

VILLAGE OF TOLONO  
CHAMPAIGN COUNTY, ILLINOIS

ORDINANCE NO. 2021-O-5

AN ORDINANCE AMENDING THE VILLAGE EMPLOYEE POLICY MANUAL OF  
THE TOLONO MUNICIPAL CODE

Passed by the Board of Trustees and  
Approved by the President  
of  
Village of Tolono, Illinois  
On May 4, 2021

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Published in pamphlet form by authority of the President and Board of Trustees  
of the Village of Tolono, Champaign County, Illinois, this 4<sup>th</sup> day of May, 2021.

**AN ORDINANCE AMENDING THE VILLAGE EMPLOYEE POLICY MANUAL  
OF THE TOLONO MUNICIPAL CODE**

**WHEREAS**, the Village of Tolono, Champaign County, State of Illinois (the "Village") is a duly organized and existing Municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto with full powers to enact ordinances for the benefit of the residents of the Village and the Village previously enacted the Tolono Municipal Code; and

**WHEREAS**, the Village Board of Trustees previously adopted a Village Employee Policy Manual; and

**WHEREAS**, the Board of Trustees of the Village of Tolono has determined that it is advisable, necessary and in the best interest of the Village to amend Section 6.5 Overtime Compensation of the Employee Policy Manual to allow sick days, holidays, vacation time and other time off benefits to be counted as time worked for purposes of overtime; and

**WHEREAS**, the Village deems it appropriate to adopt the within Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TOLONO, ILLINOIS, AS FOLLOWS:**

Section 1. Incorporation Clause.

The President and Board of Trustees of the Village of Tolono hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and does hereby, by reference, incorporate and make them part of this Ordinance.

Section 2. Purpose.

This Ordinance is to amend Section 6.5 Overtime Compensation of Tolono Employee Policy Manual.

Section 3. Village Employee Policy Manual.

The Village of Tolono Employee Policy Manual is hereby amended to read, in entirety, as provided on Exhibit A attached hereto and by reference incorporated herein.

Section 4. Superseder and Publication.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 5. Effective Date.

This Ordinance shall be in full force and effect upon passage and approval, as provided by the Illinois Municipal Code, as amended.

Motioned for approval by:

Trustee Terrence Stuber

With a second by Trustee Jared Robbins, roll call vote:

Kyle Hayden Aye

Jared Robbins Aye

Ann Jack-Haluzak Aye

Terrence Stuber Aye

Ryan Perry Aye

Vicki Buffo Aye

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF TOLONO, COUNTY OF CHAMPAIGN, STATE OF ILLINOIS, THIS  
4<sup>th</sup> DAY OF MAY, 2021 A.D.

  
Robert Murphy, Village President

ATTEST:

  
Brandy Dalton, Village Clerk

(SEAL)

Recorded in the Municipal Records: May 4, 2021.  
Published in pamphlet form: May 4, 2021.

# Village of Tolono, IL

## Employee Policy Manual

Revised May 4, 2021

Dear Employee,

Thank you for joining the Village of Tolono team. On behalf of the Board of Trustees and your fellow employees, I am delighted to welcome you and hope you find your position both enjoyable and fulfilling. Regardless of your position, you are a representative of our Village and an important part of providing services to our citizens.

Our success is due in no small part to the many contributions of our employees. The Village benefits greatly from the dedication and professionalism that each of you brings to your work. Your unique skills and talents are vital to our ongoing success and your contributions will help us continue to provide high- quality services to our customers.

This handbook serves as a general guide and is a handy reference to help you understand more fully your benefits, responsibilities and opportunities as an employee. The Village places a high value on customer service and safety. As you familiarize yourself with the Village and the role you will be fulfilling, please keep in mind these values.

Customer Service is showing your customers, by your actions, that you value them and you want them to be satisfied with both the outcome of the situation as well as how the situation was handled. Customer service is more than something you offer. Customer service is an attitude and one that all employees should share.

If you see an unsafe situation affecting your worksite or the public, please tell your supervisor immediately. I want to be sure that you are as safe as possible in the work you do. Village employees take pride in the cheerful, efficient and safe manner in which we serve our citizens. I rely on your commitment, dedication and team spirit in servicing our customers. In joining the Village of Tolono, I trust you will share these values with me.

Welcome.

Rob Murphy  
Village President

### **Employee Receipt and Acknowledgment of Employee Policy Manual**

This Employee Policy Manual is an important document intended to help you become acquainted with the employee policies in the Village of Tolono. This Manual will serve as a guide; but is not the final word in all cases. Individual circumstances may call for individual attention. Please see your supervisor to confirm that the information is correct.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Employee Policy Manual.

- I have received a copy and understand it is my obligation to read the Employee Policy Manual. I acknowledge that the policies described in this Manual provide general information concerning the Village and its employees, and that nothing in these policies creates a contract between myself and the Village or represents terms and conditions of any contract between myself and the Village. I understand that the policies described in the Manual are subject to change at any time at the sole discretion of the Village, and that I will be immediately subject to any changes.
- I acknowledge that I am an "at-will" employee and that, as such, I have the right to terminate my employment with the Village of Tolono at any time. In turn, I acknowledge that the Village has the right to terminate my employment at any time in its sole discretion, with or without cause.
- I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside the Village, except as required by law.
- I further understand and acknowledge that my refusal to sign this receipt and acknowledgement, a similar receipt and acknowledgement for any future Employee Policy Manual, or a similar receipt and acknowledgement for modifications to this or any future Manual, will be grounds for immediate termination.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Employee Policy Manual.

\_\_\_\_\_  
Employee's name (please print)

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Village Clerk

## **Employee Receipt and Acknowledgment of Employee Policy Manual**

### ***For Employees Subject to a Collective Bargaining Unit ONLY***

This Employee Policy Manual is an important document intended to help you become acquainted with the employee policies in the Village of Tolono. This Manual will serve as a guide; but is not the final word in all cases. Individual circumstances may call for individual attention. Likewise, if your position is covered by a Collective Bargaining Agreement or uses another policy document, those policies may supersede those included in this Manual. Please see your supervisor with any questions.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Employee Policy Manual.

- I have received a copy and understand it is my obligation to read the Employee Policy Manual. I acknowledge that the policies described in this Manual provide general information concerning the Village and its employees, and that nothing in these policies creates a contract between myself and the Village or represents terms and conditions of any contract between myself and the Village. I understand that the policies described in the Manual are subject to change at any time at the sole discretion of the Village, and that I will be immediately subject to any changes.
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- I further understand and acknowledge that my refusal to sign this receipt and acknowledgement, a similar receipt and acknowledgement for any future Employee Policy Manual, or a similar receipt and acknowledgement for modifications to this or any future Manual, will be grounds for immediate termination.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Employee Policy Manual.

