity and value their individuality.

ACCOUNTABILITY

Commit to action and accountability to achieve successful results.

LEADERSHIP

Guide and facilitate others to make a positive difference in the community.

PRINCIPLES OF SERVICE

Serve the needs of the community with professionalism and courtesy.

DIVERSITY, EQUITY AND INCLUSIVITY

Provide equal opportunities for participation.

BEST FOR THE COMMUNITY

Work on behalf of community interests, not individual interest.

TRUST

Earn trust through reliability, honesty and effectiveness.

DIVERSITY, EQUITY, AND INCLUSION

The Village is fully committed to diversity, equity, and inclusion (“DEI”) in principle and in practice. The Village strives to be an inclusive and equitable community that embraces and champions diversity and welcomes, respects, and engages all people in all aspects of Village life, including employment, commerce, housing, recreation, faith practices, access to

resources, and civic engagement. DEI is central to the Village's current and future success. DEI is defined as follows:

- a) Diversity: Psychological, physical, and social differences that occur among any and all individuals.
- b) Equity: The guarantee of fair treatment, access, opportunity, and advancement while at the same time striving to identify and eliminate barriers that have prevented the full participation of some groups.
- c) Equality: The state of being equal, especially in status, rights, and opportunities.
- d) Inclusion: The act of creating environments in which any individual or group can be and feel fully welcomed, respected, supported, and valued to bring their full authentic selves to the community. An inclusive and welcoming climate embraces differences and offers respect in the words, actions, and thoughts of all people.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

The Village provides equal opportunity to all employees and applicants for employment regardless of actual or perceived sex, race (and traits associated with race including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, age, disability, sexual orientation, gender identity or expression, pregnancy, military or veteran status, genetic information, order of protection status, marital status, family responsibilities, reproductive health decisions, or any other category protected by applicable law.

Equal employment opportunity includes, but is not limited to initial consideration for employment, job placement and assignment of responsibilities; performance evaluation; promotion and advancement; compensation and fringe benefits; training and professional development opportunities; formulation and application of human resource policies and rules; facility and service accessibility; and discipline and termination.

Any employee who believes there has been an equal employment opportunity violation should report the matter to their supervisor or the Human Resources Department. All such matters will be thoroughly investigated and corrected if a policy violation is identified. Please refer to the "Non-Discrimination and Anti-Harassment Policy" set forth herein for more detailed information concerning the Village's investigative and disciplinary procedures.

1.4 EMPLOYEE SUGGESTIONS

Employees are encouraged to bring any suggestions regarding work methods, work routines, or any other work-related matters with their supervisor, department director, Village Manager or the Human Resources Director. Employee suggestions regarding the improvement of Village services will be given thoughtful consideration as warranted.

CHAPTER 2

DEFINITIONS

As used in this Manual, the following words and phrases are defined as set forth below.

2.1 ACTING APPOINTMENT - An appointment of a Village employee to temporarily fill a position for which a permanent employee is sought or when an employee fills a position when an employee is on a leave of absence.

2.2 ANNIVERSARY DATE - An employee's first day of work for the Village will be considered an employee's anniversary date.

2.3 APPOINTED OFFICIALS - Members of boards or commissions created by Village ordinance or resolution and the Village's Administrative Adjudication Hearing Officer and Ethics Officer.

2.4 DEPARTMENT DIRECTOR - An individual who oversees the day-to-day operations of a department and reports directly to the Village Manager or the Village Manager's designee.

2.5 ELECTED OFFICIALS - The Village President, Village Trustees and the Village Clerk.

2.6 EXEMPT EMPLOYEES - Those employees are not entitled to overtime pay and are excluded from specific provisions of federal and state wage and hour laws.

2.7 GLEN ELLYN VOLUNTEER FIRE COMPANY - An independent not-for-profit corporation that provides fire and emergency services in the Village per a contractual relationship with the Village.

2.8 HUMAN RESOURCES DIRECTOR - The Director of the Human Resources Department or the Director's designee.

2.9 NON-EXEMPT EMPLOYEES - Those employees who are entitled to overtime pay and are subject to specific provisions of federal and state wage and hour laws.

2.10 PROBATIONARY EMPLOYEES - An employee's first six (6) months of employment, except as otherwise provided in a collective bargaining agreement, or whose probation has been extended. Upon successful completion of a probationary period, an employee is eligible for regular employment status.

2.11 PROMOTIONAL DATE - The date an employee is promoted to a new position with the Village.

2.12 REGULAR FULL-TIME EMPLOYEES - Employees who do not occupy a temporary, seasonal position or part-time position, have completed their probationary period and are regularly scheduled to work at least 40 hours per week. Regular full-time employees are eligible for Village benefits, subject to the terms, conditions, and limitations of each individual benefit.

2.13 REGULAR PART-TIME EMPLOYEES - Employees who do not occupy a temporary or seasonal position and have completed their probationary period and are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for certain

Village benefits in addition to those benefits required by law, subject to the terms, conditions, and limitations of each individual benefit.

2.14 RELATIVE - A person who is an employee's spouse, party to a civil union, former spouse or party to a civil union, brother, sister, parent, child, stepchild, stepparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, first cousin and any other member of the employee's household.

2.15 RESIDENT - A person whose legal residence lies within the Village's corporate limits.

2.16 SEASONAL EMPLOYEE - An employee hired by the Village to perform full-time or part-time work for a designated, predetermined period, usually not to exceed six (6) months for which the period of employment begins and ends each calendar year in approximately the same part of a year, such as summer or winter. Seasonal employees may be eligible to receive certain benefits in addition to those benefits required by law, subject to the terms, conditions, and limitations of each individual benefit.

2.17 SUPERVISOR - An individual other than a department director who is responsible to actively recommend the hiring, discipline, coaching, termination, and evaluation of employees, with authority to schedule, organize, assign, supervise, and review the work performance of a group of employees within a department.

2.18 TEMPORARY EMPLOYEES - Temporary employees are those hired by the Village on a short-term basis to meet operational needs due to an extended absence of a current employee, special projects, natural disasters or other similar occurrences. Temporary employees may be eligible for certain Village benefits in addition to those benefits required by law, subject to the terms, conditions, and limitations of each individual benefit.

2.19 VILLAGE MANAGER - The Village Manager of the Village as set forth in Section 1-7-1 of the Village Code, as amended, or the Manager's designee.

CHAPTER 3

SAFETY

SAFETY OVERVIEW

Safe working conditions and procedures are the highest priority for the Village. Accordingly, the Village will do everything within its control to ensure a safe environment and compliance with federal, state, and local safety regulations. Establishing and maintaining a safe work environment are shared responsibilities of the Village and employees at all levels. Employees are expected to perform tasks in the safest manner possible and in conformance with applicable safety rules and to exercise caution in all work activities. Safety shall be considered as part of supervisor and employee performance evaluations.

Employees must immediately report any unsafe conditions to their supervisor. Supervisors and all Village employees are expected to correct unsafe conditions as promptly as possible. The Village will not take adverse action against an employee who provides a safety recommendation or refuses to operate any equipment or work in an area they reasonably feel is unsafe.

3.1 SUPERVISOR RESPONSIBILITIES

Each supervisor is responsible for the safety of the employees under their supervision and the safe performance of machines and equipment. Supervisors have the following specific responsibilities regarding safety:

- 3.1.1** Ensure that all safety policies and procedures in this Manual and provided elsewhere are implemented and followed.
- 3.1.2** Take the initiative to recommend corrective actions or procedures.
- 3.1.3** Educate employees regarding safety policies and procedures.
- 3.1.4** Determine enforcement of policies and procedures by being impartial in taking disciplinary action against employees who fail to perform their duties in a safe manner and are prompt to give recognition to those who regularly follow safe work practices.
- 3.1.5** Ensure each employee is fully trained for the job they are assigned to perform, that they are familiar with applicable work rules, and they certify in writing that they understand compliance with safety policies and procedures is mandatory.
- 3.1.6** Shut down any work or operations that are an imminent danger to employees and remove employees from hazardous work or operations when such employees do not wear or use required protective clothing or equipment.

3.2 EMPLOYEE RESPONSIBILITIES

All employees are required to exercise due care in the course of their work to prevent injuries to themselves, other employees and the public and to protect Village equipment. Failure to comply with the Village's safety policies and procedures, including those contained in

this Manual, and applicable department rules may result in employee discipline.

3.3 SAFETY WORK RULES

Employees are required to comply with the following:

- 3.3.1** Conduct a thorough inspection of tools and equipment, including motorized vehicles, prior to use and report any defects to their supervisor and other potential users.
- 3.3.2** Not use unsafe tools or equipment.
- 3.3.3** Operate machines and equipment only if they have received proper training to operate an applicable machine and received authorization for its operation.
- 3.3.4** Report to work in appropriate clothing suitable for the type of work to be performed.
- 3.3.5** Wear personal protective equipment as required for the work to be performed pursuant to applicable safety manuals.
- 3.3.6** Refrain from horseplay and practical joking on the job.
- 3.3.7** Work at speeds consistent with safety.
- 3.3.8** Obey all warning tags, written instructions, and signs.
- 3.3.9** Refrain from removing safety guards, appliances, or devices from machinery or equipment except for the sole purpose of performing repairs or maintenance. All such devices must then be replaced and/or made effective before operation is resumed.
- 3.3.10** Turn off and lock out all sources of power before repairs, adjustments, or cleaning of equipment or machinery is conducted.
- 3.3.11** Keep work areas clean and free from debris, tools, and/or materials not necessary for the job.
- 3.3.12** Keep general areas, aisles, and exits clear of tools, equipment, and materials. Position equipment and materials in a manner that decreases the possibility of rolling, falling, or spilling.
- 3.3.13** Use proper techniques for lifting and carrying materials.
- 3.3.14** Obey all smoking regulations and refrain from smoking where flammable materials are stored or are in use.
- 3.3.15** Operate machinery and equipment in an approved, safe manner so as not to endanger people or property.
- 3.3.16** Apply SAFETY above EXPEDIENCY at all times.

3.3.17 Do not consume alcoholic beverages, cannabis, or illegal drugs while on duty and do not report to work after having consumed alcohol, cannabis, or illegal drugs.

3.3.18 Comply with all department safety rules, procedures, and supervisor instructions.

3.4 REPORTING AN INJURY OR FATALITY

Employees must report all injuries immediately to their supervisor. Supervisors must then immediately contact the Village's third party injury reporting service, **MEDCOR** (1-800-775-5866) for treatment of the injury, or any subsequent Village third party injury reporting service. MEDCOR will complete **Illinois Form 45: Employer's First Report of Injury** on the Village's behalf. If an injury is serious or life threatening, immediately call 911. A department director or designee must also contact the Human Resources Director for a claim to be filed and follow up with a Supervisor's Investigation Report. All such forms and MEDCOR contact information are on the employee intranet.

The Illinois Department of Labor require that any work-related fatalities must be reported to the Illinois Department of Labor within eight (8) hours of a report of an employee's death. Work-related inpatient hospitalizations of one or more employees, amputations, or eye loss incidents must also be reported within twenty-four (24) hours to the Illinois Department of Labor. For such occurrences, supervisors must notify the department director and the Human Resources Director immediately. The Human Resources Director will then contact MEDCOR to ensure OSHA/IDOL have been contacted through their 24-hour phone hotline at 1-800-321-OSHA (6742) or electronically at www.osha.gov.

3.5 WORKERS' COMPENSATION

3.5.1 A Village employee who is injured in the performance of their duties is entitled to seek benefits under the Illinois Workers' Compensation Act. Employees are expected to report any injury, no matter how minor. As set forth above, an injured employee is required to timely report any on-the-job injury to their immediate supervisor to file a workers' compensation application through the Human Resources Director for workers' compensation benefits. In addition, an employee may be eligible for a disability pension.

3.5.2 The Village will provide workers' compensation benefits to non-sworn employees during a workers' compensation leave in accordance with applicable law. If an injury or illness is defined as a serious health condition under the Family Leave and Medical Act ("FMLA"), and an employee is eligible for FMLA leave, workers' compensation leave and FMLA leave will run concurrently.

3.5.3 The Public Employee Disability Act ("PEDA") affords sworn police personnel their full salary for up to one year as opposed to receiving two-thirds of their salary under the Workers' Compensation Act (i.e., 66 2/3%) or the Illinois Pension Code (i.e., 65%). PEDA benefits are paid from regular payroll in the same manner as if the employee was on active service. PEDA and workers' compensation benefits are similar in two respects: (1) beneficiaries are not required to expend any accrued annual leave, sick time, or overtime prior to receiving compensation for their injuries; and (2) benefits are not subject to state or federal income taxes.

3.6 MEDICAL TREATMENT FOR WORK RELATED INJURIES

- 3.6.1** A work-related injury is one that arises out of or in the course of employment. A minor injury, such as a small cut, scratch, or bruise, should be treated at the office or in the field by an employee qualified to administer first aid, and the injury should be reported to a supervisor and documented in writing. An employee will be eligible for medical treatment for an injury at a later date as necessary. A hospital emergency room should not be used for a superficial injury and an employee shall not be transported by ambulance for such an injury.
- 3.6.2** In some cases, injuries occurring at a work site may not be considered to arise "out of and in the course of employment." The Village does not determine the validity of a workers' compensation claim. All information is transmitted to the Village's insurance provider for review and investigation. No medical bills will be paid until an incident has been investigated.
- 3.6.3** Emergency medical treatment is for serious injuries requiring such treatment, including but not limited to, injuries that result in profuse bleeding, broken bones, unconsciousness, or other similar type injury. An injured employee shall be transported to a hospital facility equipped to handle the injury nearest to an incident scene. For all serious injuries or emergencies, any employee on the scene shall call 911 and administer first aid if the employee is qualified.
- 3.6.4** Injuries not requiring emergency care, but requiring a physician's care, shall initially be treated by MEDCOR Occupational Health medical staff (1-800 -775-5866) or another doctor as specified by the Village or as requested by an employee. A supervisor shall ensure that appropriate care is provided upon receiving notice that an employee has been injured. The injured employee should then be taken to one of the Village's occupational health facilities.
- 3.6.5** Employees exhibiting injuries that appear to be superficial, but extremely painful or showing unusual symptoms, should be taken to the nearest Village's occupational health facilities or sent to Central DuPage Hospital or a doctor as specified by the Village or as requested by the employee. If subsequent treatment is required and the employee prefers to be treated by their own family doctor or a preferred specialist, the employee must notify the treating physician, and the Village's insurance carrier.

3.7 DOCTOR AND PRESCRIPTION BILLS

After treatment for an on-the-job injury, bills for medical treatment shall be sent to the Human Resources Director for payment coordination with the Village's insurance carrier. In the event an employee receives a bill, they are responsible for forwarding it to the Human Resources Director for processing immediately upon receipt. Employees are responsible for providing the Village and its insurance carrier their treating physician's contact information for billing purposes.

3.8 FALSE ON-THE-JOB CLAIMS

An employee injured while off duty who falsely claims an on-the-job injury, or an individual who files or assists in filing a false claim, may be subject to criminal prosecution as provided

by law as well as disciplinary action up to and including termination.

3.9 TEMPORARY LIGHT DUTY ASSIGNMENTS

To assist an injured/ill employee's return to work, the Village offers employees reasonable accommodations, including temporary light duty assignments when available. The nature of an employee's injury, the employee's medical restrictions, the employee's skills and abilities, and the needs of the department will determine whether an employee is eligible for light duty.

- 3.9.1** All light duty assignments must be supported by medical documentation demonstrating the medical need for light duty and clearly specifying an employee's restrictions. The information will be reviewed by the department director and Human Resources Director who will determine whether light duty can be provided, and if so, for how long.
- 3.9.2** An employee who refuses a light duty assignment that is compatible with an employee's restrictions may not be eligible for workers' compensation benefits.
- 3.9.3** Employees will be removed from light duty assignments if appropriate work is no longer available or if the employee cannot satisfactorily perform the assigned work.
- 3.9.4** An employee on light duty may not work another job. Any exceptions must be approved by their department director and the Human Resources Director
- 3.9.5** An employee on light duty must provide a doctor's release that unconditionally releases the employee to return to full duty.
- 3.9.6** Scheduled performance reviews, wage adjustments, and job advancements will generally be delayed during a light duty assignment. Employees on light duty are generally not eligible for overtime. Employees are not permitted under any circumstances to perform work that violates their work restrictions. In accordance with a doctor's instructions, a light duty assignment may be modified.
- 3.9.7** When an employee exhausts their light-duty assignment, they may be placed on applicable leave. A violation of a light duty assignment will result in discipline, up to and including termination.
- 3.9.8** A temporary light duty assignment is not intended to be a permanent duty assignment.
- 3.9.9** An employee may be assigned light duty in the same department or another department.
- 3.9.10** A temporary light duty assignment for an employee recovering from a non-work related injury or illness shall not generally exceed 60 calendar days.
- 3.9.11** A temporary light duty assignment for an employee recovering from a work-related injury or illness shall not generally exceed 180 calendar days unless approved by the Village Manager.

3.9.12 Any provision of law that conflicts with this policy shall govern.

3.10 UNIFORMS AND EQUIPMENT

The Village will provide uniforms, clothing, and personal protective equipment (“PPE”) as appropriate to certain full-time and part-time Community Development Department, Police Department, Public Works Department, Village Links/ Reserve 22, and GWA employees. Employees may only wear uniforms while on duty. Safety equipment shall be worn and/or used as directed and in accordance with individual department operating procedures.

3.11 DRIVER’S LICENSE REQUIREMENT

Any Village employee, GWA employee, or volunteer service member with the Glen Ellyn Volunteer Fire Company (“GEVFC”), whose work duties include the operation of a Village vehicle, are required to annually submit to a Department of Motor Vehicles driving record check as a condition of employment and volunteer service, and must complete a Driver’s License Check Release form. Such check shall be conducted by the Human Resources Department. A suspended or revoked license, or other moving violation that is inconsistent with the requirements of an employee’s job duties, safety standards, or other operational considerations of the GEVFC, may be grounds for restricting use of a Village vehicle.

Village employees, GWA employees, and members of the GEVFC may be prohibited from driving a Village vehicle based on the employee’s or member’s driver’s record as determined by the Village. The Village shall consider the nature of the violation, responsibilities and duties of the employee or member, and other operational considerations. If an employee or member is prohibited from driving a Village vehicle, the employee or member may be transferred to an alternative position and corresponding wage rate that does not involve driving. If no appropriate position exists, the employee or member may be subject to layoff or removal. The Village reserves the right to impose disciplinary action or discharge an employee who is prohibited from driving a Village vehicle.

GEVFC members whose work or duties require operating a Village vehicle must immediately notify their supervisor if their license is expired, suspended, revoked, or lost. If an employee or member of the GEVFC fail to provide such notification, they are subject to disciplinary action, including suspension, demotion, discharge from the GEVFC, or termination of Village employment.

3.12 DRIVER OPERATIONS AND USE OF VILLAGE VEHICLES

The purpose of this policy is to ensure the safety of individuals who drive Village vehicles and to provide guidance on the proper use of Village vehicles. Vehicle accidents are costly to the Village, but, more importantly, they may result in injury to an employee and member of the public. Additionally, the way Village vehicles and equipment are operated reflect publicly on the Village.

3.12.1 It is a driver’s responsibility to operate a Village vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the Village adopts all applicable state motor vehicle regulations regarding driver responsibility. The Village expects each driver to drive in a safe and courteous manner pursuant to the provisions of this Manual and any violation may result in disciplinary action

up to and including termination.

- 3.12.2** Employees who operate a Village vehicle shall restrict use of the vehicle to official Village business. Unauthorized or private use of Village-owned vehicles is prohibited, unless previously authorized by the department director and the Village Manager or their designees. No employee shall be permitted to use a Village vehicle in connection with any secondary employment.
- 3.12.3** The use of Village vehicles for business purposes by any Village employee is restricted to the Chicago metropolitan area. Any employee requesting to use a Village vehicle for business purposes outside the Chicago metropolitan area must obtain prior permission from their department director or from the Village Manager for travel.
- 3.12.4** Employees shall obey all state, federal, and local laws while operating Village vehicles and any time personal vehicles are used on official Village business.
- 3.12.5** Employees shall ensure that all proper documentation (e.g. proof of insurance and vehicle registration) is available in the event they are requested to produce said documents to a law enforcement officer. This applies to rented or leased vehicles as well.
- 3.12.6** Employees shall inspect the vehicle which they intend to drive in accordance with established department work rules.
- 3.12.7** If there is evidence of damage to a vehicle due to an accident, the employee shall report it to their supervisor. An employee may be disciplined for unreported damage.
- 3.12.8** Any defects which will affect safe operation of a vehicle shall promptly be reported to an employee's supervisor. No employee shall operate a Village-owned vehicle in an unsafe condition. Any vehicle damage which is beyond normal wear and tear must be documented and promptly reported to the employee's supervisor.
- 3.12.9** Several positions require employees to have and maintain a valid driver's license as a condition of their employment with the Village. In the case of commercially rated vehicles, the proper commercial driver's license for the vehicle's weight and class must be valid and in possession of the driver. If such an employee's driver's license is suspended, revoked, or lost, they are required to notify the Village immediately.
- 3.12.10** Employees must always wear seat belts while driving or as a passenger.
- 3.12.11** Tobacco use is strictly prohibited in all Village vehicles and equipment.
- 3.12.12** Employees must report to their supervisor any moving or parking violations received while driving on Village business and/or in Village vehicles. Each employee is personally responsible for all traffic citations and parking tickets received.
- 3.12.13** Accident Reporting Procedures:

a) Employees shall report to their supervisor in writing all vehicle defects noted during a trip.

b) Employees shall call the Glen Ellyn Police Department or the responsible local law enforcement jurisdiction to complete a motor vehicle accident report for accidents involving a moving violation or damage to any privately owned property. Employees are expected to fully cooperate with law enforcement authorities.

c) Employees shall report the details of a vehicle collision that occurs while they are driving or in possession of a Village vehicle to their immediate supervisor as soon as possible.

For leased or rental vehicles, employees shall also notify the applicable rental agency immediately of any vehicle collision.

3.12.14 Removal or modification of any equipment from a vehicle without written permission of both a department director and the Equipment Services Superintendent is prohibited.

3.12.15 When cargo, materials, or tools are being transported, the employee driving the vehicle is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the vehicle or trailer.

3.12.16 No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating while using a Village vehicle.

3.12.17 Illinois law prohibits the use of hand-held cell phones, texting, or using other electronic communications, while driving. Hands-free devices or Bluetooth technology are permissible for use under law. Hands-free technology can be a distraction while driving, and roadway safety should always take precedence over conducting Village business via any electronic device.

3.12.18 Non-Village employees are prohibited from being passengers in Village vehicles unless the presence of a passenger is specifically required by job function, duties, or circumstances that were beyond the driver's control, or as otherwise approved by the department director and/or the Village Manager.

3.13 TAKE-HOME VEHICLE POLICY

3.13.1 The decision regarding assignment of Village vehicles to employees for commuting purposes is at the discretion of a department director, subject to the Village Manager's approval. Use of a Village vehicle for other than travel to and from work is prohibited unless approved by the Village Manager.

3.13.2 The following managerial positions are permitted to take-home Village vehicles for Village business, including transportation to and from work:

Position	Department
Director of Public Works	Public Works
Chief of Police	Police
Deputy Police Chief	Police
Executive Director	Glenbard Wastewater Authority
Superintendent of Golf Course Grounds	Village Links/Reserve 22

- 3.13.3** Take-home vehicles for employees are subject to any taxation as may be required under the Internal Revenue Code.
- 3.13.4** Village vehicles taken home overnight shall be locked and secured in an employee's driveway or other designated parking space which is in close proximity to the employee's residence.
- 3.13.5** With department director approval, there may be occasions where an employee may take a Village vehicle home prior to leaving for an out-of-town trip or attending a late evening or early morning meeting, which would require a return to the workplace after normal duty hours. The employee may use the Village vehicle only for travel necessary for official Village business.

3.14 PERSONALLY OWNED VEHICLES

- 3.14.1** Employees must ensure that their personally owned vehicle is safe to operate (e.g. inspect the tires, headlights, taillights, brakes, etc.) when used for Village business.
- 3.14.2** Accidents in personal vehicles while on Village business shall be reported in the same manner as set forth above. An employee's personal automobile liability insurance policy is primary to any Village liability coverage. Employees who use personally owned vehicles for Village business should confirm with their insurance carrier that their personal automobile insurance policy provides coverage for this use. For the Village's policy to cover excess liability, an accident must be determined to have occurred during the course and scope of the employee's work duties.
- 3.14.3** Those employees who occasionally use their personal vehicle for official Village business may be reimbursed for mileage pursuant to the Village's policy as set forth in the Village's Travel Reimbursement Policy contained herein, and in accordance with IRS guidelines. Employees are responsible for submitting the appropriate forms and mileage documentation to their department director for prior approval.
- 3.14.4** If an employee is in an accident while using a personal vehicle for Village business, it must be reported to the Human Resources Director for workers' compensation investigation purposes.

3.15 VILLAGE OWNED VEHICLE IDLING POLICY

Village employees shall comply with the vehicle idling policy set forth below. Controlling unnecessary idling reduces engine wear, saves fuel, and improves air quality.

3.15.1 When using a Village-owned vehicle, the engine shall not be left to idle for more than ten (10) minutes in any sixty (60) minute period when parked in a parking space, at a job site off the road, or on a side street where parking is permitted, except when idling is necessary under the following conditions:

a) While stopped for: (i) an official traffic control device; (ii) traffic conditions over which a driver has no control, including, but not limited to: stopped in line of traffic, stopped at a railroad crossing or stopped at a construction zone; or (iii) at law enforcement direction or other applicable direction.

b) For testing, maintenance, repair, or diagnostic purposes.

c) When an emergency service vehicle is in service during an emergency, such as public works vehicles, fire apparatus, police vehicles, or ambulances that are being used in an official or emergency capacity.

d) To operate auxiliary equipment that is required to accomplish the intended use of a vehicle.

e) To determine that a vehicle and/or off-road piece of equipment is in safe operating condition and is equipped as required by law and Village safety rules.

f) When a vehicle is not expected to restart due to mechanical or electrical problems.

g) To use or get ready to use defrosters, heaters, air conditioners, or other equipment if a safety or health emergency occurs.

h) To cool down a turbo-charged heavy-duty vehicle in accordance with the manufacturer's recommendation.

i) To provide heat within the cab of the vehicle if the outside temperature is less than 40° F and there is no accessible temperature-controlled area within a reasonable distance.

j) To provide cooling within the cab of the vehicle if the outside temperature is more than 80° F and there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.

3.17 OTHER ACCIDENTS

If an employee has an accident or is a witness to an accident during work hours where property damage or a personal injury has occurred, the employee shall:

3.17.1 Secure names and addresses of all parties involved and any witnesses to the accident.

3.17.2 Immediately report the accident to their supervisor, no matter how small the accident.

3.17.3 Refrain from arguing with anyone over who was at fault for an accident. Never make admissions, state assumptions, or make statements regarding who or what may have been responsible for an accident.

3.18 EMERGENCY CONTACT INFORMATION

At the time an employee is hired, an employee will be required to provide the Village with emergency contact information. This information will become part of an employee's permanent personnel file. The Village maintains this information to help notify appropriate person(s) in case of an emergency. Employees shall provide any updated emergency contact information as soon as possible to their department director and the Human Resources Department.

CHAPTER 4

EMPLOYMENT PRACTICES

4.1 EMPLOYMENT AND PROMOTION OF RELATIVES

The Village is strongly committed to equal opportunity for all employees and job applicants, and desires to be an employer of choice that is committed to hiring and promoting individuals on a merit basis.

4.1.1 In order to avoid any conflict of interest, relatives of elected or appointed Village officials or Village employees are prohibited from seeking employment with the Village. In cases where operational needs exist, applicants and current employees may be exempt from this prohibition subject to the Village Manager's approval. Such employees may be related to other employees, but not elected or appointed Village officials. Subject to the approval of the Village Manager, if a legitimate operational need exists, temporary/seasonal part-time employees may be a relative of a Village employee, but not a relative of an elected or appointed Village official.

4.1.2 Promotion Restrictions - The Village will not consider an application for promotion if it would result in any of the following:

- a) A direct supervisory relationship between an employee and their relative. This provision may be waived by the Village Manager, with the recommendation of the department director, if it is determined that it serves the best interests of the Village; or
- b) The employment of a relative would create an actual conflict of interest or the appearance of a conflict of interest based on the nature and responsibilities of the position.

4.2 HIRING AND RETENTION PROCEDURES

The Village is committed to recruiting, selecting, and retaining qualified employees through fair, objective, and transparent processes that support operational effectiveness, fiscal responsibility, and equal employment opportunity. As part of this commitment, it is the policy of the Village to select the candidate it deems most qualified for a position. Employment decisions are based on business necessity and job-related qualifications, including education, experience, knowledge, skills, and the ability to perform the essential job functions.

4.2.1 Recruitment and Selection - All recruitment and hiring activities shall be coordinated through the Human Resources Department. Approval from the Village Manager is required prior to a job being posted. Vacant positions are generally posted both internally and externally.

4.2.2 Post Offer Exams, Tests, and Checks

- a) All applicants are required to undergo a background check after a job offer is made. Failure to pass a background check will result in the job offer being withdrawn.

- b) All applicants for employment are required to undergo a physical examination. The exam shall be performed by a Village-designated physician at the Village's expense. If the exam indicates that the applicant cannot perform the essential functions of the job, the job offer may be withdrawn.
- c) All applicants for a full-time, part-time, permanent, and/or temporary position which requires, or may require, the operation of a Village vehicle or heavy equipment, or requires a commercial driver's license ("CDL") or is an applicant for a sworn office with the Police Department are subject to a drug test. Failure to pass a drug test will result in the job offer being withdrawn.

4.3 PROBATIONARY PERIOD

- 4.3.1** A probationary period is a six-month period as defined herein during which all new employees are given an opportunity to demonstrate their ability to fulfill the requirements of a position. The employee's department director shall determine if the employee has successfully completed the probationary period through a written recommendation to the Village Manager.
- 4.3.2** After satisfactory completion of a probationary period, an employee may be eligible for a base pay adjustment based on the department director's recommendation and the Village Manager's approval. If an employee's probationary period is extended beyond six (6) months, the employee will be eligible for the above-described six (6) month base pay adjustment after the employee has satisfactorily completed the extended probationary period. If an employee satisfactorily completes the extended probationary period, a base pay adjustment may, at the sole discretion of the Village Manager, be retroactive to the end of the original probationary period, based on performance.

Examples based on hire date:

- Employee A was hired on February 1st and successfully completed their probationary period on August 1st. Based on performance, Employee A is eligible for a base pay adjustment generally up to 3% on August 1st and a merit raise on January 1st.
- Employee B was hired on June 1st and successfully completed their probationary period on December 1st. Employee B is eligible for a base pay adjustment generally up to 3% on December 1st. Employee B is also eligible for a merit raise on January 1st. However, the merit raise amount should take into consideration the raise Employee B recently received on December 1st.
- Employee C was hired on September 30th and successfully completed their probationary period on March 31st of the following year. Employee C is eligible for a base pay adjustment generally up to 3%. Employee C is also eligible for a merit raise on January 1st, effective on March 31st.
- Employee D was hired on October 1st and successfully completed their probationary period on April 1st of the following year. Employee D is eligible for a base pay adjustment generally up to 3% on April 1st. Employee D is not

eligible for a merit raise on January 1st while still within their probationary period. Employee D will be eligible for a merit raise on January 1st of the first year following successful completion of the probationary period.

- 4.3.3** When an employee receives a promotion, the employee is a probationary promotional employee. The probationary period for a promoted employee shall begin on the employee's first day of work in the promoted position. The promoted employee must successfully complete a six (6) month probationary period demonstrating their ability to fulfill the requirements of the new position. Promotional probationary employees will continue to accrue vacation and sick leave during their probationary period and may take such leave.

4.4 RECLASSIFICATION

Positions may be reclassified to a higher or lower position when the knowledge, skills, abilities, and job responsibilities necessary to perform the job have changed enough to warrant such a reclassification. Positions may be reclassified contingent upon the recommendation of the department director and the Village Manager's approval.

4.5 PERFORMANCE DEVELOPMENT SYSTEM (PDS)

The Village is committed to providing employees with ongoing formal and informal feedback regarding their job performance. This generally includes verbal and/or written feedback throughout a given year, as well as a formal documented performance review as follows:

- 4.5.1** Upon successful completion of a probationary period for new and promoted employees.
- 4.5.2** Upon the completion of the annual PDS review cycle of October 1 through September 30 each year. All reviews encompassing this review cycle must be given to an employee prior to November 15.
- 4.5.3** At such other times as deemed appropriate by an employee's department director. If an employee is on leave and has not been on the job for more than six (6) months of an evaluation period prior to their annual performance evaluation, an evaluation may be rescheduled for six (6) months to allow the supervisor adequate time to observe and evaluate an employee's performance.
- 4.5.4** If an employee is dissatisfied with their review, the employee may request a higher-level review from their department director. The Village Manager will conduct the higher-level review. Note: This does not apply to department directors or police officers below the rank of sergeant, or public works employees below a superintendent.
- 4.5.5** A key component of the review process is to provide a thoughtful, constructive, and candid evaluation of an employee's job performance and an employee's workforce development. Criteria that will typically be evaluated as part of this process include but are not limited to; quality and quantity of work performed; conduct and behavior; dependability; ability to work with others;

initiative, resourcefulness and creativity; and potential for future growth. An employee's performance review will also generally include a review of their strengths; identify any areas for improvement; and goals and objectives to be achieved. Performance evaluations are intended to provide an opportunity for open discussion between supervisors and employees and employees are thus encouraged to actively participate in the evaluation process.

4.5.6 All written performance documentation, including the performance review and the employee's comments, will be placed in an employee's personnel file.

4.5.7 Information derived from a performance review may be used to determine required employee training, salary adjustments, merit pay increases, position reclassification, demotion, transfer, promotion, or continued employment.

4.6 RETIRED EMPLOYEES' REEMPLOYMENT BENEFITS POLICY

An employee who retires from the Village and receives a pension and is subsequently rehired by the Village is not entitled to transfer any accrual balances from the position from which they retired to their new part-time/full-time position within the Village. When rehired by the Village, the employee is entitled to the same benefits as all new part-time and full-time employees.

4.7 OUTSIDE EMPLOYMENT

Village employees may not engage in outside employment without first providing written notification and receiving written approval from their department director and the Village Manager. The Village will generally permit employees to engage in outside employment or work if in the opinion of their department director and the Village Manager, the outside employment does not interfere with an employee's job performance, attendance, prevent overtime work, involve the use of the Village's equipment, tools or other resources, or otherwise conflict with the best interests of the Village.

If it is determined that outside employment interferes with an employee's performance or creates an actual or apparent conflict of interest, the employee shall be required to terminate the outside employment. By January 1st of each year, an employee shall complete the Village's Outside Employment Disclosure Form to continue with any outside employment. This annual process does not preclude an employee's obligation to self-report in writing to their department head any changes in their outside employment status.

4.8 TERMINATION AND RESIGNATION

At any time, an employee may resign from the Village or the Village may end an employee's employment relationship with the Village.

4.8.1 Termination – Termination is the Village's separation of an employee involuntarily from their current position. A terminated employee shall be disqualified from future Village employment unless the Village Manager specifically authorizes re-employment.

4.8.2 Resignation - Resignation is an employee's voluntary separation from their current position. Employees shall provide at least two (2) weeks' written notice of their

resignation to their supervisor. Such notice will allow the Village sufficient time to transition an employee's work, calculate any accrued overtime and any other monies to which the employee may be entitled and to include such monies in a final paycheck, and schedule and conduct an exit interview.

- 4.8.3 Exit Interviews** – Exit interviews are normally scheduled for outgoing employees after the receipt by the Village of a notice of resignation. The purposes of the interview are to review eligibility for benefit continuation and conversion, to ensure all necessary forms are completed, and to provide employees with an opportunity to discuss their experience with the Village. At the exit interview or prior thereto, the Village shall collect all Village property in an employee's possession, including identification cards, keys, tools, phones, laptops, vehicles, equipment, uniforms, records, documents and other related materials or equipment. Such property must be promptly returned to the department director or Human Resources Director upon separation. Failure to return property may result in the withholding of a final paycheck as set forth below.
- 4.8.4** Employees who resign their employment with the Village are welcome to reapply for employment with the Village in the future. If rehired, such employees will not be credited with any prior service.

CHAPTER 5

POSITION CLASSIFICATION AND COMPENSATION

5.1 POSITION CLASSIFICATION AND COMPENSATION PLAN

The Village Board approves annually a position classification and compensation plan for Village employees as part of the budget process.

5.2 DEDUCTIONS

Upon being hired by the Village, an employee must submit the following information: social security number, documentation proving United States citizenship or legal alien status, and any necessary information for an applicable pension. An employee must also execute required forms for state and federal tax deductions, including for federal Social Security and Medicare.

Optional deductions may include health insurance, life insurance, 457(b) deferred compensation, credit union savings, and others as applicable. Due to recordkeeping requirements for such deductions, any changes in an employee's marital status or home address must be reported to the Human Resources Department and the Finance Department.

5.2.1 Improper Deductions - It is the policy of the Village not to make any improper pay deductions in violation of the Fair Labor Standards Act or its regulations, or applicable state law. Employees who believe their pay has been subject to an improper deduction should report it immediately to their supervisor. The report will be promptly investigated, and the results of the investigation will be reported to the employee. If the employee is unsatisfied with the findings of the investigation, the employee may appeal the decision to the Village Manager. Any employee whose pay is improperly deducted shall be reimbursed for such improper deduction no later than the next pay period after the improper deduction has been reported and confirmed by the Village.

5.4 WAGE GARNISHMENTS

A court order requiring the Village to deduct an amount directly from an employee's pay or an Internal Revenue Service levy to garnish an employee's wages must be immediately forwarded to the Finance Department for processing.

5.5 PAYMENT OF WAGES

The Village workweek is from 12:00 a.m. Friday to 11:59 p.m. Thursday for payroll purposes. Employees are paid every other Friday for all work, including overtime, performed the prior two workweeks. Paychecks will be distributed by supervisors to employees, mailed to their home address, or sent via direct deposit to an employee's bank account. If a regularly scheduled payday falls on a holiday, employees will typically receive their pay on the last day of work before the regularly scheduled payday. Employees are encouraged to elect direct deposit so there is no delay in the receipt of pay and there is no issue with lost or stolen checks.

5.5.1 Advances - No advances on future wages will be made under any circumstances. All employees are paid only after work has been completed,

5.5.2 Error in Pay - The Village takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor so that corrections can be made as quickly as possible. Once legitimate underpayments are identified, they will be corrected in the next regular paycheck. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee where there is a substantial amount owed. In that case, the Village will attempt to arrange a schedule of repayments with the employee to minimize inconvenience.

5.5.3 Lost Paychecks – If a paycheck is lost, the employee must notify the Finance Department in writing as soon as possible before a replacement check can be issued. If the lost paycheck is recovered, and the Village identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Village within 24 hours of the time it is demanded.

5.6 CHANGES IN PAY

5.6.1 Base Pay Increases Base pay increases within an established range are not automatic, but are dependent upon job performance and the recommendation of the department director and final approval of the Human Resources Director, and the Village Manager or their designee. An employee's base pay increases will usually be effective the first pay period in January or January 1 of each year.

5.6.2 Merit Pay Plan

- a) Employees may be eligible for additional merit-based increases in pay in cases of exceptional performance. Such merit-based increases are provided with the recommendation of the department director and Village Manager approval.
- b) As part of the Village's annual performance review process, departments may be allotted an annual funded pool of compensation dollars that department directors may distribute in addition to base salary increases to eligible employees based on exceptional performance and merit. Department directors will provide pay adjustment recommendations which are subject to the Village Manager's approval.
- c) Employees who are at the maximum of their pay range are eligible to receive a lump sum merit bonus based upon job performance.

5.7 PROMOTION

Employees who are promoted to a new position may receive a discretionary increase in pay over their previous rate upon starting the new position. The promoted employee will serve a six (6) month probationary period. The promoted employee will be eligible for consideration for an additional pay increase upon successful completion of the probationary period.

5.8 DEMOTION

Employees who are demoted may receive a reduction in salary upon starting the new position based upon the recommendation of their department director and final approval of the Human Resources Director and the Village Manager.

5.9 TEMPORARY RESPONSIBILITY PAY/SPECIAL ASSIGNMENT STIPEND

To recognize and fairly compensate employees who temporarily assume significant duties beyond their regular position, the Village may authorize temporary responsibility pay or a special assignment stipend as follows:

- 5.9.1** Any regular full-time or part-time employee who performs most of the duties of a higher-grade position for at least twenty-one (21) consecutive workdays may be eligible for additional compensation during the assignment period;
- 5.9.2** Temporary responsibility pay will typically be established as a flat percentage increase of the employee's current base salary, ranging from five percent (5%) to ten percent (10%), as determined by the department director and approval of the Human Resources Director and the Village Manager;
- 5.9.3** The temporary pay shall not exceed the salary of the incumbent or pay range maximum of the higher-grade position being temporarily filled; and
- 5.9.4** If the higher-level position is vacant, compensation shall be based on the pay range assigned to that position.

5.10 TEMPORARY ASSIGNMENT DURATION AND PAY

Each temporary assignment must have a defined start and end date which shall be approved prior to the temporary assignment. Extensions beyond the original end date require approval of the Village Manager. Temporary responsibility pay will revert to the employee's regular base rate at the conclusion of the assignment. All temporary responsibility pay or special assignments require:

- 5.10.1** A written recommendation from the department director outlining the scope and duration of the assignment;
- 5.10.2** Review by the Human Resources Director to ensure consistency with Village policy and compensation requirements; and
- 5.10.3** Final approval by the Village Manager prior to any pay adjustment.

5.10 FINAL PAYCHECK

Upon separating from employment, the employee's final check will be available on the next regularly scheduled payday. The Village shall follow the same procedures for direct deposits for the final paycheck unless the employee indicates a preference to receive the paycheck in person. If for reasons of serious illness or absence from the State an employee cannot receive the paycheck in person, the Human Resources Director shall be

given a mailing address and the final paycheck will be given to the employee once the conditions below have been satisfied.

Final payroll checks will include compensation for all hours worked during the last pay period; accrued and unused annual/vacation leave; unused compensatory time for non-exempt employees and other time as applicable.

The Village reserves the right to withhold from a final payroll check any outstanding expenses and deductions, such as deductions for holiday time or annual/vacation taken but not yet earned, and lost or damaged Village equipment, subject to applicable law.

A final paycheck shall not be given to an employee until:

5.10.1 All Village property has been returned or paid for if lost or damaged. Failure to return Village property will result in the final paycheck being reduced by the amount of outstanding property. For sworn personnel, all uniforms and equipment owned by the Village must be returned before the final paycheck is issued.

5.10.2 All deductions for amounts owed by the employee to the Village have been computed and deducted from the final paycheck.

CHAPTER 6

HOURS OF WORK AND OVERTIME

6.1 EMPLOYEE WORKDAY

The scheduled hours of work for employees may vary based upon operational demands. To the extent practical, scheduled hours of work shall be uniform for employees assigned to the same unit and performing essentially the same duties. Any variations in scheduled hours of work between employees assigned to the same unit must be approved in advance by the department director. The Village retains the right to schedule an employee's workday or work period based on operational demands.

It is the responsibility of the employee to be at their workstation or worksite and be fully prepared to begin work at the scheduled start time. Employees are not permitted to vary from their scheduled work hours without the permission of their department director.

6.1.1 HOURS OF WORK/BREAKS - The normal workweek for regular full-time employees shall typically consist of five (5) days, Monday through Friday. The full-time workday shall generally consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period for a total of 8.5 hours a day.

6.1.2. All employees scheduled to work seven and a half (7.5) hours or more in any one workday will be provided with a thirty (30) minute meal period, depending on their department's work schedule. Meal periods should be taken by the fifth hour of work, generally between 11:30 a.m. and 2:00 p.m. Non-exempt employees who work at least an eight (8) hour workday receive up to two 15-minute rest periods during their normal workday, as scheduled by the department director. Rest periods are considered hours worked and are paid. If approved by the department director, rest periods may be used to extend meal periods, but may not be used to leave early or arrive late.

6.1.3 On occasion, breaks may be interrupted or precluded at the discretion of the employee's supervisor. A meal or work break which is interrupted or precluded shall be resumed or provided later in the same workday.

6.2 TIME REPORTING

A work hour is any hour of the day that is worked and should be recorded according to the time reporting practice in each department, but at a minimum every quarter hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. For payroll purposes, the workweek covers seven consecutive days, beginning on Friday and ending on Thursday. The usual workweek period is 40 hours. Employees will submit their time record weekly as directed by their supervisor. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules must be appropriately recorded.

Falsification of a timesheet or failure to accurately and/or timely complete the record will subject an employee to discipline up to and including termination.

6.3 OVERTIME PROVISIONS

- 6.3.1** The Village has the right to schedule, assign, or cancel overtime work. The Village recognizes that employees may have personal obligations from time to time that prevent them from accepting overtime assignments. However, consistent or improper refusal of overtime assignments will be grounds for disciplinary action.
- 6.3.2 Unauthorized Work/Overtime** - Non-exempt employees may not work overtime, including accessing job-related e-mails or conducting other business outside of work hours, without prior supervisor approval. It is the responsibility of supervisors and department directors to ensure that employees are not working unauthorized overtime. Employees may arrive at their workstation or worksite before their shift begins or remain after their shift ends, but they may not perform any Village work during such times.
- 6.3.3 Payment of Overtime** - All overtime will be paid at a rate of one and one-half (1½) times a non-exempt employee's regular hourly rate of pay for all hours worked more than 40 hours in a workweek or as otherwise required by law. Only actual hours worked plus compensatory leave will be counted for the purpose of calculating overtime pay. Sick leave, holidays, paid time off, annual leave/vacation leave, personal days, disability leave, or absence due to disciplinary reasons will not be counted as hours worked for the purpose of calculating overtime pay.
- 6.3.4 Call Back Pay** - All non-exempt employees called back to work outside their regular schedule will be compensated a minimum of two (2) hours for each callback occurrence and will receive overtime if the callback results in the employee working over 40 hours per week.

6.4 COMPENSATORY TIME

Non-exempt employees who work over 40 hours in a workweek are eligible to receive compensatory time in lieu of overtime pay. For each hour of overtime worked by an eligible employee in a workweek, one and one-half (1.5) hours of compensatory time shall accrue. Employees may not accrue more than 40 hours of compensatory time. Any hours more than 40 are automatically paid out.

- 6.4.1 Use of Compensatory Time** – An employee shall complete an appropriate leave request form to schedule compensatory time and such leave shall be approved by a department director.
- 6.4.2 Payment on Termination** - An eligible employee who resigns or is terminated should use their compensatory time before the end of their employment. If that is not possible, the employee shall be paid for such accrued compensatory time at a rate not less than the average rate of pay for the preceding three years, or the final regular rate of pay, whichever is higher.
- 6.4.3 Requiring Use or Payment of Compensatory Time** - The Village reserves the right to require employees to cash out the balance of compensatory hours.

6.5 REMOTE WORK

The Village considers remote work a viable alternative work arrangement when the individual job is best suited to such an arrangement subject to the requirements below. Remote work is subject to revocation and does not alter the terms and conditions of employment.

6.5.1 Authorization for Remote work:

- a) Regular full-time exempt employees may be permitted to work remotely up to one (1) day per workweek subject to the approval of their department director and the Village Manager provided the arrangement does not interfere with department operations, employee performance, customer service, employee collaboration or the needs of the Village.
- b) Under extenuating circumstances, an exempt employee may request authorization for remote work for more than one (1) day per week. Such authorization must be given in advance by the department director, Human Resources Director, and the Village Manager.
- c) An employee may request authorization to work remotely on a case-by-case basis for a short period of time. Such authorization must be given in advance by the department director, Human Resources Director, and the Village Manager.
- d) Employees will be notified of any remote work changes at least one pay period in advance when possible.

6.5.2 Remote Work Criteria - Remote arrangements are approved on a case-by-case basis. Not all positions can be performed from off-site locations. For example, positions requiring face-to-face interaction with residents, vendors, and/or office personnel are typically not suitable for remote work.

6.5.3 Eligibility - To be eligible for remote work, an employee must meet the following requirements:

- a) Be a regular exempt full-time, non-bargaining unit employee who has worked for the Village for at least one (1) year. The Village Manager can waive this requirement on a case-by-case basis;
- b) Demonstrate consistent and satisfactory work performance;
- c) Have not been the subject of any performance issues or job discipline;
- d) Have job duties that allow the employee to be away from the Village's worksite without disrupting operations;
- e) The employee can work remotely without impeding the work of other employees or impact the Village's service delivery;

- f) Have a position where a supervisor may manage the employee's remote work; and
- g) Have arranged for child/elder care during their work hours.

6.5.4 Participation Guidelines - The duties, obligations, responsibilities, and conditions of a Village employee remain applicable for remote work. The employee working remotely remains obligated to comply with all Village rules, policies, practices, and instructions. Violations may result in preclusion from working remotely and/or disciplinary action, up to and including termination.

- a) Employees must establish clear expectations with their supervisors regarding work assignments, productivity, and measurements during telecommuting periods. Work quality, quantity, and timeliness must be maintained. Attendance and punctuality must be observed according to the agreed-upon schedule, and employees must remain accessible during work hours. Employees are not permitted to engage in non-Village employment during remote work hours.
- b) Employee's wage, retirement, benefits, and insurance coverage remain unchanged when working remotely.
- c) Employees will work at a designated location during remote work hours. An employee who works remotely may not conduct work-related in-person meetings in their homes with other employees or third parties. An employee working remotely may participate in virtual meetings.

6.5.5 Equipment - The Village does not typically provide employees who work remotely with equipment or office furnishings for their home offices. Some exceptions may be made with respect to computer equipment and office supplies and will be discussed on a case-by-case basis. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in a safe, efficient, and expeditious manner. Depending on the nature of their jobs, this may require having computers, printers, computer software, data and telecommunications equipment, and other equipment available for their use. The specifics concerning required equipment will be discussed with the individual employee. Employees are responsible for providing office furnishings such as desks, chairs, file cabinets, and lighting at their own expense.

All equipment provided by the Village remains Village property, and employees are responsible for appropriate usage of such equipment. If an employee uses personal equipment for remote work, the employee is responsible for its maintenance and repair. The Village does not reimburse an employee for home utility costs or maintenance costs for remote work. If an equipment issue arises that prevents effective remote work, an employee's remote work may be revoked by their department director subject to the approval of the Village Manager.

6.5.6 Remote Work Location - Employees must designate a safe, hazard-free workspace at home or another location and complete a workspace safety review. Employees are responsible for maintaining workspace safety and ensuring proper ergonomics when working remotely. The workspace must allow for prompt communication with supervisors, staff, and/or residents. The Village is not liable

for injuries to third parties or family members on an employee's premises or damage to their property during remote work. Any accident occurring in an employee's remote workspace must be reported immediately to an employee's supervisor.

6.5.7 Responsibility - The Village Manager shall determine whether an employee is eligible for remote work.

6.5.8 Procedure and Forms - Employees who wish to work remotely must submit a Remote Work Request Form to their supervisor. Approval is required from both the employee's supervisor, the department director and the Village Manager. The Village has the right to cancel or suspend employee remote work privileges at any time, for any reason or for no reason at all.

6.6 EMPLOYEE TRAVEL AND EXPENSE REIMBURSEMENT

Employees will be reimbursed for reasonable and necessary expenses incurred while conducting Village business away from their typical work location. All overnight travel on behalf of the Village must be authorized in advance by a department director and the Human Resources Director. Eligible expenses, including meals, lodging, and mileage, will be reimbursed as stated below. Use of Village funds for travel for personal purposes is strictly prohibited.

Exempt employees will receive their regular pay for time in which they travel on Village business. Non-exempt employees will be compensated for travel time in accordance with applicable law. Advance payment of travel expenses may be made, subject to the following:

6.6.1 Authorization to Travel - Travel shall be specifically provided for in the Village's adopted budget and as set forth herein. Out-of-town travel requests must be made by submitting the Out-of-Town Travel Request Form to an employee's supervisor. The request must be pre-approved by the department director and the Human Resources Director prior to any expenses being incurred.

6.6.2 Eligible Travel Expenditures - When out-of-town travel is authorized, employees will be reimbursed for necessary transportation, meals, and lodging costs.

6.6.3 Eligible Costs

- a) The actual cost of registration, tuition, and fees for a meeting, conference, training, or convention. Registration should be prepaid whenever possible and paid through the Finance Department's regular accounts payable process or by Village-issued credit card. If it is not possible to prepay registration fees, documentation of expenses must be submitted for reimbursement.
- b) Actual costs for bus travel, train travel, air travel, taxi, ride sharing transportation, tolls, car rentals, and parking fees, provided all air travel shall be on a common carrier and at the most economical class. Payment for air travel shall be for the actual cost from a Chicago area airport such as O'Hare

or Midway to the destination and return. The Village will provide reimbursement for the cost of up to one standard luggage bag.

6.6.4 Costs for Travel in a Personally Owned Vehicle

- a) Employees will be reimbursed at the current Internal Revenue Service designated rate for all miles driven related to Village business using their personal vehicle beyond the employee's normal commute, provided a Village vehicle is not available and provided payment will not exceed the least cost airfare to and from the same destination. All distance calculations should be determined using MapQuest or other similar application.
- b) If two or more employees attend the same out-of-town meeting, conference, training, or convention and one employee drives a Village vehicle, and the other employee(s) choose to drive their own vehicle when it is feasible and practical to travel in the Village vehicle, no mileage will be reimbursed.
- c) The Village may require employees to use public transportation to minimize travel expenses (i.e., airport shuttles, trains, taxis).

6.6.5 Rental Vehicles - When adequate ground transportation and shuttle services are available, every effort should be made to use these services instead of renting a vehicle. If such services are not available, an employee may rent a car with a Village-issued credit card. The Village will not be responsible for personal items taken or lost from a rental car.

6.6.6 Lodging - Overnight lodging will only be reimbursed for travel which exceeds 50 miles one way from an employee's typical work location. An exception may be authorized for a multi-day workshop or conference by the employee's department director. When authorized, the actual cost of hotel/motel accommodation will be reimbursed. If a family member or guest accompanies the employee, the employee shall only be reimbursed for single accommodations. Lodging arrangements requiring a deposit or credit card number to secure reservations shall be approved by a department director or designee and shall be accomplished using a Village-issued credit card. In instances when the employee is not authorized or does not have access to a Village credit card, the employee may use a personal credit card and seek reimbursement via the accounts payable process. Employees shall use any special government rates when available.

6.6.7 Meals – Employees shall be reimbursed for all direct costs related to out-of-town travel plus a fixed daily per diem amount for meals and incidental expenses as set forth in the United States Governmental Services Administration website found at this link: [Per diem rates | GSA](#). Receipts do not have to be submitted upon completion of travel to receive the out-of-town daily per diem amounts, and the per diem amount may be requested in advance, subject to approval by the Finance Director or the Village Manager or their designees. The Village credit card shall not be used for per diem costs.

When the Village credit card is used to pay for a meal, under no circumstance shall an employee charge any tip exceeding 20% for dining in or 10% on delivery. However, such tips may be rounded up to the highest dollar.

Generally, there is no per-diem given to employees for meals provided by a conference and/or seminar provider. The Village may provide a per diem for such meals if:

- a) The meal is not included in the cost of registration for a training class or conference.
- b) It is part of the employee's job duties to attend a business breakfast, lunch, or dinner regarding matters related to Village business.
- c) Should an unusual or extenuating circumstance arise where a department director believes a meal should be reimbursed, which would otherwise not be reimbursable, the employee may make a written request to the Human Resources Director for prior reimbursement approval.

6.6.8 Ineligible Travel Expenses – The following expenses are not eligible for reimbursement:

- a) Travel paid by any other organization.
- b) Alcoholic beverages, including liquor, beer, and wine.
- c) Valet services, except when required or no other reasonable option is available.
- d) Lodging accommodation, meals, or other expenses for family or guests.
- e) Ancillary fees or charges, i.e., movies, dry cleaning, room service, etc., are incurred during a lodging stay.
- f) Fees for sightseeing tours, activities not included in a conference or seminar registration fee, and expenditures for entertainment.
- g) Optional fees or charges for resort amenities, such as fitness area, pool, or spa fees.
- h) Personal telephone calls.
- i) Theft or loss of personal property.
- j) Trip insurance or any other expenditure for personal purposes.
- k) Any expense that is deemed excessive in nature or unnecessary.

6.6.9 Documentation of Expenses - All eligible actual expenses incurred in the conduct of Village business should be submitted for reimbursement to the Finance Department and must be documented with itemized receipts, travel vouchers, and/or other documentation using the Employee Travel Expense Reimbursement Request Form. Failure to provide documentation of expenses may result in an employee being responsible for 100% of expenses incurred. Employee per diem meals do not require receipts.

CHAPTER 7

EMPLOYEE BENEFITS

7.1 BENEFIT OVERVIEW

Eligible employees of the Village are provided a wide range of benefits. Several benefits, such as Social Security, Medicare, workers' compensation, and unemployment insurance, cover all employees in the manner prescribed by law. Eligibility for other benefits is dependent upon a variety of factors, including employee classification.

A Summary of Benefits and Coverage ("SBC"), which explains benefits coverage in greater detail, is available on the employee intranet ([Employee Intranet](#)). Plan documents are available by making a written request to the Human Resources Department and are the final authority in all matters relating to benefits described in this Manual or in the SBC and will govern in case of any conflict. The Village reserves the right to change or eliminate any benefits at any time in accordance with applicable law.

