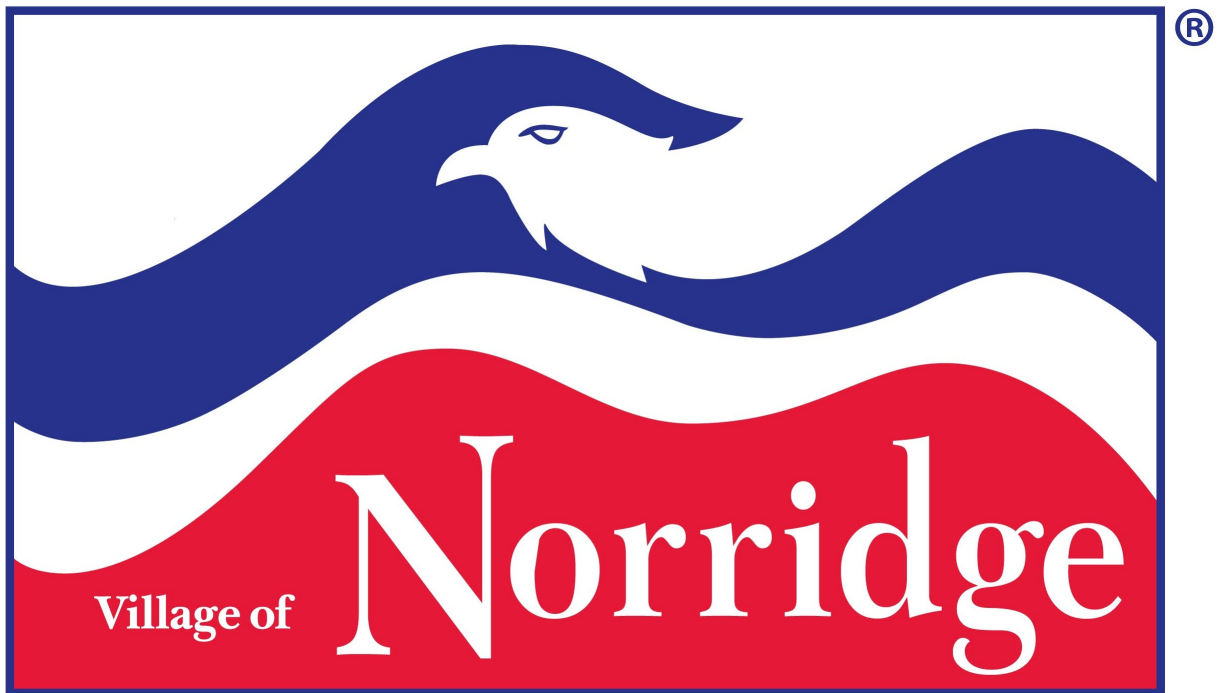


VILLAGE OF NORRIDGE EMPLOYEE HANDBOOK



<u>ARTICLE</u>		<u>PAGE</u>
	INTRODUCTION BY THE VILLAGE OF NORRIDGE	6
I	VILLAGE MANAGEMENT RIGHTS	
	Section 1.1 Management Rights	7
II	VILLAGE ORGANIZATION	
	Section 2.1 Village Organization	7
III	EMPLOYEE STATUS	
	Section 3.1 Full/Part/Short-Term/Intern Employee Defined	8
	Section 3.2 Probationary Employee	8
	Section 3.3 Departmental Transfer	9
IV	WAGES AND COMPENSATION	
	Section 4.1 Wages	9
	Section 4.2 Pay Scales for Public Works and Water Dept. Laborers	9
V	HOURS OF WORK/OVERTIME	
	Section 5.1 Overtime	10
	Section 5.2 No Pyramiding	10
	Section 5.3 Callback	11
VI	SENIORITY	
	Section 6.1 Definition of Seniority	11
	Section 6.2 Seniority List	11
	Section 6.3 Seniority While on Leave	11
VII	HOLIDAYS	
	Section 7.1 Paid Holidays	12
	Section 7.2 Specific Applications	12
	Section 7.3 Holiday Pay	13
VIII	VACATIONS	
	Section 8.1 Vacation Leave	13
	Section 8.2 Vacation Pay	15
IX	MEDICAL LEAVES AND FAMILY AND MEDICAL LEAVE ACT LEAVES	
	Section 9.1 Medical and Family and Medical Leaves Defined	15
	Section 9.2 Sick Leave	16
	Section 9.3 FMLA leave	17
	Section 9.4 Military Family Medical Leave	22
	Section 9.5 Non-Medical Qualifying Exigency Military Family Leave	25
	Section 9.6 FMLA Forms	27

	Section 9.7	Family and Medical Leave Act (FMLA) Poster	27
X		NON-MEDICAL LEAVES OF ABSENCE	
	Section 10.1	Leaves Without Pay	28
	Section 10.2	Short-Term Military Leave	28
	Section 10.3	Long-Term Military Leave	28
	Section 10.4	Jury Duty Leave	29
	Section 10.5	Bereavement Leave	29
	Section 10.6	Prohibition Against Any Employment while on Leaves	30
XI		EMPLOYEE BENEFITS	
	Section 11.1	Police Department Civilian Employee Benefits	30
	Section 11.2	Health/Dental/Long-Term Disability Benefits	30
	Section 11.2.1	Death Benefit-REPEALED	30
	Section 11.2.2	Life Insurance Info & Beneficiary Designation Form	30
	Section 11.3	Illinois Municipal Retirement Fund Retiree Benefits	31
	Section 11.4	Vision Benefit Program	31
	Section 11.5	Terms of Policies to Govern	32
	Section 11.6	Training and Development	32
	Section 11.7	Tuition Reimbursement	32
	Section 11.8	Reimbursements	33
	Section 11.9	Employee Assistance Program	33
	Section 11.10	Workers Compensation	33
	Section 11.11	Unemployment Compensation	34
XII		GENERAL PROVISIONS	
	Section 12.1	Driver's License/Telephone	34
	Section 12.2	Residency	34
	Section 12.3	Employment of Immediate Family Members	35
	Section 12.3.1	Married Employees	35
	Section 12.3.2	Immediate Family Members	35
	Section 12.3.3	Exception-Members of Collective Bargaining Units	36
	Section 12.4	Employer-Required Exams	36
	Section 12.4a	Driver Policy	37
	Section 12.5	Drug/Alcohol Testing	38
	Section 12.6	Vehicular and Non-Vehicular Post-Accident Policy	39
	Section 12.7	Reporting a Work-Related Injury/Illness/Accident/Incident	39
	Section 12.8	Gratuities Prohibited	39
	Section 12.9	Personal Use of Village Equipment	40
	Section 12.10	Limits of Privacy	40
	Section 12.11	Appearance Standards	40
	Section 12:12	Security and Keys	41
	Section 12.13	No-Smoking Policy	42
	Section 12.14	No-Solicitation Policy	42
	Section 12.15	Secondary/Outside Employment Policy	42
	Section 12.16	Concealed Carry	43

XIII	ELECTRONIC COMMUNICATIONS AND RECORDS RETENTION POLICY	
	Section 13.1 Electronic Communications	51
	Section 13.2 Transmitting Confidential Information	51
	Section 13.3 Use of Village Computer Systems	52
	Section 13.4 E-mail Use Policy	53
	Section 13.5 Internet Use Policy	55
	Section 13.6 Social Networking Policy	56
	Section 13.7 Voice Mail Policy	58
	Section 13.8 Telephone Usage	58
	Section 13.9 Cellular Telephone Usage	58
XIV	NON-DISCRIMINATION	
	Section 14.1 Equal Employment Opportunity	59
	Section 14.2 Americans With Disabilities Policy Statement	59
	Section 14.3 Non-Discrimination	60
	Section 14.4 Appeal	60
XV	ANTI-HARRASSMENT POLICY	
	Section 15.1 Anti-Harassment Policy	60
	Section 15.2 Sexual Harassment Defined	61
	Section 15.3 Individuals Covered Under the Policy	63
	Section 15.4 Reporting Procedures	63
	Section 15.5 Investigation	64
	Section 15.6 Corrective Action	66
	Section 15.7 Appeals Process	67
	Section 15.8 Retaliation	67
	Section 15.9 Legal Rights Under the Law – Outside Agencies	69
	Section 15.10 Fines and Penalties	69
XVI	DISCIPLINE AND DISCHARGE	
	Section 16.1 Discipline and Discharge	70
	Section 16.2 Limitation	71
	Section 16.3 Reassignments	71
	Section 16.4 Last-Chance Agreement	71
XVII	SEPARATION OF EMPLOYMENT	
	Section 17.1 Voluntary Resignation	72
	Section 17.2 Return of Village Property	72
XVIII	DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	
	Section 18.1 Grievance Procedures	72
	Section 18.2 Steps in Procedure	73
XIX	VIOLATIONS	
	Section 19.1 Violations	73

XX	MODIFICATION RIGHTS	
	Section 20.1 Right to Modify Handbook	73
	APPENDICES	
	Appendix A – Organizational Flow Chart – Village Hall	74
	Appendix A – Organization Flow Chart – Police Dept.	75
	Appendix B – Family Medical Leave Act	76
	Appendix C – Benefits of the Non-Bargaining Members of PD	77
	Appendix D - Insurance Coverage Waiver	78
	Appendix E - Employee’s Report of Work Related Injury/Illness/ Accident/Incident Form	79
	Appendix F - Supervisor’s Injury/Illness/Accident/Incident Investigation Form	80
	Appendix G - Ordinance No. 1478-04, Ethics Act	81
	Appendix H Employee Warning Notice	84
	Appendix I - Last-Chance Agreement	85
	Appendix J – Request for Secondary/Outside Employment Form	86
	Appendix K - Post Injury/Accident Flow Chart	87
	Appendix Z - Employee Acknowledgment Form	88

INTRODUCTION BY THE VILLAGE OF NORRIDGE

We welcome you as a fellow employee of the Village of Norridge.

Everyone working for the Village of Norridge is obligated to strive to serve our Village residents, businesses and visitors with the utmost efforts towards professionalism, courtesy, and honesty in government. We must all remember that the residents of this Village employ us as their public servants.

The personnel policies contained in this Handbook are designed to promote harmonious employee relations, recognize the meaningful contributions of employees in providing government services, and achieve equitable employment relations throughout the various departments of village government.

This Handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your Department Head and or his/her designee.

These policies apply to all employees of the Village of Norridge who are not covered by any other form of agreement with the Village, inclusive of any collective bargaining agreement with a labor organization. Employees covered by such collateral agreement are not covered by this Handbook.

*Furthermore, **THIS HANDBOOK DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT BETWEEN THE VILLAGE AND EMPLOYEE EITHER EXPRESSED OR IMPLIED.** As guidelines for employment, these policies are not to be considered as granting employment rights or insuring continuation of employment to any employee. These policies are subject to unilateral change by the Village Board of Trustees from time to time based on various needs. All employees covered by this Handbook shall maintain their status as "at will" employees.*

The procedures, practices, policies and benefits described here may be revised or amended from time to time. We will try to inform all employees of any changes as they occur, but cannot guarantee immediate advance notice of changes. Any amendments or revisions adopted by the Village Board of Trustees shall become an integral part of this Handbook and shall be affixed as an appendix. The attachments shall be considered part of this Handbook. The provisions contained herein supersede any conflicting prior practice and procedure not otherwise covered by any other agreement.

Thank you for taking the time to review this Handbook and we look forward to your employment with the Village of Norridge.

Sincerely,

**VILLAGE BOARD of TRUSTEES
VILLAGE OF NORRIDGE**

ARTICLE I
VILLAGE MANAGEMENT RIGHTS

Section 1.1: Management Rights

The management of the operations of the Village, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including the right to hire, promote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend, demote and discharge; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections, and work to be performed by employees therein; to determine quality; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work, and to maintain efficiency in the departments are vested exclusively in the Village.

ARTICLE II
VILLAGE ORGANIZATION

Section 2.1: Village Organization

The Village government covered by this Handbook consists of the following departments: Administrative Department (including, but not limited to, the Business License Department, Finance Department, Building Department and Customer Service Department); Water Department; Public Works Department; and Non-Bargaining Members of the Police Department.

These departments are supervised by Department Heads who report to the Village President and the Board of Trustees Committee assigned to oversight and budgetary functions over the department.

See **Appendix A** for a Flow Chart of Village Organization.

ARTICLE III
EMPLOYEE STATUS

Section 3.1: Full/Part/Short-Term/Intern Employee Defined

Full-Time employees are those employees working thirty-three (33) hours or more per week on a regularly scheduled basis for the Village. While the hours of work scheduled weekly may vary and is not guaranteed, they shall maintain their full-time status so long as they work such hours on a regular basis.

Part-Time employees are those employees working less than thirty-three (33) hours or less per week on a regularly scheduled basis for the Village. While they may at times be scheduled to work more than such hours during a workweek, they shall maintain their status as part time employees so long as they work less than thirty-three (33) hours or less on a regular basis. **PART-TIME EMPLOYEES ARE EXEMPT FROM AND DO NOT BENEFIT FROM ANY AND ALL EMPLOYEE-RELATED BENEFITS PROVIDED FOR HEREIN.**

Short-Term employees are employees employed on a seasonal basis for less than two (2) consecutive quarters during a calendar year. Seasonal employees do not have any assurance that they will be rehired by the Village for the same service or any other service in a subsequent calendar year. Such employees are exempt from and do not benefit from any and all employee-related benefits provided for herein.

An intern is defined as a person, who for a fixed period of time, works for the Village of Norridge to gain insight into a particular field or career such as municipal government or law enforcement. Although internships are non-paying positions, it will be at the Village Board's discretion whether a particular intern will or will not be compensated. An intern is considered a Village employee during the internship, and is expected to abide by all of the rules of the employee handbook.

Section 3.2: Probationary Employee

Full-time and/or part-time employees are considered probationary for their first eighteen (18) months of employment. No matter concerning the discipline of a probationary employee shall be subject to appeal or grievance. Probationary employees shall have no seniority until they have completed their probationary period, whereafter they shall acquire seniority retroactive to their initial date of hire.

Probationary employees may receive several informal oral evaluations from their Department Head during the probationary period. Any probationary employee may be discharged without notice and without recourse and without cause.

Furthermore, any employee promoted to a different position within the Department/Village shall be subject to a promotional probationary period of six (6) months. The employee may be reinstated to his/her prior position, should it be available at the time, should they fail to successfully complete the promotional probationary period.

(Revised 8-25-21)

Section 3.3. Departmental Transfer

An employee from any specific office of Village government, who transfers into a different department, shall have prior Village service transferred in; however, the employee shall be considered a new probationary employee within such department.

**ARTICLE IV
WAGES AND COMPENSATION**

Section 4.1: Wages

The employee's wages are set by action of the Village Board of Trustees after consultation with the Department Head.

Supervisors are responsible for reviewing employee in their Department on a semi-annual and annual basis. Those performance reviews are then examined and considered by the Performance Review Committee who will make recommendations to the Village Board. Annual cost of living increases or job performance wage adjustments, if any, are pursuant to Village Board's final discretion.

(Revised 8-25-21)

Section 4.2: Pay Scale for Public Works and Water Department Laborers

For employees hired on or after September 1, 2014

Start - 18 months	\$48,000.00-\$58,000.00
19 months-Year 5	\$48,960.00-\$73,701.09
Years 6-9	\$52,995.88-\$86,219.85
Years 10-13	\$57,364.44-\$100,865.03
Years 14-17	\$62,093.12-\$117,997.82
Years 18-20	\$67,211.59-\$127,626.44

(Adopted 8-25-21)

ARTICLE V
HOURS OF WORK/OVERTIME

Section 5.1: Overtime

Overtime shall be paid to an employee (excluding salaried employees exempt under Fair Labor Standards Act) at the rate of 1.5 times their regular hourly wage rate for all authorized/approved time actually worked over forty (40) hours per workweek, pursuant to the following:

any time actually worked in excess which may occur within a regularly scheduled work week and shall be paid in fifteen (15) minute increments, wherein if an employee works fifteen (15) minutes over his/her regularly scheduled shift, they shall be paid the time at their appropriate rate of pay pursuant to this Section .***

The ability to obtain overtime is subject to prior, written approval by the Department Head or authorized designees.

For the purposes of calculating overtime, hours worked shall consist only of those hours actually worked by the employee. Vacation time shall be considered “hours worked” for the purposes of overtime pay computation. If a holiday falls within an employee’s normal workweek, it shall be considered part of an employee’s “hours worked” for purposes of overtime pay computation. Sick time, personal time, bereavement leave or other time off shall not be considered for the purposes of overtime pay computation.

The Department Head or his/her designee maintains the right to require overtime work and to assign such work to specific employees. Employees shall not have the right to refuse to work mandatory overtime assignments. Refusal to work required overtime may constitute grounds for immediate discharge from employment with the Village. The Department Head shall take reasonable steps to obtain volunteers for overtime assignments when practical under the circumstances.

It is an expectation that professional and managerial staff (who are Exempt, Salaried Employees) will do whatever is necessary to get the job done. Compensatory time will only be permitted under certain circumstances such as working extra time to meet a specific deadline or working on a project. In these situations, a set amount of time off for time spent beyond the normal expected workday will be given. The ability to obtain compensatory time is subject to approval by the Department Head or designee.