Date Signed: \_\_\_\_\_

Employee's name (please print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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## **1. GENERAL**

### **1.1 Disclaimers**

It is important for you to understand that you are employed "at will" which means that either you or the Village may end your employment at any time, for any reason, with or without notice and with or without cause. No one except the Village President can change the "at will" relationship, or make any binding promises regarding the terms of employment, and any such change or promise must be in writing, signed by the Village President to be effective.

### **1.2 Changes In Policy**

These policies may be amended or changed from time to time as conditions require and deemed appropriate by the Village Board of Trustees. Changes to this policy require a public meeting prior to adoption as a Village Ordinance by a vote of the majority of Trustees.

### **1.3 Collective Bargaining**

If you are a member of a bargaining unit, parts of this manual may not be applicable, or may be supplemented by additional procedural information found elsewhere. Please refer to your Collective Bargaining Agreement as it will take precedence over this Manual to the extent of the specific conflict only.

### **1.4 Organization**

- **Village President** (Police Chief, Village Clerk, Public Works Superintendent)
- **Police Chief** (Full-Time and Part-time officers)
- **Public Works Superintendent** (Full time and part time Maintenance staff)

### **1.5 State and Federal (by reference)**

#### **1.5.1 Family Medical Leave Act**

#### **1.5.2 Mini-Cobra**

#### **1.5.3 Separability**

#### **1.5.4 Police Policies**

### **1.6 Separability**

Each rule in this Manual and each section thereof is an independent rule or section. The holding of any court of competent jurisdiction that any rule or section is void, invalid or ineffective, for any reason, does not affect the validity of any other rule or section.

### **1.7 Action on behalf of Village President**

Whenever permitted or required to act under this Manual, the Village President may act through a Designee. The Village President shall appoint any Designee by a written order, which shall be signed and dated by the Village President, shall identify the powers given to the Designee, and may identify a specific time frame during which the appointment will be effective. The Village President may appoint more than one Designee with the power to act at the same time, but the same powers may not be given to more than one Designee. The Village President may revoke the appointment of any designee by a signed and dated written order. An appointment may be revoked even if any time frame specified in the original appointment order has not yet expired.

If the Village President lacks the physical or mental capacity to perform any act permitted or required by this Manual, any President Pro Tempore duly appointed by the Village Board may act on behalf of the Village President, but only if the Village President has not appointed a Designee with authority to perform that act.

## **2. CUSTOMER SERVICE**

It is the goal of the Village to *provide quality, reliable and affordable Village services*, while fostering a *small-town atmosphere of friendliness and caring* in our community. To these ends, Village employees must embrace the timeless spirit of public service, while constantly seeking new ways to increase the efficiency of Village operations. Customer Service supports and enhances the relationships we have with those we serve. Even brief interactions are opportunities for good service. The hallmark of a great small town is the knowledge people have of one another, and the willingness to use that knowledge to make each other's lives a little easier. As Village employees, we operate a not-for-profit service organization that is vitally important to those who reside, do business, or visit Tolono. Each of us has a responsibility to do our part to keep Tolono a special place. The following Tolono Customer Service Standards have been established as a guide for employees and as a reminder that the spirit in which we discharge our duties is just as important as the work itself.

### **2.1 Make a Positive First Impression**

- First impressions impact every subsequent interaction, be aware of your body language and tone of voice from the first moment of customer contact.
- Use appropriate phone etiquette; state your department and name every time you answer the phone.
- Keep in mind that from the customer's perspective —you are the Village.
- Always be aware that some customers may have multiple relationships with various Village departments and that those relationships don't end even though your interaction is complete.
- Create a welcoming atmosphere through your actions and words; even when you must bear bad news, do so in a professional, courteous manner.
- Never lose sight of the fact that we are here to serve and attend to the needs of our customers, whoever they may be.

## **2.2 Every Employee is Empowered to Help**

- Resolve to fully listen to all concerns when approached with a question or issue. If you are unable to help, ensure that the appropriate person provides help. There is very little we do that cannot be paused to take the time to help someone or steer them in the right direction.
- Know your scope of authority and feel comfortable operating within it.

## **2.3 Be Prepared to Serve the Public Well**

- Current information should be maintained on the phone system, online, and in printed materials.
- Common questions should be anticipated, and appropriate materials should be made readily available.
- It is the responsibility of every employee to understand their department's procedures so that every customer can be assisted promptly.

## **2.4 Have Pride**

- Always display a high level of professionalism to fulfill your role in the maintenance of the Village's good reputation.
- Negativity is contagious; strive to remain positive in all situations.
- Ensure that your words and actions are supportive of all Village departments in every interaction, whether internal or external. We are all on the same team.
- Be open to give and receive constructive feedback as a means to continually improve the organization.

## **2.5 Flexibility is Important**

- Be open-minded and willing to change current practices to improve service delivery.
- Recognize that the best solution is not always the quickest or easiest.
- Strive to recognize when a unique situation requires normal procedures to be modified within the Village's ability to do so.
- Respond appropriately when dealing with those who may require additional services due to language differences or physical limitations.

## **2.6 Conflict Resolution is Everyone's Responsibility**

- Never be the one to terminate a discussion or meeting without agreement unless someone is being abusive.
- Always try to instill calm before attempting to provide a resolution to a situation.

## **2.7 Empathy is the Best Policy**

- Always try to put yourself in the place of the person you are working with and make your best effort to fully understand the request or comment.
- Seek to understand the needs of the person before seeking to be understood.
- While we cannot always do what every customer wants, we can always treat them with fairness and respect.

## **2.8 People Deserve a Timely Response to Their Inquiries**

- As long as it can be done safely and practically, an immediate response to people's inquiries is always the ideal.
- As a service organization, we must strive to always be aware of other peoples' schedules and be willing to accommodate them whenever possible.
- When an immediate response is not possible, always provide a realistic expectation of when a follow-up response from a person knowledgeable of their situation can be expected.
- Voicemails and emails should be responded to on the same day they were received whenever possible. If you cannot provide an answer immediately, you should at least tell them quickly that you are working on a solution to their question.