7.2 HEALTH, DENTAL, AND VISION

The Village is committed to providing a comprehensive and competitive benefits package to its employees. As part of this commitment, the Village offers medical, dental, and vision benefits to employees who regularly work 30 hours or more per week, as well as their eligible dependents.

The Village pays the majority of premium costs for these insurance plans. Employees are obligated to pay the remaining premium cost of the selected coverage, i.e., employee (single), employee plus spouse, employee plus children, and family. Employees are eligible to participate in these plans starting on the first day of the month following the first date of employment. Specific enrollment and plan information will be provided by the Village when an employee becomes eligible to participate.

7.3 FLEXIBLE SPENDING ACCOUNT PLANS

The Village provides employees who regularly work 30 hours or more per week the opportunity to participate in an Internal Revenue Code Section 125 flexible benefit plan. Under this plan, employees may contribute funds on a pre-tax basis to pay out-of-pocket medical, dental, vision, and childcare/dependent care expenses. The purpose of the plan is to allow eligible employees a method of funding:

- 7.3.1** The premium charges for their employer-sponsored group medical and/or life coverage;
- 7.3.2** Dependent care; and/or
- 7.3.3** Unreimbursed medical/dental/vision expenses, using pre-tax monies rather than after-tax monies.

Employees are eligible to participate in this plan starting on the first day of the month following the first date of employment. Specific enrollment and plan information will be provided by the Village when an employee becomes eligible to participate.

7.4 LIFE AND ACCIDENTAL DEATH/DISEMBLEMENT INSURANCE

The Village provides employees, who regularly work 30 hours or more per week with life insurance and accidental death and dismemberment (“AD&D”) insurance in case of certain serious injuries or death of the employee. The amount of coverage is: (1) \$50,000 prior to age 65; (2) \$37,500 for ages 65-69; \$25,000 for ages 70-74; and \$17,500 for ages 75+. This benefit is at no cost to employees. Employees will be automatically enrolled starting on the first day of employment. Specific enrollment and plan information will be provided by the Village when an employee becomes eligible to participate.

7.5 HEPATITIS VACCINE

When hired, certain employees in designated safety-sensitive positions are offered the option of receiving a Hepatitis B vaccine. The vaccine is administered at the Village's expense.

7.6 CHANGE OF DEPENDENTS OR MARITAL STATUS

Any change of dependents, i.e. births, adoptions, and changes in custody, or change of marital status must be reported to the Human Resources Department in writing within 30 calendar days of the occurrence. In such cases, an Insurance Change Form must be completed and submitted to the Human Resources Department. Failure to report changes within 30 calendar days may result in the loss of health care benefits for the dependent. The employee will then have to wait for the next open enrollment period or submit evidence of insurability to the provider to obtain dependent coverage.

7.7 EMPLOYEE ASSISTANCE PROGRAM

The Village offers an Employee Assistance Program (“EAP”) to all employees and their immediate family members. This benefit is a free, voluntary, and confidential resource designed to provide professional assistance to individuals who are experiencing problems which may affect their general well-being or job performance. The purpose of the EAP is to promote physical and mental health while respecting the privacy of the individual. The EAP is available 24/7 to help employees and their families deal with issues such as death, divorce, drug and alcohol abuse, aging parents, pet services, stress, illness, legal issues, financial difficulties, marital or family conflicts, and eating disorders. The EAP also offers a range of tools to help employees strengthen professional and supervisory skills.

- a) Employees are encouraged to voluntarily seek assistance from the EAP or other reputable treatment programs *before* a problem could lead to disciplinary action. Employees who come forward to request assistance will not be subject to discipline for seeking such assistance, but employees may not escape discipline by requesting assistance after being selected for substance abuse testing or after violating Village rules and policies. The use of the EAP or another treatment program will not excuse an employee from adhering to customary job performance standards and employee conduct rules.
- b) The EAP's confidential counseling program offers support, counseling, referral services, and assistance in short-term problem resolution. All services are provided by trained professionals in a confidential off-site setting. The Village will not be notified of any individual's use of the program, counseling

discussions or decisions made unless the individual requests it or the Village refers the employee as a condition of continued employment..

7.8 CONTINUATION OF INSURANCE COVERAGE

Employees who are injured or ill for long periods of time and who have exhausted all accrued leaves available to them may be eligible for a disability pension, in accordance with Illinois Municipal Retirement Fund rules, and the rules governing the Police Pension Fund. During the first ninety (90) days that the employee receives a disability pension, the Village will continue to pay its share of applicable insurance premiums. After ninety (90) days, an employee on a disability pension may be covered under the Village's insurance with the employee paying the full premium cost.

7.9 EMPLOYMENT SEPARATION AND BENEFITS CONTINUATION

Employees who are not Medicare-eligible and who leave the employment of the Village for reasons other than retirement, disability, or gross misconduct may be eligible to continue receiving benefits through COBRA coverage under the Village's health insurance plan from 18 months to 36 months, depending on the qualifying event, provided they pay the full premium costs.

7.10 DEFERRED COMPENSATION PLAN

Employees may participate in a 457(b) deferred compensation plan to set aside money for retirement. Under this plan, employees may defer a percentage of their pay, on a pretax basis or on a post-tax basis up to the maximum amount allowed by applicable law. Employees are eligible to participate in this plan starting on the first day of their employment. Specific enrollment and plan information will be provided to employees during their employment onboarding process.

7.11 RETIREMENT BENEFITS

7.11.1 Pension Funds - Regular full-time employees and part-time employees who work more than 1,000 hours per year are included in the Illinois Municipal Retirement Fund ("IMRF"). The Police Pension Fund covers sworn police personnel. Information concerning the Police Pension Fund may be obtained from the Finance Department or the Police Pension Fund and information concerning IMRF may be obtained from the Human Resources Department or IMRF.

7.11.2 Social Security and Medicare - For positions that require mandatory contributions for Social Security and Medicare, the Village matches the mandatory contributions. These federal programs provide income and medical benefits in the event of disability or retirement. *Note:* Sworn police personnel are exempt from Social Security unless they have previously paid into Social Security at any time during their lifetime other than during their police service with the Village.

7.12 INSURANCE FOR RETIRED AND TERMINATED EMPLOYEES

In accordance with the Municipal Employee's Continuance Privilege Law, 215 ILCS 5/367j, as amended, eligible employees who retire from the Village may continue to participate in the Village's health insurance at their own expense.

7.13 GROUP INSURANCE

7.13.1 Retired or Disabled Police Officers - Retired or disabled police officers, as defined in Article 3 of the Illinois Pension Code, may elect to receive Village health insurance for themselves and/or their dependents, provided that the full cost of said coverage is paid by the officer. In the event of a conflict between any provision of applicable law, including Article 3 ("Police Pension Fund--Municipalities 500,000 and Under") of the Illinois Pension Code, 40 ILCS 5/3-101 *et seq.*, the provision of applicable law shall govern.

7.13.2 IMRF- Qualified Employees - Employees fully qualified for immediate receipt of an IMRF retirement or disability pension may elect to receive Village health insurance for themselves and/or their dependents. This is pursuant to the same conditions and procedures applicable to disabled or retired police officers eligible for Insurance Code, with the full cost of said insurance paid by the recipient.

7.13.3 Health Insurance for Police Officers Injured in the Line of Duty – Police officers who are injured in the line of duty may be eligible for health insurance benefits under the Illinois Public Safety Employee Benefits Act, 820 ILCS 320/1 *et seq.*, as amended. Application procedures for PSEBA are set forth in the Village Code.

7.14 TUITION ASSISTANCE PROGRAM

The purpose of the Tuition Assistance Program ("TAP") is to encourage full-time employees who have completed their probationary period and are in good standing to pursue continued education which will benefit both the employee and the Village. Such coursework should provide employees with the knowledge and skills necessary to increase proficiency in their present jobs and/or to prepare them for promotional opportunities with the Village. The TAP is intended for long-term, degree-seeking coursework at a school of recognized educational standing, such as an approved accredited college or university, correspondence school, or vocational school. Seminars or courses expressly required by the Village are not part of the TAP and fees for such seminars or courses will be prepaid in total by the Village and will not to be added to the total allowable TAP benefit.

7.14.1 Application Procedures - Employees interested in the TAP should complete a TAP-1 form and forward it to their department director for approval. Once approved, a copy should be forwarded to the Human Resources Director for review and approval. Upon approval by both the department director and the Human Resources Director, the employee will be notified. A TAP-1 Form must be completed and approved prior to enrollment in any course.

7.14.2 Reimbursement Criteria - An employee may be reimbursed for the cost of tuition and books for approved courses. Proposed courses shall be reviewed during the pre-approval process and should not interfere with the employee's job duties. Participation in the program is subject to the availability of budgeted funds. Reimbursements are based on the type of degree program with a maximum reimbursement allowed per employee, per fiscal year as follows:

Degree	Maximum Reimbursement Per Fiscal Year
Bachelor's Degree	\$3000
Master's Degree	\$4000

Reimbursement will be provided upon receipt of a paid tuition bill, a receipt for the cost of books, and an official grade report showing that the employee received a grade of "C" or higher. There will be no reimbursement for a "D" or below, failing, or incomplete grades. Courses that are repeated by an employee are not eligible for reimbursement. Requests for reimbursement should be submitted within 45 days of course completion to the employees' department director. After approval by the department director, the request is to be forwarded to the Human Resources Director for processing. The level of reimbursement is based on the following schedule:

Grade	Reimbursement Percentage
A	100%
B	85%
C	65%

Employees eligible for reimbursement from another source, such as a government-sponsored program or a scholarship, are only eligible for reimbursement of the difference between the amount received from other funding sources and the actual course cost. An employee may not receive funds from the TAP and another funding source more than 100% of the costs and fees.

Any tax consequences for an employee due to reimbursement under the TAP are the sole responsibility of the employee. If applicable, taxable earnings may be added to overall earnings and reflected on an employee's W-2 statement.

7.14.3 Schedule Changes - All courses and course preparation must be undertaken on the employee's own time unless otherwise approved by the department director.

7.14.4 Repayment Period – If an employee voluntarily leaves the Village within one year of completing a reimbursed course, must reimburse the Village 100% of the cost if the employee leaves the zero (0) to six (6) months after being reimbursed and 75% of the cost if the employee leave the Village more than six (6) months to 12 months after being reimbursed. Employees who apply for the TAP and are approved must sign an agreement to this effect, which shall include an employee's consent to the deduction of any amounts owed at the time the employee terminates employment, even if such deduction is greater than 15% of the employee's final pay. If the repayment amount is greater than the employee's final compensation, the employee will repay the Village within 30 days of termination.

7.15 SERVICE RECOGNITION AWARDS

Regular full-time and part-time employees of the Village and GWA are eligible for periodic service awards through the Village's Service Recognition Award Policy.

Employees will receive their service recognition awards as a cash deposit in their regular scheduled payroll check following their anniversary date. Eligibility for periodic service

awards is based upon years of service, according to the following schedule:

Years of Service	Cash Deposit into your Regular Scheduled Payroll Check
5	\$50
10	\$75
15	\$100
20	\$125
25	\$150
30	\$175
35	\$200
40	\$225

CHAPTER 8

TIME OFF/LEAVES OF ABSENCE

8.1 VILLAGE HOLIDAYS

The Village observes the following ten (10) holidays:

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

8.1.1 If a holiday falls on a Saturday, the Village will typically observe the holiday on the preceding Friday. If a scheduled holiday falls on a Sunday, the Village will typically observe the holiday on the following Monday.

8.1.2 Holiday Pay

- a) All exempt and regular full-time employees will be paid their regular hourly pay rate for up to eight hours for holidays which occur on a day the employee is regularly scheduled to work.
- b) Holiday pay will not be paid to employees on any type of unpaid leave.
- c) Employees required to work a holiday will be compensated at a rate of one and a half times (1 ½) their regular rate of pay or have the option to earn compensatory time, subject to the approval of the department director. Regular holidays count toward the 40 hour work week for overtime.
- d) Holidays falling within an approved scheduled vacation will be recorded as holiday pay.

8.1.3 Special Holiday Provisions for Non-Union Shift Personnel and Village Links/Reserve 22 – Village Links/ Reserve 22 employees who work on a designated holiday shall earn and take compensatory time as follows:

- a) Holiday compensatory shall accrue for the time worked on a straight-time basis, not to exceed eight (8) hours of holiday compensatory time.
- b) Such compensatory time must be used in the calendar year it is earned. Up to four (4) days of accrued holiday compensatory time may be carried over to the

following calendar year. These hours must be used no later than February 28th of the following year.

- c) Holiday compensatory time will not be paid out upon an employee's resignation or termination.
- d) Holiday compensatory time shall be scheduled to be taken at the department director's discretion.

8.2 PERSONAL DAYS - All full-time non-union employees shall earn two (2) personal days each calendar year.

8.2.1 Personal days will be provided to employees on January 1st of each year. New employees will receive a prorated number of hours of personal days based on their start date at a rate of one and one-third (1 1/3) per month.

8.2.2 Use and Scheduling of Time - Employees may use personal days in hour increments.

- a) When the use of personal days is foreseeable, an employee must give notice of the planned leave at least two (2) days in advance.
- b) While the Village will make every effort to provide employees with requested time off, no request for personal time will be approved when the effect would be to leave an office or department without adequate personnel to perform required services. When the absence of multiple employees during the same period would jeopardize operations, the employee who first requested the time off will be given priority. If employees requested time off at approximately the same time, the employee with seniority will be given priority.
- c) Where the need for leave is not foreseeable, the employee is expected to notify the Village as soon as practicable and in accordance with the procedures outlined in this manual.

8.2.3 No Carry-Over of Personal Days - Employees must use personal days or hours by the end of the calendar year or hours in which they were granted. Any time not used by the end of the calendar year will be forfeited.

8.2.4 Personal Days Pay - Personal days will be paid at an employee's base rate for hours the employee is normally scheduled to work at the time a personal day is taken. Personal days are not included in overtime calculations and do not include special forms of compensation such as incentives, commissions, or bonuses. Personal days will not be paid out when an employee resigns or is terminated.

8.3 PAID TIME OFF FOR NON-UNION PART-TIME, SEASONAL, AND TEMPORARY EMPLOYEES

The Village provides paid time off ("PTO") to all part-time, seasonal, and temporary employees, except contract employees, which shall include recording secretaries, per

Ordinance No. 7076-VC. PTO includes annual leave time, illness or injury, and/or any other type of personal need.

8.3.1 Employees are eligible to earn one (1) hour of PTO for every forty (40) hours worked, with accrual at 80 hours. Employees must complete 90 days of work before they are eligible to use their PTO time earned. Once an employee has reached 80 hours maximum, no more time will accrue until the employee has reduced their PTO bank below the maximum amount allowed.

8.3.2 PTO Scheduling

- a) PTO time must be taken in a minimum of one (1) hour increments and may not exceed a maximum of eight (8) hours per day or forty (40) hours per week. No more than 60 hours of PTO may be used per calendar year.
- b) When the need for leave is known in advance, employees are encouraged to request PTO as soon as possible and at least two (2) days prior to the need for leave. While the Village will make every effort to provide employees with requested time off, no PTO request will be approved when the effect would be to leave an office or department without adequate personnel to perform the required services during any working period. When the absence of multiple employees during the same period would jeopardize operations, the employee who first requested the time off will be given priority. If employees requested time off at approximately the same time, the employee with seniority will be given priority.
- c) When the need for leave is not known in advance, employees are urged to notify the Village as soon as possible and in accordance with the procedures outlined in this manual. Appropriate documentation regarding the need for leave may be required. Failure to provide such documentation may result in the absence being unexcused, unpaid, and subject to the terms of this Manual.

8.3.3 PTO Pay - PTO will be paid at the employee's base rate for hours the employee is normally scheduled to work at the time the leave is taken.

- a) PTO days are not included in overtime calculations and do not include any special forms of compensation such as incentives, commissions or bonuses.
- b) PTO will not be paid out when an employee resigns or is terminated. It is intended for use during employment with the Village.

8.4 ANNUAL LEAVE (FULL-TIME EMPLOYEES)

All full-time employees shall be provided with paid annual leave. Annual leave shall be accrued annually on a bi-weekly basis. The bi-weekly accrual rate depends on the employee's classification and length of service as of their anniversary date. If an employee begins employment on the 20th of a month, the employee will earn the total annual leave allotment for the hours worked.

8.4.1 Annual leave accrual

Eligibility for annual leave is as follows:

<u>Length of Service</u>	<u>Annual leave earned per biweekly payroll</u>	<u>Total Annual Leave per Year</u>
0 – 5 years	5.24 hours	17 days
6 - 14 years	6.78 hours	22 days
15 - 20 years	8 hours	26 days
21 years	8.31 hours	27 days
22 years	8.62 hours	28 days
23 years	8.93 hours	29 days
24+ years	9.23 hours	30 days

8.4.2 – Exceptions - The Village Manager, Deputy Village Manager, Village Attorney, department directors, assistant department directors, Village Links General Manager, Professional Engineer, and Assistant Village Engineer are exempt from the above annual leave accrual. During their first year of service, said employees occupying these positions shall accrue annual leave at the rate of twenty-one (21) days per year. At the completion of one (1) year of employment through the completion of 15 years of employment, said employees shall accumulate annual leave at the rate of 26 days per year. For each additional year after completion of 16 years of service through 20 years of service, one additional day of annual leave per year shall accrue to a maximum of 30 days.

8.4.3 Annual Leave Scheduling

- a) Probationary employees shall begin annual leave accrual upon their first day of employment, and no more than five (5) days of annual leave may be taken during the first six (6) months of employment.
- b) Annual leave must be taken in increments of one (1) hour.
- c) Except in cases of illness, injury, or emergency, requests for vacation should be made at least two (2) days in advance to their supervisor, who shall decide whether to approve or disapprove the request. An employee's vacation schedule will reflect, as nearly as possible, their personal preference for annual leave. However, no annual leave request will be approved when the effect would be to leave the Village without adequate personnel to perform the required services. When the absence of several employees during the same period would jeopardize operations, the employee who first requested the time off will typically be given priority. If employees requested time off at approximately the same time, the employee with seniority will typically be given priority.

8.4.4 Annual Leave Maximum Accrual

- a) Employees may accrue a maximum of 320 hours of annual leave. Once an employee has reached the maximum, annual leave time shall not accrue until the employee has reduced their annual leave bank below the maximum.
- b) The Village Manager, Deputy Village Manager, Village Attorney, department directors, assistant department directors, Village Links General Manager, Professional Engineer, and Assistant Village Engineer may accumulate up to 360 hours of annual leave. Once this maximum has been reached, annual leave shall not accrue until annual leave has been reduced below the maximum.

8.4.5 Annual Leave Pay – Annual leave will be paid at the employee's base rate for hours the employee is normally scheduled to work at the time the leave is taken. Annual leave days are not included in overtime calculations and do not include any special forms of compensation such as incentives, commissions, or bonuses. Upon termination of employment, employees will be paid for annual leave benefits that have been granted but not yet taken.

8.5 SICK LEAVE

Paid sick leave is provided to all regular, non-union, full-time employees. Sick leave shall be taken in hour increments. Sick leave is provided for the exclusive purpose of allowing employees to take time off for medical reasons. Acceptable medical reasons include the employee's own illness or injury; care of a family member, which shall include a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparent, or stepparent who is ill or injured; and necessary medical treatment or medically advised rest. Visits to doctors and dentists by the employee or the employee's family member also are acceptable reasons for taking sick leave.

8.5.1 In the event that an employee becomes ill during a workday, the Village may send the employee home for their own well-being and the well-being of their co-workers.

8.5.2 Sick Leave for Family Members – Employees may also use sick leave to provide "personal care" for a family member. For purposes of this policy, personal care includes activities to ensure that a family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a family member who is unable to meet such needs for himself/herself/themselves. In addition, personal care also means being physically present to provide emotional support to a family member with a serious health condition who is receiving inpatient or home care.

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- a) Employees may utilize up to twenty-four (24) hours of sick leave per year for the care of a family member as detailed above. Once these days are utilized, and additional time is needed to care for a family member, employees must use their annual leave before using the remaining balance of their sick leave. All available paid accrual balances of annual leave and sick leave must be exhausted before unpaid leave commences.

8.5.3 Expectations While on Sick Leave – An employee who uses sick leave for themselves is expected to use good judgment and remain at their residence during the time they

would otherwise have been working, unless hospitalized, visiting a doctor, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during the time they are granted the use of accrued sick leave.

- 8.5.4 Sick Leave Monthly Accrual** - Employees with one year of service will be granted six (6) days of sick leave on January 1st of each year. New employees will be granted a pro-rated amount of six (6) days at the start of their first full month of employment, based on their start date, i.e., an employee who starts on July 1st will receive three (3) days of sick leave.

Sick leave shall not accrue during any period when an employee is on unpaid leave of absence or is furloughed.

- 8.5.5 Sick Leave Maximum Accrual** - Employees may accrue a maximum of 240 calendar days of sick leave at any one time. Once an employee has reached this maximum, no more sick leave will accrue until some of that time is used, and the employee has reduced his/her/their sick leave bank below the maximum.

- 8.5.6 Notice of Absence** - Employees who know in advance that they will be absent for health reasons must give their supervisor advance notice, including the probable start date and duration of the absence. If a sudden illness makes it impossible for an employee to request advance sick leave, the employee should notify the supervisor as soon as possible and in accordance with the details as detailed in this policy.

During any extended period of illness or injury, an employee must regularly update their supervisor, at least weekly, regarding the status of their return-to-work date.

- 8.5.7 Proof of Need for Absence** - When an employee is absent on sick leave for more than three (3) consecutive scheduled days, the employee must submit a physician's certificate certifying the illness or injury of themselves or a sick family member before having sick leave compensation approved. Employees returning to work after using sick leave for more than three (3) consecutive days will need a return-to-work note from their medical provider. Employees using sick leave for less than three (3) consecutive scheduled days may also be required to submit a physician's certificate.

- 8.5.8 Probationary Employees and Proof of Absence** - A probationary employee may use accrued sick leave during their probationary period but will be required to have a physician's certificate certifying the illness or injury upon returning to work. Promotional, probationary employees may use accrued sick leave during their Probationary Period and are not required to have a doctor's note unless the absence exceeds more than three (3) consecutive scheduled days.

- 8.5.9 Misuse of Sick Leave** - Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or injury. Sick leave shall not be considered as a privilege which an employee may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability of the employee or their family members as detailed above.

Excessive sick leave or taking a sick day for a day off that was denied may be cause for an investigation into abuse of sick leave. If an investigation results in a

determination that an employee abused sick leave, the employee may be subject to discipline up to and including termination.

8.5.10 Workers' Compensation Sick Leave - Sick Leave or any compensated leave shall not be used for absence due to a work-related injury for which compensation is provided under the Workers' Compensation Act. In cases where workers' compensation leave is paid after an employee's accrued sick leave or other forms of compensated leave are used, that sick leave will be credited to the employee.

8.5.11 Insufficient Sick Leave - Except in cases covered by Section 8.4 (FMLA Leave), if an employee's illness or period of recovery exceeds the amount of accrued sick leave, the employee may use accrued annual/vacation leave, compensatory leave, or be placed on leave without pay. Employees must use all accrued time before going on leave without pay.

8.5.12 Confidentiality of Medical Information - All information about an employee's medical condition is confidential and will be kept in separate files by human resources. When an employee is absent for medical reasons, the employee's regular personnel file contains only the dates of the medical absence, not the medical reason(s) for the absence.

8.5.13 Sick Leave Pay - Sick leave will be paid at the employee's base rate at the time the leave is taken. Sick leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions or bonuses. Employees will not be paid for unused sick leave upon separation of employment.

8.6 BEREAVEMENT LEAVE

8.6.1 Regular employees are eligible for up to five (5) days of paid bereavement leave due to the death of their spouse, domestic partner, child, parent, sibling, mother-in-law, father-in-law, or for reproductive-related issues in accordance with the Illinois Family Bereavement Leave Act, 820 ILCS 154/1 *et seq.*, as amended ("Bereavement Act"). Should any provision of this policy conflict with the Bereavement Act, the provision of the Bereavement Act shall govern.

8.6.2 Regular employees are eligible for up to three (3) days of paid bereavement leave due to the death of a covered family member which is defined in the Bereavement Act as a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild, spouse's grandparent, or any relative who resides in the employee's household.

8.6.3 Employees who have been employed by the Village for twelve (12) months and have worked 1250 hours during the prior 12 months are eligible for an additional five (5) or seven (7) days for a total of 10 days of *unpaid* leave in the event of the death of a covered family member as detailed above or for reproductive-related issues. Employees may elect to substitute accrued and applicable paid time off for the unpaid leave.

8.6.4 In the event of the death of more than one covered family member in a twelve (12) month period, an employee who has worked at the Village for 12 months and worked

1250 hours during the prior twelve (12) months is entitled to up to six (6) weeks of bereavement leave. Employees will receive paid bereavement leave of three (3) or five (5) days for the death of each family member as set forth herein. An employee may choose to use accrued and applicable paid time off or take unpaid time off after taking such bereavement leave.

- 8.6.5** Employees must provide at least forty-eight (48) hours' notice of the need for bereavement leave when possible.
- 8.6.6** Employees may use bereavement leave to attend the funeral or an alternative to a funeral of a covered family member, make arrangements necessitated by the death of the covered family member, and/or grieve the death of the covered family member.
- 8.6.7** Bereavement leave may also be used for absences from work due to reproductive related issues, which includes: a (i) 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 surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.
- 8.6.8** Employees must complete bereavement leave within 60 days of learning of the need for leave.
- 8.6.9** Bereavement leave will be paid at the employee's base rate for hours the employee is normally scheduled to work at the time the leave is taken. Bereavement Leave is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

8.7 CHILD EXTENDED BEREAVEMENT LEAVE

Full-time employees who have been employed for at least two (2) weeks and have lost a child due to homicide or suicide are eligible for up to six (6) weeks of bereavement leave in accordance with the Illinois Child Extended Bereavement Act, 820 ILCS 156/1 *et seq.*, as amended ("Child Bereavement Act". Five (5) days will be paid as set forth in Section 8.6 above. After that, employees may choose to use accrued and applicable paid time off or take unpaid time off. Should any provision of this policy conflict with the Child Bereavement Act, the provision of the Child Bereavement Act shall govern.

- 8.7.1** A "child" includes the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stands in loco parentis as defined in the Child Bereavement Act.
- 8.7.2** Employees may take leave in one continuous period or intermittently in increments of no less than four (4) hours. Leave must be taken within one year after the employee notifies the Village of the loss. This six (6) weeks of leave is the maximum amount of leave an employee may take for the loss of their child due to homicide or suicide. Accordingly, the employee may not seek additional bereavement leave as provided in the section above.

8.8 MISCELLANEOUS BEREAVEMENT LEAVE

Additional time off for bereavement purposes may be provided if deemed necessary by the Department director and approved by the Village Manager. These additional leave days will be deducted from the employees' accrued PTO, annual leave, personal time, or compensatory time, or be taken without pay.

8.8.1 The Village may require reasonable documentation to support the need for leave, such as:

- a) A death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency;
- b) A form filled out by the health care practitioner who treated you, your family member, or surrogate;
- c) Documentation from the adoption agency showing a failed match or contested adoption; or
- d) Documentation from the surrogacy agency showing a failed surrogacy agreement.

8.9 JURY DUTY

Employees will be granted necessary job-protected time off when summoned for jury duty. An employee shall notify their supervisor no later than three (3) days of receiving a jury duty summons. The Village will provide paid leave for the time the employee would have worked for the time on jury duty. Employees are permitted to retain any compensation received for jury duty service.

In cases where jury duty does not require a full day, employees are expected to spend as much time as possible performing their regular duties. Employees who are "on call" for jury duty must report to work if not required to serve that day. Employees may be required to provide documentation providing verification of jury duty service.

8.10 COURT WITNESS LEAVE

Employees who are subpoenaed as a witness in a criminal proceeding shall be granted unpaid leave for the time required to attend the proceeding. Employees may at their discretion choose to use accrued and applicable paid time off if they wish to remain on paid status during the leave period. In cases where court witness leave does not require full day attendance, employees are expected to spend as much time as possible performing their regular duties. Employees who are "on call" for court witness leave must report to work if not required to serve that day. Employees may be required to provide documentation providing verification of service as a witness.

8.11 VOTING TIME

Pursuant to Section 17-15 of the Illinois Election Code, 10 ILCS 5/17-15, as amended, an employee will be permitted two (2) hours of paid leave for the purpose of voting in a local,

state, or national election if the employee's working hours begin less than two (2) hours after the opening of the polls and end less than two (2) hours before the closing of the polls. If an employee seeks time off to vote, the employee shall notify their supervisor no later than the day before the election. The supervisor will set the two-hour block of time to vote. Proof of voting may be required.

8.12 ILLINOIS SCHOOL VISITATION ACT

An employee who has worked for the Village for at least six (6) consecutive months preceding a request for leave under this policy and regularly works at least 20 hours per week and has custody of schoolchildren from kindergarten through Grade 12 is eligible for up to eight (8) hours per year of unpaid time off, not to exceed four (4) hours in any single day, to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during nonwork hours in accordance with the Illinois School Visitation Rights Act, 820 ILCS 147/1 *et seq.*, as amended ("School Visitation Act"). Should any provision of this policy conflict with the School Visitation Act, the provision of the School Visitation Act shall govern.

This leave is intended as a last resort and may only be used after all other forms of available and applicable time off have been exhausted, such as PTO, annual leave, personal time, and compensatory time. The Village may require proof from the school that the employee attended school conferences or classroom activities related to the child.

- 8.12.1** An employee will be given the opportunity to make up any lost work time provided that doing so does not disrupt normal Village operations. If make-up time is approved, the employee shall be compensated at the same rate of pay as their regular working hours.
- 8.12.2** Seven (7) days' written notice (except in emergency situations when 24 hours' notice is sufficient) must be given to the employee's supervisor before taking any time off under this policy.
- 8.12.3** An employee must consult with their supervisor to schedule the leave so as not to unduly disrupt operations.

8.13 NURSING MOTHERS

Employees who are nursing mothers may take reasonable break periods, including their unpaid meal and paid rest breaks, during the workday to express breast milk for their child, for up to one (1) year after their child's birth in accordance with the Illinois Nursing Mothers in the Workplace Act, 820 ILCS 260/1 *et seq.*, as amended ("Nursing Mothers Act"). Except for a standard unpaid meal break, such break time will be paid. Should any provision of this policy conflict with the Nursing Mothers Act, the provision of the Nursing Mothers Act shall govern.

8.13.1 Lactation Room and Equipment

- a) For the convenience and privacy of nursing mothers, the Village provides a private space where employees may lactate which has comfortable seating and electrical outlets.

- b) The lactation room is regularly cleaned. The Village asks all employees who use the lactation room to be considerate of others by washing and storing equipment after use and reporting any maintenance problems.
- c) Employees are also free to use their own office for lactation purposes, but should discuss such with their supervisor so appropriate arrangements may be made.
- d) Nursing mothers must provide and use their own breast pumps, milk bottles, and other necessary equipment.

8.14 VICTIM'S ECONOMIC SECURITY AND SAFETY ACT

All employees may use unpaid leave in accordance with the Illinois Victims' Economic Security and Safety Act, 820 ILCS 180/1 *et seq.*, as amended ("VESSA"), for up to 12 weeks in a 12-month period for any one or more of the following reasons:

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

8.14.1 Eligible employees may use up to two workweeks (10 days) of unpaid VESSA leave for any one or more of the following reasons:

- a) Attending the funeral or alternative to the funeral or wake of a family or household member who is killed in a crime of violence;
- b) To make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- c) Grieving the death of a family or household member who is killed in a crime of violence.

8.14.2 Leave for these reasons must be completed within 60 days after the employee receives notice of the death.

8.14.3 VESSA Definitions

- a) **12-Month Period** means a rolling 12-month period measured forward from the date leave is taken and continuous with each additional leave day taken.
- b) **Family or Household Member** means an employee's spouse or civil union partner, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household.
- c) **Parent** means the biological parent of an employee or an individual who stood in loco parentis to the employee when the employee was a child.
- d) **Son or Daughter** means an employee's biological, adopted, or foster child, stepchild, legal ward, or a child of an employee standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.
- e) **Domestic, Sexual, or Gender Violence** means domestic violence, sexual assault, gender violence, or stalking.
- f) **Crime of Violence** means any conduct proscribed by Articles 9, 11, 12, 26.5, 29D, and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to conduct proscribed by Articles of the Criminal Code of 2012 referenced in other definitions in 820 ILCS 180/10. This can include sex offenses, assault, harassment and obscene communications, armed violence, and other crimes.

8.14.4 Intermittent or Reduced Leave - An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule

8.14.5 Notice Requirement - An employee is required to give 48 hours' notice to the Village in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one (1) or two (2) business days of when the need for leave becomes known. The Village may require an employee on leave to report periodically on their status and intent to return to work.

8.14.6 Certification - For VESSA leaves, an employee may be required to submit certification demonstrating the need for the leave. The certification must be provided by the employee as soon as reasonably possible, but in most cases, within 15 days of the request.

The certification requirement may be satisfied by the submission of a sworn statement from the employee and, if available, one of the following:

- a) Documentation from a victim services organization, attorney, clergy, or medical or other professional from whom the employee or the family/household member

has sought assistance from in addressing domestic, sexual, or gender violence, or any other crime of violence, and/or its effects;

- b) A police or court record;
- c) A death certificate, published obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that a victim was killed in a crime of violence; or
- d) Other corroborating evidence.

8.14.7 Effect on Benefits

- a) During the unpaid portions of VESSA leave, the employee will not accrue/be granted employment benefits, such as PTO, vacation, personal, sick, and any other paid time off. Also, during the unpaid portions of VESSA leave, the employee will not receive pay for holidays, jury duty, bereavement, etc. Of course, employment benefits accrued by the employee up to the day on which the unpaid VESSA leave begins will not be lost.
- b) During an approved VESSA leave, the Village will maintain an employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid VESSA leave, the Village will deduct an employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the employee is responsible for submitting the premium payment to the Village. Failure to make payment may result in termination of coverage(s).
- c) If an employee does not return to work at the end of the leave period, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining health insurance coverage during the unpaid leave, unless the employee cannot return to work because of the continuation, recurrence, or onset of domestic, sexual, or gender violence, any other crime of violence, or other circumstances beyond the employee's control.

8.14.8 Return to Work

- a) If an employee wishes to return to work at the expiration of VESSA leave, the employee is typically entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. However, if the employee would have been laid off, terminated, or otherwise subject to changes in employment conditions had they not been on VESSA leave, they will not by virtue of having been on VESSA leave, be entitled to reinstatement or greater employment rights than he/she/they would have been absent the VESSA leave.
- b) If an employee takes leave because of their own medical condition, the employee is required to provide medical certification that they are fit to resume work. Employees failing to provide such certification will not be permitted to resume work until it is provided.

- c) If an employee fails to return to work upon expiration of a designated VESSA leave, the Village will assume that the employee has voluntarily resigned, and the employee will lose the right to job restoration.

8.14.9 Reasonable Accommodations

- a) The Village will attempt to provide reasonable accommodations for qualified individuals who are entitled to protection under VESSA in a timely fashion, unless such accommodations would present an undue hardship for the Village.
- b) Reasonable accommodations apply to applicants and employees and may include an adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic, sexual, or gender violence, or any other crime of violence, that occurs in the workplace or in work-related settings, in response to actual or threatened domestic, sexual, or gender violence, or any other crime of violence.
- c) A qualified individual is an individual who, but for being a victim of domestic, sexual, or gender violence, or any other crime of violence, or with a family or household member who is a victim of domestic, sexual, or gender violence, or any other crime of violence, can perform the essential functions of the employment position that such individual holds or desires.

8.14.10 Use of Village Equipment for VESSA Purposes - Employees may use Village-issued equipment to record domestic, sexual, or gender violence, or any other crime of violence committed against the employee or their family or household member. Employees shall be granted access to any recordings or data stored on Village-issued equipment related to such incidents, unless restricted by law enforcement action, court order, or subpoena. In addition, the Village will comply with any law enforcement, investigation, court order, or subpoena for a device, information, data, or documents.

8.14.11 Confidentiality - All information provided to the Village pursuant to this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained an accommodation pursuant to this policy shall be retained in confidence by the Village, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable law.

8.14.12 Should any provision of this policy conflict with the VESSA, the provision of the VESSA shall govern.

8.15 EMPLOYEE BLOOD AND ORGAN DONATION LEAVE

Eligible employees may take paid leave for up to one (1) hour every 56 days to donate or to attempt to donate blood and up to ten (10) days in any twelve (12) month period to serve or attempt to serve as a living organ donor in accordance with the Illinois Employee Blood and Organ Donation Leave Act, 820 ILCS 149/1 *et seq.*, as amended ("Blood and Organ

Donation Act”). Should any provision of this policy conflict with the Blood and Organ Donation Act, the provision of the Blood and Organ Donation Act shall govern.

8.15.1 Definitions

- a) Eligible employee for a blood donation means a full-time employee who has been employed for at least six (6) months and who donates or attempts to donate blood as defined in paragraph two (2). For an organ donation, an eligible employee means any employee who has been employed for at least six (6) months and who donates any biological tissue of the human body as defined below.
- b) Blood Donation means the act of donating blood in accordance with the nationally recognized medical standards for blood donation eligibility of the community blood bank as operated by the American Red Cross, America’s Blood Centers, the American Association of Blood Banks, or other blood bank.
- c) Organ Donation means the act of donating any biological tissue of the human body that may be donated by a living donor (other than blood), including but not limited to, the kidney, liver, lung, pancreas, intestine, bone, and skin or any subpart thereof.

8.15.2 Pay Blood donation leave will be paid at the employee’s base rate for hours the employee is normally scheduled to work at the time the leave is taken. This time is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

8.15.3 Notice and Verification Requirement - An employee is required to give reasonable notice to the Village in the event the employee chooses to use leave under this policy. A request for leave under this policy must be in writing and must include the day the employee wishes to use the leave along with a written statement from the blood bank or medical/transplant facility indicating that the employee has an appointment on the day requested for leave to donate or attempt to donate blood or an organ.

Upon an employee’s return from an approved leave, the employee will be required to submit a written statement from the blood bank or medical/transplant facility verifying that the employee kept the appointment.

8.15.4 Leave to donate an organ will typically run concurrently with the Family and Medical Leave Act, but it is not limited to FMLA-eligible employees. Employees who have exhausted their FMLA leave may still be entitled to take additional leave under this law.

8.16 FAMILY NEONATAL INTENSIVE CARE LEAVE

All employees are eligible for job-protected unpaid leave when their child is admitted to a Neonatal Intensive Care Unit (“NICU”) in compliance with the Illinois Family Neonatal Intensive Care Leave Act, 820 ILCS 157/1 *et seq.*, as amended (“Neonatal Leave Act”).

Should any provision of this policy conflict with the Neonatal Leave Act, the provision of the Neonatal Leave Act shall govern.

8.16.1 Leave Entitlement

- a) Employees are eligible to take 20 days of unpaid leave while any child of the employee is a patient in the NICU. Employees may take NICU leave either continuously or intermittently. Intermittent leave may be taken in increments of no less than two (2) hours.
- b) Employees who are eligible for leave under the federal Family and Medical Leave Act ("FMLA") must first use all available FMLA leave before accessing NICU leave under this policy.

8.16.2 Procedure for Requesting Leave - Employees should notify their supervisor or Human Resources as soon as practicable when they become aware of the need for NICU leave. Requests for leave should include the anticipated start and end dates, and whether the leave will be continuous or intermittent. The Village will require reasonable verification of the need for NICU leave.

8.16.3 Pay and Benefits

- a) NICU leave will be unpaid. Employees may elect to substitute accrued and available paid time off for unpaid NICU leave.
- b) The Village will continue applicable health insurance benefits during the leave period, under the same terms as if the employee was actively working.

8.16.4 Job Protection - Employees returning from NICU leave will be reinstated to their same position or a substantially equivalent position with the same or equivalent pay, benefits, and working conditions.

8.17 FAMILY AND MEDICAL LEAVE (FMLA) - An employee may be eligible to take up to 12 weeks of unpaid FMLA leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the Village for at least 12 months AND worked at least 1,250 hours in the last 12 months and at least 50 employees are employed by the Village within 75 miles of the employee's work location.

The 12-month period in which the 12-week leave entitlement occurs shall be a rolling 12-month period measured backward from the date an employee uses any leave under FMLA. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

8.17.1 Reasons for Leave - If an employee is eligible, the employee may take FMLA leave for any of the following reasons:

- a) Birth and/or care of a newborn child of the employee;
- b) Placement of a child into the employee's family by adoption or by a foster care arrangement;

- c) To care for the employee's spouse, child, or parent who has a serious health condition; or
- d) A serious health condition which renders the employee unable to perform one of the essential functions of the employee's position.

Leave because of reasons (a) and (b) above must be completed within the 12-month period beginning on the date of birth or placement. Spouses employed by the Village who request leave because of reasons (a) or b) or to care for the employee's parent with a serious health condition may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

8.17.2 Military Family Leave Entitlement - If an employee is eligible, the employee may use the 12-week FMLA leave entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of an employee's spouse, son, daughter, or parent. Qualifying exigencies may include:

- a) Attending certain military events;
- b) Arranging for alternative childcare;
- c) Addressing certain financial and legal arrangements;
- d) Attending certain counseling sessions;
- e) Addressing issues related to short-notice deployment;
- f) Spending time with a covered family member who is resting and recuperating; or
- g) Attending post-deployment briefings; and (8) for certain activities relating to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.

8.17.3 An employee may also be eligible for up to 26 weeks of leave to care for a covered service member during a single 12-month period. This single 12-month period begins with the first day the employee takes the leave. A covered service member includes an employee's spouse, parent, child, or next of kin who:

A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

A covered veteran, meaning one who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and: (i) was a member of the Armed Forces (including a member of the National Guard or Reserves); and (ii) was terminated or released under conditions other than dishonorable within

the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran.

8.17.4 Improper Use of Leave - An employee may not be granted FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts to be granted an FMLA leave, the employee may be subject to immediate termination.

8.17.5 Notice of Leave - If the FMLA leave is foreseeable, the employee must give the department director at least 30 days' notice in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave until at least 30 days have passed since notice was provided. Where the need for leave is not foreseeable, the employee is expected to notify the department director as soon as practicable and, absent unusual circumstances, in accordance with the Village's normal leave procedures as set forth in this Manual.

Within five (5) business days after the employee has submitted a request for FMLA leave, the Human Resources Department will provide the employee with a written response.

8.17.6 Medical Certification Leave for Employee's Own or a Covered Family Member's Serious Health Condition - If an employee requests leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after a request, or as soon as reasonably possible under the circumstances. Failure to provide the requested medical certification in a timely manner may result in denial of leave until it is provided. The Village, at its expense, may require an examination by a second health care provider designated by the Village, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion.

8.17.7 Certification for a Qualifying Exigency - If an employee requests leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active-duty orders or other documentation issued by the military indicating that the covered military member is on active duty or call to active duty including the dates of the active-duty service. The Village may also request additional information pertaining to the leave.

8.17.8 Certification for Military Caregiver Leave - If an employee is requesting leave because of the need to care for a covered service member with a serious injury or illness, the Village may require the employee to supply certification completed by an authorized health care provider of the covered service member. The Village may also request additional information pertaining to the leave.

8.17.9 Recertification - The Village may request recertification for the serious health condition of the employee or the employee's family member when circumstances

related to the leave have changed significantly, if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, the Village may request recertification for the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence.

8.17.10 Confidentiality of Medical Information - All information about an employee's or their family member's medical condition is confidential and will be kept in separate files by the Human Resources Department. When an employee is absent for medical reasons, the employee's regular personnel file contains only the dates of the medical absence, not the medical reason(s) for the absence.

8.17.11 Substitution of Paid Leave - FMLA leave is unpaid leave. If an employee requests leave for any FMLA-covered reason, the employee must concurrently exhaust all available and applicable paid time off, starting with sick leave, and then using compensatory, personal, and PTO/annual leave. The exhaustion of this paid leave does not extend the FMLA leave period. In addition, if an employee is eligible for any additional paid leaves, such as paid disability leave or workers' compensation, these leaves will also run concurrently with FMLA leave (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA leave, an employee must comply with the requirements of the applicable paid leave policy.

8.17.12 Benefits During Leave - During the unpaid portions of FMLA leave, the employee will not accrue/be granted employment benefits, such as annual leave, PTO, personal days, sick leave, or other paid time off. Also, during the unpaid portions of FMLA leave, the employee will not receive pay for holidays, jury duty, bereavement, etc. Of course, employment benefits accrued by the employee up to the day on which the unpaid FMLA leave begins will not be lost.

During an approved FMLA leave, the Village will maintain the employee's health benefits as if the employee continued to remain actively employed. If paid leave is substituted for unpaid FMLA leave, the Village will deduct the employee's portion of the premium as a regular payroll deduction. If the leave is unpaid, the employee is responsible for submitting the premium payment to the Village. Failure to make payment may result in termination of coverage(s).

If the employee does not return to work at the end of the leave period, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining insurance coverage during the unpaid leave, unless the employee cannot return to work because of circumstances that are beyond the employee's control, including the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered servicemember, that would otherwise entitle the employee to leave under FMLA.

8.17.13 Intermittent Leave/Reduced Schedule Leave - In the case of leave for a serious health condition of an employee or an employee's family member, to care for a covered service member with a serious injury or illness, or because of a qualifying exigency, the leave may be taken intermittently (in separate blocks of time due to a single qualifying reason or health condition) or on a reduced hours

basis if necessary. If intermittent or reduced hours leave is required for planned medical treatment, the Village may, in its sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave. If leave is unpaid, the Village will reduce the employee's pay based on the amount of time worked. A fitness-for-duty certification may be required to return from an intermittent absence if reasonable safety concerns exist concerning the employee's ability to perform his/her/their job duties.

8.17.14 Consultation with the Human Resources Department - The specific circumstances and legal implications surrounding requests for, and the grants or denials of, FMLA leave can be complicated. In all cases, an employee who requests FMLA leave is advised to make an appointment with the Human Resources Department to discuss their circumstances sufficiently in advance to allow time for proper consideration of their request.

8.17.15 Job Restoration - An employee who returns to work from an approved FMLA leave of absence is typically entitled to return to the same job or an equivalent position without loss of benefits or pay. An employee who took leave because of their own serious health condition who wishes to return to work from FMLA leave may be required to present a fitness-for-duty release from their doctor specifying that the employee is fit to perform the essential functions of the job. An employee who fails to provide the requested certification will not be permitted to resume work until it is provided.

a) If the employee had been laid off, terminated, or otherwise subject to changes in employment conditions had they not been on FMLA leave, they will not, by virtue of having been on FMLA leave, be entitled to reinstatement or greater employment rights than they would have been absent the FMLA leave.

b) If an employee fails to return to work upon expiration of a designated FMLA leave, the Village will assume that the employee has voluntarily resigned, and the employee will lose the right to job restoration.

8.18 MILITARY LEAVE - Leaves of absence for military or reserve duty are granted to all employees of the Village in accordance with the Illinois Military Leave Act, 820 ILCS 151/1 *et seq.*, as amended. Should any provision of this policy conflict with the Military Leave Act, the provision of the Military Leave Act shall govern. This includes time off for:

- a) Service in a federally recognized auxiliary of the U.S. Armed Forces when performing official duties in support of military or civilian authorities as the result of an emergency;
- b) Service covered in the Illinois State Guard as defined by the Illinois State Guard Act; and
- c) A period for which an employee is absent from a position of employment for the purpose of medical or dental treatment for a condition, illness, or injury sustained or aggravated during a period of active service in which treatment is paid by the United States Department of Defense Military Health System. Employees seeking leave under this policy may be required to submit copies

of their military orders to their department director or designee and the human resources department.

8.18.1 Employees who are reservists or members of the National Guard will be granted time off for required military training. Their eligibility for pay, reinstatement after the completion of their military duty and training, and benefit continuation/eligibility issues are determined in accordance with applicable law. For any unpaid leave, employees may elect, but are not required, to use any accrued and applicable paid time off.

8.18.2 Military Funeral Honors Detail - Employees who have been employed for at least 12 months and have worked at least 1,250 hours during the 12 months preceding the leave may receive up to 40 hours of paid leave per calendar year. Up to 8 hours per month for military funeral honors detail. To receive the leave, the employee must be

- a) Trained to participate in a funeral honors detail at the funeral of a veteran; and
- b) Be either a retired or active member of the armed forces of the United States or a member of a reserve component of the armed forces of the United States, including the Illinois National Guard; or an authorized provider, or a registered member of a nonprofit or other organization that is an authorized provider, including a member of a veterans service organization.

8.18.3 Military funeral honors detail leave will be paid at the employee's base rate for hours the employee is normally scheduled to work at the time the leave is taken. This time is not included in overtime calculations and does not include any special forms of compensation such as incentives, commissions, or bonuses.

8.18.4 Employees requesting military funeral honors detail leave should provide notice to their supervisor as soon as possible. Employees may be requested to provide confirmation from the relevant veterans' service organization that dispatched the employee to the funeral honors detail, or other official notice provided to the employee in relation to the funeral honors detail.

8.19 FAMILY MILITARY LEAVE - The Village will grant eligible employees up to 30 days of unpaid family military leave if their parent, spouse, child, or grandchild is called to military service with the State or the United States for more than 30 days in accordance with the Illinois Military Leave Act, 820 ILCS 151/1 *et seq.*, as amended. Should any provision of this policy conflict with the Military Leave Act, the provision of the Military Leave Act shall govern. Available leave time shall be reduced by the number of days of leave provided to an employee under the Family and Medical Leave Act ("FMLA") because of any qualifying exigency arising out of the fact that the employee's spouse or child is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Family military leave must be taken during the time deployment orders are in effect.

8.19.1 Eligibility for Leave - To be eligible, an employee must have been employed for

at least 12 months and have worked at least 1250 hours during the 12-month period immediately preceding the request for family military leave. An employee may take family military leave only if they have exhausted all accrued PTO, vacation, personal, compensatory, and other applicable leave.

- 8.19.2 Request for Leave** - The request for leave must be made at least 14 days in advance if the leave will consist of five (5) or more consecutive workdays. If the leave consists of less than five (5) days, the request must be made with as much advance notice as is practicable. Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.
- 8.19.3 Benefits During Leave** - During family military leave, the employee will not accrue employment benefits, such as PTO, vacation time, personal time, or sick leave. Also, during family military leave, the employee will not receive pay for holidays, jury duty, bereavement, etc. Of course, employment benefits accrued by the employee up to the day on which the unpaid leave begins will not be lost. Employees who take family military leave may elect to continue insurance-related benefits at their own expense during the leave.
- 8.19.4 Return from Leave** - Employees that take family military leave will typically be reinstated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay, and other terms and conditions of employment.
- 8.19.5** If an employee would have been laid off, terminated, or otherwise subject to changes in employment conditions had they not been on family military leave, they will not by virtue of having been on family military leave, be entitled to reinstatement or greater employment rights than the employee would have been absent the family military leave.
- 8.19.6** If an employee fails to return to work upon expiration of a designated family military leave, the Village will assume that the employee has voluntarily resigned, and he/she/they will lose the right to job restoration.

8.20 CIVIL AIR PATROL LEAVE - All employees may use unpaid leave in accordance with the Illinois Civil Air Patrol Leave Act, 820 ILCS 148/1 *et seq.*, as amended. Should any provision of this policy conflict with the Civil Air Patrol Leave Act, the provision of the Civil Air Patrol Leave Act shall govern. Employees are not required to use any accrued and applicable paid leave before taking unpaid civil air patrol leave, but may, at their discretion, choose to use accrued and applicable paid time off if they wish to remain in paid status during the leave period. Employees may continue to take advantage of insurance benefits on the same terms as during active employment.

- 8.20.1** Eligible employees must give the Village at least 14 days' notice of the need for leave, if the leave consists of five (5) or more consecutive workdays. Employees should consult with their supervisor to schedule leave so as not to unduly disrupt business operations. If the leave is less than five (5) consecutive workdays, employees should provide their supervisor with reasonable advance notice. Employees may be required to provide certification from a Civil Air Patrol authority verifying the employee's eligibility for the requested leave.
- 8.20.2** Upon return from civil air patrol leave, the employee will be restored to their prior

position or to a position with equivalent seniority, pay, benefits, and other terms and conditions of employment.

8.21 ELECTION JUDGE LEAVE - In accordance with Section 13-2.5 of the Illinois Election Code, 10 ILCS 5/13-2.5, as amended, the Village will provide unpaid leave to employees who are appointed to serve as election judges. Should any provision of this policy conflict with the Illinois Election Code, the provision of the Election Code shall govern.

8.21.1 Any person who is appointed as an election judge under Section 13-1 or 13-2 of the Illinois Election Code, 10 ILCS 5/13-1 and 10 ILCS 5/13-2, as amended, may be eligible to request this leave. The employee must provide their supervisor or department with a written request for this leave at least 20 days in advance. The length of leave that is granted is dependent on the election judge appointment. Employees may be required to provide a copy of their official election judge appointment notice when requesting leave.

- a) Employees will not be required to use any form of accrued and applicable paid leave, including PTO, annual leave, personal, or compensatory time, to cover their absence while serving in this capacity.
- b) Employees may, however, choose to use accrued and applicable paid time off if they wish to remain in paid status during the leave period.

8.22 EMERGENCY SERVICE LEAVE – In accordance with the Illinois Volunteer Emergency Worker Job Protection Act, 50 ILCS 748/1 *et seq.*, as amended (“Volunteer Protection Act”), Village employees who serve as volunteer emergency workers, and who are absent from or late to work due to their response to an emergency or due to their response to an emergency phone call or text message that requests the employee’s volunteer emergency services, will not be subject to discipline, including termination. Such volunteers shall include members of a fire department of a fire protection district, municipality, or other unit of government, emergency medical technicians (EMT, EMT-I, A-EMT, or EMT-P), ambulance drivers or attendants, first responders, members of a county or municipal emergency services and disaster agency, and auxiliary police or deputies. Should any provision of this policy conflict with the Volunteer Protection Act, the provision of the Volunteer Protection Act shall govern.

If an employee anticipates being late or absent from work due to responding to an emergency, they must make a reasonable effort to notify their supervisor or department director as soon as possible. The Village reserves the right to request written verification of the emergency. Such documentation must be provided by the supervisor or acting supervisor of the applicable volunteer fire department, emergency services organization, or governmental agency and must include confirmation that the employee responded to an emergency and the date and time of the emergency response.

8.23 UNPAID PERSONAL LEAVE OF ABSENCE - Employees who, for personal or other reasons, wish to request time off, but do not qualify for leave under another of the Village’s leave policies, may request an unpaid personal leave of absence. If granted by the Village Manager, this leave of absence is typically for a maximum of up to 30 calendar days.

- a) An employee must apply in writing for this leave of absence and submit the request to their department director and obtain final approval from the Village Manager. The employee’s request should include the reason for the leave, the date on which the employee wishes the leave to begin, the date on which the employee will return to active

employment with the Village, and any documentation supporting the employee's need for leave. If the reason for leave is due to medical reasons of the employee or an employee's family member, the employee should submit medical documentation substantiating the reason for leave. If the reason for the leave of absence is reasonably foreseeable, the employee should request leave at least 30 days in advance. If the need for leave is not reasonably foreseeable, the employee should request leave as soon as possible. Requests for unpaid leave shall be considered on a case-by-case basis and shall be granted or denied by the Village Manager best interests of the Village. Criteria that will be considered includes, but is not limited to, the reason for the leave, the duration of the leave, the effect of the leave on business operations, including the function of the employee's position during the absence and the need for replacement services, and the employee's employment record, including length of service, the employee's history of time off, and the employee's job performance.

- b) Employees on unpaid leave of absence will not accrue or be granted PTO, annual leave, sick leave, personal time, or any other paid time off. If unpaid leave is granted, the employee shall be responsible for payment of all premiums for health care insurance coverage during the leave.
- c) Failure to return from a leave of absence at the agreed upon time shall be regarded as a voluntary resignation. Requests for an extension of personal leave of absence should be submitted in writing to the employee's department director and the Human Resources Director prior to the agreed-upon return date. For any leave exceeding 30 days, reinstatement of the employee to the same or similar position is not guaranteed.

8.24 ABSENCE WITHOUT LEAVE - An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized shall be deemed to an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action, up to and including termination. Any employee who is absent without leave for three (3) consecutive workdays shall be deemed to have resigned.

CHAPTER 9

EMPLOYEE CONDUCT

- 9.1 Standards of Conduct** – The Village recognizes the importance of courteous and respectful internal relationships between co-workers and external relationships between co-workers and the public in providing services to the public. The interests of the public are best served when professional, courteous, constructive, and cooperative relationships exist between employees even when differences of opinion exist, and maintaining cooperative relationships is essential to providing quality service to the public. This extends to Glen Ellyn and non-Glen Ellyn residents, business owners and their employees, Village visitors, vendors, customers, and government officials. The words and actions of all employees reflect on the Village. The words and actions of a single employee can impact the performance and attitude of other employees, as well as the delivery of Village services.