Section 5.2: No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 5.3: Callback

A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled workday. Callbacks shall be compensated for at the employee's regular rate of pay for all hours actually worked on callback and shall be subject to the overtime compensation provisions contained within this Article.

ARTICLE VI SENIORITY

Section 6.1: Definition of Seniority

As used herein, the term seniority shall refer to and be defined as the continuous length of full-time service with the Village of Norridge, regardless of the employee's departmental seniority.

Section 6.2: Seniority List

The Department Head shall maintain a current seniority listing of all full-time employees covered in his/her Department. Such list shall ultimately resolve all questions of seniority affecting full-time employees. For those full-time employees hired on the same date, seniority shall be determined by the month and day of their birth (year not included).

Section 6.3: Seniority While On Leave

Employees shall not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence. Unpaid leave of absence periods shall include that period within which the employee may be on a work related disability leave. Vacations, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

ARTICLE VII HOLIDAYS

Section 7.1: Paid Holidays

Except in cases of emergency, all regular full-time employees (including probationary employees) covered by the terms of this Agreement shall have the following paid holidays:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
Employee's Birthday (floating)*

In the years when Christmas Eve is on a Saturday and Christmas Day is a Sunday, the Village Hall will close at 12:00 noon on Friday and re-open at 9:00 a.m. on Tuesday. Employees who normally work on Saturday will work the half-day on Friday.

Non-bargaining members of the Police Department hired on or prior to June 1, 2012 shall follow the Paid Holidays schedule as presented in the Collective Bargaining Agreement. Non-bargaining members of the Police Department hired after June 1, 2012 shall follow the holiday schedule as listed above.

*Employee's Birthday holiday must be used by April 30th of each Fiscal Year and cannot be banked or carried over to any future Fiscal Year.

Section 7.2: Specific Applications

If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off, Sunday holidays shall be designated as Monday off. If holidays occur consecutively and include a weekend day(s), the holiday schedule will be determined by the Village President.

If a holiday occurs during an employee's regular scheduled vacation, the extra day may be added to the employee's regularly scheduled vacation period.

In order to qualify for holiday pay (not employee's birthday), the employee shall work the scheduled day before the holiday and the scheduled day after the holiday, or be on approved leave with pay. However, an employee calling in sick on their

scheduled workday before or after a designated holiday, regardless if approved, shall render them ineligible for holiday pay.

Section 7.3: Holiday Pay

Employees who are scheduled and actually work on a holiday (not employee's birthday) shall be compensated at time and one half (1.5) for each hour actually worked on such holiday, based on their regular rate of pay, plus their regular rate of pay for that day as though they did not have to work that day. Employees not working on such holiday shall be paid their regular rate of pay for that day.

No Civilian employee shall work on a day designated as a Holiday, as per the Employee Handbook, or for the Police Department Civilian employees grandfathered under Appendix C, Holidays designated in the Collective Bargaining Agreement, before receiving approval from the Chair of the Committee which is responsible for that Department.

**ARTICLE VIII
VACATIONS**

Section 8.1: Vacation Leave

The Village of Norridge has a vacation plan for full-time employees. Part-time employees are not eligible for any vacation benefits.

Full-time employees earn vacation time according to the following schedule (years of service are computed for the individual employees based upon the employee's anniversary date of employment): employees accrue vacation time at a monthly rate. Employees who begin work before the fifteenth (15th) day of any given month accumulate days for that month. Employees who begin work after the fifteenth (15th) of any given month accumulate vacation on the first (1st) day of the first full month of employment at the Village.

Vacation time is accumulated based on the following schedule:

FULL-TIME EMPLOYEES SERVICE YEARS	DAYS EARNED ANNUALLY	MAXIMUM BANK TIME
Year 1	10	10
Years 2-4	10	20
Years 5-9	15	20
Years 10-14	20	20
Year 15	21	20
Year 16	22	20

Year 17	23	20
Year 18	24	20
Year 19	25	20
Year 20+	25	20

All vacations must be arranged and approved ten days in advance by the Department Head or his/her designee. All employees are required to complete a Vacation Request Form, or to submit the vacation request in writing.

Vacation schedules may be adjusted to accommodate seasonal operations, significant revisions in organization, or work assignments. Conflicts in scheduling will be resolved in favor of the most senior employee. The Department Head or his/her designee maintains the right to approve or otherwise alter any vacation schedule for emergency purposes. Department Heads shall not, to the extent possible, take vacation days during the last four (3) weeks of each fiscal year.

When an employee retires, resigns, or is terminated, the earned vacation days and/or current unused bank days will be paid out at the employee's final rate of earnings.

All full-time probationary employees (employees with less than one [1] year of full-time service with the Village) will be allowed five (5) days of vacation after they have been on the job for six (6) months.

Employees are strongly encouraged to take vacation. However, a full-time employee may bank up to a maximum of 20 (twenty) unused vacation days. As of April 30th each year, any unused vacation days above the 20 (twenty) bankable days shall be forfeited.

All full-time employees will be given their vacation bank total on May first (1st) of each fiscal year. This total will be the amount of vacation time that employee is allowed to take or bank for that entire year. If any full-time employee leaves before April thirtieth (30th) of the following year, they will have to pay all vacation not earned during that year, if that vacation time was used. The following schedule calculated how vacation time is earned:

FULL-TIME EMPLOYEES SERVICE YEARS	VACATION ENTITLEMENT
Years 1-4	.8333 days per month (10 days per year)
Years 5-9	1.25 days per month (15 days per year)
Years 10-14	1.66 days per month (20 days per year)
Year 15	1.75 days per month (21 days per year)
Year 16	1.83 days per month (22 days per year)
Year 17	1.91 days per month (23 days per year)
Year 18	2 days per month (24 days per year)

Year 19+

2.083 days per month (25 days per year)

All first (1st) year full-time employees will be allowed to take one (1) week of vacation time after they have completed six (6) months of employment with the Village. However, if the first (1st) year employee does not complete the first (1st) year and resigns or is dismissed, they will have to pay back any vacation time that was used but not earned.

Vacation time must be taken in full day or half (1/2) day increments and not on an hourly basis.

***Exception: Non-Bargaining members of the Police Department shall accrue vacation time as outlined in **Appendix C**.

(Revised August 25, 2021)

Section 8.2: Vacation Pay

All vacation leave will be paid at the employee's appropriate rate of pay and on the basis of one (1) workday

ARTICLE IX **MEDICAL LEAVES AND FAMILY AND MEDICAL LEAVE ACT LEAVES**

Section 9.1: Medical and Family and Medical Leaves Defined

(A) Sick Leave. All full-time employees are eligible for sick leave as described in this policy.

(B) Family and Medical Leave. Certain eligible employees may be entitled to leave accommodations under the Family Medical Leave Act (FMLA). (See, Section 9.3 and **Appendix B** for more information.)

(C) Military Family Medical Leave. Certain eligible employees may be entitled to leave accommodations under the Military Family Medical Leave Act (MFMLA) as described in this policy. (See, Section 9.4 for more information.)

(D) Non-Medical Qualifying Exigency Military Family Leave. Certain eligible employees may be entitled to leave accommodations under the Non-Medical Qualifying Exigency Military Family Leave Act (QEMFLA) as described in this policy. (See, Section 9.5 for more information.)

Section 9.2: Sick Leave

9.2.1: Policy. It is the policy of the Village of Norridge to provide protection for its **full-time** employees against loss of income because of illness. Sick leave is not intended to be used as a vacation or to be used to extend vacation periods or holidays.

The Village of Norridge expects employees to report to work on a consistent basis and in a timely manner. The Village reserves the right to investigate suspected abuse of sick leave and/or to require appropriate documentation.

9.2.2: Employees Hired Prior to May 1, 2006.

- (A) Those persons who are full time Village employees hired prior to May 1, 2006 and assigned to Village Hall or Public Works are covered by a policy of unlimited sick time. Those persons who are full time employees of the Village hired prior to May 1, 2006 and who are assigned to the Police Department on or prior to June 1, 2013, and are in the following job titles: Police Chief; Police Commander; and Supervisor of Dispatchers, are covered by a policy of unlimited sick time. For those employees covered by a policy of unlimited sick time, a sick leave of more than thirty (30) calendar days will require approval by the Village Board.
- (B) This paragraph does not apply to those Village employees whose employment is covered by a collective bargaining agreement.
- (C) This paragraph does not apply to those full time employees not included in paragraph 9.2.2 (A) but hired prior to May 1, 2006 and who are assigned to the Police Department. Sick time for those employees shall be accrued as set forth in **Appendix C**.

9.2.3: Employees Hired on or After May 1, 2006. For all full time employees hired May 1, 2006 or thereafter, excepting those Village employees whose employment is covered by a collective bargaining agreement, the following provisions shall apply exclusive of any other provisions contained within this Article:

Full time employees shall be entitled to accrue sick leave at the rate of one half (1/2) day per month starting May 1, 2006. One half day equals four (4) hours. There is no maximum accrual of sick days. Employees who are eligible to retire into the Illinois Municipal Retirement Fund (IMRF) will be compensated for each full sick day accrued at fifty percent (50%) of their salary at the time of retirement.***

***Exception: Non-Bargaining unit members of the Police Department hired on prior to June 1, 2012, shall accrue sick time shall be as set forth in **Appendix C**.

9.2.4: Sick Leave Compensation. Employees shall be entitled to receive pay for sick leave for a period of three (3) successive work days without submitting a

physician's certificate attesting to the illness, but such certificate may be required before sick leave pay can be claimed for any period in excess of three (3) successive work days.

9.2.5: Part-time Employees. Part-time employees are not eligible to receive any paid sick leave.

9.2.6: Sick Leave Abuse Sanctions. Upon sufficient evidence of the abuse of sick leave, the employee may not be paid for such leave taken. Continued abuse of sick leave shall subject the employee to appropriate disciplinary action.

9.2.7: Physician's Certificate. If an employee has taken sick leave for a period of three (3) successive scheduled work days without submitting a physician's certificate attesting to the illness, such a certificate may be required before sick leave pay can be claimed for any period in excess of three (3) successive work days. Any scheduled days off are not taken into consideration when determining successive sick days.

9.2.8: Notification of Absence for Sick Leave. Telephone notification of absence is expected to the employee's supervisor at least two hours prior to starting time or as soon as possible in an emergency.

9.2.9: Notification for FMLA, MFMLA and QEMFLA Leave. Notification requirements for requests for FMLA, MFMLA and QEMFLA leave are found in Sections 9.3, 9.4 and 9.5 below.

Section 9.3: FMLA Leave

9.3.1: Purpose. The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

9.3.2: Eligibility. To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

The employee must have worked for the Village for twelve (12) months or 52 weeks. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week (exceptions to the twelve (12) month consecutive employment period are set forth at 29 CFR §825.110); and

The employee must have worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave does not count as hours worked. The Village will not count these hours of leave in determining the 1,250 hours eligibility test for an employee under FMLA.

9.3.3: Amount of Leave. An eligible employee can take up to twelve (12) weeks for the FMLA reasons listed in 9.3.4 A, B, C and D of this policy during a twelve (12) month period. The twelve (12) month period is a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. If an employee's schedule varies from week to week, a weekly average of the hours scheduled over the twelve (12) months prior to the beginning of the leave period (including any hours for which the employee took leave of any type) will be used for calculating the employee's leave entitlement. (29 CFR §825.205)

See Section 9.4 for the amount of MFMLA leave available and Section 9.5 for the amount of QEMFLA leave available.

If an employee and his/her spouse both work for the Village they are both eligible for FMLA leave. The amount of leave allowed for the employee and the employee's spouse may be limited to a combined total of 12 weeks of FMLA leave in a twelve (12) month period for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. This limitation (subject to federal requirements) may not apply if spouses who are both employed by the Village take leave for their own or their spouse's serious health condition, or to care for a child with a serious health condition.

9.3.4: Leave Covered by the FMLA. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- (A) The birth of a child and in order to care for that child.
- (B) The placement of a child for adoption or foster care and to care for the newly placed child.
- (C) To care for a spouse, child or parent with a serious health condition (described below).
- (D) The serious health condition (described below) of the employee.

The care of an employee's spouse, son, daughter, parent or next of kin who is a covered service member (military service) with a serious injury or illness is covered in Section 9.4 MFMLA Leave below. The qualifying exigencies of a spouse, son, daughter or parent who is on active duty or call to active duty status in the National Guard or Reserves is covered in Section 9.5 QEMFLA leave below.

An employee may take leave because of a serious health condition that makes him or her unable to perform the functions of his or her position. A serious health condition is defined as a condition that requires:

- i. Hospital Care. Inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider; or
- ii. Absence Plus Treatment. A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves either: 1) treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or 2) treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment under the supervision of the health care provider; or
- iii. Pregnancy. Any period of incapacity due to pregnancy or for prenatal care; or
- iv. Chronic Conditions Requiring Treatment. A chronic condition that requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider continues over an extended period of time and may cause an episodic rather than a continuing period of incapacity; or
- v. Permanent/Long-Term Conditions Requiring Supervision. A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- vi. Multiple Treatments (non-chronic conditions). Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Village may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

9.3.5: Applying for FMLA Leave. An eligible employee must notify his or her direct supervisor in writing at least thirty (30) days prior to the beginning date of a leave when the need is foreseeable and such notice is practicable. Eligible employees employed at the Village Police Department must notify the Chief of Police, or the Chief's

designee. If leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the Village as soon as the employee learns of the need for leave except where medical conditions make such a requirement impossible. (See, Section 9.6 **Form D** Designation Notice.)

9.3.6: Certification. When the leave is for the employee or to care for a sick child, parent or spouse, the requesting employee must submit a complete medical certification, signed by a health care provider (as defined in 29 CFR §825.125) that states: (a) the date the illness or condition began; (b) the probable duration of the condition; (c) the estimated time the employee will need to care for the family member; and (d) a statement that the illness or condition requires the participation of a family member. The employee shall furnish certification at the time the employee gives notice of the need for leave or within five (5) business days thereafter, or, in the case of unforeseen leave, within five (5) business days after the leave commences. The Village may request certification at some later date if the Village later has reason to question the appropriateness of the leave or its duration. The employee must provide the requested certification to the Village within fifteen (15) calendar days after the Village's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. The employee must provide complete and sufficient certification to the Village as required by federal regulations (29 CFR §825.306) (See, Section 9.6 **Form A** and **Form B**; and see **Form C** Notice of Eligibility and Rights and Responsibilities.)

Certification requirements for QEMFLA leave are found at 29 CFR §825.309. (See, Section 9.6, **Form E**; and for MFMLA leave at 29 CFR §825.310, see, Section 9.6 **Form F**.)

If the Village specifies deficiencies in the certification and those deficiencies are not cured in the resubmitted certification, the Village may deny the taking of FMLA leave, in accordance with 29 CFR § 825.313. A certification that is not returned to the Village is not considered incomplete or insufficient, but constitutes a failure to provide certification.

When a leave is for planned medical treatment, the employee must attempt, where possible, to schedule the treatment so as not to disrupt Village operations.

9.3.7: Recertification During FMLA Leave. For an employee's own serious health condition, the employee will be required, every thirty (30) days while on FMLA leave, to provide a doctor's report of the employee's status and intent to return to work. The Village may require recertification of employee or family medical leave at any point when circumstances have changed significantly, the Village receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. In all instances, the Village requires recertification every six (6) months in connection with an FMLA medical leave, or more frequently as permitted by law. The

Village may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

9.3.8: Use of Paid and Unpaid Leave. All employees on FMLA leave will be required to use their accrued paid leave prior to being eligible for unpaid leave. Paid leave time shall run concurrently with an FMLA leave. The type of paid leave depends upon to which Village department an employee is assigned and whether an employee is covered by a collective bargaining agreement. Paid leave may consist of accrued sick leave, sick bank time, accrued vacation time, holiday pay, earned compensatory time, and earned incentive pay. Only one type of paid leave will run concurrently with an employee's FMLA leave at any given time.

Disability leave for the birth of the 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 shall also run concurrently with FMLA. For example, if an employer provides six (6) weeks of pregnancy disability leave, the six (6) weeks will be designated as FMLA leave and counted toward the employee's twelve (12) week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the twelve (12) week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation or sick leave prior to being eligible for unpaid leave.

9.3.9: Intermittent Leave or a Reduced Work Schedule. An employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day or hours periodically when needed over the year) where medically necessary or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks and shall be calculated in accordance with 29 CFR §825.205. For those FMLA-eligible employees (those who have worked at least twelve (12) months) who are exempt from (not covered by) the Fair Labor Standards Act recordkeeping regulations for purposes of minimum wage or overtime compliance, the Village and the employee will mutually agree (and reduce to writing) the employee's normal schedule or average hours worked each week. (29 CFR §825.500(f)) The employee's actual workweek is the basis of leave entitlement. (29 CFR §825.205(b))

The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances where leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Village and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

9.3.10: Returning to Work. An employee on leave must notify his or her direct supervisor at least two (2) weeks prior to the end of the leave, to inform the Village of the employee's availability to return to work. Eligible employees employed at the Village Police Department must notify the Chief of Police or the Chief's designee. The Village may require appropriate medical certification before any employee whose FMLA leave was occasioned by the employee's own serious health condition returns to work. Upon return from a FMLA leave of absence, the employee will be reinstated to his or her prior position if it is available, and, if the position is not available, the employee will be placed in an equivalent position as required by law.