## **2.9 Follow Up**

- When appropriate, send follow-up letters (or emails if that were the format of their request) to customers, with questions about how their experience with the Village could have been better.
- Before ending any interaction, always be sure that all of a customer's needs have been discussed and ensure that all avenues that the Village can realistically provide to resolve the situation at hand have been addressed.
- When appropriate, offer suggestions to your supervisor as to how similar problems could be avoided in the future.

# **3. TERMS OF EMPLOYMENT**

## **3.1 Hiring Authority**

The Village President has the authority to hire or appoint all positions in the Village, including police chief and public works supervisor, unless otherwise established by statute or ordinance. All recruitment and hiring processes will follow the steps outlined in Section 3.13. The Village Clerk, Police Chief, Public Works Supervisor and Village Treasurer are appointed with the advice and consent of the Village Board.

## **3.2 Place of Work**

The nature of municipal work sometimes extends the definition of "workplace" beyond the facilities owned by the Village. For administrative staff, this may include trips to the bank or the post office. For Public Works employees, this is extended to the corporate limits of the Village. Due to the nature of Police work, they may have occasions when they need to travel beyond the Village limits (i.e., transporting arrestees). The Place of Work for Police will be determined as appropriate by the Chief. For all other non-emergency situations, employees are not authorized to travel beyond the Village limits without prior supervisor approval.

## **3.3 Equal Employment Opportunity**

The Village maintains a policy of nondiscrimination with employees and applicants for employment. Under Federal, State and local law, no aspect of employment with the Village will be influenced in any manner by race, color, religion, sex, age, national origin, physical or mental disability, or any other basis prohibited by law.

### **3.3.1. POLICY PROHIBITING SEXUAL HARASSMENT**

Language in the Village ordinances notwithstanding, all prior existing sexual harassment policies and/or provisions shall be superseded by this Section 2.33 Policy Prohibiting Sexual Harassment.

#### **A. PROHIBITION ON SEXUAL HARASSMENT**

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village of Tolono to prohibit harassment of any person by any municipal officials, municipal agents, municipal employees and municipal agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

#### **B. DEFINITION OF SEXUAL HARASSMENT**

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

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

Conduct which may constitute sexual harassment includes:

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

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

#### **C. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT**

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.



#### **D. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS**

No municipal official, municipal agency, municipal employee or municipal agency or office shall take any retaliatory action against any municipal employee due to a municipal employee's:

- Disclosure or threatened disclosure of any violation of this policy
- The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
- Assistance or participation in a proceeding to enforce the provisions of this policy

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

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation
- Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
- Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act

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

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

**E. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT**

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

**F. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT**

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

**3.4 Employment at-will**

With exceptions set forth in statutes and ordinances of the Village, including the Collective Bargaining Agreement," all employees are considered to be employees at-will. Tolono Village employees may resign from their employment at any time, for any reason. Likewise, the Village of Tolono may terminate the employment relationship of such employees, at any time, with or without cause. Neither the policies contained in this manual, nor any other written or verbal communications by a supervisor are intended to change the at-will relationship or create a contract of employment.

**3.5 Residency Requirement**

Currently, the Village does not have any residency requirement for employees. unless otherwise stated in a job description.

### **3.6 Job Classification**

#### **3.6.1 Full-Time Employees**

Individuals who are regularly scheduled to work no less than 40 hours per week. Full-time employees receive all benefits provided by these policies, upon successful completion of the initial review period. Bargaining unit members may have different benefits than other employees. If you are a member of a bargaining unit, please refer to your Bargaining Unit Agreement for the latest information.

#### **3.6.2 Part-Time Employees**

Individuals who are regularly scheduled to work less than 35 hours per week (less than 1000 hours per year). Part-time employees are not eligible for benefits described in the manual except where noted or to the extent required by State or Federal law.

#### **3.6.3 Temporary and Seasonal Employees**

Individuals who are hired for specific periods of time or for the completion of a specific project are deemed Temporary or Seasonal Employees. Seasonal Employees are considered to be temporary employees. Temporary employees are limited to work for twenty-six (26) weeks or less and are not eligible for benefits described in this manual except to the extent required by State or Federal law. NOTE: some part-time Police Officers are included in the bargaining unit after they have served a specific number of hours. They do not receive fringe benefits.

#### **3.6.4 Elected and Appointed Officials**

Elected and Appointed Officials are not eligible for benefits described in the manual except where noted or to the extent required by State or Federal law.

### **3.7 Non-Exempt and Exempt Employees**

Exempt employees, those on salary, are not entitled to overtime pay under the Fair Labor Standards Act. Those are employees with management or professional duties who earn a specified minimum salary per year. Non-exempt or hourly employees are entitled to be paid one and one-half times their regular hourly wage for hours worked over 40 hours per week. Time off from work for any reason is not counted as hours worked for purposes of computing overtime. Employees will be advised of their status as either hourly or salary at the time of hire. Separate rules for overtime pay may apply to the Police Department.

### **3.8 Initial Six-Month Review Period**

Unless otherwise stated in the Job Description approved by the Village President, both new employee and existing employees in new positions will be more closely monitored and reviewed during the first six months of employment. This six-month period is an opportunity for both the Village and the employee to determine if the job is right for the employee. Performance evaluations will generally be done during this time period. A decision will be made by the Village at the end of the six-month review period regarding

whether the employment relationship will be continued. The initial six-month review period may be extended an additional six months by mutual agreement between the Village and the employee.

### **3.9 Reasonable Accommodations**

The Village is committed to ensuring that no otherwise-qualified person with a disability is excluded from participating in, be denied the benefits of, or be subjected to discrimination in the context of his or her employment with the Village. Consequently, the Village will make reasonable accommodations to individuals that do not impose undue hardships on the Village.

With regard to an employee's religious observances, practices and beliefs, of which the Village is aware, the Village will make reasonable accommodations that do not impose an undue hardship on the Village. Employees who believe that they need a reasonable accommodation of some kind because of a disability or a religious observance should submit a written request to their immediate supervisor. The Village cannot make a reasonable accommodation unless it knows that you need one.

### **3.10 Background Investigation and Reference Checks**

Prior to being hired, all applicants must consent to a background investigation. Background verification is performed prior to any job offer. Employment is contingent on its successful completion. Employees who do not successfully complete the background verification may be terminated, or the conditional offer of employment may be withdrawn.

### **3.11 Medical Screening**

The physical nature of some positions in the Village will require physical examination and medical testing, at Village expense, after a conditional offer of employment has been made. Employment for these positions is contingent on its successful completion. If the physical examination reveals an inability to complete essential functions of the position, the Village will consider providing reasonable accommodations to allow the individual the opportunity to fill the position.