The Village has established the standards of conduct as follows:

- 9.1.1 Fostering Teamwork** – The Village values its employees and seeks to foster a culture of teamwork. All employees must be committed to delivering and maintaining a relationship with fellow employees that is based on honesty, respect, trust, and fairness.
- 9.1.2 Effective Communication** – Effective communication is an essential ingredient of successful organizations. Honest and clear communication helps to facilitate tasks, eliminate redundancy, provide direction, and promote understanding within the organization and is a vital component of providing high-quality services to the community.
- 9.1.3 Providing Quality Customer Service** – Employees shall consistently seek to provide services in a courteous manner. The Village prides itself in providing excellent services.
- 9.1.4 Commitment to Standards** – The Village is committed to cultivating and safeguarding these standards of conduct. The Village's ability to provide quality services to the public is jeopardized by unprofessional behavior. Village employees' ability to work effectively with one another is dependent upon adherence to these standards of conduct.
- 9.1.5** All employees shall comply with the standards set forth herein. Adherence to these standards will be assessed as part of the employee's performance evaluation, and failure to comply with the standards set forth herein may negatively affect performance evaluations and be cause for disciplinary action up to and including termination.
- 9.2 CONDUCT AND WORK RULES** – All employees are expected to conduct themselves in a manner conducive to the Village's efficient operation. The following conduct is prohibited and may result in disciplinary action up to and including termination:
- 9.2.1** Failing to report work on time as scheduled, and failing to be at their work location ready for work at the assigned time.

- 9.2.2** Failing to notify their supervisor when they will be absent from work or unable to report to work on time.
- 9.2.3** Failing to comply with all Village safety rules and regulations, including those contained in this Manual.
- 9.2.4** Not wearing clothing appropriate for the work being performed.
- 9.2.5** Failing to perform assigned tasks and other duties assigned by their supervisor effectively and efficiently.
- 9.2.6** Eating meals outside of meal periods and not in designated areas.
- 9.2.7** Not maintaining workplace and work area cleanliness and orderliness.
- 9.2.8** Failing to treat all persons in a courteous and respectful manner.
- 9.2.9** Engaging in offensive behavior or conduct.
- 9.2.10** Using alcoholic beverages or an illegal controlled substance on Village property or on Village business at any time during the workday or reporting to work while under the influence of alcoholic beverages or an illegal controlled substance. The sale, manufacture, distribution or use of illegal, controlled substances under any circumstances is prohibited.
- 9.2.11** Using profanity or abusive language directed toward fellow employees, supervisors, vendors, guests, or members of the public.
- 9.2.12** Possessing unauthorized firearms or other weapons on Village property.
- 9.2.13** Refusing to follow a supervisor's instruction, being disrespectful to a supervisor or otherwise being insubordinate.
- 9.2.13** Assault or battery of a fellow employee or customer.
- 9.2.14** Misuse of Village property or of another's private property.
- 9.2.15** Gambling on Village property.
- 9.2.16** Falsifying or altering any Village record or report such as an application of employment, a time record, or any other employment, personnel, or Village record.
- 9.2.17** Unsatisfactory work performance, including failure to follow instructions or directions.
- 9.2.18** Conviction of a criminal offense which involves moral turpitude or relates to the performance of an employee's duties.
- 9.2.19** Soliciting, inducing or attempting to induce an officer or employee of the Village to commit an unlawful act or to act in violation of any lawful regulation or order.
- 9.2.20** Taking any fee, reward, gift, gratuity, or other form of remuneration in addition to

regular Village compensation from any source in exchange for special treatment or private gain.

- 9.2.21** Conduct which brings discredit on the Village.
- 9.2.22** Dishonesty in the performance of an employee's duties.
- 9.2.23** Improper political activities during work hours or failure to comply with Village Ethics Policy set forth in this Manual.
- 9.2.24** Abuse of sick leave, other compensated absences, break/lunch periods or any unauthorized absence without leave.
- 9.2.25** Repeated failure/refusal to work overtime.
- 9.2.26** Verbal or physical conduct by any employee which constitutes harassment, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.
- 9.2.27** Use by an employee of Village proprietary information to further personal interests.
- 9.2.28** Appropriation and/or use of Village property and resources for the personal gain of the employee, without prior notice to and approval of the Village Manager.
- 9.2.29** A violation of the Village's attire and grooming policy set forth herein.
- 9.2.30** Disclosing confidential records or information regarding, or in any way related to, the Village, its customers, or its vendors.
- 9.2.31** Unauthorized use of Village photocopying equipment.
- 9.2.32** Defacing, destroying or removing signs, notices, postings or other literature posted by the Village without prior authorization.
- 9.2.33** Sleeping during work hours.
- 9.2.34** Destroying Village documents, records, files, or data without prior authorization.
- 9.2.35** Any other violation of a provision(s) of this Manual.

9.3 PROHIBITION AGAINST SEXUAL HARRASSMENT/DISCRIMINATION/HOSTILE WORK ENVIRONMENT - The Village is committed to a work environment in which all individuals are treated with respect and dignity. Employees have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. The Village expects that all relationships among employees will be business-like and free of bias, prejudice, and harassment. The Village has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination, and retaliation. The Village will make every reasonable effort to ensure that all applicable parties are familiar with this policy and are aware that any complaint in violation of such policy will be investigated and resolved appropriately.

This policy may not be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. No employee shall engage in discrimination or exclusion to avoid allegations of harassment. The law and Village policy prohibit disparate treatment based on sex or any other protected characteristic regarding terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

9.3.1 Non-Discrimination - The Village is committed to maintaining a work environment that is free of all forms of discrimination and harassment, including sexual harassment, which is illegal under the Illinois Human Rights Act ("IHRA") and Title VII of the U.S. Civil Rights Act of 1964 ("Title VII"). In keeping with this commitment, the Village will not tolerate discrimination or harassment by anyone, including any supervisor, employee, resident, vendor, consultant, volunteer, contractor, board member, or other visitors of the Village. This includes conduct not only in the workplace, but also in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

9.3.2 Discrimination - Discrimination consists of employment actions taken against an individual based on an actual or perceived characteristic protected by law, such as sex, race (and traits associated with race including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, age, disability, sexual orientation, gender identity or expression, pregnancy, military or veteran status, genetic information, order of protection status, marital status, reproductive health decisions, family responsibilities, or any other category protected by applicable law. Discrimination occurs when an individual is treated differently or unequally because the individual is a member or a perceived member of a protected group.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, including business meetings, discussions, training, or work-related social activities. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policy of the Village prohibit disparate treatment based on sex or any other protected characteristic, regarding terms, conditions, privileges, and perquisites of employment. These prohibitions against harassment, discrimination, and retaliation are intended to complement and further this policy, not to form the basis of an exception to them.

9.3.3 Whistleblower Compliance - A whistleblower is an employee or contractor of the Village who in good faith reports or threatens to report an activity that they consider to be illegal, dishonest, or a substantial and specific danger to employees, public health, or safety to a department director, board member, other applicable individual, an external public body, or in court or at an administrative hearing or any other applicable proceeding. A whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate Village officials are charged with these responsibilities. The Illinois Whistleblower Act, 740 ILCS 174/1 *et seq.*, as amended, is incorporated herein by reference, and should any provision of

this policy conflict with the Whistleblower Act, the provision of the Whistleblower Act shall govern.

- a) Examples of illegal or dishonest activities are violations of federal, state, or local laws, or rules or regulations promulgated thereto; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.
- b) If an employee has knowledge of or a concern of illegal, dishonest, fraudulent, or dangerous activity, the employee should contact the Human Resources Director, or, if the Human Resources Director is the subject of the complaint and/or not available, the Village Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

9.3.2 Insofar as possible, the confidentiality of the whistleblower will be maintained. However, a whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals with their legal right of defense. The Village will not retaliate against a whistleblower for:

- a) Reporting improper governmental action pursuant to this policy;
- b) Cooperating with an investigation by an auditing official related to a report of improper governmental action; or
- c) Testifying in a proceeding or prosecution arising out of improper governmental action.

9.3.3 Retaliation includes, but is not limited to, termination, compensation decreases, poor work assignments, or any other adverse action that would dissuade reasonable workers from reporting illegal, dishonest, fraudulent, or dangerous activity of their employer. Any whistleblower who believes they are being retaliated against should contact the Human Resources Director immediately. Reports of retaliation must be made in writing and within sixty (60) days of learning of the retaliatory action. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

- a) All reports of illegal and dishonest activities pursuant to this policy must be made in writing and will be promptly investigated.
- b) Upon receiving a whistleblower report, the Human Resources Director will determine whether the claim falls under this policy and, if so, how to best proceed. Employment-related concerns, including, but not limited to, harassment, discrimination, bullying, and other such work-related complaints are not covered by this policy.
- c) The confidentiality of the individual making the complaint, as well as any witnesses, will be respected consistent with the Village's need to investigate.

- d) After a written complaint is received by the Human Resources Director, a written acknowledgment notice may be sent to the complainant that may include a timeline for review, investigation, and resolution. The Human Resources Director may meet with the complainant, respondent, and/or other witnesses as a part of the investigation. The Human Resources Director may conduct multiple interviews if necessary. The Human Resources Director may also request written statements and/or other documentation that may be pertinent to the resolution of the complaint.
- e) If it is determined that the conduct that is the subject of the complaint involves fraud or illegal/egregious conduct, the Human Resources Director is authorized to conduct the investigation in a more formal manner. This may include a report to law enforcement agencies.
- f) Upon completion of the investigation, the complainant and respondent will be notified that the investigation has ended, and a decision has been made. This notification may take place orally or in writing. If the Human Resources Director determines this policy has been violated, the Village Board will be notified. Remedies and discipline for policy violations will be in accordance with applicable law.

9.3.4 Harassment - Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status such as sex, race (and traits associated with race including but not limited to hair texture and protective hairstyles), color, ancestry, national origin, citizenship status, work authorization status, religion, age, disability, sexual orientation, gender identity or expression, pregnancy, military or veteran status, genetic information, order of protection status, marital status, reproductive health decisions, family responsibilities, or any other category protected by applicable law. The Village will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

- a) Epithets, slurs, negative stereotypes or intimidating acts that are based on a person's actual or perceived protected status; and
- b) Written or graphic material circulated within or posted within the workplace that shows hostility toward a person because of their actual or perceived protected status.

The use of language, humor, terms, or phrases which may not seem offensive or derogatory in a context outside the workplace, such as at home, in music, in film, and in comedy, can and likely will be taken as offensive by others in a work setting and thus employees must refrain from using such language.

9.3.5 Sexual Harassment - Sexual harassment, as defined by the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended ("IHRA"), consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment;
- b) Submission to or refusal to engage in such conduct is used as the basis for any employment decisions affecting such individual; or
- c) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

9.3.5.1 Sexual harassment, as defined above, may include, but is not limited to:

- a) Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendoes, gestures, or teasing, leers, sexually explicit or obscene jokes, or other remarks or questions of a sexual nature;
- b) Graphic or suggestive comments about an individual's dress or body;
- c) Displaying sexually explicit objects, photographs, writings, or drawings;
- d) Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
- e) Suggesting or demanding sexual involvement of another employee, whether such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns;
- f) Repeated, unwelcome sexually suggestive comments, gestures, e-mails, texts, messages, or pictures;
- g) Requests for sexual favors in exchange for an employment benefit such as a raise or promotion; and
- h) Subtle or direct threats that a sexual or personal relationship is required for employment, promotion, or other favorable treatment in the workplace.

Even if two or more individuals are engaging in consensual conduct, such conduct could constitute harassment of or discrimination against another individual who witnesses or overhears the conduct and is adversely affected by it.

9.3.6 Investigation Procedure – Employees are responsible to help ensure that harassment and discrimination do not occur and are not tolerated. An individual who believes that they has been subjected to sexual or other types of harassment or discrimination, or who has witnessed harassment or discrimination, should immediately tell the harasser that their conduct is inappropriate if comfortable doing so and then submit a complaint to their department director, the Human Resources Director, the Village Manager, the Village Attorney, or the Ethics Officer or their

designees. The Village encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Therefore, while there is no fixed reporting period, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment and discrimination.

The Village shall promptly investigate all complaints and make all reasonable efforts to resolve the matter. These efforts include, but are not limited to, individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Complaints by an elected/appointed official against another elected/appointed official should be submitted to the Village Manager. The Village Manager shall ensure that an independent review is conducted with respect to such allegations.

The right to confidentiality of the complainant and of the accused will be respected consistently with the Village's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

- 9.3.7 Investigation Results** - In cases of a substantiated complaint, the Village will take responsive action such as requiring training, referring to counseling, or disciplinary action such as a written warning, withholding of a promotion or pay increase, reassignment, suspension without pay, or termination. The Village will also take appropriate action to address a substantiated complaint of discrimination or harassment by a third-party or non-employee. If a party to a complaint does not agree with the resolution, that party may appeal the decision to the Village Manager.

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate discipline up to and including termination.

- 9.3.8 Retaliation Prohibited** - Reporting harassment or discrimination or participating in an investigation will not reflect adversely an individual's status or affect future employment or work opportunities. Any form of retaliation against an individual who reports harassment or discrimination or participates in an investigation is strictly prohibited by the IHRA, Title VII of the federal Civil Rights Act, the Illinois State Officials and Employees Ethics Act, 5 ILCS 430/1-1 *et seq.*, as amended, the Illinois Whistleblower Act, and Village policy. Any employee who retaliates against another for exercising their rights under this policy shall be subject to discipline, up to and including termination. The Village will also take appropriate action to address a third party or non-employee who engages in retaliation.

- 9.3.9 Resolution Outside the Village** - The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to complaints and incidents so that problems can be identified and remedied internally. However, an individual has the right to contact the Illinois Department of Human Rights and/or the Equal Employment Opportunity Commission concerning the filing of a formal complaint.

Contact Information:

Illinois Department of Human Rights

- Chicago: 312-814-6200; TTY: 866-740-3953
- Springfield: 217-785-5100; TTY: 866-740-3953

United States Equal Employment Opportunity Commission

- Chicago: 800-669-4000; TTY: 800-669-6820

9.3.10 Anti-Bullying - The Village prohibits all acts of bullying. Bullying, like other disruptive or violent behaviors, is conduct that disrupts both an employee's ability to positively contribute to the Village on a day-to-day basis and the Village's ability to successfully run its business.

9.3.10.1 "Bullying" is conduct that meets the following criteria:

- a) Is directed at one or more employees;
- b) Substantially interferes with work/prevents work from being accomplished; and
- c) Adversely affects the ability of an employee to contribute in a positive manner in the workplace by placing the employee in reasonable fear of physical harm and/or by causing emotional distress.

Examples of bullying may include but are not limited to:

- 1. Excessive yelling, unfairly or excessively berating the person, constantly talking down to the person, or using an unnecessarily harsh tone of voice;
- 2. Staring, glaring, or other nonverbal demonstrations of hostility;
- 3. Repeated infliction of verbal abuse, such as the recurring use of derogatory remarks, insults, and epithets;
- 4. Spreading malicious rumors, gossip, or innuendo about a person;
- 5. Social exclusion or ostracism or ignoring the person;
- 6. Consistent ignoring or interrupting an employee in front of others;
- 7. Invasion of another's person's personal space;
- 8. Intimidating a person;
- 9. Physical abuse or threats of physical abuse;
- 10. Public humiliation in any form;
- 11. Removing areas of responsibility without cause;
- 12. Constantly changing work guidelines;

13. Establishing impossible deadlines designed for an employee to fail;
14. Withholding necessary information or purposefully giving the wrong information;
15. Personal attacks, e.g., angry outbursts, excessive profanity, obscene gestures, or name-calling;
16. Making jokes that are “obviously harassing” by spoken word, text, or e-mail (see the Non-Discrimination and Anti-Harassment Policy for more guidance in this area);
17. Encouragement of others to turn against an employee;
18. Intruding on a person's privacy by pestering, spying, or stalking;
19. Deliberate exclusion from work-related activities, meetings, or communications without good reason;
20. Sabotage of an employee's work product or undermining of his/her/their work performance;
21. Stealing credit for another person's work product or ideas;
22. Assigning unreasonable duties or workload which are unfavorable to a person in a way that creates unnecessary pressure);
23. Underwork in a way that creates a feeling of uselessness;
24. Being held to arbitrary standards that differ from other similarly situated employees;
25. Criticizing a person persistently or constantly;
26. Belittling a person's opinions, i.e., disagreeing with a person's opinions in a manner that suggests the person is incapable of forming an educated opinion or that the person's opinions are not as important as compared to others;
27. Unwarranted or undeserved punishment;
28. Blocking applications for training, leave, or promotion;
29. Tampering with a person's personal belongings or work equipment;
and
30. Any other malicious behavior that a reasonable person would consider to be highly unprofessional, disturbing, and harmful to one's psychological health.

All employees have a responsibility to stop bullying in the workplace. Bystander support of bullying can encourage further bullying; therefore, the Village prohibits both active and passive support for acts of bullying.

9.3.10.2 Complaint Procedure - An employee who believes that they have experienced or witnessed bullying should immediately tell the individual that their conduct is inappropriate if comfortable doing so and then submit a complaint to their department director or the Human Resources Director. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of bullying. As such, the Village strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Village will make every effort to stop alleged workplace bullying, but can only do so with the cooperation of its employees.

9.3.10.3 Investigative Procedures - The Human Resources Director, or their designee, shall promptly investigate all complaints and make all reasonable efforts to resolve the matter. These efforts may include, but are not limited to, convening conferences with the complainant, the accused, and any witnesses to discuss the complaint and the results of the investigation.

9.3.10.4 The right to confidentiality of the complainant and the accused will be respected consistent with the Village's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct occurred.

9.3.10.5 A substantiated complaint against an employee will subject the individual to disciplinary action, up to and including termination. The Village will also take appropriate action to address a substantiated complaint of bullying by a third party or non-employee. If an investigation results in a finding that the complainant falsely accused another of bullying knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, including the possibility of discharge.

9.3.10.5 Retaliation - The Village prohibits reprisal or retaliation against any person who reports an act of bullying. Any employee who retaliates against another for exercising their rights under this policy shall be subject to discipline, up to and including termination. The Village will also take appropriate action to address a third party or non-employee who engages in retaliation.

9.3.11 Violence in the Workplace — The Village is committed to providing provide a safe and healthy work environment and establishing viable security measures to ensure that the Village's facilities are safe and secure to the maximum extent possible and to properly handle access to the Village's facilities by any off-duty employee, former employee, board member, resident, vendor, and visitor.

9.3.11.1 The Village will take prompt remedial action up to and including immediate termination against any employee who engages in any threatening

behavior, acts of violence, or who uses any obscene or abusive language or gestures. This includes:

1. Engaging in fighting, horseplay, or other conduct that may be dangerous to others;
2. Causing a physical risk or injury to another person (pushing someone, throwing an object, etc.);
3. Making threatening comments, even those that are intended to be made in a joking manner;
4. Behaving in an aggressive or hostile manner which creates a reasonable fear of injury to another person or subjects another individual to emotional distress; and
5. Intentionally damaging the Village's, a vendor's, a resident's, or co-worker's property.

9.3.11.2 The Village shall take appropriate action regarding any former employee, board member, resident, vendor, and visitor to the Village's facilities who engages in the behavior set forth above. Such action may include notifying the Police Department or other applicable law enforcement personnel and prosecuting violators of this policy to the maximum extent permitted by law.

9.3.11.3 The Village prohibits employees, former employees, residents, board members, vendors, and visitors from bringing unauthorized firearms or other weapons, such as knives over 3 inches long, switchblades, swords, explosives, brass knuckles, num-chucks, sling shots, and clubs) onto the Village's premises, at a Village event, while working for or on behalf of the Village, and/or while in the presence of or while working with residents.

9.3.11.4 All employees are responsible for maintaining a workplace that is free from threatening behavior and violence. The Village encourages employees to bring their disputes to the attention of their department director or Human Resources Director or their designees, before the situation escalates. If the situation does escalate or the employee becomes aware of any threatening behavior or violence, they should not place themselves in peril, nor should they attempt to intercede during an incident. Rather, the employee should report any threat, instance of harassment, or violent act observed or experienced at work to their department director, Human Resources Director, or the Police Department, as appropriate. In addition, any employee who has a reason to believe that a violent act may be committed against the Village or an individual related to the business in any way must promptly report that belief or suspicion to the department director, Human Resources Director, or the Police Department, as appropriate.

9.3.11.5 Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the Village, in its sole discretion, deems inappropriate, will be subject to disciplinary action, up to and including discharge.

- 9.3.11.6** Any employee who applies or obtains a protective or restraining order which lists the Village's premises as being protected areas should inform the Human Resources Director. The Village may require an employee to furnish it with a copy of the order.

9.3.12 NON-FRATERNIZATION POLICY - The Village prohibits employees who are in a romantic or sexual relationship from working in a subordinate/supervisory capacity with respect to each other because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. The atmosphere created by the appearance or actual creation of bias, favoritism, intimidation, coercion, or exploitation undermines the spirit of fairness, professionalism, and trust which are essential to a healthy work environment.

Once the relationship is made known to the department director, they must immediately report the situation to the Human Resources Director. The Human Resources Director will evaluate whether one or both parties need to be moved to another job or department considering all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) The Village Manager shall have the discretion in making the final determination whether, and to what extent, one or both parties should be moved to another job or department.

If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, the Human Resources Director will work with the Village Manager or their designee to determine which party can and should be moved. That decision will be based on which employee is best suited to the open position, and which move will be best and least disruptive to the organization.

If it is determined that one or both parties must be moved, but no other jobs are available for either party, or neither party is chosen for the position to which they applied, the parties may be given the option of terminating their relationship or resigning.

9.4 ATTIRE AND GROOMING - Employee appearance and attire should complement a work environment that reflects professionalism, efficiency, and organization. A neat, professional, and well-groomed appearance contributes to the positive impression an employee makes on colleagues and the public. Employees are expected to be suitably attired and groomed during working hours and whenever representing the Village, whether in person or virtually.

9.4.1 Acceptable Attire - Appropriate business attire is required during standard business hours, with casual business attire allowed on Fridays to foster a more comfortable, morale-boosting atmosphere. Clothing and other attire should always be tasteful, clean, neat, appropriate for your duties, in good condition, without tears or holes.

9.4.2 Unacceptable Attire - Unacceptable attire includes, but is not limited to spandex or Lycra clothing, t-shirts, tank tops, tube tops, halter tops, lingerie style tops, bare backs, bare midriffs, off the shoulder tops, jeans shorts, miniskirts, beach wear, provocative attire, i.e., braless or micro-mini look, ripped/torn/wrinkled/faded

clothing, athletic wear, underwear worn as outerwear, flip-flops, crocs, and hats.

9.4.3. Hygiene and Scented Products - Employees are expected to maintain appropriate hygiene standards while at work or performing Village work, including the consistent use of soap and deodorant. Fragrant products, such as perfumes, colognes, and scented lotions, should be used sparingly to prevent discomfort for coworkers and residents with allergies or sensitivities.

9.4.3.1 An employee should dress in a manner suitable for their position and what work will entail. Supervisors will discuss appropriate dress with individual employees and may have additional suggestions on what is deemed appropriate or inappropriate attire, in accordance with the needs of their department.

- a) Supervisors are responsible for monitoring employees' dress, personal appearance, and hygiene within their respective departments. If an employee's appearance or hygiene does not reflect positively on the Village, the supervisor should address the matter privately with the employee to provide guidance on appropriate appearance and hygiene.
- b) A supervisor should instruct an employee to return home and change attire or address hygiene issues for policy violations.
- c) Repeat violations may lead to disciplinary action, up to and including termination.

9.5 DRUG AND ALCOHOL POLICY (NON-DOT DRIVERS) - The Village is committed to providing a safe and productive work environment. Alcohol and drug use and abuse pose a threat to the health and safety of employees and residents and to the security of our equipment and facilities. For these reasons, the Village is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

9.5.1 Prohibited Activity - Whenever employees are working, operating Village vehicles, or present on Village premises, they are prohibited from:

- a) Using, consuming, possessing, buying, selling, manufacturing, or dispensing alcohol, cannabis, or illegal drugs; and
- b) Being under the influence of alcohol, cannabis, or illegal drugs. The only exception is that a moderate amount of alcohol may be consumed at approved Village events, provided such consumption does not adversely affect an employee's behavior or judgment and, if an employee drives a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle.

9.5.2 This policy does not prohibit employees from the lawful use and possession of prescribed medications, except that employees may not use or possess cannabis, including medical cannabis, on the Village's premises, while operating a Village vehicle, or while working. Employees are responsible for consulting with their doctor concerning a medication's effect on their ability to work safely and promptly disclosing any restrictions to their supervisor. In the event an employee fails to

report such restrictions and creates a safety threat, neither a physician's prescription nor other medical reason will be an acceptable excuse for being in violation of this policy. Employees should not disclose underlying medical conditions unless specifically directed to do so.

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

9.5.4 Required Testing

- a) **Reasonable Suspicion** - Employees are subject to testing if there is reasonable suspicion of an employee using or being under the influence of alcohol, cannabis, or illegal drugs while working, on the Village's premises, or operating Village vehicles. "Reasonable suspicion" includes, but is not limited to abnormal conduct, speech, appearance, or odor; detection of alcohol, cannabis, or illegal drugs in the area where an employee has been working; an unexplained decline in work performance or attendance; a reliable report of illegal drug use; an arrest for conduct involving drug-related activity; or other conduct or facts that indicate the employee is under the influence of alcohol, cannabis, or illegal drugs. A department director or another trained supervisor will confirm a reasonable suspicion determination.
- b) **Post-Accident** - Employees are subject to drug and/or alcohol testing when they cause or contribute to accidents which seriously damage a vehicle or Village property, machinery, or equipment, or result in an injury requiring medical treatment away from the scene of the accident. Employees will be tested under these circumstances when a member of management has a reasonable belief that the use of alcohol, cannabis, or illegal drugs contributed to the accident/injury. In these instances, the investigation and testing must take place within two (2) hours of the incident. Under no circumstances will the employee be allowed to drive.
- c) **Return to Duty and Follow-Up** - Employees who have tested positive for alcohol, cannabis, or illegal drugs or otherwise violated this policy, and who are not terminated or are reinstated, are subject to testing prior to being returned to duty. Follow-up testing at times and frequencies determined by the Village may also be required for up to three (3) years.

9.5.5 Collection and Testing Procedures

- a) Employees subject to alcohol testing shall be sent or driven to a designated clinic and directed to provide breath specimens. Specimens shall be collected by trained technicians, using federally approved testing devices, which are regularly calibrated and capable of producing printed results that identify the employee. Positive or inconclusive breath tests or other indications that an

employee may be under the influence may require the employee to be subjected to additional tests, including urine or blood tests.

- b) Employees subject to drug testing shall be sent or driven to a Village-designated clinic and directed to provide urine specimens. Collected specimens shall be sent to a federally certified laboratory and tested in accordance with applicable law and Village policy. There shall be a chain of custody from the time specimens are collected through testing and storage.
- c) The laboratory shall transmit positive drug tests results to a doctor called a medical review officer ("MRO"), who shall offer employees with positive results a reasonable opportunity to establish that their results are caused by lawful (under both federal and state law) prescribed medicines or other lawful substances. Employees with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's own expense. Requests must be submitted no later than three (3) business days following the date of notification of the test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee will be treated as passing the test.

9.5.6 Discipline - Employees who refuse to cooperate in required tests, test positive for alcohol, cannabis or illegal drugs or use, possess, buy, sell, manufacture, or dispense alcohol, cannabis, or illegal drugs on the Village's premises, while operating a Village vehicle, or while working for the Village as set forth in this policy will be subject to discipline, up to and including termination.

9.5.7 Definitions -

- a) **Cannabis:** Includes, all forms of cannabis or marijuana, including both recreational and medical cannabis and marijuana.
- b) **Illegal Drugs:** Means substances that are illegal under state or federal law or whose use or possession is controlled by federal or state law, but are not being used or possessed as directed by a supervising licensed health care professional. This definition includes, but is not limited to, cocaine, PCP, heroin, LSD, amphetamines, and barbiturates, but, for purposes of this policy only, does not include cannabis.
- c) **Refuse to Cooperate:** Means to obstruct the collection process, to submit an altered, adulterated, or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.
- d) **Under the Influence of Alcohol:** Means an alcohol concentration of .04 or more, or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.
- e) **Under the Influence of Cannabis:** Means a confirmed positive test result for cannabis use or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of cannabis use.

- f) **Under the Influence of Illegal Drugs:** Means a confirmed positive test result for illegal drug use or actions, appearance, speech, or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of illegal drug use.
- g) **Village Premises:** Includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased, or managed by the Village.

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

9.5.9 Notification of Drug Conviction - All employees are required to notify their department director if they have been convicted of a criminal drug offense occurring in the workplace. Such notification must take place within five (5) working days after the conviction. For purpose of this requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession, or use of any controlled substance including cannabis.

9.6 DRUG AND ALCOHOL POLICY - This policy applies to every employee who performs any of the following safety-sensitive jobs ("Covered Employees"):

- a) Operates a revenue service vehicle, in or out of revenue service;
- b) Operates a non-revenue vehicle requiring a commercial driver's license ("CDL");
- c) Controls movement or dispatch of a revenue service vehicle;
- d) Maintains, including repairs, overhaul, and rebuilding, of a revenue service vehicle or equipment used in revenue service;
- e) Carries a firearm for security purposes;
- f) Sworn police personnel;
- g) Community service officers;
- h) Glenbard Wastewater Authority Operations employees; and
- i) Public Works CDL holders.

9.6.1 Use of Drugs – Covered Employees are prohibited from using, consuming, possessing, buying, selling, manufacturing, or dispensing illegal drugs at all times.

All covered employees are prohibited from reporting for duty or remaining on duty at any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in relevant regulations. Prohibited drugs, pursuant to federal law, include:

- a) Cannabis (including medical cannabis);
- b) Cocaine;
- c) Phencyclidine (PCP);
- d) Opioids; and
- e) Amphetamines.

9.6.2 Use of Alcohol - Whenever Covered Employees are working, operating Village vehicles, or present on Village premises, they are prohibited from using, consuming, possessing, purchasing, selling, manufacturing, or dispensing alcohol. Specifically, Covered Employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater. All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If such on-call employee claims the ability to perform their safety-sensitive function, they must take an alcohol test with a result of less than 0.02 prior to performance.

Covered Employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions. Covered Employees are prohibited from consuming alcohol for eight (8) hours following involvement in a workplace accident or until the Covered Employee submits to a post-accident drug and alcohol test, whichever occurs first.

A moderate amount of alcohol may be consumed at approved Village events, provided such consumption does not occur in the four (4) hours prior to a Covered Employee will perform a safety sensitive function, and such consumption does not adversely affect a Covered Employee's behavior or judgment and, if the Covered Employee will drive a motor vehicle following the event, does not adversely affect the employee's ability to safely and legally drive the vehicle.

9.6.3 Required Testing

9.6.3.1 Pre-Employment Testing -

- a) A negative pre-employment drug test result is required before a Covered Employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. An individual who cancels more than one pre-employment test will not be considered for employment.

b) If a Covered Employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in a random testing pool during that time, the Covered Employee must take and pass a pre-employment test before the Covered Employee can return to perform a safety-sensitive function.

A Covered Employee or job applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements before performing any safety-sensitive functions.

9.6.3.2 Reasonable Suspicion Testing –

a) Covered Employees shall be subject to a drug and/or alcohol test when the Village has reasonable suspicion to believe that a Covered Employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained Village official because of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

b) Covered Employees may be subject to reasonable suspicion drug testing at any time while on duty. Covered Employees may be subject to reasonable suspicion alcohol testing while the Covered Employee performs safety-sensitive functions, just before the Covered Employee is to perform safety-sensitive functions, or just after the Covered Employee has ceased performing such functions.

9.6.3.3 Post-Accident Testing - Covered Employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

a) **Fatal Accidents** - As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the Village using the best information available at the time of the decision, will be tested.

b) **Non-Fatal Accidents** - As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted of each Covered Employee operating a Village vehicle at the time of the accident if at least one of the following conditions is met:

c) The accident results in injuries requiring immediate medical treatment away from the scene, unless the Covered Employee can be completely discounted as a contributing factor to the accident; or

d) One or more vehicles incur disabling damage and must be towed away from the scene, unless the Covered Employee can be completely discounted as a contributing factor to the accident.

a) In addition, any other Covered Employee whose performance could have contributed to the accident, as determined by the Village using the best information available at the time of the decision, will be tested.

b) A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

9.6.4.6 Random Testing - Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout a calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

a) Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.

b) The selection of employees for random drug and alcohol testing will be made via a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each Covered Employee will have an equal chance of being tested each time selections are made.

c) A Covered Employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the Covered Employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A Covered Employee may be randomly tested for prohibited drug use any time while on duty. *Note: This includes the use of cannabis.*

d) Each Covered Employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

9.6.4.7 End of Shift Random Testing – End of shift random testing may occur anytime a Covered Employee is on duty so long as the Covered Employee is notified prior to the end of the shift. Covered Employees who provide advanced verifiable notice of scheduled medical or childcare commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or childcare commitment, for the period immediately following an employee's shift, must be provided at least four (4) hours before a shift.

9.6.5 Testing Procedures

9.6.5.1 Alcohol Testing - Employees subject to alcohol testing shall be sent or driven to a designated clinic and directed to provide breath specimens. Specimens shall be collected by trained technicians, using federally approved testing devices,

which are regularly calibrated and capable of producing printed results that identify the employee. Positive or inconclusive breath tests or other indications that an employee may be under the influence may require the employee to be subjected to additional tests (urine or blood).

9.6.5.2 Drug Testing - Employees subject to drug testing shall be sent or driven to a Village-designated clinic and directed to provide urine specimens. Employees may provide split specimens and may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens. Collected specimens shall be sent to a federally certified laboratory and tested in accordance with applicable law and Village policy. There shall be a chain of custody from the time specimens are collected through testing and storage.

9.6.5.3 Positive Result - The laboratory shall transmit positive drug tests results to a doctor called a medical review officer ("MRO"), who shall offer employees with positive results a reasonable opportunity to establish that their results are caused by lawful (under both federal and state law) prescribed medicines or other lawful substances. Employees with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee will be treated as passing the test.

9.6.5.4 Dilute Urine Specimen - If there is a negative dilute test result, the Village will accept the test result, and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL. Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation.

9.6.6 Test Refusals – A drug and/or alcohol test refusal shall be considered a positive test and the employee will be immediately removed from performing safety-sensitive functions and referred to a substance abuse professional ("SAP") for a refusal. An employee shall be considered to have refused an applicable test under this policy as follows:

9.6.6.1 Failure to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Village.

9.6.6.2 Failure to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test, unless this happens on more than one occasion.

9.6.6.3 Failure to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he/she/they has left the testing site before the testing process commenced for a pre-employment test has not refused to test, unless this happens on more than one occasion.

9.6.6.4 In the case of a directly observed or monitored urine drug collection, failure to permit monitoring or observation of the provision of a specimen.

9.6.6.5 Failure to provide a sufficient quantity of urine or breath without a valid medical explanation.

9.6.6.6 Failure or decline to take a second test as directed by the collector or the Village for drug testing.

9.6.6.7 Failure to undergo a medical evaluation as required by the MRO or the Human Resources Director.

9.6.6.8 Fail to cooperate with any part of the testing process.

9.6.6.9 Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.

9.6.6.10 Possess or wear a prosthetic or other device used to tamper with the collection process.

9.6.6.11 Admission to the adulteration or substitution of a specimen to the collector or MRO.

9.6.6.12 Refusal to sign a certification at step two of an applicable alcohol testing form ("ATF").

9.6.6.13 Failure to remain readily available following an accident.

9.6.6.14 A verified adulterated or substituted test result.

9.6.7 Consequences for Violations - Following a positive drug or alcohol blood alcohol concentration ("BAC") at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty, referred to an SAP, and subject to termination. Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight (8) hours unless a retest results in the employee's alcohol concentration being less than 0.02.

9.6.8 Voluntary Self-Referral - Any employee who has a drug and/or alcohol abuse problem and has not been the subject of reasonable suspicion, random, or post-accident testing or has not refused a drug or alcohol test may voluntarily refer themselves to their department or the Human Resources Director, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from their safety-sensitive position and shall not return to work until successful completion of a prescribed rehabilitation program.

9.6.9 Prescription Drug Use - Appropriate use of legally prescribed drugs under federal and state law and non-prescription medications by employees is permitted. The use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the department director or the Human Resources Director. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

9.6.10 Notification of Drug Conviction - All employees are required to notify a member of management if they have been convicted of a criminal drug offense occurring in the workplace. Such notification must take place within five (5) working days after the conviction. For purposes of such notice, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession, or use of any controlled substance including cannabis.

9.7 SMOKE FREE WORKPLACE - The Village is committed to protecting the safety and welfare of its employees, residents, and visitors. In accordance with the Illinois Smoke Free Illinois Act, 410 ILCS 82/1 *et seq.*, as amended ("Smoke Free Act"), no smoking of any kind will be permitted in the Village, in any Village owned vehicle, or within 15 feet of any entrance, exit, window, ventilation intake office or work area, restroom, conference or classroom, break room or cafeteria, and/or other common area. This policy applies to all types of tobacco and herbal products and the use of both traditional smoking products, such as cigarettes, cigars, pipes, and electronic smoking devices, such as e-cigarettes and vaporizers. Smoking is only allowed during authorized break times and in authorized areas. Should any provision of this policy conflict with the Smoke Free Act, the provision of the Smoke Free Act shall govern.

9.8 INFORMATION TECHNOLOGY SYSTEMS USAGE - The usage of the Village's information technology systems is governed by Appendix A attached hereto.

9.9 WORKPLACE SECURITY AND INSPECTIONS - To safeguard the property of the Village, employees, residents, and vendors; help prevent the possession, sale, and use of alcohol, cannabis, and illegal drugs on the Village's premises; and help prevent the possession of weapons on the Village's premises, the Village reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Village.

In addition, the Village reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, are the property of the Village and are issued for the use of employees only during their employment with the Village. The Village retains duplicate sets of keys for all desks and cabinets.— Inspections may be conducted at any time at the discretion of the Village.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection will be subject to disciplinary action up to and including termination.

9.10 ILLINOIS FREEDOM OF INFORMATION ACT - The Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, as amended, provides that the Village produce public records in

its possession. Reports, forms, emails, memos, letters, recordings and all other types of documentary materials pertaining to public business may be accessed by individuals or entities.

Employees are advised that records related to electronic communications, including calls, text messages, voicemails, and emails, and electronic files, such as pictures sent, received, or stored on Village-owned cell phones or other electronic devices, including personal phones used for business purposes, may be public information. Information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, digital files, and any other information generated by, created, entered, received, stored or transmitted via the Village's technology resources ordinarily may be obtained through FOIA. Users are required to provide the Village with access to such devices upon request to facilitate compliance with FOIA or other applicable law.

9.11 CONSUMER REPORTS - In compliance with the employee notice and consent provisions of the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681 *et seq.*, as amended, the Village or a Village insurance provider may at any time request a consumer report in connection with your employment with the Village. Such a report is generally only requested to those employees who drive for the Village and only request, with the permission of the employee, driving records available from the Illinois Secretary of State. The Village will provide you with notice of your rights under the FCRA before requesting such a report. Should any provision of this policy conflict with the Fair Credit Reporting Act, the provision of the Fair Credit Reporting Act shall govern. Pursuant to the Illinois Employee Credit Privacy Act, 820 ILCS 70/1 *et seq.*, as amended ("Credit Act"), the Village shall make no employment decision based upon an employee's credit history as set forth in the Credit Act. Should any provision of this policy conflict with the Credit Act, the provision of the Credit Act shall govern.

9.12 LOSS OF PERSONAL PROPERTY - Employees should maintain control of their personal property at work at all times. Lost articles of personal property found by an employee should be returned to the property owner or turned into a supervisor. The Village assumes no responsibility for loss, damage to, or theft of employee personal belongings on Village premises. Employees are advised not to carry large sums of money or other valuables with them to work or while working. An employee whose personal belongings are damaged or lost because of an on-the-job accident should report the accident immediately to their supervisor. The Village Manager shall determine whether reimbursement shall be made due to an accident on a case-by-case basis. Personal cell phones damaged on the job will generally not be replaced or paid for by the Village.

CHAPTER 10

EMPLOYEE DISCIPLINE

10.1 DISCIPLINE - Any employee who violates a provision of this Manual may be subject to disciplinary action up to and including termination. When warranted, the Village will utilize progressive discipline as set forth below except in cases of serious misconduct.

10.2 PROGRESSIVE DISCIPLINE – The Village will generally implement the following steps when discipline is warranted.

10.2.1 Counseling – For minor misconduct, a supervisor or department director may engage in informal supervisory counseling of an employee to advise the employee of a performance issue or first instance of misconduct. Counseling shall be intended to preclude a recurrence of the misconduct. Such counseling will become part of the employee's personnel file

10.2.2 Verbal Reprimand – For a repeated instance of misconduct or misconduct of a more severe nature, a department director or supervisor will typically issue a verbal reprimand. A verbal reprimand shall generally be issued at a meeting with the employee and the employee shall be provided with a description of the misconduct, the action necessary to correct it and engaging in further misconduct will result in more severe disciplinary action. A record of the verbal reprimand shall be prepared and sent to the Human Resources Director and placed in the employee's personnel file.

10.2.3 Written Reprimand - For instances of misconduct for which a verbal warning was issued or misconduct of a more severe nature, a department director or supervisor will typically issue a written reprimand. A written reprimand shall generally be issued at a meeting with the employee and the employee shall be provided with a description of the misconduct, the action necessary to correct it and engaging in further misconduct will result in a suspension without pay, demotion or termination. The employee shall sign the written reprimand indicating its receipt and a failure to sign it should be noted in the reprimand. The written reprimand shall be sent to the Human Resources Director and be placed in the employee's personnel file.

10.2.4 Demotion, Suspension or Termination – In cases where a demotion, suspension or termination are contemplated, the following shall be applicable:

10.2.4.1 The Village Manager may conduct a pre-disciplinary meeting on a date determined by the Village Manager to provide an opportunity for an employee to respond to a charge(s) prior to disciplinary action.

10.2.4.2 In cases involving major violations or serious misconduct, an employee may be immediately placed on paid or unpaid administrative leave prior to a pre-disciplinary meeting. A pre-disciplinary meeting is not all-inclusive, is not to be considered as of right and does not grant any rights to at-will employees.

10.2.5 Demotion - A demotion is the involuntary or voluntary transfer of an employee from their current position to a lower work position. A department director may recommend to the Village Manager that the salary of an employee be reduced

and/or that the responsibilities of the employee be reduced to reflect the lower position. A written statement of the reasons for any contemplated demotion shall be furnished to the employee and a copy filed with Human Resources Department. A demotion shall not be effective until authorized by the Village Manager.

10.2.6 Suspension - A suspension is time without pay for disciplinary reasons. A suspension without pay shall be for such length of time based upon the severity of the violation(s). Any suspension without pay is subject to the approval of the Village Manager. Employees exempt from the provisions of the Fair Labor Standards Act ("FLSA") should generally only be suspended without pay in increments of full workweeks. This section shall not apply to police officers who are governed by the rules of the Village's Board of Fire and Police Commissioners, the Village Code and state statute.

10.2.7 Termination - An employee shall be terminated from employment due to severe misconduct or a failure to improve conduct despite progressive discipline. A termination shall be subject to the Village Manager's approval.

10.3 WORK FORCE REDUCTIONS - The Village Manager may lay off an employee when deemed necessary by reason of shortage of work or Village funds, the elimination of the position, material change in the duties of the position which makes the employee unqualified, or for other related reasons which are outside the employee's control. No temporary or permanent separation of an employee from Village employment as a result disciplinary action shall be considered as a layoff.

10.3.1 If an employee loses any credential necessary to perform their duties, such as a driver's license, the employee may be assigned other appropriate work, if available. If no such work is available, the employee may be laid off. In such cases, the duties performed by the laid off employee may be reassigned to other employees.

10.3.2 When conditions permit, employees on layoff status may be given consideration for reinstatement. Employees who are laid off for more than twelve (12) months will be considered terminated.

10.3.3 A short-term employee who is employed in a position classification affected by a work force reduction shall be separated from employment prior to any probationary or regular employee in the same position. A probationary who is employed in a position classification affected by a work force reduction shall be separated from employment prior to full-time or part-time regular employees in the same position.

10.3.4 Those employees who are displaced from their position because of a reduction in work force shall be given the opportunity to fill other vacant positions for which they are qualified. If there are no vacant positions for which an employee is qualified at the time of a reduction in work force, they will be separated from Village employment.

10.4 GRIEVANCES - Any employee who wishes to file a grievance regarding any aspect of employment may do so, in writing, to the department director no later than fourteen (14) calendar days following the incident. The department director should immediately acknowledge receipt of the grievance and attempt to resolve the matter in fourteen (14) calendar days. The department

director should also aim to file a grievance response to the employee in writing within fourteen (14) calendar days. If the grievance is not satisfactorily resolved, the employee may appeal the department director's decision to the Village Manager within fourteen (14) calendar days of the departmental decision.

The Village Manager shall respond within fourteen (14) calendar days. The decision of the Village Manager shall be final. An employee may respond in writing to the Village Manager's decision that the employee is dissatisfied, which shall be placed in the employee's personnel file.

CHAPTER 11

MISCELLANEOUS

11.1 PERSONNEL FILES - Personnel files are the property of the Village and access to the information they contain is restricted. Generally, only officials and representatives of the Village who have a legitimate reason to review information in a file such as Human Resources Department personnel, the Village Manager, the Deputy Village Manager, Village Attorney, and department directors are allowed access to personnel files. Personnel files are kept locked when no one is present and employee medical records are kept separate from personnel files.

11.2. EMPLOYEE ACCESS TO PERSONNEL FILES - With reasonable advance notice and a written request, an employee or a representative designated by the employee, may review, copy or receive a copy of records in the employee's file, up to two (2) times per calendar year, unless otherwise stated in a collective bargaining agreement. As set forth in the Illinois Personnel Records Review Act, 820 ILCS 40/1 *et seq.*, as amended ("Records Review Act"). Should any provision of this policy conflict with the Records Review Act, the provision of the Records Review Act shall govern.

11.2.1 Records an employee may generally review include:

- a) Personnel documents are used to determine qualifications for employment, promotion, transfer, compensation, benefits, or disciplinary action.
- b) Employment-related contracts or legally binding agreements.
- c) Records related to employee benefits.
- d) Personnel manuals provided to or acknowledged by the employee.
- e) Written employer policies or procedures concerning qualifications for employment, promotion, compensation, benefits, or disciplinary actions.
- f) Certain records, such as letters of reference, test documents, except for cumulative test scores, staff planning materials affecting multiple employees, information of a personal nature about another person, where disclosure would violate privacy rights, investigatory or security records related to criminal conduct or activity that could harm the employer, and trade secrets, citizens lists, sales projections, and financial data are not available for inspection.

11.2.2 Request for Review Process - The process for a request to review a personnel file shall be as follows:

- 11.2.2.1** Employees who wish to inspect, copy, or receive a copy of their file should complete a written request form, available from the Human Resources Department. Written requests must specify the personnel records being requested and whether the employee wishes to inspect, copy, or receive copies. The request must also indicate whether the records should be provided in hard copy or electronic format, and if the

request includes medical records, a signed waiver is required to release medical information to a representative.

11.2.2.2 The Village will provide the requested records within seven (7) working days of receiving the written request. If additional time is required, the employer may extend the deadline by an additional seven (7) calendar days.

11.2.2.3 The inspection will take place at a location reasonably near the employee's place of employment and during normal working hours. Alternatively, inspection may occur at a time or location more convenient for the employee if agreed upon by the employer.

11.2.3.4 Employees may not remove any part of the personnel records during inspection. The Village retains the right to protect records from loss, damage, or alteration to ensure their integrity. Copies of records can be emailed or mailed to the employee upon request, with a fee limited to the actual cost of duplicating the record.

11.3 CHANGES IN PERSONNEL DATA - It is the responsibility of each employee to promptly notify the Village of any changes in personnel data necessary for an applicable benefit to be received. Personal mailing addresses, telephone numbers, number and names of dependents, marital status, insurance beneficiaries, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. The Village is not responsible for the provision of such information for an employee to receive applicable benefits.

11.4 RELEASE OF PERSONNEL DATA - All requests from sources outside the Village for personnel information concerning current or former employees shall be reviewed by the Village Attorney and the Human Resources Director. The Human Resources Director will release information to outside entities in response to written requests only after obtaining the written consent of the individual subject to the inquiry unless otherwise provided by law. In such cases, the Village will typically provide only an employee's job title, dates of employment, and the department's location and address.

11.5 CELL PHONE POLICY - The Village recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellular ("cell") phone. Employees whose positions require the use of a cell phone may participate in either the Village-issued cell phone program or participate in the Village's cell phone stipend program with the approval of a department director and the Finance Director.

11.5.1 Eligibility - General eligibility requirements for both the Village-issued cell phone program and the cell phone stipend program include:

- a) The job function of an employee requires considerable time outside of their assigned work location and it is important to the Village that they are accessible during those times;
- b) The employee's job function requires the employee to have wireless data and internet access;

- c) The employee's job function requires the employee to be accessible outside of scheduled or normal working hours; or
- d) The employee is designated as a first responder for Village emergencies.

11.5.3 Security and Privacy Rights - Any cell phone used for work purposes that has data capabilities must be secured using a method to prevent access to the phone. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor and to the IT Department as soon as possible. Village employees utilizing Village phones have no expectation of privacy regarding such use and the Village may access, monitor, search, or review use of its phones by employees at any time to ensure they are used for Village business purposes.

11.5.4 Plan Cancellation - A Village-issued cell phone or a cell phone stipend is neither permanent nor guaranteed. The Village reserves the right to revoke an employee's cell phone or cell phone stipend if there is a change in eligibility requirements or insufficient funds. In case of a change in a job position with the Village, the employee's department director must review whether the employee's new position requires the need of a Village-issued cell phone or stipend. If it does not, the Village-issued cell phone or cell phone stipend will be revoked. A Village-issued cell phone or cell phone stipend will be immediately revoked upon an employee's leaving Village employment.

11.5.6 Issuance of Village Cell Phone - Upon approval of the department director and the Finance Director, the Village's Information Technology ("IT") Director or their designees will supply the employee with a Village-issued cell phone. The type of cell phone requested (smart phone, basic cell phone) is at the discretion of the employee's department director. The manufacturer of the cell phone is at the discretion of the IT Director. Employees are required to keep Village-issued cell phones in good working order. Replacement of Village-issued cell phones can be requested when a phone is nonfunctional or at the discretion of the IT Director and is not subject to any specific time interval.

11.5.7 Use of Village Issued Cell Phone - Employees are expected to use the Village-issued cell phone primarily for official business. It is acknowledged that occasional brief personal usage may occur; however, such usage should be minimized. If personal use results in additional expenses to the Village, the employee shall reimburse the Village for those costs.

11.5.8 Cell Phone Stipend Authorization - An employee may request a cell phone stipend using the Cell Phone Stipend Agreement form. The completed form should be submitted to the employee's department director for approval. If approved, the department director will send the form to the Finance Director for approval. If approved, the Finance Director will then forward the form to Payroll for processing. If the employee has previously been assigned a Village-issued cell phone, that phone shall be returned to the IT Department which will notify the Village's cell phone provider to cancel service and dispose of the cell phone accordingly. A stipend will be added directly to the employee's paycheck and will be subject to applicable taxes and deductions. The Village Manager shall determine the cell phone stipend amount and evaluate and adjust it periodically to align with market rates. The Village will only pay the stipend amount and not pay any costs that exceed the amount.

The employee is responsible for all aspects of obtaining a cell phone, including purchasing, establishing a service contract, all payments to the service provider, determining plan choices, service levels, calling areas, service and phone features, and accepting termination clauses and payment terms.

The employee may use the phone for both business and personal purposes as needed. The employee may at their own expense add extra services or equipment features. If there are any problems with the employee's cell phone service, the employee shall work directly with the carrier for resolution as soon as possible to minimize service disruption and the employee shall be responsible for any costs or fees associated with the resolution.

If an employee terminates their wireless contract, they must notify their department director and the Finance Department within five (5) business days to terminate the stipend.

The Village does not accept any liability for claims, charges, or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or federal laws, such as cell phone usage while driving, shall be cause to immediately terminate an employee's cell phone stipend. The employee shall be responsible for any costs to cancel service.

11.6 SOCIAL MEDIA - Social Media shall include blogs, other types of self-published online journals, and collaborative Web-based discussion forums including, but not limited to, LinkedIn, Facebook, Instagram, TikTok, YouTube, and X (formerly Twitter). Social media also encompasses any means of communicating or posting information or content of any sort on the Internet, whether to your own or someone else's weblog, journal, personal website, social networking or affinity site, web bulletin board, or chat room.

11.6.1 The use of social media by Village employees, whether on Village time or personal time, on Village-owned equipment or personal devices, and whether the social media use is work-related or personal, shall be subject to the following:

- 11.6.1.1** Social media shall not be used to harass, threaten, bully, or discriminate against fellow employees, residents, board members, vendors, or members of the public.
- 11.6.1.2** Employees posting comments on Village-sponsored sites should clearly identify themselves as employees.
- 11.6.1.3** Confidential Village information shall not be posted or referenced, including trade secrets, marketing lists, resident information, or any other non-public or confidential information.
- 11.6.1.4** If an employee identifies themselves as an employee, the employee shall not identify themselves as a Village spokesperson. A disclaimer shall be used as follows: *"My posts on this site are my own and do not necessarily reflect the views of the Village."*
- 11.6.1.5** The Village shall not be referenced by name when sharing promotional content or examples of promotional content. An employee may list the Village's name and address on their profile.

- 11.6.1.6** An employee may not advertise or sell Village products or services through personal accounts.
 - 11.6.1.7** An employee may not use their Village email address to register on social networks, blogs, or other online tools utilized for personal use.
 - 11.6.1.8** Social media activity shall not interfere with an employee's job duties, the duties of co-workers, or the Village's business operations.
- 11.6.2** The Village reserves the right to monitor its employees publicly available social media activities, including statements or comments posted on the Internet, blogs, forums, and other public sites.

11.7 CONFIDENTIALITY - All employees must safeguard confidential information obtained through their work for the Village. This confidential information includes, regardless of the form or medium in which it is or was created, stored, or preserved, any and all trade secrets as defined by the Illinois Trade Secrets Act, 765 ILCS 1065/1 *et seq.*, as amended, resident lists, resident information, including but not limited to resident account information, bank account numbers, credit card information, addresses, phone numbers, and email addresses, resident histories and preferences, research and development, mailing lists, mailing list strategies, technical information, electronic systems information, private personal information, including pay and discipline information, concerning the Village's employees which is obtained through the performance of one's job duties at the Village, any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect the Village's business, and in particular, any material identified by the Village as "proprietary and confidential." Confidential Information also specifically includes. Exceptions to this provision include any information that is subject to FOIA.

- 11.7.1** Access to confidential information should be on a "need to know" basis and must be authorized by the Village Manager. Unauthorized use or disclosure of any confidential information may cause irreparable harm to the Village and the Village may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek assistance from their supervisor before disclosing it.
- 11.7.2** Employees should use reasonable security measures with respect to confidential information, including but not limited to the following:
 - 11.7.2.1** Confidential information should not be disclosed to any entity or person whatsoever (including other employees of the Village) not having a need to know and authority to know and use the confidential information in connection with the business of the Village and not to anyone outside of the direct employ of the Village, except as required in the performance of the employee's authorized employment duties for the Village;
 - 11.7.2.2** Confidential information should be properly stored when not in use;

- 11.7.2.3** Confidential information should not be shared haphazardly, including via email or text message, without managerial permission;
 - 11.7.2.4** Confidential information should not be removed from the Village's premises without managerial permission; and
 - 11.7.2.5** No copies or photographs should be made of any confidential information except to promote the purposes of the employee's work for the Village.
- 11.7.3** The requirement to protect confidential information shall apply for a period of three (3) years following receipt of such information. The requirement to protect confidential information that qualifies as a "trade secret" under Illinois and/or other applicable law shall remain in effect indefinitely.
- 11.7.4** All confidential information shall remain the sole property of the Village and all copies must be returned to the Village upon termination of employment or upon demand at any other time.

11.8 IDENTITY PROTECTION POLICY - It is important to safeguard social security numbers against unauthorized access because social security numbers can be used to facilitate identity theft as required under the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, as amended. Should any provision of this policy conflict with the Identity Protection Act, the provision of the Identity Protection Act shall govern. Pursuant to the Identity Protection Act, the following shall be applicable:

- 11.8.1** All employees who have access to social security numbers while performing their duties will be trained to protect the confidentiality of social security numbers. Training will include instructions on the proper handling of information that contain social security numbers from the time of collection through the destruction of the information.
- 11.8.2** Only employees who are required to use or handle information or documents that contain social security numbers will have access to such information or documents.
- 11.8.3** Social security numbers requested from an individual will be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- 11.8.4** When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the social security number is being collected and used will be provided.
- 11.8.5** No employee shall:
 - 11.8.5.1** Publicly post or publicly display in any manner an individual's social security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the public.

