VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
12/9/2025

SUBJECT:	SUBMITTED BY:
2026 Budget Implementation Actions	Robin Lahey Finance Director

SYNOPSIS

Consistent with the FY26 budget, the following budget implementation actions have been prepared:

- An ordinance to increase the Water Rates per the Water Rate Study and amend certain fee provisions.
- An ordinance to increase the Stormwater Utility Rates per the Stormwater Plan.
- Motion to fund the Economic Development Corporation (EDC).
- Motion to fund the Downtown Management Corporation.
- An ordinance amending the Employee Administrative Rules and Regulations

STRATEGIC PLAN ALIGNMENT

The goals for 2025-2027 include *Steward of Financial, Environmental and Neighborhood Sustainability.*

FISCAL IMPACT

The water rates are proposed to increase revenues by 9% and are expected to generate $20.2 million of revenue in the Water fund. The stormwater utility fee is proposed to increase from $18.82 to $20.46 per ERU and is expected to generate $7.9 million of revenue in the Stormwater fund. There is no fiscal impact for the proposed policy changes.

UPDATE & RECOMMENDATION

This item was discussed at the December 2, 2025 Village Council meeting. Staff recommends approval on the December 9, 2025 Active Agenda.

BACKGROUND

Water Rates
Per the approved FY26 budget, the water rates will be increased to align with the recommendations of the 2024 Water Rate Study. The 2024 Water Rate Study included a model projecting the total cost of owning, operating and maintaining the Village water system. The study recommends that water revenues should be increased as follows:

- 9% in FY25 (effective July 1, 2025)
- 9% in FY26 (effective July 1, 2026)
- 6% in FY27 (effective July 1, 2027)

The following table shows the proposed water rates that will go into effect for bills received after July 1, 2026. The bi-monthly fixed charges by water meter size are consistent with the proposed rates contained in the Water Rate Study.

Bi-Monthly Fixed Charge by Water Meter Size	**2025**	**2026 Proposed**
5/8”	$19.37	$21.11
1”	$29.06	$31.68
1 ½”	$96.89	$105.61
2”	$155.00	$168.95
3”	$290.66	$316.82
4”	$484.44	$528.04
6”	$968.81	$1,056.00
10”	$2,325.146	$2,534.40
Bi-Monthly Unit Fee	**2025**	**2026 Proposed**
Inside Village	$7.72	$8.41
Outside Village	$8.83	$9.62

The following table shows how the new water rates will impact typical users in 2026:

User Category	**Typical Meter Size**	**Current 2025 Bi-Monthly Bill**	**Proposed 2026 Bi-monthly Bill**
Typical Residential User	5/8”	$112.01	$122.03
Typical Commercial User (100 units)	1.5”	$868.89	$946.61
Typical Industrial User	2”	$1,699.00	$1,850.95

Stormwater Rates

Per the approved FY26 budget, the stormwater rate will be increased to align with the recommendations of the 2012 Stormwater Study and the 2016 Stormwater Utility Report. The plan called for a stormwater fee that would cover the cost of future capital projects, debt service related to those projects, as well as operational and maintenance costs. The utility model represents an equitable method to collect revenue from those properties that place a demand on the system. Revenue is generated by charging all property owners a monthly stormwater fee, based on the property’s impact on the stormwater system. At that time, the Village created a plan for establishing stormwater fees that would increase revenues over a 15-year period, allowing the Village to move from the current level of service to the recommended level within that time frame. The plan calls for annual increases in the stormwater utility fee of approximately 8.7% per year, which would increase the annual revenue available for stormwater management fees from its current level of $6.2 million in 2023 to about $10 million in 2029. This fee is expected to produce $7.9 million in revenues in 2026.

The following table shows how the new stormwater rates will impact a single family resident, a typical commercial user, and a typical industrial user in 2026:

User Category	ERU	Current 2025 Bi-Monthly Bill	Proposed 2026 Bi-Monthly Bill
Single Family Residence (2,501-4000 s.f. of impervious area)	1	$37.64	$40.92
Typical Commercial User	20	$752.80	$818.40

Motion to Fund EDC
The adopted budget includes $714,064 in funding for the Downers Grove Economic Development Corporation. This amount is consistent with the budget that was prepared by the EDC. Annually, this partner organization will be requesting funding from the Village to support their operations.

Motion to Fund Downtown Management
The proposed budget includes $510,000 in funding for the Downtown Management Corporation. This amount is consistent with the budget that was prepared by Downtown Management. Annually, this partner organization will be requesting funding from the Village to support their operations.

Employee Administrative Rules (Personnel Manual)
From time to time, revisions to the Village's Personnel Manual are necessary in order to, among other things, respond to changes in State and federal laws and to mirror current personnel practices within the Village. Only one revision is proposed this year to provide leave commensurate with the Illinois Victims' Economic Security and Safety Act (VESSA).

Pursuant to VESSA, the Village must provide up two weeks (ten working days) worth of leave to employees to attend the funeral or other similar service, make arrangements for funeral or other similar service and/or grieve the loss of a family or household member who is killed in a crime of violence. This leave runs concurrently with any funeral or bereavement leave offered by the Village.

ATTACHMENTS

Water Rate Ordinance
Stormwater Rate Ordinance
Motion to Fund EDC
Motion to Fund Downtown Management
Ordinance Amending Employee Rules & Regulations

VILLAGE OF DOWNERS GROVE

COUNCIL ACTION SUMMARY

INITIATED: Village Attorney (Name) **DATE:** December 9, 2025

RECOMMENDATIONFROM: _____ (Board or Department) **FILE REF:** _____

NATURE OF ACTION:

__X__ Ordinance

___ Resolution

___ Motion

____ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "AN ORDINANCE AMENDING THE EMPLOYEE ADMINISTRATIVE RULES AND REGULATIONS OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS", as presented.

SUMMARY OF ITEM:

Adoption of the attached ordinance shall amend the Employee Administrative Rules and Regulations dated January 1, 2026.

RECORD OF ACTION TAKEN:

_____

_____

_____

l\mw\cas.5\HR-Employee Rules & Regs

Village of Downers Grove
Official Village Policy Approved by Village Council

Description: **Employee Administrative Rules**

Res. or Ord. #: **Ord. 6167** Effective Date: **12/9/25**

Category: **Human Resources**

____ New Council Policy

X Amends Previous Policy Dated: **12/17/24; 12/19/23; 1/1/24; 10/05/21; 10/20/20; 6/9/20; 12/11/18; 01/9/18; 12/2/14; 07/7/09; 11/20/07; 04/17/01; 11/29/93**

Description of Previous Policy (if different from above):

ORDINANCE NO. 6167

AN ORDINANCE AMENDING THE EMPLOYEE ADMINISTRATIVE RULES AND REGULATIONS OF THE VILLAGE OF DOWNERS GROVE, ILLINOIS

WHEREAS, the Village Manager has heretofore issued Employee Administrative Rules and Regulations; and

WHEREAS, the Village Council of the Village of Downers Grove, has heretofore approved these Employee Administrative Rules and Regulations; and

WHEREAS, it has been recommended by the Village Manager that an amendment to these Employee Administrative Rules and Regulations be adopted, dated January 1, 2026.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the existing Employee Administrative Rules and Regulations be and are hereby amended by substituting in their place, and in their entirety, the Village of Downers Grove Personnel Manual, dated January 1, 2026, a copy of which is attached hereto as Exhibit 1.

2. That all resolutions or ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

3. That this Ordinance shall be in full force and effect from and after its passage as provided by law.

_____
Robert T. Barnett, Mayor

Passed: December 9, 2025

Attest: _____
Village Clerk

L\1-Cou-Pol\HR Employee Administrative Rules-01.01.26-FINAL

VILLAGE OF DOWNERS GROVE

PERSONNEL MANUAL

Revised 1/1/2026

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SECTION 1 - GENERAL

1.1.1 Precedence of Board of Fire and Police Commissioners

Certain employees of the Fire and Police Departments are subject to the jurisdiction of the Downers Grove Board of Fire and Police Commissioners. In case of a conflict between this Manual and any ordinance, statute or rule of the Board of Fire and Police Commissioners, the latter shall take precedence over this Manual. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.1.2 Precedence of Collective Bargaining Agreement

Certain employees of the Village are part of a recognized collective bargaining unit. In case of a conflict between this Manual and any collective bargaining agreement between the Village and a recognized bargaining unit, the latter shall take precedence over this Manual. Res. 86-35 (12/1/86).

1.1.3 Administration of Manual by Village Manager

The Village Manager shall administer, or cause to be administered, the provisions of this Manual. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.1.4 Manual Does Not Create Contract of Employment or Tenure Rights

Except for employees under the jurisdiction of the Board of Fire and Police Commissioners, employees of the Village are "at will" employees and may be removed at any time, with or without cause. This Manual does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this Manual. All provisions of this Manual are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this Manual implies or may be construed to imply that it or any portion thereof is an employment contract. Employment and compensation may be terminated by the Village with or without notice at any time at the option of the Village. In the event any of the provisions of this Manual conflict with the Laws of the State of Illinois, this Manual shall take precedence. Further, any oral statements relating to the terms and conditions of employment that conflict with this Manual are not binding upon the Village. Any oral statements promising permanent employment or other employment advantages are not binding upon the Village, unless set forth in a written document and signed by the Manager. Res. 2022-99 (1/1/23); Ord. 6029 (12/19/23).

1.1.5 Home Rule Authority

The Village is a home rule municipality under Article VI of the Illinois Constitution of 1971. The Village has the authority to exercise any power and perform any function, unless specifically prohibited from doing so by State statute. Accordingly, the provisions contained in this Manual supersede any other statute, law, regulation or rule, unless pre-empted by State statute, including any additional benefits provided by State law, but not included in this Manual. Notwithstanding, if there is a conflict between this Manual and any collective bargaining agreement, the provisions of the relevant collective bargaining agreement shall prevail. Res. 2022-99 (1/1/23).

1.2 Definitions

1.2.1 Administrative Leave

“Administrative Leave” shall mean a temporary removal from job duties without loss of pay or benefits.

1.2.2 Appoint or Appointed

"Appoint" or "appointed" shall mean that an employee is or has been duly and officially placed in an employment position of the Village through the processing of a Personnel Action (“PA”), including all necessary approvals. Res. 2022-99 (1/1/23).

1.2.3 Appointee
An “appointee” is a person who:

a. Has been appointed to an employment position with the Village; and,

b. Was not, on the day immediately prior to the effective date of such appointment, an employee of the Village; and,

c. Has not completed the initial qualification period as provided under Section 1.2.25 of this Manual.

1.2.4 Appointee - Promotional
A "promotional appointee" is an employee who has been promoted but has not completed his/her promotional qualification period as provided under Section 1.2.25 of this Manual.

1.2.5 Appointee - Transfer
A “transfer appointee” is an employee who has been transferred but has not completed his/her transfer qualification period as provided under Section 1.2.25 of this Manual.

1.2.6 Demotion
A “demotion” occurs when an employee with full employment status is appointed to a different employment position which is classified in a lower pay grade than the employee’s prior position as shown on the Employment Classification Plan. A demotion must be approved by the Manager and can be either voluntary or involuntary on the part of the employee and may be imposed for disciplinary or non-disciplinary reasons. Res. 2022-99 (1/1/23).

1.2.7 Director
The term “Director” includes the Village Manager, Deputy Village Manager, Village Clerk, Fire Chief, Police Chief, Community Development Director, Finance Director, Public Works Director, Village Attorney, Information Technology Director, Human Resources Director, Emergency Management Coordinator, and the Communications Director. Res. 2014-77 (12/2/14).

1.2.8 Discharge
“Discharge” is the permanent removal from employment with the corresponding permanent loss of all privileges of employment. An employee may be discharged for the good of the Village, with or without cause.

1.2.9 Employee
An "employee" is a person who has been appointed to, and currently holds and performs the duties of, an employment position with the Village of Downers Grove.

1.2.10 Employee - Hourly
An "hourly employee" is an employee who is paid an hourly rate for the actual number of hours spent on duty during a specific pay period, also generally referred to as a non-exempt employee. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.11 Employee - Salaried
A "salaried employee" is an employee who is paid a fixed amount of money each pay period for service to the Village, also generally referred to as an exempt employee. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.12 Employee - Shift
A "shift employee" is an employee who is assigned to a shift position as designated by the Department Director. Res. 94-22 (6/6/94); Res. 2014-77 (12/2/14)

1.2.13 Employee - Part-Time

A "part-time employee" is an employee who has been appointed to a part-time employment position as from time to time designated by the Village within the Employment Classification Plan and works fewer than forty (40) hours per week. A part-time employee may from time to time work forty (40) hours per week or more, but may not work forty (40) hours per week for more than sixteen (16) consecutive weeks without approval of the Manager. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 92-6 (2/10/92); Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23).

1.2.14 Employee - Full-Time

A "full-time employee" is an employee who has been appointed to a full-time employment position as from time to time designated by the Village within the Employment Classification Plan. Generally, all full-time employees work forty (40) hours a week. Res. 2014-77 (12/2/14).