### **3.12 Pre-Employment Drug Testing**

Any Village position will require drug screening, at Village expense.

### **3.13 Recruitment and Selection**

The Village recruits candidates as broadly as possible (i.e. both externally and internally), for all vacant positions, except as otherwise provided for by State statutes and in compliance/agreement with Section 3.1. The Village is committed to the principle of recruiting and selecting employees on the basis of demonstrated and potential ability to perform the functions of the position available and in accordance with the Village's policy of equal employment opportunity. Applicants for certain Village positions may be subject to specific testing or certifications as determined by the respective department.

The following steps should be taken in the selection and recruitment process for all positions/departments:

- The Village President or staff identifies an open position.
- An updated job position and advertisement is prepared.
- A job description, proposed budget, and salary range is provided to the Board for approval.
- The President approves the hiring action.
- The President selects two Trustees to advise the Board regarding applicants. In the case of a Police Department hire, the two trustees will work with the Police Chief to identify qualified Candidates.
- Application forms are provided by staff to applicants during the recruiting period.
- The two Trustees will be provided with completed applications.
- The two Trustees review and approve a short list of qualified applicants for interviews and background checks and select two applicants to be interviewed in Closed Session by the entire Board.
- The Board makes a recommendation on a suitable candidate to the Village President.
- The President may agree or disagree with the recommendation, and then negotiates the salary and makes the hiring commitment.

#### **4. COMPENSATION AND PERFORMANCE**

##### **4.1 Compensation Plan**

The Village Board is committed to paying competitive wages to its employees based on the skill required for the position, the experience and/or longevity of the individual employee with regard to the position, and ongoing performance of the employee in the assigned position.

Over the course of employment with the Village, an employee may receive periodic increases in wages based on merit (i.e., performance equal to or exceeding expectations) and based on seniority.

All raises must be approved by the Village of Tolono Board.

Under unusual circumstances, an employee may have his or her wages reduced. This reduction can occur because of a reassignment to the employee, a restructuring of the position or exceedingly poor performance during an individual evaluation period.

It is anticipated that employee evaluations will be completed every March. Performance bonuses or adjustments to wages may take place following their evaluation. Raises will take effect on May 1, the beginning of the Village's fiscal year.

#### **5. EMPLOYEE BENEFITS**

##### **5.1 Benefits Eligibility**

Only Full-time employees are eligible for employee benefits listed in this section unless otherwise noted. Some benefits may be added or changed during "open seasons". Please see the Administrative staff for more information.

## **5.2 Payroll Deductions**

There are two categories of payroll deductions: Those required by State and Federal law and those authorized by the employee. Payroll deductions required by State and Federal law include Federal withholding, income tax, social security tax, and wage garnishments as required by law (e.g., child support payments, court-ordered payments, IRS garnishments).

If authorized in writing by an eligible employee, the Village will also make additional deductions for health insurance and other purposes that are for your benefit. These include payments into savings funds; retirement contributions; union dues; and voluntary contributions to charities. Arrangement for these voluntary deductions may be made with the Administrative staff.

## **5.3 Social Security (FICA)**

Social Security is a payroll deduction representing your contribution to the Federal government's Social Security Program. The Village of Tolono also contributes money on your behalf to the program (with the exception of Elected and Appointed Officials).

## **5.4 Workers' Compensation Insurance**

The Village of Tolono pays a premium for Workers' Compensation insurance for all employees. This insurance protects employees from a loss of income and pays medical expenses, resulting from a workplace accident or injury. You are REQUIRED to report all work-related injuries to your supervisor immediately.

## **5.5 State Unemployment Insurance**

If you are separated from the Village under no-fault circumstances such as a layoff, you may be eligible for unemployment benefits pursuant to State statute and regulations.

## **5.6 Health Coverage**

Village provides for full time employees on an annual basis based on funding available for the village. No additional compensation will be paid to any employee who refuses health insurance coverage. Insurance for family members can be deducted from the employee's paycheck as can other insurance. Questions about benefits may be directed to the Village President or his/her designee.

## **5.7 Continuation of Group Health Insurance**

The continuation coverage mandated by the federal law commonly known as "COBRA" does not apply because the Village does not have 20 or more employees. However, Illinois currently has what is known as a "Mini-COBRA Law," which allows health insurance benefits to be continued for up to 12 months after the termination of employment or after an employee suffers a reduction in hours resulting in a loss of coverage under the group health plan. The premium for continuation coverage must be paid by the

employee, but it may not exceed the group rate. To be eligible, the employee must have been continuously covered under the group health plan for three months. Continuation coverage is also available for spouses and dependents who have been continuously covered under the group health plan for three months.

In addition, Illinois has a "Spousal Law" and a "Dependent Child Law," which allow health insurance benefits to be continued for spouses and/or dependent children following a qualifying event, which may be the retirement, death, or divorce of an employee, or which may be the age at which coverage is no longer provided for a dependent under the group health plan. In these situations, written notice of the qualifying event and a request for continuation coverage should be given to the Village within 30 days of the event. The Village will forward the written notice to the group health insurance company.

#### **5.8 Retirement – IMRF**

All full-time employees participate in the Illinois Municipal Retirement Fund (IMRF). Your mandatory contribution of 4.5% from your gross pay will be deducted from your paycheck. You do have the option to take an additional deduction up to 7%, in addition to the 4.5%. To be fully vested, you must be employed with the Village for eight years. This is not an optional deduction.

#### **5.9 Compensatory Time Off**

Compensatory time off is for full-time employees subject to the Fair Labor Standards Act

##### **5.9.1 Introduction**

Eligible employees who record more than 40 hours of hours worked in a work week may be compensated for the overtime in one of two ways: overtime pay or compensatory time off. It is the expectation that employees will be paid for time worked more than 40 hours per week, unless management decides to allow compensatory time off based upon budgetary constraints and/or operational needs of the department. As of the effective date of this policy, employees may elect to receive compensatory time off as described in this policy.

##### **5.9.2 Eligibility**

All permanent employees employed on a Full-Time basis by the Village of Tolono are eligible. Part-Time employees, Seasonal employees and temporary employees shall not be covered under this policy.

##### **5.9.3 Coverage**

Employees earn time-and-one-half for all hours worked in excess of 40 hours in a work week. An employee must actually work over 40 hours to earn overtime compensation or compensatory time off. Paid time that is not considered work time (i.e., leave or paid time off) does not count as time worked for the purpose of determining employee eligibility for overtime or compensatory time off.

Working more than eight hours in a workday does not constitute overtime or require compensatory time off. The additional accrual occurs only after working more than 40 hours in a work week.