If an employee fails to report to work on the next scheduled working day after a FMLA leave expires, the employee will be considered to have resigned from employment. Employees will be terminated when they have exhausted their FMLA leave unless they are entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act (ADA). Accommodation under the ADA can occur only if the employee having a "serious health condition" as defined under FMLA meets the criteria of having a qualifying "disability" as defined in the ADA.

9.3.11: Exceptions for Key Employees. If the employee on leave of absence is a key salaried FMLA eligible employee as defined in 29 CFR §825.217, and keeping the job open for the employee would result in substantial economic injury to the Village, reinstatement to the prior position may be denied in accordance with 29 CFR §825.218 and 29 CFR §825.219. The employee will be given an opportunity to return to work in a different job.

9.3.12: Maintenance of Benefits. The Village will maintain group health care benefits for the employee while on FMLA leave, but if the employee pays a monthly contribution toward health care benefits, then the employee is responsible for paying that monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Village for the cost of premiums paid for maintaining coverage during the leave period subject to the requirements of 29 CFR §825.213. All other benefits cease to accrue during the unpaid portion of the leave as determined by other established Village policies. Maintenance of benefits for employees on FMLA leave who are covered by a collective bargaining agreement shall be as set forth in the collective bargaining agreement if the collective bargaining agreement is inconsistent with this paragraph.

Section 9.4: Military Family Medical Leave

9.4.1: Eligibility. Eligible employees are entitled to MFMLA leave (military caregiver leave) to care for a covered service member with a serious illness or injury. A covered service member is defined in 29 CFR §825.127 as:

- (A) 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. Outpatient status means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

- (B) A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes MFMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five (5) years of the veteran's active duty service, but the single twelve (12) month period permitted for such leave may extend beyond the five (5) year period. For an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period between October 28, 2009 and March 8, 2013 shall not count towards the determination of the five (5) year period for covered veteran status.

9.4.2: Amount of Leave. If the employee is eligible, the employee may take up to twenty-six (26) weeks leave during a single twelve (12) month period to care for a covered service member who has a serious illness or injury and for whom the employee is the spouse, parent, child or an individual for whom the employee is the next of kin (all as defined in 29 CFR §825.127).

9.4.3: Leave Covered. For MFMLA leave a serious injury or illness means:

- (A) In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
- (B) In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces

and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

(ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Such leave must be completed within twelve (12) months from the first day MFMLA 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 servicemember's health care provider.

9.4.4: Employee Notice. If the need for leave is foreseeable, the employee must give the Village at least thirty (30) days prior written notice. Where the need for leave is not foreseeable, the employee is expected to notify the Village of his or her need for time off as soon as the employee learns of such need, generally on the same day. Such leave may be taken intermittently or on a reduced schedule.

9.4.5: Certification. The Village will require certification for the serious injury or illness of the covered service member as provided by 29 CFR §825.310. The employee must respond to such a request within fifteen (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 Department of Labor ("DOL") Certification for Serious Injury or Illness of Covered Service member. (See, Section 9.6 **Form F**.)

9.4.6: Use of Paid and Unpaid Leave. Employees will be required to use those paid benefits applicable to such employee's position such as accrued vacation, eligible sick time (as long as the reason for the absence is covered by the Village's sick leave policy), holiday pay, comp time and incentive pay during MFMLA leave. Paid leave may consist of accrued sick leave, sick bank time, accrued vacation time, holiday pay, earned compensatory time, and earned incentive pay. The type of paid leave depends upon to which Village department an employee is assigned and whether an employee is covered by a collective bargaining agreement. Only one type of paid leave will run concurrently with an employee's MFMLA leave at any given time. To the extent MFMLA leave extends beyond all such accrued paid leave, the remainder of leave will be unpaid.

MFMLA Leave may be counted against an employee's annual twelve (12) week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the twelve (12) month window that the employee is eligible for MFMLA leave; however, combined leave under the FMLA is limited in two key regards: 1) an employee may not take more than twelve (12) weeks of leave for any other reason than MFMLA leave; and 2) any MFMLA leave that is taken cannot exceed the difference between twenty-six (26) weeks and the amount of leave taken within the employee's twelve (12) week allotment for other qualifying reasons. If an employee and his or her spouse both work for the Village and each wishes to take leave to care for a covered injured or ill service member, the employee and his or her spouse may only take a combined total of twenty-six (26) weeks of leave during the single twelve (12) month period.

9.4.7: Maintenance of Benefits. During an approved MFMLA leave, the employee remains entitled to continue the group health insurance as if the employee continued to be actively employed. Whether the leave is paid or unpaid, the employee must arrange to pay the employee's portion of the health insurance premium if the employee was required to do so before the leave began, as the employee's health coverage may cease if the employee's premium payment is more than thirty (30) days late.

9.4.8: Returning to Work. At the conclusion of MFMLA leave, the employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, he or she may be required to reimburse the Village for the cost of the premiums it paid to continue the employee's health insurance during leave, unless the employee cannot return to work due to circumstances beyond his or her control.

Section 9.5: Non-Medical Qualifying Exigency Military Family Leave

9.5.1: Eligibility. An eligible employee may take QEMFLA leave for a qualifying exigency while the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). Covered active duty is defined as:

- (A) Covered active duty or call to covered active duty status in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. The active duty orders of a member of the Regular components of the Armed Forces will generally specify if the member is deployed to a foreign country.
- (B) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to those sections of the United States Code enumerated in 29 CFR §825.126.

9.5.2: Amount of Leave. An eligible employee may take up to twelve (12) weeks of QEMFLA leave to attend to exigencies during deployment to a foreign country or a call or order for such deployment of: a spouse; son or daughter (the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age); or parent, on covered active duty. Qualifying exigencies are: short notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; attending certain counseling sessions; rest and recuperation leave of the military member; attending post-deployment activities; parental care of the military member; and additional activities where the Village and the employee agree upon such exigency and the timing and duration of such leave.

The amount of time an eligible employee may take for a rest and recuperation qualifying exigency is a maximum of fifteen (15) calendar days beginning on the date the military member commences each instance of rest and recuperation leave.

9.5.3: Employee Notice. If the need for leave is foreseeable, the employee must give the Village at least fourteen (14) days prior written notice if the employee is requesting leave for five (5) or more days. Where the need for leave is not foreseeable or where the employee needs to take fewer than five (5) days of leave, the employee is expected to notify the Village of the need for time off as soon as the employee learns of such need, generally on the same day. Such leave may be taken intermittently or on a reduced schedule.

9.5.4: Certification. The Village will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (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. (See, Section 9.6 **Form E**.) Required certification for qualifying exigency rest and recuperation leave shall include a copy of the military member's rest and recuperation leave orders or other official documentation of such leave orders.

9.5.5: Use of Paid and Unpaid Leave. Employees will be required to use those paid benefits applicable to that employee's position such as accrued vacation, holiday pay, comp time and incentive pay during QEMFLA leave. Paid leave may consist of accrued vacation time, holiday pay, earned compensatory time, and earned incentive pay. The type of paid leave is dependent on to which department an employee is assigned and whether an employee is covered by a collective bargaining agreement. To the extent this leave extends beyond all such accrued leave, the remainder of leave will be unpaid. QEMFLA leave will be counted against the employee's annual twelve (12) week FMLA allotment as measured on a rolling backward basis. Only one type of paid leave will run concurrently with an employee's QEMFLA leave at any given time. An employee will not be entitled to more than twelve (12) weeks of QEMFLA or FMLA leave, paid or unpaid.

9.5.6: Maintenance of Benefits. During an approved QEMFLA leave, the employee remains entitled to continue the employee's group health insurance as if the

employee continued to be actively employed. Whether the leave is paid or unpaid, the employee must arrange to pay his or her portion of the health insurance premium if the employee was required to do so before the leave began, as the employee's health coverage may cease if the employee's premium payment is more than thirty (30) days late.

9.5.7: Returning to Work. At the conclusion of QEMFLA leave, the employee shall be restored to his or her same position with the Village or to an equivalent position. If the employee fails to return from leave, the employee may be required to reimburse the Village for the cost of the premiums it paid to continue the employee's health insurance during leave, unless the employee cannot return to work due to circumstances beyond his or her control.

Section 9.6: FMLA Forms

Form A - Certification of Health Care Provider for Employee's Serious Health Condition.

<http://www.dol.gov/whd/forms/WH-380-E.pdf>

Form B - Certification of Health Care Provider for Family Member's Serious Health Condition.

<http://www.dol.gov/whd/forms/WH-380-F.pdf>

Form C - Notice of Eligibility and Rights and Responsibilities.

<http://www.dol.gov/whd/forms/WH-381.pdf>

Form D - Designation Notice.

<http://www.dol.gov/whd/forms/WH-382.pdf>

Form E - Certification for Qualifying Exigency for Military Family Leave.

<http://www.dol.gov/whd/forms/WH-384.pdf>

Form F - Certification for Serious Injury or Illness of Current Service Member.

<http://www.dol.gov/whd/forms/WH-385.pdf>

Section 9.7: Family and Medical Leave Act (FMLA) Poster

A copy of the Employee Rights and Responsibilities Under the Family and Medical Leave Act can be found in **Appendix B**.

ARTICLE X
NON-MEDICAL LEAVES OF ABSENCE

Section 10.1: Leaves Without Pay

Leaves of Absence without pay may be granted to any **full-time** employee who has completed his/her probationary period. The leave shall be from the position that they hold at the time the leave is granted.

All leaves of absence, except for required military and government service, shall be for no more than six (6) months. Leaves of absence shall be granted by the Department Head, pursuant to Village Board approval, and shall be discretionary. Any employee on an approved leave without pay shall be responsible to pay one hundred percent (100%) of his/her health benefits (medical and dental), if he/she chooses to maintain coverage through the Village of Norridge.

An employee who fails to return to his or her position following the granted leave on or before the expiration date shall be deemed to have resigned without prior notice thereof.

Section 10.2: Short-Term Military Leave

Any employee who is a member of any branch of the U.S. Military, including the U.S. Coast Guard, shall be permitted leave with pay during any call to serve up to two (2) weeks per calendar year. In order to receive his/her normal rate of pay for such time spent on military leave, the employee shall be required to sign over his/her military pay to the Village. Any such employee who is required to serve for a period of time less than one (1) week shall be permitted to adjust his/her work schedule to accommodate the necessary military leave, without loss of benefits.

Section 10.3: Long-Term Military Leave

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, an employee absent from a position of employment necessitated by reason of service in the Uniformed Services is generally allowed the right to reemployment, given all criteria are fulfilled. An employee who cumulatively serves five years or less with an arm of the United States Military while employed with the Village of Norridge, who give the Village advance notice, who has not been dishonorably discharged, and who timely returns to employment after his/her military duties, is generally eligible for reemployment with the Village. All exceptions, qualifications, criteria, and employer defenses to USERRA (20 CFR Section 1002) apply.

Section 10.4: Jury Duty Leave

Employees covered herein called to court or jury duty will be granted a special leave of absence with pay. Employees shall be paid at their regular rate of pay for normally scheduled working days upon endorsing their Jury Duty check over to the Village of Norridge.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

- (a) Employee summoned for jury duty should notify and submit the notice to his Department Head as soon as possible.
- (b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time and circumstances warrant.
- (c) Upon completion of the tour of jury duty, the employee will obtain and submit to his/her supervisor documentation of the period of time so served and jury fees obtained.

Section 10.5: Bereavement Leave

In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay and benefits for a period of up to three (3) working days. These three (3) days are for attending services and for any related details.

The immediate family is defined as follows:

- | | |
|----------------------|---------------------|
| Spouse/Civil Partner | |
| Father | Mother |
| Father-in-Law | Mother-in-Law |
| Child | Step-Child |
| Son-in-Law | Daughter-in-Law |
| Sister | Brother |
| Step-Sister | Step-Brother |
| Step-Mother | Step-Father |
| Sister-in-Law | Brother-in-Law |
| Grandparent | Grandchild |
| Spouse's Grandparent | Spouse's Grandchild |

In addition, an employee may take a one day leave of absence with pay and benefits to attend services for the passing away of an aunt or uncle.

Section 10.6: Prohibition Against Any Employment while on Leaves

During any leaves granted, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Village. Violation of the provisions of the leave of absence shall subject the employee to appropriate discipline.

ARTICLE XI EMPLOYEE BENEFITS

Section 11.1: Police Department Civilian Employee Benefits

Please see **Appendix C** of this Handbook for additional specific information on Police Department Civilian Employee Benefits.

Section 11.2: Health/Dental/Long-Term Disability Benefits

The Village shall provide group health insurance, dental insurance and long-term disability benefits to all eligible active **full-time** employees. The Village maintains the right to change carriers and implement cost containment measures. However, employees shall be notified of any insurance changes approved by the Village Board prior to their taking effect.

Eligible employees must enroll within thirty (30) days of employment or decline by signing a waiver, which can be found in **Appendix D** of this Handbook. If no waiver is signed or an enrollment application completed within this 30-day period, employee will be terminated. Any changes may be made only during the open enrollment period or at the time of a qualifying event.

Employees shall be responsible for paying, via payroll deduction, the appropriate contribution amount for the type of coverage selected. The Village maintains the right to change the employee contribution amount.

Section 11.2.1: Death Benefit (Repealed)

Section 11.2.2: Life Insurance Information & Beneficiary Designation Form – Death Benefit

Effective May 1, 2021, the Village of Norridge is providing a life insurance

benefit through Dearborn Life Insurance Company. The insurance provides a flat \$10,000.00 death benefit payment to all full time, active, eligible employees, and as per the terms of the policy. To receive this death benefit, the eligible employee must complete a beneficiary designation form which will be placed in the employee file. This benefit will be paid upon the death of the eligible employee only to the beneficiary designated on the form. This newly completed form will supersede all previous death benefit beneficiary designations on file with the Village of Norridge.

Any beneficiary designated by you under the prior policy (11:2.1 now repealed) will be ineffective. You must complete a current designation of beneficiary form required by the Village's insurer under this Section 11:2.2.

(Adopted August 25, 2021)

Section 11.3: Illinois Municipal Retirement Fund (IMRF) Retiree Benefits

IMRF-qualified retirees who retire from the Village of Norridge with twenty (20) years of IMRF-qualified service with the Village of Norridge may receive retiree Health Benefits to age sixty-five (65) or until eligible for Medicare, whichever is sooner. These employees may choose HMO or PPO coverage. They may also extend coverage to their spouse and any eligible dependents. The Village will pay seventy percent (70%) of the actual monthly premium on behalf of the retiree. The retiree will pay thirty percent (30%) of the monthly premium plus all costs (100%) for their spouse and/or eligible dependents. Retirees are also responsible for paying 100% of any Federal taxes and fees imposed on the health insurance.

Any IMRF-qualified retiree who became an employee of the Village of Norridge after November 01, 2008, will only be eligible for HMO coverage.

IMRF retirees who become Medicare-eligible shall be no longer be eligible to receive health, dental or life insurance benefits through the Village of Norridge.

IMRF retirees are not eligible for any reimbursements.

Section 11.4: Vision Benefit Program

All full-time employees who are eligible for the Health Benefit Plan will also receive a reimbursement for vision exams, glasses, and contacts lenses. The total reimbursement will be a maximum of one hundred dollars (\$100.00) per employee per calendar year.

Section 11.5: Terms of Policies to Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines (including provisions governing self-insurance). Those terms and conditions will be changed from time to time.

Section 11.6: Training and Development

The Village of Norridge recognizes the need for training, development and professional growth to maintain a successful Village and to provide the best possible service to the Village of Norridge.

All employees are eligible to receive reimbursement for classes and/or seminars which involve training related to the employee's work position. Any employee wishing to take advantage of this policy must submit a written request to his/her Department Head. All requests will be reviewed and receive approval by the Village Board.

Section 11.7: Tuition Reimbursement

Full-time employees are eligible for tuition reimbursement up to a maximum of \$8,000.00 per employee for any given fiscal year. The total amount of tuition reimbursement allowed for all employees in total for any given fiscal year will be set forth in the budget. After approval from the Village Board and the Department Head, employees are eligible for reimbursement upon successful completion of approved course(s) at an accredited institution with the following requirements:

- (i) Course work and study cannot be done during working hours;
- (ii) copy of grade received must accompany each reimbursement request;
- (iii) a copy of the paid tuition bill must accompany each reimbursement request;
- (iv) reimbursement will be made based on the following schedule:
 - (a) 100% reimbursement for a grade of A,
 - (b) 75% reimbursement for a grade of B,
 - (c) 50% reimbursement for a grade of C,no reimbursement will be granted for a grade lower than C.

Any employee who is reimbursed for a given class must remain as an employee of the Village of Norridge for a minimum of (2) two years following completion date of the class. If any employee who has received tuition reimbursement voluntarily resigns or is terminated before the (2) two year requirement, he or she will have to repay the Village for any classes and costs associated with such classes taken within the last two years prior to the date of separation of employment.

Section 11.8: Reimbursements

Reimbursements of any expenses by the Village of Norridge must be submitted within three (3) months of the end of the calendar year in which the expenses are accrued.