1.2.15 Employee - Temporary

A "temporary employee" is an employee who has been appointed to a temporary employment position and, as such, is employed and scheduled to work for a limited and defined period or project, generally but not always for periods of less than six (6) months of the year. This term includes individuals commonly referred to as seasonal employees. Generally, temporary employees are not full-time employment status personnel and are not entitled to benefits associated therewith unless authorized by the Manager. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.16 Employee - Exempt

An "exempt employee" is an employee who has been appointed to an executive, administrative, or professional employment position as from time to time designated by the Village within the Employment Classification Plan. Exempt employees are paid on a salary basis, as provided by the Fair Labor Standards Act. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.2.17 Employee - Non-Exempt

A "non-exempt employee" is an employee who has been appointed to an employment position, which is not an executive, administrative, or professional employment position as from time to time designated by the Village within the Employment Classification Plan. Non-exempt employees are eligible for overtime compensation in accordance with the provisions of the Fair Labor Standards Act as set forth in Section 2.13 of this Manual. Res. 74-52 (10/21/74; Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.2.18 Employment Classification Plan

The "Employment Classification Plan" is the official program of the Village, as from time to time approved by the Manager with the consent of the Village Council, which identifies and groups employment positions in the Village, and sets salary ranges for such positions. Res. 94-38 (10/17/94); Res. 95-40 (9/10/95); Res. 95-57 (11/10/95); Res. 96-73 (10/23/96); Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

1.2.19 Employment Position

An "employment position" is a specific, budgeted job position with the Village.

1.2.20 Full Employment Status

"Full employment status" is defined as the status achieved by an employee eligible for benefits and remunerations afforded Village employees. To be on full employment status, an employee must have successfully completed the initial qualification period of employment and is either scheduled and working on a full-time basis as departmentally required, or is on approved paid holiday leave, paid vacation leave, paid sick leave, paid funeral leave or paid leave for jury or witness duty. An employee whose status is considered full employment is not hired for a definite period of time and remains an at-will employee. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 96-11 (2/13/96); Res. 2014-77 (12/2/14).

1.2.21 Immediate Family Member
"Immediate Family Member" shall mean spouse, child, stepchild, parent, stepparent, or sibling. Res. 2022-99 (1/1/23).

1.2.22 Manager
"Manager" shall mean the Village Manager of the Village of Downers Grove, or his/her designee.

1.2.23 Personnel Action
"Personnel Action (PA)" is the form used by the Village to process changes in employment status, compensation, or disciplinary action, also commonly referred to as a PA. Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

1.2.24 Promotion
A "promotion" occurs when an employee with full employment status is appointed to a different employment position, which is classified in a higher pay grade from the employee's prior position as shown on the Employment Classification Plan. A promotion must be approved by the Manager.

1.2.25 Qualification Period
A "qualification period" is a preliminary employment period during which an employee's ability to perform his/her duties is evaluated.

1.2.25.1 Qualification Period - Initial
An "initial qualification period" is a preliminary employment period immediately after beginning employment with the Village during which an employee's ability to perform the duties of their position is evaluated. Res. 2014-77 (12/2/14).

1.2.25.2 Qualification Period - Promotional
A "promotional qualification period" is an employment period during which an employee's ability to perform the duties of the promotional position is evaluated. Res. 2014-77 (12/2/14).

1.2.25.3 Qualification Period - Transfer
A "transfer qualification period" is an employment period during which an employee's ability to perform the duties of the transfer position is evaluated. Res. 2014-77 (12/2/14).

1.2.26 Reflection Day
A "reflection day" is the temporary removal of an employee from employment for one (1) day or more, without loss of pay or benefits.

1.2.27 Relatives
"Relatives" shall mean spouse, child, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepparent, grandparent, grandparent–in-law, aunt, uncle, niece, nephew, and grandchild. Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

1.2.28 Reprimand - Oral
An "oral reprimand" consists of a conference between the employee's supervisor (or other Village official issuing the reprimand) and the employee for the purpose of expressing disapproval of misconduct or poor work performance, clarifying applicable rules or standards of performance, policies and procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline and is documented through the issuance of an PA. Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

1.2.29 Reprimand - Written
A "written reprimand" consists of a conference between the employee's supervisor (or other

Village official issuing the reprimand) and the employee and written communication expressing disapproval of the misconduct or poor work performance, clarifying applicable rules, policies or procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.

1.2.30 Shift Position

"Shift Position" shall mean a non-union employment position, as designated by the Department Director, which has a designated work schedule in those Village operations which function on a twenty-four (24) hour basis every day of the year. Shift position shall not include any position that is exempt or one covered in a collective bargaining agreement. Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23).

1.2.31 Suspension

A "suspension" is a temporary removal from employment, accompanied by a concurrent temporary loss of the privileges of employment, including, but not limited to salary, wages and benefits.

1.2.32 Transfer

A "transfer" occurs when an employee with full employment status is appointed to a different employment position, which is classified in the same pay grade as the employee's prior position as shown on the Employment Classification Plan. A transfer can be either voluntary or involuntary on the part of the employee. Once an employee accepts the transfer, the employee forfeits all rights to the position previously held. A transfer must be approved by the Manager.

1.2.33 Village

"Village" shall mean the Village of Downers Grove.

1.2.34 Reserved

Ord. 6029 (12/19/23)

SECTION 2 - GENERAL PROVISIONS

2.1 Equal Opportunity in Employment

The Village is firmly committed to equality of opportunity in employment. It is the responsibility of the Manager to ensure that employment, training, compensation, promotion and other conditions of employment are provided without regard to race, color, religion, sex, national origin, ancestry, age, sexual orientation, marital or parental status, pregnancy, citizenship status, unfavorable discharge from military service, order of protection status, military status, genetic information, work authorization status, reproductive health decisions, familial responsibilities and mental or physical disability unrelated to the employee's ability to perform the job, except where it is determined to be a bona fide occupational qualification. Furthermore, it is the responsibility of the Manager to ensure that the Village does not deny equality of opportunity to any qualified individual who is able, with or without reasonable accommodation, to perform the essential functions of the employment position which he or she holds or for which he or she applies. Res. 86-35 (12/1/86); Res. 92-6 (2/10/92); Res. 2014-77 (12/2/14); Res. 2020-23 (6/9/20); Res. 2022-99 (1/1/23); Ord. 6089 (12/17/24).

2.1.1 Accommodations for Pregnant Employees

The Village will provide reasonable accommodations for a medical or common condition for pregnant employees related to the continuation or termination of pregnancy, childbirth and/or miscarriage, unless the accommodation would impose an undue hardship on the Village. The Village may request documentation from the employee's health care provider regarding the need for the requested accommodation. The Village and the employee will engage in a timely, good

faith discussion to determine whether a reasonable accommodation can be made. The Village will not retaliate against an employee for requesting such an accommodation. Res. 2014-77 (12/2/14); Ord. 6089 (12/17/24).

2.2 Relatives of Village Elected Officials

It shall generally be the policy of the Village not to employ relatives of elected Village officials. Once elected, upon swearing in of office, if the employment of immediate family members exists and an actual or potential conflict arises, the Manager and the appropriate Director(s) will endeavor to resolve the conflict by conciliation, transfer or other appropriate action, including discharge. These situations will be resolved on a case-by-case basis. Res. 2014-77 (12/2/14).

2.2.1 Relatives of Village Employees

It shall be the policy of the Village not to employ relatives of Village employees. In the sole discretion of the Manager, relatives of Village employees may be considered for employment where the position could not otherwise be filled. Further, the Manager shall also establish that neither employee would be the direct supervisor of the other prior to consideration of an application for employment. If the employment of immediate family members exists, or is later established, and an actual or potential conflict arises, the Manager and the appropriate Director(s) will endeavor to resolve the conflict by conciliation, transfer or other appropriate action, including discharge. These situations will be resolved on a case-by-case basis. Res. 2014-77 (12/2/14).

2.3 Harassment/Discrimination

2.3.1 Sexual Harassment

It is unlawful to harass a person because of that person's sex. 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 the policy of the Village 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.

The Village shall provide employees a working environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by State and Federal Law. The Village will not tolerate sexual harassment of any of its officials, employees or agents and will take immediate steps to stop it when it occurs.

Definition of Sexual Harassment

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

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

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

Conduct which may constitute sexual harassment includes, but is not limited to:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for

dates, or statements about other employees, even outside of their presence, of a sexual nature.

- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: “sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. However, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. Sexual harassment will be assessed by what would offend a “reasonable person.”

Procedure for Reporting an Allegation of Sexual Harassment

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

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

- *Electronic/Direct Communication*. If there is sexually harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

- *Contact with Supervisory Personnel*. At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, his/her Director, the Director of Human Resources, the Ethics Officer, or the Village Manager.

  The employee experiencing what he or she believes to be sexual 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.

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

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

- *Resolution Outside Village*. 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 three hundred (300) days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within three hundred (300) days.

Prohibition on Retaliation for Reporting Sexual Harassment Allegations

No Village official, Village agent, 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. 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.

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. A retaliation charge or complaint with IDHR or EEOC, may be filed within three hundred (300) days of the alleged retaliation.

Consequences of a Violation of the Prohibition on Sexual Harassment

In addition to any and all other discipline that may be applicable pursuant to Village policies, employment agreements, this Manual and/or collective bargaining agreements, 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 five thousand dollars ($5,000) per offense, applicable discipline or discharge by the Village and any applicable fines and penalties established pursuant to Village 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 a court of law or a State or Federal agency.

Consequences for Knowingly Making a False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is a report not made in good faith. 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, this Manual and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission or officer, 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 five thousand dollars ($5,000) against any person who intentionally makes a false, frivolous or bad faith allegation. Res. 99-70 (11/2/99); Res 18-06 (1/9/18); Ord. 6029 (12/19/23).

2.3.2 Discrimination and Harassment

The Village shall provide employees a working environment free from unlawful discrimination and/or harassment based on race, color, religion, sex, national origin, age, gender, sexual orientation, marital status, pregnancy, citizenship status, genetic information, physical or mental disability, ancestry, military status, work authorization status, order of protection status, reproductive health decisions or familial responsibilities. The Village will not tolerate discrimination and/or harassment of any of its employees and will take immediate positive steps to stop it when it occurs.

Village employees shall not engage in any conduct constituting discrimination and/or harassment.

Discrimination is any hostile or offensive act or expression against a person on the grounds of his/her actual or perceived race, color, religion, sex, national origin, age, gender, sexual orientation, marital status, pregnancy, citizenship status, genetic information, physical or mental disability, ancestry, military status, work authorization status, order of protection status reproductive or familial responsibilities. Harassment is conduct, verbal or physical, towards another person or identifiable group of persons that has the purpose or effect of:

a. Creating an intimidating or hostile work environment;

b. Unreasonably interfering with a person's work environment;

c. Unreasonably affecting a person's work opportunities; or

d. Causing an individual to feel intimidated, demeaned or abused.

Harassment may include display or circulation of written materials or pictures degrading to either gender or to racial, ethnic or religious groups; verbal abuse or insults directed at or made in the presence of members of a racial, ethnic or minority group.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding discrimination and/or harassment will likewise be subject to disciplinary action, up to and including discharge.

Employees are encouraged to report claims of discrimination and/or harassment to their immediate supervisor. If an employee does not feel comfortable reporting claims of discrimination and/or harassment to his/her immediate supervisor or if the immediate supervisor is the alleged accused, an employee may report claims to the Director of his/her department. If an employee does not feel comfortable reporting discrimination and/or harassment complaints to the Director of the department or if the Director is the alleged accused, then an employee may report complaints directly to the Human Resources Director. Such complaints may be oral or written.

When a discrimination and/or harassment complaint is received by either an employee's immediate supervisor or Director, that individual will attempt to conciliate the problem, provided that the problem can be resolved to the satisfaction of all parties involved. If a complaint is resolved internally by the department, the immediate supervisor or the Director shall document the complaint and its resolution and forward a copy to the Human Resources Director. The immediate Supervisor or Director will also have the parties involved verify in writing that they are satisfied with the actions taken in response to the complaint.

If the complaint cannot be resolved within the department or if it requires further investigation, the immediate supervisor or the Director shall report the complaint to the Human Resources Director. The Human Resources Director shall promptly begin an internal investigation. This investigation shall include interviewing the complainant, the accused, and any and all other parties who may possess information relevant to the complaint. The investigator shall take into consideration all

relevant circumstances relating to the complaint. Where the investigation confirms the allegations, the Village shall take prompt corrective actions, including but not limited to, disciplinary action, up to and including discharge. Appeals of disciplinary actions may be requested in accordance with the provisions in Section 6 of this Manual.

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

There shall be no retaliation against employees for good faith reporting of discrimination and/or harassment or assisting the Village in the investigation of such complaints. Res. 88-41 (8/29/88); Res. 2014-77 (12/2/14); Res. 2020-23 (6/9/20). Res. 2022-99 (1/1/23); Ord. 6089 (12/17/24).

2.4 Whistleblower Protection Policy

The Village provides whistleblower protections in two important areas: confidentiality and against retaliation. The confidentiality of a whistleblower will be maintained to the extent allowable by law; however, an identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. A whistleblower may waive confidentiality in writing. The Village shall not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. There are several state statutes that provide protection to whistleblowers.