#### **5.9.4 Overview**

Management reserves the right to determine whether compensatory time off may be earned in lieu of overtime pay based upon the operational needs of the department or the Village.

Compensatory time off is paid time off equal to one-and-one-half times the amount of time worked in excess of 40 hours in a work week. For example: An employee who works 44 hours in a work week would receive the 40 hours of pay and accrue 6 hours of compensatory time off (4 hours x 1.5).

When an employee plans to take compensatory time off, such compensatory time off must be scheduled in advance and approved by the supervisor. Every effort should be made to accommodate the preference of the employee when scheduling compensatory time off unless the requested compensatory time off will unduly disrupt the department's operations. Compensatory time off may be used for any purpose but must be used prior to the use of vacation leave.

#### **5.9.5 Amounts**

The maximum amount of compensatory time off an employee may carry at any time is 40 hours. Any overtime in excess of the 40-hour maximum cannot be considered compensatory time off; instead, the overtime must be paid in the employee's next paycheck.

#### **5.9.6 Payouts & Transfers**

Compensatory time off may be carried over to the next fiscal year. Compensatory time off must be used prior to using vacation leave, or prior to the employee going on leave without pay.

## **6. TIMEKEEPING AND LEAVE POLICIES**

### **6.1 Work Hours**

The normal work schedule is as follows:

- Office staff 7:00 am - 5:00 pm M-F with a 1-hour lunch break
- Public Works 7:00 am - 4:00 pm M-F with a 1-hour lunch break; 9-hour shifts will be scheduled with a 1-hour break
- Police – Administration 8:00 am - 4:30 pm M-F with a half-hour lunch break



## **6.2 Time Records**

It is important that your time be accurately reported. Employees will be required to complete time sheets and may be required to punch a time clock. If a time clock is in use, employees may not punch in more than seven minutes prior to their start time or seven minutes after their end time. Employees who violate this provision are subject to discipline. No one is authorized to punch a time clock for another employee. The employee is responsible for the accuracy of the time records. Falsification of time records could lead to disciplinary action, up to and including termination from employment. If an employee finds errors in the records, the employee is required to notify their supervisor.

## **6.3 Breaks and Meal Periods**

Employees are entitled to a 15-minute break for every 4 hours in his/her work schedule. Each break must be separated by a meal period and the time may not be taken at the beginning or end of a shift or meal period. The time is not cumulative.

All full-time employees must take a 1-hour lunch break each day. If a time clock is in use, the employee must punch out and punch in. Lunch periods will be scheduled with a supervisor and variances in the lunch period must be approved in writing.

Breaks and meal periods for employees subject to a collective bargaining agreement are determined by Agreement.

## **6.4 Pay Periods**

All employees are paid on a bi-weekly basis. The work week ends on Tuesdays at midnight. Paychecks are distributed every other Friday.

## **6.5 Overtime Compensation**

From time to time, it may be necessary for you to perform overtime work. When possible, the Village President must approve all overtime in advance. Except in the event of an emergency, the Village will attempt to provide you with advance notice of the necessity for overtime work. The Police Department employees should refer to their Collective Bargaining Unit Agreement to determine their overtime policies.

Most non-exempt employees are entitled to be paid one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Sick days, holidays, vacation time, and other time off benefits will be counted as time worked for purposes of overtime.

## **6.6 Attendance / Tardiness**

Absence or tardiness places an extra burden on co-workers and undermines the efficient operations of the Village. Good attendance is expected of every employee. It is each employee's responsibility to be on the job, on time each day, and fully able and ready for work. Employees are expected to arrive at work on time, return from rest breaks and lunch breaks on time, and to work until the shift is complete.

With the exception of emergency situations, absences from work due to illness or injury must be reported to the employee's supervisor within a minimum of three (3) hours prior to the employee's assigned work shift. In the absence of an employee's supervisor, notice should be given to his/her designee or the Police Chief. Employees are required to notify their supervisor at least three hours before each day of a continuing absence, unless the requested leave is established by a medical professional. Failure to follow these policies will result in discipline. For non-Police Department employees, an absence of three (3) consecutive days without notification is considered a resignation.

Absence of more than three (3) consecutive days due to illness or injury requires a written statement from a medical professional explaining the absence. The Village may also require a statement from a medical professional whenever absences are excessive. In addition, the Village may require the employee to submit to a physical examination by a medical professional selected by the Village at the Village's expense at any time illness or injury is interfering with the employee's productivity. Note, the collective bargaining agreement for the Police Department may contain different provisions.

## **6.7 Sick Leave**

Sick leave is a benefit and not a right for the employee to use at his or her discretion. Accumulated sick leave is your assurance of a regular continuing income in the event of your personal illness or physical incapacity, exposure to a contagious disease that would endanger the health of other employees or our customers, personal illness within your immediate family, disability resulting from pregnancy, childbirth, or other medical conditions, enforced quarantine in accordance with community health regulations, or appointment with a licensed medical doctor, dentist, or other health practitioner.

Full-time employees accrue sick leave at the rate of 2.5 hours per pay period. Part-time employees accrue sick leave based on prorating the percentage of a full-time work schedule. Leave may be accrued up to 360 hours. Accrued leave may not be used or paid to the employee upon separation of employment. Employees accruing more than 360 hours may have the excess hours recorded in a "bank" which may be used to extend service time for the purpose of IMRF retirement.

## **6.8 After-duty Emergency Call Out / Village Board Meetings**

The Village President must approve prior to the occurrence except for Police emergencies. The minimum employee compensation will be two hours upon arrival at Village facilities.

## **6.9 Vacation Leave**

Full-time employees are entitled to Vacation Leave based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. Vacations must be scheduled with, and approved by, the employee's supervisor at least two (2) weeks prior to the commencement of the leave time. While your supervisor will make every effort to accommodate your leave request, work priorities and conflicting leave schedules may prevent approval of your request.

The purpose of Vacation Leave is to provide you with a time to rest and relax. You therefore are expected to take your Vacation Leave during the year the leave was earned. Vacation time shall be accrued monthly rather than a lump sum on the employee's anniversary. For example: If an employee earns 40 hours of vacation a year, 3.33 hours will be earned per month. Maximum accrual of vacation shall not exceed two times the employee's annual accrual. No additional pay will be granted for vacation earned beyond the maximum accrual. You will be paid accrued, unused vacation pay upon termination. Vacation Leave is accrued, based on the date you were hired and the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Leave</u>
1 year employment	40 hours
2 years employment	80 hours
5 years employment	120 hours
12 years employment	160 hours

## **6.10 Personal Days**

Full-time employees are entitled to 16 hours of personal leave per year. This leave must be used within 12 months of when the leave was earned. Personal leave time may be taken in 1-hour increments.