Section 11.9: Employee Assistance Program

The Village of Norridge offers an Employee Assistance Program to all Full-Time employees. This program provides free, confidential assistance to employees and their families in order to assist in coping with everyday and acute problems of modern living. EAP covers a wide range of issues. The below list is not all-inclusive.

- Domestic Violence
- Career Issues
- Separation/Divorce
- Anger Issues
- Interpersonal Issues
- Depression
- Eating Disorder
- Alcohol Abuse
- Illegal Drug Abuse
- Prescription Drug Abuse
- Serious Illness
- Grief/Loss
- Family Conflict
- Mood Swings
- Child Issues
- Elder Issues
- Parenting
- Job “burnout”
- Stress
- Anxiety
- Communication

This program is provided by Perspectives®, an outside company. You may call 1-800-456-6327 to speak with a counselor or schedule an appointment at one of many office locations. You may also obtain wellness and education materials online at www.perspectivesltd.com. Please enter the following information in order to sign in:

User Name: WCM500

Password: perspectives

All employee contact with the EAP program is confidential. The Village of Norridge does not receive information as to which employees have contacted the EAP or for what reasons.

Section 11.10: Workers Compensation

Any work-related injury is subject to the Workers Compensation Laws of the State of Illinois. Any employee injured on the job must report the injury to his/her supervisor or the person in charge at the time of injury and must follow the guidelines outlined in Section 12.5, Post-Accident Policy.

Any employee who suspects workers compensation fraud should report the occurrence(s) to the State of Illinois Workers Compensation Fraud Unit or the Village’s worker’s compensation insurance carrier, Illinois Public Risk Fund. Below is their contact information:

- (a) State of Illinois Workers Compensation Fraud Unit
<http://insurance.illinois.gov/wcfu/> via “submit a complaint” link
100 W. Randolph Street
Suite 9-301
Chicago, IL 60601-3395
847-WCF-UNIT
- (b) Illinois Public Risk Fund
<http://www.iprf.com/>
3333 Warrenville Road
Suite 550
Lisle, IL 60532-4552
Toll-Free Telephone: 888-532-6981
Toll-Free Fax: 888-223-1638

Section 11.11: Unemployment Compensation

The Village of Norridge participates in the State of Illinois unemployment compensation insurance plan as required by law. All eligible employees are covered at no expense to them.

ARTICLE XII GENERAL PROVISIONS

Section 12.1: Driver's License/Telephone

Employees designated by the Village are required, as a condition of continued employment, to obtain and maintain an operating telephone and, to obtain and maintain a driver's license necessary and appropriate for employment-related use. Any employee required to maintain employment-related license must immediately notify Employer of suspension or loss of such license. The Village may conduct random driver's license and telephone checks once a year to ensure compliance.

Section 12.2: Residency

Effective September 1, 2011, all new hires, as a condition of employment, must maintain their place of abode within a fifteen (15) mile radius from the boundaries of the Village of Norridge, within six (6) months of successful completion of their probationary period. Failure to do so shall constitute grounds for immediate dismissal from employment.

However, an employee may be relieved of such residency requirement where the Village, in its sole and exclusive discretion, determines that special circumstances exist that justify such waiver due to the nature of the prevailing circumstances. The Village maintains the sole right to revoke such waiver if circumstances change which negate the reasons for such initial waiver.

Section 12.3: Employment of Immediate Family Members

In order to avoid an actual or potential conflict of interest in employee hiring, supervision and/or allocation of duties, employment and personnel decisions shall not be made on the basis of nepotism nor under circumstances which reasonably create the appearance of nepotism to the public.

Notwithstanding the foregoing and any restrictions set forth herein below in these Sections 12.3, 12.3.1, 12.3.2 and 12.3.3, Immediate Family Members of Elected Village Officials and Appointed Village Officials may serve on a Village advisory body that makes nonbinding recommendations to the Village Board of Trustees or serve on a Village board, committee or commission that does not make binding recommendations or determinations or take any final action.

Notwithstanding the foregoing and any restrictions set forth herein below in these Sections 12.3, 12.3.1, 12.3.2 and 12.3.3, Immediate Family Members of Village employees and Elected Village Officials and Appointed Village Officials may serve as uncompensated volunteers for Village projects and events on an *ad hoc* basis and may also partake in unpaid internships, if available and feasible.

(Revised August 25, 2021)

Section 12.3.1: Married Employees

The Village of Norridge prohibits the hiring of any spouse of any employee of the Village effective September 1, 2011. As of February 14, 2013, this also includes any persons in a civil union licensed by the State of Illinois.

Effective May 1, 2012, if any two Village employees marry, one of the employees must resign within ninety (90) days of the date of marriage or union.

Section 12.3.2: Immediate Family Members

Unless otherwise specified Elected Village Officials include the Village President, Village Trustees and Village Clerk.

Unless otherwise specified the term Appointed Officials includes all those currently holding appointive office in the Village on any boards, commissions or

committees of citizens (*e.g., ad hoc* committees) that are created by executive action, Village ordinance or resolution.

The Village of Norridge prohibits the hiring of any Immediate Family member of any employee of the Village effective July 24, 2019.

Unless otherwise specified, the term “Immediate Family” shall include the following members: spouse (including any persons in a civil union licensed by the State of Illinois), parents, grandparents, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, grandchildren and stepparents.

Effective July 24, 2019, if any Village employees become Immediate Family members to one another on or after this effective date, one of the employees must resign within ninety (90) days of such event.

Police Department civilian employees who are not members of a collective bargaining unit are covered by this Section 12 and are subject to its restrictions.

Example: If an employee of the Village (including civilian employees of the Police Department who are not members of a collective bargaining unit) marries a sworn Village police officer, forms a civil union with a sworn police officer, is and or becomes an Immediate Family member of a sworn police officer, the employee is covered by this Section 12 and must resign within ninety (90) days of such event.

Immediate Family Members of elected Village officials shall not be employed by the Village under any employment conditions, including temporary or seasonal work.

(Revised August 25, 2021)

Section 12.3.3: Exception - Members of Collective Bargaining Units

Village employees who are members of a collective bargaining unit are exempt from the policies included in this Section 12.3. *et seq.*

Example: If two sworn Village police officers marry one another, form a civil union, or are or become Immediate Family members (Immediate Family members as defined in Section 12.3.2 above) to one another, they are exempt from coverage of this Section 12.3. *et seq.*

(Revised August 25, 2021)

Section 12.4: Employer-Required Exams

An employee may be required to submit to psychological testing or a physical exam (at the expense of the Employer). Such exams will be scheduled during the employee’s regular workday; however, if such exams shall be outside of the employee’s workday, the employee will be eligible for overtime at his or her appropriate rate of pay.

Section 12.4a: Driver Policy

Employees assigned to driving duties ("drivers") must at all times meet the following criteria:

- drivers must have a current, valid Illinois driver's license;
- drivers must maintain a clean driving record, i.e., must remain insurable under our Village's liability insurance policy when hired, drivers must participate in the Village of Norridge Driver Safety Training Program and all drivers will recertify in that program every two years.

Any employee driving a Village of Norridge (hereinafter referred to as "Village") vehicle or driving on Village business must observe all safety, traffic, and criminal laws of this state. No driver may consume alcohol or illegal drugs while driving a Village vehicle, while on Village business, while in a Village vehicle, or prior to the employee's shift if such consumption would result in a detectable amount of alcohol or illegal drugs being present in the employee's system while on-duty. In addition, no driver may consume or use any substance, regardless of legality or prescription status, if by so doing, the driver's ability to safely operate a motor vehicle and carry out other work-related duties would be impaired or diminished. No driver, while on duty, may pick-up or transport non-employees while in a Village vehicle or on Village business, unless there is a work-related need to do so. Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited. No driver is allowed to use a cell phone while a Village vehicle is in motion. To use a personal or Village-issued cell phone for any reason, the driver, when safe, must pull off to the side of the road, even if they are using a hands-free device.

No employee shall operate a motor vehicle for more than twelve hours during a shift. Furthermore, there must be a ten hour break between the start of the next shift.

Anything a driver does in connection with the operation of any motor vehicle can affect that driver's fitness for duty or insurability as a driver. Regardless of fault, circumstance, on- or off-duty status, time, or place, any driver who is convicted of a traffic violation or is arrested by a law enforcement officer, or who is involved in any kind of accident while driving, must inform an appropriate supervisor about the incident immediately or as soon as possible thereafter. If the driver is on-duty at the time of the accident, the Village's Post Accident Policy also applies. Any penalty, fine, imprisonment, fee, or other adverse action imposed by a court in connection with such an incident must be reported immediately to an appropriate supervisor. In both of the above situations, the matter will be reported to the Village's insurance carrier so that a prompt decision on continued coverage of the employee can be made. The incident will also be referred to the Village Accident Review Board, for recommendation to the appropriate Department Head. The driver involved in an accident or convicted by a law enforcement official for violating a motor vehicle law must turn over any documentation relating to such incident as soon as possible to the employer, and must cooperate fully with the employer in verifying the information with other parties involved and with law enforcement authorities. While parking tickets will not affect a driver's insurability, any parking ticket issued on a Village vehicle that is being used for Village business should

be reported to an appropriate supervisor at the earliest possible opportunity. The driver is responsible for paying any parking ticket received.

Any employee who violates any part of this policy, or who becomes uninsurable as a driver, will be subject to reassignment and/or appropriate disciplinary action which may include termination, depending on the seriousness of the accident. All employees with driving duties must sign the following agreement:

I have read and understand the Village's Driver Policy, and I agree, in the event that I am ever found to be uninsurable, or that I lack a clean driving record or a valid and current driver's license, that, if necessary, I will accept whatever alternative assignment the Village may give me and that I understand that a reduction in pay, change in hours, change in duties, and/or change in work location may result from the reassignment. I further understand that the Village does not and cannot guarantee that any particular reassignment will be available in the event of a problem with my driver's license, driving record, or insurability as a driver, and that, if no reassignment is possible, termination of my employment may occur.

Section 12.5: Drug/Alcohol Testing

The Village of Norridge is committed to a drug-free workplace to maintain a safe, healthy, and productive work environment. In support of this commitment and to protect the general public, the Village may require any employees or any subcontractor using Village equipment or driving a Village vehicle to submit to a urinalysis test and/or other appropriate test on a random basis at a time and place designated by the Village. If an employee tests positive in any substance abuse test, the results shall be sent to both the employee and the Village. The employee shall be required to seek assistance through an assistance program at his/her cost. If the same employee tests positive a second time, the test results shall be submitted to the employee and the Village shall have the authority to implement appropriate discipline, including immediate discharge from further employment.

No employee shall be ordered to submit to a blood test, a breathalyzer test, or any other test to determine the percentage of alcohol in the blood for any reason except upon reasonable cause to believe that the employee has consumed alcoholic beverages immediately prior to reporting for duty or while on duty and that the employee's ability to perform his duties is thereby influenced or impaired.

Village Pace Bus drivers and Village Pace Bus Administrators shall abide by the Drug and Alcohol Testing procedures set forth by Pace, in addition to the Drug and Alcohol Testing procedure for the Village of Norridge, as stated above. A copy of these procedures is available from the Pace Coordinator.

Any infraction of this section by the employee shall subject him or her to appropriate discipline.

Section 12.6: Vehicular and Non-Vehicular Post-Accident Policy

Any employee injured while at work and while on duty or any employee involved in a motor vehicle accident of any kind while in a Village vehicle must go for an immediate medical exam, alcohol test and drug test to the nearest designated medical facility. Designated facilities and their hours of operation are listed in **Appendix K**.

The U.S. Healthworks Immediate Care Facility in Schiller Park Avenue should be used for minor injuries during the day shifts. Presence Health/Resurrection Immediate Care Center on Cumberland Ave, in Norridge, may also be used. If the injury is more serious or if the offices referenced above are closed, the employees should be sent or taken to the Resurrection Medical Center Emergency Room. These locations pertain when an employee's injury occurs within the Village limits. Please see **Appendix K** for details on the designated facilities.

The exam following an accident involving a vehicle shall automatically require drug and alcohol testing. The exam following a non-vehicular accident may require drug and alcohol testing, at the discretion of the employee's Supervisor.

Section 12.7: Reporting a Work Related Injury/Illness/Accident/Incident

Employees shall use the form located in **Appendix E** to report all work related injuries or illnesses – no matter how minor. The form shall be completed by employees as soon as possible, but no later than by the end of the employee's shift, and given to a supervisor for further action.

Supervisors should complete the Supervisor's Injury/Illness/Accident/Incident Investigation Form found in **Appendix F** within 24 hours of the event.

The Employee's Report and the Supervisor's Report shall be forwarded to the HR Coordinator.

Section 12.8: Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's performance of job duties, functions, responsibilities, or position as an employee and shall be subject to immediate discharge for any infraction hereof.

Any employee given a gift should notify his/her supervisor immediately.

See **Appendix G** for a copy of Ordinance No. 1478-04, adopted May 12, 2004, which implemented the Provisions of The State Officials and Employees Ethics Act in the Village of Norridge.

Section 12.9: Personal Use of Village Equipment

Employees shall not use Village vehicles and/or other equipment for personal use unless specifically authorized by their Department Head, who maintains the sole discretion to specify the terms and conditions for such use, as well as its duration. Failure to conform to this section shall constitute grounds for discipline, including immediate discharge.

Section 12.10: Limits of Privacy

The Village respects the personal privacy of its employees. However, because communications tools (defined in Section 13.1) are provided for the Village's business purposes, employee privacy rights in this context are extremely limited. Users of the Village's communications tools should have no expectation that any information transmitted over or stored in Village communications tools is or will remain private. These systems are owned and/or controlled by the Village and are accessible at all times by the Village without notice for maintenance, upgrades or any other business or lawful purposes. The Village has global passwords that permit it to access all material stored on communications tools, regardless of whether such material has been password-protected by the user.

The Village permits personal use of its communications tools with the express understanding that it reserves the right to review employee use of, and to inspect all material created by or stored on, these communications tools. Use of these tools constitutes each employee's permission for the Village to monitor communications and to access files that are made on or with these communications tools.

Section 12.11: Appearance Standards

The guidelines set below apply to all Village employees. Departments that are required to wear a uniform may also comply with the following guidelines:

All outer garments shall fit properly. Clothing shall be of appropriate size and properly laundered to present a neat, clean appearance.

Appropriate attire for male employees is slacks that are similar to Dockers or dress pants. Inappropriate slacks or pants are jeans, sweatpants, exercise pants and/or non-uniform shorts. Acceptable shirts include Oxford type, golf and banded collarless shirts. Inappropriate shirts are t-shirts and tank tops.

Appropriate attire for female employees are dress slacks, Capri's, dresses, skirts or dressy two-piece suits or sets. Dresses and skirts should be at a length at which you can sit comfortably in public. Mini-skirts, shorts, sun dresses and spaghetti-strap dresses are inappropriate for the office. Inappropriate slacks or pants are jeans, sweatpants, exercise pants, leggings and/or non-uniformed shorts. Dress shirts, blouses, sweaters and turtlenecks are acceptable shirts. Inappropriate shirts include t-shirts, sweatshirts, tank tops, midriff tops, halter tops, tops with bare shoulders or plunging necklines.

Appropriate shoes should be worn in the office. During summer months, open-toe shoes and sandals are acceptable. Inappropriate shoes include flip flops.

All employees should maintain a clean and groomed appearance. Hairstyles, hair color, beards, moustaches, sideburns, and other appearance-related items should present a neat and professional style as determined by the employee's supervisor.

Certain circumstances (e.g., snowstorm, moving days, Saturdays, "Casual Friday", etc.) may warrant relaxing the dress code policy at the discretion of management. For Casual Friday jeans are permitted but must be full length denim jeans only, in good condition, no holes, no capris, crop, leggings and/or stretch pants, and these must be worn with a Village issued button down shirt. Each employee will receive two shirts to start, in your choice of a short sleeve, ¾ sleeve or long sleeve shirt in either blue or white (or any combination that equals two shirts).

Department Heads are responsible for ensuring that employees know, understand and adhere to this policy directive. Department Heads are the final authority on the appropriateness of an employee's attire.

If an item of clothing is deemed to be inappropriate for the office by the Department Head, the violation will be immediately brought to the attention of the employee with a verbal warning. The verbal warning regarding a dress code violation should be discussed in private with the employee. Repeated disregard for the dress code policy may result in disciplinary action up to and including termination. Department Heads should utilize the Employee Warning Notice located in **Appendix H** to document each violation.

(Revised August 25, 2021)

Section 12.12: Security and Keys

The Village of Norridge has the utmost concern for the protection of its property and information contained within. Employees who are assigned keys, key cards, access codes, safe combinations or other means of access to Village property, in connection with their job responsibilities, must exercise sound judgment and discretion to protect against theft or loss. Employees must immediately report any loss of keys, key cards, access codes or safe combinations to their Department Head. Failure to do

so may result in disciplinary action, up to and including dismissal. Keys, key cards, access codes or safe combinations may not be transferred from one employee to another without the prior written authorization by the Department Head.

Section 12:13 No-Smoking Policy

It shall be unlawful to smoke inside any building owned by the Village of Norridge at anytime. Furthermore, it shall be a violation to smoke in any municipal-owned vehicle.