- 11.8.5.2** Print an individual's social security number on any card required for the individual to access products or services.
- 11.8.5.3** Encode or embed an individual's social security number in or on any cards or documents, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology.
- 11.8.5.4** Require an individual to transmit his/her/their social security number over the internet, unless the connection is secure or the social security number is encrypted.
- 11.8.5.5** Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless state or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.
- 11.8.5.6** Collect, use, or disclose a social security number from an individual, unless: (1) Required to do so under state or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of the Village's duties and responsibilities; (2) The need and purpose for the social security number is documented before collection of the social security number; and (3) The social security number collected is relevant to the documented need and purpose.
- 11.8.5.7** Require an individual to use his/her/their social security number to access an internet website.
- 11.8.5.8** Use the social security number for any purpose other than the purpose for which it was collected.
- 11.8.6** The prohibitions set forth above are not applicable as follows:
 - 11.8.6.1** The disclosure of social security numbers pursuant to a court order, warrant, or subpoena;
 - 11.8.6.2** The collection, use, or disclosure of social security numbers to ensure the safety of other employees;

- 11.8.6.3** The collection, use, or disclosure of social security numbers for internal verification or administrative purposes;
- 11.8.6.4** The disclosure to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors and is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Identity Protection Act on a governmental entity to protect an individual's social security number will be achieved;
- 11.8.6.5** The collection, use, or disclosure of social security numbers to ensure the safety of state and local government employees; persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a state or local government agency facility;
- 11.8.6.5** The disclosure of social security numbers by a state agency to any entity for the collection of delinquent child support or of any state debt or to a governmental agency to assist with an investigation or the prevention of fraud; or
- 11.8.6.6** The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

11.8.7 Public Inspection and Copying of Documents - Notwithstanding any other provision of this policy to the contrary, all employees must comply with the provisions of any other state law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. This includes requests for information or documents under FOIA. Employees must redact social security numbers before allowing the public inspection or copying of the information or documents.

11.8.8 Applicability - This policy does not apply to the collection, use, or disclosure of a social security number as required by state or federal law, rule, or regulation. This policy does not apply to documents that are recorded with a county recorder or required to be open to the public under any law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

11.9 Village Manager Authority - The Village Manager may interpret this Manual consistent with its provisions and issue written interpretations, orders, guidelines, forms and other materials regarding the matters set forth herein.

Chapter 12

ETHICS POLICY

The Village's Ethics Policy is found in Title 1 ("Administrative"), Chapter 12 ("Ethics") of the Glen Ellyn Village Code and is set forth below. Any future amendments to the Village's Ethics Policy shall be incorporated herein and if any provision of the Ethics Policy conflicts with the Illinois State Officials Employees Act, 5 ILCS 430/1-1 *et seq.*, as amended ("Ethics Act"), or any other provision of law, the provision of the Ethics Act or of applicable law shall govern.

1-12-1. Purpose of the Glen Ellyn Ethics Policy.

It is the policy of the Village of Glen Ellyn to uphold, promote, and demand the highest standards of ethical behavior from all elected and appointed civil servants. Accordingly, all elected officials, advisory commissioners and board members, appointed volunteers, employees, and others regulated in this chapter, shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties. All shall comply with all applicable laws, ordinances and policies, and never use their Village position or powers improperly, or for personal or private gain. Undisclosed and unmanaged conflicts of interest are undesirable because they may lead to the appearance that a civil servant is placing his or her interests above the public interest.

The Village of Glen Ellyn and its civil servants share a commitment to ethical conduct in service to the community. The purpose of this ethics policy is to ensure that all persons associated with the Village as civil servants or others regulated in this chapter have clear guidance for carrying out their roles and responsibilities.

1-12-2. Application of laws and policies.

All civil servants of the Village of Glen Ellyn, as defined herein, are subject to the provisions of this ethics policy and applicable state law addressing ethics. In addition, the actions of civil servants, to the extent applicable, shall be subject to the provisions of the Village of Glen Ellyn personnel manual and any other rules of operation and performance, including written contracts, applicable to the performance of their duties.

1-12-3. Definitions.

For purposes of this policy, the following definitions shall apply:

CIVIL SERVANT: Any individual who serves the Village of Glen Ellyn in an official capacity as an elected or appointed official, member of advisory commissions and boards, appointed volunteer or employee.

FAMILY RELATIONSHIP OR FAMILY MEMBER: Any "relationship" defined as follows: spouse, domestic partner, parents, parents of spouse or domestic partner, siblings, siblings of spouse or domestic partner, children (including adopted), and children of spouse or domestic partner (including adopted).

FINANCIAL INTEREST: Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise; whether present, promised or reasonably expected; whether direct or indirect, including interests as

consultant, representative or other person receiving (or who may be receiving) remuneration, either directly or indirectly, as a result of a transaction; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent; whether such interest is held directly or indirectly by the civil servant, the spouse or minor child of such civil servant, or any other person with a family relationship with such civil servant owning or sharing the same household as the civil servant. Interest shall not include:

- a) Interest in a mutual fund or managed account;
- b) An ownership interest of less than five percent in any business entity; or
- c) An interest of general applicability affecting others in similar situations.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government civil servants or the official position of a civil servant.

NONFINANCIAL INTEREST: Any nonfinancial consideration that is substantial enough to affect a civil servant's judgment or that could lead to the appearance that the civil servant's judgment has been affected. Such interests may be direct or indirect, through business, investments, family or personal relationships.

PERSONAL RELATIONSHIP: Any personal relationship that would prevent an individual from acting with impartiality.

RECUSE: To refrain from participation in any official discussion, meeting or deliberation regarding a transaction and, where permitted to vote, to cast a vote of recusal when any vote is taken on such transaction.

TRANSACTION: Any matter, including, without limitation, contracts, work or business with the Village, the sale or purchase of real estate by the Village and any requests for zoning, development or subdivision approvals, including, without limitation, rezonings, variations and special use permits, licenses or other requests, pending before the Village, with respect to which a civil servant performs an official act or action.

1-12-4. Ethics Officer.

- (A) The position of Ethics Officer is hereby established for the Village. The Ethics Officer shall be appointed by the Village President subject to the confirmation by the Village Board. The Ethics Officer must have training in the establishment and performance of ethical standards. The Ethics Officer shall receive the salary that is established by motion at the time of appointment or set from time to time.

Should an ethics complaint be filed, the Ethics Officer will:

1. Determine whether or not the complaint presents a basis for investigation.
2. If the complaint is determined to not present a basis for investigation, no further action will be taken.

3. If the complaint is determined to present a basis for investigation, the Ethics Officer will conduct an investigation.
4. Upon the completion of the investigation, based on its findings, the Ethics Officer will either:
 - (a) Take no further action.
 - (b) Make a recommendation to the Village President and Village Board for consideration of one of the following courses of action:
 - (1) Referral of the matter to the Village Prosecutor for prosecution of violation(s) of local ordinances.
 - (2) Some lesser action deemed appropriate.

The Village Board shall determine whether the matter should be referred to the Village Prosecutor, or whether some lesser action is appropriate.

The Ethics Officer shall also reply to requests seeking an opinion as to whether a matter may represent a potential conflict of interest, or an actual conflict or other questions regarding this chapter. The Ethics Officer shall also carry out such other duties within the scope of this chapter as shall be specifically directed in writing by the Village President or action of the Village Board.

- (B) Any complaint that a violation of this chapter has taken place shall be in writing, shall be signed and shall be filed with the Ethics Officer. If any other civil servant should receive a written and signed complaint, which has been mistakenly given or sent, it shall be promptly filed with the Ethics Officer.

All civil servants shall avoid situations that present a conflict of interest, or a potential conflict of interest. It is the responsibility of all civil servants to solely serve the public interest of the Village of Glen Ellyn. To achieve that requirement it is necessary to avoid situations that present dual interests that can compromise, or appear to compromise the objectivity of decisions.

- (a) *Prohibited transactions:* No civil servant shall participate in any transaction in which: 1) a "financial interest" as defined in this chapter would present a conflict of interest or a potential conflict of interest, 2) a "nonfinancial interest" as defined in this chapter would present a conflict of interest or a potential conflict of interest, 3) participation would constitute a conflict of interest under the statutes or common law of the State of Illinois.
- (b) *Recusal:* Any civil servant shall recuse himself or herself in connection with any transaction that comes before such civil servant in the course of his or her duties, whenever such civil servant has: 1) any interest in the transaction; 2) any family relationship with a person having an interest in such transaction; or 3) any interest in an applicant appearing before the civil servant in an official capacity, even if the civil servant does not have an interest in the transaction itself.
- (c) *Notification:* Upon becoming aware of any conflict of interest as described in subsection (a) of this section, any civil servant shall promptly provide written notification, within 48

hours, to the appropriate authority of such conflict and the civil servant's recusal from any official action with respect to the transaction, as follows:

1. Employees, appointed officers or appointed volunteers shall notify the director of the department and the Village Manager;
 2. The Village Manager shall notify the Village President and the Board of Trustees;
 3. Members of Boards and Commissions shall notify the Chairperson of such board or commission;
 4. Chairpersons of Boards and Commissions shall notify the Village Manager, village president and the Board of Trustees;
 5. The village president shall notify the Village Manager and the Board of Trustees;
 6. Any person serving in an elected position shall notify the village president, Village Manager and the other members of the Board of Trustees.
- (d) *Nonappearance before same board or commission:* No civil servant required to recuse himself or herself in connection with a transaction shall appear before the board or commission of which he or she is a member with respect to such transaction.
- (e) *Nonparticipation and disclosure before other board or commission:* Any civil servant who has actual knowledge that he or she, individually or through a family relationship, has an interest in a transaction pending before a board or commission on which the civil servant does not serve as a member, either: 1) shall not appear or participate personally before the other board or commission on which he or she does not serve relating to such transaction; or 2) shall disclose such interest on the record prior to participating in any proceeding before a Village Board or Commission.
- (f) *Potential conflict of interest:* The Glen Ellyn community has a right to expect that the public interest will be served by all individuals involved in local government. To maintain the public trust it is imperative that civil servants present an image of objectivity and fairness in all official actions. Civil servants have the continual and ongoing obligation to promptly disclose not only any known conflicts of interest but also to identify any issues that may have the potential for a conflict of interest, and if they are in doubt to seek the opinion of the Ethics Officer. When such advice is sought, the Ethics Officer will determine if the potential conflict requires the civil servant to take or refrain from taking some action.

1-12-6 Gift ban.

No civil servant or family member shall accept any prohibited gift, favor or consideration from any person or entity directly or indirectly involved in business dealings with the Village. Nor shall any civil servant accept any prohibited gift, favor or consideration of value that may influence, or has the appearance of influencing a civil servant in the performance of their public duties.

- (A) *Prohibited gifts:* Except as otherwise provided in this section, no civil servant shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state statute, rule, or regulation. A prohibited source shall be any person or

entity who is seeking an action or inaction from the Village, is doing business or seeks to do business with the Village, conducts activities regulated by the Village or has interests that may be substantially affected by the performance or nonperformance of the civil servant. This ban applies to and includes the spouse of and immediate family living with the civil servant. No individual shall intentionally offer or make a gift that violates this section.

(B) *Exceptions:* The restrictions do not apply to the following:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the civil servant pays the market value.
3. Any contribution that is lawfully made under the election code or under this chapter or activities associated with a fundraising event in support of a political organization or candidate.
4. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
5. Anything provided by an individual based on a personal friendship unless the civil servant has reason to believe that, under the circumstances, the gift was provided because of the civil servant's position and not because of personal friendship. In determining whether a gift is provided on the basis of personal friendship the civil servant shall consider the circumstances under which the gift was offered, such as:
 - (a) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - (b) Whether to the actual knowledge of the civil servant the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - (c) Whether to the actual knowledge of the civil servant the individual who gave the gift also at the same time gave the same or similar gifts to other civil servants.
6. Intragovernmental and intergovernmental gifts. For the purpose of this section, "intragovernmental gift" means any gift given to a civil servant from another civil servant of the Village, and "intergovernmental gift" means any gift given to a civil servant by an official of any other governmental entity.

7. If provided for in the Village's budget, the recognition of a civil servant's life event such as birth, death, marriage, illness, or retirement such as flowers or a donation.
 8. Bequests, inheritances, and other transfers at death.
 9. Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are: a) consumed on the premises from which they were purchased or prepared or b) catered. For the purpose of this section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means.
 10. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.
 11. Each of the exceptions listed in this section is mutually exclusive and independent of one another.
- (C) *Gift ban; disposition of gifts:* A civil servant does not violate this section if the civil servant promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under section 501(c)(3) of the internal revenue code of 1986, as now or hereafter amended, renumbered, or succeeded.

1-12-7. Political activity.

- (A) *Political activities:* Employees shall not intentionally perform any political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any Village property or resources by engaging in any political activity for the benefit of any campaign for elective office or any political organization.
- (B) *Coerced political activity:* At no time shall any elected civil servant or supervisory employee intentionally misappropriate the services of any employee by requiring that employee to perform any political activity as part of that employee's duties, as a condition of Village employment, or during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off).
- (C) *Compensated political activity:* A Village employee shall not be required at any time to participate in any political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
- (D) *Rewarded political activity:* A Village employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any political activity, which is prohibited under subsection (A), (B) or (C) of this section.
- (E) *Exceptions:* Nothing in this section prohibits activities that are otherwise appropriate for a Village employee to engage in as a part of his or her official employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law.

1-12-8. Treatment of confidential and sensitive information.

No civil servant or former civil servant shall disclose or improperly utilize any confidential information learned during employment with the Village without prior authorization.

Authorization for disclosure by elected civil servants and the Village Manager shall be provided by the Village President in writing. Authorization for disclosure by employees shall be provided by the Village Manager in writing.

"Confidential information" shall mean any nonpublic information, written or otherwise, including information exempt from disclosure pursuant to the open meetings act, the freedom of information act, or information exempt from disclosure pursuant to written agreement.

1-12-9. Use of authority/influence.

- (A) *Use of position to influence employment for others:* No elected civil servant shall directly or indirectly communicate with staff seeking to influence the hiring or termination of an employee or contractor. Such discussions shall be conducted with the Village President or Village Manager, or in accordance with the requirements of the open meetings act, with members of the Village Board.
- (B) *Use of position to seek favors for self or others:* No civil servant shall directly or indirectly obtain or seek to obtain preferential treatment for himself or herself or any other individual or entity. Civil servants shall follow the same rules, regulations and processes that are applicable to the general public. Village staff shall maintain a record of all written or oral communications from all elected officials and department heads in which the requester appears to be directly or indirectly seeking to obtain preferential treatment for himself or herself or any other individual or entity. The communications from department heads should always be reported when they involve requests unrelated to that individual's duties in the Village. All such requests should be reported to the Village President and to the Village Manager, who may choose to inquire from the Ethics Officer or the prosecutor whether the communication constitutes a violation of this chapter. Village staff may also transmit communications from other civil servants which they believe may violate this code.
- (C) *Use of position to misrepresent official policy:* No civil servant shall utilize his or her role to intentionally misrepresent the policy or position of the Village of Glen Ellyn.
- (D) *Discrimination:* No civil servant shall engage in discriminatory behavior based upon race, age, sex, sexual orientation, gender identity, religious affiliation, marital status or any other protected status under applicable law.

1-12-10. Statement of economic interest.

In accordance with state statutes, the Village Clerk annually prepares a list of civil servants who are required to file a statement of economic interest. All civil servants subject to the law are required to complete and file the statement in accordance with the deadlines established by the DuPage County clerk.

1-12-11. Vendors.

To the extent that vendors such as the supplier of goods or services to the Village perform tasks as representatives or agents of the Village, they shall be subject to the provisions of this chapter,

as if they were civil servants. Their exposure as persons whose actions would subject them to violations of this chapter shall be limited to the actual times when they supply goods, or perform services for the Village and interact with persons or entities who are seeking or resisting municipal actions.

1-12-12. General penalty.

Any civil servant, excluding appointed volunteers, convicted of a violation of any section contained within this chapter shall be fined a sum of not more than \$750.00 for each violation. A violation committed shall be considered a separate offense each day. In addition, violations of the provisions of this chapter may be utilized to take disciplinary action up to and including discharge for civil servants who are employees, serve in appointed offices, or are appointed volunteers. Elected officials, who violate any provisions of this chapter, may, upon conviction, be fined as provided for in this section, and such violations may be utilized by the corporate authorities to determine whether that person's actions should be censured.

Appendix A

Village of Glen Ellyn Information Technology Policies and Procedures



Effective Date: 11/1/2020
Last Updated: 11/1/2020

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Purpose

This policy governs the use of the technology resources owned and operated by the Village of Glen Ellyn, Illinois by employees, volunteers, elected officials, vendors, contractors, and all other authorized users.

Technology includes, but is not limited to, desktops, laptops, mobile devices, networking equipment, networked devices, servers, software, electronic mail, phones, cellular phones, control systems, Internet, Intranet, radio signaling devices, and all other enterprise electronic systems or devices.

This policy shall apply to all Village employees, volunteers, elected officials, vendors, contractors, and other authorized users as defined herein.

Guidelines and Procedures

The Information Technology Director is directly responsible for the management and coordination of all Village Information Technology activities. The Information Technology Director is authorized, with the Village Manager's concurrence, to establish organizational policies and procedures related to Information Technology.

All Information Technology Policies and Procedures are to be approved by the Information Technology Director and the Village Manager or designate. It is the Information Technology Director's responsibility, in conjunction with each Department Head, to administer all approved Policies and Procedures. The Information Technology Director shall be available to answer or clarify any questions concerning these Policies and Procedures.

Definitions

1. **Information Technology (IT) Department** – The administrative department that oversees the Village system/network.
2. **IT Director** – The Information Technology Director of the Village of Glen Ellyn or designee.
3. **Department Director** – The head of an administrative department of the Village of Glen Ellyn or designee.
4. **Employee** – An individual employed by the Village in any capacity.
5. **User** – An individual who has been authorized by the Information Technology Department to access any aspect of the Village network, applications or services.

6. **Data** – Any and all information created, received, distributed, transferred and stored on the system.
7. **System/Network** – Any and all equipment that interfaces directly or indirectly with the Village network, applications, or services. This includes but is not limited to phones, desktops, workstations, laptops, cellular devices, servers, network equipment, internal or external communication networks, tablets, terminals and peripherals.

General Policies

The Village maintains an extensive system of computer and telecommunication resources. Village employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized Village business.

The Information Technology Department shall establish and maintain specific rules and requirements relating to the safe, secure and lawful operation of all devices and the storage of data while connected to Village resources. Adherence to these standards is a requirement for all persons utilizing Village owned devices, or storing and accessing data on Village technology infrastructure. These standards shall be amended as necessary to remain current with various needs and risks.

For assistance interpreting these policies, contact the Information Technology Department. Questions regarding enforcement should be directed to Human Resources.

Specific Policies

Privacy & Security

1. **Privacy** - Authorized users accessing or using the Village of Glen Ellyn network resources should have no expectation of privacy while accessing those resources regardless of the intended use. The Village of Glen Ellyn reserves the right to monitor, intercept, archive, view, or distribute any and all communications and/or content transmitted over the network at any time, and for any reason, without notice of any kind whatsoever to any person accessing such resources, regardless of the source or destination of said communication, subject to all applicable laws.
2. **Public Nature of Electronic Communication** - Electronic communication is a public record like any other public document. Users must understand that any communications created, received or backed up on the Village system may be construed to be public documents and thus may be subject to legal requests for public disclosure. This includes communications that users might think of as personal and private. Electronic communications may be searched for evidence in any legal proceeding.

3. **Securely Transferring Data** - E-mail messages and the transfer of information via the Internet are not secure; please contact the Information Technology Department if you have a need to transfer secure information.
4. **Network Accounts/Passwords** - Information Technology Department is responsible for creation, assignment, and deletion of all user accounts for the Village's systems. The level of access to the network, servers, applications, and personal computers will be coordinated by the Information Technology Department based upon the job tasks for the individual user. Users are responsible for protecting their passwords and access to assigned accounts (network, systems, applications, etc.) at all times. Account passwords are not to be shared with anyone or written down (with the exception of sharing them with the Information Technology Department). Each login account must remain private and unique to a single user. Sharing login accounts among multiple users is prohibited. Any suspected compromise or misuse of an account or password should be reported to the Information Technology Department.
5. **File Tampering** - Employees may not read, alter, or delete any other person's computer files or e-mail without specific authorization from the Information Technology Department.
6. **Electronic File Storage** - All data, documents, and e-mail messages should be stored on the Village's computer networks. Users are solely responsible for backing up all information stored on their local hard disks, desktop folder or any other storage device attached to a personal computer.
7. **Viruses** - The Information Technology Department deploys anti-virus software on all Internet-authorized systems. In the event of a virus detection ***Employees must report all computer virus infections to the Information Technology Department immediately.*** The Information Technology Department will determine and implement an eradication method and notify other departments, if necessary. In the event of a serious computer virus outbreak, Village Internet access may be disconnected. If a department or employee continually contracts computer viruses, they will be disconnected from the Internet until compliance with this policy can be assured.

Electronic Mail (E-Mail)

The Village of Glen Ellyn provides electronic mail (e-mail) to its employees to assist and facilitate business communications. This policy is intended to define the parameters within which e-mail may be used by Village employees in executing their assigned duties.

1. The Village reserves the right to monitor all messages at any time, with or without notice to employees.
2. Use of the e-mail system to send messages that violate any policy of the Village including the Village's policy against harassment is prohibited. Such messages include, but are not limited to, messages that contain sexual implications, racial slurs, or other

comments that offensively addresses someone's age, gender, sexual orientation, religious or political beliefs, national origin or disability.

3. Personal use of the e-mail system should be kept to a minimum with the exception of breaks and lunches. The occasional personal use while working must not interfere with the conducting of Village business or impede normal network traffic or excessively degrade the speed and/or integrity of the network.
4. The e-mail system may not be used to promote private enterprise.
5. The use of e-mail for any illegal or unethical activities, or for any activity which could adversely affect the Village is prohibited.
6. The Village reserves the right to archive any and all e-mail that passes through its systems.
7. Reading, altering, or deleting another person's e-mail or computer files without specific authorization is prohibited. This applies regardless of whether or not the operating system of the computer permits these actions.

Internet

The internet is a useful research and communication resource which is provided to Village employees for uses related to Village business. This policy is intended to prevent the misuse of Internet access. Each individual user is responsible for the appropriate use of this resource.

1. **Laws and Regulations** - Use of the Internet must be in compliance with all applicable federal, state, and local laws, in addition to Village policies. Therefore, Internet access via Village equipment must not be used for illegal, improper, or illicit purposes.
2. **Offensive Content** - A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the Village has no control over and therefore is not responsible for the content of information available on the Internet. Users are prohibited from accessing unacceptable, improper, or pornographic material and/or sites. If an employee is unsure about what constitutes acceptable Internet usage, then he/she should ask his/her supervisor for further guidance and clarification.
3. **Passwords** - The safety and security of the Village's computer system and resources must be considered at all times when using the Internet. Users may not share any password for any Village computer or with any unauthorized person, nor obtain any other user's password by any unauthorized means.
4. **Streaming Services** - Streaming media may use a large amounts of the Village's available Internet bandwidth and should only be used for conducting official Village

business.

5. **Internet “Surfing”** – Users are allowed to *responsibly* “surf” the Internet before/after work and during lunch/break. During work users are permitted to use the internet for official Village business only.

Software

The Information Technology Department purchases and maintains specific software packages for employees to conduct Village business.

1. **Purchase** – Unless otherwise approved by the Information Technology Director, all software purchases are to be both approved and procured by the Information Technology Department to ensure compatibility with existing systems. The Information Technology Department will not be obligated to support software that is not subjected to this process. Unapproved software is subject to removal by the Information Technology Department at the discretion of the Information Technology Director.
2. **Installation** - Installation of all software must be performed by the Information Technology Department or with the permission of the Information Technology Staff. If the software is department or user specific, the software must be approved by the Department Head as well as the Information Technology Department. All software must be scanned for viruses prior to installation on either the Village’s computer networks or any Village-owned computer equipment. Employees may not install personally owned software on Village computer equipment.
3. **Licenses and Copyrights** - No employee may copy, install, or use any software or data files in violation of international, federal, state, and local laws and regulations, applicable copyrights or license agreements. Contact the Information Technology Department if you are unsure about the copyright or license agreement that applies to the software in question. Unlicensed installations of software will be removed from Village equipment by the Information Technology Department.

Hardware

The Village provides and maintains a wide variety of computer equipment including, but not limited to, phones, personal computers, servers, printers and network equipment. This hardware is the property of the Village of Glen Ellyn and is provided to users to assist with their respective job related duties. It is the responsibility of the Information Technology Department to set forth minimum hardware requirements for all computer equipment.

1. **Purchase** – Unless otherwise approved by the Information Technology Director, all hardware purchases are to be both approved and ordered by the Information Technology Department. This ensures both compatibility with existing network infrastructure and that the minimum hardware requirements are met. The Information Technology Department

will not be obligated to support, or allow a network connection to hardware that is not subjected to this process.

2. **Installation/Relocation** – Installation/Relocation of all hardware must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. Only hardware approved by the Information Technology Department will be allowed to be installed on the Village's network. Village staff are not permitted to move or reconfigure any equipment without approval from Information Technology Department Staff.
3. **Replacement & Disposal** – All Village computers, servers, laptops and printers are to be replaced as needed, as determined by the Information Technology Director. The replacement plan is based on the Village's fiscal year. Once replaced, old equipment is considered out of service. All out of service computer equipment will be disposed of by the Information Technology Division unless otherwise directed by the Information Technology Director.
4. **Hardware Administration** – Administration of Village computer equipment must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. This includes, but is not limited to, repair, updating firmware, changing of system settings or any type of hardware modification.
5. **Authorized Systems** – No system may be connected to the Village's network unless it is Village owned equipment, or by the discretion of the Information Technology Director. Employee's personal computers and/or equipment are not permitted to be used on the Village's network. If unauthorized equipment is detected it will be removed immediately and the employee's supervisor will be notified of the offense.

*Exempt to this rule are personal devices connecting to the Village provided public Wi-Fi wireless network connection. This connection is separate from the Village network but provided by the Village.

Staff Status Changes

Department Heads/HR (or designee) shall immediately notify the Information Technology Department when an employee, who has had computer access, is leaving employment with the Village. Department Heads (or designee) also have the responsibility of informing the Information Technology Department of any new hires and/or transfers that require new/changed network logins or network access.

Access and Administration

The Information Technology Department staff will be allowed access, during both working and non-working hours, to all aspects of its computer system in the event that service or emergency repair needs to be performed. In addition, the Information Technology Department is solely

responsible for administering the Village of Glen Ellyn's network and computer systems. Only at the discretion of the Information Technology Director will other Village staff be allowed to administer any aspects of the Village's network and computer systems.

Enforcement and Discipline

Each individual user is responsible for the appropriate use of computer equipment as described in this policy. Every supervisor is responsible for ensuring that his or her subordinates know, understand, and adhere to the contents of this policy. In addition, supervisors are expected to enforce this policy. Employees may be disciplined up to and including termination for improper use of the Village's e-mail system, Internet, Intranet, and Village owned or operated computer equipment and software.



PERSONNEL MANUAL

Revised and Approved
by the Village Board of Trustees
September 12, 2016





PREFACE

THE GLEN ELLYN COMMUNITY

Glen Ellyn is a community rich in spirit and participation. Located in the heart of DuPage County, Glen Ellyn is home for approximately 28,000 residents. A wide range of architecture and an abundance of mature trees give Glen Ellyn a unique historic quality. The preserved natural beauty of Glen Ellyn's landscape is indicative of the deep commitment residents have made on behalf of the community. In fact, our community can best be characterized as a cohesive group of families who enjoy and take pride in their home - the Village of Glen Ellyn. The high quality of life in Glen Ellyn is directly attributable to high resident participation and volunteerism. The Glen Ellyn Volunteer Fire Company is an example of the caliber of citizen service we enjoy.

Glen Ellyn has progressively moved into the future while still maintaining the community's unique character. The Central Business District has been developed into a focal point for Village activity. In addition, the Village has undertaken comprehensive capital improvements which will improve basic infrastructure services throughout the community.

Glen Ellyn is a true source of pride for both its residents and those who act in its service. We are committed to providing quality service through courteous and responsive action. The Village believes that the keys to earning trust and respect of those it serves are a willingness to listen, a high level of responsiveness, and accessibility to our citizens.

GLEN ELLYN VILLAGE GOVERNMENT

Glen Ellyn has a Village Board of Trustees form of government. The Village President supervises Village Officers and presides at all Board Meetings. The legislative body of the Village consists of six Village Trustees. The Village Manager is the chief administrative officer of the Village and is subject to the direction of the Village President and Trustees. In addition, the Attorney for the Village serves under direct of the Village President and Board. Village Board Meetings are generally held on every 2nd and 4th Monday of the month in the Civic Center; Board Workshops are generally held every 3rd Monday of the month. The Village fiscal year begins on January 1 of each year. Monies to support services provided by the Village come from a variety of sources, with the most important revenue sources being income tax, sales tax and direct user fees for services.

Village services are divided into various operating departments: Administration, Finance, Planning & Development, Village Links/Reserve 22, Police, Public Works, and the Glenbard Wastewater Authority. The Administrator's Office oversees daily Village operations and initiates changes to improve daily services, and also houses the public communications, human resources, facilities maintenance, senior services, and information technology functions. Finance provides internal accounting, financial, and budgeting services for the Village. Planning & Development regulates zoning, issues building permits and works with developers concerning new development in the Village. Village Links/ Reserve 22 is primarily responsible for the operation of the Village Links golf course and Reserve 22 restaurant/banquet facilities, in addition to the maintaining the Lambert Lake, and Panfish Park, which are Village-owned passive parks that also serve as important storm water management assets within the community.



The Glen Ellyn Police Department serves and protects the homes, families and businesses in Glen Ellyn. Both the Police Department and the Volunteer Fire Company are accessible in emergencies through the 9-1-1 emergency telephone system. The Public Works Department are responsible for street maintenance, water distribution, system and sanitary/storm sewer maintenance, trees and parkway care, and many other duties which keep the Village clean and orderly. The Glenbard Wastewater Authority is responsible for the treatment of sanitary and storm water effluent. The Village of Glen Ellyn jointly established the Glenbard Wastewater Authority (GWA) with the Village of Lombard through an intergovernmental agreement in 1977.



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CHAPTER 1

1.1 INTRODUCTION

The Village of Glen Ellyn, in extending service to its citizens, recognizes that the well-being and the professional development of its employees is essential to the maintenance of a high standard of operation. Collaboration between the Village leadership and its employees is important for a continued successful operation. It is the purpose of this Manual to establish procedures which will serve as a guide to administrative action concerning various personnel questions. This Manual is intended to indicate how to achieve the aims of the Village's personnel program. All supervisors must be aware of their responsibility in personnel matters. Likewise, each employee will have a central source of information which states expectations, rights, duties, and responsibilities. Accordingly, this Manual will aid both the supervisor and the employee. Every Village employee will receive a copy of this Manual, which should be kept for future reference. It is the employee's responsibility to become familiar with and comply at all times with the contents herein.

Employees should know that this Manual is not intended to create any contract of employment; instead, it continues the current policy of at-will employment. It is simply intended to describe the Village and its present policies and procedures. Needless to say, its policies and procedures and benefits may, and likely will be, changed from time to time as the Village deems appropriate, with or without notice. No representative of the Village, other than the Village Board, has the authority to enter into any agreement for a specific period of time or to make any agreement contrary to the foregoing. Violation of any of the rules or policies of this Manual may result in discipline, up to and including termination.

This Personnel Manual supersedes all previous Manuals, management memos, or Administrative Orders that may have been issued in the past on the subjects covered herein; major amendments and new policies or benefits normally will be adopted by the Village Board. The Village Manager reserves the right to implement updates and corrections with input by the Village Board. The Village Manager from time to time may delegate these responsibilities.

1.2 VISION STATEMENT

The Village of Glen Ellyn is a desirable community in which to live, work and play, with unique character and charm, a small-town feel, urban amenities and a high quality of life.

- o Glen Ellyn has a mix of businesses in its thriving downtown and commercial corridors. It is a destination with a vibrant mix of shopping, dining and special events.
- o Glen Ellyn offers diverse housing, historic and new, on tree-lined streets, close to excellent schools, parks and recreation.
- o Glen Ellyn is a safe community, easily reached by road, train and trail, with easy access to Chicago.
- o Glen Ellyn's success is built on a 21st Century infrastructure, a growing footprint, resident

involvement and a Village government committed to continued financial sustainability.

1.3 COMMITMENT TO EMPLOYEES

The Village of Glen Ellyn has always been an equal employment opportunity employer. The Village of Glen Ellyn is committed to providing a sense of belonging to all employees, to fostering a work environment of mutual trust, respect, dignity, and to encouraging a collective commitment to excellence. It is the Village's belief that it will achieve that goal through the employment of individuals who care about their jobs, take pride in themselves and their contributions, and understand the importance of teamwork. The Village has always taken pride in the abilities and accomplishments of its employees, and recognizes the value of our employees. It is the Village's policy if able, to pay wages and benefits that are competitive with the local comparable market and within the prevailing economic climate. It is also Village policy to communicate directly with employees and to try to work together to resolve employee concerns as they arise. The Village desires mutual cooperation and direct communication. The Village tries to follow a policy of concerned individual treatment for all of their employees.

1.3.1 Employee Suggestions

Employees are encouraged to bring any suggestions regarding methods of work, work routines, or any other aspect of the work situation to their respective Supervisors, Department Directors, or to the Village Manager. Employee suggestions regarding the improvement of Village service will be given thoughtful consideration and response.

1.4 COMPLIANCE WITH LOCAL LAW

The policies of this Manual apply to all Village employees. However, sworn members of the Police Department are also subject to the rules and regulations of the Board of Fire and Police Commissioners, Police Department policies, as well as provisions of Illinois statutes governing sworn police department employees. While the Village believes that this Manual complies with all such laws, to the extent there is a conflict between the terms of this Manual and requirements imposed by any applicable law or ordinance, the Village will fully comply with the law or ordinance. Additionally, Village departments may establish working regulations and operating procedures to supplement, but not contradict, the policies set forth in this Manual. Moreover, if any employee or Department Director becomes aware of Department operating policies that contradict those contained within this Manual, the employee is obligated to promptly notify the Village Manager or his/her designee.

Additional information for Police Officers is available from the following sources: "Policy Manual of the Glen Ellyn Police Department," and the "Rules of the Glen Ellyn Board of Fire and Police Commissioners." These documents are a supplement to, rather than a substitute for, this Personnel Manual. In the event of conflicts between provisions of this Manual and the Fire and Police Commission Rules and Regulations, the policies of the latter shall apply.

1.5 THE MANUAL APPLIES TO ALL EMPLOYEES

This Personnel Manual applies to all full-time, part-time and seasonal employees of the Village of Glen Ellyn and the Glenbard Wastewater Authority. Additionally, it applies to probationary employees who, if they successfully complete their probationary service, would become a regular employee. All Village employees are expected to review and understand this document.

1.6 NOTE REGARDING UNION-REPRESENTED EMPLOYEES

Certain employees of the Village are represented for purposes of collective bargaining by a union. Employees within the union bargaining unit are covered by a written union contract, also known as a "collective bargaining agreement." Many of the policies and benefits described in this Manual apply to both union and non-union employees. However, in the event that there is any discrepancy between the information contained in this Manual and matters contained in a collective bargaining agreement, the provisions of a collective bargaining agreement will control, if any such is in force. In addition, this Manual is not intended to and does not confer any benefits, compensation, or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement.

CHAPTER 2

DEFINITIONS

- 2.1 ANNIVERSARY DATE** – The employee's first day of work for the Village will be considered his/her anniversary date.
- 2.1.1 Promotional Date - The date the employee was promoted to a new position with the Village is the promotional date.
- 2.2 EMPLOYEE** – An employee is a person who has been hired to a position in the Village service in accordance with the hiring practices of the Village. All Village employees are considered “At Will” employees, unless they are under contract with the Board. “At Will” employees may be dismissed by the Village without the employer having to establish “just cause”. The various types of employees are:
- 2.2.1 Full-time - Employees who work a full work week (40 hours) in accordance with the schedule assigned by the Village are considered full time.
- 2.2.2 Part-time - Employees who fill a position in the Village service, but work less than 40 (less than 2080 per year) hours per week are considered part time.
- 2.2.3 Seasonal – Seasonal employees fill positions which are available at regular intervals, but their employment will not last over an extended period of time. Seasonal employees typically work less than 120 days (1,000 hours) in a year, and generally do not qualify for benefits, nor is annual employment guaranteed.
- 2.2.4 Temporary Employees - Employees hired to meet immediate operating demands caused by events including, but not limited to, vacations and extended sickness of current employees, special projects, or natural disasters are temporary employees. Temporary employees do not qualify for benefits.
- 2.2.5 Regular - Employees who have successfully completed a probationary period and are not classified as Seasonal or Temporary are regular employees. Regular employees may be either part-time or full-time during their employment.
- 2.2.6 Acting Appointment - Refers to an appointment of a Village employee to temporarily fill either a position for which a permanent appointee is being sought or a position where the permanent appointee is on leave.
- 2.3 RELATIVE** – Relatives are related by blood or marriage or adoption.
- 2.4 RESIDENT** - A person whose legal residence lies within the corporate limits of the Village of Glen Ellyn is a resident.
- 2.5 SUPERVISOR**- Any individual with authority to schedule and assign work and review the work performance of subordinates is considered a supervisor.
- 2.6 DEPARTMENT DIRECTOR**- Individual who oversees the day-to-day operations of his/her assigned Department. Position reports directly to the Village Manager.

CHAPTER 3

SAFETY

The Village of Glen Ellyn is committed to work place safety. Safe working conditions and procedures are considered as high priorities for all Village employees.

3.1 Supervisor Responsibilities: Each supervisor has full responsibility for the safe actions of their employees and the safe performance of machines and equipment which are in all operating areas, and have the full authority to enforce the provisions of this manual to keep losses at an absolute minimum. Each supervisor shall assume full responsibility for safe and healthful working conditions of employees while they are under his/ her jurisdiction, and:

- 3.1.2 Ensure that all management policies herein are fully implemented for maximum efficiency on the job.
- 3.1.3 Take the initiative in recommending correction of deficiencies noted in facilities where procedures, employee job knowledge, or attitude adversely affects the Village Risk Management efforts.
- 3.1.4 Determine enforcement of work policies by being impartial in taking disciplinary action against those who fail to perform in a safe manner and are prompt to give recognition to those who regularly follow safe work practices.
- 3.1.5 Be sure that each employee is fully trained for the job he or she is assigned to do, that he or she is familiar with Division work rules and he or she certifies in writing that he or she understands that compliance with safety rules is mandatory.
- 3.1.6 Fully cooperate in shutting down operations considered to be an imminent danger to employees or in removing personnel from hazardous jobs when not wearing or using prescribed protective clothing and the prescribed equipment.

3.2 Employee Responsibilities: All employees are required as a condition of employment to exercise due care in the course of their work to prevent injuries to themselves and to their fellow employees and to protect Village equipment. Failure to comply with the Village's safety policies and procedures, and applicable Departmental operating rules, may result in employee discipline. Each employee shall:

- 3.2.1 Report all unsafe conditions to his or her supervisor.
- 3.2.2 Keep all areas clean and orderly at all times.
- 3.2.3 Report all accidents immediately to his or her supervisor.
- 3.2.4 Avoid engaging in any horse-play and avoid distracting others.
- 3.2.5. Learn to lift and handle materials properly.
- 3.2.6. Comply with all Village safety policies and/or Department-specific standard operating procedures. Each employee working at hazardous jobs shall in addition:
 - a. Obey all safety rules and follow work directions. If there is any doubt about the safety of doing the job, he or she shall stop and get instructions from his

or her supervisor before continuing the work.

- b. Operate only the machinery or equipment that he or she has been authorized to operate by his or her supervisor.
- c. Use only the prescribed equipment for the job and use the equipment properly.
- d. Wear the required protective equipment and clothing when working in hazardous operational areas.
- e. Take an active part in fostering an organizational culture of safety-first.

3.3 Reporting an Injury or Fatality: Employees must report all injuries immediately to their supervisor. Supervisors must, then, immediately contact the Village's 3rd party injury reporting service, **MEDCOR** (1-800-775-5866) to treat the injury. MEDCOR will complete **Illinois Form 45: Employer's First Report of Injury** on the Village's behalf. If you believe the injury is serious or life threatening, immediately call 911. All Supervisors must also contact the Finance Department to open up a claim and follow up with a Supervisor's Investigation Report. (All of these forms and MEDCOR contact information are included in the Appendix of this document).

The Occupational Safety and Health Administration and the Illinois Department of Labor also require that any work related fatalities must be reported within 8 hours of finding out about the employee's death. Work related in-patient hospitalizations of one or more employees, amputations or eye loss incidents must also be reported within 24 hours. In these situations, Supervisors should notify Human Resources immediately, who will contact OSHA/IDOL through their 24 hour phone hotline at 1-800-321-OSHA (6742) or electronically at www.osha.gov.

3.4 Workers Compensation

3.4.1 Any Village employee who is injured in the performance of his or her duties is entitled to seek benefits under the Illinois Worker's Compensation Act. Employees are expected to report any injury, no matter how minor. As indicated above, an injured employee is required to timely report any on-the-job injury to his or her immediate Supervisor in order to file an application through the Finance Department for Worker's Compensation benefits. In addition, the employee may be eligible for his or her pension disability benefit.

3.4.2 The Village will provide workers compensation benefits to the employee during a Worker's Compensation leave in accordance with State statute. This applies to all non-sworn employees. If the injury or illness is defined as a serious health condition under FMLA, and the employee is eligible, the worker's comp leave and FMLA will run concurrently.

3.4.3 Public Employee Disability Act (PEDA) affords sworn police personnel their full salary for up to one year as opposed to receiving two-thirds of their salary under the Workers' Compensation Act (i.e. 66 2/3%) or the Illinois Pension Code (i.e. 65%). PEDA benefits are paid from the regular payroll in the same manner as if the employee was in active service. PEDA and workers' compensation benefits are similar in two respects: (1) beneficiaries are not required to expend any accrued vacation time, sick time, or overtime prior to receiving compensation for their injuries; and (2) benefits are not subject to state or federal income taxes.

3.5 Medical Treatment for Work Related Injuries

3.5.1- A work related injury (on the job) is defined as a personal injury by accident arising out of or in the course of employment. Treatment for these injuries is outlined below and supervisory personnel shall ensure compliance. It is not necessary to have a physician treat an injury to validate an on-the-job claim. A minor injury such as a small cut, scratch, or bruise should be treated in the field by someone qualified to administer First Aid from a kit and the injury reported to the supervisor and recorded. The employee will be fully covered for medical treatment later should the need arise. In some cases, injuries occurring at the work site are not found to be arising "out of and in the course of employment." The Village does not determine the validity of a Worker's Compensation claim. All information is transmitted to the Village's insurance provider for review and investigation. No bills will be paid until the incident has been investigated.

3.5.2 - Emergency Medical Treatment is for serious injuries requiring immediate medical treatment, including but not limited to, injuries such as profuse bleeding, broken bones, unconsciousness, etc. shall warrant emergency treatment. The injured person shall be transported to the hospital facility that is equipped to handle the injury nearest the accident scene. For all serious injuries or emergencies, call 911 for an ambulance and administer First Aid, if qualified, as necessary until help arrives.

3.5.3 - Injuries Not Constituting Emergency, but Requiring Physician's care shall initially be treated by MEDCOR Occupational Health medical staff, (1-800 -775-5866) or another doctor as specified by the Village or as requested by employee. On notification that an employee has been injured on the job, the supervisor shall insure that appropriate care is provided. The injured employee should then be taken to one of the Village's occupational health facilities.

3.5.4 – Employees exhibiting injuries that appear to be superficial, but extremely painful or showing unusual symptoms, should be taken to the nearest Cadence Health clinic or sent to Central DuPage Hospital or other doctor as specified by the Village or as requested by the employee. If subsequent treatment is required and the employee prefers to be treated by his or her own family doctor or a preferred specialist, the employee must notify the treating physician, and the Village's insurance adjuster.

3.6 First Aid Treatment in the Field or Office

Superficial injuries such as minor cuts, bruises, small punctures, scratches, etc., maybe treated in the field or office when another employee is present and a First Aid Kit is available. Such injuries shall be a matter of record and promptly reported to the Village as specified above. Superficial injuries shall only be treated by Cadence during normal hours, duty or if another doctor is specified by the Village or as requested by employee. The hospital emergency room should not be used for superficial injuries.

3.7 Doctor and Prescription Bills

After a treatment of an on-the-job injury, bills for medical treatment and medicine are normally sent directly to the Village of Glen Ellyn's Finance Department for payment coordination with the Village's insurance carrier. In the event an employee receives a bill, he/she has the responsibility to forward such bills to the Finance Department for processing immediately upon receipt. The employee is responsible for providing the Village and its insurance carrier his/her treating physician's contact information for billing purposes.

3.8 False On-the-Job Claims

An individual injured while off duty, who falsely claims an on-the-job injury, or an individual who files or assists in filing a false claim, is committing a crime and shall be subject to the full penalties as provided by law as well as disciplinary action up to and including termination of employment.

3.9 Temporary Light Duty Assignments

In order to aid a temporarily injured/ ill employee through the transitional period to full recovery from an injury/illness, the Village may offer temporary light duty assignments, in some circumstances where light duty is available. Light duty is not available for permanent disability situations. Employees must have completed a full year of service to be eligible for light duty. All requests for light duty must go to the Department Director and Assistant Village Manager. Light duty cannot be offered if the treating physician does not state the restrictions and length of time needed for full recovery. If the employee refuses a light duty assignment, a certified letter will be sent to the employee advising when return to work will begin in accordance with the doctor's medical evaluation. In all cases light duty will initially be offered for up to 6 weeks, unless the Village, in accordance with the medical work restrictions, determines a different timeline.

3.9.1 - Scheduled performance reviews, wage adjustments, and job advancements will generally be delayed during the light duty period. Employees on light duty are generally not eligible for overtime. Employees are not permitted, under any circumstances, to perform work that violates their work restrictions. In accordance with a doctor's certificate, light duty may be modified.

3.9.2 - When employees exhaust their light duty period, they will be placed on FMLA if eligible and/or on short term disability. An employee on light duty may not engage in other employment during this period. Violating the terms of light duty will result in discipline, including potential termination.

3.10 Uniforms & Equipment

The Village will provide uniforms, clothing, and Personal Protective Equipment (PPE) as appropriate to certain full time and part-time Facilities Maintenance, Planning and Development, Police, Public Works, Village Links/ Reserve 22, and Glenbard Wastewater Authority employees. Some employees are eligible for work boot allowances. Uniforms may only be worn on duty. Safety equipment shall be worn and/or used as directed and in accordance with individual departmental operating procedures.

3.11 Driver Operations and Use of Village Vehicles

The purpose of this policy is to ensure the safety of those individuals who drive Village vehicles and to provide guidance on the proper use of Village vehicles. Vehicle accidents are costly to the Village, but more importantly, they may result in injury to employees and the public. Additionally, the way in which employees operate our vehicles and equipment can importantly influence (good or bad) public relations. By using courteous and considerate driving habits we can build and sustain positive relations within the community.

3.11.1 - It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the Village of Glen Ellyn endorses all applicable state motor vehicle regulations relating to driver responsibility. The

Village of Glen Ellyn expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. Violations of this policy may result in disciplinary action up to and including termination of employment.

3.11.2 - Employees who operate a Village vehicle shall restrict use of the vehicle to official Village business. Without exception, unauthorized or private use of Village-owned vehicles is prohibited, unless previously authorized by the Department Director and Village Manager. No employee shall be permitted to use a Village-vehicle in connection with his/her secondary employment.

3.11.3 - The use of Village vehicles for business purposes by any Village employee is restricted to the Chicago metropolitan area. Any employee or Department Director requesting to use a Village vehicle for business purposes outside the Chicago metropolitan area must obtain prior permission from the Department Director (or Village Manager approval for Department Director travel).

3.11.4 - Obey all Village, County, State and Federal laws while operating Village vehicles and any time personal vehicles are used on official Village business.

3.11.5 - Ensure that that all proper documentation (e.g. proof of insurance and vehicle registration) is available in the event he/she is requested to produce said documents to a law enforcement officer. This applies to rented or leased vehicles as well.

3.11.6 - Inspect the vehicle which he/she is about to drive, in accordance with established Department work rules.

3.11.7 - If there is evidence of any accident damage, the employee shall report it to his/her supervisor or the Equipment Services Superintendent before driving the vehicle. Employees may potentially be disciplined for unreported damage if a supervisor is not notified prior to using the vehicle.

3.11.8 - Any defects which will affect safe operation of the vehicle shall be promptly reported to the driver's supervisor or the Equipment Services Division. No employee shall operate a Village-owned vehicle in an unsafe condition. Any vehicle damage which is beyond normal wear and tear must be documented and promptly reported to the employee's supervisor and Equipment Services Division.

3.11.9 - Several positions require employees to have and maintain a valid driver's license as a condition of their employment with the Village. In the case of commercially rated vehicles, the proper commercial driver's license for the vehicle's weight and class must be valid, and in possession of the driver. In the event such an employee's driver's license is suspended, revoked or lost, he or she is required to notify the Village immediately.

3.11.10 - Wear seat belts at all times while driving or as a passenger

3.11.11 - Tobacco use is strictly prohibited in all Village vehicles and equipment

3.11.12 - Report to the supervisor any moving or parking violations received while driving on Village business and/or in Village vehicles. Each employee is personally responsible for all traffic citations and parking tickets received.

3.11.13 - Accident Reporting Procedures:

- a. Report to the supervisor in writing all defects noted during the trip.
- b. Call the Glen Ellyn Police Department or the local police jurisdiction responsible for completing a motor vehicle accident report. Employees are expected to fully cooperate with local authorities.
- c. Investigate all collisions involving Village vehicles and report details to immediate supervisor as soon as possible.
- d. For leased or rental vehicles, notify the rental agency immediately.

3.11.14 - Removal or modification of any equipment from a vehicle without written permission of both the Department Director and the Equipment Services Superintendent is prohibited.

3.11.15 - When cargo, materials, or tools are being transported, the driver is responsible for assuring that all items are properly secured to prevent them from shifting or falling from the vehicle or trailer.

3.11.16 - No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on a vehicle not designed or approved by the vehicle manufacture for passenger seating.

3.11.17 - Distracted driving has become a serious threat to motorist and pedestrian safety as new personal electronic devices, such as smartphones, have become commonly used. Illinois law prohibits the use of hand-held cell phones, texting, or using other electronic communications, while driving. Hands-free devices or Blue Tooth technology is permissible under the law. Even using hands-free technology can be a distraction while driving, and roadway safety should always take precedence over conducting Village business via any electronic device.

3.11.18 - Passengers (other than employees) in Village vehicles are prohibited unless the presence of a passenger is specifically required by job function, duties, or circumstances that were beyond the driver's control, or as otherwise approved by the Department Director and/or Village Manager.

3.12 Take-Home Vehicle Policy

3.12.1 - The decision regarding assignment of Village vehicles to employees for commuting purposes shall be left to the discretion of the Department Director and is subject to review and approval by the Village Manager. Personal use, other than authorized commuting, as defined by the Internal Revenue Service is prohibited unless approved by the Village Manager.

3.12.2. - The following managerial positions are regularly assigned take-home vehicles for Village business, including transportation to and from work:

Position	Department
Director of Public Works	Public Works
Chief of Police	Police
Assistant Police Chief	Police
Deputy Police Chief	Police
Executive Director	Glenbard Wastewater Authority
Superintendent of Golf Course Grounds	Village Links/Reserve 22

3.12.3 - Managerial employees whose personal use of a Village-owned vehicle is consistent with the requirements (e.g. emergency response) of the position may take home a Village-owned vehicle for the purposes of conducting Village business; including transportation to and from work and meetings, professional association functions, and for *de minimus* personal use while the vehicle is being driven to-and-from work or while the managerial employee is on call. Take home vehicles for employees are subject to any taxation as may be required under the Internal Revenue Code.

3.12.4 - Village vehicles taken home overnight shall be locked and secured in the responsible employee's driveway or other designated parking space which is in close proximity to the employee's residence.

3.12.5 - With Department Director approval, there may be occasions where the situation warrants an employee to take a Village vehicle home prior to leaving for an out-of-town trip or attending a late evening or early morning meeting, which would require a return to the work place after normal duty hours. The employee may use the Village vehicle only for travel necessary to accomplish official Village business.

3.13 Personally Owned Vehicles Used in Service to the Village

3.13.1 - Employees must ensure that their personally-owned vehicle is safe to operate (e.g. inspect the tires, headlights, taillights, brakes, etc.).

3.13.2 - Accidents in personal vehicles, while on Village business, shall be reported in the same manner outlined above in accordance with Village's Claims Procedures Policy. An employee's personal automobile liability insurance policy is primary to any Village liability coverage. Employees who use personally owned vehicles for Village business should confirm with their insurance carrier that their personal automobile insurance policy provides coverage for this use. For the Village's policy to cover excess liability, the accident must be determined by Human Resources to have occurred during the course and scope of the employee's work duties.

3.13.3 - Those employees who occasionally use their personal vehicle for official Village business may be reimbursed for mileage pursuant to the Village's policy as outlined in the Travel Reimbursement Policy, and in accordance with IRS guidelines. Employees are responsible for submitting the appropriate forms and mileage documentation to their Department Director (or designee) for prior approval.

3.13.4 - Accidents involving the employee's personal injury must be reported to Human Resources for Worker's Compensation investigation purposes.

3.16 Village Owned Vehicle Idling Policy

This policy shall apply to all Village employees who operate Village owned vehicles while performing official duties. This policy is intended to provide guidance to Village employees regarding idling in Village owned vehicles. Controlling unnecessary idling will meet multiple goals.

- Reduce engine wear.
- Save fuel.
- Turning off and starting an engine uses less fuel than letting the engine run for thirty (30) seconds.
- Modern vehicles do not need to be warmed up before driving.
- Driving the vehicle is the most effective way to quickly warm the engine.
- Improve air quality by reducing pollutants emitted from idling vehicles.

3.16.1 - When using a Village owned vehicle, the engine shall not be left to idle for more than ten (10) minutes in any sixty (60) minute period when parked in a parking space, at a job site off the road, or on a side street where parking is permitted, except under the following conditions:

3.16.2 - Idling is necessary while stopped for (i) an official traffic control device, (ii) traffic conditions over which a driver has no control, including, but not limited to: stopped in line of traffic, stopped at a railroad crossing or stopped at a construction zone; or (iii) at the direction of the police or other official traffic controller.

3.16.3 - Idling is necessary for testing, maintenance, repair or diagnostic purposes.

3.16.4 - Idling is necessary for emergency service vehicles, such as fire apparatus, police vehicles, or ambulances that are being used in an official or emergency capacity.

3.16.5 - Idling is necessary to operate auxiliary equipment that is required to accomplish the intended use of the vehicle.

3.16.6 - Idling is necessary to determine that the vehicle and/or off-road piece of equipment is in safe operating condition and is equipped as required by all provisions of law and established safety policies.

3.16.7 - Idling is necessary when the vehicle is not expected to restart due to mechanical or electrical problems.

3.16.8 - Idling is necessary to operate or prepare for operation defrosters, heaters, air conditioners or other equipment in the event of a safety or health emergency.

3.16.9 - Idling is necessary to cool down a turbo-charged heavy duty vehicle in accordance with the manufacturer's recommendation.

3.16.10 - Idling is necessary to provide heat within the cab of the vehicle if the outside temperature is less than 40° F and there is no accessible temperature-controlled area within a reasonable distance.

3.16.11 - Idling is necessary to provide cooling within the cab of the vehicle if the outside temperature is more than 80° F and there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.

3.17 Other Accidents

If an employee has an accident or is witness to an accident during work hours where property damage or personal injury occurs, he/she should:

3.17.1 - Secure names and addresses of all parties involved and of any witnesses to the accident.

3.17.2 - Immediately report the accident to his/her supervisor, no matter how small the accident.

3.17.3 - Refrain from arguing with anyone over who was at fault for the accident. Never make admissions, state assumptions, or make statements regarding who or what may have been responsible for the accident.

3.18 Emergency Contact Information: At the time you are hired, you will be required to provide the Village with emergency contact information. This information will become part of your permanent personnel file. The Village maintains this information in order to help it notify the appropriate person(s) in the event of any type of emergency. Please make sure you keep this information current at all times by contacting your Department Director and also the Finance Department so that the Village's records can be updated.

CHAPTER 4

EMPLOYMENT

4.1 Discrimination Policy, Equal Employment Opportunity and Hiring Procedures

The Village will select the candidate it determines is the most qualified candidate for any position. The Village generally posts vacant positions, and will consider all applicants, including current employees, who have applied for the vacant position. The Village is strongly committed to creating and preserving equal opportunity for all employees and applicants.

The Village will hire individuals upon the basis of their qualifications for the job for which they have applied, which will usually include a consideration of, but shall not be limited to, an employee's experience, performance, knowledge, skills, and ability to perform the essential functions of the position efficiently and effectively, with or without any reasonable accommodation required by law. The Village will not discriminate against any employee or candidate for employment in any manner which would violate Federal or State law because of race, color, creed, religion, sex, marital status, pregnancy status, unfavorable discharge from the military (except dishonorable discharge), national origin, age, sexual orientation, transgender status, disability, or any other legally protected status unrelated to job requirements.

As part of the application process, applicants shall not be required to divulge, nor shall the Village consider any information regarding an applicant's arrest; or criminal history record which has been ordered expunged, sealed or impounded under Section 5.2 of the Illinois Criminal Identification Act. Every effort will be made to hire new employees for positions which best utilize their abilities and in which they will be able to achieve both personal satisfaction and opportunity for growth. The Village will work to provide job-related training and educational opportunities for employees.