## **6.11 Training and Travel**

From time to time, employees may either request or be required to attend workshops, institutes or short-term courses. If the employee is granted advanced approval for attending these courses, they will continue to receive regular pay. Reimbursement for travel and lodging may also be paid by the Village. For sessions of more than one consecutive day, work time will be considered only during those hours within the employee's normal work hours.

## **6.12 Bereavement Leave**

Three (3) days of leave in the event of death of immediate family members (i.e. father, mother, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, spouse, step-parents, step-brothers, step-sisters, and step-children.) Additional accrued leave of any type may be used with supervisor approval.

### **6.13 Inclement Weather**

The Village is always open for business, regardless of weather conditions, unless otherwise determined by the Village President. Weather conditions may prevent employees from getting to work or cause them to arrive late. Employees are expected to make every reasonable effort to report to work during inclement weather. When severe weather conditions exist, it is the responsibility of each employee to contact their supervisor before the start of the shift if they are unable to report to work on time. For hourly employees, work time missed due to inclement weather is unpaid time. However, employees may request to use vacation or personal leave time.

### **6.14 Holidays**

The following are the recognized holidays for employees:

New Year's Day	January 1 <sup>st</sup>
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday and Friday in November
Christmas Day	December 24 <sup>th</sup> and 25 <sup>th</sup>

Full-time employees will be paid for observed holidays if they fall on a regular workday. To be eligible to receive pay, the employee must not have been absent without leave either on the workday before or after the holiday. Employees that are required to work on the holiday will be granted a paid substitute day.

### **6.15 Leave of Absence**

Full-time employees may apply for an unpaid, Discretionary Leave of Absence for up to six (6) months if they have exhausted their Annual Leave (or Sick Leave if appropriate). All Leave of Absence requests must be approved by the Village President with requests exceeding 80 hours requiring the additional approval of the Village Board.

Discretionary Leave of Absence will be unpaid, and the employee is not entitled to accrue any benefits, including vacation, sick leave, holidays, and personal days. Participation in medical coverage must be paid entirely by the employee during the discretionary leave.

### **6.16 Workers' Compensation**

If a Village employee sustains an accidental injury arising out of and in the course of his/her employment, the employee should immediately notify his/her supervisor. The Village maintains insurance to cover its obligation under the Illinois Workers' Compensation Act.

### **6.17 Military Leave**

The Village will comply with all federal and state laws governing military leave and employees' rights pertaining to military service. Upon receiving orders, provide a copy to your supervisor.

### **6.18 Jury Duty or Court Appearance**

Upon notification to serve on jury or witness duty, you shall submit a copy of the summons to your supervisor. Jury duty will be treated as an authorized absence from work and the employee will continue to receive his/her regular base wage while performing jury services. An employee who is subpoenaed or otherwise required to appear for issues directly related to their employment by the Village, will also receive all regular pay and benefits, whether they are on duty or off duty. Jury duty checks shall be turned over to the Village.

### **6.19 Service Call-Outs**

In the event an off duty non-bargaining unit full time employee is called out on an emergency service call, that employee shall be paid a minimum of two hours paid at the equivalent of 1 ½ times the regular hourly rate of pay.

### **6.20 Parental Leave**

Eligible employees can have up to two weeks of paid leave following the birth of a child or the initial placement of a child under age 18 in a legal adoption. This is automatically counted towards the 12-week family and medical leave entitlement for eligible employees.

## **7. WORKPLACE POLICIES**

### **7.1 Personnel Records**

The Village maintains an official personnel file for each employee and each applicant for employment. A change of personal status may have an important effect upon employee benefits. Therefore, you should notify the Administrative staff of any changes in the following:

- Legal name
- Home address or telephone number
- Marital status – name of spouse, date of birth (date of marriage/divorce if after date of hire)
- Number, names, and date(s) of birth of dependents, only if you are seeking health insurance coverage for named dependents
- Name, address and telephone number of the person to be notified in case of emergency
- Change of beneficiary
- Military or draft status
- Exemptions of the W-4 tax form

An employee may inspect his or her own personnel file twice a year. An employee wishing to inspect his/her personnel file should take the following steps:

- Make a dated written request to the Administrative staff for review and approval by the Village President.
- Inspection will be allowed during normal working hours unless other arrangements are approved by the Village President.
- The file must be reviewed under the supervision of the Village President or his/her designee. No employee may remove his or her personnel file from the office or personally make copies.
- Copies of personnel records may be made for the employee by a request to the Village President or his/her designee. However, a reasonable charge for copying may be required.

The right of an employee (or the employee's designated representative) to inspect his or her personnel records does not apply to:

- Letters of reference for that employee.
- Any portion of a test document, except that the employee may see a cumulative total test score for an entire test document.
- Information of a personal nature about a person other than the employee if disclosure of the information would constitute an unwarranted invasion of the other person's privacy.
- Records relevant to any pending claim between the Village and employee which may be discovered in a judicial proceeding.
- Investigatory or security records maintained by the Village to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the Village's property, operations, or business or could, by the employee's activity, cause the Village financial liability, unless and until the Village takes adverse personnel action based on information in such records.

If an employee disagrees with the information found in his/her file, removal or correction of the information may be agreed upon by his/her Supervisor, the Village President, and the employee. If agreement cannot be reached regarding the removal or correction of the employee's file(s), the employee will be permitted to submit a written statement explaining his or her position. The statement will become a permanent part of the employee's personnel file and must accompany a transmittal or disclosure from that file to anyone else who is legally allowed to inspect the file.

Employee personnel files and their contents are confidential and will not be made available to anyone, other than the employee, without written approval by the Village President. Any request for inspection of personnel files by a designated representative must be signed by the employee.

## **7.2 Reimbursable Expenses**

With prior approval by your supervisor, legitimate expenses will be reimbursed by the Village. The employee must submit receipts in order to reimburse the employee. Reimbursement may be in the form of petty cash or a check.

### **7.2.1 Interpretation**

This section shall be interpreted to be consistent with the Local Government Travel Expense Control Act, 50 ILCS 150.

### **7.2.2 Definitions**

For the purpose of this section, the following words are defined as set forth herein:

- "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.
- "Travel Expense" means any expenditure directly incident to official travel by employees and officers of the Village or direct payment to private agencies providing transportation or related services.