Public Officer Prohibited Activities Act (50 ILCS 105/4.1)

I. Definitions

a) **Whistleblower** means an employee, as defined below, of the Village who:
   1. Reports an improper governmental action as defined herein;
   2. Cooperates with an investigation by an Auditing Official related to a report of improper governmental action; or,
   3. Testifies in a proceeding or prosecution arising out of an improper governmental action.

b) **Auditing Official** means any elected, appointed or employed individual, by whatever name, in the Village whose duties may include: receiving, registering and investigating complaints and information concerning misconduct, inefficiency and waste within the Village; investigating the performance of officers, employees, functions and programs; and, promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the Village.
   1. The Auditing Official shall be the Village Attorney.

c) **Employee** means anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, temporary and seasonal workers. Employee also includes members of appointed boards, commissions or committees, whether paid or unpaid. Employee also includes persons who have been terminated because of any report or complaint submitted under this policy.

d) **Improper governmental action** means any action by an employee of the Village that is undertaken in violation of a federal or state law or local ordinance; is an abuse of authority; violates the public's trust or expectation of their conduct; is of substantial and specific danger to the public's health or safety; or, is a gross waste of public funds. The action need not be within the scope of the employee's official duties to be subject to a claim of "improper governmental action."
   1. Improper governmental action does not include the Village's personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals,

suspensions, demotions, reprimands or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

e) **Retaliate, retaliation or retaliatory action** means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this policy. Retaliatory action includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or, other disciplinary action made because of an employee's protected activity under this policy.

II. Duties of an Auditing Official

The Auditing Official has established written processes and procedures for investigations of complaints filed under this policy as set forth below. The Auditing Official shall investigate and dispose of reports of improper governmental action or retaliatory action in accordance with these processes and procedures.

The Auditing Official may reinstate, reimburse for lost wages or expenses incurred, promote or provide some other form of restitution to whistleblowers that were subjected to adverse actions for reporting improper government action. In instances where the Auditing Official determines that restitution will not suffice, the Auditing Official may make the investigation findings available for the purposes of aiding in that employee's, or the employee's attorney's, effort to make the employee whole.

The Auditing Official or designee must provide each employee a written summary or a complete copy of Section 4.1 of the Public Officer Prohibited Activities Act as well as a copy of this policy upon commencement of employment and at least once each year of employment.

III. Duties of an Employee

All reports of illegal and dishonest activities will be promptly submitted to the Auditing Official who is responsible for investigating and coordinating corrective action. If an employee has knowledge or a concern of improper governmental action, the employee shall make a written report of the activity to the Auditing Official. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Any whistleblowers who believe they are being retaliated against must submit a written report to the Auditing Official within sixty (60) days of gaining knowledge of the retaliatory action. If the Auditing Official is the individual doing the improper governmental action, then a report may be made to the DuPage County State's Attorney. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

IV. Process and Procedure for Reporting and Investigating Complaints

An employee who has knowledge or concern regarding improper governmental action or retaliatory action shall report it in writing to the Auditing Official. The Auditing Official shall promptly begin an internal investigation. This investigation may include interviewing the complainant, the accused, and any and all other parties who may possess information relevant to the complaint. The Auditing Official shall take into consideration all relevant circumstances relating to the complaint.

Where the investigation confirms the allegations of improper governmental action, the Village shall take prompt corrective actions, including but not limited to, disciplinary action, up to and including discharge. A person who engages in prohibited retaliatory

action is subject to the following penalties: a fine of no less than $500 and no more than $5,000, suspension without pay, demotion, discharge, civil or criminal penalties, or any combination thereof. Appeals of disciplinary actions may be requested in accordance with the provisions in Section 6 of this Manual.

V. Defend Trade Secrets Act Compliance:

"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

1. Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and, (ii) solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
2. Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and, (B) does not disclose the trade secret, except pursuant to court order." (18 U.S.C. § 1833).

State Officials and Employees Ethics Act (5 ILCS 430/15-10)

This Act 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, Village agency, or other Village employee that the Village 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, Village or State agency or other Village or State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Whistleblower Act (740 ILCS 174/15)

Pursuant this Act, the Village 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, the Village 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)) Res. 2020-23 (6/9/20); Res. 2021-65 (10/5/21).

2.5 HIPAA

The Village strives to protect the privacy of its employees' medical information to the greatest possible extent. To accomplish this, the Village and its employees are required to follow these guidelines regarding the confidentiality of medical information:

a. All medical information concerning employees will be maintained in separate, confidential medical files that are stored apart from regular personnel records. Only authorized employees will have access to such files, and access will be provided solely on a need-

to-know basis. Furthermore, such access shall be granted only in accordance with applicable law, which includes but is not limited to the Americans with Disabilities Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Federal Rehabilitation Act, State workers' compensation law and state privacy laws.

b. Employees are hereby notified that medical information concerning employees is absolutely confidential under State and Federal laws and may not be discussed at any time with any person under any circumstances. Exceptions are if an employee needs to do so in order to carry out his or her job duties, or if the person discussing the information is talking with the subject of the information at that person's invitation. The Human Resources Director is the Privacy Official. He/She is responsible for ensuring compliance with this policy. If an employee is concerned about a co-worker's possible medical condition or if there is a complaint regarding possible improper disclosure of confidential medical information, the employee should direct these concerns only to the Human Resources Director and no one else. The Privacy Official will document any complaint or inquiry.

c. Any employee who is found to have discussed medical information about another employee in violation of this policy, or who is found to have released such information without authorization, will be subject to disciplinary action, up to and including immediate discharge from employment. In addition, employees who violate medical information confidentiality may be subject to civil and criminal liability under State and Federal laws. (For informational purposes, civil monetary penalties for each individual failure to comply is one hundred dollars ($100) per violation and is capped at twenty-five thousand dollars ($25,000) for violations of the same provision. Federal criminal penalties for wrongful disclosure or receipt of individual identifiable health information can be fifty thousand to two hundred fifty thousand dollars ($50,000 - $250,000) in fines and imprisonment from one (1) to ten (10) years.) However, in the event an employee voluntarily discloses information to an employee or other person in a social setting, such self-disclosure shall act as a waiver to any liability.

d. Employees are hereby notified that each individual employee has the following rights with regard to their personal and confidential medical information:

1. to request restrictions on uses and disclosures of such information;

2. to access, inspect or copy their own information from the Village’s records;

3. to request amendments to their own information;

4. to receive an accounting of all disclosures of such protected information made for purposes other than treatment, payment or healthcare operations and authorizations.

The Department of Human Resources has forms for all of the above-stated types of requests.

e. All access to medical records must be approved by the Human Resources Director. If an employee believes that this medical information confidentiality policy has been violated, he or she should contact the Human Resources Director as stated in Section 2.5(b). To appeal a decision made by the Director of Human Resources, the employee should contact the Village Manager.

f. Medical records will not be provided to outsiders, except when the Village is properly served with a valid subpoena. When possible, the Village will notify the employee of the proper service of a subpoena upon it, in order to enable the employee to seek to quash the subpoena. This policy of disclosure is subject to the Freedom of Information Act and

any other Federal, State or local rules of law.

The Village's Human Resources Department maintains a long form of this document (Notice of Privacy Practices) which sets forth the privacy practices and policies and of which each employee is entitled to have a copy.

The Village will review this policy periodically to ensure compliance with State and Federal laws. Res. 2014-77 (12/2/14).

2.6 Medical Examination

All appointees to employment positions with the Village must undergo a drug screening at Village expense. Furthermore, depending upon the particular position, an appointee may also be required to undergo a medical examination, at Village expense, by a physician designated by the Village prior to commencement of their employment. The Village may require employees to undergo a medical examination, at Village expense, by a physician designated by the Village to determine whether the employee is medically able, with or without reasonable accommodation, to perform the essential functions of the position involved. The results of these tests shall be confidential and may only be used in compliance with the Americans with Disabilities Act. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

2.7 Citizenship

Except for those positions covered by the Board of Fire and Police Commissioners, United States citizenship is not a prerequisite for Village employment. However, proof of citizenship or alien's residency status or other proof of authorization to work in the U.S. is required as mandated by Federal law. Ord. 6089 (12/17/24)

2.8 Positions Requiring a Driver's License

Applicants must be able to demonstrate that they possess, or qualify to possess, a valid driver's license if the nature of their position or assignment requires them to operate Village-owned vehicles. Driver's license status, along with the previous driver's license history, must be verified with the applicable Secretary of State's Office. If an employee loses his/her driving privileges and the employee's job description requires them to have a valid driver's license, that employee may be subject to discipline, up to and including discharge. The employee's failure to immediately notify his/her immediate supervisor of a suspended or revoked license will be cause for disciplinary action, up to and including discharge. The Village reserves the right to verify the driver's license status, at regular intervals, as determined by the Manager or his/her designee, of all employees whose job description requires a valid driver's license.

2.8.1 Village Safety Policy

The safety of Village employees and the public, residents, and others doing business within the Village is of paramount concern. As a condition of employment, employees are expected to obey all safety laws, Village Ordinances, Village Administrative Regulations and Village Safety Policies, and are expected to perform all duties and to operate all equipment in a safe and efficient manner. Res. 2014-77 (12/2/14).

2.9 Qualification Period

2.9.1 Qualification Period - Initial

An appointee to a full-time or part-time employment position, prior to being accepted into full employment status, shall successfully complete an initial qualification period in accordance with the following schedule, provided, the qualification period does not include time taken for sick leave or leaves of absence. Employees are not entitled to utilize vacation leave during the initial qualification period.

a. Employees under the jurisdiction of the Board of Fire and Police Commissioners shall complete a qualification period as mandated by the ordinances of the Village. Res. 74-52 (10/21/74); Res. 92-6 (2/10/92).

b. All other employees shall complete an initial qualification period of six (6) months. Res. 74-52 (10/21/74); 86-35 (12/1/86); Res. 92-6 (2/10/92).

2.9.2 Qualification Period - Promotional and Transfer

A promotional or transfer appointee shall successfully complete a qualification period in accordance with the following schedule, provided the qualification period does not include time taken for vacation, sick leave or leaves of absence.

a. Promotional appointees under the jurisdiction of the Board of Fire and Police Commissioners shall complete a promotional qualification period as mandated by a collective bargaining agreement, the ordinances of the Village or State law. All other promotional or transfer appointees shall complete a promotional or transfer qualification period of six (6) months.

b. Employees are entitled to utilize vacation leave during the promotional and transfer qualification period.

c. Once an employee accepts a promotion or a transfer, the employee forfeits all rights to the position previously held.

d. Employees transferred or promoted from a full-time non-exempt position to another full-time non-exempt position shall see no change in accrual of benefits at the time of transfer/promotion.

e. Employees transferred or promoted from a full-time non-exempt to a full-time exempt position will be eligible for accrual of benefits at the time of transfer/promotion relative to their years of full-time service with the Village, unless otherwise approved by the Manager.

f. Employees transferred or promoted from a part-time position to a full-time position will start accrual of benefits consistent with a new employee and are not eligible to receive credit for years of service while employed with the Village on a part-time basis.

Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

2.9.3 Qualification Period - Performance Review

During any qualification period, an employee's performance will be subject to a review based on performance, ability, attitude, and such other factors as may be deemed appropriate for such employment review. The qualification period is to be used in conjunction with other examinations to determine an employee's fitness for continued employment in the employment position. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

2.9.4 Qualification Period - Extension

At the Manager's sole discretion, any qualification period may be extended for an additional term

not to exceed the original period. The qualification period shall be deemed to have been automatically extended by the Manager and the qualification period shall not be deemed completed until the Director submits a PA, and the Manager approves said PA. Res. 2022-99 (1/1/23).

2.9.5 Qualification Period - Status upon Completion

An appointee to a full-time or part-time employment position who successfully completes his or her qualification period shall be considered on full employment status. A promotional or transfer appointee to a full-time or part-time employment position who successfully completes his or her qualification period shall be considered on full employment status. Res. 2014-77 (12/2/14).

2.10 Regular Performance Reviews

Generally, all employees will have their performance reviewed no less frequently than annually. Additionally, an appointee to a full-time or part-time position, a promotional appointee, and a transfer appointee will have their performance reviewed as follows:

a. Six (6) month performance review;

b. Twelve (12) month performance review.

Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14)

2.10.1 Performance Improvement Plan

After consultation with the Human Resources Director, a Director may place an employee who is having performance issues on a Performance Improvement Plan, which will include the following, when appropriate:

1. The specific steps to address and rectify the performance problem or issue.
2. Future performance standards and expectations.
3. Such other actions, steps, information and commitments as may be appropriate.
4. The time frame for the Performance Improvement Plan, or any particular part thereof.

An employee who fails to substantially fulfill and meet the terms and conditions of the Performance Improvement Plan shall be subject to discipline, up to and including discharge.

A copy of the Performance Improvement Plan, signed by the employee, supervisor, and Director shall be placed in the employee's personnel file. Res. 2014-77 (12/2/14).

2.11 Hours of Work

This section is intended to define the hours of work within various Village departments and provide the basis for calculation and payment of overtime, and provisions for paid and unpaid leave. However, this shall not be construed as a guarantee of hours of work per day or per work period. The duration and/or composition of the work period may be amended or altered by the Manager, based upon the work requirements of the Village. Res. 86-35 (12/1/86).