Section 12.14: No-Solicitation Policy

There shall be no solicitation and/or distribution of material by employees or members of the general public during employees work time (on-duty status) unless it is an approved Village-sponsored activity. Work time refers to that portion of the workday wherein an employee is performing actual duties and does not include such times as lunch and/or break periods.

Solicitation includes, but is not limited to buying or selling items, seeking contributions to charities and offering tickets or memberships to organizations.

Section 12.15: Secondary/Outside Employment Policy

Any full-time or permanent part-time employee who wishes to engage in secondary/outside employment must annually have prior approval from his/her Department Head.

For purposes of this policy, secondary/outside employment is defined as any activity involving the production of sale of goods, the provision of services, the performance of intellectual or creative work for pay in either an employer/employee relationship or in a self-employment capacity such as an independent contractor.

Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below:

- (i) Activities and conduct away from the job must not compete, conflict with or compromise the Village of Norridge interests or adversely affect job performance and the ability to fulfill all responsibilities to the Village of Norridge.
- (ii) Employees are prohibited from performing any services for residents, vendors or customers on nonworking time that are normally performed by the Village of Norridge or its affiliates. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information.

- (iii) Employees are not to solicit or conduct any outside business during paid working time.
- (iv) Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to work, refusal to work overtime or different hours.
- (v) Employees who have accepted outside employment may not use paid sick leave to work on any outside jobs. Fraudulent use of sick leave will result in disciplinary action up to and including termination.
- (vi) If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, disciplinary procedures will be followed.

A secondary/outside employment request form can be found in **Appendix J** and will be reviewed annually.

Section 12.16: Concealed Carry

The purpose of this policy is to establish guidelines concerning persons carrying concealed firearms under the provisions of the Illinois Firearm Concealed Carry Act.

It is the policy of the Village of Norridge to comply with provisions of the Illinois Firearm Concealed Carry Act (PA098-0063). Employees shall familiarize themselves with said act and the procedures established in this policy due to restrictions placed on licensees, changes in weapons law, and the specific responsibilities placed on law enforcement agencies administering said act. Employees shall abide by the restrictions placed on them regarding the Concealed Carry Act while on duty with the Village of Norridge.

12.16.1: Definitions:

- A. *Concealed Carry License*: A license issued by the Illinois State Police to carry a concealed handgun. Also referred to as a Concealed Carry License (CCL).
- B. *Concealed Firearm*: For purposes of the Firearm Concealed Carry Act, a loaded or unloaded handgun carried on or about a person that is completely or mostly concealed from view of the public or on or about a person within a vehicle.
- C. *Firearm Owner's Identification Card (FOID)*: (430 ILCS 65) A card issued by the Illinois State Police which allows residents of the State of Illinois to possess or purchase firearms or ammunition.

- D. *Handgun:* The Firearm Concealed Carry Act pertains to handguns only, which are designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand. Pursuant to said act, handgun does not include: a stun gun or TASER, machine gun, short barreled rifle or shot gun, pneumatic gun, spring gun, paint ball gun or bb gun.
- E. *Licensee:* A person issued a license to carry a concealed handgun.

12.16.2: Firearm Concealed Carry Act:

- A. Allows individuals with possession of a concealed carry license (CCL) in the State of Illinois to carry loaded or unloaded concealed handgun(s), fully concealed or partially concealed, on or about his/her person.
- B. Allows individuals with possession of said license to keep or carry loaded or unloaded concealed handgun(s) on or about his/her person within a vehicle.
- C. Preempts a city's municipal home rule authority to regulate the licensing and registration of handguns, the possession of handguns by individuals who have a valid firearm owner's identification card (FOID) or concealed carry license (CCL), and the transportation of any type of firearm.
- D. Amendments/Exceptions to the Illinois Criminal Code include:
 - 1. Unlawful Use of a Weapon (720 ILCS) 5/24-2), the prohibition on carry on person, vehicle or upon public way/land does not apply to a person carrying a concealed handgun if the person has a valid CCL.
 - 2. Aggravated Unlawful Use of a Weapon (720 ILCS 5/24-1), the prohibition on carrying a handgun on his/her person, vehicle, on the public way/lands, and the ammunition was immediately accessible and the handgun is uncased, loaded and immediately available does not apply to a person carrying a concealed handgun if the person has a valid CCL.
 - 3. If the person is in possession of immediately accessible ammunition and a firearm other than a handgun, as defined in this policy, he/she may be charged with Unlawful Use of a Weapon or Aggravated Unlawful Use of a Weapon.
- E. Prohibited Locations:
 - 1. Pursuant to the Firearm Concealed Carry Act, a licensee shall not knowingly carry a concealed handgun into the following prohibited areas:
 - a. Any building, real property, and parking area under the

- control of a public or private elementary or secondary school.
- b. Any building, real property, and parking area under the control of a preschool or child care facility, including any room or portion of a building under the control of a preschool or child care facility.
 - c. Any building, parking area, or portion of a building under the control of an officer of the executive or legislative branch of government, provided that nothing in this paragraph shall prohibit a licensee from carrying a concealed handgun onto the real property, bikeway, or trail in a park regulated by the Illinois Department of Natural Resources or any other designated public hunting area.
 - d. Any building designated for matters before a circuit court, appellate court, or the Supreme Court, or any building or portion of a building under the control of the Supreme Court.
 - e. Any building or portion of a building under the control of a unit of local government.
 - f. Any building, real property, and parking area under the control of an adult or juvenile detention or correctional institution, prison, or jail.
 - g. Any building, real property, and parking area under the control of a public or private hospital or hospital affiliate, mental health facility, or nursing home.
 - h. Any bus, train, or form of transportation paid for in whole or in part with public funds, and any building, real property, and parking area under the control of a public transportation facility paid for in whole or in part with public funds.
 - i. Any building, real property, and parking area under the control of an establishment that serves alcohol on its premises, if more than 50% of gross receipts are from the sale of alcohol.
 - j. Any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business or vehicle.
 - k. Any building or real property that has been issued a Special Event Retailer's License as defined in section 1-3.17.1 of the Liquor Control Act during the time designated for the sale of alcohol by the Special Event Retailer's License, or a special use permit license as defined in subsection (q) of section 5-1 of the Liquor Control Act during the time designated for the sale of alcohol by the license.
 - l. Any public playground.

- m. Any public park, athletic area, or athletic facility under the control of a municipality or park district, provided nothing in this section shall prohibit a licensee from carrying a concealed handgun while on a trail or bikeway if only a portion of the trail or bikeway includes a public park.
 - n. Any real property under the control of the Forest Preserve Districts.
 - o. Any building, classroom, laboratory, medical clinic, hospital, artistic venue, athletic venue, entertainment venue, officially recognized university-related organization property, whether owned or leased, and any real property, including parking areas, sidewalks, and common areas under the control of a public or private community college, college, or university.
 - p. Any building, real property, or parking area under the control of a gaming facility licensed under the Riverboat Gambling Act or the Illinois Horse Racing Act of 1975, including an inter-track wagering location licensee.
 - q. Any stadium, arena, or the real property or parking area under the control of a stadium, arena, or any collegiate or professional sporting event.
 - r. Any building, real property, or parking area under the control of a public library.
 - s. Any building, real property or parking area under the control of an airport.
 - t. Any building, real property, or parking area under the control of an amusement park.
 - u. Any building, real property, or parking area under the control of a zoo or museum.
 - v. Any street, driveway, parking area, property, building, or facility, owned, leased, controlled, or used by a nuclear energy, storage, weapons, or development site or facility regulated by the Federal Nuclear Regulatory Commission. The licensee shall not under any circumstance store a handgun or ammunition in his/her vehicle or in a compartment or container within a vehicle located anywhere in or on the street, driveway, parking area, property, building, or facility described in this paragraph.
 - w. Any area where firearms are prohibited under federal law.
2. Private Property: The owner of private real property of any type may prohibit the carrying of concealed firearms on the property under his or her control. The owner must post a sign at the entrance(s) in accordance with the Act, indicating that firearms are prohibited on the property, unless the property is a private residence. The sign is available for public use through the Illinois State Police website.

3. **Situational Restrictions:** A CCL licensee is prohibited from carrying a concealed firearm while under the influence of alcohol, other drug or drugs, intoxicating compound or combination of compounds, or any combination thereof, under the standards set forth in subsection (a) of Section 11-501 of the Illinois Vehicle Code. The Department may charge the licensee with a Class A misdemeanor for the first and second violation, a Class 4 felony for the third violation. The ISP may suspend the CCL for up to six months for the second violation and permanently revoked for the third violation. The firearm(s) should be seized and entered into Property Control as evidence.
- F. **Exceptions to Prohibited Areas:**
1. A CCL licensee shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area of a prohibited area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area.
 2. A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.
 3. For purposes of this exception, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.
 4. A CCL licensee shall be permitted to carry a concealed firearm while he or she is traveling along a public right of way that touches or crosses any of the prohibited areas if the concealed firearm is carried on his or her person in accordance with the provisions of the Act or is being transported in a vehicle by the licensee in accordance with all other applicable provisions of law.

12.16.3: Concealed Carry License Requirements

- A. A CCL licensee is required to be in possession of his/her license at all times when carrying a loaded, concealed handgun.
- B. A CCL licensee is not required to be in possession of his/her license during the following circumstances:
 1. When the licensee carries or possess a concealed handgun on

- his/her land or in his or her abode, or fixed place of business.
2. When the licensee carries or possesses a concealed handgun on the land or in the legal dwelling of another person as an invitee with that person's permission.
 3. The handgun is broken or in a non-functioning state, is not immediately accessible or is unloaded and enclosed in a case.
- C. During investigatory stops, to include traffic stops, a licensee carrying a concealed handgun, upon the request of an officer must disclose that he/she is in the possession of a CCL pursuant to the Firearm Concealed Carry Act, and must present the CCL and FOID card, and identify the location of the concealed handgun.
- D. Failure to carry a valid CCL is a violation of the Firearm Concealed Carry Act; it is not an Unlawful Use of a Weapon violation.
- E. The act does not require those already exempt pursuant to the Unlawful Use of a Weapon statute (720 ILCS 5/24-2).
- F. Active duty peace officers are not required to carry a CCL.
- G. Retired police officers are not required to carry a CCL as they fall under the Illinois Retired Officer Concealed Carry Program.
- H. The Illinois State Police, hereinafter referred to as ISP, is responsible for issuing concealed carry licenses, hereinafter referred to as CCL. To learn about the application process, view the ISP website at <http://www.isp.state.il.us/firearms/ccw/ccw-faq.cfm>.
- I. The ISP maintains a database of CCL applicants and licensees. The database is available to all federal, state and local law enforcement agencies, to include the state's attorney's office, the attorney general, and authorized court personnel. Information contained in the database may not be provided to a requestor, unless entitled by law.
- J. The Crisis Intervention Team Supervisor and the Criminal Intelligence Officer will review the database on a monthly basis to check for applicants that the department has reasonable suspicion to believe is a danger to themselves or others, or a threat to public safety.
- J. The department may submit an objection to a license applicant. The objection must be submitted by the Chief of Police or designee within 30 days after the entry of an applicant into the database. The objection must contain information or documents to support the department's concerns. The ISP form Concealed Carry License-Law Enforcement Objection Registration must be submitted. If the department submits the objection

within the above mentioned time frame, the ISP will submit the objection and all information related to the application to the Concealed Carry Licensing Review Board within 10 days of completing all necessary background checks. The Board may request additional information or testimony from the department. Within 30 days of receipt of the department's objection or additional information provided by the applicant, the Board shall render a decision. To view exceptions to this time frame, refer to the Firearm Concealed Carry Act. The Act does not require the ISP to provide status updates to the department's objections.

12.16.4: Revocation or Suspension of Concealed Carry License

- A. A CCL shall be suspended if an order of protection, including an emergency order of protection, plenary order of protection, or interim order of protection under Article 112A of the Code of Criminal Procedure of 1963 or under the Illinois Domestic Violence Act of 1986, is issued against a licensee for the duration of the order. When an order of protection is issued, the licensee shall surrender his/her CCL to the court at the time the order is entered or to the County Sheriff's Office or to the entity responsible for serving the order. On occasion, the Department is called upon to serve an emergency order of protection. Within seven days of serving the order, the Department shall notify the ISP and transmit the offender's CCL. Form not yet released by ISP.
- B. When a CCL is revoked, suspended, or denied shall, within 48 hours of receiving notice of such, the licensee shall surrender his/her license to the department; if the licensee resides in another jurisdiction, he/she shall be referred to the appropriate police department having jurisdiction. The in-taking employee shall provide the licensee with a receipt and transmit the CCL to the ISP. (The FOID/CCL Transmit Form can be the receipt)
- C. If the licensee fails to comply with the requirement outlined in section B, the Department may petition the court to issue a warrant to search for and seize the CCL. The observation of a revoked, suspended, or denied CCL in the possession of the licensee constitutes basis for the arrest of the licensee, which under the Firearm Concealed Act is a Class A misdemeanor.

12.16.5: Safekeeping of Firearms

- A. Situations may arise where an outside agency encounters a firearm possessed by a CCL licensee. These situations may include, but are not limited to, medical emergencies involving a local fire protection district, private ambulance service, funeral home or local medical office.

- B. The Department shall assist in these situations upon request by taking custody of the firearm and ammunition and transporting them in a secure container to the department where they will be placed into Property Control for safekeeping. A receipt shall be issued to the CCL licensee. All evidence packaging and storage procedures relating to firearms and ammunition shall apply. Refer to Technical Services Order 502-Evidence and Property Control.
- C. The CCL licensee may retrieve the items at a later time by contacting the Property Custodian and providing a current CCL license and valid FOID card. In cases involving the death of the CCL licensee, the licensee's heirs or executor may retrieve the items by providing proof of death and a valid FOID card, and/or an order of Court.
- D. In cases where the Department is holding firearms for safekeeping for domestic violence incidents or pursuant to an Order of Protection, upon expiration of the period of safekeeping, if the firearms or Firearm Owner's Identification Card cannot be returned to respondent because respondent cannot be located, fails to respond to requests to retrieve the firearms, or is not lawfully eligible to possess a firearm, upon petition from the local law enforcement agency, the court may order the local law enforcement agency to destroy the firearms, use the firearms for training purposes, or for any other application as deemed appropriate by the local law enforcement agency; or that the firearms be turned over to a third party who is lawfully eligible to possess firearms, and who does not reside with respondent. (725 ILCS 5/112A-14(b)14.5(D))

12.16.6: Employee Restrictions

- A. Sworn employees are not required to carry a CCL.
- B. Civilian employees who obtain a CCL shall not carry a firearm while on duty for the Village of Norridge.
- C. Employees, other than law enforcement officers specifically authorized to carry a firearm, are prohibited from possessing, carrying or otherwise having control of or using firearms on their person in work areas, including any buildings owned or leased by the Village, in the performance of duties for the Village, whether on or off of Village property. The prohibitions of this policy extend to all Village work areas which includes Village vehicles and parking areas designated for employee use only.
- D. A civilian employee with a valid license to carry a concealed firearm who chooses to carry that firearm while driving to and from should park in designated street spots and otherwise must secure his or her firearm and

ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle or in the vehicle's trunk in the parking area, in accordance with State law.

ARTICLE XIII

ELECTRONIC COMMUNICATIONS AND RECORDS RETENTION POLICY

Section 13.1: Electronic Communications

These are the policy and procedures of the Village of Norridge regarding the use of electronic communications in the daily business operations of the Village. Advancements in electronic communication and information technology are made on a daily basis. These advancements provide better ways for employees to communicate with customers and residents and provide instantaneous access to Village information. Over the past several years, the Village has put substantial investment into upgrading many of its systems and has put a focus on establishing more efficient ways of carrying out daily job-related duties. While the Village encourages the use of its systems, employee responsibility comes along with these advancements. Inappropriate use of these systems can have dramatic consequences, often harming employees, customers, and, more importantly, our residents. The goal of this policy is to ensure the safety and security of the Village's electronic network. The policy addresses the appropriate use of electronic communications tools at the Village.

The communications tools include, but are not limited to:

- Desktop Phone - internal phone system
- Voicemail
- Cellular Telephones, PDAs and Pagers
- E-mail Systems
- Fax Machines
- Servers, Laptops and Desktop computers
- Software licensed to the Village
- All internal and external computer and communication networks (such as internet access facilities, browsers, commercial on-line services, E-mail systems) accessible directly or indirectly from the Village's computer network.

Any communications made by any employee using any Village equipment is subject to the Freedom of Information Act.

Section 13.2: Transmitting Confidential Information

Employees also have a responsibility to protect from disclosure, at all times, both our customers' and residents' privileged and confidential information from disclosure

and any confidential information pertaining to the Village or its employees. In recognition of this significant responsibility, the Village's communications tools, especially its E-Mail system, should not be used to transmit confidential communications. Most E-Mail is sent over the Internet, which is not a secure means of communication. There is a possibility that E-Mail messages may be intercepted and read by others than the party to whom they are addressed.

Moreover, it is difficult, if not impossible, to remove E-Mail messages from the system with certainty. This means that E-Mail, even internal E-Mail messages, may be subject to discovery in future litigation. There is also a possibility that, when documents are transmitted electronically, the person receiving the document may retrieve earlier drafts of the documents thought to have been deleted. Accordingly, extreme care must be taken when using E-Mail to transmit confidential communications, even internally.