### **7.2.3 Official Business Requiring Expenses**

Travel, meal, and lodging expenses will only be allowed for official business of the Village which is necessary to the functioning or improvement of the Village. Official business includes education conferences related to the duties of the employee or officer of the Village; site visits to current or potential vendors of the Village; or out-of-town meetings related to the official duties of the employee or officer of the Village.

### **7.2.4 Entertainment Expenses**

No entertainment expenses incurred by any employee or official may be reimbursed.

### **7.2.5 Maximum Allowable Reimbursement**

Unless otherwise excepted herein, the maximum allowable reimbursement for an employee or officer of the Village shall be those rates set by the Federal Travel Regulation and maintained by the United States General Services Administration for travel per diem, meals, lodging, and incidental expense in effect at the time the expense was incurred.

### **7.2.6 Approval of Expenses**

The Board of Trustees must approve the following reimbursements for travel expense, including meals, transportation and/or lodging, by a roll call vote at an open meeting of the Board of Trustees:

- Any expense of any officer or employee that exceeds the maximum permitted under Section 7.2.5 above; or any expense of any member of the corporate authorities of the Village.

- The cost of travel including the allowable automobile expenses allowed by the IRS for business travel, rental car, airplane, rideshare, cab, private car, train and/or bus. In the event that there is a choice of class, only coach or economy class or similar shall be approved. Any upgrades to the equivalent of first and/or business class may only be done at the additional expense of the traveler.
- The cost of lodging which shall be reasonable and customary for the location and time of the area where the traveler is staying.
- The customary cost of conference fees, class fees, supplies, books, software and computer materials for educational purposes is allowed.
- The Board President or his/her designee shall be authorized to approve such travel without preapproval of the Board so long as the total cost of reimbursement is less than \$500.

#### **7.2.7 Documentation of Expenses**

Before any reimbursement for travel, meals or lodging may be approved pursuant to Section 7.2.5 and 7.2.6 above, a standardized form for submission of such expenses shall first be submitted to the Board of Trustees. This form shall include, at a minimum, the name and title of the requestor, a cost estimate of expenses not yet incurred or a receipt if expenses have been incurred, and the date or dates and the nature of the official business wherein the expenses were or will be incurred.

#### **7.3 Health and Safety / Ergonomics**

Employees shall communicate ergonomic, and health and safety issues to their supervisor in writing. The employee and the supervisor shall meet to review and discuss the information provided by the employee. Employees are to be generally aware of OSHA regulations regarding their place of work and duties. Reporting a suspected OSHA violation in good faith will not result in discipline. Conscious disregard for OSHA regulations will result in discipline.

#### **7.4 Alcohol and Drugs**

Employees are prohibited from reporting to work while under the influence of alcohol, cannabis, or any controlled substance (not prescribed by a doctor) and are further prohibited from possessing or distributing such substances on Village property including vehicles. To the extent permitted by law, the Village reserves the right to require appropriate testing for alcohol or illicit substances whenever there is sufficient reason to believe that the employee is under the influence of those substances, not limited to but including all accidents during working hours. Refusal to undergo testing may jeopardize employment. Positive results on drug tests also may result in termination of employment.



### **7.5 Smoking Ban**

Smoking of cigarettes and other tobacco products is not allowed on Village property with the exception of personal vehicles parked on Village property. Smoking debris may not be discarded on Village property, except in designated receptacles. Employees may not smoke while on company equipment or in a company vehicle. Employees are prohibited from smoking cigarettes or other tobacco products on private property when on Village business.

### **7.6 Seat Belt Use**

Employees are always required to use seat belts, which are provided in any Village vehicle, during the operation of the Village vehicle or equipment.

### **7.7 Media Relations**

Only certain employees are authorized to speak to the media on behalf of the Village concerning Village Business including individual social media. These individuals are the Village President, and for police matters, the Chief of Police.

### **7.8 Information Requests by Citizens**

The Illinois Freedom of Information Act (FOIA) helps to ensure an open and honest government. The FOIA law requires all public bodies to make public records available for inspection. However, not all records are public, so the law requires that every public body designate one or more employees to act as its Freedom of Information Officers. These individuals have the training to make the determination of what public records can be released, or what records can be redacted and released.

The Village will select a FOIA officer or officers. That individual or individuals will be the only employees with authority to release any Village records.

### **7.9 Conflict of Interest**

The Village expects its employees to conform to the highest ethical and legal standards. You are required to refrain from engaging in any activities that create a conflict or create the appearance of a conflict of interest.

### **7.10 Pecuniary Interests and Gratuities**

Except for the receipt of compensation allowed by law, Village employees may not have any direct or indirect financial interests or profit from any business dealings with the Village. As an employee, you must not accept any money, gift, gratuity, favor, preferred services, benefits, concessions, or considerations of any kind, from any person or company.

### **7.11 Outside Employment**

Outside employment is any employment in addition to an employee's regular, full-time job with the Village. Full-time employees may engage in outside employment providing:

- Such outside employment shall not interfere with the efficient performance of the employee's duties.
- Such employment shall not constitute a conflict of interest.
- Such employment shall not occur during the employee's regular or assigned working hours.
- Such employment is reported to the employee's supervisor prior to acceptance of employment.

Employees of the Police Department should consult rules, regulations, department policy, and labor contracts in regards to outside employment.

### **7.12 Political Activity**

It is the duty and right of every employee to register and vote. Employees are permitted to join political organizations or civic groups, but employees must follow these guidelines:

- Employees are not permitted to engage in any public political activity involving the election of candidates for any Village office during business hours.
- Employees are not permitted to solicit, sell or handle political contributions in Village elections.
- Employees are not permitted to wear or display any political badges, buttons or signs on their person during duty hours.

### **7.13 Nepotism**

All Village employees can expect fair and impartial treatment from supervisors or employees with oversight authority. As such, no full-time employee shall hold a position in which he/she supervises, checks, or audits the work of another employee within the employee's immediate family (as defined in Section 6.12) or with whom the employee has had, or is having, a dating relationship. If any such relationship exists or arises, the Village President will either transfer one of the employees to a vacant position for which the employee is qualified or will terminate the employment of one of the employees.

### **7.14 Use of Government Equipment or Property**

Village equipment and property may only be used by employees in conjunction with the performance of Village operations and duties. Village equipment and property cannot be used by Village employees for personal purposes unless such property is generally available for public use.