4.2 EMPLOYMENT AND PROMOTION OF RELATIVES - This policy applies to all current employees, as well as prospective job candidates that are related to elected or appointed officials and/or Village employees.

4.2.1 –The Village is strongly committed to creating and preserving equal opportunity for all employees and applicants, and desires to be an employer of choice that is committed to hiring and promoting individuals on the basis of merit; that is, the qualifications that the individual possesses for the job for which they have applied, which includes, but is not limited to, the individual's knowledge, skills and ability to perform the essential functions of the job with or without reasonable accommodation

4.2.2 –Relatives of elected or appointed Village officials or Village employees are disqualified from seeking employment with the Village. If legitimate operational needs exist, subject to the approval of the Village Manager, temporary/seasonal part-time employees (typically hired in the Public Works Department and at Village Links/Reserve 22) may be exempt from this hiring restriction and, therefore, can be related to other temporary/seasonal part-time positions---but not elected or appointed Village officials or Village employees.

4.2.3 - The Village will not consider or accept such applications where a promotion of an employee's relative would result in the types of prohibited employment relationships

identified below:

- a) A supervisor/subordinate relationship would, or could reasonably exist between a relative and an employee. If a direct supervisory or managerial relationship would or could reasonably be established, relatives of the current employee cannot be considered as applicants for an open position. *Note:* This provision may be waived by the Village Manager, following the recommendations of both the Department Director and the Assistant Village Manager, if it is determined that the best interests of the Village would be served.
- b) The employment of a relative would create an actual conflict of interest or the appearance of a conflict of interest based on the nature and responsibilities of the open position.

4.2.4 - The terms "elected officials" and "appointed officials" and "relatives" and "employee" are defined as follows:

- a) Elected Officials: Village President and Village Trustees.
- b) Appointed Officials: All those currently holding appointive office in the Village of Glen Ellyn on any Boards, Commissions that are created by Village ordinance or resolution. Additionally, Administrative Hearing Officer and Village Ethics Officer are appointed officials.
- c) Relatives: Persons including: husband, wife, domestic partner, civil union, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, and step relative (e.g. step mother, step brother, etc.). In addition, any of the above listed related to your spouse or child, i.e., your spouse's uncle.

4.3 POST OFFER PHYSICAL EXAM - Candidates for regular employment who have received a conditional offer of employment shall be required, as a condition of employment, to undergo a physical exam, at Village expense, administered by a physician be required for some positions.

4.4 PROBATIONARY PERIOD - The probationary period is a period during which all new employees are given an opportunity to demonstrate their ability to perform the requirements of the position for which they have been hired. This period is 12 months for new employees (except Police Officers). The employee's Department Director shall determine if the employee has successfully completed the probationary period through written recommendation to the Village Manager. (Refer to Admin. Order #19)

4.4.1 Every new employee shall be required to successfully complete a probationary period before becoming a regular employee. This period shall last for twelve (12) months. The probationary period shall begin on the employee's first day of work.

4.4.2 At such times during the probationary period and in such manner as the Department Director may require, the employee's supervisor will make a report regarding the quality of the employee's work. The probationary period may be extended, at the Village's discretion.

After satisfactory completion of the twelve (12) month probationary period, an employee may be eligible for a base pay adjustment based on the supervisor's recommendation and the approval of the Department Head and the Village Manager

or designee. The Village Board will determine available funding each year for pay adjustments. If an employee's probationary period is extended beyond twelve (12) months, he/she will be eligible for the above-described twelve (12) month salary adjustment, only if and when the individual satisfactorily completes the probationary period. If the employee satisfactorily completes the probationary period, a base pay adjustment may, at the sole discretion of the Village, be retroactive to the end of the original probationary period.

4.4.3 Promoted Employees - Upon promotion, a regular employee will become a probationary promotional employee. They will need to successfully complete a six (6) month probationary period. The probationary period for promoted employees shall begin on the employee's first day of work in the position to which the employee has been promoted. Vacation time may be taken during this time. Promotional probationary employees will continue to accrue vacation and sick leave during their probationary period.

4.5 RECLASSIFICATION - Positions may be reclassified to a higher or lower position when the knowledge, skills, abilities and job responsibilities necessary to perform the job have changed enough to warrant such a reclassification. Positions may be reclassified contingent upon the recommendation of the supervisor for the position and approval by the Department Director, Assistant Village Manager, and Village Manager.

4.6 PERFORMANCE DEVELOPMENT SYSTEM (PDS) - Job performance appraisal includes a written evaluation of the employee's job performance. It may include, but is not limited to, the supervisor's comments and recommendations, action plans for both the employee and supervisor and performance goals for the next evaluation period. Information derived from the performance evaluation may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, salary adjustment, merit pay increases, reclassification, demotion, transfer, or continued employment. The appendix of this Manual contains the Village of Glen Ellyn PDS documents.

Each Village employee will be given an annual interview with one or more of their immediate supervisor(s). At this interview the performance over the previous year will be discussed in detail. This performance evaluation will be in written form, and be made a part of the personnel record of the employee.

Performance appraisals should be completed upon the following occasions:

- A. After the first six (6) months of the probationary period for new employees.
- B. Upon successful completion of the probationary period for new and promoted employees.
- C. Upon the completion of the normal annual PDS review cycle, that runs from October 1 through September 30 each year. All reviews encompassing this review cycle must be given to the employee prior to November 15.
- D. At such other times as deemed appropriate by the employee's Department Director.
- E. An employee may request a higher level review from their Department Director. The Village Manager or designee will conduct the higher level review Note: This does not apply to Police Officers below the rank of

Sergeant. If not satisfied, the employee may write a rebuttal to be attached to the evaluation.

In the event that an employee is on disability leave and has not been on the job for more than six (6) months of the evaluation period prior to the annual performance evaluation, the evaluation may be rescheduled for six (6) months, to allow the supervisor adequate time to observe and evaluate the performance of the employee.

4.7 OUTSIDE EMPLOYMENT - (Refer to Admin. Order #30) Regular, full-time Village

employees may not engage in outside work or employment without first providing written notification and receiving written approval from the Department Director and the Village Manager. The Village will generally permit employees to engage in outside employment or work so long as, in the opinion of the Village Manager and the Department Director, the outside work or employment would not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting their primary interest to the accomplishment of their work for the Village or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village.

Employees are prohibited from entering into any arrangement, which involves the performance of services while on Village time or while using Village-owned equipment or property, or that otherwise interferes with the employee's job performance and adversely affects his/her ability to fulfill all job responsibilities. An employee of the Village may not own or be employed by any other entity that would sell or do business with the Village. No employee shall receive compensation, other than from the Village, for their services while on Village time.

4.8 TERMINATION AND RESIGNATION - Termination is the Village's separation of an employee involuntarily from his/her current position. Resignation is an employee's voluntary separation from his/her current position. An employee is free to resign at any time, but the Village requests that the employee submit a written two-week notice at a minimum in advance of resignation.

4.9 RETIREMENT- In accordance with the Age Discrimination in Employment Act (ADEA), the Village imposes no mandatory retirement age on employees.

4.9.1 Pension Funds - Regular full-time employees and part-time employees who work in excess of 1,000 hours per year are included in the Illinois Municipal Retirement Fund. The Police Pension Fund covers sworn Police personnel. To receive money paid into IMRF, forms must be submitted upon resignation or termination of employment. Detailed information concerning Pension Funds may be obtained from the Finance Department.

4.9.2 Social Security and Medicare - For positions that require mandatory contributions to the federally-funded Social Security and Medicare programs, the Village matches your mandatory contributions. These programs provide income and medical benefits in the event of disability or retirement. Additional information regarding these benefits can be obtained from your local Social Security Office. *Note:* Sworn Police Personnel are exempted from Social Security.

4.9.3 Health and Medical Program - In accordance with the Municipal Employee's Continuance Privilege Law (215 ILCS 5/367j) and COBRA legislation, eligible, retired, resigned or terminated employees may continue to participate in the Village Health and Medical Program at their own expense. For detailed

information, please contact the Assistant Village Manager or Finance Department.

- 4.10 EMPLOYEE INFORMATION CHANGE** - An employee must promptly notify both his/her Department Director and the Finance Department, in writing, of any change of home/mailing address, personal telephone number(s), emergency contacts, and e-mail address by completing and signing the designated form(s).

CHAPTER 5

PAY PRACTICES

5.1 PAY PLAN - The Village Board has established a Position Classification and Pay Plan which is intended to provide the following:

- A. A framework for equitable compensation for work of a similar nature and level.
- B. The means for fairly compensating employees for continued good or outstanding service.
- C. Rates of compensation, which are fiscally responsible, market competitive and compare reasonably with those of other employers, and which will aid in the recruitment and retention of qualified personnel.
- D. Nothing in the foregoing shall confer any employee right to a guaranteed pay rate.

The Village Manager is responsible for administering this pay plan. The Village Manager may from time to time recommend to the Village Board amendments to the pay plan when, in his/her judgment, the plan requires alteration. The Village Board retains the right to amend, modify, discontinue or replace the Position Classification and Pay Plan.

5.2 STARTING MINIMUM RATE – The starting minimum rate of pay for a position in the Pay Plan shall be paid upon appointment. Starting rates above the minimum rate may be paid at the discretion of the Department Director with approval of the Village Manager.

5.3 DEDUCTIONS - When an employee is hired, they must submit to the Village the following information: Social Security number, documentation proving U.S. citizenship or legal alien status, and information for pension deduction. An employee must fill out forms for State and Federal Tax Deductions. Other compulsory deductions currently include Social Security, Medicare, and the Illinois Municipal Retirement Fund (for all employees working 1000 hours or more per year) or, in the case of Police Officers, the Police Pension Fund and FOP union dues.

Optional deductions include, but may not be limited to: major medical and hospitalization coverage, life insurance, ICMA Deferred Compensation, Credit Union Savings, and others as approved by the Village Manager. Because of record-keeping requirements on the above deductions, all changes in any employee's status or address must be reported to the Assistant Village Manager or designee. Further information regarding deductions and programs, such as IMRF, may be obtained from the Assistant Village Manager or Finance Department.

5.4 PAYMENT OF WAGES:

- a) Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice.
- b) Salary payment is made biweekly for base salary; Friday through Thursday for hours worked during each 2 week pay period.
- c) Paydays are usually every other Friday [i.e. bi-weekly]
- d) Overtime payment, which is included with the non-exempt employee's base salary payment, is also paid biweekly with such payment covering hours worked in the prior pay bi-weekly period.

- e) It is the Village's policy that employee paychecks will be distributed by supervisors to employees, mailed to his/her home address, or sent via direct deposit to the employee's bank.

5.5 LOST PAY CHECKS - In the event of a lost paycheck, the employee must notify the Finance Department must in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the Village identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Village within 24 hours of the time it is demanded.

5.6 WAGES IN ADVANCE - No advances on future wages will be made under any circumstances. All employees are paid only after work has been completed.

5.7 PAY INCREASES - Salary adjustments within an established range are not automatic, but are dependent upon job performance and the recommendation of the Department Director and final approval of the Village Manager. An employee's salary adjustment will usually be effective January 1 of each year.

5.7.1 Merit Pay Plan:

A. The pay plan allows for the granting of merit-based increases in pay. In some cases, based upon the exceptional performance of the individual, with the recommendation of the Department Director and final approval of the Village Manager, an employee may receive additional compensation. The Village Manager shall notify the Village President of any employee base pay increase exceeding 10 percent.

B. As part of Village's annual budget process, the Village Board, in its sole discretion, authorizes the available funding for employee raises. As part of the Village's annual performance review process, departments may be allotted an annual funded pool of compensation dollars that Department Directors are able to distribute (in addition to base salary increases) to eligible employees based on exceptional performance and merit. Department Directors may develop pay recommendations, which are reviewed and approved by the Village Manager.

C. Employees are eligible for base pay increases between 0-5%. Employees, who are topped out in their pay range, are still eligible to receive a one-time, lump sum merit bonus based upon job performance. Annual review periods run from October 1 through September 30 of each year.

5.8 EFFECT OF PROMOTION - Employees who are promoted to a new position may receive a discretionary increase in pay over their previous rate upon starting the new position.

5.9 EFFECT OF DEMOTION - Employees who are demoted may receive a reduction in salary upon starting the new position based upon the recommendation of the Department Director and with the final approval of the Village Manager.

CHAPTER 6

HOURS OF WORK AND OVERTIME

- 6.1 EMPLOYEE WORKDAY-** Due to the nature of Village service, the normal workday from department to department varies considerably. The Village retains the right to restructure an employee's workday or work period for the purpose of promoting efficient operations.

6.1.1 - The normal work week for regular full-time employees shall consist of five (5) days, Monday through Friday. The full time work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period for a total of 8.5 hours a day. On occasion, breaks may be interrupted or precluded at the discretion of the employee's supervisor. A lunch or work break which is interrupted or precluded shall be resumed or provided later in the same workday. Some departments have union contracts or internal operating policies that further guide employee work day schedules.

- 6.2 TIME REPORTING –** A work hour is any hour of the day that is worked and should be recorded according to the time reporting practice in each department, but at a minimum every quarter hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. For payroll purposes, the workweek covers seven consecutive days, beginning on Friday and ending on Thursday. The usual workweek period is 40 hours. Employees will submit their time record weekly as directed by their supervisor. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules must be appropriately recorded.

6.3 OVERTIME PROVISIONS

- 6.3.1 Authority of the Village - The Village has the right and responsibility to schedule, assign, or cancel overtime work as required. Employees may not work overtime without prior approval from their supervisor; non-exempt employees should also not access job-related e-mails or conduct other business outside of work hours without prior supervisor approval. Employees who work unapproved overtime may be subject to discipline.

It is the nature of municipal service that emergencies and other conditions will exist and require overtime by employees. Therefore, an employee may not consistently refuse overtime assignments.

The Village recognizes that employees may have personal obligations from time to time which prevent the ability to accept overtime assignments. However, personal obligations must be balanced with the obligation for service to the Village. Consistent or improper refusal of overtime assignments will be grounds for disciplinary action. Some departments have union contracts or internal operating policies that further guide when and under what circumstances overtime is paid for approved work.

- 6.3.2 Payment of Overtime - Payment of overtime will be made under two different classifications depending upon circumstances of the workload. In all cases, employees who wish to be compensated for overtime work completed, must promptly and accurately record said time on his/her time sheet and submit the time sheet for approval according to his/her Department's protocols and payroll deadlines.

- A. **Scheduled Overtime** - All scheduled overtime (where an employee has at least 24 hours notice of the overtime assignment) will be paid at a rate of 1½ times an employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week. Only actual hours worked plus compensatory leave will be counted for the purpose of calculating scheduled overtime payment. Sick leave, floating holidays, vacation leave, disability leave, absence due to disciplinary reasons and any other compensated hours not worked will not be considered as hours worked for the purpose of calculating scheduled overtime payment.
- B. **Unscheduled Overtime** - All unscheduled overtime will be compensated directly at the rate of 1½ times the employee's regular hourly rate of pay except for employees who regularly work less than a 40 hour week. Employees who regularly work less than 40 hours per week shall be paid at straight time for hours worked outside the scheduled work week, but less than 40 hours. Due to the overtime expectations and Village need for service at a moment's notice; for purposes of payroll, all overtime worked within the Public Works Department will be considered "unscheduled".
- C. **Call Back Overtime** - All call-back overtime will be compensated at the rate of 1½ times the employee's regular hourly rate of pay regardless of hours worked in a week. Call-back overtime is defined as extra duty where an employee is called back to work in order to perform necessary Village operations. All call-back overtime will be compensated at a minimum of two (2) hours for each occurrence.

6.4 COMPENSATORY TIME- One hour of overtime is equal to one and a half (1½) hours of comp time. Overtime compensation may be made through the use of compensatory time upon the approval of a supervisor. No employee shall be allowed to accumulate more than forty (40) hours of compensatory time in a given year. Any hours in excess of forty (40) are automatically paid.

6.4.1 - Employees shall be paid for their time by January 1. An employee who resigns or is terminated should use their compensatory time before their release. If not, the Village is required to pay them for the accumulated compensatory time.

6.4.2 - Employees seeking to use compensatory time must seek the approval of their respective supervisor, and complete the appropriate Leave Request.

6.4.3 - The Village reserves the right to require employees to cash out the balance of hours or to use the balance of compensatory time off.

6.5 EXEMPT EMPLOYEES- Employees in exempt positions are not eligible for overtime or comp time.

6.6 PYRAMIDING - Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this section.

6.7 EMPLOYEE TRAVEL AND REIMBURSEMENT - Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the Village in accordance with the Village's Travel Reimbursement Policy (Refer to Admin. Order # 7). The Department Director and Village Manager must authorize travel for staff in advance. Employees should verify that planned travel for Village business is eligible for reimbursement before making travel arrangements. Exempt employees will be paid their regular salary for weeks in which they

travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

CHAPTER 7

EMPLOYEE BENEFITS

7.1 VILLAGE HOLIDAYS- The list of the nine (9) official Village holidays: (Refer to Admin Order #43)

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	

- 7.1.1 Holiday Pay - All regular full-time employees are eligible for holiday pay at the regular rate of pay. Employees who work on holidays will be compensated at the rate of 1½ times their regular rate of pay, subject to the approval of the Department Director. Compensatory time off may be taken in lieu of holiday pay for work done on these holidays, subject to the prior approval of the Department Director.
- 7.1.2 Floating Holidays - In addition to the official Village holidays listed above, all full-time, regular employees of the Village will receive two (2) additional floating holiday in a calendar year. One floating holiday will be credited to all regular, full-time employees on January 1 of the year, and the other will be awarded on July 1 of the year. Both floating holidays must be used by the employee in the calendar year in which they were earned. A Floating holiday may be used for any authorized purpose. The employee's supervisor shall approve or disapprove of all floating holiday use requests. A Floating holiday can be taken in full or a half day increments. A Floating Holiday is not paid out if not used. It is also not paid out if an employee is terminated or resigns.
- 7.1.3 Holidays falling on Saturday and Sunday - When a holiday falls on Sunday, the following Monday will be considered the official Village holiday. When a holiday falls on a Saturday, the previous Friday shall be considered the official Village holiday.
- 7.1.4 Special Holiday Provisions -Because of the nature of the service, holiday provisions in the Police Department and the Village Links/ Reserve 22 are somewhat different from those outlined in this section. For further explanation, consult your supervisor or Department Director.
- 7.1.5 Holiday Overtime Computation - Regular Holidays count toward the 40 hour work week for overtime computation. Floating Holidays will not count toward the 40-hour workweek for purposes of overtime.

7.2 ANNUAL LEAVE: Annual leave (vacation time) is paid time off of work.

- 7.2.1 First Year of Service - During the first year of employment, regular, full-time employees shall accumulate annual leave at the rate of 17 days per year.
- 7.2.2 Second Year through Fifth Year of Service - Starting at the commencement of the second year through the completion of the fifth year of employment, regular, full-time employees shall accrue annual leave at the rate of 17 days per year.

- 7.2.3 Sixth Year of Service through Fourteenth Year of Service -Starting at the commencement of the sixth year of employment through the completion of the fourteenth year of employment, regular, full-time employees shall accumulate annual leave at the rate of 22 days per year.
- 7.2.4 Fifteenth Year of Service through Twentieth Year of Service - Starting at the commencement of the fifteenth year of employment and through the twentieth year of employment, regular, full-time employees shall accumulate annual leave at the rate of 26 days per year.
- 7.2.5 Twenty-First through Twenty-Fourth Year of Service - For each additional year after the completion of twenty years of service through the twenty-fourth year, one additional day of annual leave per year is allowed.
- 7.2.6 During the first year of service, the Village Manager, Assistant Village Manager, Department Directors, Assistant Department Directors, and Division Heads shall accrue annual leave at the rate of 17 days per year. At the completion of one (1) year of employment through the completion of five (5) years of employment, these employees shall accumulate annual leave at the rate of 21 days per year. At the completion of five years of employment, these employees shall be entitled to 26 days per year.
- 7.2.7 Probationary employees begin accruing annual leave upon their first day of employment, although no more than three days may be taken during the first six (6) months of employment.
- 7.2.8 The time at which an employee shall take his/her annual leave shall be determined by the Department Director with due regard for the operational needs of the Village.
- 7.2.9 Holidays which occur during an employee's use of annual leave shall be charged as holidays and not as an annual leave.
- 7.2.9 An employee who resigns, with or without notice, or is terminated for any reason, will receive all earned, but unpaid annual leave.
- 7.2.10 Use of Annual Leave: Annual leave may be used for any authorized purpose. The employee's Department Director or designee shall approve or disapprove of all annual leave requests. Annual leave may be requested on a first-come, first-serve basis. Except in those cases where it is used for illness, injury, or a stated emergency, an employee shall schedule the use of annual leave at least 2 days in advance. Vacation time shall be used in one hour increments.
- 7.2.11 Maximum Accumulation: An employee may accumulate up to 40 total days of leave. After 40 days no additional annual leave may be accrued.
- 7.2.12 Refusal or Cancellation of Annual Leave: The Department Director or his/her designee may refuse to approve a vacation leave request if he/she finds the time period requested to be inappropriate, or is unreasonably detrimental to maintaining effective Village operations.

Paid Time Off (PTO) for Part-Time and Seasonal Employees (Refer to Admin. Order #46)

7.3 BENEFIT PACKAGE - The Village Benefit Package is available for all regular, full-time employees. This package includes not only the aforementioned paid holidays and vacation leave, but also consists of a major portion of the payment for medical insurance, dental insurance, life insurance, an employee assistance program and optional coverage for the employee's dependents. More information may be obtained from the Assistant Village Manager. **(See Appendix A-C)**

7.4 TUITION ASSISTANCE PROGRAM- The purpose of the Tuition Assistance Plan (TAP) is to encourage employees to pursue continued education which will benefit both the employee and the Village. This program is intended to be used for long-term, degree-seeking course work. Seminars or short courses, or credit courses expressly required by the Village, are not to be considered as part of this program, and fees will be prepaid in total by the Village. The cost of short courses and seminars is not to be added into the total allowable benefit under the TAP.

7.4.1 POLICY: The Village of Glen Ellyn wishes to be, whenever possible, a participant in the cost of relevant educational programs for employees interested in attaining a higher level of technical or general competence through continued education. Such course work should provide employees with knowledge and skills necessary to increase proficiency on their present jobs, and/or to prepare them for appropriate promotional opportunities. **(Refer to Admin. Order #48)**

7.4.2 RESPONSIBILITY: It is the responsibility of each Department Director to see that eligible employees are aware of the provisions of this program, and to assure that its rules of eligibility are met.

7.4.3 ELIGIBILITY RULES:

- A. An applicant must have satisfactorily completed his or her probationary period before that person is eligible to participate in the program.
- B. An employee is not eligible for participation in the TAP unless evaluated to be in good standing in his or her present position.
- C. An employee is eligible under the TAP only after all other sources of assistance are exhausted (Veteran's benefits, grants or other tuition assistance sources). In no case can any combination of assistance exceed the total cost of the course.

7.4.4 SCHOOLS: Applications may be made only for attendance at a school of recognized educational standing, such as an approved high school, or accredited college or university, correspondence school or vocational school. Applicants may be required to furnish information as to the accreditation of particular institutions or programs.

7.4.5 COURSES:

- A. Courses must be related to the duties of the positions held by the employee or be in preparation for greater responsibility in his or her general field of w
- B. Courses may not be included which can be more effectively or economically completed as in-service training
- C. Employees are expected to take courses on their own time, except under circumstances approved by the Department Director. In no case will the Village pay an employee overtime to take a course under this plan

D. Courses repeated or audited will not be eligible for assistance.

7.4.6 APPLICATION PROCEDURES:

- A. To be eligible for the TAP, Department Director permission must be received.
- B. The TAP-1 form should be completed and forwarded to the Department Director for approval.
- C. Upon approval, the TAP-1 form will be returned to the point of origin, and the employee notified. A copy should be forwarded to the Assistant Village Manager for review and approval. A TAP-1 form must be completed and approved prior to enrollment in each course.

7.4.7 APPLICATION FOR REIMBURSEMENT:

- A. Eligible employees may be reimbursed for up to \$2,400 per Village fiscal year for tuition and books for approved courses. The Village fiscal year is January 1 through December 31. Reimbursement per credit hour shall not exceed \$200. The reimbursement per credit hour is a maximum allowable and is inclusive of all educational costs such as books, course fees and supplies.
- B. Reimbursement will be made upon successful completion of the course, with a grade of C or better. Failure to attain a grade of C or better will subject the employee affected to return to the Village in-full, all amounts advanced to him/her for that course.
- C. Upon completion of an approved course, the employee shall receive the appropriate reimbursement provided that:
 - 1. a copy of the pre-approved TAP-1 form is submitted to the Assistant Village Manager;
 - 2. a transcript of the final grade is submitted as evidence of completion of the course with the final grade of C or better;
 - 3. receipts are provided showing the amount paid by the employee per credit hour and all other educational costs incurred;
 - 4. that the above information is submitted to the Department Director for review and approval.
- D. After approval by the Department Director, the above items should be forwarded to the Assistant Village Manager for processing.

7.4.8 GENERAL PROVISIONS:

- A. Approval of tuition reimbursement is contingent upon the availability of funds in the current year budget and the adherence to the policies and procedures outlined in this document. Annual funding of this program is not guaranteed.
- B. An employee leaving Village employment or dropping a course prior to completion shall not be entitled to assistance.
- C. An employee leaving Village employment before one (1) year following receipt of assistance will be required to reimburse the Village for one-half (½) the amount paid on his or her behalf. The employee agrees to consent to the deduction of any

amounts owed at the time the employee terminates employment, even if such deduction is greater than 15 percent of the employee's final pay. If the repayment amount is greater than the employee's final compensation, the employee will agree to repay within 30 days of termination.

- D. In cases of unusual financial need, the Village manager may authorize an advance for tuition benefits. This advance shall be considered a loan by the Village until such time as the applicant successfully completes the course for which the advance was provided. In such cases, the Tuition Advance Agreement must be executed and signed by the employee and the Department Director. The request must then be approved by the Village Manager.
- E. In cases where an employee may wish to pursue an accelerated degree program, Village assistance may be accelerated based upon the recommendation of the Department Director with approval of the Village Manager. An accelerated degree program for purposes of the \$2,400 annual maximum is defined as completion of course work which exceeds 12 credit hours in a one-year period.

7.5 CONTINUATION OF INSURANCE COVERAGE - Employees who are injured or ill for long periods of time (and who have exhausted all accrued leaves available to them) may be eligible for a disability pension, in accordance with the rules of IMRF or the Police Pension Fund. During the first 90 days that the employee is receiving a disability pension, the Village will continue to pay the Village's share of insurance premiums. Employees on a disability pension or on a retirement pension may be covered under the Village's insurance, but the individual must pay the full cost of the insurance premiums as long as they receive pension benefits.

7.7.1 Employees Leaving Employment - Employees who leave the employment of the Village for reasons other than retirement, disability or gross misconduct may continue to receive COBRA coverage under the Village's health insurance plan for 18 months, or Medicare eligibility, whichever occurs first, provided they pay the full premium costs.

7.6 EMPLOYEE TRAINING – The Village will pay for Supervisor approved employee training. The training should facilitate the employee's performance, productivity, job satisfaction, and advancement. All training must be consistent with the needs, obligations and responsibilities of the Village and its constituents.

7.7 HEPATITIS VACCINE - When hired, certain employees in designated safety-sensitive positions are offered the option of receiving the Hepatitis B vaccine. The vaccine is administered at the cost of the Village. Employees in the Public Works, Glenbard Wastewater Authority, and Police Departments have additional vaccine options.

7.8 CHANGE OF DEPENDENTS OR MARITAL STATUS - Any change of dependents (i.e. births, adoptions, and changes in custody) or change of marital status must be reported to Human Resources in writing within 31 calendar days of the occurrence. An insurance change form must be completed and submitted to Human Resources. Failure to report changes within 31 calendar days will result in the loss of health care benefits of the dependent. The employee will then have to wait for the next open enrollment period or submit evidence of insurability to the provider in order to obtain dependent coverage.

CHAPTER 8

LEAVES OF ABSENCE

8.1 SICK LEAVE - (Refer to Admin Order #41) Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or injury. Sick leave may not be converted into any other form of compensation. Sick leave shall not be considered as a privilege which an employee may use at his/ her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Sick leave will not be paid out when an employee terminates employment with the Village.

8.1.1 Sick Leave Use- Employees must use annual leave for absences from work for three (3) consecutive days or less, reported to their supervisor, for reasons provided in Section 8.1. Thereafter, an employee should use accrued sick leave for any period of absence due to illness or injury. When an employee is absent from work for more than eleven (11) or more consecutive work days, because of reasons defined in Section 8.1, they shall have the three (3) initial compensated leave days (annual leave), that were taken prior to use of sick leave credited to the employee. When an employee uses sick leave because of reasons defined in Section 8.1, the Village may require a doctor's certificate:

- A. Attesting to the illness or injury;
- B. Attesting to the fact that the employee is fit to return to duty.

When an employee is on sick leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's cost.

8.1.2 Accumulation of Sick Leave – A full time employee who has completed one year of service shall be granted six (6) days of sick leave on January 1 of each year. An employee with less than one year of service shall be granted sick leave on a prorated basis beginning with the first full month of employment. Sick leave may be accumulated to a maximum of one hundred twenty (120) work days. Sick leave shall not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

8.1.3 Notification - An employee anticipating the use of accrued sick leave shall report the reason for his absence from duty to his supervisor. During any period of illness or injury, an employee must regularly update their supervisor, notifying the supervisor of the condition of the employee.

8.1.4 To the extent permitted by law, an employee who has reported sick is expected to use good judgement and remain at their residence during the time they would otherwise have been working, unless hospitalized, visiting a doctor, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during the time he/ she is granted the use of accrued sick leave.

8.1.5 Workers Compensation - Sick leave or any compensated leave shall not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act. In cases where Workers Compensation is paid after an employee's accrued sick leave or other forms of compensated leave are used, that sick leave will be credited to the employee.

- 8.1.6 Insufficient Sick Leave - **Except in cases covered by Section 8.4 (FMLA Leave)**, if an employee's illness or period of recovery exceeds the amount of accrued sick leave, the employee may use accrued annual leave, compensatory leave, or be placed on leave without pay.
- 8.1.7 Use by Probationary Employees - A probationary employee may use accrued sick leave upon the completion of three (3) months of employment. Promotional, probationary employees may use accrued sick leave during their probationary period.
- 8.1.8 In the event that an employee becomes ill during the work day, the Village may send the worker home for his own well-being, and the well-being of fellow workers.
- 8.1.9 In the case of a life-threatening illness or injury to an employee's spouse or child requiring the attendance of the employee at the bedside, the Village Manager may consider the use of the sick leave bank. Such use could be allowed after a period of three days, and each case would be considered by the Village Manager based upon its individual merits.

8.2 BEREAVEMENT LEAVE - Full time and part-time, regular employees, in the event of death in the immediate family, shall be eligible for a maximum of five (5) consecutive working days of paid leave when approved by the Department Director. The immediate family is defined as an employee's spouse, children, step-children, parents, step-parents, brothers, sisters, spouse's parents, and spouse's step-parents.

8.2.1 Employees are allowed up to a maximum three (3) days of paid leave in the event of death of the employee's extended family, which is defined as: brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.

8.2.2 Absence may be extended if deemed necessary by the Department Director and approved the Village Manager or his/her designee. These additional leave days will be deducted from the employee's accrued, compensatory leave, annual leave, or leave without pay. In the event of a death not in the employee's immediate family, leave will be deducted from the employee's accrued compensatory leave, annual leave, Floating Holidays, or leave without pay.

8.2.3 **Child Bereavement Leave:** In addition to the forgoing, State law (Illinois Child Bereavement Leave) provides employees up to a maximum of ten unpaid days of protected leave for to: 1) attend the funeral of a child; 2) make arrangements necessitated by the death of a child; or 3) grieve the death of a child.

(Refer to Admin. Order #49)

- A. The leave must be used within 60 days of the date on which the employee receives notice of the death of the child.
- B. The employee must provide the Village at least 48 hours' notice that he/she intends to use the leave, unless such notice is impracticable.
- C. An eligible employee must been employed for at least 12 months, and have at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

- D. A “child” can be the employee’s biological, adopted or foster child. Stepchildren, legal wards and children the employee stands in *loco parentis* to also qualify.
- E. Should an employee experience the death of more than one child in a 12-month period, the employee may take up to six weeks of unpaid leave.
- F. An employee may substitute any paid or unpaid leave available from the the Village. This paid time will run concurrently with the Illinois Child Bereavement Leave.
- G. Should the employee be eligible for time under FMLA, the Illinois Child Bereavement Leave would run concurrently. The law does not create a right to unpaid leave that exceeds, or is in addition to, the amount of leave available under FMLA.

8.3 OTHER LEAVES OF ABSENCE

- 8.3.1 Jury Duty – The Village strongly encourages all employees to fulfill their civic obligation to serve on jury duty. The Village will provide regular pay to regular full-time employees for work hours missed due to jury duty. The Village will also provide regular pay to part-time employees for any hours they were scheduled to work but missed due to jury duty. An employee called for jury duty must present his/ her Supervisor with a copy of the jury summons in advance of the jury dates. Following jury duty, employees must present their Supervisor with a receipt or receipts from the Court Clerk evidencing their service dates. Employees are permitted to keep any payment from the court.
- 8.3.2 Official Training - Leave with pay may also be granted for the purpose of allowing a regular, full or part-time employee to engage in official training courses or to participate in other official activities with the approval of the Department Director.
- 8.3.3 Leave to Vote -Illinois law provides all employees, upon at least one day's notice, up to two paid hours during the work day in order to vote. The leave applies to all scheduled and special elections, including primaries. To be eligible for this paid leave, an employee’s working hours must begin less than two hours after the opening of the polls and end less than two hours before the closing of polls.
- 8.3.4 Illinois School Visitation Act – Employees may take up to eight hours of unpaid leave per school year, with no more than four hours taken in a day, for school visitation. Written notice is required. This leave is intended as a last resort for employees who have no paid leave available. The Village will attempt to make reasonable efforts to accommodate an employee who wishes to make up the time missed, provided it is not a disruption to normal Village operations.
- 8.3.5 Nursing Mothers in the Workplace Act- The Village will provide reasonable break times for nursing mothers by providing unpaid break time each day to an employee who needs to express breast milk for her infant child. The Village will also make reasonable efforts to provide a location where the employee can express her milk in privacy.

(Refer to Admin. Order #52)

8.3.6 Victim's Economic Security and Safety Act (VESSA)- The Act provides victims of domestic violence or sexual violence or employees, who have a family member who is the victim of domestic or sexual violence, to take up to twelve weeks of unpaid leave during any twelve month period to address the issues involved. Employees should promptly inform the Assistant Village Manager of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns to the Village with regard to intimate partner violence. (Refer to Admin. Order #51)

8.3.7 Employee Blood Donation Leave Act- With appropriate notice, any full-time employee who has been employed for at least 6 months, may use one hour or more, if authorized by the Village, to donate blood every 56 days in accordance with appropriate medical standards. (Refer to Admin. Order #50)

8.4 FAMILY AND MEDICAL LEAVE - (Refer to Admin Order #38) Village employees may be eligible for leave under the Family and Medical Leave Act of 1993, and the 2008 amendments thereto (FMLA) if they meet the following requirements:

8.4.1 Eligibility - An employee must have:

- a) been employed by the Village for at least twelve months; and
- b) worked at least 1,250 hours during the twelve months prior to the start of the leave.

8.4.2 Use of Leave - FMLA leave may be used for any of the following events:

- a) the birth and/or care of a newborn child of the employee;
- b) placement of a child for adoption or foster care with the employee;
- c) to care for the employee's spouse, child or parent with a serious health condition;
- d) for a serious health condition that makes the employee unable to perform the functions of the employee's job;
- e) qualifying exigencies related to a covered family member's active military duty; and/or
- f) to care for a covered service member with a serious injury or illness

8.4.3 Leave Benefits -

- (a) Eligible employees may request up to twelve (12) work weeks of leave in any leave year for reasons (a) thru (e) listed above. Eligible employees may request up to an additional fourteen (14) work weeks (maximum 26 weeks total) of leave in any leave year for military caregiver leave (reason (f) listed above). A "leave year" shall be a rolling twelve-month period measured backward from the date of an employee's use of FMLA leave. . 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 of time the employee is entitled to take at that time.

(b) At the commencement of FMLA leave, employees shall be required to first use their paid leave time as follows:

- i. For leaves under Section 8.4.2(a), (b), and (c) above, employees must first use their accrued but unused annual leave
- ii. For leave under Section 8.4.2(d) above, employees must first use their accrued, but unused, sick leave and annual leave in the order listed. Once the employee's paid leave has been exhausted, the remainder of the leave (up to twelve (12)) weeks total, shall be unpaid.

8.4.4 - Use of Paid and Unpaid Leave - All paid leave runs concurrently with FMLA leave. Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

- a) While on unpaid FMLA leave, employees shall remain covered by the Village's health plan under the same terms applicable to the employee on the day prior to the start of the leave.
- b) Employees may request FMLA leave in the form of intermittent leave or an amended work schedule, to accommodate the employee's condition and need for treatment (for example, to accommodate scheduled dialysis treatment). Such intermittent leave shall not exceed the equivalent of twelve (12) work weeks in a leave year.
- c) At the expiration of FMLA leave, the employee will usually be entitled to return to the same position or an equivalent position. If the employee cannot return to work at the end of the twelve weeks, the employee may be terminated.

8.4.5 Procedures to Commence Leave:

- a) In cases of childbirth and other foreseeable leaves, employees are required to give thirty (30) day's notice of their request for leave. Such requests should be tendered in writing to the Department Director. If an employee fails to give thirty (30) days' notice for a foreseeable leave, without any reasonable excuse for the delay, the Village reserves the right to deny FMLA leave until at least thirty (30) days after the employee's actual notice.
- b) In cases where the thirty (30) days' notice is impossible, or the leave is unforeseeable, the employee must give written notice to the Department Director as soon as possible.
- c) Where FMLA leave is requested in connection with a serious condition of the employee or a relative, the Village will require certification of the condition from the treating physician.

d) Where FMLA leave is requested in connection with a serious condition of the employee's covered service member, the Village will require certification of the condition from either the service member's military or private treating physician.

e) Designation of FMLA Leave: Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

8.4.6 Recertification - The Village may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Village may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

8.4.7 Returning to Work - Failure to report to work at the expiration of the maximum FMLA leave to which the employee is entitled will be considered as a formal resignation by the employee. In the event that the employee fails to return to work upon the expiration of FMLA leave, the Village reserves the right to seek reimbursement for the health insurance premiums paid by the Village during such leave, as permitted by law.

8.4.8 Additional Considerations - The specific circumstances and legal implications surrounding requests for, and the grants or denials of, FMLA leaves can be complicated. In all cases, requesting employees are advised to make an appointment with the Village Manager designee to discuss their circumstances sufficiently in advance to allow time for proper consideration of their requests.

8.5 MILITARY LEAVE - The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits, and reinstatement, including, but not limited to, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or as amended; the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended; the Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 et seq. or as amended. An employee is required to provide evidence of military orders to the extent required by law.

8.5.1 - Family Military Leave - The Village will provide you with unpaid Family Military Leave in accordance with state and federal law if you have at least 12 months of employment with the Village and have worked at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave.

a) An employee who is a spouse, parent or child of an individual who: a) is a member of a regular component of the Armed Forces deployed to a foreign country; or b) who is a member of a reserve component of the Armed Forces called or ordered to active duty and deployed to a foreign country under a call or order to active duty may be eligible for leave to attend to exigencies arising out of such active duty ("Non-Medical Family Military Leave") or to provide care for a service member ("Medical Family Military Leave").

- b) An eligible employee who is the grandparent of a person called to military service lasting longer than 30 days pursuant to a state or federal deployment order may also be entitled to up to 15 days of unpaid family military leave during the time the deployment order is in effect, if the employee has exhausted all available vacation and personal time.

8.5.2 - NON-MEDICAL FAMILY MILITARY LEAVE - An eligible employee may take up to twelve weeks of leave to attend to exigencies during deployment to a foreign country or a call or order for such deployment of a spouse, or a son, daughter, or parent, of the employee. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

- a) If your need for leave is foreseeable, you must give the Village at least 14 days prior written notice if you are requesting leave for 5 or more days. Where the need for leave is not foreseeable or where you need to take fewer than 5 days of leave, you are expected to notify the Village of your need for time off as soon as you learn of such need, generally on the same day. Such leave may be taken intermittently or on a reduced schedule.
- b) The Village will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov>).
- c) Employees will be required to use accrued vacation and personal time during Non-Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of leave will be unpaid. Also, Non-Medical Family Military Leave will be counted against your annual twelve week FMLA allotment as measured on a rolling backward basis. An employee will not be entitled to more than twelve weeks of Non-Medical Family Military or FMLA leave, paid or unpaid. During an approved Non-Medical Family Military Leave, you remain entitled to continue your group health insurance as if you continued to be actively employed. When your leave is unpaid, you must arrange to pay your portion of the health insurance premium, as your health coverage may cease if your premium payment is more than 30 days late. At the conclusion of Non-Medical Family Military Leave, you shall be restored to your same position with the Village or to an equivalent position. If you fail to return from leave, you may be required to reimburse the Village for the cost of the premiums it paid to continue your health insurance during leave, unless you cannot return to work due to circumstances beyond your control.

8.5.3 MEDICAL FAMILY MILITARY LEAVE - If you are eligible, you may take up to twenty-six (26) weeks to care for a spouse, parent, child or an individual for whom you are the nearest blood relative: a) who has a serious injury or illness that was incurred in or that existed prior to and was aggravated in the line of duty while on active military and that may render the service member medically unfit to perform the duties of his or her military position; or b) who is a veteran who undergoes medical treatment, recuperation or therapy for such a serious injury or illness during a 5-year period

following discharge from duty. Such leave must be completed within 12 months from the first day Family Military Leave is taken. Such leave may be taken intermittently or on a reduced schedule subject to the employee providing appropriate notice of the need for leave and certification from the service member's health care provider.

- a) If your need for leave is foreseeable, you must give the Village at least 30 days prior written notice. Where the need for leave is not foreseeable, you are expected to notify the Village of your need for time off as soon as you learn of such need, generally on the same day. Such leave may be taken intermittently or on a reduced schedule.
- b) The Village will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (<http://www.dol.gov>).
- c) Employees will be required to use accrued vacation, personal and eligible sick time (as long as the reason for the absence is covered by the Village's sick leave policy) during Medical Family Military Leave. To the extent this leave extends beyond all such accrued leave, the remainder of leave will be unpaid.
- d) Medical Family Military Leave may be counted against an employee's annual twelve week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the twelve-month window that the employee is eligible for Medical Family Military Leave; however, combined leave under the FMLA is limited in two key regards: 1) an employee may not take more than twelve weeks of leave for any other reason than Medical Family Military Leave; and 2) any Medical Family Military Leave that is taken cannot exceed the difference between twenty-six weeks and the amount of leave taken within the employee's twelve-week allotment for other qualifying reasons. If a husband and wife both work for the Village and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.
- e) During an approved Medical Family Military Leave, you remain entitled to continue your group health insurance as if you continued to be actively employed. When your leave is unpaid, you must arrange to pay your portion of the health insurance premium, as your health coverage may cease if your premium payment is more than 30 days late. At the conclusion of Medical Family Military Leave, you shall be restored to your same position with the Village or to an equivalent position. If you fail to return from leave, you may be required to reimburse the Village for the cost of the premiums it paid to continue your health insurance during leave, unless you cannot return to work due to circumstances beyond your control.

8.6 UNPAID LEAVES- Employees who have exhausted all paid leave and FMLA leave available to them may request an unpaid leave of absence for personal reasons. Such requests must be submitted to the Village Manager for review, and must state the reasons for the request and the length of the leave time requested. Requests for unpaid leave shall be considered on a case-by-case basis, and shall be granted or denied at the discretion of the Village Manager, based upon the best interests of the Village. Factors considered in reviewing requests for unpaid leave may include, but shall not be limited to, the employment record of

the employee, the function of the employee's position during his absence, the need for replacement services, the length and time of year of the leave requested and the impact that a grant of such leave would have on the operations of the affected department. Employees on unpaid leave of absence are not able to accrue annual and sick leave benefits or floating holidays provided by the Village while on such leave. If an unpaid leave is granted, the employee shall be responsible for payment of any and all premiums for health care insurance coverage during the leave.

- 8.7 ABSENCE WITHOUT LEAVE** - An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized shall be deemed to be an absence without leave. Any such absence shall be without pay and may be a subject for disciplinary action including termination. Any employee who is absent without leave for three (3) consecutive work days shall be deemed to have resigned.

CHAPTER 9

EMPLOYEE CONDUCT

9.1 PRINCIPLES OF SERVICE – The Village of Glen Ellyn recognizes the importance of courteous and respectful internal relationships between co-workers and external relationships between co-workers and the public have in providing services to the public. The interests of the public are best served when professional, courteous, constructive and cooperative relationships exist between municipal officials –even when differences of opinion exist- and that maintaining this type of relationship is essential to providing quality service to the public. The public includes, but is not limited to, Glen Ellyn and non-Glen Ellyn citizens and business people, visitors to Glen Ellyn, vendors, customers, other government officials, the general public and co-workers. The words and actions of all employees are a reflection of oneself and the Village. The words and actions of a single employee can impact the performance and attitude of other employees, as well as the delivery of Village services. It is important that Village employees strive to conduct themselves in a professional and courteous manner at all times. Therefore, the Village of Glen Ellyn has established the following principles of services.

9.1.1 Fostering Teamwork – The Village values its employees and seeks to foster a culture of teamwork. All employees should be committed to delivering and maintaining a relationship with fellow employees that is based on honesty, respect, trust and fairness.

9.1.2 Communicating Effectively – Effective communication is an essential ingredient of successful organizations. Honest and clear communication helps to facilitate tasks, eliminate redundancy, provide direction, and promote understanding within the organization. Good communication – internally and externally – is a vital component of providing high quality services to the community.

9.1.3 Providing Quality Customer Service – Employees shall consistently seek to provide services in a courteous manner. The Village prides itself in providing excellent services.

9.1.4 Preserving These Principles – The Village is committed to cultivating and safeguarding these principles. Our ability to provide quality services to the public is jeopardized by unprofessional behaviors. Our ability to work effectively with one another also is dependent upon adherence to these principles of service. Conduct contrary to these principles is strongly discouraged and will not be tolerated.

9.1.5 All employees are expected to observe these principles of service. Successful adherence to these principles will be assessed during performance evaluations. Failure to observe these principles may negatively affect performance evaluations and lead to appropriate disciplinary action, including termination.

9.2 CONDUCT - All employees are expected to conduct themselves and behave in a manner which is conducive to the efficient operation of the Village. Such conduct includes, but is not, limited to:

- 9.2.1** Reporting to work punctually, as scheduled, and being at the work station, ready for work, at the assigned time.
- 9.2.2** Notifying the supervisor when the employee will be absent from work or is unable to report on time.
- 9.2.3** Complying with all Village safety regulations.
- 9.2.4** Wearing clothing appropriate to the work being performed.
- 9.2.5** Performing assigned tasks and other duties assigned by their supervisor effectively and efficiently.
- 9.2.6** Eating meals only during meal periods and only in designated areas.
- 9.2.7** Maintaining work place and work area cleanliness and orderliness.
- 9.2.8** Treating all persons in a courteous and respectful manner at all times.
- 9.2.9** Refraining from behavior or conduct deemed offensive or undesirable or which is subject to disciplinary action.

9.3 PROHIBITED CONDUCT - The following conduct is prohibited and will subject the individual involved to disciplinary action up to and including termination. The following examples are illustrative of the type of conduct that is prohibited, but this list is not all-inclusive:

- 9.3.1** The use of alcoholic beverages or an illegal controlled substance on Village property, on Village business, at any time during the work day or reporting for work while under the influence of alcoholic beverages or an illegal controlled substance. The sale, manufacture, distribution or use of illegal, controlled substances under any circumstances is prohibited.
- 9.3.2** The use of profanity, abusive language, and/or discourteous actions directed toward fellow employees, supervisors, vendors, guests, or members of the public.
- 9.3.3** The unauthorized possession of firearms or other weapons on Village property.
- 9.3.4** Insubordination - the refusal by an employee to follow a supervisor's instruction concerning a job-related matter, and/or disrespect to a supervisor's appropriate authority.
- 9.3.5** Assault on a fellow employee or customer.
- 9.3.6** Misuse of Village property or of another's private property.
- 9.3.7** Gambling on Village property.
- 9.3.8** Falsifying or altering any Village record or report such as an application of employment, a production record, a time record, or any other employment, personnel, or Village record.

- 9.3.9** Unsatisfactory work performance, including failure to follow instructions or directions.
- 9.3.10** Conviction of a criminal offense which involves moral turpitude or relates to the performance of an employee's duties.
- 9.3.11** Soliciting, inducing or attempting to induce an officer or employee of the Village to commit an unlawful act or to act in violation of any lawful regulation or order.
- 9.3.12** Taking any fee, reward, gift, gratuity, or other form of remuneration in addition to regular Village compensation from any source for the performance of duties in the capacity of an employee of the Village.
- 9.3.13** Conduct which brings discredit on the Village service.
- 9.3.14** Dishonesty in the performance of his/her duties.
- 9.3.15** Improper political activities during work hours or failure to comply with Village Ethics Policy. (Ethics Policy/ Chapter 12).
- 9.3.16** Abuse of sick leave, other compensated absences, or break/lunch periods; any unauthorized absence without leave.
- 9.3.17** Repeated failure/refusal to work overtime.
- 9.3.18** Verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.
- 9.3.19** Use by an employee of the Village's name to further personal interests.
- 9.3.20** Appropriation and/or use of Village property and resources for the personal gain of the employee, without prior notice to and approval of the Village Manager.
- 9.3.21** Failure to adhere to the rules of conduct for the position and/or as stated in this Manual.
- 9.3.22** Violating the Village's dress code;
- 9.3.23** Disclosing confidential records or information regarding, or in any way related to, the Village, its customers, or its vendors.
- 9.3.24** Unauthorized use of Village photocopying equipment.
- 9.3.25** Defacing, destroying or removing (without prior authorization) signs, notices, postings or other literature posted by Village management.
- 9.3.26** Sleeping during working time.
- 9.3.27** Destroying, without prior authorization, Village documents, records, files, or data.

9.4 PROHIBITION AGAINST SEXUAL HARRASSMENT / DISCRIMINATION / HOSTILE

WORK ENVIRONMENT - The Village of Glen Ellyn is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Village of Glen Ellyn expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. The Village of Glen Ellyn has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, discrimination and retaliation. The Village of Glen Ellyn will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has questions or concerns about these policies should talk with the Assistant Village Manager.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of the Village of Glen Ellyn prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

9.4.1 Equal Employment Opportunity - It is the policy of the Village of Glen Ellyn to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law. The Village of Glen Ellyn prohibits any such discrimination or harassment.

9.4.2 Retaliation/ Whistleblower Protection - The Village of Glen Ellyn encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Village of Glen Ellyn to promptly and thoroughly investigate such reports. The Village of Glen Ellyn prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

9.4.3 Sexual harassment - Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, "sexual harassment" is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

- 9.4.4 Harassment** - Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on Village time or using Village equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means. Employees shall be aware that the use of language, humor, terms or phrases which may not seem offensive or derogatory in a context outside the workplace (such as at home, in music, in film and in comedy) can and will be taken as offensive by others in our work setting and employees shall refrain from using such language

- 9.4.5 Workplace Bullying:** The Village considers workplace bullying unacceptable and will not tolerate it under any circumstances. Any employee found in violation of this policy will be disciplined, up to and including immediate termination.

The Village defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise.

The Village promotes a healthy workplace culture where all employees are able to work with dignity and respect in an environment free of bullying behavior. The Village encourages all employees to report any instance of bullying behavior. Any reports of this type will be treated seriously, investigated promptly and impartially. The Village requires any supervisor who witnesses any bullying, irrespective of reporting relationship, to immediately report this conduct to the Assistant Village Manager. The Village will protect an employee who reports bullying conduct from retaliation or reprisal.

The Village considers the following types of behavior to constitute workplace

bullying. Please note that this list is not meant to be exhaustive, and is only offered by way of example:

- a) Deliberate exclusion from work-related activities, meetings, or communications without good reason;
- b) Manipulating the ability of someone to do his or her work (e.g. work-overload, unrealistic deadlines, deliberately withholding information, giving deliberately ambiguous instructions, inflicting menial tasks not in keeping with the normal job duties);
- c) Being held to arbitrary standards that differ from other similarly situated employees;
- d) Consistent ignoring or interrupting of an employee in front of co-workers;
- e) Personal attacks (e.g. angry outbursts, excessive profanity, obscene gestures, or name-calling);
- f) Encouragement of others to turn against the targeted employee;
- g) Sabotage of an employee's work product or undermining of his/her work performance;
- h) Stalking;
- i) Unwelcome/unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (e.g. defacing or marking up property)
- j) Staring, glaring or other nonverbal demonstrations of hostility;
- k) Invasion of another's person's personal space;
- l) Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets;
- m) Public humiliation in any form
- n) Spreading rumors or gossip regarding individuals
- o) Encouraging others to disregard a supervisor's instructions
- p) Stealing credit for another person's work product or ideas
- q) Unreasonable interference with an employee's ability to do his or her work
- r) Conduct that a reasonable person would find hostile, offensive, and unrelated to the Village's legitimate business interests.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of bullying. As such, the Village strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Village will make every effort to stop alleged workplace bullying, but can only do so with the cooperation of its employees.

Individuals who believe they have experienced conduct that they believe violates this policy, or who have concerns about such matters, should report their complaints verbally or in writing to his or her supervisor or the Assistant Village Manager. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to bullying conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that such behavior immediately stop.

9.4.5 Violence in the Workplace - All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that

threatens, intimidates or coerces another employee, customer, vendor or member of the public will not be tolerated. Village resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace.

The Village treats threats coming from an abusive personal relationship as it does other forms of violence. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, Department Director, and/or Human Resources. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. The Village encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates.

9.4.6 Individuals and Conduct Covered - These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the Village of Glen Ellyn (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during off site work, business trips, business meetings and business-related social events.

9.4.7 Reporting an Incident of Harassment, Discrimination or Retaliation - The Village encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor first, or if the immediate supervisor cannot or will not assist, then proceed to notify his or her supervisor. Individuals may alternatively discuss their concerns with Human Resources, the Village Manager, Village Attorney or Village Ethics Officer (see the complaint procedure described below). In addition, the Village encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. The Village recognizes, however, that an individual may prefer to pursue the matter through more formal complaint procedures.

9.4.8 Complaint Procedure:

- a) The Village of Glen Ellyn encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.
- b) Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

- c) Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.
- d) Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
- e) Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, or disciplinary action such as a written warning, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or termination, which shall be at the sole discretion of the Village based upon the circumstances.
- f) If a party to a complaint does not agree with its resolution, that party may appeal the decision to the Village Manager. False and malicious complaints of harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.
- g) Additional Information: In addition to the internal procedures described above, any employee who believes they have been subject to sexual harassment, discrimination, or retaliation for opposing such harassment, has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, IL. 60601; (312) 814-6245 and/or the Equal Employment Opportunity Commission, Suite 2800, 500 West Madison Street, Chicago, IL. 60601; (312) 353-2713. The Illinois Human Rights Act provides that complaints of harassment must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident.

9.4.9 Non-Fraternization Policy - The Village prohibits employees who are in a romantic or consensual sexual relationship from serving in a supervisory capacity with respect to each other (an employee who reports directly or indirectly to that person), because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member him or herself as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, or coercion or exploitation undermines the spirit of trust and mutual respect which is essential to a healthy work environment. Accordingly, employees shall promptly report any such conflicts to the Department Director and/or Assistant Village Manager.

Once the relationship is made known to the Department Director, he/she must immediately report the situation to the Village Manager or his/her designee. The Village Manager or his/her designee will evaluate whether one or both parties need to be

moved to another job or department in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.), and will determine whether one or both parties need to be moved to another job or department.

If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact the Assistant Village Manager, who will recommend to the Village Manager which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. The Village Manager or designee shall have the discretion in making the final determination if, and to what extent, one or both parties should be moved to another job or department.

If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

9.5 ATTIRE AND GROOMING – All employees are required to maintain a clean, well-groomed appearance in conjunction with the position they hold, suitable for the work they perform and reflects favorably on the Village's image and identity. It is the responsibility of the supervisors to monitor employees' dress, personal appearance and hygiene within their respective departments. An employee's immediate supervisor will discuss the subject of personal appearance or personal hygiene with the employee if it is felt that appearance or hygiene does not positively reflect the image of the Village. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Violation of this policy may be considered cause for disciplinary action.

9.6 RESIDENT COMMUNICATION – Interaction between Village employees and citizens typically are based on the citizens need to access Village services or to address problems associated with established services or ordinances. Citizens' needs and concerns can be expressed in myriad ways, and employees are expected to treat all citizens in a courteous and professional manner. It is important that Village personnel consistently convey our desire and intent to provide quality service.

9.6.1 - In those instances when citizens are angry and express their displeasure, employees must recognize that complaints made by citizens are not always intended to be a personal attack. Rather, employees should listen to the citizen with a sincere focus on how best to resolve the problem. Responding to an angry citizen with a respectful and balanced discussion is the best way to diffuse a sensitive situation. However, if an employee is made to feel threatened, or if the situation escalates so that the employee feels safety is an issue, he/she should excuse him/herself and seek assistance from a supervisor, or call 911 if the situation dictates.