Section 13.3: Use of Village Computer Systems

Village computer systems and software may be used only for appropriate business purposes. Except as otherwise provided below, employees are not allowed to use the computer system for their personal benefit. Employees are strictly forbidden from installing software on the system. Village employees should have no expectation of privacy with respect to any computer hardware, software, or other computer or electronic means of communication or storage, whether or not the employees have private access or an entry code into the computer system. The Village reserves the right to monitor the use of its computer system.

Subject to approval from the employee's department head, an employee's occasional use of Village computer facilities for personal use and outside projects may be acceptable. Be aware that the Village may purge or delete files on its computer system at any time, without notice, and is not responsible for the loss of any personal files or outside project files. Any use of the Village's system for personal purposes must occur outside of the employee's working time, and any files created are to be deleted at the end of the project or personal use. Also, because of the normal heavy load on the system, personal use and outside projects will not receive priority over operational requirements, system maintenance, or file back-up.

It is important to remember that all user files and copies of program information reside on Village servers so that back-ups are performed on a regular basis. Users should not store files on local hard drives since they will not be backed up. Also, users are prohibited from installing programs on local hard drives without the consent of the Information Technology Coordinator.

Section 13.4: E-mail Use Policy

Every Village of Norridge employee is responsible for using the electronic mail (E-mail) system properly and in accordance with Village policy. Any questions about this policy should be addressed to the employee's immediate supervisor. The E-mail system is the property of the Village of Norridge. It has been provided by the Village of Norridge for use in conducting Village of Norridge business. All communications and information transmitted by, received from, or stored in this system are for Village of Norridge purposes only. Occasional and reasonable personal use is permitted, provided that this does not interfere with the performance of work duties and responsibilities.

Employees have no right of personal privacy in any matter stored in, created on, received, or sent over the Village of Norridge E-mail system. The Village of Norridge, in its discretion as owner of the E-mail system, may exercise the right to monitor, access, retrieve and delete any matter stored in, created, received or sent over the E-mail system, for any reason and without the permission of any employee.

Even if employees use a password to access the E-mail system, there is no confidentiality of any message stored in, created, received, or sent from the Village of Norridge E-mail system. Use of passwords or other security measures do not in any way diminish the Village of Norridge's rights to access materials on its system, nor do they create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Village of Norridge, as E-mail files may need to be accessed by the Village of Norridge in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the message from the system. All E-mail messages are stored on a central back-up system in the normal course of data management. Even though the Village of Norridge has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees shall not retrieve or read any E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the Department Head.

E-mail messages should be transmitted only to those individuals who have a business need to receive them. Distribution lists should be construed and used carefully. E-mail distribution lists should be kept current and updated regularly to reflect changes in responsibility or employment status.

Employees may not intentionally encode or encrypt files sent by E-mail unless directed to do so by their Department Head.

E-mail messages must clearly disclose the originator, sender, and intended recipient. Any employee receiving an E-mail message by mistake should stop reading

as soon as the employee realizes it was not meant for him or her and notify the sender or the Information Technology Coordinator immediately. It is not permissible to purposely read communications intended for another person without the permission of that person or of the person's Department Head. Village employees forwarding an E-mail message originated by someone else shall not make changes to that message without clearly disclosing that they have done so. Electronic forgery (misrepresenting one's identity while using email or the Internet communications systems) is expressly forbidden.

Care shall be taken in composing E-mail messages because anything in an E-mail message might someday be:

- a. posted on a bulletin board,
- b. used in a lawsuit, or
- c. shared with the wrong person.

E-mail messages may be discoverable by parties opposing the Village of Norridge with respect to a legal claim or lawsuit. The same standards should be utilized for the creation of E-mail messages as would be utilized for other Village of Norridge correspondence or memoranda. E-mail messages necessarily reflect upon the Village.

Federal civil rights laws, The Illinois Human Rights Act, and the Village of Norridge's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those laws or policies is grounds for discipline up to and including dismissal. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The E-mail system shall not be used to solicit for religious or political causes, commercial enterprises, events, outside organizations, or other non-job related solicitations.

An employee uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consulting the employee's Department Head.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Village of Norridge letterhead. Any employee who discovers misuse of the E-mail system should immediately contact his/her Department Head.

In addition, because our system resources are not unlimited, it is possible to unfairly (or unknowingly) monopolize such resources to the exclusion of others.

Accordingly, activities such as sending mass e-mails or e-mails with large attachments that are not business-related, or sending chain e-mails are prohibited.

Each user should limit the use of the Village E-mail address to business-like purposes. Since no laws exist governing spam, employees are responsible for their own E-mail address and its use.

Section 13.5: Internet Use Policy

The Village provides its employees with Internet access as required for the performance and fulfillment of job responsibilities.

Employees must understand that this access is for the purpose of increasing productivity and not for non-business activities. Employees must also understand that any connection to the Internet offers an opportunity for non-authorized users to view or access Village information. Therefore, it is important that all connections be secure, controlled, and monitored.

To this end, Village employees should have no expectation of privacy while using Village equipment. Information passing through or stored on Village equipment can and will be monitored. Users should also understand that Village maintains the right to monitor and review Internet use.

Permitted use: The Internet connection of the Village is primarily for business use. Occasional and reasonable personal use is permitted, provided that this does not interfere with the performance of work duties and responsibilities.

Employees may use the Village's Internet services for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not for personal financial gain.

The Village requests that personal E-mail not be read in the office and that any personal E-mail you receive be forwarded to a non-business account to be viewed at your leisure.

Prohibited use: Employees shall not use the Village's Internet services to view, download, save, receive, or send material related to or including, but not limited to:

- Offensive content of any kind, including sexually explicit messages or images or pornographic material.
- Promoting discrimination on the basis of race, gender, national origin, age, marital status, sexual orientation, religion, or disability.
- Threatening or violent behavior.
- Illegal activities.
- Commercial messages.
- Messages of a religious, political, or racial nature.

- Gambling.
- Sports, entertainment, and job information and/or sites.
- Personal financial gain.
- Material protected under copyright laws.
- Sending business-sensitive information over the Internet.
- Opening files received from the Internet without performing a virus scan.

Employees may not use the Village's Internet connection to download games, music, or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Responsibilities: Village employees are responsible for:

- Honoring acceptable use policies of networks accessed through the Internet.
- Abiding by existing federal, state, and local telecommunications and networking laws and regulations.
- Following copyright laws regarding protected commercial software or intellectual property.
- Minimizing unnecessary network traffic that may interfere with the ability of others to make effective use of Village network resources.
- Not overloading networks with excessive data or wasting Village's other technical resources.

Section 13.6: Social Networking Policy

The Village of Norridge takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the Village to protect itself from unauthorized disclosure of information. This policy includes rules and guidelines for company-authorized social networking and personal social networking, and applies to all employees of this organization as defined in Section 2.1.

Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with this organization.

Unless specifically instructed, employees are not authorized, and are therefore restricted, to speak on behalf of this organization. Employees are reminded not to discuss confidential information or information pertaining to the Village and its employees or any work-related matters, whether confidential or not, outside of company-authorized communications. Employees are expected to protect the privacy of this organization and its employees and clients and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access.

The Village of Norridge respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation, and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. Employees are personally responsible for the commentary on blogs and social networking sites. The following are stipulations for using these sites:

- Employees can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just this organization.
- Employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with this organization.
- Employees cannot post on personal blogs or other sites the name, trademark or logo of this organization or those of any business with a connection to this organization.
- Employees cannot post company-privileged information, including copyrighted information or company-issued documents.
- Employees cannot post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers, nor can employees post photographs of persons engaged in company business or at company events.
- Employees cannot link from a personal blog or social networking site to this organization's internal or external web site.
- If contacted by the media or press about their post that relates to this organization's business, employees are required to speak with their Supervisor before responding.

Employees are cautioned that they should have no expectation of privacy while using the Internet. Postings can be reviewed by anyone, including the Village of Norridge. We reserve the right to monitor comments or discussions about the Village, its employees, its clients and the industry. We use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

The Village of Norridge reserves the right to use content management tools to monitor, review or block content on company blogs that violate company blogging rules and guidelines.

We request and strongly urge employees to report any violations or possible or perceived violations to Department Heads, or the HR department. Violations include discussions about this organization and its employees and clients, any discussion of proprietary information and any unlawful activity related to blogging or social networking.

If social networking is allowed as part of the Village, it is the goal that authorized social networking and blogging be used to promote web-based sharing of ideas and

exchange of information. Authorized social networking and blogging is used to convey information about services and updates, promote and to raise awareness of the organization.

When social networking, blogging or using other forms of web-based forums, this organization expects that use of these communications maintains our identity, integrity and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

Section 13.7: Voice Mail Policy

Voice Mail belongs to the Village, and is an important component of the Village's business records. A voice mail system is provided by the Village for employees to perform Village-related work. All communications and information transmitted from, received by, or stored in this system are Village property. Although the Village does not routinely monitor voice mail, we reserve the right to review them for proper reasons, including to finding lost messages or to investigate wrongful acts.

Employees may use voice mail for personal communications that do not interfere with or conflict with business use.

Employees should also use professional and courteous greetings on their Voice Mail boxes so as to properly represent the Village to outside callers. It is important to remember that by using this system you are a reflection of the Village's image.

Section 13.8: Telephone Usage

The telephone on occasion maybe used for personal purposes. Personal use is permitted so long as it does not interfere with the performance of an employee's job and/or the transaction of Village business, consume significant resources, give rise to more than nominal additional costs or interfere with the activities of other employees of the Village.

Section 13.9: Cellular Telephone Usage

As with the telephone, there may be occasion to use these facilities for personal purposes. Personal use is permitted so long as it does not interfere with the performance of an employee's job and/or the transaction of Village business, consume significant resources, give rise to more than nominal additional costs or interfere with the activities of other employees of the Village.

The employee is to abide by all laws governing cellular phones. Per the Village of Norridge, employees are not to be driving while on a Village-provided cellular phone.

Employees, while operating Village vehicles, should not be using personal cellular phones.

The same rules apply to texting and any data transmission. Employees are not to be driving while texting or be involved in data transmission on a Village-provided cellular phone nor on a personal cellular phone.

Employees are responsible for the care and maintenance of cellular phones assigned to them. Any damaged, malfunctioning or lost cellular phone must be reported to the employee's Supervisor immediately so that the necessary repairs or replacement may be made in accordance with established administrative procedures. Employees are responsible for damage or loss of Village-owned cellular phone and if found to be negligent, may be required to replace the phone and/or face disciplinary action.

A Village-provided cellular phone is a privilege and not a right and may be withdrawn by your Department Head if abused.

ARTICLE XIV **NON-DISCRIMINATION**

Section 14.1: Equal Employment Opportunity

The Village of Norridge is committed to equal employment opportunities (EEO) for all. Employment and promotion are based upon personal capabilities and qualifications without regard to race, color, religion, sex, national origin, age, sexual orientation, handicap or disability, status as a Vietnam-era or special disabled veteran, or union activities, in accordance with all applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Section 14.2: Americans With Disabilities Policy Statement

The Village of Norridge is committed to complying with all applicable provisions of the Americans With Disabilities Act (ADA). It is the Village's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Village will provide reasonable accommodations to a qualified individual with a disability, provided that such accommodation does not constitute an undue hardship to the Village. Any employee with a disability who believes that he/she

needs a reasonable accommodation to perform the essential functions of his/her job should contact his/her Department Head.

Section 14.3: Non-Discrimination

The Village shall not discriminate against employees, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to: race, color, sex, age, sexual orientation, religion, disability, or national origin of the employee; nor activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Village shall comply with all applicable laws. Employees shall not be assigned or re-assigned nor have any of their duties changed for reasons prohibited by this section.

Section 14.4: Appeal

Any employee subject to discriminatory action by a Village representative is urged to immediately appeal such offensive conduct directly to the attention of their Department Head or member of the Board of Trustees Committee responsible for oversight of his/her Department. Any such discriminatory or harassing conduct is strictly prohibited by the Village of Norridge and shall be investigated and acted upon appropriately under the circumstances. No employee truthfully alleging any such misconduct shall be subject to retribution or recrimination by any employee of the Village.

ARTICLE XV ANTI-HARASSMENT POLICY

Section 15.1: Anti-Harassment Policy

It is the policy of the Village of Norridge that all employees have a right to work in an environment free of discrimination, which encompasses freedom from harassment based on race, ethnicity or national origin, disability, religion, age, sex, and/or sexual orientation. **It is against the policies of the Village, and illegal under state and federal law, for any employee, male or female, to harass another employee, male or female, based on race, ethnicity or national origin, disability, religion, age, sex, and/or sexual orientation.** The Village is committed to providing a workplace free from this unlawful conduct. All employees at all levels of the Village must avoid offensive or inappropriate harassing behavior at work, and will be held responsible for ensuring that the workplace is free from harassment. Moreover, retaliation against any individual who has complained of unlawful harassment or cooperated in an investigation of alleged unlawful harassment is unlawful and will not be tolerated.

Because the Village takes allegations of unlawful harassment seriously, we will respond promptly to complaints. Where it is determined that inappropriate conduct has occurred, the Village will act promptly to eliminate the conduct and impose any necessary corrective action, including disciplinary action where appropriate.

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 Norridge to prohibit harassment of any person by any Village official, Village agent, Village employee or Village agency or office on the basis of sex or gender. All Village officials, Village agents, Village employees and Village agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

Section 15.2: Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. 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:

- (1) Submission to that conduct is made either explicitly or implicitly a term or condition of employment;
- (2) Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
- (3) The conduct has the purpose or effect of substantially interfering with an individual's work performance or of creating an intimidating, hostile, or offensive working environment.

Harassment does not generally encompass conduct of a socially acceptable nature; however, some conduct that is appropriate in a social setting may be inappropriate in the workplace. Sexual harassment may occur when behavior of a sexual nature is directed toward an employee who finds that behavior unwelcome and offensive. Harassment may also occur when behavior fails to respect the rights of others, is demeaning, or lowers morale. The victim's acquiescence in the behavior will not negate the existence of the harassment.

Examples of sexual harassment **include, but are not limited to the following**, when such acts or behaviors come within one of the three definitions set forth above:

- Either explicitly or implicitly conditioning any term of employment (e.g., continued employment, wages, evaluations, advancement, assigned shifts or duties) on the provision of sexual favors;
- Physical conduct such as touching or grabbing a sexual part of an employee's body or touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault;
- Touching or grabbing any part of an employee's body after that person has indicated, or it is known, that such physical contact is unwelcome;
- Verbal conduct such as: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates or continuing to ask an employee to socialize on or off-duty when that person has indicated that he/she is not interested, or statements about other employees, even outside of their presence, of a sexual nature;
- Non-verbal conduct such as leering or making sexual gestures or suggestive or insulting sounds (whistling), obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises;
- Visual display of or transmitting sexually suggestive pictures, objects, cartoons, posters; signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites;
- 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);
- Writing sexually suggestive notes or letters;
- Telling sexual jokes or using sexually vulgar or explicit language;
- Retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g., ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- Making derogatory or provoking remarks about or relating to an employee's sex, sexual orientation, or sexual activities;
- Commenting on an employee's body;
- Making inquiries into an employee's sexual experiences;
- Discussing or gossiping about one's own sexual activities or those of another employee; or
- Engaging in any off-duty conduct that falls into one of the above three definitions and affects the work environment.

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."

Section 15.3: Individuals Covered Under the Policy

This policy applies to all Village employees and elected/appointed officials, boards, committees and commissions. The Village of Norridge will not tolerate, condone, or allow harassment, whether engaged in by fellow employees, supervisors, elected officials, suppliers, vendors, or other non-employees who conduct business with or provide services to the Village. We encourage you to report all incidents of harassment, regardless of who the offender may be.

Section 15.4: Reporting Procedures

Any employee who believes that he/she has been subjected to unlawful harassment, or has witnessed such conduct in the Village workplace, should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending person or employee, and the immediate supervisor of the employee making the complaint. It is not necessary for sexual harassment to be directed at the person making the report.

A. Speak up

If you believe that you have been the target of, or witness to, unlawful harassment, or believe that you have been subjected to retaliation for having brought or supported a complaint of harassment, you should not ignore or tolerate such behavior. The Village encourages you to directly inform the offending person or persons that such conduct is offensive and must stop. Often, a clear statement to the person engaging in the offensive behavior is all that is necessary to stop the conduct. However, if you are not comfortable taking this step, we certainly do not require that you do so, and we encourage you to report the harassment in accordance with the procedure set out below.

B. Report

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

Electronic/Direct Communication. If there is sexual or other 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.

If you are not comfortable speaking to the offending person or persons directly, or if your request has not been effective in stopping the offending conduct, the Village has procedures in place to ensure that the conduct is investigated and dealt with appropriately.

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, the Village Administrator, or the Village President.

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

The offensive conduct should be promptly reported so that we may institute a rapid response to the problem and remediate it promptly. Although later reporting will not, in and of itself, prevent the investigation of a complaint, timely reporting will aid the Village in its investigation.