2.11.1 Work Schedule

The Manager shall provide for, and may from time to time amend, the normal work schedule of each employment position within the Village. Full–time Village employees work a forty (40) hour week unless otherwise approved in writing by the Manager for cases that necessitate otherwise. Village business hours are Monday – Friday 7:30 AM to 4:30 PM Res. 2014-77 (12/2/14); Ord. 6167 (12/9/25).

2.11.2 Work Period

In general, the work period for employees is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59:59 p.m. Saturday, the seventh day. Res. 86-35 (12/1/86); Res. 88-41 (8/29/88); Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23); Ord. 6029

(12/19/23).

2.12 Lunch and Rest Periods

Lunch periods shall be at times scheduled and designated by the Director. In the sole discretion of the Director, employees may also be permitted to take a fifteen (15) minute rest period generally for every four (4) hours of work at times scheduled and designated by the Director. Directors shall not provide such break periods at the start or end of an employee's work day, nor are the fifteen (15) minute rest periods to be combined together or combined with lunch periods. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

2.13 Overtime Compensation

2.13.1 Exempt Employees

a. Exempt employees are not entitled to overtime compensation.

b. If an emergency or special event is declared by the Manager, an exempt employee who works during such emergency or special event may be eligible for compensation at a rate of pay that is greater than the employee's present hourly rate as determined by the Manager.

2.13.2 Non-Exempt Employees

a. Any overtime work shall require advance approval of the Director or the Director's designee.

b. All non-exempt employees of the Village shall be compensated for overtime worked beyond their basic work period. The basic work period for such employees and the compensation for overtime worked in excess of such period shall be determined in accordance with this section. All eligible employees will be compensated for hours worked in excess of their standard forty (40) hour work week in accordance with the Fair Labor Standards Act.

c. For the purposes of the application of this section, hours worked shall include hours for which an employee receives compensation as a Village employee. Vacation time, sick days, holidays or any other paid time during which an employee did not actually work will count as hours worked.

d. Non-exempt employees not subject to a collective bargaining agreement called in to work overtime and receive such notice outside of their normal work schedule shall receive, in addition to the applicable overtime rate, one additional hour's pay at the rate of time and one-half (1½) as compensation for the inconvenience of unscheduled work outside the employee's normal working hours, and not compensation for travel expense.

e. Non-exempt employees not subject to a collective bargaining agreement shall be compensated for all hours worked in excess of their forty (40) hour work period at the rate of time and one-half (1½) the employee's regularly scheduled hourly rate for each hour worked in excess of the regularly scheduled forty (40) hour work period.

f. An employee eligible to receive overtime compensation may, at the discretion of his/her supervisor, elect to be compensated in paid time off from work in accordance with the Fair Labor Standards Act ("Compensatory Time"). Compensatory time off shall be accrued at a rate equal to time and one-half (1½) the number of hours actually worked in excess of forty (40) in any work week.

g. The method of compensation selected and the scheduling of compensatory time off, shall be determined by the supervisor, taking into account the budget and work load of the department.

h. Employees shall not be allowed to carry over accumulated compensatory time from one year to the next, unless approval in writing is granted by the Manager no later than January 1 annually. In no event may an employee accrue more than one hundred (100) hours of compensatory time. Accumulated compensatory time in excess of eight (8) hours shall be paid out to all employees annually prior to January 31st. Res. 2022-99 (1/1/23).

Res. 86-35 (12/1/86); 92-31 (6/1/92); Res. 2014-77 (12/2/14).

2.14 Snow Plowing

All non-Public Works employees who work in the snow plowing detail of the Public Works Department will be paid at a rate of pay as determined by the Manager.

2.15 Communication with Elected Officials

The Manager form of government requires that the Mayor and Village Council members deal with Village employees solely through the Manager. Therefore, all formal, official or business communication between employees and Village Council members shall occur through the Manager except as follows:

a. At the request of any Village Council member, employees may provide information concerning operation of their department. Provided that such communication shall comply with the following conditions:

   1. Such information does not require special or extensive studies.

   2. The employee reports such requests to his or her supervisor or the Manager within twenty-four (24) hours.

b. Informal, social, or casual communication (unrelated to Village business) between employees and Village Council members shall be permitted and shall not be subject to the conditions established in subsection (a) above. Res. 84-7 (1/98/84); Res. 86-35 (12/1/86).

2.16 Outside Employment

2.16.1 Permitted Under Conditions

All full-time employees must recognize that their primary duty and responsibility is to the Village of Downers Grove, and that employees may engage in other employment outside of official duty hours provided that approval is secured from their Director and that advanced written notice is given to the Director of Human Resources. Res. 74-52 (10/21/74).

2.16.2 Limitations on Outside Employment

a. Outside employment shall not interfere with his/her effectiveness as a Village employee. Res. 74-52 (10/21/74).

b. Outside employment shall not interfere with an employee's regularly scheduled work days. Paid vacation leave time may be requested by an employee to work at an outside employer subject to:

   1. The vacation request notes that the employee needs time off to work for another employer.

   2. In the sole discretion of the Director, approval of such leave time does not interfere with Department operations.

c. An employee may not use sick leave time to work at an outside employer.

d. An employee may not engage in outside employment while receiving worker's compensation benefits from the Village or while on FMLA leave.

e. Outside employment shall not interfere with an employee's response to emergency calls. Res. 74-52 (10/21/74).

f. Outside employment shall not create the appearance of impropriety or place an employee in a position of conflict of interest with his/her Village employment. Res. 74-52 (10/21/74).

g. Outside employment shall not cause overtime costs to be incurred by the Village.

h. No Village assets or property shall be used by an employee in the course of his/her outside employment. Activity pertaining to outside employment must not impose on Village time.

i. No two Village employees, when one supervises the other, shall engage in outside employment which routinely places them in a direct supervisory relationship of any kind.

j. If permission for outside employment is granted, such permission may be rescinded by the Director if experience indicates that continued outside employment would present a violation of this Manual or interfere with Village employment. Notification to the Human Resources Director shall be provided.

Res. 80-38 (6/16/80); Res. 2014-77 (12/2/14)

2.17 Retirement

Mandatory retirement for sworn personnel in the Police and Fire Departments shall be at the age of sixty-five (65). Such retirement shall be effective on the first working day after the employee's sixty-fifth (65th) birthday. Res. 75-6 (1/20/75); Res. 78-24 (5/8/78); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14)

2.18 Provision for Work Equipment

The Manager shall periodically issue specific guidelines, which outline the policies of the Village in providing certain equipment, clothing, tools, and other necessary work items to Village employees. Res. 86-35 (12/1/86).

2.18.1 Dress Code

Directors shall determine the proper attire for employees. Generally, sworn employees and employees assigned to work outdoors are required to wear uniforms. All employees that work in an office environment acknowledge that their Director, in conjunction with the Human Resources Director, may establish guidelines for proper office attire. Appropriate office attire, in general, shall include clean, pressed clothing that is free of advertisements or logos (unless official Village logos). Inappropriate office attire is generally characterized as worn or tattered material, ripped material, stained material, tank tops, t-shirts that feature pictures/logos advertising alcohol or tobacco products and shorts or skirts that are more than four inches above the knee. Common sense should prevail when employees choose clothing for the Village and take into account the professional business atmosphere that is expected of a municipal organization. It is also recognized that Fridays are commonly referred to in Village offices as a casual day and while denim clothing may be appropriate on this day in limited circumstances, Village employees should take care to wear casual clothing that is clean, pressed and free of visible wear.

2.19 Search Policy

The Village reserves the right to search lockers, desks, filing cabinets, computer files, emails,

cellular phones and any other Village property at any time. Employees should maintain no expectation of privacy in these items. Res. 2014-77 (12/2/14).

2.20 Employee Identification Cards

All employees shall be issued identification cards by the Human Resources Department during their orientation process. Said cards are to be used with the public to identify the holder of the card as a Village employee. All cards are the property of the Village and shall, therefore, be returned to the Village upon termination of employment. If an employee's identification card is lost or damaged, the employee should contact the Human Resources Department to obtain a new one. Employees are encouraged to wear their identification card while visiting other departments and employees are required to have their identification card with them while conducting Village duties in public.

2.21 Access to Personnel File

The Village shall maintain an official personnel file for each employee with the Department of Human Resources. Employees may request to inspect, copy and receive copies of documents from their personnel file at any time by providing a written request to the employee's Director, who will then notify the Human Resources Director. Requests to inspect, copy and receive documents from an employee's personnel file will be approved in accordance with the Personnel Record Review Act (820 ILCS 40/1 *et seq.*) Ord. 6089 (12/17/24)

2.22 Solicitation and Distribution

a. Employees are expected to devote their full attention to their assigned work during their working time. Accordingly, except for requests for contributions for gifts or receptions specifically to honor employees on their retirement, resignation from Village employment, or other events of personal significance, the following rules shall be in effect:

    1. Except during authorized break periods, employees may not solicit for or distribute literature during such employee's working time on behalf of any organization, charity or cause.

    2. Employees who wish to solicit for any organization, charity or cause during such employee's off-duty time may not disturb other employees when such other employees are working.

    3. Employees may distribute literature on behalf of organizations, charities or causes in break room areas of the Village.

b. Employees shall refrain from making referrals and/or recommendations for professional services to the public during work time. Professional services shall include, but not be limited to: legal services, medical services, engineering services, plumbing services, architectural services, etc. Res. 84-29 (6/18/84); Res. 2014-77 (12/2/14)

2.23 Bulletin Boards

a. Certain bulletin boards in non-public areas, as designated by the Manager pursuant to an administrative regulation, are reserved for exclusive use by the Village for official communications to employees, and may not be used by employees to post notices. An official bulletin board will be designated as such in each facility by the Manager for the Village Hall, the Police Chief for the Police Department, the Fire Chief for each Fire Station and the Public Works Director for the Public Works Facility.

b. Certain bulletin boards in public areas, as designated by the Manager pursuant to an administrative regulation, are reserved for exclusive use by the Village for official communications to the public, and may not be used by employees to post notices.

c. Certain bulletin boards in non-public areas, as designated by the Manager pursuant to an administrative regulation, may be used by employees to post notices. Provided, that the material posted may be removed by the Village if, in the sole determination of the Manager, it is deemed inappropriate. Res. 84-29 (6/18/84); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

2.24 Abandonment of Position

When an employee is absent from work three (3) days or longer without authorization for the absence from his/her Director or Manager as the case may be, this shall be construed as job abandonment and the employee shall be deemed to have resigned his/her employment position. Provided, in this event the Village shall send notice to the employee by registered or certified mail at the employee's address as shown on the records of the Human Resources Department. The notice shall advise the employee that the employee has been deemed to have resigned from his/her employment position with the Village, setting forth the basis therefore and advising the employee of his/her right to appeal pursuant to Section 6 of this Manual.

2.25 Voluntary Resignation

An employee may resign by submitting his or her resignation to his/her Director. The resignation shall specify the date on which the resignation shall take effect; generally, this should be a minimum of two (2) weeks from the submittal of the resignation. The resignation shall take effect on said effective date. Once the resignation is submitted, the resignation may not be withdrawn prior to taking effect unless the Human Resources Director, for reasons promoting the efficiency of the service, determines to allow such a withdrawal. Res. 2014-77 (12/2/14).

2.26 Reduction in Force; Layoff

a. A Director, with consent of the Manager, may layoff any employee without prejudice because of a reduction in force due to lack of funds, consolidation or re-organization of functions, curtailment of work or elimination of an employment position. Whenever layoffs are determined to be necessary, they shall be based upon the needs of the Village taking into consideration the ability and qualifications of the employees involved. All things being equal, layoffs will generally be in reverse order of total service within that employment position within the Village. Provided, this seniority based process shall only apply when the Director determines that, based upon the anticipated needs of the Village, the qualification of the employees to perform the available work and the past performance of the affected employees are substantially equal. Otherwise, those employees best meeting the needs of the Village and best qualified to perform the work shall be retained and the reasons therefor shall be reported to the Human Resources Director and the Manager.

b. In lieu of layoff, a Director may, with the consent of the Manager, offer an employee an alternative employment position, including a part-time position, provided one is vacant and the employee is qualified to perform the duties of the alternative position. Provided, there shall be no right to such alternative position and the employee shall take such position subject to the pay and benefits in effect for such alternative position. Provided further, nothing herein shall be construed to confer any right to bump less senior employees, it being understood that the decision to offer an alternative position is within the sole and unfettered discretion of the Village.

c. There shall be no bumping. In particular, and without limitation, employees laid off shall not have the right to bump employees with less employment seniority. For the purpose of this rule, bumping shall mean a more senior employee, in terms of employment time with the Village, who has been laid off being assigned to an equivalent or lower ranking position that results in the displacement of the incumbent employee in such equivalent or lower ranking position.

d. Any employee laid off may appeal in writing directly to the Manager within seven (7) calendar days of the receipt of the written notice of a reduction in force pursuant to Section 6.4 of this Manual, or such successor provision as may be adopted.

e. The names of employees who have been laid off shall be placed on an appropriate re-employment list maintained by the Human Resources Director. Employees with a satisfactory employment record who are involuntarily separated from the Village service through no fault of their own shall be placed on appropriate class re-employment lists in the order of their years of continuous service with the Village regardless of class. Employees with the same total years of service shall be placed on the list for the class in question in order of their final performance evaluation. The eligibility of all candidates on class re-employment lists shall expire one (1) year from the date of their separation from the Village service. Candidates will be removed from the re-employment list if they fail to return to work within seven (7) business days after receiving notice by registered or certified mail of his or her recall.

f. Recall rights. Whenever the Village fills a vacancy in a full-time position of employment it shall prior to offering the position to any other person, offer the position to the person of highest continuous service in the class with the Village who at that time is on layoff status. Persons who have been on layoff status for more than one (1) year at the time the vacancy is filled are not entitled to this recall. If no such person entitled to the vacancy accepts the offer, the Village may proceed to fill the vacancy.

g. This Section does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this Section. All provisions of this Section are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this Section implies, or may be construed to imply, that it or any portion thereof is an employment contract.