9.7 MEDIA RELATIONS – (Refer to Admin. Order # 8) The following procedures and standards will be used by all departments, as applicable, to media relations within the Village of Glen Ellyn.

9.7.1 - Spokesperson: In most cases there will be one spokesperson designated for response to each inquiry. For village-wide inquiries, the spokesperson will most often be the Village Manager or the Communications Coordinator. For Department related issues, the spokesperson will most often be the Department Director. The spokesperson will

work directly with the Communications Coordinator to insure that the information for specific media issues is communicated appropriately.

9.7.2 - Primary Village Contact: The Communications Coordinator will serve as the primary source of Village information, providing background, information about Village issues, projects and services.

9.7.3 - Priority Attention: Priority attention should be given to all media inquiries. Every effort should be made to meet media deadlines and insure that all information released is accurate. Accuracy of information takes priority over media deadlines.

9.7.4 - Routine Media Requests: Routine requests may be responded to by an employee if the response is of a factual, incidental, or inconsequential nature.

9.7.5- Non Routine Media Requests: Non routine requests should be forwarded to the Communications Coordinator prior to response. These may include responses that require the interpretation of policy, employee information, and emergency situations. In these cases, the Coordinator will work with the appropriate Department Director and the Village Manager in drafting a response.

9.8 POLITICAL ACTIVITY - In compliance with the requirements of 65 ILCS 5/10-1-27.1, the Village does not prohibit any employee from exercising his/her political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, and to run for public office, providing the employee does not use his/her position with the Village to coerce or influence others and does not engage in these activities while he/ she is on duty at work (see Ethics Policy, Chapter 12).

9.9 CONFLICTS OF INTEREST PROCEDURES - As a general rule, public employment requires a higher standard of conduct than does private employment. Potential conflicts of interest must always be considered, and situations which create an actual conflict of loyalty or interest or even the appearance of such a conflict must be scrupulously avoided (see Ethics Policy, Chapter 12). The Ethics Officer will discuss the situation with relevant parties and determine if a conflict exists and if further action is required.

9.10 DRUG AND ALCOHOL ABUSE POLICY - The Village and its residents have the right to expect that individuals employed by the Village will not report to work under the influence of drugs or alcohol. Some departments are required to submit to random testing. If a Department Director suspects an employee of reporting to work intoxicated, he/she shall remove the employee from the work place, and require that the employee submit to a drug/ alcohol test and/or other appropriate test. Such reasonable suspicion shall be investigated and documented with a copy provided to the employee within a reasonable time after such test is ordered.

9.10.1 - Reasonable Suspicion Standard – Reasonable Suspicion shall be deemed to exist if the facts and circumstances warrant rational inferences by a supervisor that an employee is using and/or is physically or mentally impaired due to being under the influence of a controlled substance. Reasonable suspicion is based upon:

- a) When a trained supervisor observes that a reasonable suspicion exists based on specific, contemporaneous observations concerning the appearance, behavior, speech or body odors of the employee.
- b) When a Department Director or another trained supervisor confirms the reasonable suspicion determination.

- c) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.
- d) When an employee is involved in an on the job injury causing reasonable suspicion of drug or alcohol use.
- e) When an employee causes or contributes to an on duty accident resulting in damage to a Village vehicle, machinery, equipment, or property and/or resulting in injury (in these instances, the investigation and testing must take place within two (2) hours of the incident. Under no circumstances will the employee be allowed to drive).

9.10.2 - If the employee refuses to undergo the test, or if an employee's test confirms the use of an illegal controlled substance or alcohol, the Village will deal with the employee pursuant to Section 9 (Employee Conduct) of this Manual.

9.10.3 - Random Testing Program:

- a) In order to comply with Federal requirements, any Village employee required to hold a commercial driver's license (CDL) as a condition of employment, shall be tested as set forth in the law. All CDL licensed employees are subject to random testing.
- b) Due to the safety sensitive functions of these positions, the following positions are subject to random drug & alcohol testing on a quarterly basis: 1) Sworn Police Personnel 2) Community Service Officers 3) Glenbard Wastewater Authority operations employees, 4) Public Works CDL holders.

9.10.3 - Drug Free Workplace – The Village of Glen Ellyn is a drug and alcohol free workplace. The use of or being under the influence of illegal drugs and/or alcohol is inconsistent with the expected behavior of Village employees. The illegal use of drugs and alcohol and misuse of prescribed drugs subjects employees and Village residents to unacceptable safety risks.

9.10.4 - Alcoholism and Drug Dependency – Confirmed Alcoholism and Drug Dependency is acknowledged as a disease, and may be treated as any other illness. An alcoholic or drug dependent employee compromises his/her safety and the safety of others. The employee or his/her supervisor may contact the Assistant Village Manager for assistance.

9.10.5 - Smoke Free Workplace

- a) No Village staff member will be permitted to smoke in any Village building used by the public or as a place of work.
- b) No Village staff member will be permitted to smoke in any Village vehicle.
- c) In accordance with state law, smoking areas for the public may be designated by those staff members responsible for the management of Village buildings in accordance with State law.

9.11 PRIVACY INTERESTS - The Village provides various electronic, mechanical and other technical devices to facilitate employees' work for the Village. Such devices include, but are not limited to, computers, fax machines, telephones, cell phones, copiers, flash drives, and the like. All Village-owned equipment is solely to be used by employees in the performance of their job duties. The Village retains the right to monitor and inspect all Village property and its use, as well as any work product derived there from, including but not limited to computer drives, electronic files, electronic transmissions sent/received via Village devices, billing records in connection thereto, and the like.

The Village retains all rights of ownership over Village equipment, as well as the right to inspect same from time to time, including, but not limited to: work spaces, desks, lockers, village vehicles, tool boxes, file cabinets, and the like with the sole exception of employees' personal, enclosed belongings (e.g. such as purses, handbags, etc.) stored in Village-owned desk drawers or lockers. Village employees are advised that they have no expectation of privacy in any piece of equipment, furniture, tool, electronic device or other piece of apparatus owned---or paid for either in whole or in part---by the Village. The Village retains duplicate sets of keys for all desks and cabinets.

Employees are advised not to keep confidential and personal information, materials, or belongings on Village property or stored in Village computers. Any use of Village equipment for personal reasons shall not be permissible unless the employee has received prior authorization from their Department Director. Any unauthorized use of Village equipment or devices may result in employee discipline, up to and including termination.

9.11.1 Freedom of Information Act Rules (FOIA): The Freedom of Information Act provides an open process for access to records in the possession of public agencies, like the Village of Glen Ellyn. Reports, forms, emails, memos, letters, recordings and all other types of documentary materials pertaining to public business may be accessed by any private citizen or entity. Employees should refrain from electronic or any communication that denigrates or shows hostility to any individual or agency (Section 9.4 outlines prohibitive conduct, professional communication and correspondence).

Employees should be aware that any inappropriate conduct that increases liability or discredits the Village will result in employee discipline. Some FOIA documents may be subject to confidentiality laws. The rules are found in the Illinois Administrative Code. All employees should understand that all communications at the workplace may be subject to FOIA. Upon request, employees shall tender either his/her assigned Village cell phone, or personal cell phone used under the Village's cell phone stipend policy, to the Village Manager or designee in order comply with FOIA.

9.12 CONSUMER REPORTS - In compliance with the employee notice and consent provisions of the Fair Credit Reporting Act, please be advised that the Village may, at any time, request a consumer report in connection with your employment with the Village. This report from a consumer-reporting agency may include information bearing on your character, general reputation, personal characteristics, and mode of living. It is the Village's normal practice to limit the consumer report to driving records available from the Illinois Secretary of State.

In addition, the Village's insurance company may also request a consumer report on you. Again, this report would typically be limited to driving records available from the Illinois Secretary of State. The purpose of this request is for business insurance underwriting purposes. The insurance company is not your employer or prospective employer, and does not make any employment decision related to you. The Village will provide you notice of your rights under the Fair Credit Reporting Act, before requesting such a report. Please contact Human Resources if you have any questions.

9.13 LOSS OF PERSONAL PROPERTY - Employees should maintain control of their personal property at work at all times. Articles of personal property that are found should be returned to the property owner or turned in to your Supervisor. The Village assumes no responsibility for loss, damage to, or theft of, your personal belongings on Village premises. Employees are advised not to carry large sums of money or other valuables with them to work or while working.

9.13.1 Employees suffering damage or loss of personal belongings because of an on-the-job

accident should report the incident immediately to their Supervisor. Determination of payment for costs incurred due to such accidents will be made on a case by case basis, in consultation with the Department Director, and approval of the Village Manager or his/her designee. Personal cell phones damaged on the job will generally not be replaced or paid for by the Village.

9.14 RETURN OF VILLAGE PROPERTY - An employee, who is separated from Village service, whether voluntarily or involuntarily, will be held responsible for the return of all Village property, keys, cell phones, records, data, and/or uniforms in his or her possession at the time of separation. Such property must be promptly returned to the Department Director or Assistant Village Manager upon separation. Failure to return property may necessitate Village legal action for recovery.

CHAPTER 10

EMPLOYEE DISCIPLINE, PENALTIES AND SEPARATION

10.1 POLICY - It is the policy of the Village that any employee who violates any of the Village's standards of job performance and behavior for minor offenses may be afforded the benefit of progressive disciplinary action, as set forth below, as a means of encouraging proper employee behavior and job performance. To ensure consistent and fair practice, all Supervisors should properly document the date of the meeting, and those present, as well as the issue.

- A. On the occasion of the first incident, the supervisor may take the following action:
 - 1. Meet with the employee to discuss the matter.
 - 2. Inform the employee of the nature of the problem and the action necessary to correct it.
 - 3. Prepare written documentation for the supervisor's own records indicating the meeting has taken place, and areas for improvement have been addressed
- B. Should a second incident occur, the supervisor may hold a second meeting with the employee at which time the following action may be taken:
 - 1. Issue a written reprimand to the employee.
 - 2. Warn the employee that a third incident will result in severe disciplinary action, including the possibility of recommendation for a suspension without pay or termination.
 - 3. Prepare and forward to the Village Manager and Assistant Village Manager a written report describing the first and second incidents and summarizing the action taken during this meeting with the employee.
- C. Should additional incidents occur, the supervisor, in conjunction with the Department Director, may proceed as follows:
 - 1. Place the employee on Administrative Leave with or without pay prior to conducting an informal, pre-disciplinary hearing conducted by the Village Manager or designee.
 - 2. Recommend demotion, suspension, or termination of the employee and forward to the Department Director and the Village Manager a written report describing the violations, indicating the timing between the violations, and summarizing the action taken or recommended and the justifications.
 - 3. The Village Manager or designee may conduct an informal, pre-discipline hearing on a date determined by the Village Manager to provide an opportunity to the

employee to present his/her version of any alleged incident(s) prior to disciplinary action. This may include, but shall not be limited to, meeting with an employee prior to administering discipline, informing the employee of the allegations against him, and allowing the employee to respond with his/ her version of the facts.

- D. In cases involving major offenses or serious misconduct, the employee will be placed on paid or unpaid administrative leave. Prior to any significant suspension or termination decision, an investigation will take place. This procedure is not all-inclusive, is not meant as an absolute procedure, and does not grant any rights to any "At -Will" employee, except those stated in Section 10.1(C)(3).

10.2 DEMOTION

- 10.2.1 A demotion is the involuntary or voluntary transfer of an employee from his current position to a lower work position. A Department Director may recommend to the Village Manager that the salary of an employee be reduced and/or that the responsibilities of the employee be reduced to a lower position.
- 10.2.2 A written statement of the reasons for any contemplated demotion shall be furnished to the employee and a copy filed with the Village Manager. A demotion shall not be effective until authorized by the Village Manager.

10.3 SUSPENSION

- 10.3.1 The Village Manager or designee may suspend an employee without pay for disciplinary purposes as recommended by the Department Director. Such suspension will not be ordered until the Village Manager or his/her designee has conducted an informal, pre-discipline hearing with the employee as stated in Section 10.1(C)(3).

10.4 LAYOFFS

- 10.4.1 The Department Director, with the approval of the Village Manager, may lay off an employee when deemed necessary by reason of shortage of work or Village funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. In addition, if an employee loses a credential necessary to perform his duties, (such as a driver's license) the employee may be assigned other appropriate work if available. If no such work is available, the employee may be laid off without pay until such credentials are restored.
- 10.4.2 The duties performed by the laid off employee may be reassigned to other employees.
- 10.4.3 No temporary or permanent separation of an employee from Village service as a penalty or disciplinary action shall be considered as a layoff.
- 10.4.4 When conditions permit, employees on layoff status may be given consideration for reinstatement. Employees who are laid off for more than twelve (12) months will be considered terminated.

10.5 TERMINATION / RESIGNATION

- 10.5.1 A probationary or an "At-Will" employee may be terminated at any time, for any reason, with or without notice or cause.
- 10.5.2 Terminated employees will be paid only for work hours completed before their release.
- 10.5.3 An employee who is terminated may, upon request, be given written reasons for the action.
- 10.5.4 The Village requests that an employee, who wishes to resign, give his/her Department Director at least two (2) weeks written notice prior to resignation.

10.6 GRIEVANCES

- 10.6.1 Any employee who wishes to file a grievance regarding any aspect of employment should do so, in writing, to the Department Director no later than fourteen (14) calendar days following the incident. The Department Director should immediately acknowledge receipt of the grievance and attempt to resolve the matter in Fourteen (14) calendar days. The Department Director should also file a grievance response to the employee in writing within fourteen (14) calendar days. If the grievance is not satisfactorily resolved, the employee may appeal the Department Director's decision to the Village Manager within fourteen (14) calendar days of the departmental decision.
- 10.6.2 The Village Manager should respond within fourteen (14) calendar days. The decision of the Village Manager is final. An employee may write a rebuttal letter for the file. In any decision adverse to the employee, the employee has the right to seek a review of the final decision from the Village Manager in accordance with the Administrative Review Act.

CHAPTER 11

PERSONNEL ITEMS

11.1 PERSONNEL RECORDS - Each employee's central Village personnel file will contain only such information, as is needed by the Village in conducting its business or as required by law. This information normally will include, but is not limited to:

- A. Application form
- B. Performance appraisals
- C. Disciplinary records
- D. Letters of Commendation

11.1.1 Review of Personnel File: Each employee is allowed to inspect and retain copies of their personnel records. The employee is allowed access under the Employee Access to Personnel Records Act, P.A. 85-1393. A written request to do so should be directed to the Assistant Village Manager, who will schedule a time for inspection that is convenient for both the employee and the Assistant Village Manager or designee

11.1.2 If after inspecting the personnel records, the employee believes that certain material is irrelevant, inaccurate, or obsolete, the employee may submit a written request to the Assistant Village Manager to remove the material from the file. The Assistant Village Manager will either remove the material or inform the employee why the material will remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file, and may pursue the matter further using the regular grievance procedure.

11.1.3 All requests from sources outside the Village for personnel information concerning applications for employment, current employees, and former employees shall be reviewed by the Village Attorney and the Assistant Village Manager. The Assistant Village Manager or designee will release information to outsiders in response to written requests only after obtaining the written consent of the individual who is the subject of the inquiry. Such release of information shall generally be limited to the following:

- A. Employment dates
- B. Position held
- C. Wage and salary information
- D. Department Location/Address

11.1.4 Personnel files are kept in the office of the Assistant Village Manager, and are locked when no one is present. Access to the files is on a need-to-know basis. Examples of individuals who would have a legitimate need to inspect personnel records include the Village Manager, the Assistant Village Manager, Village Attorney, and Department Director. Employee medical records are kept separate from the personnel files as required by HIPAA legislation.

11.2 EMPLOYEE ASSISTANCE PROGRAM (“EAP”) - The Village contracts with an Employee Assistance Program designed to assist employees and their family members (spouse, children) with support for a wide range of issues that they may encounter in their lives, such as substance abuse, legal/financial issues, emotional or personal/family problems which may adversely affect job performance. EAP can also provide assistance and resources related to child care/parenting needs, health and wellness, elder care, pet services, and personal finances. The EAP also offers a number of tools employees can use to strengthen professional and supervisory skills. There is no charge for an initial interview or conversation with the EAP.

- A. Employees are encouraged to voluntarily seek assistance from the EAP or other reputable treatment program before a problem leads to disciplinary action. However, use of the EAP or another treatment program will not excuse an employee from adhering to customary job performance standards and employee conduct rules. An employee or family member who desires confidential assistance for a personal problem or concern should contact an EAP counselor. The counselor will either provide the necessary information or assistance over the telephone or will arrange an appointment for further confidential consultation.
- B. A supervisor may refer an employee to the EAP to help resolve a problem that is affecting his/her work performance. All contacts, verbal or written communications or reports between the employee or family member and the counselor will be held in strict confidence unless the employee or family member requests, through a signed waiver, that the Village be notified.
- C. Requests for assistance and all treatment information will be kept confidential in accordance with state and federal laws. Employees who come forward to request assistance will not be subject to discipline for seeking such assistance, but employees may not escape discipline by first requesting assistance after being selected for testing or after violating Village rules and policies.

11.3 NETWORK / COMPUTER USAGE POLICY - (Refer to Admin. Order #36) The effective use of the Village of Glen Ellyn’s Network/Computing resources is critical to the Village’s mission to provide exceptional services to the residents of the community. The purpose of this policy is to provide guidelines which govern the use of these resources in a manner consistent with the Village’s goals. This policy applies to all employees that utilize the network/computer resources of the Village of Glen Ellyn.

- 11.3.1 On-the-job Internet access is a powerful tool that can help the employees of the Village accomplish business objectives and achieve balance in their work and personal lives. In that spirit, employees may use Village network and computing resources for both business and certain non-business purposes subject to the following policy.
- 11.3.2 Limited, non-business use of these resources must be governed by good judgment and restraint, and must be limited to non-work time. The Village’s network and computing resources must be available for business use and to serve customers at all times. Management will limit non-business use if it

interferes with the productivity of individual employees or the overall availability of network and computing resources.

11.3.3 Use of these resources, whether in the office or at home, is not private. The Village can and will monitor individual use of network services - including visits to specific web sites and individual e-mail.

11.3.4 Those who use the Village's resources to access web sites containing sexually explicit material or content that could be construed as hostile or inconsistent with the Village's values or employee conduct rules are subject to discipline, up to and including dismissal. Employees who question whether a particular site is prohibited should check with their supervisor.

11.3.5 These computer and network resources are business tools. As such, they must not be used to send or forward threatening or harassing messages or chain letters, or to express personal opinions on behalf of the village in on-line forums.

11.3.6 All use of the Village of Glen Ellyn's network and computing resources, including access to the Internet, must comply with the Village's policies and with all applicable local, state and country laws. Failure to comply will subject the user to discipline, up to and including dismissal.

11.3.7 If you have any questions concerning the use of this policy please contact your immediate supervisor for clarification.

11.4 CELL PHONE POLICY - (Refer to Admin. Order #6) The Village recognizes that the performance of certain job responsibilities may be enhanced by, or may require the use of, a cellular (cell) phone or a smartphone. Employees whose positions require the use of a cell phone or Smartphone either participate in the Village-issued cell phone program or participate in the Village's Cell Phone Stipend Program. This policy provides guidelines for both of these programs.

This policy establishes eligibility, accountability, employee rights and responsibilities. In addition to these purposes, this policy details the Village's stipend plan for eligible employees conducting Village business on personal cellular communication devices. This policy shall encourage employees to transition from handling multiple cell phone devices to a single device as an effort to improve efficiency in handling communication with both internal and external contacts.

11.4.1 Village-Issued Cell Phone Program

A. Eligibility - General eligibility requirements include:

1. The job function of an employee requires considerable time outside of his/her assigned office or work area and it is important to the Village that s/he is accessible during those times;
2. The job function of the employee requires him/her to have wireless data and internet access;
3. The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours; or
4. The employee is designated as a "first responder" to emergencies in the Village.
5. Employees are encouraged to consult with their supervisor regarding their eligibility.

- B. Plan - If an employee meets the eligibility requirements for a cell phone, as outlined above, a Village-issued cell phone or Smartphone may be requested via the employee's supervisor. Once approved by the supervisor, the Village's I.T. Manager or his designee will supply the employee with a Village-issued phone.

The Village-issued cell phone is neither permanent nor guaranteed. The Village reserves the right to remove a participant from this plan and/or cancel the plan if there are insufficient budget resources to meet the plan costs.

C. Equipment

Depending on employee's position and need, the employee may have the option to choose a specific type of cell phone or Smartphone from an approved list of phones (phones provided free to the Village as part of a government plan). If the employee wishes to be issued a cell phone or Smartphone that is not part of the approved list, the requested phone may be issued with the permission of the I.T. Manager and the employee's supervisor. However, should the requested cell phone have an additional cost attached to its purchase, the employee will be required to pay any cost difference between the approved cell phone list and the requested cell phone.

D. Oversight, Approval, & Funding

Individual departments and Department Directors are responsible for identifying employees who hold positions that include the need for a cell phone. Each department is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication (i.e. land-lines, pagers, and/or mobile radios) when such alternatives would provide adequate and less costly service to the Village.

The Department Director is responsible for overseeing employee cell phone needs and assessing each employee's continued need of a cell phone for business purposes. The need for a Village-issued cell phone stipend should be reviewed annually, to determine if existing cell phone provisions should be continued as-is, changed, or discontinued. Village-issued cell phones will be funded by the department submitting the request.

E. Employee Rights and Responsibilities

Employees are required to keep Village-issued cell phones in good working order. Cell phones are not replaced unless a free upgrade is provided by the Village's cell phone provider. Should a Village-issued cell phone come into disrepair prior to the eligibility of free phone upgrade, the Village will be responsible to issue the employee a new phone. However, the Village reserves the right to revoke this free cell phone provision if it deems it necessary due to excessive phone replacement.

The employee should use the Village-issued cell phone mainly for business purposes, however, from time to time, it is understood that a Village-issued cell phone may be used for limited personal purposes. While it is understandable that employees may occasionally need to make brief calls of a personal nature, it is expected that such calls will be kept to a minimum. Moreover, should the use of the cell phone for personal purposes result in additional cost to the Village, the employee may be responsible to cover this additional cost.

The Village's telephone, e-mail, computer, voice mail, Internet, smart phones, digital cameras, and other communication systems are not intended for personal use. The Village may monitor any of these systems to prevent abuse and ensure that our communications

with vendors, members of the public and each other are of the highest quality. By using the telephone, e-mail, voice mail, Internet or other modes of communication, you consent to such monitoring. With regard to the e-mail, computer, voice mail and Internet systems, employees are advised that passwords, varying levels of message protection, and other security measures are all accessible by the Village.

- 1) No Expectation of Privacy: Users have no expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage or transmission of data. All data generated by, created, entered, received, stored or transmitted via the Village's technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted or received 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.

Employees are advised that records related to electronic communications (i.e. calls, text messages, voicemails, or emails) sent from or to---and electronic files (i.e. pictures or electronic files) stored on Village-owned mobile/cellular telephones or other electronic devices---are public information. Information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act except in narrowly defined circumstances. Even public records on personal electronic devices may be subject to disclosure under FOIA. Users are required to provide the Village with access to such devices upon request to facilitate compliance with the law, and, as such, shall tender such devices to the Village Manager immediately upon request. Employees shall not destroy any Village documents, records, data, or files. Employees are also advised that electronic mail is also discoverable and should use professional e-mail etiquette at all times.

- F. Security/Password Protection: Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to the Village's IT Manager as soon as possible.
- G. Cancellation
Any Village-issued cell phone will be immediately retracted from the employee if the employee terminates employment with the Village. The Department Director and I.T. Manager will promptly take reasonable measures to ensure Village-related electronic records residing on those devices is securely stored and archived. In case of a change in job positions, the employee's supervisor must review whether the new position requires the need of a Village-issued cell phone. If it does not, then the Village-issued cell phone will be retracted.

11.4.2 - Cell Phone Stipend Program

A. Eligibility Requirements: Employees are encouraged to consult with their supervisor regarding their eligibility; however, general eligibility requirements include:

1. The job function of an employee requires considerable time outside of his/her assigned office or work area, and it is important to the Village that he/she is accessible during those times;
2. The job function of the employee requires him/her to have wireless data and internet access;
3. The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours; or
4. The employee is designated as a "first responder" to emergencies in the Village.

B. Stipend Plan

1. If an employee meets the eligibility requirements for a cell phone, as outlined above, a stipend may be requested using the *Cell Phone Stipend Agreement* form. The request may be made at any time during the fiscal year, and is only required to be submitted once.
2. Once approved, the stipend amount will be added directly to the employee's compensation and wages (in effect, subject to applicable taxes), at a fixed amount. The Village will pay only the agreed upon amount, even if monthly costs exceed the stipend amount. The employee may be required to turn in their Village-issued cell phone to his/her Department Director.
3. The stipend allowance is neither permanent nor guaranteed. The Village reserves the right to remove a participant from this plan and/or cancel the plan if there are insufficient budget resources to meet the plan costs.

C. Stipend Options

1. Text/Voice/Data Plan Stipend: The amount of the stipend will be determined based on a reasonable basis to justify the minutes or data needed to perform an employee's job responsibilities. The Village has established a tiered model based on the current market rates that provide the following options:

Cellular Service	Stipend
Text Messaging Only	\$10
Voice Only	\$20
Voice/Data	\$50

2. Equipment Reimbursement: The Village may reimburse an employee for the net purchase cost of a cell phone device as a one-time incentive. This reimbursement will be a post-purchase reimbursement issued to the employee. The cell phone will belong to the employee, not the Village. The

amount of the equipment reimbursement may not exceed \$100 for an employee with Voice/Data service or \$50 for an employee with Voice Only service. Activation fees, insurance, taxes, or other fees are not covered under this reimbursement. Employees must submit a bill or purchase receipt for their device in order to receive this reimbursement. The purchase of phone accessories (i.e. car charger, phone case, headphones, etc.) is not eligible for equipment reimbursement funding.

3. The stipend and reimbursement amounts will be evaluated and adjusted periodically to align with market rates.

11.4.3 Oversight, Approval, & Funding:

- A. Individual departments and Department Directors are responsible for identifying employees who hold positions that include the need for a cell phone. Each department is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication (i.e. land-lines, pagers, and/or mobile radios) when such alternatives would provide adequate and less costly service to the Village.
- B. The Department Director is responsible for overseeing employee cell phone needs and assessing each employee's continued need of a cell phone for business purposes. The need for a cell phone stipend should be reviewed annually, to determine if existing cell phone stipends should be continued as-is, changed, or discontinued.
- C. Stipends will be funded by the department submitting the request.

11.4.4 Employee Rights & Responsibilities

- A. The employee is responsible for purchasing a cell phone and establishing a service contract with the cell phone service provider of his/her choice. The employee is responsible for all payments to the service provider. The employee purchases cellular phone service and equipment, determines plan choices, service levels, calling areas, service and phone features, and accepts termination clauses and payment terms.
- B. The employee may use the phone for both business and personal purposes, as needed. The employee may, at his/her own expense, add extra services or equipment features, as desired. If there are problems with service, the employee is expected to work directly with the carrier for resolution as soon as possible to minimize service disruption. The employee will be responsible for any costs or fees associated with these issues.
- C. To ensure the stipend remains a reimbursement not subject to income tax deductions, an employee receiving a cell phone stipend must submit to the Finance Department, a copy of the summary monthly access plan

charges at minimum on a quarterly basis. If the employee terminates the wireless contract at any point, s/he must notify his/her supervisor and the Finance Department within five (5) business days to terminate the stipend.

- D. The Village does not accept any liability for claims, charges or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or federal laws (e.g. usage of cellular devices while driving) will constitute misuse, and will result in immediate termination of the cell phone stipend.

- 11.4.5 **No Expectation of Privacy:** Users have no expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage or transmission of data. All data generated by, created, entered, received, stored or transmitted via the Village's technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted or received via the Village's technology resources or that is stored by a third-party electronic communication service or remote computing service, and have no expectation of privacy in such information.

Employees are advised that Village/public records related to electronic communications (i.e. calls, text messages, voicemails, or emails) sent from or to and electronic files (i.e. pictures or electronic files) stored on the mobile/cellular telephone or electronic devices are public information. Information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act except in narrowly defined circumstances. **Even public records on personal electronic devices may be subject to disclosure under FOIA.**

Users are required to provide the Village with access to such devices upon request to facilitate compliance with the law and, as such, shall tender such devices to the Village Manager immediately upon request. Employees shall not destroy any Village documents, records, data, or files. Employees are also advised that electronic mail related to Village business is also discoverable and should use professional e-mail etiquette at all times.

- 11.4.6 Security/Password Protection: Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to the IT Department as soon as possible.
- 11.4.7 Data Maintenance: Employees are expected to delete all Village data from the cell phone when their employment with the Village expires, except when required to maintain the information in compliance with a litigation hold notice, statutes of limitations, or other applicable legal requirement.

11.4.8 Cancellation: Any stipend agreement will be immediately cancelled if an employee receiving a cell phone stipend terminates employment with the Village. Any such stipend will also be cancelled if an employee changes job positions. In case of a change in job positions, a new *Cell Phone Stipend Agreement* form must be re-submitted per the procedures outlined below to establish the continued business need for a cell phone. If, prior to the end of the cell phone contract, a voluntary decision by the employee, employee misconduct, or misuse of the phone results in the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation.

11.4.9 Cell Phone Stipend Procedure

- A. Employee submits request on the *Cell Phone Stipend Agreement* form to Department Director or Supervisor along with a copy of the summary monthly access plan charges and/or bill.
- B. Department Director or Supervisor grants or denies the request.
- C. The form for granted requests is sent to the IT Manager and Finance Director.
- D. Once approved, the IT Manager will work with the Employee to configure connectivity, issue test pages and/or emails, and update the employee's contact information in the Outlook staff directories.
- E. Upon confirmation that the employee is successfully receiving messages on their personal phone, the employee turns in their Village issued cell phone (If previously assigned) to their Department Director.
- F. The Department Director sees that the department's contact information for the employee is updated and notifies the necessary people in the department of the new number at which to contact the employee.
- G. Employee submits quarterly summary bill statements to the Finance Department.
- H. Relinquished Village-issued cell phones are sent to IT, which will retain or donate the phone and notify the Village's cell phone provider to cancel the telephone from the Village account.

11.4.10 Employee Conduct and Use of Electronic Devices: Use of Village telephone, e-mail, voice mail, computer or other electronic communication devices in a manner that does not comply with the Village's equal employment, harassment or other policies or standards of conduct is strictly prohibited. Any unauthorized or inappropriate use of electronic devices may result in disciplinary action, up to and including termination. Anyone using Village technology resources for defamatory, illegal, fraudulent or other inappropriate purposes may also be subject to civil liability or criminal prosecution, where appropriate. If you suspect an employee is misusing Village resources, you are responsible for immediately reporting the misuse to your Supervisor, Department Director, or Human Resources.

11.5 SOCIAL MEDIA - (Refer to Admin. Order #9) The Village will use social media to deliver information to residents and businesses in a timely, fact oriented and engaging manner. The Village's website will be the primary internet source. Social media outlets will be secondary.

11.5.1 Approval and Administration - The Village's Communication Coordinator will:

- a. Oversee and confirm decisions regarding social media sites including authorization of sites
- b. Evaluate requests for usage
- c. Verify staff being authorized to use social media tools
- d. Maintain a list of social media domains, active account logins and passwords

- e. Change passwords or administrative rights if an employee is terminated

11.5.2 Social Media Restrictions - Social media administrators must not use social networking sites to include:

- a) Content in support or opposition of political campaigns or ballot issues
- b) Content that fosters discrimination of any type
- c) Content that supports illegal activity
- d) Information that compromises public safety
- e) Content that violates legal ownership interest
- f) Content that seeks gift support inconsistent with the Village Ethics Policy
- g) Personal opinion or subjective information
- h) Direct conversations of any type

11.5.3 Comment Policy - The Village reserves the right to delete the kinds of comments noted in the list below. This list is not exhaustive, but representative of the types of comments that may be deemed inappropriate:

- a) Comments containing vulgar or threatening language;
- b) Personal attacks of any kind;
- c) Comments that promote, foster, or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, genetics, status with regard to public assistance, national origin, physical or intellectual disability or sexual orientation;
- d) Comments not relevant to topic, or unintelligible comments;
- e) Spam or links to other sites;
- f) Comments that advocate illegal activity;
- g) Comments that promote particular services, products, or political organizations or causes;
- h) Comments that infringe on copyrights or trademarks;
- i) Comments that include personally identifiable medical information; or
- j) Comments that include information that may compromise the safety, security or proceedings of public systems or any criminal or civil investigations.

11.5.4 Compliance - All authorized employees granted permission to post on these sites must be in compliance with all federal, state and local laws. This includes plagiarism and 1st Amendment privacy protections.

11.5.5 Employees' Personal Social Media Pages - Village employees, during and after work hours, are representatives of the Village of Glen Ellyn. The Village's policy regarding the use of personal social media pages by employees is as follows:

- a) If an employee lists Village of Glen Ellyn as an employer on a private social media page, careful consideration should be given to posts and photos uploaded to pages.
- b) The Village logo may not be used by employees on personal social media pages.
- c) Employees should consider customizing their privacy settings to determine what and with whom personal comments are shared.
- d) All Village rules/policies apply to social media conduct, including any/all anti-harassment/discrimination and prohibitions on releasing confidential information.
- e) Nothing in this policy shall be deemed or interpreted as governing the private activities of these individuals when using social media websites for their own personal and private use provided that it is clear from such use that they are acting

in a personal and private capacity and not for or on behalf of the Village of Glen Ellyn.

- f) Employees are reminded that: Village rules and policies apply to social media conduct to the same extent as other off-duty conduct.
- g) Employees should never use their Village email account or password in conjunction with a personal social networking site.

11.5 CONFIDENTIALITY - Like any business, the Village must maintain the confidentiality of various business records and information. All employees are strictly prohibited from using, copying, or disclosing confidential information except as necessary to perform their job duties for the Village. Confidential information includes all business and financial records or information regarding the Village; information or records regarding any of its past or present employees; correspondence or contracts with any manufacturers, distributors, or other entity; this Personnel Manual; or operating policies or procedures of the Village. All employees are expected to comply strictly with this important policy both during and after their employment with the Village.

11.6 IDENTITY PROTECTION POLICY - This policy is adopted pursuant to the Identity Protection Act (5 ILCS 179/1 *et seq.*) to protect social security numbers from unauthorized disclosure.

A. PROHIBITED ACTS: No Village employee may do any of the following:

1. Publicly post or publicly display or otherwise intentionally communicate or otherwise by intentionally make available to the general public in any manner an individual's social security number.
2. Print an individual's social security number on any card required for the individual to access products or services provided by the Village.
3. Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
4. Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless state or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope's having been opened.
5. Collect, use, or disclose a social security number from an individual, unless:
 - i. required to do so under state or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;

- ii. the need and purpose for the social security number is documented before collection of the social security number; and
 - iii. the social security number collected is relevant to the documented need and purpose
- 6. Require an individual to use his or her social security number to access an internal website.
- 7. Use the social security number for any purpose other than the purpose for which it was collected.
- 8. Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

B. EXCLUSIONS FROM PROHIBITIONS: The above-listed prohibitions do not apply in the following circumstances:

- 1. The disclosure of social security numbers to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Identity Protection Act on a governmental entity to protect an individual's social security number will be achieved.
- 2. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.
- 3. The collection, use, or disclosure of social security numbers in order to ensure the safety of: state and local government employees; persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a state or local government agency facility.
- 4. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.
- 5. The disclosure of social security numbers by a state agency to any entity for the collection of delinquent child support or of any state debt or to a governmental agency to assist with an investigation or the prevention of fraud.

6. The collection or use of social security numbers to investigate or prevent fraud to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit,

C. FREEDOM OF INFORMATION ACT REQUESTS: Consistent with the Illinois Freedom of Information Act, Village employees must redact social security numbers from information or documents being supplied to the public pursuant to a Freedom of Information Act request before allowing the public inspection or copying of the information or documents.

D. APPLICABILITY: This policy does not apply to the collection, use, or disclosure of a social security number as required by state or federal law, rule, or regulation. This policy does not apply to documents that are recorded with a county recorder or required to be open to the public under any state or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois. If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, any Village employee that complies with the federal law shall be deemed to be in compliance with this policy.

E. IDENTITY PROTECTION PROCEDURES: All Village employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers.

- a. The training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information. Only Village employees who are required to use or handle information or documents that contain social security numbers have access to such information or documents.
- b. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- c. When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the Village is collecting and using the social security number shall be provided to the individual.

Chapter 12

ETHICS POLICY

12.1 PURPOSE OF THE GLEN ELLYN ETHICS POLICY - It is the policy of the Village of Glen Ellyn to uphold, promote, and demand the highest standards of ethical behavior from all elected and appointed civil servants. Accordingly, all elected officials, advisory commissioners and board members, appointed volunteers, employees, and others regulated in this chapter, shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties. All shall comply with all applicable laws, ordinances and policies, and never use their village position or powers improperly, or for personal or private gain. Undisclosed and unmanaged conflicts of interest are undesirable because they may lead to the appearance that a civil servant is placing his or her interests above the public interest.

The Village of Glen Ellyn and its civil servants share a commitment to ethical conduct in service to the community. The purpose of this ethics policy is to ensure that all persons associated with the Village as civil servants or others regulated in this chapter have clear guidance for carrying out their roles and responsibilities. (Ord. 5921, 2-28-2011)

12.2 APPLICATION OF LAWS AND POLICIES- All civil servants of the Village of Glen Ellyn, as defined herein, are subject to the provisions of this ethics policy and applicable state law addressing ethics. In addition, the actions of civil servants, to the extent applicable, shall be subject to the provisions of the Village of Glen Ellyn personnel manual and any other rules of operation and performance, including written contracts, applicable to the performance of their duties. (Ord. 5921, 2-28-2011)

12.3 DEFINITIONS- For purposes of this policy, the following definitions shall apply:

CIVIL SERVANT: Any individual who serves the Village of Glen Ellyn in an official capacity as an elected or appointed official, member of advisory commissions and boards, appointed volunteer or employee.

FAMILY RELATIONSHIP OR FAMILY MEMBER: Any "relationship" defined as follows: spouse, domestic partner, parents, parents of spouse or domestic partner, siblings, siblings of spouse or domestic partner, children (including adopted), and children of spouse or domestic partner (including adopted).

FINANCIAL INTEREST: Any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee or otherwise; whether present, promised or reasonably expected; whether direct or indirect, including interests as consultant, representative or other person receiving (or who may be receiving) remuneration, either directly or indirectly, as a result of a transaction; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent; whether such interest is held directly or indirectly by the civil servant, the spouse or minor child of such civil servant, or any other person with a family relationship with such civil servant owning or sharing the same household as the civil servant. Interest shall not include: a) interest in a mutual fund or managed account; b) an ownership interest of less than five percent (5%) in any business entity; or c) an interest of general applicability affecting others in similar situations.

GIFT: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and

honoraria for speaking engagements related to or attributable to government civil servants or the official position of a civil servant.

NONFINANCIAL INTEREST: Any nonfinancial consideration that is substantial enough to affect a civil servant's judgment or that could lead to the appearance that the civil servant's judgment has been affected. Such interests may be direct or indirect, through business, investments, family or personal relationships.

PERSONAL RELATIONSHIP: Any personal relationship that would prevent an individual from acting with impartiality.

RECUSE: To refrain from participation in any official discussion, meeting or deliberation regarding a transaction and, where permitted to vote, to cast a vote of recusal when any vote is taken on such transaction.

TRANSACTION: Any matter, including, without limitation, contracts, work or business with the Village, the sale or purchase of real estate by the Village and any requests for zoning, development or subdivision approvals, including, without limitation, rezonings, variations and special use permits, licenses or other requests, pending before the Village, with respect to which a civil servant performs an official act or action. (Ord. 5921, 2-28-2011)

12.4 ETHICS OFFICER-

The position of ethics officer is hereby established for the Village. The ethics officer shall be appointed by the Village President subject to the confirmation by the Village Board. The ethics officer must have training in the establishment and performance of ethical standards. The ethics officer shall receive the salary that is established by motion at the time of appointment or set from time to time. Should an ethics complaint be filed, the ethics officer will:

1. Determine whether or not the complaint presents a basis for investigation.
2. If the complaint is determined to not present a basis for investigation, no further action will be taken.
3. If the complaint is determined to present a basis for investigation, the ethics officer will conduct an investigation.
4. Upon the completion of the investigation, based on its findings, the ethics officer will either.
 - a. Take no further action, or
 - b. Make a recommendation to the Village President and Village Board for consideration of one of the following courses of action:
 - c. Referral of the matter to the Village Prosecutor for prosecution of violation(s) of local ordinances.
 - d. Some lesser action deemed appropriate.
5. The Village Board shall determine whether the matter should be referred to the Village Prosecutor, or whether some lesser action is appropriate.
6. The Ethics Officer shall also reply to requests seeking an opinion as to whether a matter may represent a potential conflict of interest, or an actual conflict or other questions

regarding this chapter. The ethics officer shall also carry out such other duties within the scope of this chapter as shall be specifically directed in writing by the Village President or action of the Village Board. Any complaint that a violation of this chapter has taken place shall be in writing, shall be signed and shall be filed with the ethics officer. If any other civil servant should receive a written and signed complaint, which has been mistakenly given or sent, it shall be promptly filed with the ethics officer. (Ord. 5921, 2-28-2011)

12.5 CONFLICTS OF INTEREST - All civil servants shall avoid situations that present a conflict of interest, or a potential conflict of interest. It is the responsibility of all civil servants to solely serve the public interest of the Village of Glen Ellyn. To achieve that requirement it is necessary to avoid situations that present dual interests that can compromise, or appear to compromise the objectivity of decisions.

- (A) Prohibited Transactions: No civil servant shall participate in any transaction in which: 1) a "financial interest" as defined in this chapter would present a conflict of interest or a potential conflict of interest, 2) a "nonfinancial interest" as defined in this chapter would present a conflict of interest or a potential conflict of interest, 3) participation would constitute a conflict of interest under the statutes or common law of the state of Illinois.
- (B) Recusal: Any civil servant shall recuse himself or herself in connection with any transaction that comes before such civil servant in the course of his or her duties, whenever such civil servant has: 1) any interest in the transaction; 2) any family relationship with a person having an interest in such transaction; or 3) any interest in an applicant appearing before the civil servant in an official capacity, even if the civil servant does not have an interest in the transaction itself.
- (C) Notification: Upon becoming aware of any conflict of interest as described in subsection (A) of this section, any civil servant shall promptly provide written notification, within forty eight (48) hours, to the appropriate authority of such conflict and the civil servant's recusal from any official action with respect to the transaction, as follows:
 - i. Employees, appointed officers or appointed volunteers shall notify the Director of the Department and the Village Manager;
 - ii. The Village Manager shall notify the Village President and the Board of Trustees;
 - iii. Members of boards and commissions shall notify the chairperson of such board or commission;
 - iv. Chairpersons of boards and commissions shall notify the Village Manager, Village President and the Board of Trustees;
 - v. The Village President shall notify the Village Manager and the Board of Trustees.
 - vi. Any person serving in an elected position shall notify the Village President, Village Manager and the other members of the Board of Trustees.
- (D) Nonappearance Before Same Board Or Commission: No civil servant required to recuse himself or herself in connection with a transaction shall appear before the board or commission of which he or she is a member with respect to such transaction
- (E) Nonparticipation And Disclosure Before Other Board Or Commission: Any civil servant who has actual knowledge that he or she, individually or through a family relationship, has an interest in a transaction pending before a board or commission on which the civil servant does not serve as a member, either: 1) shall not appear or participate personally before the other

board or commission on which he or she does not serve relating to such transaction; or 2) shall disclose such interest on the record prior to participating in any proceeding before a village board or commission.

- (F) Potential Conflict of Interest: The Glen Ellyn community has a right to expect that the public interest will be served by all individuals involved in local government. To maintain the public trust it is imperative that civil servants present an image of objectivity and fairness in all official actions. Civil servants have the continual and ongoing obligation to promptly disclose not only any known conflicts of interest but also to identify any issues that may have the potential for a conflict of interest, and if they are in doubt to seek the opinion of the ethics officer. When such advice is sought, the ethics officer will determine if the potential conflict requires the civil servant to take or refrain from taking some action. (Ord. 5921, 2-28-2011)

12.6 GIFT BAN- No civil servant or family member shall accept any prohibited gift, favor or consideration from any person or entity directly or indirectly involved in business dealings with the Village. Nor shall any civil servant accept any prohibited gift, favor or consideration of value that may influence, or has the appearance of influencing a civil servant in the performance of their public duties.

A. Prohibited Gifts: Except as otherwise provided in this section, no civil servant shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or state statute, rule, or regulation. A prohibited source shall be any person or entity that is seeking an action or inaction from the village, is doing business or seeks to do business with the village, conducts activities regulated by the village or has interests that may be substantially affected by the performance or nonperformance of the civil servant. This ban applies to and includes the spouse of and immediate family living with the civil servant. No individual shall intentionally offer or make a gift that violates this section.

B. Exceptions: The restrictions do not apply to the following:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the civil servant pays the market value.
3. Any contribution that is lawfully made under the election code or under this chapter or activities associated with a fundraising event in support of a political organization or candidate.
4. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
5. Anything provided by an individual based on a personal friendship unless the civil servant has reason to believe that, under the circumstances, the gift was provided because of the civil servant's position and not because of the personal friendship. In determining whether a gift is provided on the basis of

personal friendship the civil servant shall consider the circumstances under which the gift was offered, such as:

- a) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
 - b) Whether to the actual knowledge of the civil servant the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
 - c) Whether to the actual knowledge of the civil servant the individual who gave the gift also at the same time gave the same or similar gifts to other civil servants.
 - d) Intragovernmental and intergovernmental gifts. For the purpose of this section, "intragovernmental gift" means any gift given to a civil servant from another civil servant of the village, and "intergovernmental gift" means any gift given to a civil servant by an official of any other governmental entity.
 - e) If provided for in the village's budget, the recognition of a civil servant's life event such as birth, death, marriage, illness, or retirement such as flowers or a donation.
 - f) Bequests, inheritances, and other transfers at death.
6. Food or refreshments not exceeding seventy five dollars (\$75.00) per person in value on a single calendar day; provided that the food or refreshments are:
a) consumed on the premises from which they were purchased or prepared or b) catered. For the purpose of this section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means.
7. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than one hundred dollars (\$100.00).
8. Each of the exceptions listed in this section is mutually exclusive and independent of one another.
- C. Gift Ban & Disposition Of Gifts: A civil servant does not violate this section if the civil servant promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under section 501(c)(3) of the internal revenue code of 1986, as now or hereafter amended, renumbered, or succeeded. (Ord. 5921, 2-28-2011)

12.7 POLITICAL ACTIVITY-

- A. Political Activities: Employees shall not intentionally perform any political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any village property or resources by engaging in any political activity for the benefit of any campaign for elective office or any political organization.

- B. Coerced Political Activity: At no time shall any elected civil servant or supervisory employee intentionally misappropriate the services of any employee by requiring that employee to perform any political activity as part of that employee's duties, as a condition of village employment, or during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off).
- C. Compensated Political Activity: A Village employee shall not be required at any time to participate in any political activity in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.
- D. Rewarded Political Activity: A Village employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the employee's participation in any political activity, which is prohibited under subsection (A), (B) or (C) of this section.
- E. Exceptions: Nothing in this section prohibits activities that are otherwise appropriate for a Village employee to engage in as a part of his or her official employment duties or activities that are undertaken by an employee on a voluntary basis as permitted by law. (Ord. 5921, 2-28-2011)

12.8 TREATMENT OF CONFIDENTIAL AND SENSITIVE INFORMATION- No civil servant or former civil servant shall disclose or improperly utilize any confidential information learned during employment with the Village without prior authorization. Authorization for disclosure by elected civil servants and the Village Manager shall be provided by the Village President in writing. Authorization for disclosure by employees shall be provided by the Village Manager in writing.

"Confidential information" shall mean any nonpublic information, written or otherwise, including information exempt from disclosure pursuant to the open meetings act, the freedom of information act, or information exempt from disclosure pursuant to written agreement. (Ord. 5921, 2-28-2011)

12.9 USE OF AUTHORITY / INFLUENCE-

- A. Use of Position to Influence Employment for Others: No elected civil servant shall directly or indirectly communicate with staff seeking to influence the hiring or termination of an employee or contractor. Such discussions shall be conducted with the Village President or Village Manager, or in accordance with the requirements of the open meetings act, with members of the Village Board.
- B. Use of Position to Seek Favors for Self or Others: No civil servant shall directly or indirectly obtain or seek to obtain preferential treatment for himself or herself or any other individual or entity. Civil servants shall follow the same rules, regulations and processes that are applicable to the general public. Village staff shall maintain a record of all written or oral communications from all elected officials and Department Directors in which the requester appears to be directly or indirectly seeking to obtain preferential treatment for himself or herself or any other individual or entity. The communications from Department Directors should always be reported when they involve requests unrelated to that individual's duties in the Village. All such requests should be reported to the Village President and to the Village Manager, who may choose to inquire from the ethics officer or the prosecutor whether the communication constitutes a violation of this chapter.

Village staff may also transmit communications from other civil servants which they believe may violate this code.

- C. Use of Position to Misrepresent Official Policy: No civil servant shall utilize his or her role to intentionally misrepresent the policy or position of the Village of Glen Ellyn.
- D. Discrimination: No civil servant shall engage in discriminatory behavior based upon race, age, sex, sexual orientation, gender identity, religious affiliation, marital status or any other protected status under applicable law. (Ord. 5921, 2-28-2011)

12.10 STATEMENT OF ECONOMIC INTEREST- In accordance with state statutes, the Village Clerk annually prepares a list of civil servants who are required to file a statement of economic interest. All civil servants subject to the law are required to complete and file the statement in accordance with the deadlines established by the DuPage County Clerk. (Ord. 5921, 2-28-2011)

12.11 VENDORS - To the extent that vendors such as the supplier of goods or services to the Village perform tasks as representatives or agents of the village, they shall be subject to the provisions of this chapter, as if they were civil servants. Their exposure as persons whose actions would subject them to violations of this chapter shall be limited to the actual times when they supply goods, or perform services for the village and interact with persons or entities who are seeking or resisting municipal actions. (Ord. 5921, 2-28-2011)

12.12 GENERAL PENALTY- Any civil servant, excluding appointed volunteers, convicted of a violation of any section contained within this chapter shall be fined a sum of not more than seven hundred fifty dollars (\$750.00) for each violation. A violation committed shall be considered a separate offense each day. In addition, violations of the provisions of this chapter may be utilized to take disciplinary action up to and including discharge for civil servants who are employees, serve in appointed offices, or are appointed volunteers. Elected officials, who violate any provisions of this chapter, may, upon conviction, be fined as provided for in this section, and such violations may be utilized by the corporate authorities to determine whether that person's actions should be censured. (Ord. 5921, 2-28-2011)

Appendix A: EMPLOYEE BENEFITS ELIGIBILITY TABLE

BENEFIT TYPE	FULL-TIME (EXEMPT AND NON- EXEMPT)	PART-TIME	SEASONAL/ TEMP	ELIGIBILITY DATE	APPLICATION DUE DATE	PAGE
Health Insurance	Eligible	Must work >30hrs/week (i.e. 1,560 hrs/year)	Not eligible	1 st day of month following date of hire	Within 30 days from start date	82
Dental Insurance	Eligible	Must work >30hrs/week (i.e. 1,560 hrs/year)	Not eligible	1 st day of month following date of hire	Within 30 days from start date	82
Paid Leave	Eligible	Eligible (Refer to Admin. Order #46)	Eligible	As earned/accrued	n/a	30,35
Life/ AD&D Insurance (\$50K)	Eligible	Must work >30hrs/week (i.e. 1,560 hrs/year)	Not eligible	First date of employment	n/a	82
Pension Benefits	Eligible	Eligible – IMRF (>1,000 hrs/yr) Eligible – Sworn Police	Not eligible	First date of employment	n/a	82
Safety Incentive Award	Eligible	Eligible	Not eligible	First date of employment	n/a	83
Optional Benefits	Eligible	Must work >30hrs/week (i.e. 1,560 hrs/year). Some optional benefits are also available to part-time employees working <30 hrs/week.	Not eligible with certain exceptions	First date of employment (457b retirement plans, FSA, Credit Union, Group Universal Life & Accident Ins., IMRF Supplemental Term Life, IMRF-Voluntary Additional Contributions)	Anytime (457b retirement plans, Credit Union, & IMRF Voluntary Additional Contribution Plan); Within 30 days from start date (FSA, Group Universal Life) & Accident Ins.; Within 90 days from start date (IMRF Supp. Life)	83
Continuation of Health Care (COBRA)	Eligible (must be enrolled in a health insurance plan)	Eligible (must be enrolled in a health insurance plan)	Not eligible	To be determined	Within 60 days of written notice	86

Continuation of Statutory Health Care Retirement/ Disability	Eligible (must be enrolled in a health insurance plan and approved to receive retirement or disability benefits)	Eligible (must be enrolled in a health insurance plan and approved to receive retirement or disability benefits)	Not eligible	To be determined	Within 31 days of written notice	87
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Appendix B: EMPLOYEE BENEFITS

The benefits outlined in this chapter are specific to the period of January 1, 2016 through December 31, 2016. The Village reserves the right to change or terminate vendors, policies or procedures, with or without notice. In all instances, the actual plan documents govern terms of participation and eligibility.

HEALTH CARE AND DENTAL BENEFITS

The Village provides a competitive health and dental insurance benefit plan for eligible employees. For information about each coverage type, plan highlights, summary plan descriptions, and insurance carrier contact information, please call Human Resources.

LIFE AND ACCIDENTAL DEATH/DISEMBLEMENT INSURANCE

Life and AD&D insurance is provided for all individuals employed by the Village on a full or part-time basis (at least 30 hours/week, 52 weeks/year). The amount of insurance is:

\$50,000 prior to age 65
\$37,500 age 65-69
\$25,000 age 70-74
\$17,500 age 75 plus

Coverage as an active employee ceases upon separation from Village service. The policy, however, is portable upon separation, with the individual responsible for 100 percent of the non-group rates. See Human Resources to obtain an information policy booklet.

PENSION BENEFITS AND SHORT/LONG-TERM DISABILITY

Employees (non-sworn) who work 1,000 hours per year or more (at least 20 hours/week, 52 weeks/year) are eligible for pension benefits through the Illinois Municipal Retirement Fund (IMRF). These benefits include retirement income, disability and death benefits and are payable to qualifying members. They are in addition to those provided by Social Security. Contributions are made by the individual and the Village. Employees are vested for pension benefits after eight (8) years of service credit for Tier 1, and ten (10) years for Tier 2 qualifying employees. The advantages of IMRF membership include:

- Guaranteed Return of 100 percent of member contributions (subject to early withdrawal penalties, if applicable);
- Retirement benefits based upon your final rate of earnings calculated over a defined period of time;
- Survivor benefits;
- Temporary/short-term disability benefits; and
- Total and permanent disability benefits.

For more information about the many benefits of IMRF participation, please contact IMRF directly. For pension and disability benefits of sworn Police employees, please contact your local Pension Board representative of the Police Pension Fund.

SERVICE RECOGNITION AWARDS

Regular full-time and part-time employees are eligible for periodic service awards based upon years of service, according to the following schedule. Awards are paid to the employee in the form of Glen Ellyn Chamber of Commerce Gift Certificates. (Refer to Admin. Order #53)

Years of Service	\$ (Gift Certificate)
5	50
10	75
15	100
20	125
25	150
30	175
35	200
40	225

SAFETY INCENTIVE AWARDS PROGRAM:

The Village recognizes that its employees are key partners in the loss prevention equation. To evaluate and recognize employee's contributions to safety and loss prevention, the Village provides an incentive program, in which regular full-time and part-time employees are eligible to participate. The program is based upon a points system in which eligible employees may redeem for gifts/prizes via the Village's contract vendor. For further details, please contact the Assistant Village Manager.

OPTIONAL BENEFITS

The Village of Glen Ellyn offers the following optional programs that may be of benefit to you. These benefits are available to all full-time employee, and subset of these voluntary benefits are also made available for regular part-time employees. For more information and enrollment materials, please contact the Assistant Village Manager.

DEFINED CONTRIBUTION RETIREMENT SAVINGS PLAN (457 PLAN)

The Defined Contribution Retirement Plan is a voluntary program that allows you to invest today for your retirement. Your contributions are subject to Pension (Fire, Police or IMRF) and FICA withholding. Federal income taxes are deferred until your assets are withdrawn. Your contributions are not subject to Illinois state income taxes nor will you be required to pay Illinois state income taxes upon withdrawal. Upon separation, if you reside or move to another state, please contact the Village's 457 provider for specific state tax information.

Participation is handled through payroll deduction so your taxes are reduced each pay period. The 457 plan allows you to increase, decrease, stop and restart contributions as often as you wish. There is no minimum amount required. Under Section 457 of the Internal Revenue Code, you may defer each year a maximum of 100 percent of your "gross compensation" or an annual dollar limit, whichever is less. For current year contribution dollar limits, contact Human Resources.

- **By participating in the 457 Plan, you have the advantage of:**
- **Deferred taxes.** You do not pay current Federal income taxes on money you defer. As a result, you pay less tax each year, and the money you would have paid in taxes is invested for your future security. You pay no taxes on the earnings in your account as they accrue.