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. If possible, list the names and job titles of the harasser(s) and witnesses, as well as the dates and locations of the comments or behavior.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Village. 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.

Department Heads: Department Heads who receive written or verbal notice of harassing conduct shall initiate an investigation.

Section 15.5: Investigation

All complaints of unlawful harassment will be taken seriously and investigated discreetly, impartially, thoroughly, and promptly. Investigations will vary from case to case, depending on a variety of circumstances, but the internal investigation will aim to protect the reputations of both the alleged harasser and the complainant. To the extent possible, the Village will maintain the confidentiality of all persons involved. Disclosure of complaints will be limited to those with a legitimate need to know.

A. Investigators

When a complaint has been received the individual informed pursuant to Section 15.4 (B) above (the "Investigator") will initiate an investigation of the suspected unlawful harassment within five (5) working days of notification. The Investigator may also appoint another supervisory employee of the opposite sex to assist in the investigation, if necessary.

B. Interviews

The Investigator will conduct interviews with the employee(s) who made the initial report, the person(s) toward whom the suspected harassment was directed if such person is someone other than the complainant, and the individual(s) accused of the harassment. Any other person who may have information regarding the alleged harassment may also be interviewed. The statements of all parties and witnesses will be recorded, signed, and witnessed.

Employees shall not discuss any aspect of the investigation with anyone other than the investigator or their own attorney, if applicable. Employees who discuss the investigation without authorization will be subject to discipline, up to and including termination.

C. Report

The Investigator shall prepare a written report within fifteen (15) working days from notification of the suspected harassment unless extenuating circumstances prevent him/her from doing so, in which case the report shall be prepared as promptly as possible and the complainant shall be notified as to the reason of the delay.

The report shall include a finding (1) that unlawful harassment did occur; (2) that unlawful harassment did not occur; or (3) that there is inconclusive evidence to determine whether unlawful harassment occurred. A copy of the report will be given to the employee(s) who made the initial report, the employee(s) to whom the suspected harassment was directed, and the employee(s) suspected of the harassment.

Documents regarding substantiated charges of unlawful harassment may be placed in the accused employee's personnel file. Documents regarding unsubstantiated charges shall not be placed in personnel files, but shall be maintained by the Village for a period of five (5) years in a confidential file established expressly for retaining complaints of unlawful harassment against employees of the Village.

If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its reoccurrence will be taken.

Section 15.6: Corrective Action

A. Against Offender

Unlawful discrimination and harassment will not be tolerated. Disciplinary actions will be reflective of the seriousness of the violation. Offenders will be disciplined without regard to their position or job performance. **Discipline may include, but is not limited to, warning, suspension, or discharge.**

All employees have the responsibility to become familiar with this policy, to assist in its enforcement, and to abide by its terms. Any employee who has knowledge of harassing conduct, and who allows that conduct to go unaddressed, may be subject to discipline.

B. For False Complaints

Although legitimate complaints brought in good faith are strongly encouraged, false complaints brought in bad faith will not be tolerated. Failure to prove harassment will not constitute a false complaint without clear and convincing evidence of bad faith. False complaints are considered a violation of this policy and a disciplinary offense.

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 Village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

A person who knowingly and/or recklessly and/or maliciously fails to give a complete and fully truthful responsive statement in a complaint or investigation, or who withholds relevant information, or encourages others to do so, may be deemed to have made a false complaint or statement and may be subject to discipline up to and including termination or a recommendation for discharge.

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.

Section 15.7: Appeals Process

If either party directly involved in a harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments to the Village Board within fifteen (15) working days from the issuance of the Investigator's report or the disciplinary decision from which he/she appeals.

Section 15.8: Retaliation

Retaliation against an employee who complains in good faith about sexual harassment or who participates in good faith in an investigation of a complaint is a serious violation of this policy and is prohibited by law. If you believe that you have been subjected to retaliation, you should report the incident in accordance with the reporting procedure detailed in Section 15.4 (B) above. Any person found to have retaliated against an employee for reporting harassment will be subject to the same disciplinary action provided for offenders under Section 15.6 (A) above.

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

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. 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 Village employee that is taken in retaliation for a Village 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:

1. 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,
2. 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
3. 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.

Section 15.9: Legal Rights Under the Law - Outside Agencies

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 Village. However, all Village 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 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Any employee who believes that he/she has been subjected to sexual harassment has the right to file a complaint with:

Illinois Department of Human Rights: and/or
555 West Monroe Street
7th Floor
Intake Unit
Chicago, Illinois 60601
(312) 814-6200 or 800-662-3942
(866) 740-3953 (TTY)
(312) 814-1436
(FAX - Administration)
(312) 814-6251
(FAX - Charge Processing)

Equal Employment Opportunity
Commission
230 S. Dearborn Street
Suite 1866
Chicago, Illinois 60604
Chicago: 800-669-4000
Chicago: (312) 872-9744
Chicago TTY: 800-869-8001

(Revised August 25, 2021)

Section 15.10: Fines and Penalties

In addition to any and all other discipline that may be applicable pursuant to Village 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 Village 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 Village 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.

ARTICLE XVI
DISCIPLINE AND DISCHARGE

Section 16.1: Discipline and Discharge

The primary purpose of the establishment and enforcement of rules is to ensure efficient operation and safe working conditions. While on Village premises or engaged in Village business, all employees are expected to observe all Village rules and to conduct themselves in a professional and respectful manner. Failure to do so shall subject the employee to discipline appropriate under the circumstances, inclusive of discharge.

The parties recognize the principles of progressive and corrective discipline for repeated discipline. Provided, however, the initial discipline for the first offense will be set based upon the offense. Where warranted at the sole discretion of the Village, the discipline may begin at any of the levels described in the following paragraph.

Disciplinary action or measures shall include but not be exclusive to the following:

- oral reprimand
- written reprimand
- warning
- suspension (notice to be given in writing)
- discharge
- immediate dismissal

Department Heads shall use the Employee Warning Notice Form found in **Appendix H** to report any warning (verbal or written) or disciplinary action taken when any violation by an employee occurs.

A written documentation of the disciplinary action or measure must be completed, signed, and retained in the employee personnel file.

Disciplinary action may be imposed upon an employee for any cause deemed appropriate under the circumstances, as determined by the Department Head. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures contained in Section 18.1.

Employees may be subject to disciplinary action for a variety of causes, some of which are itemized below. These causes are not exclusive and the Department Head reserves the right to discipline employees for unacceptable conduct other than those prescribed herein.

- (1) excessive absenteeism;
- (2) excessive tardiness;

- (3) inappropriate work habits, negligence of duty, incompetence in the performance of assigned work, dereliction of duty or obligation;
- (4) failure to follow work rules, directives by supervisory staff;
- (5) insubordination;
- (6) loud and abusive language and the use of vulgarity in the workplace;
- (7) damage to and/or loss of Village property;
- (8) possession, use, consumption, transfer, or sale of alcohol or unlawful substances while on Village property or in the performance of duties;
- (9) reporting to work following consumption of alcohol or use of unlawful substances in such a condition that the ability to perform work duties is impaired or is a danger to fellow employees and/or the general public;
- (10) falsifying records, including time cards, employment applications, etc.;
- (11) smoking in unauthorized areas;
- (12) failure to cooperate in a Village authorized investigation;
- (13) theft, fraud, or embezzlement of Village and/or employee property and/or funds;
- (14) fighting, provoking a fight, threatening or attempting harm while on Village property or in the performance of duties;
- (15) abuse of Village equipment.

If the Department Head has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 16.2: Limitation

The Village's use of progressive and corrective disciplinary action does not prohibit the Department Head in any case from imposing discipline which is commensurate with the severity of the offense.

Section 16.3: Reassignments

The Department Head may, at his/her discretion, suspend and/or reassign any employee while an investigation of possible wrongful behavior is completed.

Section 16.4: Last-Chance Agreement

The Village of Norridge may request that an employee sign a Last-Chance Agreement. If an employee chooses to execute this agreement and fails to meet the requirements, he or she will be terminated. If an employee refuses to sign the Last-Chance Agreement, the Village will impose the proper discipline which is commensurate with the severity of the offense.

A copy of the Last-Chance Agreement can be found in Appendix I.

ARTICLE XVII **SEPARATION OF EMPLOYMENT**

Section 17.1: Voluntary Resignation

The term resignation refers to the voluntary separation of employment on the part of the employee.

Any employee resigning from his/her position must notify the Village Board with his/her intentions in writing no less than thirty (30) days prior to resignation.

Section 17.2: Return of Village Property

Any employee who separates from employment, regardless of reason, shall return any Village property he/she may have in possession. Village property includes but is not limited to: Village issued uniforms; cellphones, i-pads; laptops; keys; badges; ID Cards; door access cards; electronic equipment and automobiles. Failure to return Village property will result in the employee's final check being delayed and/or the value of the outstanding Village property deducted from it. Failure to return all Village property may also result in criminal prosecution.

ARTICLE XVIII **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 18.1: Grievance Procedures

Free and open communications between personnel at all organizational levels within the Village of Norridge is in the best interest of both the Village and the individual employee. The underlying principle is for all employees to be able to express their concerns at any time in order to maintain a productive, cooperative and mutually respectful working atmosphere.

So that problems can be resolved promptly and in the fairest manner, employees are encouraged to follow the steps below (employees covered by a collective bargaining agreement shall refer to and be directed by the general procedures as defined in that agreement).

Section 18.2: Steps in Procedure

1. In general, the discussion of problems or complaints should start with your immediate supervisor, as soon as is reasonably possible. The supervisor will make every attempt to resolve the problem, as limited by the knowledge and level of authority of the supervisor. It is expected that, in most instances, problems or complaints will be resolved at this level.
2. If your immediate supervisor is not able to resolve the issue, you are encouraged to arrange an early meeting with the next level of supervision. This step may also be taken if you have a reason not to discuss the matter with your immediate supervisor.
3. If a problem cannot be resolved within the department or if you feel that the circumstances warrant, the matter can be brought to the President and Board of Trustees for ruling or appeal.

There is a strong commitment from management that no reprisal or pressure result from communicating any problems or complaints.

Employees are expected to exhaust all internal avenues available under this grievance procedure before resorting to any civil action or filing of claims concerning any dispute arising out of or relating to employment with the Village of Norridge.

ARTICLE XIX VIOLATIONS

Section 19.1: Violations

Violations of any section of the Handbook will be reviewed on a case-by-case basis. If it is determined that a violation has occurred, disciplinary action will be taken. This can include immediate dismissal.

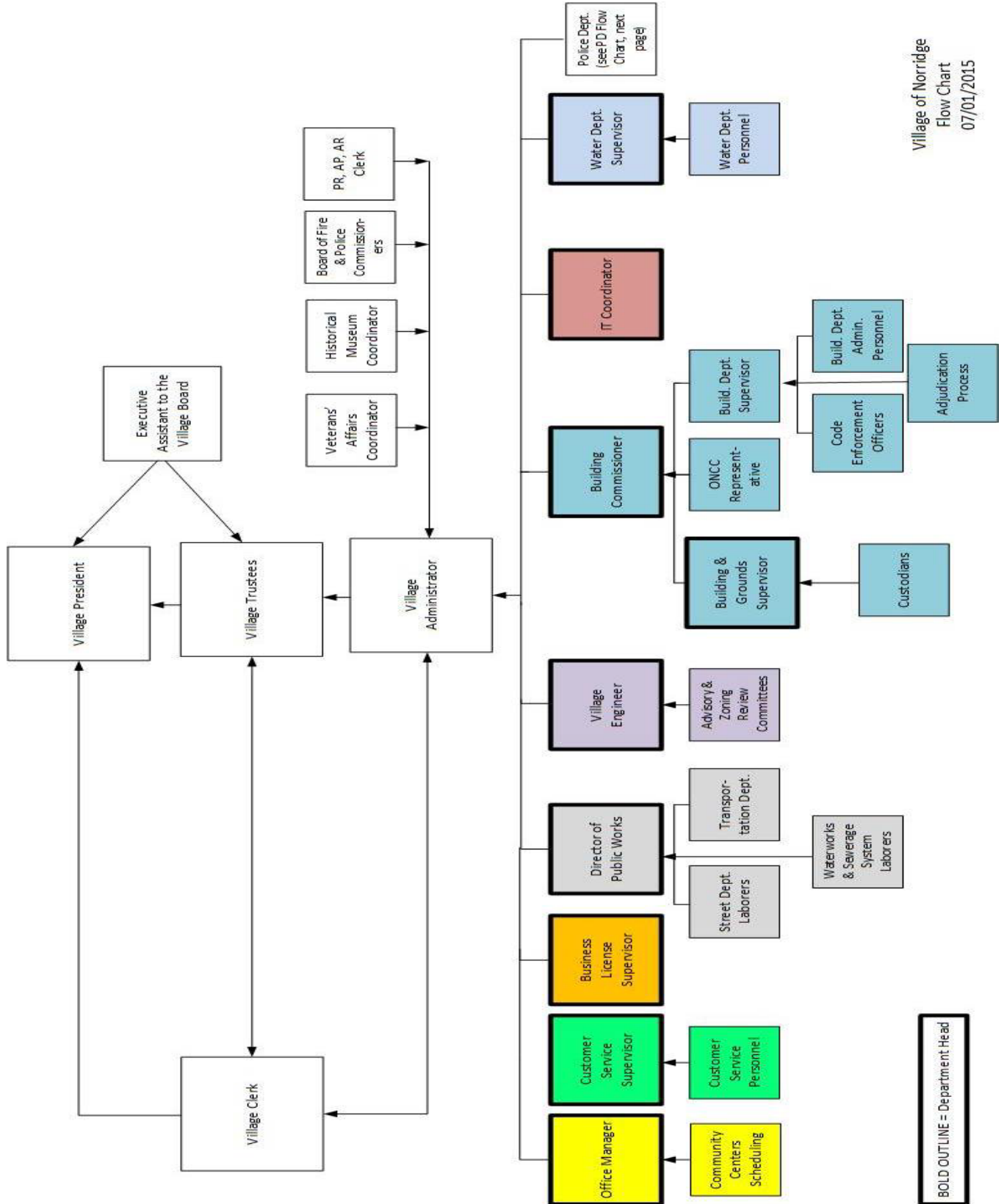
ARTICLE XX MODIFICATION RIGHTS

Section 20.1: Right to Modify Handbook

This handbook is not a contract of employment. As with any policy, the Village of Norridge reserves the right to modify this policy at any time, with or without notice.

This version of the Handbook supersedes any older versions.

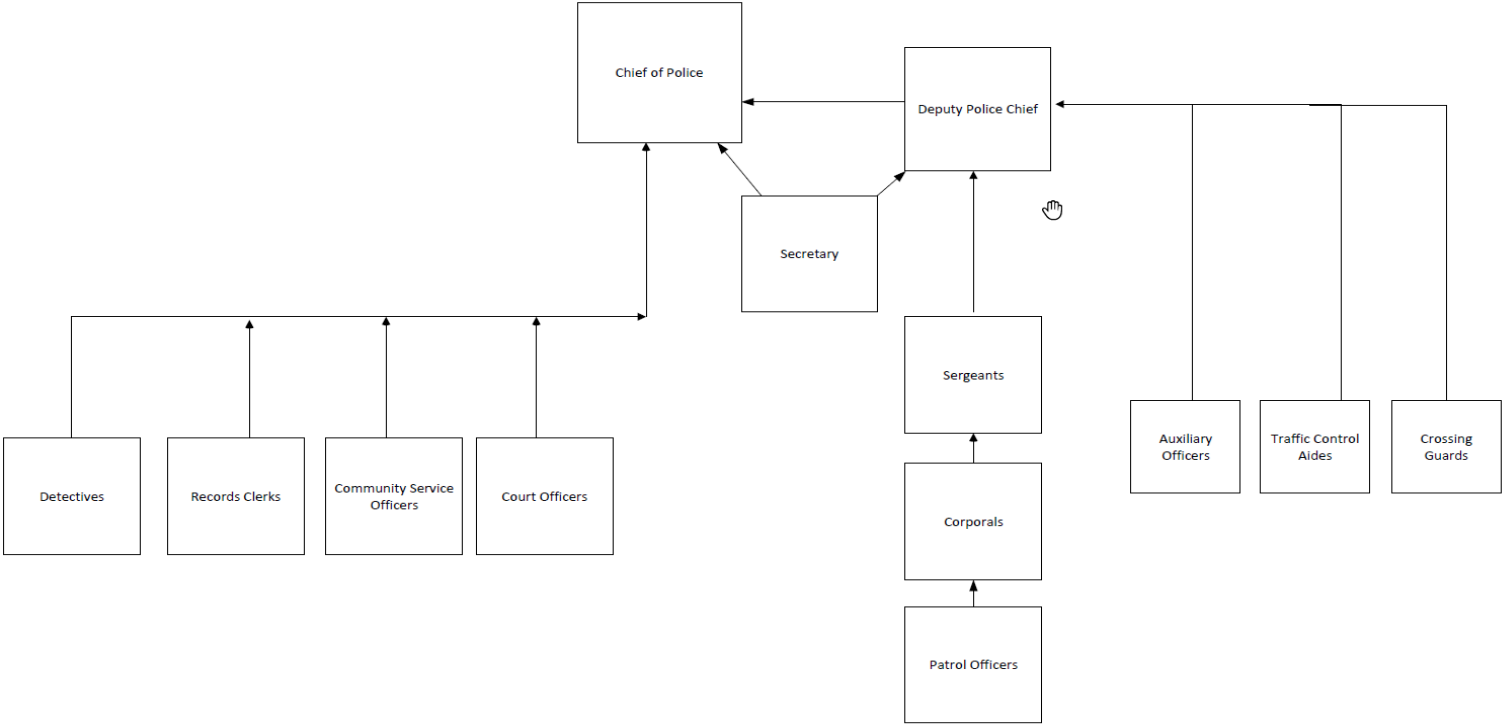
APPENDIX A ORGANIZATIONAL FLOW CHART – VILLAGE HALL



Village of Norridge
Flow Chart
07/01/2015

BOLD OUTLINE = Department Head

ORGANIZATIONAL FLOW CHART – POLICE DEPARTMENT



Village of Norridge
 Police Dept.
 Flow Chart
 08/25/2021

APPENDIX B FAMILY MEDICAL LEAVE ACT

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

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

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

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employee must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

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

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

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

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

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 - Revised February 2013

APPENDIX C
BENEFITS OF THE NON-BARGAINING MEMBERS OF THE POLICE DEPT.