Res. 2014-77 (12/2/14) Res. 2022-99 (1/1/23).

SECTION 3 - EMPLOYEE COMPENSATION

3.1 In General

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written employment agreement, the following provisions shall govern the pay practices of the Village. The Village's employment compensation program consists of the annualized salary or wage paid, plus all benefits granted, to an employee. Except as otherwise expressly provided herein or pursuant to State or federal law, only employees on full employment status are eligible to receive full benefits from the Village, or part-time employees who are budgeted to work beyond one thousand (1,000) hours annually are eligible to receive part-time benefits. Res. 74-52 (10/21/74) Res. 98-46 (8/3/99); Res. 2014-77 (12/2/14).

3.2 Salaries

Employee salary ranges are set and periodically adjusted, by the Village Council, upon recommendation of the Manager, as set forth in the Employment Classification Plan. Res. 74-52 (10/21/74); Res. 88-41 (8/29/88).

3.3 Benefits

Employee benefits are established and periodically amended by the Village Council, upon recommendation of the Manager. In addition, paid and unpaid leave benefits are described in Sections 4 and 5 of this Manual. Employees with questions regarding benefits should contact the

Human Resources Department. Res. 2014-77 (12/2/14).

3.4 Pension

Employees are generally included in one of three (3) separate pension funds: Illinois Municipal Retirement Fund for general service employees who are employed prior to their sixtieth (60th) birthday and work at least one thousand (1,000) hours per year; Fire Pension Fund for sworn firefighters; and Police Pension Fund for sworn police officers. Eligibility, participation, payroll deductions and benefits are as mandated by State and Federal laws.

The Village additionally maintains a 457 Plan retirement program in which full-time and part-time employees may participate, on a voluntary basis, and contribute a portion of their wages in accordance with IRS regulations. Res. 2014-77 (12/2/14)

3.5 Insurance Continuation- Retirees

a. Health Insurance Benefits
Individuals retiring from the Village and receiving a retirement or disability pension may elect to have access to medical insurance coverage through the Village. The Village is required to offer this coverage to such individuals under Illinois State law (see 215 ILCS 5/367f, 215 ILCS 5/367g, and 215 ILCS 5/367j).
Effective September 1, 2009, a retired employee who wishes to continue to have access to medical insurance coverage through the Village may enroll in a retiree health plan and shall bear one hundred percent (100%) of the premium rate for this coverage.

b. Life Insurance Benefits
Effective May 1, 1995, an employee who qualifies for a retirement or disability pension may elect to continue his/her life insurance coverage as follows at a premium set by the Village:

An individual retiring prior to age sixty-five (65) will receive fifteen thousand dollars ($15,000) of life insurance coverage, with a reduction of thirty-five percent (35%) at age sixty-five (65) (benefit of nine thousand seven hundred fifty dollars ($9,750)), fifty percent (50%) at age seventy (70) (benefit of seven thousand five hundred dollars ($7,500) and termination of life insurance coverage at age seventy-five (75).

c. Dental and/or Vision Benefits
Individuals interested in continuing his/her dental and/or vision insurance coverage after retirement should refer to the Consolidated Omnibus Budget Reconciliation Act (COBRA) which contains provisions for continuation of these coverages. Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23).

3.6 Educational Assistance Program

The Village provides financial assistance for educational courses which are specifically job related in accordance with the following rules and procedures. The Educational Assistance Program is subject to budget approval. Budget approval shall be based on the total funds available for tuition reimbursement and the number of educational assistance requests received.

a. Courses covered: Educational courses must generally meet the following criteria:

1. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet expressed requirements of the Village.

2. The employee must include an approved educational plan/goal that includes specifications for the attainment of an academic degree.

3. Classes are scheduled on a regular basis over a period of time, either semester or quarter, normally at least several months.

4. Classes are held after normal working hours.

5. Course results are graded.

6. Courses must be taken from an accredited College or University as determined by the Human Resources Director.

b. Eligibility: Only employees in full employment status are eligible to participate in the Educational Assistance Program.

c. Covered expenses: Costs such as tuition, fees and textbooks are reimbursable under the Educational Assistance Program. Other costs such as transportation, parking and meals are not reimbursable.

d. Limitations: Reimbursement is limited to:

1. Two courses per academic semester, with a maximum reimbursement of four thousand five hundred dollars ($4,500) per fiscal year subject to available budgeted funds;

2. Percent limited to grade achievement, i.e. A= 100%, B=80%, C=60%. (Any grade lower than “C” is non-reimbursable.)

e. Approval: Advance approval of the Director, Finance Director, and Human Resources Director are required as a condition for payment of benefits under the program. An application is provided for this purpose and must be completed and approved before the course begins.

f. Reimbursement of educational expenses: Copies of the grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted before reimbursement can be made. A form is provided for this purpose. All educational reimbursements are taxable.

g. Repayment upon leaving Village employment: If an employee voluntarily leaves the Village within two years of completing a course reimbursed under this Program, a percentage amount of reimbursed expenses must be repaid to the Village according to the following schedule:

1. 0 to 6 months of completion of course – 100%
2. 7 to 12 months of completion of course – 75%
3. 13 to 18 months of completion of course - 50%
4. 19 to 24 months of completion of course - 25%

In the event an employee fails to reimburse the Village, the Village will deduct any such amount from the employee’s final paycheck. Res. 2014-77 (12/2/14)

SECTION 4 - PAID LEAVE

4.1 Holidays

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written employment agreement, the following provisions shall govern paid holidays by the Village. Holiday benefits for employees covered by any collective bargaining or written

employment agreement shall be as set forth in such agreements. Res. 2014-77 (12/2/14)

4.1.1 Holidays - General

The following holiday benefit program shall apply to all full-time employees, except temporary employees, and those employees in the employment positions described in sections 4.1.3 and 4.1.4 below: Ord. 6029 (12/19/23)

a. Full-time employees are eligible for the following paid holidays - Res. 74-52 (10/21/74), Res. 2020-55 (10/20/20):

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

b. All paid holidays shall be on the basis of eight (8) hours at such employee's regular rate of pay.

c. In addition to the holidays listed in subsection (a) above, employees on full-time employment status are entitled to sixteen (16) hours of paid time off, which is referred to as floating holiday time. Provided, that employees hired after July 1 of any year shall not be entitled to any floating holiday time for that year. Employees engaged in completing an initial qualification period for a full employment status position are not eligible to take annual floating holiday time until after six (6) months of continuous service. Actual use of the floating holiday time is subject to the scheduling approval of the employee's supervisor, and must be taken within the calendar year. Employees shall not be allowed to carry over the floating holiday time from one calendar year to the next. Res. 86-35 (12/1/86); Res. 88-41 (8/29/88).

d. All non-exempt employees who work on a designated holiday shall be paid at the rate of time and one-half (1½) times their regular rate of pay for the day.

e. Except for departments normally scheduled to work on Saturdays or Sundays, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. Res. 74-52 (10/21/74).

f. When a holiday falls within an employee's vacation period, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance. Res. 74-52 (10/21/74).

g. The floating Christmas Holiday will be determined at the beginning of each calendar year by the Manager.

   Res. 86-35 (12/1/86); Res. 94-22 (6/6/94); Ord. 6089 (12/17/24)

4.1.2 Reserved

Ord. 6029 (12/19/23)

4.1.3 Holidays - Shift Position

The following holiday benefit program shall apply to full-time, non-temporary employees who have been assigned to a shift position. Res. 74-52 (10/21/74); Res. 94-22 (6/6/94), Res. 2020-55

(10/20/20):

a. An employee assigned to a shift position is entitled to eight (8) hours of paid time off as their holiday time for each of the following holidays:

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

b. In addition to the holidays listed in subsection (a) above, employees assigned to a shift position are entitled to sixteen (16) hours of paid time off, which is referred to as floating holiday time. Provided, employees assigned to a shift position after June 1 of any year shall only be entitled to eight (8) hours of floating holiday time and employees assigned to a shift position after December 1 of any year shall not be entitled to such floating holiday time for that year.

c. Holiday time as provided herein shall be available for use at any time in the calendar year. Actual use of holiday time under this section is subject to the scheduling approval of the employee's Director or his/her designee.

d. In the event an employee commences or ceases working in a shift position during a calendar year, such employee's holiday time shall be adjusted by deducting holiday time for any holiday listed in subsection (a) which precedes such commencement or follows such cessation. Appropriate credits and deductions shall be made for an employee who ceases working in a shift position during the calendar year.

4.1.4 Holidays - Part-Time Employees

The following holiday benefit program shall apply to non-temporary, part-time employees:

a. Part-time employees shall receive four (4) hours holiday compensation at such employee's regular rate of pay for the following paid holidays, Res. 2020-55 (10/20/20):

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

b. In addition to the holiday compensation set forth in subsection (a) above, part-time employees shall be paid at a rate of one and one half (1½) times such employee's normal rate of pay for hours of actual work on the holidays. Res. 81-46 (7/6/81); Res. 94-22 (6/6/94); 98-46 (8/3/98); Res. 2014-77 (12/2/14).

4.2 Vacation

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written employment agreement, the following provisions shall govern paid vacation by the

Village. Vacation benefits for employees covered by any collective bargaining or written employment agreement shall be as set forth in such agreements. Res. 74-52 (10/21/74); Res. 79-35 (8/13/79); Res. 80-38 (6/16/80); Res. 2014-77 (12/2/14).

4.2.1 Eligibility for Vacation

Except as noted below, only full-time employees on full employment status are eligible for vacation time with pay employees completing the initial qualification period for a full employment status position may be eligible for vacation time with pay upon the approval of the Director or the Manager, as the case may be. A promotional or transfer appointee shall be eligible for vacation time with pay, regardless of the qualification period. Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23).

4.2.2 Vacation Accrual Schedule

Unless otherwise covered by a collective bargaining agreement, effective January 1, 2015, vacation shall be accrued each pay period based upon the following schedule:

Consecutive Employment	Vacation Accrual by Pay Period	Annualized Vacation Accrual
Beginning Employment	3.08 hours	80 hours
After four years	4.62 hours	120 hours
After eleven years	5.54 hours	144 hours
After twelve years	5.85 hours	152 hours
After thirteen years	6.15 hours	160 hours
After fifteen years	6.46 hours	168 hours
After twenty years	6.92 hours	180 hours

Res. 74-52 (10/21/74); Res. 76-51 (6/28/76); Res. 80-38 (6/16/80); Res. 81-38 (6/8/81); Res. 92-6 (2/10/92); Res. 2014-77 (12/2/14). Res. 2020-55 (10/20/20); Ord. 6029 (12/19/23).

4.2.3 Exempt Employee Vacation Bonus

a. Generally, it is anticipated that exempt employees will work in excess of eighty (80) hours per bi-weekly pay period. When situations and events occur, planned or unplanned, which do not fit into the normal work day, it is expected that exempt employees work reasonable extra time to accomplish the task or assignment. Due to this expectation, exempt employees shall accrue five (5) days (forty (40) hours for general exempt employees,) of additional vacation paid leave annually. This additional vacation leave shall be accrued each pay period on the same basis as regular vacation leave as provided in section 4.2.2. The time taken shall be scheduled and taken as vacation leave with the approval of the exempt employee's supervisor.

b. Each calendar year, budget permitting, exempt employees may designate up to forty (40) hours of accrued vacation time to be exchanged for payment, provided that such exchange shall not cause an employee’s accrued vacation time to be reduced below eighty (80) hours. Such designation for payment must be made in writing and received by the Human Resources Director no later than October 1 of each year. Any payment made shall be based on the then current bi-weekly salary.

Res. 2009-110 (12/1/09); Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23).

4.2.4 Scheduling Vacations

Vacation periods for employees shall be scheduled in advance and approved by the Director or his/her designee, taking into consideration the departmental work load and the needs and demands of the Village. Vacation periods for Directors shall be scheduled in advance and approved by the Manager, taking into consideration the needs and demands of the Village. Res. 74-52 (10/21/74); Res. 76-51 (6/28/76).