- **A retirement plan.** A deferred compensation plan serves as an excellent way to supplement other retirement savings programs.
- **A flexible investment program.** Deferred compensation is invested according to your choice of a variety of investment vehicles. Earnings, also tax deferred, are invested as accrued.
- **It's portable.** If you change jobs, you can consolidate your savings in another public sector employer's 457 plan, a qualified 401(k) plan, a tax-sheltered 403(b) annuity plan, or a Traditional IRA.
- If you retire or leave service early, **there is no penalty for withdrawals.** You will pay Federal income taxes but not Illinois state income taxes. If you reside or move to another state, please contact ICMA for specific state tax information.

PAYROLL ROTH IRA's

The Village's defined contribution retirement plan also offers the advantage of another savings tool for your overall retirement savings portfolio. An Individual Retirement Account, or IRA, is a special tax-advantaged account that allows you to build savings for your retirement. One of the primary benefits of an IRA is that your investment's earnings compound tax-deferred. Another benefit is that because you contribute to a Roth IRA on an after-tax basis, you have the opportunity to withdraw earnings on a tax-free basis, assuming certain conditions are met. For further information about this benefit, please contact Human Resources. The Village encourages employees to consult with a licensed investment or tax professional to learn more about the advantages and disadvantages of a Roth IRA.

FLEXIBLE SPENDING ACCOUNTS (FSA)

FSAs assist individuals in reducing the cost of dependent care expenses, uninsured medical costs and insurance premiums. Since your deposits are not subject to Federal income taxes, State income taxes or FICA, this is the most tax advantaged way to pay for qualifying medical expenses. The Village uses a third-party administrator (TPA); see *Appendix A* for contact information. Section 125 of the Internal Revenue Code allows individuals to deposit a portion of their salary into a special reimbursement account.

Plan Features:

- **Direct Deposit** – Wire transfers from the Village to the TPA speed up the reimbursement process. You may also request that the TPA direct deposit your reimbursement checks to your bank.
- **Flex Convenience Card** – It works like a debit card and can be used nationwide where MasterCard is accepted.
- **Online Access.** You can create your own account and be able to review account information such as claim and payment history. You can also change your personal information. Through your on-line account, you can view your year-to-date deposits, current balances, claims, dates of reimbursements and summary information.

During open enrollment, you may declare the amount per paycheck that you want deposited for child care/dependent care or medical expenses for the following plan year. Employee health insurance premium contributions are automatically deducted pre-tax via payroll, and are excluded from an employee's annual medical expense pledge amount.

The decision to participate in FSA may not be changed after the start of the year, unless there is a qualifying event. The amount will be taken out of each pay check and credited to your account(s). Pursuant to IRS regulations, you may elect up to a maximum of \$2,500 per year on

the unreimbursed medical section of your FSA. You may elect up to \$5,000 per year for qualified dependent care expenses. For the money to be drawn out of your account, you must have already paid for the services.

“Use it or Lose it”

Section 125 Internal Revenue code states, “Flexible spending accounts are ‘use-it-or-lose-it’ plans. This means that amounts in the account at the end of the plan year cannot be carried over to the next year. The Village is not permitted to refund any part of the balance to you. *(More information regarding Section 125 regulations is available at <http://www.irs.gov/publications>).*”

Thus, it is important that your expenses for the plan year not be overestimated. If you do not actually have eligible expenses during the plan year that equal or exceed the amount you have on deposit, that money on deposit is lost. It cannot be drawn out to cover the next plan year’s expenses and it cannot be drawn out in cash.

However, the Village’s plan does provide for a grace period of up to 2½ months after the end of the plan year (January 1 – December 31). Any qualified medical expenses incurred in that period can be paid from any amounts left in the account at the end of the previous year. Claims can be incurred through March 15 of the following year. Deadline for submitting claims is April 30 of the following year. For more detailed information about this benefit, please refer to the Summary Plan Document, which may be obtained from the Assistant Village Manager’s Office.

CREDIT UNION MEMBERSHIP

Through Village employment, you are eligible for participation in one of two credit unions. Some of the advantages of membership in these member-owned institutions include:

- Effortless saving through payroll deduction;
- Low cost loans.

For contact information, please see Appendix or contact Assistant Village Manager’s Office.

GROUP UNIVERSAL LIFE, LONG-TERM CARE, AND ACCIDENT INSURANCE

The Village provides a voluntary life insurance program. Actual levels of coverage are determined by the participant, which affects the cost of the premium. Payments are made in the form of payroll deductions. Enrollment materials and coverage types can be obtained from Human Resources.

Each participant owns his or her policy. Should the individual leave the Village, the policy remains in effect at group rates and he or she will be billed directly at home. This program is based on group rates for the life insurance feature. The rates take into consideration the scope of occupational risks required by each employee’s duties for the Village.

IMRF SUPPLEMENTARY LIFE - IMRF MEMBERS ONLY

The Village offers voluntary life insurance coverage through the National Conference on Public Employees Retirement Systems (NCPERS). It is available to IMRF members only. The monthly participation fee and payments are made in the form of payroll deductions. The effective date for this plan is the first of the month following your first payroll deduction. Enrollment materials and costs can be obtained from Human Resources.

Among the highlights of the program are:

- The NCPERS Plan is an affordable plan, regardless of your age.

- Coverage for your eligible dependents is included in your premium amount.
- You do not need to answer any health questions or take a medical exam if you enroll during the open enrollment period.

VOLUNTARY ADDITIONAL CONTRIBUTION (VAC) RETIREMENT SAVINGS PROGRAM- IMRF MEMBERS ONLY

IMRF's Voluntary Additional Contribution (VAC) program is an easy way to help you save additional retirement income. Voluntary Additional Contributions:

- Are limited to a maximum of 10% of your IMRF reportable earnings, up to the Tier 2 wage cap.
- Are after tax, not tax-deferred.
- Are a separate individual account consisting only of your contributions and any interest you earn on them. **Employers do not make any contributions to your VA account.**
- Accrue interest differently than traditional saving accounts.
- Continue to earn interest for as long as they are left on deposit with IMRF

CONTINUATION OF HEALTH CARE COVERAGE (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires most employers with group health plans to offer employees the opportunity to temporarily continue their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff, or other change in employment status (referred to as "qualifying events"). Per Village policy, individuals electing COBRA coverage are required to pay 102 percent of the total premium.

1. Specific Events ("Triggering Events") that can be Qualifying Events:

The statute specifies six triggering events that, if they result in a loss of coverage, can be qualifying events:

- Death of the covered employee;
- Voluntary or involuntary termination of the covered employee's employment other than by reason of gross misconduct (note that a retirement is considered a termination of employment);
- Reduction in hours of the covered employee's employment;
- Divorce or legal separation of the covered employee from the employee's spouse;
- Dependent child ceasing to be a dependent child under the generally applicable requirements of the plan; and
- An employer's bankruptcy, but only with respect to health coverage for retirees and their families.

The employee must notify Human Resources within 31 days of the date of the following qualifying events:

- Death of a covered employee;

- Termination or reduction of hours of the covered employee;
- The covered employee becomes entitled to Medicare; and
- The commencement of a bankruptcy proceeding of the employer.

The "qualifying event" in this context means the date of the triggering event, not the date that coverage is lost.

2. Length of COBRA continuation coverage available to a qualified beneficiary:

- Up to 18 months for covered employees, as well as their spouses and their dependents, when workers otherwise would lose coverage because of a termination or reduction of hours.
- Up to 29 months for employees who are determined to have been disabled at any time during the first 60 days of COBRA coverage and applies as well to the disabled employee's non-disabled qualified beneficiaries.
- Up to 36 months for spouses and dependents facing a loss of employer-provided coverage due to an employee's death, a divorce or legal separation, or certain other "qualifying events."

Qualified Beneficiaries:

Under the statute, a qualified beneficiary is someone who "is a beneficiary under the plan" (i.e., is covered under the plan) immediately prior to the qualifying event and who is:

- The spouse or dependent child of a covered employee; or
- A covered employee (but only if the qualifying event is a termination or reduction in hours of the covered employee's employment).

CONTINUATION OF HEALTH INSURANCE FOR RETIREES/DISABILITY

In compliance with 215 ILCS 5/367j(b), at the time an employee becomes eligible for or is approved to receive a pension, regardless of the commencement date of that pension, the employee becomes eligible to elect to continue coverage of one of the Village's health insurance plans at the employee's cost. Should the employee elect to continue coverage, coverage will remain in effect until the employee declines future coverage or fails to pay premiums when due. The election to continue or decline coverage must be made within 31 days after the effective date of retirement/disability. Once an individual declines enrollment, he/she shall be prohibited from future participation on the Village's group health plan.

HEALTH INSURANCE PREMIUM PAYMENT IN THE EVENT OF DISABILITY/SWORN POLICE PERSONNEL

Pursuant to the Public Safety Employee Benefits Act (820 IL CS 320/, section 10), and as amended, in the event that any sworn police officer of the Village of Glen Ellyn Police Department incurs a total permanent disability or is killed in the line of duty, the Village of Glen Ellyn will assume responsibility for payment of the entire premium of his/her Village sponsored health insurance coverage (individual or family) upon appropriate determination of eligibility by the Village based on the individual facts and circumstances of each injury. Such coverage will terminate if he/she becomes eligible for Medicare benefits, is able to return to work reasonably available to him/her, or dies. If the injured employee dies, the Village will continue to pay the entire health insurance premium for the surviving spouse until he or she remarries and for the dependent children, as defined by State statute. In any event, the Village of Glen Ellyn assumes no obligation to provide health insurance coverage should such coverage not be available through a Village-sponsored health insurance plan.

APPENDIX C : EMPLOYEE BENEFITS AND POLICIES OVERVIEW

BENEFIT/POLICY	SUMMARY	CONTACT INFORMATION	PAGE
Bereavement Leave	Up to five (5) days of paid leave for the death of an immediate family member. Up to three (3) days of paid leave for the death of an extended family member.	Contact Asst. Village Manager or designee	36
Compensatory Time	Eligible, non-exempt employees may take comp time in lieu of overtime. One hour of overtime is equivalent to 1.5 hours of comp time. Maximum of 40 hours.	Check with your Supervisor or the Asst. Village Manager for your eligibility status.	28
Continuation of Health Care (COBRA)	Allows employees the opportunity to continue health coverage temporarily at full cost due to qualifying events such as termination, layoff, or other change in employment status.	Contact Asst. Village Manager or Designee	86
Continuation of Health Care Retirement/ Disability	Allows retirees, or employees who become disabled, the opportunity to continue health coverage at full cost until Medicare eligible. At that time, they are eligible for a reduced rate.	Contact Asst. Village Manager or designee	87
Credit Union	Membership benefits include saving through payroll deduction, low cost loans.	DuPage CU: 800-323-2611 https://www.dupagecu.com/ Central CU of Illinois: (708) 649-6400 https://www.centralcu.org/	85
Defined Contribution 457b Retirement Plan	Voluntary retirement savings plans provided through the ICMA Retirement Corporation (ICMA-RC) or AXA Equitable	ICMA-RC: 800-669-7400 www.icmarc.org Village of Glen Ellyn 457 Plan: 302277 AXA: Contact ID 817483 1-800-628-6673	83
Dental Insurance	Eligible employees may enroll in the PPO plan for dental insurance coverage through MetLife	MetLife: 800-942-0854 www.metlife.com Group# 308499	82
Disability Pay	For Police sworn personnel, disability pay (i.e. salary protection coverage) is provided through the Police Pension Fund's Board. For eligible non-sworn employees, the benefit is provided through the Illinois Municipal Retirement Fund (IMRF). Must	Police Sworn: Contact the Police Chief's Office at 630-469-1187 <u>IMRF</u> 800-275-4673	82

BENEFIT/POLICY	SUMMARY	CONTACT INFORMATION	PAGE
	have at least 12 consecutive months of IMRF service credit; benefits begin after the first 30 calendar days of a disability.	www.imrf.org IMRF Employer ID #: 03103	
Tuition Assistance Program (TAP) (Refer to Admin Order #48)	Available to eligible full-time and part-time employees who have completed one full year of service. The Village will reimburse job related tuition expenses at either 50% or 100% level up to a maximum of \$2,400 annually (not to exceed \$200/credit hour).	Contact Asst. Village Manager or designee	32
Employee Assistance Program (EAP)	24/7 professional assistance through the Village's contract vendor is available to all employees and their immediate families to help resolve difficult personal problems. This is a free service to all employees and is coordinated directly with the provider on a completely confidential basis.	Aetna Resources for Living 800-843-1327 www.mylifevalues.com U: village of Glen Ellyn P: (800) 843-1327 Group #: Village of Glen Ellyn	61
Flexible Spending Accounts (FSA)	Enables employees to place pre-tax dollars into a spending account for qualified medical or dependent care.	HR Simplified: (888) 318-7472 www.hrsimplified.com Employer ID#:HRS Glen Ellyn	84
Floating Holidays	To be used for personal reasons or holiday recognition not already provided for by the Village. Use or lose them; must be used during the year they are awarded.	Contact Asst. Village Manager or designee	30
Health Insurance	Eligible employees have a choice between an HMO and PPO plans for health insurance coverage through Blue Cross/Shield.	HMO: (800) 892-2803 PPO: (800) 458-6024 www.bcbsil.com Group No: HMO: H15076-0026 PPO: P 14772-100 Express Scripts (Rx): IPBCRXG www.express-scripts.com	82
IMRF's Voluntary Additional Contribution (VAC) Retirement Savings	Voluntary retirement savings plan that is available to IMRF members that is distinct from the pension benefit plan, and is completely funded by the employee via payroll deductions.	IMRF 800-275-4673 www.imrf.org	86
Holidays (Refer to Admin Order #43)	The Village observes New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, and Christmas Day.	Contact Asst. Village Manager or designee	30
IMRF Supplementary Life	This is available to IMRF members only. It is a voluntary supplementary life insurance coverage for employee, spouse and his/her dependent child(ren). Premiums are paid by employees via payroll deduction.	NCPERS: 877-202-5706 www.ncpers.org	85

BENEFIT/POLICY	SUMMARY	CONTACT INFORMATION	PAGE
Leave Allowances (Refer to Admin. Orders #49, #50, #51, and #52)	The Village offers a number of types of paid and unpaid leave allowances including jury duty, military leave, family military leave, leave to vote, and family and medical leave (FMLA)	Contact Asst. Village Manager or designee	35-43
Life and AD&D Insurance (IPBC)	Standard \$50,000 coverage provided at no cost to eligible employees. Employee may also purchase additional life insurance for his/her qualifying dependent(s) at his/her own cost.	Contact Asst. Village Manager or designee Policy #: GL673892	82
Service Recognition Awards (Refer to Admin. Order #53)	Eligible employees receive a recognition certificate and Glen Ellyn Chamber of Commerce gift card based upon years of service milestones.	Contact Asst. Village Manager or designee	83
Pension Benefits	Police benefit awards are determined by the Village of Glen Ellyn Police Pension Fund Board under the provisions of the Illinois State Statutes governing the administration of Police pensions. Eligible non-sworn employees participate in the Illinois Municipal Retirement Fund (IMRF).	<u>Police Pension</u> Contact the Chief's Office 630-469-1187 <u>IMRF</u> 800-275-4673 www.imrf.org IMRF Employer ID #: 03103	82
Safety Incentive Award	The Village provides an incentive program, in which regular full-time and part-time employees are eligible to participate. The program is based upon a points system in which employees may redeem for gifts/prizes based upon safe work practices.	Contact Asst. Village Manager or designee Program Vendor: C.A. Short Company www.cashort.com 800-535-5690	83
Sick Leave (Refer to Admin. Order #41)	Sick leave with pay may be taken in the event of an employee's off the job illness, injury, or medical disability that is longer term.	Contact Asst. Village Manager or designee	35
Vacation Leave ("Annual Leave")	Accrued by full-time employees based on years of service. (Refer to Admin. Order #46)	Contact Asst. Village Manager or designee	30
Worker's Compensation	Available to employees injured on the job. For non-sworn employees, the Village will provide 100 percent of regular compensation (first 66 2/3 percent of pay is taxed) during this type of leave. For sworn employees, the Village will follow the PEDAL law. If the injury or illness is defined as a serious health condition under FMLA and the employee is eligible, the Workers' Comp. leave and FMLA will run concurrently.	Contact Asst. Village Manager or designee	12



ADMINISTRATIVE ORDER NO. 6

SUBJECT: Cell Phone Policy

I. Applicability

The Village of Glen Ellyn recognizes that the performance of certain job responsibilities may be enhanced by or may require the use of a cellular (cell) phone. Employees whose positions require the use of a cell phone may participate in either the Village-issued cell phone program or participate in the Village's Cell Phone Stipend Program, with the approval of the department director, Finance Director and Human Resources Director. This administrative order provides guidelines for both of these programs.

II. Purpose

The purpose of this administrative order is to provide a formal Cell Phone Policy. This policy establishes eligibility, accountability, employee rights and responsibilities. In addition to these purposes, this administrative order shall allow the Village to offer a fair and practical stipend plan for employees conducting Village business on personal cellular communication devices. This policy shall encourage employees to transition from handling multiple cell phone devices to a single device as an effort to improve efficiency in handling communication with both internal and external contacts.

III. Eligibility

General eligibility requirements for both the Village-Issued Cell Phone Program and the Cell Phone Stipend Program include:

1. The job function of an employee requires considerable time outside of his/her assigned office or work area and it is important to the Village that s/he is accessible during those times;
2. The job function of the employee requires him/her to have wireless data and internet access;
3. The job function of the employee requires him/her to be accessible outside of scheduled or normal working hours; or
4. The employee is designated as a "first responder" to emergencies in the Village.

Employees are encouraged to consult with their supervisor regarding their eligibility.

IV. Village-Issued Cell Phone Program

A. Plan

If an employee meets the eligibility requirements for a cell phone, as outlined above, a Village-issued cell phone may be requested via the employee's department director.

Once approved by the supervisor, the Village's I.T. Director or their designee will supply the employee with a Village-issued phone.

The Village-issued cell phone is neither permanent nor guaranteed. The Village reserves the right to remove a participant from this plan and/or cancel the plan if there are insufficient budget resources to meet the plan costs.

B. Equipment

Depending on employee's position and need, the employee's department director may request either a cell phone or Smartphone. The choice of phone model is at the discretion of the I.T. Director. If the department director requests a higher-level model for the employee, the requested phone may be issued with the permission of the I.T. Director, with any additional costs charged to the department. Replacement of Village-issued cell phones is to be performed when a phone is nonfunctioning or at the discretion of the I.T. Director and is not guaranteed at any specific time interval.

C. Oversight, Approval, & Funding

Individual departments and department directors are responsible for identifying employees who hold positions that include the need for a cell phone. Each department is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication when such alternatives would provide adequate and less costly service to the Village.

The department director is responsible for overseeing employee cell phone needs and assessing each employees' continued need of a cell phone for business purposes. The need for a Village-issued cell phone should be reviewed annually, to determine if existing cell phone provisions should be continued as-is, changed, or discontinued.

Village-issued cell phones will be funded by the department submitting the request.

D. Employee Rights and Responsibilities

Employees are required to keep Village-issued cell phones in good working order. Cell phones are replaced only when nonfunctioning or with the approval of the I.T. Director.

The employee should use the Village-issued cell phone mainly for business purposes, however, from time to time, it is understood that a Village-issued cell phone may be used for personal purposes. While it is understandable that employees may occasionally need to make brief calls of a personal nature, it is expected that such calls will be kept to a minimum. Moreover, should the use of the cell phone for personal purposes result in additional cost to the Village, the employee may be responsible for this additional cost.

The Village's telephone, e-mail, computer, voice mail, Internet, smart phones, digital cameras, and other communication systems are not intended for personal use. The Village may monitor any of these systems to prevent abuse and ensure that our communications with vendors, members of the public and each other are of the highest quality. By using the telephone, e-mail, voice mail, Internet or other modes of communication, you consent to such monitoring. With regard to the e-mail, computer, voice mail and Internet systems,

employees are advised that passwords, varying levels of message protection, and other security measures are all accessible by the Village.

- 1) No Expectation of Privacy: Users have no expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage or transmission of data. All data generated by, created, entered, received, stored or transmitted via the Village's technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted or received 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.

Employees are advised that records related to electronic communications (i.e. calls, text messages, voicemails, or emails) sent from or to and electronic files (i.e. pictures or electronic files) stored on Village-owned mobile/cellular telephones or other electronic devices are public information. Information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act except in narrowly defined circumstances. Even public records on personal electronic devices may be subject to disclosure under FOIA. Users are required to provide the Village with access to such devices upon request to facilitate compliance with the law. Employees are also advised that electronic mail is also discoverable and should use professional e-mail etiquette at all times.

- E. Security/Password Protection: Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to the IT Department as soon as possible.
- F. Cancellation
Any Village-issued cell phone will be immediately retracted from the employee if the employee terminates employment with the Village. In case of a change in job positions, the employee's supervisor must review whether the new position requires the need of a Village-issued cell phone. If it does not, then the Village-issued cell phone will be retracted.

V. Cell Phone Stipend Program

A. Stipend Plan

If an employee meets the eligibility requirements for a cell phone, as outlined above, a stipend may be requested using the *Cell Phone Stipend Agreement* form. The request may be made at any time and is only required to be submitted once. Generally, only exempt

employees are eligible for the cell phone stipend program. Non-exempt employees will be considered for participation in the cell phone stipend program based on specific needs of the department.

Once approved, the stipend amount will be added directly to the employee's paycheck at a fixed monthly amount of \$50 and will be subject to applicable taxes and deductions. The Village will pay only the agreed upon amount, even if monthly costs exceed the stipend amount.

The stipend allowance is neither permanent nor guaranteed. The Village reserves the right to remove a participant from this plan and/or cancel the plan if there are insufficient budget resources to meet the plan costs.

The stipend and reimbursement amounts will be evaluated and may be adjusted periodically to align with market rates.

B. Oversight, Approval, & Funding

Individual departments and department directors are responsible for identifying employees who hold positions that include the need for a cell phone. Each department is strongly encouraged to review whether a cell phone is necessary, and to select alternative means of communication when such alternatives would provide adequate and less costly service to the Village.

The department director is responsible for overseeing employee cell phone needs and assessing each employee's continued need of a cell phone for business purposes. The need for a cell phone stipend should be reviewed annually, to determine if existing cell phone stipends should be continued as-is, changed, or discontinued.

Stipends will be funded by the department submitting the request.

C. Employee Rights & Responsibilities

The employee is responsible for purchasing a cell phone and establishing a service contract with the cell phone service provider of his/her choice. The employee is responsible for all payments to the service provider. The employee purchases cellular phone service and equipment, determines plan choices, service levels, calling areas, service and phone features, and accepts termination clauses and payment terms.

The employee may use the phone for both business and personal purposes, as needed. The employee may, at his/her own expense, add extra services or equipment features, as desired. If there are problems with service, the employee is expected to work directly with the carrier for resolution as soon as possible to minimize service disruption. The employee will be responsible for any costs or fees associated with these issues.

If the employee terminates the wireless contract at any point, s/he must notify his/her supervisor and Finance Department within five (5) business days to terminate the stipend.

The Village does not accept any liability for claims, charges or disputes between the service provider and the employee. Use of the phone in any manner contrary to local, state, or

federal laws (i.e. usage of cellular devices while driving) will constitute misuse, and will result in immediate termination of the cell phone stipend.

- 1) **No Expectation of Privacy:** Users have no expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage or transmission of data. All data generated by, created, entered, received, stored or transmitted via the Village's technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted or received 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.

Employees are advised that Village/public records related to electronic communications (i.e. calls, text messages, voicemails, or emails) sent from or to and electronic files (i.e. pictures or electronic files) stored on the mobile/cellular telephone or other electronic devices are public information. Information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act except in narrowly defined circumstances. **Even public records on personal electronic devices may be subject to disclosure under FOIA.** Users are required to provide the Village with access to such devices upon request to facilitate compliance with the law. Employees are also advised that electronic mail related to Village business is also discoverable and should use professional e-mail etiquette at all times.

- D. Security/Password Protection: Any cell phone that has data capabilities must be secured based on current security standards including password protection and encryption. If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor, the wireless device service provider, and to the IT Department as soon as possible.

Employees are expected to delete all Village data from the cell phone when their employment with the Village expires, except when required to maintain the information in compliance with a litigation hold notice, statutes of limitations, or other applicable legal requirement.

- E. Cancellation

Any stipend agreement will be immediately cancelled if an employee receiving a cell phone stipend terminates employment with the Village. Any such stipend will also be cancelled if an employee changes job positions. In case of a change in job positions, a new *Cell Phone Stipend Agreement* form must be re-submitted per the procedures outlined below to establish the continued business need for a cell phone.

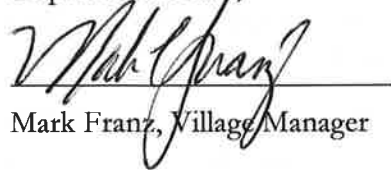
If, prior to the end of the cell phone contract, a voluntary decision by the employee, employee misconduct, or misuse of the phone results in the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation.

H. Cell Phone Stipend Procedure

1. Employee submits completed and signed *Cell Phone Stipend Agreement* form to Department Director.
2. Department Director grants or denies the request.
3. Once approved, the form is sent to the Human Resources Director and then to the Finance Director for their approval. The Finance Director will forward the form to Payroll for processing.
4. If the employee has previously been assigned a Village-issued cell phone, that phone is to be relinquished and sent to IT, which will retain or donate the phone and notify the Village's cell phone provider to cancel the telephone from the Village account.

VI. Employee Conduct and Use of Electronic Devices:

Use of Village telephone, e-mail, voice mail, computer or other electronic communication devices in a manner that does not comply with the Village's equal employment, harassment or other policies or standards of conduct is strictly prohibited. Any unauthorized or inappropriate use of electronic devices may result in disciplinary action, up to and including termination. Anyone using Village technology resources for defamatory, illegal, fraudulent or other inappropriate purposes may also be subject to civil liability or criminal prosecution, where appropriate. If you suspect an employee is misusing Village resources, you are responsible for immediately reporting the misuse to your Supervisor, Department Head, or Human Resources.


Mark Franz, Village Manager


Date

Originally Issued 3/13/2013
Revised 5/26/2015
Revised 5/1/2023



ADMINISTRATIVE ORDER NO. 7

SUBJECT: Travel Expense Reimbursement Policy

I. Applicability

The Village of Glen Ellyn recognizes that employees may be required to travel for business-related activities, including, but not limited to, professional development, conferences, training, or meetings. This policy shall apply to those employees who have been granted authority to travel on behalf of the Village of Glen Ellyn for these purposes.

II. Purpose

The purpose of this administrative order is to establish a policy and procedure regarding travel and reimbursement for eligible expenses incurred while conducting the Village of Glen Ellyn business.

III. Policy

A. Overview

It is the policy of the Village of Glen Ellyn to pay for or reimburse Village officials and employees for reasonable expenses incurred while conducting Village business. Eligible expenses, including meals, lodging, and mileage, shall be reimbursed on an actual expense basis. Reimbursement for necessary and reasonable expenses will be made by application and in compliance with this policy. All persons are to use good judgment and discretion, limiting expenses with the best interests of the Village foremost in mind. It is expressly prohibited to use Village travel funds for personal purposes. Payment in advance of travel expenses may be made subject to and in compliance with the provisions stated below in this policy.

B. Procedure

1. Authorization to Travel

Travel shall be specifically provided for in an adopted budget and as provided below. Out-of-Town travel must be preapproved by the Human Resources Director prior to registering for the training for all employees with the **Out-of-Town Travel Request Form** (See Attachment A). Except for Department Directors which the Village Manager or their designee will approve.

2. Eligible Travel Expenditures

Generally, eligible expenditures include travel and living costs incurred while away from the Village as well as expenses incurred within the Village necessitated by Village business. Necessary expenses will be reimbursed only for persons representing the Village in an official capacity and in the discharge of their duties. In addition, it is the responsibility of the employee to ensure that purchases made outside of the Village are in accordance with applicable purchasing policies (i.e., tax-exempt when possible) or those stated herein in this policy.

- a. Registration – Actual cost of registration, tuition, and fees at a meeting, conference, training, or convention for which they have received approval. Registration should be prepaid and whenever possible, paid through the regular accounts payable process of the Finance Department or via credit card. If it is not possible to prepay registration fees, receipts must be submitted for reimbursement.
- b. Transportation – Actual costs for bus travel, train travel, air travel, taxi, tolls, car rentals, and parking fees will be reimbursed, provided all air travel shall be on a common carrier and at the most economical class. Payment for air travel shall be at the actual cost from a Chicago area airport (such as O'Hare or Midway) to the destination and return. The Village will provide reimbursement for the cost of up to one standard luggage bag (excludes recreational purposes or oversized luggage) if checked on the airline.
 - i. Persons using a personally owned vehicle to travel in excess of 50 miles roundtrip on Village business will be reimbursed at the prevailing rate published by the IRS provided a Village vehicle is not available and provided payment will not exceed the least cost airfare to and from the same destination. Odometer readings or other documentation should be provided when using a private vehicle.
 - ii. When practical, if two or more persons are attending the same out-of-town meeting and one of them is driving a Village vehicle and the second person chooses to drive their personally owned vehicle, no mileage reimbursement will be made to the person who elects to drive their owned personal vehicle.
 - iii. The Village may arrange for public transportation to minimize travel expenses (i.e., airport shuttles, trains, taxis).
- c. Rental Vehicles – Under most circumstances, adequate ground transportation and shuttle services are available to and from the airport at the point of destination. Every effort should be made to use alternate forms of transportation before renting a vehicle. If there are no acceptable alternatives, the Employee may contract for car rental services with a Village-issued credit card so that a person will not have to secure the rental with their own credit card or cash. The Village will not be responsible for the loss of personal items taken from a rental vehicle.

- d. Lodging – Overnight lodging will only be reimbursed for travel which exceeds 50 miles (one way) from the Village offices location; exceptions may be authorized for a multi-day workshop or conference, by the employee's immediate supervisor. Actual cost of hotel/motel accommodations will be reimbursed. If a family member or guest accompanies the employee, the person shall submit and be reimbursed for the amount of a single accommodation. The Village will not reimburse employees for any costs associated with additional individuals. Lodging arrangements requiring a deposit or credit card number to secure reservations will need to be coordinated through the Supervisor in the Department or Finance Department. Persons are to ascertain the availability of and request special government rates.
- e. Meals – A standard per diem ("Per Meal Basis") amount for meals of sixty (\$60) dollars will be available to employees for each day of travel. The per diem will be allocated as follows: \$10 for breakfast, \$20 for lunch, and \$30 for dinner. Gratuities/tips should not exceed 20% of the bill.

Generally, there is no per diem given to employees for meals provided during a conference and/or seminar within 50 miles of the Village office location. However, the Village may opt to provide a per diem if:

- i. The meal is not included in the cost of registration for a training class or conference.
 - ii. It is part of the employee's regular job duties to attend a regular or non-regularly scheduled business breakfast, lunch, or dinner regarding state, regional, or Village issues. An employee who is assigned by their Department Director, and/or in the Department Director's absence, to attend such meeting shall also be eligible for a per diem.
 - iii. The circumstances are within the spirit of this policy and approved by the Department Manager. Should an unusual or extenuating circumstance arise where a Department Director believes a meal should be reimbursed, which would otherwise not be under this policy, they may make an application to the Human Resource Director for prior approval for reimbursement.
 - iv. Please refer to the Village's Ethics Policy as it relates to food, beverages, and gifts provided by consultants, vendors, or others with current or potential business with the Village.
- f. Telecommunication Expenses – Charges for telephone, internet, and fax are eligible for reimbursement if Village business requires such communication. A daily amount not to exceed \$3.50 will be allowed for personal telephone calls.

4. Ineligible Travel Expenses

None of the following expenses will be paid by the Village:

- a. Travel paid for by any other organization;
- b. Alcoholic beverages (including liquor, beer, and wine);
- c. Valet services (except when required or no other reasonable option is available);
- d. Lodging accommodations, meals, or other expenses for family or guests;
- e. Ancillary fees or charges (i.e., movies, room service, etc.) incurred during a lodging stay;
- f. Fees for sightseeing tours, activities ancillary to the purpose of travel, conference or seminar, and expenditures for entertainment;
- g. Optional fees or charges for resort amenities (i.e., fitness area, pool, spa, etc.);
- h. Personal telephone calls, except as noted in section 2(f);
- i. Mileage when traveling as a passenger in a privately-owned car; and
- j. Trip insurance or any other expenditure for personal purposes.

5. Documentation of Expenses

All eligible actual expenses incurred in the conduct of business on behalf of the Village should be submitted for reimbursement to the Finance Department and shall be documented with itemized receipts and/or travel vouchers using the **Employee Travel Expense Reimbursement Request Form** (See Attachment B). Please note that pre-tax amounts will be reimbursed if the employee opts not to pursue a tax-exempt purchase. When able/applicable, copies of the Village's tax-exempt letter should be used for employee purchases for all non-credit card transactions. Out-of-state purchases are exempt from this process; however, all itemized receipts and travel vouchers are to be attached to this form as documentation of funds used and/or as support for reimbursement requests. Failure to submit an itemized receipt with this form may result in the employee being responsible for 100% of expenses incurred.

- a. When lodging accommodations are shared between two or more persons, lodging expenses may be submitted by the person paying the bill. All non-lodging charges reflected on such statements, which are claimed for reimbursement, must be supported by expense vouchers of the individual incurring the charges.
- b. Claim for reimbursement of any charge, which could reasonably raise questions, should be accompanied by an explanation. Failure to provide adequate documentation (itemized receipts) or explanation for all expenses claimed for reimbursement could result in the employee being personally responsible for the charges.

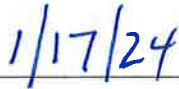
6. Approvals

Authorization for travel and expense reimbursement under this policy must be signed, approved, and filed with the Finance Department on the form(s) provided by that office or herein.

Ongoing approval responsibility for specific travel and the reimbursement for expenditures shall be approved by the Village Manager or designee for Department Directors and by their Department Directors with final approval by Human Resources for all other employees in advance.



Mark Franz, Village Manager



Date



Out of Town Travel Request Form

Employee Name _____ Date _____

Position _____ Dept. _____

Check one:

☐ Conference ☐ Training ☐ Workshop ☐ Other: _____

Is this event required to maintain professional development certifications? ☐ Yes ☐ No

Is this event budgeted for? ☐ Yes ☐ No

Title of Event _____

Organization _____

Event Location _____ Dates of Attendance _____

Total Hours Training _____ Total estimated meal/travel/lodging/registration cost: \$ _____

What specific knowledge or skill will you learn?

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities?

ENDORSEMENT OF EMPLOYEE'S REQUEST:

Name _____ Date _____
(Employee Signature)

Name _____ Date _____
(Department Head Signature)

Name _____ Date _____
(Human Resources Signature)



Village of Glen Ellyn

Employee Travel Expense Reimbursement Request - 2024

Name:

Department:

Budget Account:

Reason for Travel:

Date	Registration	Transportation	Rental Vehicle	Lodging	Baggage Charges	Phone	Other	Total
								-
								-
								-
								-
								-
								-
								-
								-
								-
Total	-	-	-	-	-	-	-	\$ -

MEALS - PER DIEM

Note on Per Diem - Per diems are granted for meals NOT already provided as part of the seminar/conference/Village business. If your seminar provides a meal, you may not claim a per diem for that meal. Per diems are \$10 for breakfast; \$15 for lunch; and \$25 for dinner. Meals are NOT to be charged on the Village credit cards.

Date	Breakfast	Lunch	Dinner	
				-
				-
				-
				-
				-
				-
				-
				\$ -

PRIVATE AUTOMOBILE

Date	Mileage	Destination	
Total	-	Multiplied by per mile rate of: 0.655	\$ -

Total Expenses: \$ -

Department Manager Signature _____ Date _____

Less Village Credit Card Charges: _____

Finance Director Signature _____ Date _____

Less Travel Advance: _____

Employee Signature _____ Date _____

Amount to Return to Village: \$ -

Amount Due Employee \$ -



ADMINISTRATIVE ORDER NO. 8

SUBJECT: Media Relations

Applicability

This policy shall apply to all Village employees and departments that are contacted by the media or that have a need to issue information to the public via the media.

Purpose

Effective communications with the media are critical to the Village of Glen Ellyn's ability to carry out its mission. The purpose of this administrative order is to provide an effective and consistent means for communicating to the media. Effective media relations best serve the Village by:

- Informing the public of the services and programs the Village provides
- Promoting the Village's achievements, activities and events of significance
- Expanding the general visibility of the Village
- Ensuring that accurate information is conveyed to the public on a regular and timely basis

Policy

The Assistant Village Manager or designee shall serve as the official Village spokesperson and will generally respond to inquiries from the media*. Employees who receive inquiries from the media shall refer the person making the inquiry to the official Village spokesperson. The spokesperson may confer with others, including Village departments, the Village Manager, Village Attorney or Village President to determine the Village's position on an issue that requires a press release or a response to a media inquiry.

**Department managers or their designee, including the Police Department Public Information Officer (PIO), may respond to requests from the media regarding departmental projects and programs, or that require professional expertise. In addition, the Police Department PIO may also contact the media with routine departmental information such as press bulletins, but shall share this information with the Village Manager and spokesperson prior to issuing.*

Procedure

The spokesperson promotes the Village through press releases regarding special accomplishments, events and activities, programs and plans and conveys the official Village position on issues of general Village-wide impact or significance or situations that are of a particularly controversial or sensitive nature. The spokesperson will distribute press releases via the Village website, social media, eNewsletter and Media Contact List (as appropriate).

Should a Village department wish to disseminate information on a program, event or other news worthy item, the department should follow the guidelines below to draft a press release for final distribution to the media by the spokesperson.

Guidelines

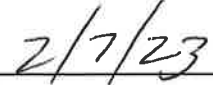
- Use General Village Press Release Template (See attached).
- Press release should contain the answers to the questions: Who, What, Where, When and Why (as applicable).
- Press Release (final paragraph) must contain the following contact information: contact name, department, phone number and Village website as appropriate.
- All press releases shall end with "# # #."
- Indication to spokesperson of when and where (if differs from typical distribution) information should be disseminated.

Should a department manager be contacted by the media where the issue is limited to their area of expertise, department managers are requested to follow the guidelines below in their media response. For matters of a highly controversial nature that require departmental expertise, the department manager shall inform the Village Manager and spokesperson of this contact.

Guidelines

- Obtain the name of the person calling, the media organization, and if available, the anticipated time of release of information in print or broadcast. This information should be included if notification is made to the spokesperson.
 - All contacts from the legitimate media should be returned quickly, within a half-day. If that is not possible, an alternate employee (if appropriate) or the spokesperson should be asked to return the call.
 - Information provided to legitimate media should be readily accessible as with a FOIA request.
 - Provide your phone number and/or email address for follow-up questions.
 - Questions should not be answered with "no comment" and personal opinions should be identified as such.
 - The Village Manager and spokesperson should be notified about negative occurrences with the media that are likely to rise to the level of a news story.
 - Issues that should not be discussed with reporters are listed below. Refer all such inquiries to the spokesperson.
1. Legal issues
 2. Confidential personnel issues or information
 3. Questions that involve Village integrity, such as ethics or issues that may result in harm to others
 4. Village crisis or emergency that could compromise the safety or security of the public
 5. Confidential matters that have not been released to the public


Mark Franz, Village Manager


Date



ADMINISTRATIVE ORDER NO. 9

SUBJECT: Social Media

Applicability

This policy applies to all employees, elected officials or other individuals that represent the Village of Glen Ellyn through the use of social media.

Purpose

Social media is defined as a media outlet that allows users to generate their own content and share content while networking with other users, including Facebook and Twitter, among others. The purpose of this policy is to provide guidance to employees who represent the Village and/or its message through the use of social media – via the Village’s social media program, or personal social media pages.

Policy – Village Social Media Program

The objective of the Village’s social media program is to deliver information to residents and businesses in a timely and/or engaging manner via relevant social networking tools.

Standards

1. The Village of Glen Ellyn’s website will be the organization’s primary Internet presence. Social media outlets will be supplementary to the organization’s website.
 - a. The best, most appropriate uses of social media tools fall generally into two categories:
 - i. As channels for disseminating time-sensitive information as quickly as possible (e.g., emergency information).
 - ii. As marketing/promotional channels, which increase the Village’s ability to broadcast its messages to the most appropriate audience.
 - b. As much as is practicably possible, content posted to the Village of Glen Ellyn’s social media sites will be available on the Village’s website.
 - c. Content posted to social media sites should contain links directing users back to the Village’s official website for in-depth information, forms, documents or online services when possible.
 - d. On any Village social media site, a disclaimer will be placed that indicates that the organization’s official website is its primary and predominant Internet presence.

2. The Village's social media program will be managed and executed by the Administration Department, including management of the design/layout of account(s), posting updates and monitoring any comments/feedback.
 - a. All authorized individuals granted permission to use these social media outlets are responsible for complying with applicable federal, state, county and Village laws, ordinances, regulations, and policies. This includes adherence to established laws and policies regarding copyright or plagiarism, the First Amendment of the United States Constitution, and privacy and information security policies and protocols established by the Village or imposed by existing laws.
3. For any social media sites selected for use, the Village will use a single account. The Village Links of Glen Ellyn, as a business entity, will also have a separate account managed by the Recreation Department. Additional accounts may be considered after review and approval by the Administration Department. No unauthorized pages are permitted.
4. Content posted to social media sites will not include:
 - a. Content in support of or opposition to political campaigns or ballot measures;
 - b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - c. Content that conducts or encourages illegal activity;
 - d. Information that may tend to compromise the safety or security of the public, employees or public systems;
 - e. Content that violates a legal ownership interest of any other party;
 - f. Content that seeks gift support using the Village of Glen Ellyn name that is inconsistent with the Village's Ethics Ordinance;
 - g. Content that involves the sharing of personal opinions or highly subjective information; or
 - h. Content that involves a direct conversation with any individual, organization/affiliate, business, or other outside party.
5. Users and visitors to the Village of Glen Ellyn's social media sites will be notified that the intended purpose of the site is to serve as a mechanism for communication of useful, factual information regarding public events and information. They will also be responsible for their behavior or posting of any commentary regarding the Village or the contents of the social media site per the guidelines stated within this Policy.

Procedure for Posting to Village's Social Media Program

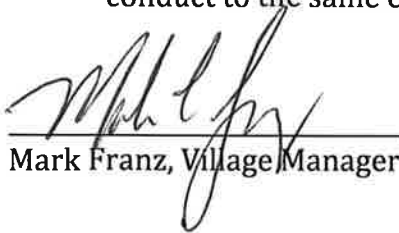
Should a Village department wish to post information on a program, upcoming event or other general announcement, a posting request should be forwarded to the Administration Department, Assistant to the Village Manager. The request should include relevant information (i.e., event name, date, time, location) and any photos, artwork or logos associated with the request. Requests may also include a preferred number of announcements and timing (i.e., two weeks prior to the event, one week prior to the event and the day of the event). If applicable, the request should also include a link to a section of the Village website where readers can find more information about the topic. Messages will be posted on relevant social channels throughout the week to avoid releasing information all at one time.

Policy - Personal Social Media Pages

Village employees, during and after work hours, are representatives of the Village of Glen Ellyn. The Village has established the guidelines below regarding the use of personal social media pages by employees.

Guidelines/Considerations

1. If an employee lists Village of Glen Ellyn as an employer on a private social media page, careful consideration should be given to posts and photos uploaded to pages.
2. The Village logo may not be used by employees on personal social media pages with the exception of LinkedIn.
3. Employees should consider customizing their privacy settings to determine what and with whom personal comments are shared.
4. All Village rules/policies apply to social media conduct, including any/all anti-harassment and prohibitions on releasing confidential information.
5. Nothing in this policy shall be deemed or interpreted as governing the private activities of these individuals when using social media websites for their own personal and private use provided that it is clear from such use that they are acting in a personal and private capacity and not for or on behalf of the Village of Glen Ellyn.
6. Employees are reminded that: Village rules and policies apply to social media conduct to the same extent as other off-duty conduct.


Mark Franz, Village Manager

2/7/23
Date

Originally Issued 6/5/2013
Revised 2/6/2023

ADMINISTRATIVE ORDER NO. 19

SUBJECT: PAY PRACTICES FOR PROBATIONARY NEW HIRES



Applicability

This policy applies to all newly hired regular full-time and part-time employees.

Purpose

The purpose of this policy is to amend Section 4.4.1 of the Village's Personnel Manual, which governs how and when pay raises occur for eligible new hires after they have satisfactorily completed their twelve (12) months of employment with the Village.

Policy

Heretofore, as a general matter of routine, regular full-time and part-time new hires were eligible to receive a pay raise based upon the amount previously approved by the Village Board following the satisfactory completion of their first twelve (12) months of employment with the Village.

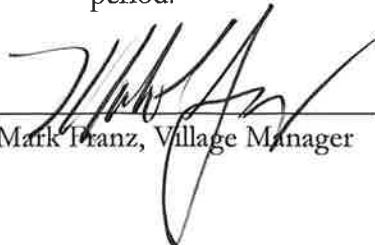
This policy is hereby eliminated, effective January 1, 2022. As a matter of policy, new hires will remain eligible for their first pay increase following the successful completion of their six (6) month probationary period. Note: New hires who receive a pay raise upon the successful completion of their six (6) month probationary period shall still be eligible to receive the annual merit raise, regardless of the date upon which their probationary period expires. However, supervisors should consider any raise received by new hires completing their probationary period upon determining the subsequent annual merit raise.

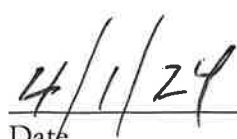
Examples of Policy in Application:

Employee A was hired on February 1st and successfully completed their probationary period on August 1st. Based on performance, Employee A is eligible for a raise of up to 3% and a merit raise on January 1st.

Employee B was hired on June 1st and successfully completed their probationary period on December 1st. Employee B is eligible for a raise of up to 3% based on performance. Employee B is also eligible for a merit raise on January 1st. However, the merit raise amount should take into consideration the raise Employee B recently received on December 1st. Any employee hired by September 30th will be included in the merit raises but will not receive the merit increase until they have completed their probationary period.

Employee C was hired on October 1st and successfully completed their probationary period on April 1st of the following year. Employee C is eligible for a raise of up to 3% based on performance. Employee C is not eligible for a merit raise on January 1st while still within his/her probationary period. Employee C will be eligible for a merit raise the following January 1st, the first January 1st following successfully completing the probationary period.


Mark Franz, Village Manager


Date



ADMINISTRATIVE ORDER NO. 30

SUBJECT: Outside Employment Policy

I. Applicability

This policy applies to all full-time and regular part-time employees of the Village of Glen Ellyn and Glenbard Wastewater Authority and sets forth amendments to the Village's Outside Employment policy (Chapter 4.7, Personnel Manual).

II. Purpose

The Village has a policy that requires employees to self-report any outside or secondary employment that they perform in addition to their Village employment. In order to ensure greater transparency and compliance with both the policy and the Village's Ethics Ordinance, the Village desires to establish an annual notification and disclosure process for employees.

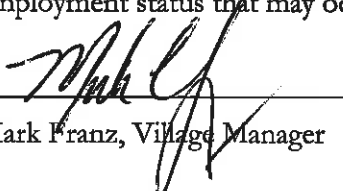
III. Policy

Effective March 1, 2017, the Village's Outside Employment policy set forth in Chapter 4.7 of the Village's Personnel Manual shall be amended as follows:

4.7 OUTSIDE EMPLOYMENT - All full-time and regular part-time Village employees may not engage in outside work or employment without first providing written notification and receiving written approval from the Department Director and the Village Manager. The Village will generally permit employees to engage in outside employment or work so long as, in the opinion of the Village Manager and the Department Director, the outside work or employment would not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting their primary interest to the accomplishment of their work for the Village or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village.

Employees are prohibited from entering into any arrangement, which involves the performance of services while on Village time or while using Village-owned equipment or property, or that otherwise interferes with the employee's job performance and adversely affects his/her ability to fulfill all job responsibilities. An employee of the Village may not own or be employed by any other entity that would sell or do business with the Village. No employee shall receive compensation, other than from the Village, for their services while on Village time. Moreover, employees shall not wear their Village-issued uniforms in the course of their secondary employment.

4.7.1 - In order to ensure compliance with the Village's outside employment policy, the Village will implement an annual notification and disclosure process that shall require employees to complete the Village's Outside Employment Disclosure Form. This annual process does not preclude the employee's obligation to self-report in writing to his/her Department Head any changes in his/her outside employment status that may occur at any other point during the year.


Mark Franz, Village Manager


Date



Village of Glen Ellyn Outside Employment Disclosure Form

Section 1: Disclosure

Please complete and return to your Department Director for his/her signature. A copy of this form will be kept on record in your Personnel File. If your outside employment circumstances change, please promptly notify your Department Director and Human Resources in writing.

- ☐ I do not have outside employment.
- ☐ I do have outside employment
(Please also complete the **“Request for Outside Employment”** Section below.)

Employee Name (Print)	Department
-----------------------	------------

Employee Signature	Date
--------------------	------

Section 2: Request For Outside Employment

In accordance with the Village's Personnel Manual and other applicable departmental requirements, I am requesting to engage in secondary part-time employment with the business/organization (or my own company, if self-employed) whose identifying information is provided below.

I have read and understand the Village's Outside Employment policy, and I agree that my outside employment complies with the Village's policy. I fully understand that any violation will result in the immediate loss of permission to participate in outside employment, in addition to possible disciplinary action.

Employee Name (Print)	Department
-----------------------	------------

Employee Signature	Date
--------------------	------

Outside Employer's Name (or my company's name, if self-employed)	
--	--



Address	
Website	
Phone	
Nature of Job Duties: <i>(Add additional pages, if necessary)</i>	
Work Schedule	

Village Authorization:

This request is approved / denied (circle one)

Department Head

Signature: _____ Date: _____

Village Manager Signature: _____

Date: _____

cc:

Employee Personnel File



ADMINISTRATIVE ORDER NO. 36

SUBJECT: Village Information Technology Policies and Procedures

I. Applicability

This policy shall apply to all Village employees, volunteers, elected officials, vendors, contractors and other authorized users as defined in the policy.

II. Purpose

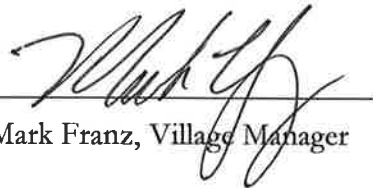
This policy governs the use of the technology resources owned and operated by the Village of Glen Ellyn, Illinois by employees, volunteers, elected officials, vendors, contractors and all other authorized users.

III. Policy

Please see the attached policy.

Attachments:

1. Village of Glen Ellyn Information Technology Policies and Procedures


Mark Franz, Village Manager


Date



Village of Glen Ellyn

Information Technology Policies and Procedures

Effective Date: 11/1/2020
Last Updated: 11/1/2020

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Purpose

This policy governs the use of the technology resources owned and operated by the Village of Glen Ellyn, Illinois by employees, volunteers, elected officials, vendors, contractors, and all other authorized users.

Technology includes, but is not limited to, desktops, laptops, mobile devices, networking equipment, networked devices, servers, software, electronic mail, phones, cellular phones, control systems, Internet, Intranet, radio signaling devices, and all other enterprise electronic systems or devices.

This policy shall apply to all Village employees, volunteers, elected officials, vendors, contractors, and other authorized users as defined herein.

Guidelines and Procedures

The Information Technology Manager is directly responsible for the management and coordination of all Village Information Technology activities. The Information Technology Manager is authorized, with the Village Manager's concurrence, to establish organizational policies and procedures related to Information Technology.

All Information Technology Policies and Procedures are to be approved by the Information Technology Manager and the Village Manager, or designate. It is the Information Technology Manager's responsibility, in conjunction with each Department Head, to administer all approved Policies and Procedures. The Information Technology Manager shall be available to answer or clarify any questions concerning these Policies and Procedures.

Definitions

1. **Information Technology (IT) Department** – The administrative department that oversees the Village system/network.
2. **IT Manager** – The Information Technology Manager of the Village of Glen Ellyn or designee.
3. **Department Director** – The head of an administrative department of the Village of Glen Ellyn or designee.
4. **Employee** – An individual employed by the Village in any capacity.
5. **User** – An individual who has been authorized by the Information Technology Department to access any aspect of the Village network, applications or services.

6. **Data** – Any and all information created, received, distributed, transferred and stored on the system.
7. **System/Network** – Any and all equipment that interfaces directly or indirectly with the Village network, applications, or services. This includes but is not limited to phones, desktops, workstations, laptops, cellular devices, servers, network equipment, internal or external communication networks, tablets, terminals and peripherals.

General Policies

The Village maintains an extensive system of computer and telecommunication resources. Village employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized Village business.

The Information Technology Department shall establish and maintain specific rules and requirements relating to the safe, secure and lawful operation of all devices and the storage of data while connected to Village resources. Adherence to these standards is a requirement for all persons utilizing Village owned devices, or storing and accessing data on Village technology infrastructure. These standards shall be amended as necessary to remain current with various needs and risks.

For assistance interpreting these policies, contact the Information Technology Department. Questions regarding enforcement should be directed to Human Resources.

Specific Policies

Privacy & Security

1. **Privacy** - Authorized users accessing or using the Village of Glen Ellyn network resources should have no expectation of privacy while accessing those resources regardless of the intended use. The Village of Glen Ellyn reserves the right to monitor, intercept, archive, view, or distribute any and all communications and/or content transmitted over the network at any time, and for any reason, without notice of any kind whatsoever to any person accessing such resources, regardless of the source or destination of said communication, subject to all applicable laws.
2. **Public Nature of Electronic Communication** - Electronic communication is a public record like any other public document. Users must understand that any communications created, received or backed up on the Village system may be construed to be public documents and thus may be subject to legal requests for

public disclosure. This includes communications that users might think of as personal and private. Electronic communications may be searched for evidence in any legal proceeding.

3. **Securely Transferring Data** - E-mail messages and the transfer of information via the Internet are not secure; please contact the Information Technology Department if you have a need to transfer secure information.
4. **Network Accounts/Passwords** - Information Technology Department is responsible for creation, assignment, and deletion of all user accounts for the Village's systems. The level of access to the network, servers, applications, and personal computers will be coordinated by the Information Technology Department based upon the job tasks for the individual user. Users are responsible for protecting their passwords and access to assigned accounts (network, systems, applications, etc.) at all times. Account passwords are not to be shared with anyone or written down (with the exception of sharing them with the Information Technology Department). Each login account must remain private and unique to a single user. Sharing login accounts among multiple users is prohibited. Any suspected compromise or misuse of an account or password should be reported to the Information Technology Department.
5. **File Tampering** - Employees may not read, alter, or delete any other person's computer files or e-mail without specific authorization from the Information Technology Department.
6. **Electronic File Storage** - All data, documents, and e-mail messages should be stored on the Village's computer networks. Users are solely responsible for backing up all information stored on their local hard disks, desktop folder or any other storage device attached to a personal computer.
7. **Viruses** - The Information Technology Department deploys anti-virus software on all Internet-authorized systems. In the event of a virus detection ***Employees must report all computer virus infections to the Information Technology Department immediately.*** The Information Technology Department will determine and implement an eradication method and notify other departments, if necessary. In the event of a serious computer virus outbreak, Village Internet access may be disconnected. If a department or employee continually contracts computer viruses, they will be disconnected from the Internet until compliance with this policy can be assured.

Electronic Mail (E-Mail)

The Village of Glen Ellyn provides electronic mail (e-mail) to its employees to assist and facilitate business communications. This policy is intended to define the parameters within which e-mail may be used by Village employees in executing their assigned duties.

1. The Village reserves the right to monitor all messages at any time, with or without notice to employees.
2. Use of the e-mail system to send messages that violate any policy of the Village including the Village's policy against harassment is prohibited. Such messages include, but are not limited to, messages that contain sexual implications, racial slurs, or other comments that offensively addresses someone's age, gender, sexual orientation, religious or political beliefs, national origin or disability.
3. Personal use of the e-mail system should be kept to a minimum with the exception of breaks and lunches. The occasional personal use while working must not interfere with the conducting of Village business or impede normal network traffic or excessively degrade the speed and/or integrity of the network.
4. The e-mail system may not be used to promote private enterprise.
5. The use of e-mail for any illegal or unethical activities, or for any activity which could adversely affect the Village is prohibited.
6. The Village reserves the right to archive any and all e-mail that passes through its systems.
7. Reading, altering, or deleting another person's e-mail or computer files without specific authorization is prohibited. This applies regardless of whether or not the operating system of the computer permits these actions.

Internet

The internet is a useful research and communication resource which is provided to Village employees for uses related to Village business. This policy is intended to prevent the misuse of Internet access. Each individual user is responsible for the appropriate use of this resource.

1. **Laws and Regulations** - Use of the Internet must be in compliance with all applicable federal, state, and local laws, in addition to Village policies. Therefore, Internet access via Village equipment must not be used for illegal, improper, or illicit purposes.