Police Department Civilian Employee Benefits		
Employee Handbook, v. 05/01/18		
	Records	CSO
	(hired on or prior to 06/01/12)	(hired on or prior to 06/01/12)
Vacation time earned according to time completed on the job:	yes	yes
Less than 1 yr from May 1, employee gets 4 hrs. earned for each month worked in the previous fiscal year		
1 year from May 1 - 40 hours		
2 years from May 1 - 80 hours		
5 years May 1 - 120 hours		
10 years from May 1 - 160 hours		
15 years - 8 hours for each year after 15 years- up to an additional 40 hours		
(200 hours after 20 years on the job).		
Holidays:	yes	yes
80 hours per year* - earned at time of holiday:		
Memorial Day (observed), Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, Easter Sunday		
*Unused time can be either put in time due bank** or paid to employee in May of the following fiscal year		
Holiday Pay:	yes	yes
Employee gets paid the equivalent of time and one half by getting paid straight time for half the hours worked that holiday		
Incentive time:	yes	yes
4 hours earned per month for perfect attendance		
Sick leave:	yes	yes
96 hours per year-earned at 8 hours per month- can be put in time due bank**, get paid for unused time at the end of May in the following fiscal year, or deposit in sick bank- Note-sick bank- 96 hr. max. Note: Bank paid @ 50% of hr. rate at time of retirement		
Overtime:	yes	yes
Employee gets paid time and one half for any hours worked over their regular schedule (can take OT as time or money-300 hr. limit time due)		
Step raise:	no	yes-(7 steps)
Employee receives step raises (start-7 yrs. Plus)		
Cto Pay:	no	no
1 hour at time and one half for each day spent training - 4 hr. day minimum (time or money)		
** NOTE: Time Due Bank maximum is 300 hours		
ANY CIVILIAN EMPLOYEES OF THE POLICE DEPARTMENT HIRED AFTER JUNE 1, 2012 SHALL ACCRUE BENEFITS AS PER THE VILLAGE OF NORRIDGE EMPLOYEE HANDBOOK.		

APPENDIX D INSURANCE WAIVER



Waiver of Coverage



Employee Social Security #

9. Please complete this form if you are waiving any coverage. If you are not declining any coverage, please do not complete this form.

Employer Name	Group & Section Number			
Employee Last Name	First Name		M I	
Street Address	Apt. #	City	State	Zip Code

If you are declining health or dental coverage for yourself, your spouse or your children because of other coverage, you may in the future be able to enroll yourself, your spouse and/or your children in this plan, provided that you request enrollment within 31 days after your other coverage ends. In addition, if you have a new spouse or child as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and them, provided you request enrollment within 31 days of the marriage, birth, adoption or placement for adoption. ***I acknowledge that I, along with my spouse and/or children (if any), were provided an opportunity to enroll in my employer's Group Health, Life and Dental Insurance plans.***

I DO NOT WISH TO ENROLL FOR: (check all that apply)

Health Plans

I do not wish to enroll for Health coverage. I hereby elect not to enroll in the Group Health Insurance plan for the reason indicated below and understand that the opportunity to enroll at any future time will be subject to such arrangements as may be made available with the Company.

Reason:

- Covered under spouse's employer-based health insurance plan (Please complete "Other Insurance Information" section below)
- Covered under a Medicare supplement plan
- Other (please explain) _____

Your signature is required below for any waiver of coverage.

BlueCare Dental Options

I do not wish to enroll for Dental coverage.

Your signature is required below for any waiver of coverage.

Fort Dearborn Life (FDL)

- I do not wish to enroll for Life coverage.
- I do not wish to enroll for Short Term Disability coverage.
- I do not wish to enroll for Long Term Disability coverage.

Your signature is required below for any waiver of coverage.

If you are waiving any or all coverages offered, please remember to complete the "not enrolling" boxes for the coverage types you are waiving. *Your signature is required for any waiver of coverage.*

Other Insurance Information: Complete ONLY if you have other group coverage.


If you or any of your family members have OTHER GROUP COVERAGE **that will not be cancelled** when this application is approved, please complete the following section. Check all that apply.

Health coverage for: <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other		Policy Number _____	<input type="checkbox"/> Single <input type="checkbox"/> Family
Name of Insured:	SSN: ___-___/___-___/___-___	Date of Birth: ___/___/___	
Employer Name:	Name and Address of Insurance Company:		
City	State	Zip	Telephone #

Dental coverage for: <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent Child <input type="checkbox"/> Other		Policy Number _____	<input type="checkbox"/> Single <input type="checkbox"/> Family
Name of Insured:	SSN: ___-___/___-___/___-___	Date of Birth: ___/___/___	
Employer Name:	Name and Address of Insurance Company:		
City	State	Zip	Telephone #

Signature of Employee: _____ Date: _____

APPENDIX E

<u>Village of Norridge</u>		
<u>Employee's Report of Work Related</u>		
<u>Injury/Illness/Incident</u>		
<p>Instructions: Employees shall use this form to report <u>all</u> work related injuries, illnesses, or incidents - no matter how minor. This helps us to identify and correct hazards before they cause serious injuries. This form shall be completed by employees as soon as possible and given to a supervisor for further action.</p>		
<p>I am reporting a work related: <u> Injury </u> <u> Illness </u> <u> Incident </u></p>		
Employee Name:		
Employee Job Title:		
Supervisor's Name:		
Have you told your supervisor about the injury/illness/incident? <u> Yes </u> <u> No </u>		
Date of Injury/illness/Incident:		Time:
Names of witnesses (if any):		
Where, exactly, did it happen?		
What exactly were you doing at the time?		
Describe step-by-step what led up to the injury/incident (continue on back if necessary):		
What could have been done (if anything) to prevent this injury/incident?		
What parts of your body were injured?		
Did you seek medical attention about this injury/illness/incident? <u> Yes </u> <u> No </u>		
If yes, whom did you see? Name & phone number of doctor, date and time seen:		
Has this part of your body been injured before? <u> Yes </u> <u> No </u>		
If yes, when?		
Did you have the company required alcohol test completed? <u> Yes </u> <u> No </u>		
Did you have the company required drug test completed? <u> Yes </u> <u> No </u>		
Your signature:		Supervisor Signature:
Date:		Date:

APPENDIX F

**Village of Norridge
Supervisor's Injury/Accident/Incident
Investigation Form**



I am investigating a work related:		<input type="checkbox"/> Injury	<input type="checkbox"/> Accident	<input type="checkbox"/> Incident
Name of Injured Person:				
Date of Injury/Accident/Incident:			Time:	
Where, exactly, did the event happen?				
What part of the body was injured? Describe in detail:				
What was the nature of the injury/accident/incident? Describe in detail.				
Describe fully how the injury/accident/incident happened. What was the employee doing prior to the event?				
What caused the event?				
Names of all witnesses (if any):				
Were safety regulations in place and used? Were policies and procedures being followed? If not, what was wrong?				
Did the employee go to the hospital/doctor?				
If yes, whom did the employee see? Name & phone number of doctor, date and time seen:				
Recommended preventive action to take in the future to prevent reoccurrence:				
Supervisor Printed Name:				
Supervisor Signature:			Date:	

APPENDIX G
ORDINANCE NO. 1478-04, ETHICS ACT

ORDINANCE NO. 1478-04

**AN ORDINANCE ADDING CHAPTER 2, ARTICLE IV, DIVISION 9
OF THE REVISED MUNICIPAL CODE
OF THE VILLAGE OF NORRIDGE - 2002**

**An Ordinance Implementing the Provisions of
The State Officials and Employees Ethics Act (5 ILCS 430/1-1 et.seq)
in the Village of Norridge**

EARL J. FIELD, PRESIDENT

URSULA A. KUCHARSKI, TRUSTEE	DONALD A. GUTOWSKI, TRUSTEE
RONALD A. OPPEDISANO, TRUSTEE	DOMINIC S. FALAGARIO, TRUSTEE
ROBERT MARTWICK, TRUSTEE	JACQUELINE GREGORIO, TRUSTEE

JUDITH DUNNE BERNARDI, VILLAGE CLERK

IML MODEL ETHICS ORDINANCE

ADOPTION OF STATE OFFICIALS AND EMPLOYEES ETHICS ACT

ORDINANCE NO. 1478-04

**AN ORDINANCE IMPLEMENTING THE PROVISIONS OF THE STATE
OFFICIALS AND EMPLOYEES ETHICS ACT (5 ILCS 430/1-1 ET SEQ.)
IN THE VILLAGE OF NORRIDGE**

WHEREAS, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (“Act”) which is a comprehensive revision of the State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

WHEREAS, pursuant to Section 70-5 of the Act (5 ILCS 430/70-5), all units of local government and school districts are required to adopt an ordinance or resolution regulating the political activities of, and the solicitation and acceptance of gifts by, their respective officers and employees, “in a manner no less restrictive” than the provisions of the Act, on or before May 19, 2004; and

WHEREAS, the Village desires to come into compliance with the provisions of the Act;

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

SECTION 1: That Chapter 2 of the Revised Municipal Code of the Village of Norridge - 2002 is hereby amended by adding a new section as Article IV, Division 9 thereto which shall read in its entirety as follows:

“CHAPTER 2, ARTICLE IV, DIVISION 9: STATE OFFICIALS AND
EMPLOYEES ETHICS ACT:

A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the “Act” in this Section) are hereby adopted by reference and made applicable to the officers and employees of the City/Village to the extent required by 5 ILCS 430/70-5.

B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the Village, is hereby prohibited.

C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the Village under the Act, is hereby prohibited.

D. The participation in political activities prohibited under the Act, by any officer or employee of the Village, is hereby prohibited.

E. For purposes of this Section, the terms “officer” and “employee” shall be defined as set forth in 5 ILCS 430/70-5(c).

F. The penalties for violations of this Section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the Act.

G. This Section does not repeal or otherwise amend or modify any existing ordinances or policies which regulate the conduct of Village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this Section, however, the provisions of this Section shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

H. Any amendment to the Act that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the corporate authorities of the Village.

I. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this Section shall be repealed as of the date that the Illinois Supreme Court’s decision becomes final and not subject to any further appeals or re-hearings. This Section shall be deemed repealed without further action by the Corporate Authorities of the Village if the Act is found unconstitutional by the Illinois Supreme Court.

APPENDIX H



VILLAGE OF NORRIDGE Employee Warning Notice



Employee Name: _____ Date: _____

Type of Violation			
Attendance	Carelessness	Insubordination	Late Arrival/Early Quit
Failure to Follow Instructions	Rudeness Towards Citizens	Willful Damage to Village Equipment	Personal Business While on Duty
Unsatisfactory Work Performance	Violations of Policy/Procedures	Motor Vehicle Crash	

Date of violation: _____ Time of Violation: _____

Description of violation: _____

Employee's Statement

I agree with the above description I disagree with the above description

My reason is: _____

Signature

Date

ACTION TAKEN	DATE	SUPERVISOR NAME
Verbal		
Written		
Disciplinary Action/ Suspension		

Consequences if violation occurs again: _____

I have read and understand this warning

Signature _____ Date _____

Supervisor issuing warning:

Signature _____ Date _____

APPENDIX I
LAST-CHANCE AGREEMENT

LAST-CHANCE AGREEMENT

I, _____, understand that the Village of Norridge is providing an opportunity for me to continue my employment as a _____.

I acknowledge that the Village of Norridge has voluntarily assisted me by providing guidance and support through the Village of Norridge's employee assistance program and has provided me the opportunity to be successful.

I realize that only I can make my career with the Village of Norridge a successful one.

I understand and agree that I must:

- Know and follow the Policy & Procedures of the Village of Norridge, as stated in the Handbook.
- Adequately fulfill all of the duties and responsibilities of a Village employee.
- Be reliable, work as a team member, and maintain a professional rapport/attitude.
- Be on time and maintain an excellent attendance record.
- Follow the Village of Norridge's chain of command when a question, problem or concern arises.
- Be available to work additional shifts or hours in order to help the Village of Norridge.
- Maintain an exemplary work record.

Failure to do so shall cause my termination from the Village of Norridge.

Employee: _____ **Date:** _____
(Name)

Village Representative: _____ **Date:** _____
(Name & Title)

APPENDIX J



DATE: _____

REQUEST FOR SECONDARY/OUTSIDE EMPLOYMENT

Employee Name _____

Employee Dept. _____

Employer Name _____

Employer Address _____

Employer Phone No. _____

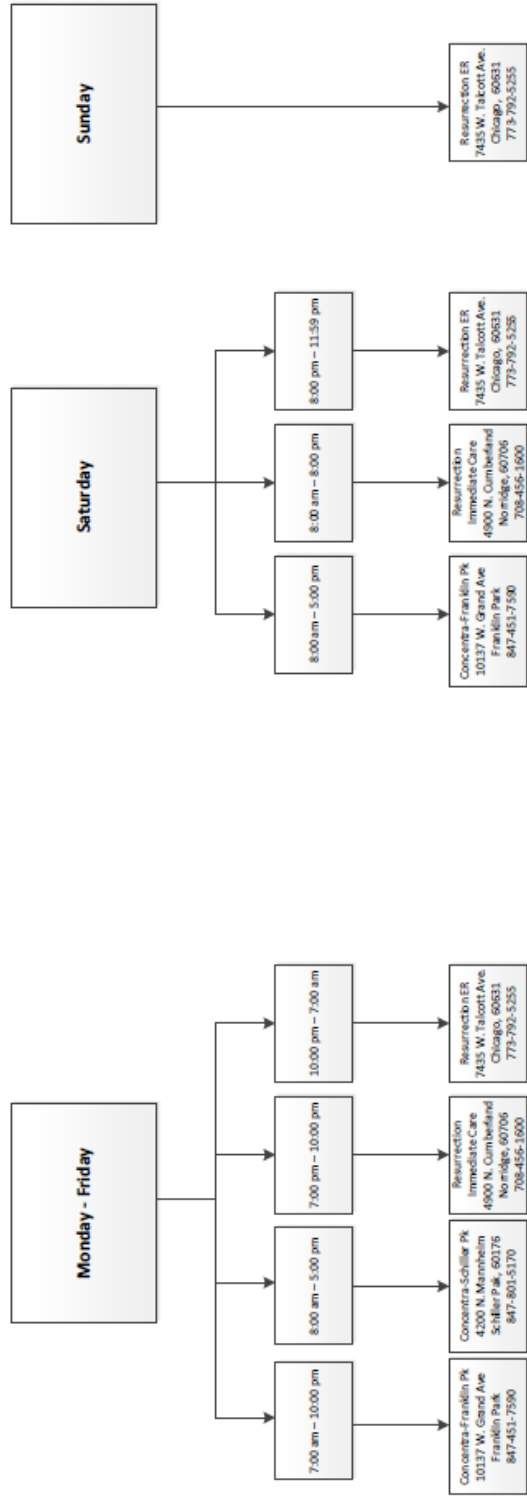
Description of Work Being Performed _____

Approval: YES NO

Dept. Head Signature: _____

Date Approved: _____ Date Approval Expires _____

APPENDIX K POST INJURY/ACCIDENT FLOW CHART



APPENDIX Z

EMPLOYEE ACKNOWLEDGMENT FORM

Employee's Copy - To be kept by the Employee and to remain in the Employee Handbook maintained by the employee.

I, _____ acknowledge having received a copy of the Village of Norridge Employee Handbook v. 08.25.2021 and I agree to read and become familiar with its provisions. I understand that it is not intended to provide any guarantee of continued employment and/or work hours and should in no way be construed as an employment contract. Nor shall it create any rights in the nature of an employment contract.

Date: _____

Signed By: _____

EMPLOYEE ACKNOWLEDGMENT FORM

Village Copy - To be returned to and retained by the Village.

I, _____ acknowledge having received a copy of the Village of Norridge Employee Handbook v. 08.25.2021 and I agree to read and become familiar with its provisions. I understand that it is not intended to provide any guarantee of continued employment and/or work hours and should in no way be construed as an employment contract. Nor shall it create any rights in the nature of an employment contract.

Date: _____

Signed By: _____