4.2.5 Accumulation of Vacation Time - Limitation

Employees shall be allowed to carry over up to, but not more than, one hundred sixty (160) hours of accumulated vacation from year to year, as time determined from the end of the first pay period of one year to the end of the first pay period of the following year. Res. 74-52 (10/21/74); 79-35 (8/13/79); Res. 82-22 (5/3/82); Res. 92-6 (2/10/92); Ord. 6029 (12/19/23).

4.2.6 Accumulated Vacation at Separation

Except as otherwise provided for in a collective bargaining agreement, accumulated vacation time and floating holiday time shall be paid at the time an eligible employee leaves Village employment. Provided, upon the death of an employee, such payment shall be made to the employee's designated life insurance beneficiary(ies) or, if none, to the estate.

4.3 Sick Leave Privilege

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written employment agreement, the following provisions shall govern paid sick leave by the Village. Sick leave benefits for employees covered by any collective bargaining or written employment agreement shall be as set forth in such agreements. Res. 90-6 (2/19/90); Res. 2014-77 (12/2/14).

4.3.1 Sick Leave - Eligibility

Except as expressly provided herein, only employees on full employment status are eligible for sick leave. Sick leave is a privilege, not a right, extended to full employment status employees. Employees engaged in completing the initial qualification period for a full employment status position may, upon approval of their Director, be granted sick leave privileges. Sick leave may not be used to obtain additional vacation time. Abuse of sick leave privileges is sufficient cause for discharge. Res. 2014-77 (12/2/14).

4.3.2 Sick Leave - Accumulation

Sick leave is accumulated on the basis of eight (8) hours for each full month of service. Res. 74-52 (10/21/74); Res. 77-5 (3/14/77); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86); Res. 90-6 (2/19/90); Ord. 6029 (12/19/23).

4.3.3 Sick Leave - Use

Sick leave is to be used for periods of personal illness or injury. In addition to personal illness or injury, sick leave may be granted, at the discretion of the Director or Manager as the case may be, for the following reasons:

a. medical appointments which cannot be scheduled outside of working hours;

b. illness or injury of a member of the employee's immediate family member, which necessitates the employee’s absence from work.

Ord. 6089 (12/17/24)

4.3.4 Sick Leave - Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no later than one hour before the starting time on the day of the absence. Res. 74-52 (10/21/74); Res. 79-35 (8/13/79); Res. 86-35 (12/1/86).

4.3.5 Sick Leave - Doctor's Certificate Required

The Village may require a doctor's certificate from employees who are absent. Said certification is at the employee's expense and may be requested when an employee has been absent due to illness or injury for a period of three (3) or more days; has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or in other circumstances

as deemed appropriate by the Director or Manager as the case may be.

Prior to returning to work, an employee must present to the Human Resources Director a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

4.3.6 Sick Leave - Separation of Employment

a. For Village employees with ten (10) or more consecutive years of full-time employment with the Village, and who were hired before December 1, 1993, the Village will pay for accumulated unused sick leave up to a maximum of nine hundred sixty (960) hours, in the following cases:

    1. When such person resigns or retires in good standing following two (2) weeks' notice; or,

    2. When such person is subject to a non-disciplinary termination such as an economic lay off; or,

    3. Upon such person's death, provided such death did not arise out of any event which would be cause for a disciplinary termination. In the case of an employee's death, such accumulated sick time will be paid to the employee's designated life insurance beneficiary(ies), or if none, to the estate.

b. The following shall not be eligible for payment of unused sick leave:
    1. An employee who was hired or rehired by the Village after December 1, 1993; or,

    2. An employee who has previously separated from employment with the Village and received a pay out of sick leave benefits; or,

    3. An employee who is the subject of a disciplinary termination.

    Res. 82-23 (5/17/82); Res. 86-35 (12/1/86); Res. 92-6 (2/10/92); Res. 2021-65 (10/5/21). Res. 2022-99 (1/1/23).

4.4 Funeral Leave

Except for employees covered by a collective bargaining agreement, or as otherwise provided in any written employment agreement, employees in full employment status may, in the event of death of a relative as defined in Section 1.2.27 of this Manual or a person for whom the employee is the legal guardian of and possesses a durable power of attorney, and with notification to the employee's supervisor, and with approval from the Director or Manager as the case may be, be granted and compensated for up to three (3) working days as funeral leave.

In the event of the death of the employee's spouse, child, stepchild, parent or a person for whom the employee is the legal guardian of and possesses a durable power of attorney, the employee will be granted two (2) additional working days off paid as funeral leave with approval of the Director. Approval for supplementing any funeral leave with any available vacation, compensatory or floating holiday time is at the discretion of the employee's Director.

Paid leave for this purpose will not be applicable in cases where the funeral occurs on a paid holiday, or any other case which would result in paying twice for the same time off. No additional payment will be made if the employee is on leave of absence or is absent due to illness or injury. Res. 2014-77 (12/2/14).

4.5 Jury or Witness Duty

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written employment agreement, full-time or part-time employees shall receive their respective full pay for time not worked while serving on jury duty or testifying as a witness at the request of the Village, or testifying under subpoena to matters related to their employment with the Village. Employees participating in jury duty shall keep the payment received for jury duty service and shall provide a copy of the check to his/her supervisor to verify their absence from work. In addition, no employee shall receive pay for time not worked while testifying as a witness in a case or administrative proceeding filed by the employee against the Village, its officers or employees or for matters of a personal interest. Res. 74-52 (10/21/74); Res. 2014-77 (12/2/14); Ord. 6089 (12/17/24).

4.6 Disability Leave - Pension

Employees may be eligible for disability leave and benefits under such employee's applicable pension program. Such eligibility and benefits are set forth in the Illinois laws regarding such programs and are administered by the relevant pension boards.

4.7 Workers' Compensation Benefits

Employees may be eligible for benefits under the Illinois Workers' Compensation Laws. Such eligibility and benefits are set forth in the Illinois laws regarding Workers' Compensation. Leave taken due to a workers' compensation injury or illness will be designated as FMLA leave. Res. 2014-77 (12/2/14).

4.8 Administrative Leave

An employee may be placed on administrative leave at the sole discretion of the Manager whenever the Manager determines that the employee's continued presence on the job is inappropriate or unduly disruptive. In such case, the employee shall be relieved from normal job duties but shall continue to be considered an employee of the Village and shall continue to receive all normal pay and benefits. Provided, Administrative Leave shall not be considered discipline; but is rather a temporary removal from duty. Administrative Leave shall be for such time as the Manager may direct. By way of example, but in no way as a limitation, Administrative Leave may be used such as during an internal investigation of personnel actions or alleged violations of these rules.

4.9 Part Time Employee and Temporary Employee Paid Leave

Part-time employees and temporary employees are eligible for paid leave time in accordance with this Section 4.9. Part time employees and temporary employees shall accrue paid leave time at the rate of 0.025 hours for every one (1) hour worked during each pay period. Unless otherwise approved by the Director or Manager, no part time employee or temporary employee may use any accrued paid leave within the first ninety (90) days of their employment. Accumulated paid leave shall not be paid at the time an eligible employee leaves Village employment. Employees shall be allowed to carry over up to, but not more than, one hundred sixty (160) hours of accumulated paid leave time from year to year, as time determined from the end of the first pay period of one year to the end of the first pay period of the following year. Ord. 6029 (12/19/23)

SECTION 5 - UNPAID LEAVE

5.1 Leave of Absence - Family and Medical Leave Act - Res. 96-11 (2/26/96)

a. Employees who have worked for the Village for at least twelve (12) months and have worked for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave may request up to twelve (12) weeks in unpaid leave in any twelve (12) months in accordance with the provisions of the Family and Medical Leave Act (FMLA leave) for the birth and care of a child or the placement of a child with the employee for adoption or foster care, a serious health condition of the employee or the employee's spouse, parent or child, or because of

any qualifying exigency (as defined by regulations of the U.S. Department of Labor) arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty or has been notified of an impending call or order to active duty (deployment to a foreign country) in the Regular or Reserve component of the Armed Forces.

b. ***Service Member Family Leave.*** An eligible employee, who is the spouse, child, parent, or next of kin (nearest blood relative other than spouse, child or parent) of a member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the commencement of leave, who has a serious injury or illness, for which he or she is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, shall be entitled to a total of twenty-six (26) weeks of leave during a single twelve (12) month period to care for the service member. During this single twelve (12) month period, an employee shall be entitled to a combined total of twenty-six (26) weeks of leave under paragraphs 5.1(a) and 5.1(b) herein. This paragraph does not limit the availability of leave under 5.1(a) during any other twelve (12) month period. The aggregate number of work weeks of leave to which both spouses working for the same employer may be entitled may be limited to twenty-six (26) work weeks during the single twelve (12) month period described in Section 5.1(b) if the leave is taken under 5.1(b) or a combination of 5.1(a) and 5.1(b). If the leave taken by the husband and wife includes leave described in 5.1(a), the limitation in 5.1(a) shall apply to the leave described in 5.1(a).

c. Application for FMLA leave shall be made in writing to the Human Resources Director, stating the reasons for the request, the date desired for the start of the FMLA leave and probable date of return. Absent an employee request for FMLA leave, the Village may still designate an employee's leave toward FMLA leave where the circumstances otherwise qualify.

d. For purpose of these rules, in computing the twelve (12) month period for FMLA leave privileges, the preceding (12) months from the date of the requested start of FMLA leave shall be used to determine the amount of available FMLA leave time for the employee.

e. Except as provided in b. above, FMLA leave taken for any reason, including medical, family or child care leave, shall not exceed a maximum combined total of twelve (12) weeks in any twelve (12) month period.

f. For purpose of these rules, the twelve (12) months an employee must have worked for the Village need not be consecutive months. Employment periods prior to a break in service of seven (7) years or more need not be counted unless said break in service was due to USERRA-covered military service obligations or there is a written agreement setting forth the Village's intention to rehire the employee after such a break in service.

Res. 2014-77 (12/2/14); Res. 2022-99 (1/1/23).

5.1.1 FMLA Leave - Serious Health Condition

a. For purpose of FMLA leave, a serious health condition is a disabling physical or mental illness, injury, impairment, or condition, and requires:

1. Inpatient care in a hospital, a nursing home, or a hospice; or

2. Outpatient care requiring continuing treatment by a health care provider, which may be met by one of the following:

i. A period of incapacity of more than three (3) consecutive full calendar days and treatment by a health care provider at least twice within thirty (30) days of the first

day of incapacity, or at least once with a regimen of continuing treatment, with the employee's first in-person visit to occur within seven (7) calendar days of the first day of incapacity; or

ii. Any period of incapacity related to pregnancy or for prenatal care; or

iii. A period of incapacity due to a chronic condition for which the employee sees a health care provider at least twice per year; or

iv. A period of incapacity for permanent or long-term conditions for which treatment may not be effective; or

v. Any period of absence to receive multiple treatments (including recovery from those treatments) by a health care provider for restorative surgery after an accident or other injury.

b. A serious health condition is intended to cover conditions and illnesses that:

1. affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery; or

2. affect the health of the child, spouse or parent such that he or she is unable to participate in school or regular daily activities on a recurring or continuing basis.

c. Examples of "serious health conditions" include heart attacks, heart bypass operations and procedures, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorder, injuries from serious accident, pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth.

Res. 2014-77 (12/2/14)

5.1.2 FMLA Leave - Employee Health Condition

Subject to the restriction set forth in Section 5.1.d., an employee with a serious health condition that renders the employee unable to work is entitled to up to twelve (12) weeks of FMLA medical leave in any twelve (12) month period.

5.1.3 FMLA Leave - Birth, Adoption or Foster Care

a. Subject to the restriction set forth in Section 5.1.e., an employee is entitled to up to twelve (12) weeks of FMLA family leave in any twelve (12) month period for any of the following events:

1. Birth and care of the employee's child; or

2. Placement of a child for adoption or as precondition to adoption; or

3. Placement of a child in foster care.

b. Entitlement to FMLA family leave under this section expires twelve (12) months after birth, adoption or placement.

c. Spouses who are both employed by the Village are only entitled to one combined twelve (12) week FMLA family leave. Provided, this time may be split between such employees.

Res. 2014-77 (12/2/14); Ord. 6029 (12/19/23)

5.1.4 FMLA Leave - Care of Sick Child, Spouse or Parent

a. Subject to the restriction set forth in Section 5.1.e., an employee is entitled to up to twelve (12) weeks of FMLA family leave in any twelve (12) month period to care for the employee's child, spouse, or parent who has a serious health condition.

b. To "care for" includes caring for either physical or psychological needs.

c. Spouses who are both employed by the Village are only entitled to one combined twelve (12) week FMLA family leave to care for a parent. Provided, this time may be split between such employees.

Res. 2014-77 (12/2/14)

5.1.5 FMLA Leave - Serious Injury or Illness

The term “serious injury or illness” for purposes of Service Member Family Leave means the following:

a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by service on active duty, and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

b. In the case of a veteran, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by service on active duty and manifested itself before or after the member became a veteran, and is:

1. a continuation of such a serious injury or illness and rendered the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or
2. a physical or mental condition for which the veteran has received a Service-Related Disability Rating of fifty percent (50%) or greater for the condition precipitating the need for leave; or
3. a physical or mental condition that substantially impairs the veteran’s ability to secure a substantially gainful occupation by reason of a disability related to military service; or
4. a physical or psychological injury for which the veteran has been enrolled in the VA Program of Comprehensive Assistance for Family Caregivers.