2. **Offensive Content** - A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the Village has no control over and therefore is not responsible for the content of information available on the Internet. Users are prohibited from accessing unacceptable, improper, or pornographic material and/or sites. If an employee is unsure about what constitutes acceptable Internet usage, then he/she should ask his/her supervisor for further guidance and clarification.
3. **Passwords** - The safety and security of the Village's computer system and resources must be considered at all times when using the Internet. Users may not share any password for any Village computer or with any unauthorized person, nor obtain any other user's password by any unauthorized means.
4. **Streaming Services** - Streaming media may use a large amounts of the Village's available Internet bandwidth and should only be used for conducting official Village business. With supervisor approval, internet radio use is generally acceptable. If any internet radio service is found to adversely affect the network operations of the Village, it may be limited or blocked at the discretion of the IT Manager.
5. **Internet "Surfing"** – Users are allowed to *responsibly* "surf" the Internet before/after work and during lunch/break. During work users are permitted to use the internet for official Village business only.

Software

The Information Technology Department purchases and maintains specific software packages for employees to conduct Village business.

1. **Purchase** – Unless otherwise approved by the Information Technology Manager, all software purchases are to be both approved and procured by the Information Technology Department to ensure compatibility with existing systems. The Information Technology Department will not be obligated to support software that is not subjected to this process. Unapproved software is subject to removal by the Information Technology Department at the discretion of the Information Technology Manager.
2. **Installation** - Installation of all software must be performed by the Information Technology Department or with the permission of the Information Technology Staff. If the software is department or user specific, the software must be approved by the Department Head as well as the Information Technology Department. All software must be scanned for viruses prior to installation on either the Village's computer networks or any Village-owned computer

equipment. Employees may not install personally owned software on Village computer equipment.

3. **Licenses and Copyrights** - No employee may copy, install, or use any software or data files in violation of international, federal, state, and local laws and regulations, applicable copyrights or license agreements. Contact the Information Technology Department if you are unsure about the copyright or license agreement that applies to the software in question. Unlicensed installations of software will be removed from Village equipment by the Information Technology Department.

Hardware

The Village provides and maintains a wide variety of computer equipment including, but not limited to, phones, personal computers, servers, printers and network equipment. This hardware is the property of the Village of Glen Ellyn and is provided to users to assist with their respective job related duties. It is the responsibility of the Information Technology Department to set forth minimum hardware requirements for all computer equipment.

1. **Purchase** – Unless otherwise approved by the Information Technology Manager, all hardware purchases are to be both approved and ordered by the Information Technology Department. This ensures both compatibility with existing network infrastructure and that the minimum hardware requirements are met. The Information Technology Department will not be obligated to support, or allow a network connection to hardware that is not subjected to this process.
2. **Installation/Relocation** – Installation/Relocation of all hardware must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. Only hardware approved by the Information Technology Department will be allowed to be installed on the Village's network. Village staff are not permitted to move or reconfigure any equipment without approval from Information Technology Department Staff.
3. **Replacement & Disposal** – All Village computers, servers, laptops and printers are to be replaced as needed, as determined by the Information Technology Manager. The replacement plan is based on the Village's fiscal year. Once replaced, old equipment is considered out of service. All out of service computer equipment will be disposed of by the Information Technology Division unless otherwise directed by the Information Technology Manager.
4. **Hardware Administration** – Administration of Village computer equipment must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. This includes, but is not limited to, repair, updating firmware, changing of system settings or any type of

hardware modification.

- 5. Authorized Systems** – No system may be connected to the Village's network unless it is Village owned equipment, or by the discretion of the Information Technology Manager. Employee's personal computers and/or equipment are not permitted to be used on the Village's network. If unauthorized equipment is detected it will be removed immediately and the employee's supervisor will be notified of the offense.

*Exempt to this rule are personal devices connecting to the Village provided public WiFi wireless network connection. This connection is separate from the Village network but provided by the Village.

Staff Status Changes

Department Heads/HR (or designee) shall immediately notify the Information Technology Department when an employee, who has had computer access, is leaving employment with the Village. Department Heads (or designee) also have the responsibility of informing the Information Technology Department of any new hires and/or transfers that require new/changed network logins or network access.

Access and Administration

The Information Technology Department staff will be allowed access, during both working and non-working hours, to all aspects of its computer system in the event that service or emergency repair needs to be performed. In addition, the Information Technology Department is solely responsible for administering the Village of Glen Ellyn's network. Only at the discretion of the Information Technology Manager will other Village staff be allowed to administer any aspects of the Village's network.

Enforcement and Discipline

Each individual user is responsible for the appropriate use of computer equipment as described in this policy. Every supervisor is responsible for ensuring that his or her subordinates know, understand, and adhere to the contents of this policy. In addition, supervisors are expected to enforce this policy. Employees may be disciplined up to and including termination for improper use of the Village's e-mail system, Internet, Intranet, and Village owned or operated computer equipment and software.

Authorized users shall read the foregoing policy and sign a Memorandum of Understanding, which shall be maintained in their personnel file in Human Resources. The Village reserves the right to review and amend the aforementioned policy and rules

from time to time. If the policies are amended it will be required that all users review and re-sign the Memorandum of Understanding.

Memorandum of Understanding

By signing below, I agree to abide by the requirement set forth above for the types of access I have to Village provided computer resources. I specifically agree to the monitoring of communications and non-privacy provisions set forth above. I understand that any violation of this agreement may result in loss of access or services, disciplinary action, termination of employment, or prosecution under federal and state laws.

Employee Name (Please Print)

Employee Signature

Date

Employee Department

Position



Village of Glen Ellyn

Information Technology Policies and Procedures

Effective Date: 11/1/2020
Last Updated: 11/1/2020

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Purpose

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Technology includes, but is not limited to, desktops, laptops, mobile devices, networking equipment, networked devices, servers, software, electronic mail, phones, cellular phones, control systems, Internet, Intranet, radio signaling devices, and all other enterprise electronic systems or devices.

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Guidelines and Procedures

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All Information Technology Policies and Procedures are to be approved by the Information Technology Manager and the Village Manager, or designate. It is the Information Technology Manager's responsibility, in conjunction with each Department Head, to administer all approved Policies and Procedures. The Information Technology Manager shall be available to answer or clarify any questions concerning these Policies and Procedures.

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3. **Department Director** – The head of an administrative department of the Village of Glen Ellyn or designee.
4. **Employee** – An individual employed by the Village in any capacity.
5. **User** – An individual who has been authorized by the Information Technology Department to access any aspect of the Village network, applications or services.

6. **Data** – Any and all information created, received, distributed, transferred and stored on the system.
7. **System/Network** – Any and all equipment that interfaces directly or indirectly with the Village network, applications, or services. This includes but is not limited to phones, desktops, workstations, laptops, cellular devices, servers, network equipment, internal or external communication networks, tablets, terminals and peripherals.

General Policies

The Village maintains an extensive system of computer and telecommunication resources. Village employees, officials, their agents, and all other authorized users are expected to use such equipment and resources in an efficient, effective, ethical, and lawful manner for legitimate and authorized Village business.

The Information Technology Department shall establish and maintain specific rules and requirements relating to the safe, secure and lawful operation of all devices and the storage of data while connected to Village resources. Adherence to these standards is a requirement for all persons utilizing Village owned devices, or storing and accessing data on Village technology infrastructure. These standards shall be amended as necessary to remain current with various needs and risks.

For assistance interpreting these policies, contact the Information Technology Department. Questions regarding enforcement should be directed to Human Resources.

Specific Policies

Privacy & Security

1. **Privacy** - Authorized users accessing or using the Village of Glen Ellyn network resources should have no expectation of privacy while accessing those resources regardless of the intended use. The Village of Glen Ellyn reserves the right to monitor, intercept, archive, view, or distribute any and all communications and/or content transmitted over the network at any time, and for any reason, without notice of any kind whatsoever to any person accessing such resources, regardless of the source or destination of said communication, subject to all applicable laws.
2. **Public Nature of Electronic Communication** - Electronic communication is a public record like any other public document. Users must understand that any communications created, received or backed up on the Village system may be construed to be public documents and thus may be subject to legal requests for

public disclosure. This includes communications that users might think of as personal and private. Electronic communications may be searched for evidence in any legal proceeding.

3. **Securely Transferring Data** - E-mail messages and the transfer of information via the Internet are not secure; please contact the Information Technology Department if you have a need to transfer secure information.
4. **Network Accounts/Passwords** - Information Technology Department is responsible for creation, assignment, and deletion of all user accounts for the Village's systems. The level of access to the network, servers, applications, and personal computers will be coordinated by the Information Technology Department based upon the job tasks for the individual user. Users are responsible for protecting their passwords and access to assigned accounts (network, systems, applications, etc.) at all times. Account passwords are not to be shared with anyone or written down (with the exception of sharing them with the Information Technology Department). Each login account must remain private and unique to a single user. Sharing login accounts among multiple users is prohibited. Any suspected compromise or misuse of an account or password should be reported to the Information Technology Department.
5. **File Tampering** - Employees may not read, alter, or delete any other person's computer files or e-mail without specific authorization from the Information Technology Department.
6. **Electronic File Storage** - All data, documents, and e-mail messages should be stored on the Village's computer networks. Users are solely responsible for backing up all information stored on their local hard disks, desktop folder or any other storage device attached to a personal computer.
7. **Viruses** - The Information Technology Department deploys anti-virus software on all Internet-authorized systems. In the event of a virus detection ***Employees must report all computer virus infections to the Information Technology Department immediately.*** The Information Technology Department will determine and implement an eradication method and notify other departments, if necessary. In the event of a serious computer virus outbreak, Village Internet access may be disconnected. If a department or employee continually contracts computer viruses, they will be disconnected from the Internet until compliance with this policy can be assured.

Electronic Mail (E-Mail)

The Village of Glen Ellyn provides electronic mail (e-mail) to its employees to assist and facilitate business communications. This policy is intended to define the parameters within which e-mail may be used by Village employees in executing their assigned duties.

1. The Village reserves the right to monitor all messages at any time, with or without notice to employees.
2. Use of the e-mail system to send messages that violate any policy of the Village including the Village's policy against harassment is prohibited. Such messages include, but are not limited to, messages that contain sexual implications, racial slurs, or other comments that offensively addresses someone's age, gender, sexual orientation, religious or political beliefs, national origin or disability.
3. Personal use of the e-mail system should be kept to a minimum with the exception of breaks and lunches. The occasional personal use while working must not interfere with the conducting of Village business or impede normal network traffic or excessively degrade the speed and/or integrity of the network.
4. The e-mail system may not be used to promote private enterprise.
5. The use of e-mail for any illegal or unethical activities, or for any activity which could adversely affect the Village is prohibited.
6. The Village reserves the right to archive any and all e-mail that passes through its systems.
7. Reading, altering, or deleting another person's e-mail or computer files without specific authorization is prohibited. This applies regardless of whether or not the operating system of the computer permits these actions.

Internet

The internet is a useful research and communication resource which is provided to Village employees for uses related to Village business. This policy is intended to prevent the misuse of Internet access. Each individual user is responsible for the appropriate use of this resource.

1. **Laws and Regulations** - Use of the Internet must be in compliance with all applicable federal, state, and local laws, in addition to Village policies. Therefore, Internet access via Village equipment must not be used for illegal, improper, or illicit purposes.

2. **Offensive Content** - A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the Village has no control over and therefore is not responsible for the content of information available on the Internet. Users are prohibited from accessing unacceptable, improper, or pornographic material and/or sites. If an employee is unsure about what constitutes acceptable Internet usage, then he/she should ask his/her supervisor for further guidance and clarification.
3. **Passwords** - The safety and security of the Village's computer system and resources must be considered at all times when using the Internet. Users may not share any password for any Village computer or with any unauthorized person, nor obtain any other user's password by any unauthorized means.
4. **Streaming Services** - Streaming media may use a large amounts of the Village's available Internet bandwidth and should only be used for conducting official Village business. With supervisor approval, internet radio use is generally acceptable. If any internet radio service is found to adversely affect the network operations of the Village, it may be limited or blocked at the discretion of the IT Manager.
5. **Internet "Surfing"** – Users are allowed to *responsibly* "surf" the Internet before/after work and during lunch/break. During work users are permitted to use the internet for official Village business only.

Software

The Information Technology Department purchases and maintains specific software packages for employees to conduct Village business.

1. **Purchase** – Unless otherwise approved by the Information Technology Manager, all software purchases are to be both approved and procured by the Information Technology Department to ensure compatibility with existing systems. The Information Technology Department will not be obligated to support software that is not subjected to this process. Unapproved software is subject to removal by the Information Technology Department at the discretion of the Information Technology Manager.
2. **Installation** - Installation of all software must be performed by the Information Technology Department or with the permission of the Information Technology Staff. If the software is department or user specific, the software must be approved by the Department Head as well as the Information Technology Department. All software must be scanned for viruses prior to installation on either the Village's computer networks or any Village-owned computer

equipment. Employees may not install personally owned software on Village computer equipment.

3. **Licenses and Copyrights** - No employee may copy, install, or use any software or data files in violation of international, federal, state, and local laws and regulations, applicable copyrights or license agreements. Contact the Information Technology Department if you are unsure about the copyright or license agreement that applies to the software in question. Unlicensed installations of software will be removed from Village equipment by the Information Technology Department.

Hardware

The Village provides and maintains a wide variety of computer equipment including, but not limited to, phones, personal computers, servers, printers and network equipment. This hardware is the property of the Village of Glen Ellyn and is provided to users to assist with their respective job related duties. It is the responsibility of the Information Technology Department to set forth minimum hardware requirements for all computer equipment.

1. **Purchase** – Unless otherwise approved by the Information Technology Manager, all hardware purchases are to be both approved and ordered by the Information Technology Department. This ensures both compatibility with existing network infrastructure and that the minimum hardware requirements are met. The Information Technology Department will not be obligated to support, or allow a network connection to hardware that is not subjected to this process.
2. **Installation/Relocation** – Installation/Relocation of all hardware must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. Only hardware approved by the Information Technology Department will be allowed to be installed on the Village's network. Village staff are not permitted to move or reconfigure any equipment without approval from Information Technology Department Staff.
3. **Replacement & Disposal** – All Village computers, servers, laptops and printers are to be replaced as needed, as determined by the Information Technology Manager. The replacement plan is based on the Village's fiscal year. Once replaced, old equipment is considered out of service. All out of service computer equipment will be disposed of by the Information Technology Division unless otherwise directed by the Information Technology Manager.
4. **Hardware Administration** – Administration of Village computer equipment must be performed by a member of the Information Technology Department or with the permission of the Information Technology Staff. This includes, but is not limited to, repair, updating firmware, changing of system settings or any type of

hardware modification.

- 5. Authorized Systems** – No system may be connected to the Village’s network unless it is Village owned equipment, or by the discretion of the Information Technology Manager. Employee’s personal computers and/or equipment are not permitted to be used on the Village’s network. If unauthorized equipment is detected it will be removed immediately and the employee’s supervisor will be notified of the offense.

*Exempt to this rule are personal devices connecting to the Village provided public WiFi wireless network connection. This connection is separate from the Village network but provided by the Village.

Staff Status Changes

Department Heads/HR (or designee) shall immediately notify the Information Technology Department when an employee, who has had computer access, is leaving employment with the Village. Department Heads (or designee) also have the responsibility of informing the Information Technology Department of any new hires and/or transfers that require new/changed network logins or network access.

Access and Administration

The Information Technology Department staff will be allowed access, during both working and non-working hours, to all aspects of its computer system in the event that service or emergency repair needs to be performed. In addition, the Information Technology Department is solely responsible for administering the Village of Glen Ellyn’ network. Only at the discretion of the Information Technology Manager will other Village staff be allowed to administer any aspects of the Village’s network.

Enforcement and Discipline

Each individual user is responsible for the appropriate use of computer equipment as described in this policy. Every supervisor is responsible for ensuring that his or her subordinates know, understand, and adhere to the contents of this policy. In addition, supervisors are expected to enforce this policy. Employees may be disciplined up to and including termination for improper use of the Village’s e-mail system, Internet, Intranet, and Village owned or operated computer equipment and software.

Authorized users shall read the foregoing policy and sign a Memorandum of Understanding, which shall be maintained in their personnel file in Human Resources. The Village reserves the right to review and amend the aforementioned policy and rules

from time to time. If the policies are amended it will be required that all users review and re-sign the Memorandum of Understanding.

Memorandum of Understanding

By signing below, I agree to abide by the requirement set forth above for the types of access I have to Village provided computer resources. I specifically agree to the monitoring of communications and non-privacy provisions set forth above. I understand that any violation of this agreement may result in loss of access or services, disciplinary action, termination of employment, or prosecution under federal and state laws.

Employee Name (Please Print)

Employee Signature

Date

Employee Department

Position



ADMINISTRATIVE ORDER NO. 37

**SUBJECT: Village Links/Reserve 22, Public Works, GWA, Police (Crossing Guards) Recruitment
and Hiring of Seasonal Staff**

I. Applicability

This policy applies to all seasonal employees of the Village Links, Reserve 22, Public Works, GWA, and Police Crossing Guards.

II. Purpose

This policy is intended to provide direction on the hiring and termination process for seasonal employees.

III. Policy

This policy outlines the framework for the hiring and termination of seasonal staff. The Human Resources Manager or Generalist will coordinate with the Village Links General Manager, Assistant Public Works Director, Deputy Police Chief, or their designee when hiring seasonal staff. Police conduct background checks internally on all of their employees.

A. New hire candidates. This section applies to all persons not previously employed by the Village in any capacity.

1. New hire candidates must complete the following documents as part of the pre-employment screening process and prior to their start date:
 - a. Village Employment Application
 - b. Third Party Release Form
 - c. Fair Credit Reporting Act Release Form
 - d. Wants Warrants Authorization Form
2. The supervisor shall forward the completed forms listed under "A1" to Human Resources. The supervisor shall inform the new hire candidate of the pending email with the background check questionnaire.
3. Upon receipt of an acceptable completed background check, Human Resources shall notify the supervisor that the new hire candidate is cleared for employment.
4. On the first date of employment, the new hire shall complete the following paperwork and return it to their supervisor prior to the completion of their shift:

- a. Employee Information Form
 - b. Federal I-9 Form
 - c. Federal W-4 Form
 - d. Illinois W-4 Form
 - e. IT Policy
 - f. Direct Deposit Form
 - g. Personnel Manual Acknowledgement Form
5. The supervisor shall forward the above completed paperwork along with a completed Change of Status (COS) form to Human Resources within 24 hours of the new hire's start date.

B. Rehire Candidates. This section applies to persons previously employed by the Village Links or Reserve 22, or, Public Works, or Police and deemed eligible for rehire.

1. All rehire candidates whose last date of seasonal employment was nine months or more from their pending start date are required to complete all forms in Section B.1. and Section B.4. which includes a background check prior to being rehired. Rehire candidate shall complete the following forms prior to their start date:
 - a. Village Employment Application
 - b. Third Party Release Form
 - c. Credit Reporting Act Release Form
 - d. Wants Warrants Authorization Form
2. The supervisor shall forward the completed forms listed under "B1" to Human Resources. The supervisor shall inform the rehired candidate of the pending email with the background check questionnaire.
3. Upon receipt of an acceptable completed background check, Human Resources shall notify the supervisor that the rehired candidate is cleared for employment.
4. All rehire candidates, regardless of their prior last date of employment, shall complete the following documents and return them to their supervisor prior to completion of their shift:
 - a. Employee Information Form
 - b. Federal I-9 Form
 - c. Federal W-4 Form
 - d. Illinois W-4 Form
 - e. Direct Deposit Form
 - f. IT Policy
 - g. Personnel Manual Acknowledgement Form
5. The supervisor shall forward the above completed paperwork along with a completed Change of Status (COS) form to Human Resources within 24 hours of the new hire's start date.

C. Employee Termination/End of Season

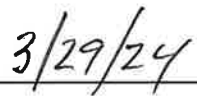
1. All seasonal employees not eligible for rehire shall be terminated, and it shall be noted on the Change of Status (COS) form they are ineligible for rehire.
2. All seasonal employees eligible for rehire and anticipated to return to employment within three months of their final shift of the season shall remain active in the system.
3. All seasonal employees eligible for rehire and anticipated to return to employment within six months of their final shift of the season shall be deemed as "inactive." A Change of Status (COS) form noting "End of Season" and "Eligible for Rehire" shall be completed by the supervisor and submitted to Human Resources within 24 hours of the employee's final shift.
4. All seasonal employees eligible for rehire and not anticipated to return to employment for longer than six months after their final shift of the season shall be terminated. A Change of Status (COS) form noting "Terminated" and "Eligible for Rehire" shall be completed by the supervisor and submitted to Human Resources within 24 hours of the employee's final shift.
5. Seasonal employees eligible for rehire who were anticipated to return to employment and failed to do so within six months shall be deemed terminated. The supervisor shall complete a Change of Status (COS) form noting "Terminated" and "Eligible for Rehire" on the six-month anniversary of their final shift of the season.

IV. Attachments

- A. Recruitment/Pre-Employment Checklist
- B. New Hire Onboarding Checklist



Mark Franz, Village Manager



Date



ADMINISTRATIVE ORDER NO. 38

SUBJECT: Paid Family Care Leave and Child Extended Bereavement Leave Policy (Pilot Program) Village Personnel Manual 8.38

I. Applicability

This policy applies to all Village employees who are eligible for leave under the Child Extended Bereavement Leave Act and the Family and Medical Leave Act of 1993 and the 2008 amendments thereto (FMLA) Village Personnel Manual 8.4 if they meet the following requirements:

- a) been employed by the Village for at least twelve months; and
- b) worked at least 1,250 hours during the twelve months prior to the start of the leave.

II. Purpose

The purpose of this administrative order is to outline the conditions of the Paid Family Care Leave Policy (Pilot Program) for eligible employees of the Village.

III. Policy

The Village recognizes that employees may, from time to time, have family care needs and the loss of a child that requires the employee to be away from work for an extended period of time or on an intermittent basis in order to provide care for a family member or bereave the loss of a child. On August 1, 2022, the Village instituted a pilot program that gave qualified employees of the Family Care Leave (PFCL) benefit of paid time off. The Village has decided to continue the pilot program with some minor changes to the policy, as stated in this updated policy as of January 1, 2024. This benefit will be reviewed again no later than January 1, 2025. In the updated January 1, 2024, pilot, PFCL would apply to employees who qualify for Family Medical Leave under the Family Medical Leave Act and Child Extended Bereavement Leave Act, excluding leave for an employee's own qualifying event.

Amount of Paid Family Care Leave

The Village provides qualified employees up to forty (40) hours of PFCL in a calendar year upon approval of a qualifying leave event for use during qualifying PFCL events (described in detail below). PFCL is a "use it or lose it" benefit that may not be carried over from year to year. In accordance with the policy, benefits may only be carried over from year to year if the benefit is initiated with less than forty (40) hours remaining in the current year. In such cases, the balance of the 40 hours must be used within the first forty (40) hours of the new year. Unused PFCL has no cash value upon separation of employment. The PFCL runs concurrently with any applicable Family and Medical Leave Act (FMLA) leave. Employees are not required to use leave as stated in Section 8.4.3 (b)(i) until they have exhausted their

PFCL leave. There are forty (40) hours maximum of PFLC per year and qualifying event. Paid Family Care Leave will run concurrently with Family Medical Leave under the FMLA and Child Extended Bereavement Leave.

For the purpose of this policy only, the term “family member” includes the following individuals related to the employee:

- Spouse means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law marriage or same-sex marriage.
- Son or daughter (or child) means a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.
- Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents-in-law.
- Personal care to a covered family member. For purposes of this policy, personal care includes activities to ensure that a covered family member’s basic medical, hygiene, nutritional, or safety needs are met or to provide transportation to medical appointments for a covered family member who is unable to meet those needs alone. In addition, personal care also means being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care.

Qualifying Leave Events

Employees may use PFCL for the following family care events:

Birth of a child, adoption of a child, or placement of a child with the employee for foster care, within the first year following the birth, adoption, or foster care placement.

Caring for a family member due to the family member’s serious health condition. Generally, serious health conditions are illnesses, injuries, impairments, or physical or mental conditions that cause the family member to be incapacitated and require inpatient care or continuing treatment by a healthcare provider.

Attending appointments or leave otherwise required for the employee to fulfill responsibilities as power of attorney for a family member (e.g. medical appointments, legal appointments, etc.).

To receive PFCL benefits, the employee must submit a Certification of Health Care Provider for Family Member’s Serious Health Condition (FMLA) form (if the leave event also qualifies for FMLA) or sufficient documentation from a health care provider. When possible, forms should be submitted a minimum of 15 days prior to the desired date to start PFCL. If the documentation submitted by the employee does not contain sufficient information to determine the employee’s eligibility for PFCL benefits, the employee’s request for PFCL benefits may be denied. It is the employee’s responsibility to ensure that sufficient documentation is provided to the Village to substantiate the request in a timely manner.

This policy is effective January 1, 2024, and supersedes any previous policies or guidelines related to PFCL.



Mark Franz, Village Manager



Date



ADMINISTRATIVE ORDER NO. 41

SUBJECT: Sick Leave Policy

I. Applicability

This policy applies to all eligible employees of the Village of Glen Ellyn and Glenbard Wastewater Authority and sets forth amendments to the Village's sick leave policy (Chapter 8, Personnel Manual) in order to comply with the new State law (P.A. 099-0841) governing employer paid sick leave benefits to the extent such law is applicable to employees of the Village.

II. Purpose

The Village has a paid sick leave benefit policy for eligible employees. Effective January 1, 2017, the Illinois Employee Sick Leave Act (P.A. 099-0841) allows eligible employees to use their sick leave benefits not only for their own personal medical needs but also for the illness, injury, or medical appointments of eligible family members as defined under the law.

III. Policy

Effective September 1, 2022, the Village's Sick Leave policy set forth in Chapter 8 of the Village's Personnel Manual shall be amended as follows:

- 8.1 Sick Leave - Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or injury. Sick leave may not be converted into any other form of compensation. Sick leave shall not be considered as a privilege which an employee may use at their discretion but shall be allowed only in case of necessity and actual sickness or disability of the employee. Sick leave may also be used to care for a family member in accordance with section 8.4 Family and Medical Leave. Sick leave will not be paid out when an employee terminates employment with the Village.
- 8.1.1 Sick Leave Use- Employees must use annual leave for absences from work for three (3) consecutive days or less (this requirement is waived for designated leave under FMLA) reported to their supervisor for reasons provided in Section 8.1. When an employee is absent from work for four (4) or more consecutive workdays because of reasons defined in Section 8.1, they shall have the three (3) initial compensated leave days (annual leave) that were taken prior to the use of sick leave credited back to their annual leave accruals and take from their sick leave accruals. When an employee uses sick leave because of reasons defined in Section 8.1, the Village requires a doctor's certificate unless waived by the Village Manager.

A. Attesting to the illness or injury;

When an employee is on sick leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's cost.

8.1.2 Accumulation of Sick Leave — A full-time employee who has completed one year of service shall be granted six (6) days of sick leave on January 1 of each year. An employee with less than one year of service shall be granted sick leave on a prorated basis beginning with the first full month of employment. Sick leave may be accumulated to a maximum of one hundred twenty (120) workdays. Sick leave shall not be accumulated during any period an employee is laid off or on an unpaid leave of absence.

8.1.3 Notification - An employee anticipating the use of accrued sick leave shall report the reason for his absence from duty to his supervisor. During any period of illness or injury, an employee must regularly update their supervisor, notifying the supervisor of the condition of the employee.

8.1.4 To the extent permitted by law, an employee who has reported sick is expected to use good judgment and remain at their residence during the time they would otherwise have been working unless hospitalized, visiting a doctor, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during the time they are granted the use of accrued sick leave.

8.1.5 Workers Compensation - Sick leave or any compensated leave shall not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act. In cases where Workers' Compensation is paid after an employee's accrued sick leave or other forms of compensated leave are used, that leave will be credited to the employee.

8.1.6 Insufficient Sick Leave - Except in cases covered by Section 8.4 (FMLA Leave), if an employee's illness or period of recovery exceeds the amount of accrued sick leave, the employee may use accrued annual leave, compensatory leave, or be placed on leave without pay.

8.1.7 Use by Probationary Employees - A probationary employee may use accrued sick leave upon the completion of three (3) months of employment. Promotional, probationary employees may use accrued sick leave during their probationary period.

8.1.8 In the event that an employee becomes ill during the workday, the Village may send the worker home for his own well-being and the well-being of fellow workers.

8.1.9 In the case of a life-threatening illness or injury to an employee's spouse or child requiring the attendance of the employee at the bedside, the Village Manager may consider the use of the sick leave bank. Such use could be allowed after a period of three days, and each case would be considered by the Village Manager based on its individual merits.


Mark Franz, Village Manager

1/31/24
Date

ADMINISTRATIVE ORDER NO. 42



SUBJECT: Recruitment and Hiring of Village Employees

I. Applicability

This policy outlines the process followed by the Village for recruiting and hiring all Village employees, excluding sworn personnel (Police Officers) and Village Links/Reserve 22 seasonal employees. Please see Administrative Order No. 31 regarding the recruiting and hiring of Police Officers and Administrative Order No. 37 for Village Links/Reserve 22 seasonal employees.

II. Purpose

This policy is intended to provide direction on the recruitment and hiring process for Village employees.

III. Policy

This policy outlines the framework for the recruitment and hiring of Village employees. When hiring employees, the Human Resources Director or Generalist will coordinate with the Department Directors or their designee.

IV. Procedure

A. Approval Process

1. Vacant Positions: This section applies to all existing, budgeted vacant positions due to a resignation, retirement, termination, or attrition.

The Department Director must receive The Village Manager's or their designee's approval before the Human Resources Department posts a new position or reposts a vacant one. If changes to the job title, position status, or pay grade are being requested, the Department Head must thoroughly substantiate the need for the requested change and provide internal/external comparables where appropriate.

2. New Positions/Reclassification: This section applies to all positions that do not currently exist within the organizational chart. Unless there are extenuating circumstances, new positions/reclassifications will only be considered as part of the Village's regular budget process. Therefore, Department Heads are encouraged to begin the review and evaluation of their department structure and staff needs well in advance of the annual budget department meetings.
 - a. The Department Head submits a request to the Village Manager or their designee for an additional employee or position reclassification. The request should explain the need for the new position or reclassification, the job title, position status (full-time/part-time/seasonal/temporary) proposed,

compensation range, budgetary impact, and draft job description. The Department Head must thoroughly substantiate the need for the additional employee or reclassification.

- b. The Village Manager or their designee will direct the Human Resources Director to review the request and complete an informal comparison of internal/external positions. The Human Resources Director will discuss the request with the Director of Finance and the Village Manager or their designee.
- c. The Village Manager or their designee will notify the Department Head and Human Resources Director regarding the status of the request.

B. Advertisement

1. After approval to fill a vacancy, the Department Director shall send the updated job description and job advertisement to the Human Resource Director for final review, job ID number, and application deadline (Resumes will be reviewed as they are received. To be considered for the first round of interviews, applications must be received by [MONTH, DAY, YEAR, at TIME]. The position is open until filled) and posting of position on various employment websites. Positions being advertised externally shall be posted for a minimum of three (3) weeks. Positions being advertised internally to the organization shall be posted for a minimum of two (2) weeks. Only electronic application submittals will be accepted. All job announcements shall include a requirement to complete a Village Application for Employment in addition to any other application requirements.
2. Human Resources will post the job announcement within 3 (three) to 5 (five) days of receiving the final announcement from the Department Head.

C. Resumes

1. The Department Director should notify the Human Resources Director and Generalist on which individual(s) in their department should have access to TEAMS Applicant folder of the candidates' resumes. Human Resources will create individual channels for each open Job ID within the TEAMS Applicant folder. Each channel will have all the most up-to-date applicant packets received for each Job ID. Once the positions are closed, the channel will be closed, and applicant information will be saved permanently to the network drive.

D. Interviews

1. A minimum of two interviews is required for each position.
 - a. After reviewing all applications, departments should tell the Human Resources Director of the applicants they desire to interview for the position and which staff members, along with one Human Resources department member, will participate in the interviews. For supervisory posts and above, the interview panel should comprise at least one

member of the Human Resources Department and one staff member from outside the interviewing department selected by the Department Head or designee.

- b. Human Resources will schedule the interviews with the candidates and send a calendar invite to those individuals who will be participating in the interview process.
- c. All interviews will be conducted in person if possible. If not, they will be conducted via Zoom/Teams. No interviews will be conducted by phone unless executed by the Human Resources Department.
- d. At least three days prior to the interview, departments should forward a draft of the proposed interview questions to the Human Resources Director for review and approval. Human Resources will confirm approval of the interview questions.
- e. Human Resources will make copies of the questions, candidates' information, and job ad for the interview panel for use during the interview.
- f. Upon completion of the first round of interviews, the interviewing panel may discuss and forward candidates for a second interview to the Human Resources Director. The department should discuss the format of the second interview with the Human Resources Director.
- g. The Human Resources Generalist will schedule the second interview with the candidates and send a calendar invite to those individuals who will be participating in the second interview.

E. Selection of Candidate

1. Upon completion of the second interview, within a week, the hiring team shall select the preferred candidate for the position and present the proposed salary offer to the Human Resources Director.

F. Conditional Offer of Employment

1. After approval of the initial employment offer, the Human Resource Director will make a conditional offer of employment by the Village to the selected Candidate both verbally and via a formal offer letter. Only the Human Resources Director or their designee shall communicate with the Candidate regarding the offer of employment.
2. If the Candidate accepts an offer of employment, the Human Resource Director will notify the Department Director of the acceptance and provide the Director with a copy of the signed offer letter.

G. Acceptance of Offer

1. Once the Human Resources Director receives the signed offer letter, the Human Resources Generalist will send the candidate the necessary forms to complete their background check and medical screening. Once these processes are complete and the Candidate meets the Village's requirements for hiring, Human Resources will notify the Department Director to

coordinate the start date and to schedule a time for the Candidate to meet with Human Resources to do their onboarding. Then, Human Resources will reach out to the Candidate to confirm their start date.

2. If the post offer screening documents do not meet the Village's requirements for hiring, the Department Director and the Candidate will be notified that the Village will be rescinding their offer.
3. Upon confirmation of the start date, the Human Resources Department shall contact the Information Technology Department and the Communication Coordinator, letting them know a new employee will start with the Village. IT will let the Communication Coordinator know when the employee's email is set up in our system allowing him to grant them access to the website. Then IT will reach out to the Department Directors to determine what permissions and access the Candidate will require for their position within the Village.
4. Following onboarding, the Human Resources Department will create the COS form for the new employee and send to the Department Director for signature. Once signed by the Department Director, the COS form should be returned to the Human Resources Department for processing.


Mark Franz, Village Manager


Date



ADMINISTRATIVE ORDER NO. 43

SUBJECT: Martin Luther King Jr. Day

I. Applicability

This policy applies to all regular and probationary full-time employees not covered by a collective bargaining agreement.

II. Purpose

The purpose of this administrative order is to amend the list of official Village holidays as listed in Section 7.1 of the Personnel Manual.

III. Policy

As of January 1, 2022 the Village recognizes the federal holiday of Martin Luther King Jr. Day, observed on the 3rd Monday of January, as an official Village Holiday.


Mark Franz, Village Manager


Date

ADMINISTRATIVE ORDER NO. 44



SUBJECT: Village Links/Reserve 22 Holiday Pay
(Supplement to Section 7.1 of the Personnel Manual)

Applicability

This policy shall apply to all Village Links/Reserve 22 restaurant regular and probationary full-time employees.

Purpose

This policy is intended to outline provisions for the use and accrual of Holiday Pay for Village Links and R22 full-time employees.

Policy

All regular and probationary full-time employees are eligible for holiday pay at the regular rate of pay for all holidays listed in Section 7.1 of the Personnel Manual and designated by Administrative Order No. 43. As outlined in Section 7.1.4 of the Personnel Manual, due to the nature of service, employees of the Village Links/Reserve 22 may be required to work on an officially recognized Village holiday. In those instances where an employee works on a holiday as designated by this Order, the following provisions shall apply:

- a. The employee shall accrue the equivalent of hours worked in straight time, not to exceed eight (8) hours of holiday compensatory time
- b. Holiday compensatory time must be used in the calendar year it is earned, with the exception outlined in subsection "c" below.
- c. No more than four (4) days of accrued holiday compensatory time may be carried over annually to the following calendar year. These hours must be used no later than February 28th of that year.
- d. Holiday compensatory time will not be paid out upon the resignation or termination of an employee.
- e. Holiday compensatory time may be taken at the discretion of the Department Director


Mark Franz, Village Manager


Date



ADMINISTRATIVE ORDER NO. 46

Approved by Village Board through Ordinance #7076-VC on 11/27/23.

SUBJECT: PAID TIME OFF (PTO) FOR PART-TIME & SEASONAL EMPLOYEES

Applicability

This policy applies to all part-time and seasonal employees as defined by the Village's Personnel Manual.

Purpose:

The Village is strongly committed to creating and preserving equal opportunity for all employees and applicants and desires to be an employer of choice. The Paid Time Off (PTO) Policy for Part-Time & Seasonal Employees outlines the guidelines for providing paid time off to eligible part-time, seasonal employees, and temporary employees. Please refer to Section 2.2 of the Village's Personnel Manual for the definition of various employee groups.

Eligibility

Effective January 1, 2024, part-time, seasonal employees, and temporary employees are eligible for paid time off under this policy and eligible to use PTO after the completion of 90 total days of employment. Contract employees and Recording Secretaries are exempt from this policy.

Accrual of Paid Time Off

- Eligible employees will accrue paid time off at a rate of 1 hour for every 40 hours worked.
- Eligible employees may accumulate up to 40 hours of PTO in a 12-month period and may not accumulate more than 80 hours of PTO. After 80 hours, no additional PTO may be accrued.
- For the purposes of calculating overtime, PTO is provided for regularly scheduled work and does not count as hours worked.

Use of Paid Time Off

PTO may be used for any authorized purpose. The employee's Department Director or designee shall approve or disapprove of all PTO requests. PTO may be requested on a first-come, first-serve basis. Except in those cases where it is used for illness, injury, or a stated emergency, an employee shall schedule the use of PTO at least two (2) days in advance. PTO shall be used in one-hour increments. Part-time employees are allowed to use up to a maximum of 60 hours of PTO within a calendar year.

Carry Over of Accrued Time

- If an eligible employee leaves employment and returns within 12 months from their last day of employment, their accrued PTO balance from the previous year will be carried over.
- PTO **will not be paid out** when an employee leaves employment. It is intended for use during employment with the Village.
- At the request of the Department Head and with authorization of the Village Manager, this benefit may be paid out annually to some employee groups for operational reasons at the Village Manager's discretion.

Review and Modification

This policy will be reviewed periodically and may be modified as needed to comply with changing legal requirements or to better suit the Village's policies.



Mark Franz, Village Manager



Date

ADMINISTRATIVE ORDER NO. 47



SUBJECT: RETIRED EMPLOYEES' EMPLOYMENT POLICY

Applicability:

This policy applies to all regular full-time personnel who retire from the Village of Glen Ellyn and are rehired by the Village of Glen Ellyn in a different position within the Village.

Purpose:

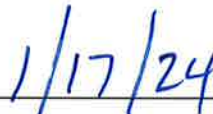
The purpose of this policy is to establish guidelines for the rehiring of retired employees who are entitled to a pension when they retire from the Village of Glen Ellyn.

Policy

Effective January 1, 2024, personnel who retire from the Village of Glen with a pensionable benefit will not be entitled to transfer any accrual balances from their retired position to their new part-time/full-time position within the Village of Glen Ellyn. When hired to work for the Village of Glen Ellyn, they will be entitled to the same benefits as all new part-time and full-time employees, in accordance with the Personnel Manual.



Mark Franz, Village Manager



Date

ADMINISTRATIVE ORDER NO. 48



SUBJECT: TUITION ASSISTANCE PLAN (TAP)

Applicability:

This policy applies to all current full-time employees and prospective job candidates for full-time employment.

Purpose:

The purpose of the Tuition Assistance Plan (TAP) is to encourage employees to pursue continued education, which will benefit both the employee and the Village. This program is intended to be used for long-term, degree-seeking coursework. Seminars, short courses, or credit courses expressly required by the Village are not to be considered part of this program, and fees will be prepaid by the Village. The cost of short courses and seminars will not be added to the total allowable benefit under the TAP.

Policy:

The Village of Glen Ellyn wishes to participate whenever possible in the cost of relevant educational programs for employees interested in attaining a higher technical or general competence level through continued education. Such coursework should provide employees with the knowledge and skills necessary to increase proficiency in their present jobs and/or to prepare them for appropriate promotional opportunities.

Responsibility:

It is the responsibility of each Department Director to see that eligible employees are aware of the provisions of this program and to ensure that its rules of eligibility are met.

Eligibility Rules:

- A. An applicant must have satisfactorily completed their probationary period before that person is eligible to participate in the program.
- B. An employee is not eligible for participation in the TAP unless evaluated to be in good standing in their present position.
- C. An employee is eligible under the TAP only after all other sources of assistance are exhausted (Veteran's benefits, grants, or other tuition assistance sources). In no case can any combination of assistance exceed the total cost of the course.

ADMINISTRATIVE ORDER NO. 48



Schools:

Applications may be made only for attendance at a school of recognized educational standing, such as an approved high school, or accredited college or university, correspondence school, or vocational school. Applicants may be required to furnish information as to the accreditation of institutions or programs.

Courses:

- A. Courses must be related to the duties of the positions held by the employee or be in preparation for greater responsibility in their general field of work.
- B. Courses may not be included, which can be more effectively or economically completed as in-service training.
- C. Employees are expected to take courses on their own time. In no case will the Village pay an employee overtime to take a course under this plan
- D. Courses repeated or audited will not be eligible for assistance.

Application Procedures:

- A. To be eligible for the TAP, Department Director permission must be received.
- B. The TAP-1 form should be completed and forwarded to the Department Director for approval.
- C. A copy must be forwarded to the Human Resources Director for review and approval. Upon approval, the TAP-1 form will be returned to the point of origin, and the employee will be notified. A TAP-1 form must be completed and approved by the Human Resources Director prior to enrollment in each course.

Application for Reimbursement:

- A. Eligible employees may be reimbursed for undergraduate courses up to \$3,000 in the year the class was taken and per Village fiscal year for tuition and books for approved courses. The Village fiscal year is January 1 through December 31. Reimbursement per credit hour shall not exceed \$250. The reimbursement per credit hour is the maximum allowable and is inclusive of all educational costs such as books, course fees, and supplies.

ADMINISTRATIVE ORDER NO. 48

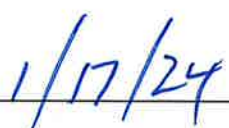


- B. Eligible employees may be reimbursed for graduate courses up to \$4,000 in the year the class was taken and per Village fiscal year for tuition and books for approved courses. The Village fiscal year is January 1 through December 31. Reimbursement per credit hour shall not exceed \$300. The reimbursement per credit hour is the maximum allowable and is inclusive of all educational costs such as books, course fees, and supplies.
- C. Reimbursement will be paid upon successful completion of the course, with a grade of C or better. Failure to attain a grade of C or better will result in the employee being required to return to the Village in full all amounts advanced to them for that course.
- D. Upon completion of an approved course, the employee shall receive the appropriate reimbursement provided that:
1. a copy of the pre-approved TAP-1 form;
 2. a transcript of the final grade is submitted as evidence of completion of the course with a final grade of C or better;
 3. receipts are provided showing the amount paid by the employee per credit hour and all other educational costs incurred;
 4. that the above information is submitted to the Department Director for review and approval.
- E. After approval by the Department Director, the above items should be forwarded to the Human Resource Director for processing.

GENERAL PROVISIONS:

- A. Approval of tuition reimbursement is contingent upon the availability of funds in the current year's budget and the adherence to the policies and procedures outlined in this document. Annual funding of this program is not guaranteed.
- B. An employee leaving Village employment or dropping a course prior to completion shall not be entitled to assistance.
- C. An employee leaving Village employment before one (1) year following receipt of assistance will be required to reimburse the Village for one-half (½) of the amount paid on their behalf. The employee agrees to consent to the deduction of any amounts owed at the time the employee terminates employment, even if such deduction is greater than 15 percent of the employee's final pay. If the repayment amount is greater than the employee's final compensation, the employee will agree to repay within 30 days of termination.


Mark Franz, Village Manager


Date

ADMINISTRATIVE ORDER NO. 48

***TUITION REIMBURSEMENT
LETTER OF UNDERSTANDING***



TAP-1 FORM

This LETTER OF UNDERSTANDING made this _____ day of _____, 20____, between the Village of Glen Ellyn (hereinafter referred to as "Village") and _____, an employee of the Village, sets forth the special circumstances and details concerning the reimbursement of tuition costs for a college degree program.

WHEREAS, _____ has worked for the Village since _____ and is currently employed as a _____ within the _____; and

WHEREAS, _____ has expressed a strong interest in obtaining additional formal education that will enhance his skills and better qualify him for future opportunities that may arise; and

WHEREAS, it is in the best interest of the Village that _____, a current employee, with a proven history of accomplishment working for the Village, be given the opportunity to obtain the necessary training and to enhance his ability to meet the needs of his position and future growth opportunities within the Village; and

WHEREAS, obtaining a _____ degree will significantly benefit both the Village and the employee; and

WHEREAS, the Village, as a benefit of its investment in the further education of _____ expects to receive at least three additional years of service from the time the degree is obtained; and

WHEREAS, the Village will suffer a loss on its investment in _____ education if his employment should end during a period of one (1) year following the completion of the approved program.

NOW, THEREFORE, in consideration of the above, it is agreed by and between the parties as follows:

1. The Village agrees to reimburse _____ up to \$3,000 fiscal year (and per the policy, course reimbursement cannot exceed \$250 credit hour) as tuition assistance for obtaining an Associate Degree and up to \$4000 fiscal year (and per the policy, course reimbursement cannot exceed \$300 credit hour) as tuition assistance for obtaining a Master Degree. The tuition assistance is inclusive of all education costs, such as books, fees, and supplies. If annual qualifying educational reimbursement expenses exceed the IRS maximum noted in IRS Publication 15-B, currently \$5,250 per year, _____ will be taxed, and the amount of tuition reimbursement over the IRS maximum and the amount will be reported on his W-2 in accordance with tax regulations, then in place.

ADMINISTRATIVE ORDER NO. 48



2. Upon successful completion for each semester, _____ shall request payment in writing for his current tuition costs. Evidence of both costs paid by _____ and satisfactory completion of the previous semester's course work, with a final grade of "C" or better, shall be submitted prior to the next payment request. Other information, as requested, shall also be provided. Courses repeated or audited will not be eligible for assistance.
3. Should _____ voluntarily resign from employment with the Village before one (1) year following receipt of tuition assistance, they shall repay 50 percent of the amount paid on their behalf.
4. In the event _____ shall owe funds to the Village in accordance with the provisions of this Letter of Understanding, _____ agrees to consent to the deduction of any amounts owed at the time their employment terminates, even if such deduction is greater than fifteen (15%) of his final pay. If, after the use of those funds, money is still due from _____ to the Village, or if the obligation occurs as a result of a later event, he shall pay such funds within 30 days of termination. In the event that the Village should be required to make a claim or demand against _____ or to file suit to collect such unpaid amounts, _____, as a condition of this Letter of Understanding, shall agree to pay the full costs to the Village, including but not limited to, attorneys' fees expended by the Village in the collection of the unpaid amount.
5. This Letter of Understanding shall not be construed as a guarantee to _____ either of employment or assignment to a specific position with the Village but solely contains the conditions for tuition reimbursement by the Village for _____ proposed _____ Degree, and repayment by _____ should he take employment elsewhere during the term of this Letter of Understanding.
6. The Village states, and _____ agrees, that the pursuit of this _____ Degree results in a benefit to _____ and enhances his skills and potential for advancement with the Village. _____ expressly acknowledges that the pursuit and attainment of this degree is voluntary on his part and is not required by the Village for his continued employment as a _____. _____ further expressly acknowledges and agrees that his time spent in pursuit of his degree is not compensable "time worked" for purposes of the Fair Labor Standards Act, 29 USC §201 et seq. and/or the compilation of overtime there under, or any other purposes.
7. This Letter of Understanding may only be amended through the written mutual consent of the parties.

IN WITNESS THEREOF, the parties have hereto set their hands on the dates stated below.

EMPLOYEE: _____ DATE: _____

VILLAGE OF GLEN ELLYN:

BY: _____ DATE: _____

Human Resources Director



ADMINISTRATIVE ORDER NO. 49

SUBJECT: Child Extended Bereavement Leave Policy

Applicability

This policy applies to all Village and Glenbard Wastewater Authority and sets forth amendments to the Village's Child Bereavement Leave policy (Chapter 8.2.3) in order to comply with the new State Law (P.A. 103-0466) governing employer bereavement leave benefits to the extent such law is applicable to employees of the Village.

Purpose

To provide Village employees who are eligible for unpaid leave to grieve the loss of a child who dies by suicide or homicide if they meet the following requirements in this policy.

Policy

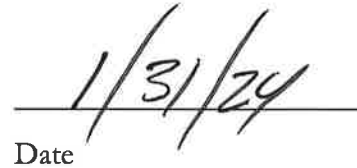
This applies to all regular part-time and full-time employees who are eligible for leave under the Child Extended Bereavement Leave Act. Effective January 1, 2024, the Village's Child Bereavement Leave policy, as set forth in Chapter 8.2.3 of the Village's Personnel Manual, shall be amended to incorporate the Child Extended Bereavement Leave as follows:

- A. Employees are eligible for up to twelve (12) weeks of unpaid leave.
- B. Eligible employees may take leave after they have been employed for at least two weeks.
- C. Employees may take leave in one continuous period or intermittently in increments of no less than four (4) hours.
- D. Leave must be taken within one year after notifying the Village of the loss.
- E. If employees take unpaid leave under this Act, they cannot seek additional unpaid leave under the Illinois Family Bereavement Leave Act for the same death.
- F. The employee must provide the Village reasonable notice that he/she intends to use the leave and documentation substantiating the reason for leave.
 - 1. Reasonable documentation includes a death certificate.
 - 2. Published obituary.
 - 3. Written verification of death, burial, or memorial services from relevant sources.

- G. A "child" can be the employee's biological, adopted or foster child. Stepchildren, legal wards, and children the employee stands in *loco parentis* to also qualify.
- H. An employee may substitute any paid or unpaid leave available from the Village. This paid time will run concurrently with the Illinois Child Bereavement Leave.
- I. Should the employee be eligible for time under FMLA, the Illinois Child Bereavement Leave would run concurrently. The law does not create a right to unpaid leave that exceeds or is in addition to, the amount of leave available under FMLA.
- J. Upon returning from bereavement leave, employees are entitled to their previous position.



Mark Franz, Village Manager



Date



ADMINISTRATIVE ORDER NO. 50

SUBJECT: Blood and Organ Donation Leave

Applicability

This policy applies to all Village and Glenbard Wastewater Authority and sets forth amendments to the Village's Employee Blood Donation Leave policy (Chapter 8.3.7) in order to comply with the new State Law (P.A. 92-754) effective January 1, 2024. It provides guidance on the eligibility, duration, and conditions for taking leave for blood or organ donation to the extent such law is applicable to employees of the Village.

Purpose

To provide Village employees paid time off to donate blood or organ donation.

Policy

Effective January 1, 2024, this applies to all part-time or full-time employees who have worked for the Village for at least six (6) months. The Village's Employee Blood Donation Leave, as set forth in Chapter 8.3.7 of the Village's Personnel Manual, shall be amended to incorporate the Organ Donation Leave as follows:

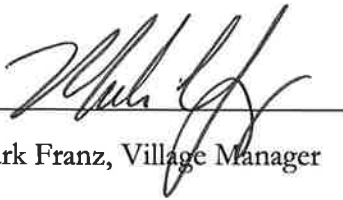
A. Blood Donation:

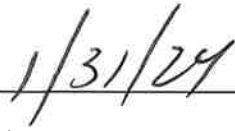
1. With prior approval, employees may use up to one hour of leave every 56 days to donate.

B. Organ Donation:

1. Employees donating a kidney, liver, lung, pancreas, intestine, bone, skin, or any subpart thereof, must obtain prior approval before taking leave for organ donation.
2. Employees must have medical documentation to support the leave request.
3. Employees are entitled to up to 10 days of paid leave in a twelve (12) month period.
4. This leave will run concurrently with the Family and Medical Leave Act (FMLA), but it is not limited to FMLA-eligible employees. Employees who have exhausted their FMLA leave may still be entitled to take additional leave under this law.
5. This policy will be reviewed periodically to ensure compliance with the Employee Blood and Organ Donation Leave Act.

6. For any questions or concerns regarding organ donation leave, employees are encouraged to contact the Human Resources Department.


Mark Franz, Village Manager


Date



ADMINISTRATIVE ORDER NO. 51

SUBJECT: Victim's Economic Security and Safety Act (VESSA)

Applicability

This policy applies to all Village and Glenbard Wastewater Authority employees, outlining amendments to the Village's Victim's Economic Security and Safety Act (VESSA) in compliance with the new State Law (P.A. 820 180-999).

Purpose

The purpose of this policy is to provide guidance on eligibility, duration, and conditions for taking leave under VESSA for domestic violence, sexual violence, gender violence, or crime of violence applicable to employees of the Village.

Policy

The Village's VESSA, as set forth in Chapter 8.3.7 of the Village's Personnel Manual, is amended to include the following:

Victims of domestic violence, sexual violence, gender violence, or any other crime of violence, and employees with a family member who is a victim, may take up to twelve weeks of unpaid leave within any twelve (12) month period to address related issues. VESSA leave runs concurrently with FMLA leave when the reason for the VESSA leave also qualifies as an FMLA, even if it is a serious health condition. If the VESSA leave is taken for reasons other than an FMLA qualifying event, the twelve (12) weeks of VESSA leave entitlement is in addition to the twelve (12) weeks of FMLA entitlement.

Family members include civil union partners, grandparents, grandchildren, siblings, or any individual with a close association equivalent to a family relationship, as determined by the employee.

Employees should promptly inform the Human Resources Director of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns to the Village with regard to intimate partner violence.

Qualifying Reasons:

VESSA provides unpaid, job-protected leave, reasonable accommodations, and protections from discrimination and retaliation for victims or their family members experiencing domestic violence, sexual violence, or gender violence. Qualifying reasons include:

- Experiencing an incident of violence.
- Recovering from the violence.
- Seeking or receiving medical help, legal assistance, counseling, safety planning, or other assistance.

- Temporarily or permanently relocating.
- Taking actions to increase the safety of the victim or ensure economic security.

Employee Notice and Certification:

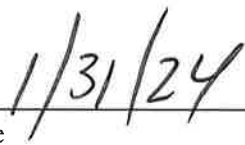
- Employees must provide at least forty-eight (48) hours prior notice of leave unless impracticable.
- Certification may include a sworn statement and other documentation, but the employee can choose the type of documentation and is not required to submit more than one document in the same twelve (12) month period.

Bereavement Leave:

- Bereavement leaves for attending the funeral, making arrangements, or grieving the death of a family or household member killed in a crime of violence.
- Entitlement: Up to two (2) workweeks (ten (10) workdays) of unpaid leave within sixty (60) days of learning about the victim's death
- Documentation may include a death certificate, published obituary, or written verification of the victim's death.
- Coordination rules with the Family Bereavement Leave Act (FBLA) ensure that VESSA bereavement leave aligns with FBLA entitlements.

This policy is effective immediately upon issuance.


 Mark Franz, Village Manager


 Date



ADMINISTRATIVE ORDER NO. 52

SUBJECT: Nursing Mothers in the Workplace Act and Pump for Nursing Mothers Act

Applicability

This policy applies to all Village and Glenbard Wastewater Authority employees, outlining amendments to the Nursing Mothers in the Workplace Act in compliance with the new Federal Law (H.R. 3110 Pump for Nursing Mothers Act).

Purpose

The purpose of this policy is to provide guidance on eligibility, duration, and conditions for taking breaks for nursing mothers in the workplace applicable to employees of the Village.

Policy

This applies to all employees who worked for the Village. The Village's Nursing Mothers in the Workplace Act, as outlined in Chapter 8.3.5 of the Village's Personnel Manual, is amended to incorporate the Pump for Nursing Mothers Act per the following:

The Village will provide reasonable time for an employee to express breast milk for her nursing child for one year after the child's birth each time such an employee needs to express the milk.

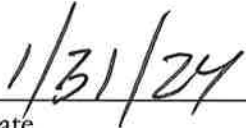
The Village will also provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which an employee may use to express breast milk.

Express breastmilk is considered "hours worked" if the employee is not completely relieved from duty during the entirety of the break. If a non-exempt employee continues to work or is interrupted during the break, then they must be paid for the entire break. Exempt employees continue to receive their full weekly salary, regardless of any break.

This policy is effective immediately upon issuance.



Mark Franz, Village Manager



Date

ADMINISTRATIVE ORDER NO. 53



SUBJECT: SERVICE RECOGNITION AWARDS POLICY

Applicability:

This policy applies to all regular part-time and full-time Village and Glenbard Wastewater Authority personnel who are eligible for periodic service awards through the Village's Service Recognition Award policy.

Purpose:

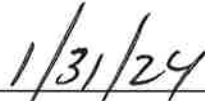
The purpose of this policy is to amend the manner in which employees receive their service recognition awards.

Policy

Effective January 1, 2024, employees will receive their service recognition awards following their anniversary date as a cash deposit into their regular scheduled payroll check when they are entitled to receive this award. The eligibility for periodic service awards is based upon years of service, according to the following schedule. The eligibility of these service awards remains the same as previously stated.

Years of Service	Cash Deposit into your Regular Scheduled Payroll Check
5	\$50
10	\$75
15	\$100
20	\$125
25	\$150
30	\$175
35	\$200
40	\$225


Mark Franz, Village Manager


Date