### **7.15 Gifts and Contributions**

Village employees are prohibited from soliciting or accepting gifts from any person, vendor, business, or entity with whom they come in contact within the course of their official duties. This ban includes the spouse and immediate family of the employee. However, seasonal gifts of nominal value (up to \$25.00) such as calendars or consumable food items provided for a work group, if it is in accordance with the Illinois Gift Ban Act, and distribution is approved by the Village President. (Source P.A. 93-617, effective 12-9-03)

### **7.16 Personal Dress**

Discretion in style of dress is very important to the Village. You are often our representative in dealing with the public. Office employees are to dress in business casual attire. On Fridays, jeans may be worn with a business casual appropriate shirt. Jeans must not be ripped or "distressed". Employees arriving at work in inappropriate attire due to a violation of the above restrictions or because the clothing items are too revealing will be required to change their clothing and will not be paid for the time required to do so. You are required to dress in attire safe and appropriate for your position. Clothing worn by all employees must not be torn, must meet safety requirements, and must not contain inappropriate language or graphics. In some cases, you may be provided uniforms to wear. Uniforms or work clothes bearing the Village name shall not be worn outside of Village work hours except for purposes of traveling to and from work or during municipal meetings and/or functions.

### **7.17 Canvassing or Soliciting**

In order to help maintain a work environment that protects Village employees from undue interference while performing their duties, Village employees may not orally solicit or distribute written materials for any organization, fund, activity, or cause to other employees in work areas while either employee is on duty. Employees may solicit or distribute information before or after work hours, during normal break or lunch times, and other times when neither are working.

### **7.18 Computer and Technology Use**

Police Officers shall abide by the Computer and Technology Use Policies provided for in the Police Department Procedures as adopted and all other employees shall comply with the Computer and Technology Use Policies adopted by the Village Board of Trustees as amended.

## **8. DISCIPLINE**

### **8.1 Authority to Discipline**

The Village President has administrative authority to discipline personnel for violations of personnel regulations, Village ordinances, state statutes and federal laws.

### **8.2 Forms of Discipline**

Maintaining discipline is usually not a problem in a work environment where there are reasonable rules, and standards of conduct are clearly communicated and consistently and equitably enforced. However, there are situations of misconduct or delinquency where there is no alternative but to take corrective action. In these instances, from least severe to most severe, include: written warnings, suspensions of up to 30 days without pay, and discharge from employment.

### **8.3 Progressive Discipline**

The Village will employ the progressive discipline policy where warranted by the circumstances involved. However, the Village may consider any offense to be serious enough to discharge an employee without utilizing progressive discipline.

### **8.3.1 Behavior**

Examples of the types of behavior which may result in discipline include: Insubordination; sleeping on duty, loafing or delay in carrying out instructions; attendance offenses; discourtesy, gambling, fighting or creating a disturbance; false statements; dishonesty; stealing; misuse of Village property; unauthorized use or possession of alcohol, drugs, or a controlled substance; possession of an unauthorized weapon; failure to observe written regulations, orders, rules or procedures; discrimination based on race, color, religion, age, sex, national origin, political affiliation or disability, or marital status; sexual harassment; violation of employees' Constitutional rights; refusal to testify or obstruction of investigations; misappropriation; job actions; reprisal; or criminal, immoral, or indecent conduct (including off-duty conduct if nexus is established).

### **8.4 Garnishments**

The Village does not take any part of an employee's salary to pay private debts except to enforce certain legal and financial obligations to the Federal Government, or to make child support or alimony payments.

### **8.5 Grievance Procedures**

Under normal conditions, if you have a job-related problem, question or complaint, you should discuss it with your supervisor within 5-10 working days of the occurrence. Your supervisor will respond to your request within 10-14 working days. If you choose to file a complaint, it should be done within 10-14 days of your supervisor's response. Please note that discharged employees may not grieve their discharge.

If the discussion with your supervisor does not answer your question or resolve the matter to your satisfaction, you may then present your complaint, in writing, to the Village President who will render a decision after appropriate investigation. If your first line supervisor is the Village President, then the written complaint should be given to the Village Clerk who will present the complaint to the Village Board for final resolution.

When the issue personally involves the supervisor with whom you would ordinarily discuss a problem, you may bypass the individual and proceed to the next person in authority without fear of reprisal.

Members of the Bargaining Unit should review the Bargaining Unit Agreement for current Grievance Procedures.

## **9. SEPARATION FROM EMPLOYMENT**

### **9.1 Termination**

The relationship between the Village and the employee is that of "Employment at-Will." An employee may be terminated at any time with or without cause. However, if an employee's termination is related to employee misconduct, the Village will adhere to the Progressive Discipline policy in determining if the employee will be terminated immediately. Either the Village President may make a recommendation to the Board, or the Board may, by a majority vote, recommend that an employee be terminated. If the recommendation is from the Village President, the Board must approve the termination. If the termination is recommended by the Village Board, the Village President may or may not terminate the employee based on his/her discretion.

In the event of a termination, normal voting procedures apply. In the event of a tie vote by the Board, the Village President will break the tie.

## **9.2 Resignation**

Voluntary separation occurs when the separation is initiated by the employee by:

- A written or oral resignation;
- Failure to appear or call for three (3) consecutive work days;
- Failure to return from an approved leave of absence;
- Failure to report for work upon recall from a layoff or reduction-in-force; or
- Retirement.

Should you decide to resign from your employment with the Village, we ask that you notify your supervisor of your decision at least two weeks in advance in writing of your planned departure date. Your thoughtfulness will be appreciated and will allow the Village to maintain a work schedule and provide important services to the public.

## **9.3 Layoff / Reduction in Force**

The Village President may lay off an employee in the service of the Village by reason of shortage of work and/or funds: abolition of the position(s); other material changes in the organization; or for other reasons beyond the employee's control; and which do not reflect discredit upon the employee. No permanent employee will be laid off while another person in the same class of position is employed in the same department on a part-time or temporary basis.

## **9.4 Separation Benefits**

Upon separation from the Village, employees will receive payment for accrued vacation time.

## **9.5 Return of Village Property**

The employee must return Village property that was assigned to the employee prior to issuance of the final paycheck. This shall extend to, but not be limited to, tools, keys, cell phones, and/or garments bearing the Village name.

## **9.6 References**

It is the policy of the Village to provide only dates of employment and positions held to prospective employers of former employees. Only the Village President or his/her designee is allowed to provide this information.

**10. APPENDIX**

- 10.1 Forms**
- 10.2 Job Descriptions**
- 10.3 Pay Table**
- 10.4 Bargaining Unit Agreement (Police)**
- 10.5 Guidelines for Email, Technology Use, and Communication Devices**