Res. 2014-77 (12/2/14)

5.1.6 FMLA Leave - Medical Certification

a. When an employee requests FMLA medical leave for the employee’s own condition or FMLA family leave to care for a child, spouse or parent, or next of kin of an individual in the case of leave taken pursuant to 5.1.b., the Village may require an employee to provide a complete and sufficient medical certification from an appropriate health care provider. However, the only information the Village will require the employee to provide in this certification is:

1. That the employee or family member has a serious health condition or serious injury or illness, as the case may be;

2. The date the serious health condition or serious injury or illness, as the case may be,

commenced and its probable duration;

3. The medical facts regarding the serious health condition or serious injury or illness, as the case may be;

4. If the family medical leave is for the employee's own medical condition, a description of the extent to which the employee is unable to perform his or her job duties; or

5. If the family medical leave is not for the employee's own medical condition, a statement that the employee is needed to care for the child, spouse or parent or next of kin of an individual in the case of leave taken pursuant to 5.1.b. and the amount of time needed to provide the care.

6. If the employee is requesting partial or intermittent leave, the employer may request verification of the schedule of treatment.

The name, address, telephone number, and fax number of the health care provider and type of medical practice/specialization.

b. If the FMLA medical leave is for the employee's own medical condition, the Village may, at the Village's expense, require the employee to obtain the opinion of a second health care provider chosen by the Village. If the employee's chosen and the Village's health care providers disagree about any of the information in the certification, the parties will mutually select a third medical provider at the Village's expense. The decision of the third provider shall be final and binding.

c. The Village may require a medical recertification every six (6) months or more often in the following instances:

1. If the FMLA leave is in excess of the minimum duration of the condition specified in the original certification form.

2. If medical circumstances have changed significantly, or the Village receives information casting doubt on the reasons for the absence.

3. If the employee requests an extension of the initial FMLA leave.

d. In the case of qualified exigency leave provided for in 5.1.a. due to a call to duty or active duty such leave shall be supported by a certification which sets forth the following information:

1. A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency;

2. The approximate date on which the qualifying exigency commenced or will commence, and the probable duration thereof;

3. If the employee is requesting partial or intermittent leave, an estimate of the frequency and duration of the qualifying exigency;

4. If the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders and the dates for such leave.

Res. 2014-77 (12/2/14)

5.1.7 FMLA Leave - Scheduling Leave

a. Advance notice is required for foreseeable or planned leave. An employee must provide the Village with at least thirty (30) days notice of the need for FMLA leave for birth, adoption, foster care or planned medical treatment for a serious health condition of the employee or family member or for a serious injury or illness of a covered service member when the need for the leave is foreseeable. In any case in which the need for FMLA leave is foreseeable based on planned treatment or supervision, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Village's operational needs. In any case in which the necessity for qualified exigency leave due to active duty of a family member is foreseeable, whether because the spouse, child, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the Village as is reasonable and practical.

b. When the need for a FMLA leave request is unforeseeable, notice should be as soon as practicable.

Res. 2014-77 (12/2/14)

5.1.8 FMLA Leave - Partial Absences

a. Some FMLA leave can be taken intermittently or on a reduced schedule. By way of example, employees may take leave in noncontiguous increments, e.g. every afternoon, every Friday, one week each month, etc.

b. Family leave for birth, adoption or foster care can only be taken on an intermittent or reduced leave basis with the approval of the Manager.

c. Medical leave may be scheduled as medically necessary. Provided, the employee must make a reasonable effort to schedule the treatment so as not to disrupt Village operations.

d. The Village may temporarily transfer an employee after taking intermittent or reduced scheduled leave to an employment position more suitable for recurring periods of absence to better accommodate the leave. Employee wages and benefits will remain the same as though no transfer had occurred during the transfer period.

Res. 2014-77 (12/2/14)

5.1.9 FMLA Leave - Denial

a. The Manager may deny a requested FMLA leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.

b. The Village may deny a requested leave if the employee does not provide the required medical certification after being requested to do so, unless the employee was unable to comply because of the need for emergency health care.

5.1.10 FMLA Leave - Use of Available Paid Leave

An employee shall utilize available paid sick, vacation, compensatory time, and holiday (including floating holiday time, earned time, etc.) leave benefits before unpaid FMLA leave is commenced. For purpose of this section, accumulated sick leave shall be utilized only to the extent that the sick leave privilege may be used pursuant to section 4.3.3 of this Manual. Res. 96-11 (2/13/96) (6/19/01).

Paid leave taken herein shall be counted as FMLA leave against the total FMLA leave permitted within any twelve (12) month period.

5.1.11 FMLA Leave - Benefits

a. During the period an employee is on FMLA leave, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began.

b. Employees using accrued paid sick, vacation and holiday (including floating holiday time, earned time, etc.) leave benefits as part of their FMLA leave remain on full employment status and continue to accrue, and may utilize, benefits during such paid portion of their FMLA leave. Such accrual and use will cease, if and when, such employee goes on FMLA leave not covered by accrued paid sick, vacation and holiday (including floating holiday time, earned time, etc.) leave benefits.

c. Except as provided herein, an employee is not entitled to accrue employment benefits while on FMLA leave. This includes, but is not necessarily limited to, sick, vacation and holiday leave benefits.

d. Employees on unpaid FMLA leave must make arrangements with the Village to pay the employee's share of health insurance premiums. If the employee's payment is more than thirty (30) days late, the Village may, upon written notice to the employee, terminate health insurance coverage. If an employee fails to return to work for a reason other than the qualifying FMLA event or due to circumstances beyond the employee's control, the employee shall be required to reimburse the Village for the cost of the premiums the Village paid to continue health insurance coverage during the unpaid leave.

Res. 96-11 (2/13/96); Res. 2014-77 (12/2/14)

5.1.12 FMLA Leave - Return from Leave

a. A return date shall be agreed to by the employee and the Manager at the time FMLA leave is granted. Generally, this will be the probable return date specified in the employee's application, but must always be within the permitted FMLA leave period.

b. An employee may advance the designated return date by serving written notice on the Manager not less than thirty (30) days before the desired alternative return date. Provided, such alternative return date must be within the FMLA leave period available to the employee. The Manager may waive such thirty (30) day notice if the employee requests to promptly return and an employment position is available.

c. An employee may request an extension of the FMLA leave by making application to the Village in the same manner as on the original application. Provided, such extension may not be granted in excess of the total FMLA leave period available to the employee.

d. An employee returning from FMLA leave will be placed in the employment position held before the leave began, if the employment position is vacant. If the former employment position is not vacant, the employee will be returned to an equivalent employment position having equivalent employment benefits, pay, and other terms and conditions of employment.

e. Prior to returning to work, an employee must present to the Human Resources Director a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

Res. 2014-77 (12/2/14)

5.1.13 FMLA Leave - Resignation

An employee who fails to return from a FMLA leave on the designated return date, either as

originally agreed or as extended, or after the expiration of the twelve (12) weeks or twenty-six (26) weeks in the case of leave pursuant to 5.1.b., shall be considered as having abandoned and resigned his/her employment position with the Village.

5.2 General Leave of Absence

Employees who have full employment status may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Manager. Such leave may be requested to:

a. Recover from their own health condition or attend to family illness.

b. Take care of other personal matters.

Res. 2014-77 (12/2/14)

5.2.1 General Leave of Absence - Procedure

a. Employees may submit a written request to their Director (or his/her designee) or the Manager, as the case may be, asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request, along with the written recommendation of the Director, shall be forwarded to the Manager for authorization.

b. Authorization for such a leave shall be within the sole discretion of the Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request. Approval of such request shall not be deemed usual and customary.

c. An employee is required to exhaust all available paid vacation and holiday benefits leave before unpaid general leave of absence is commenced.

5.2.2 General Leave of Absence - Benefits

a. For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave. Employee will be required to pay one hundred percent (100%) of a calendar month health insurance cost.

b. With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave of absence. This includes, but is not necessarily limited to, vacation, sick and holiday leave.

5.2.3 General Leave of Absence - Duration

A general leave of absence may be granted for up to twelve (12) weeks. Extensions may be granted for additional periods of up to twelve (12) additional weeks, not to exceed a total of twenty-four (24) weeks. In addition, extensions may be granted at the discretion of the Manager.

5.2.4 General Leave of Absence - Return to Duty

a. A return date shall be agreed to by the employee and the Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.

b. An employee may request to advance the designated return date by serving written notice on the Manager not less than thirty (30) days before the desired alternative return date. The Manager may waive such thirty (30) day notice if the employee requests to

promptly return and an employment position is available.

An employee may request an extension of the general leave by making application to the Village in the same manner as on original application.

c. Prior to reinstatement after a general leave of absence for a medical condition, an employee must present to the Human Resources Director a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

5.2.5 General Leave of Absence - Resignation

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

5.3 Leave of Absence - Military Service

Military leave shall be granted in accordance with applicable law. Res. 74-52 (10/21/74); Res. 92-6 (2/10/92).

5.4 Victims' Economic Security and Safety Act of 2003 (VESSA)

It is the policy of the Village to comply with the provisions of the Victims' Economic Security and Safety Act of 2003 (VESSA). Accordingly, all eligible Village employees shall be entitled to VESSA leave, on a gender neutral basis, provided the leave is taken in accordance with this Section of the Manual. Eligible employees shall be allowed VESSA leave for one or more of the following:

1. to seek medical attention for, or recovery from, physical or psychological injuries caused by domestic, gender, sexual violence or any other crime of violence to the employee or the employee's family or household member;

2. to obtain services from a victim services organization for the employee or employee's family or household member;

3. to obtain psychological or other counseling for the employee or the employee's family or household member;

4. to participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee's safety;

5. to seek legal assistance or remedies to ensure the health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic, sexual or gender violence, or any other crime of violence.

Res. 2022-99 (1/1/23).

5.4.1 VESSA Leave - Eligible Employee

"Eligible employee" for purposes of VESSA shall mean a part-time or full-time employee, who is a victim of domestic, sexual or gender violence, or any other crime of violence, or who has a family or household member who is a victim of domestic, sexual or gender violence, or any other crime of violence (provided the employee is not the perpetrator). Res. 2014-77 (12/2/14); Res. 2020-23 (6/9/20). Res. 2022-99 (1/1/23).

5.4.2 VESSA Leave - Term of Leave

Eligible employees shall be entitled to twelve (12) weeks unpaid leave in a twelve (12) month period, which shall be calculated based upon the twelve (12) months starting with the first day of the employee's previous leave under either the FMLA or this policy, and shall be subject to the following:

a. the employee must state a qualifying reason for the leave to allow the Village to determine whether the purpose for the leave is one permitted under the Act and this policy;

b. the entitlement to leave under the Act and this policy is not in addition to the twelve (12) week leave period provided for under the Family Medical Leave Act ("FMLA");

c. leave taken under this policy which also qualifies as FMLA leave shall run concurrently under both VESSA and FMLA, and shall be counted against the twelve (12) week entitlement under both VESSA and FMLA;

d. leave may be taken on an intermittent basis (in separate blocks of time) or on a reduced schedule (reducing the usual number of hours per week or per day).

Res. 2014-77 (12/2/14)

5.4.3 VESSA Leave for Death of Family or Household Member

Notwithstanding anything in Section 5.4.2 to the contrary, employees shall be entitled to use a cumulative total of not more than 2 (two) work weeks (10 work days) of unpaid leave for the following purposes:

a. attending the funeral or alternative to a funeral or wake of a family or household member who was killed in a crime of violence;
b. making arrangements necessitated by the death of a family or household member who was killed in a crime of violence; or
c. grieving the death of a family or household member who was killed in a crime of violence.

Leave in accordance with this Section 5.4.3 must be completed within sixty (60 days after the date on which the employee receives notice of the death of the family or household member.

Leave in accordance with this Section 5.4.3 is not in addition to leave provided in accordance with Section 5.4.2. Leave in accordance with this Section 5.4.3 shall run concurrently with any Funeral Leave or bereavement leave provided in accordance with Section 4.4 or any collective bargaining agreement. Ord. 6167 (12/9/25)

5.4.4 VESSA Leave - Notification of Leave and Certification Requirements

When the leave is foreseeable, the employee is required to notify the Village of the intention to take leave pursuant to this policy not less than forty-eight (48) hours before the date the leave is to begin. If the circumstances require the leave to begin in less than forty-eight (48) hours, the employee shall notify the Village as soon as practicable. The Village may deny an employee's leave request should the employee fail to provide timely advance notice for foreseeable leave. The Village may require that employees seeking leave under this policy submit a certification stating that:

a. the employee or a member of the employee's family or household is a victim of domestic, sexual or gender violence, or any other crime of violence; and

b. the leave is for one of the purposes enumerated in Section 5.4.

For foreseeable leaves, the certification shall be provided to the Village within seven (7) calendar days from the date the Village requests such certification or as soon thereafter as practicable. For unforeseeable leaves, the employee is required to provide certification as soon as is practicable, under the particular circumstances, after the date the Village requests such certification. The certification shall contain a sworn statement of the employee, and upon receiving such documents, the employee shall provide the employer copies of:

a. documentation from a representative of the victim services organization, an attorney, clergy member, physician or other professional from which assistance was sought in addressing domestic, sexual or gender violence, or any other crime of violence and its effects;

b. a police or court record;
c. in the case of leave under Section 5.4.3, a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or

d. other corroborating evidence. Res. 2020-23 (6/9/20). Res. 2022-99 (1/1/23); Ord. 6167 (12/9/25).

5.4.5 VESSA Leave - May Use Available Paid Leave

a. An employee may utilize available paid vacation, compensatory time and personal (floating holiday time) leave before unpaid VESSA leave is commenced. When an employee has exhausted all accrued paid vacation, compensatory time, and personal leave for a portion of the VESSA leave, an employee may utilize available paid sick leave for the remainder of the VESSA leave. Under no circumstances shall the VESSA leave exceed twelve (12) weeks.

b. Paid leave taken as provided in sub-section (a) above shall be counted as VESSA leave against the total VESSA leave permitted within any twelve (12) month period. Ord. 6167 (12/9/25)

5.4.6 VESSA Leave - Confidentiality

All information provided to the Village under this policy, including any certifications or any other documentation, record or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be maintained as confidential, except to the extent that disclosure is:

a. requested or consented to in writing by the employee; or

b. otherwise required by applicable law. Ord. 6167 (12/9/25)

5.4.7 VESSA Leave - Maintenance of Health Benefits

The Village shall maintain the employee's group health plan coverage for the duration of leave taken pursuant to this policy on the same basis, at the same level and under the same conditions coverage would have been provided had the employee not taken the leave. The Village and the employee shall continue to pay their respective applicable shares of the health care premiums during the duration of the leave. The Village may recover its share of premium payments made on behalf of the employee during the period of leave if the employee fails to return to work after the leave entitlement has been exhausted; provided that the employee fails to return to work for reasons other than the continuation, recurrence or onset of domestic or sexual violence that entitles the employee to leave pursuant to this policy; or because of other circumstances beyond the control of the employee. Certification as described in Section 5.4.3 may be required for employees unable to return to work for the above-noted reasons. If the employee substitutes paid leave for unpaid leave under this policy, his/her share of the health care premiums shall be paid

by the method the Village normally utilizes during any employee's paid leave. If the leave is unpaid, the employee shall pay his/her share of the premium, at the same time it would be made if it were made by payroll deduction. Ord. 6167 (12/9/25)

5.4.8 VESSA Leave - Return to Employment

At the end of the leave period taken pursuant to this policy, the employee shall be returned to the position held immediately prior to taking the leave. If that position is unavailable, the Village shall return the employee to an available position the employee is qualified to hold with equivalent pay and benefits and other terms and conditions of employment. The right to reinstatement ceases and the employment relationship between the employee and the Village will be deemed terminated if the employee informs the Village of his/her intent not to return to his/her employment at the end of the leave period. Ord. 6167 (12/9/25)

5.4.9 VESSA Leave - Non-discrimination

The Village will not fail to hire, refuse to hire, discharge or harass, retaliate against or otherwise discriminate against any individual in any form or manner, because:

a. the individual:

   1. is or is perceived to be a victim of domestic, sexual or gender violence, or any other crime of violence;

   2. attended, participated in, prepared for, or requested leave to attend, participate in or prepare for a criminal or civil court proceeding relating to an incident of domestic, sexual or gender violence, or any other crime of violence, of which the individual or a family or household member of the individual was a victim; or

   3. requested an accommodation in the workplace in response to actual or threatened domestic, sexual or gender violence, or any other crime of violence, regardless of whether the request was granted;

   4. exercised any rights provided for in the Act or this policy, or opposed any practice made unlawful by the Act (including filing charges or proceedings under the Act, providing information in connection with any proceeding under the Act, or testifying - or is about to testify - in any proceeding under the Act).

b. the workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic, sexual or gender violence, or any other crime of violence against the individual or the individual's family or household member. Res. 2020-23 (6/9/20). Res. 2022-99 (1/1/23) ; Ord. 6167 (12/9/25).

Reference: Victims' Economic Security and Safety Act, 820 ILCS 180/1 *et seq.*

5.5 School Visitation Rights Act

Employees scheduled to work full-time or part-time twenty (20) hours per week or more are eligible to request school visitation leave after they have at least six (6) consecutive months of service with the Village. Up to a total of eight (8) hours per year, but no more than four (4) hours on any given day, may be granted for school conference and activity leave if these activities cannot be scheduled during non-working hours. The employee must have exhausted all accrued vacation, holiday or any other leave, except sick leave or disability leave, before requesting school visitation rights leave.

a. The employee must provide written notice to the Village at least seven (7) days in advance of the leave. In an emergency situation, no more than twenty-four (24) hours notice will be required.

b. Upon completion of the school visitation rights leave, the school administrator must provide the parent/guardian documentation of the school visitation/activity. The employee must submit this verification to the Village within two (2) working days.

An employee who utilizes or seeks to utilize the rights afforded by the School Visitation Rights Act may choose the opportunity to make up the time so taken as guaranteed by this Act on a different day or shift as directed by the Village. An employee who exercises his/her rights under the Act will not be required to make up the time taken, but if such employee does not make up the time taken, he/she will not be compensated for the time taken. Time made up will be paid at the same rate as paid for normal working time. If no reasonable opportunity exists for the employee to make up the time taken, the employee will not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of overtime. Res. 2022-99 (1/1/23).

SECTION 6 - GRIEVANCES AND APPEALS

6.1 Grievances and Appeals Procedure

Employees are encouraged to promptly discuss with their supervisor any work-related problem. It is the policy of the Village to endeavor to conduct personnel actions that are fair and to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. However, it is recognized that certain issues may not be resolved in this manner and, therefore, a formal written procedure has been established for employees to pursue an appeal. Res. 81-38 (6/8/81).

The Human Resources Director is available to the employee and the supervisor to discuss the problem and the appeal procedure. In any case, the Human Resources Director shall be notified of such appeal. In certain unusual circumstances, it may be justified for the employee to talk to the Human Resources Director initially.

For the purpose of this Section, calendar day shall not include a holiday as designated by the Village herein.

6.2 Step 1 - Written to Direct Supervisor

Unless a different procedure is set forth in a collective bargaining agreement, an employee who wishes to appeal an action taken by his/her supervisor shall file a written statement with the direct supervisor within seven (7) calendar days from the effective date of the supervisor's action. Such written statement shall state:

a. the action which is being appealed; and

b. the reason(s) the action is being appealed.

The supervisor shall be responsible for making inquiry into the facts and circumstances of the appeal and providing the employee with a written decision within seven (7) calendar days after receipt of the statement. A copy of this decision is to be given to the Director and the Human Resources Director. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 2014-77 (12/2/14); Res. 2020-23 (6/9/20).

6.3 Step 2 - Appeal to Director

If the employee has pursued an appeal under Step 1 of this section and is not satisfied with the decision of his/her direct supervisor, the employee may appeal the action or decision to the Director as provided herein. The appeal shall be in writing and shall be filed within seven (7) calendar days from the effective date of the supervisor's decision. Such written statement shall state:

a. the action which is being appealed; and

b. the reason(s) the action is being appealed.

The Director shall make a separate investigation and provide the employee with a copy of the written findings and decision within seven (7) calendar days after receipt of the employee's appeal. A copy of the decision shall be provided to the Human Resources Director. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 2014-77 (12/2/14).

6.4 Step 3 - Final Appeal to the Village Manager

If the employee has pursued an appeal under Step 2 of this section and is not satisfied with the decision of the Director, the employee may appeal the decision, in writing, within seven (7) calendar days of the Director's decision, to the Manager. Such written statement shall state:

a. the action which is being appealed; and

b. the reason(s) the action is being appealed.

The Manager or the Manager's designee shall consider the information provided and may, at the Manager's sole discretion, conduct an informal meeting with the employee and other involved individuals. The Manager will render in writing his/her findings and decision within fourteen (14) calendar days after receiving the request for review, or as otherwise extended with the consent of the employee. Copies of the finding and decision shall be provided to the employee, the Human Resources Director and Director. The Manager's decision shall be deemed final. Res. 74-52 (10/21/74); Res. 80-38 (6/16/80); Res.81-38 (6/8/81); Res. 86-35 (12/1/86).

SECTION 7 - POLITICAL ACTIVITY

All employees are urged to exercise their individual right to vote as citizens. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities while at work, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

Unless otherwise provided by law, an employee of the Village shall not be allowed to serve as an elected official of the Village or be appointed to a Village Board or Commission, except in cases where the Village Board/Commission specifically calls for a seat to be held by a Village employee or a retired employee (e.g. Police Pension Board). Any employee seeking an elected office of the Village shall first apply to the Manager for a leave of absence before filing a petition for the elected office. Said leave of absence shall continue until the employee loses the election, withdraws from the election, or is elected. If elected, the employee shall be deemed to have resigned upon swearing into office.

Res. 2014-77 (12/2/14)

SECTION 8 - DISCIPLINARY ACTIONS

8.1 General

a. Except for employees under the jurisdiction of the Board of Fire and Police Commissioners, employees of the Village are "at will" employees and may be removed at any time, with or without cause. Adverse actions taken regarding an employee shall be classified as either disciplinary or non-disciplinary in nature.

b. Employees are expected to maintain reasonable standards of conduct and performance, and display a proper regard for the welfare and rights of other employees and the citizens of Downers Grove. To ensure that employees clearly understand the policies, rules, and procedures, and that disciplinary actions are applied on an equitable and consistent basis, certain guidelines have been established. Provided, nothing herein is intended, nor should it be interpreted as, requiring cause to discharge an employee.

c. Although an employee may be discharged for the good of the service, with or without cause, in general, where a disciplinary action is considered, in determining the degree or type of discipline applicable to an offense, the decision maker shall take into account the seriousness of the offense, the employee's previous work record, and other such information related to the offense. It is the general policy of the Village to apply progressive discipline where possible. However, persons who commit serious first offenses will receive appropriate discipline, up to and including discharge. The Human Resources Director is available for any consultation on disciplinary action and shall be advised in writing by the appropriate Director of such in all cases that progress beyond oral reprimand.

d. Nothing herein shall apply to reductions in force or job reassignments due to reorganization or economic decision of the Village. The Village reserves the sole right to determine staffing levels and organizational structure. Any demotion, reassignment or discharge arising out of such reorganization or economic decision shall not be considered discipline.

Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

8.2 Guide for Determining Unacceptable Behavior

In addition to other guidelines outlined in this Manual, administrative regulations issued by the Manager, and relevant rules of the various departments, the Village has established certain minimum standards of conduct. The following are examples of acts and practices for which disciplinary action is appropriate. The illustrations of offenses listed are not intended to be all inclusive; rather, the illustrations provide a general guide for determining unacceptable behavior.

a. Incompetency, inefficiency, or negligence in the performance of duties.

b. Any act which endangers the safety, health, or well-being of an employee or citizen, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the Village.

c. Possession or being under the influence of intoxicating liquor or drugs on Village property, or while operating Village equipment, or while performing the duties associated with the employee's position.

d. Possession of a weapon that is not deemed job-related equipment by the employee’s Director.

e. Making disparaging remarks to the discredit of the Village or other Village employees or officials.

f. Theft or willful destruction of Village property or the property of another employee or the public.

g. Use of Village equipment, property, or material for personal use or for any other inappropriate purpose.

h. Falsification or alteration of time sheets, personnel records, employment applications or any other Village records, or providing any information known to be false.

i. Repeated absences, tardiness, or leaving early; abuse of sick leave privileges; absence without leave.

j. Refusal to comply with the instructions or directions of supervisors.

k. Insubordination or breach of discipline.

l. Discourteous treatment of the public or work associates, including abusive language.

m. Failure to report a work-related accident, injury or illness.

n. Violation of or failure to observe any of the requirements or provisions of this Manual.

o. Receipt of two or more moving violations or involvement as the at fault vehicle in two (2) or more traffic accidents within a twelve (12) month time frame with a Village-owned vehicle.

p. Seeking payment or contributions of money or distributing non-work related materials or literature during work hours and in violation of rules in this Manual.

q. Engaging in sexual conduct while on duty.

r. Committing, attempting or threatening physical violence against another employee or a member of the public while on the work site or while on duty, except in self defense.

s. Not cooperating or providing false information in any disciplinary investigation or proceeding involving job-related misconduct or alleged violation of a Village ordinance, directive, regulation or law or not providing truthful information during said investigation.

t. Any other act or failure to act which is deemed to show the employee to be an unsuitable or unfit person to be employed in the public service.

u. Failure to comply with, or willful disregard of, all safety laws, ordinances, and Village safety policies.

v. Violation of Sections 2.3 or 2.4 of this Manual.

Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

8.3 Forms of Discipline

8.3.1 Oral Reprimands

Oral reprimands will be used for minor misconduct or performance problems or for first offenses where the offense is not of a sufficiently serious nature to warrant more severe disciplinary action. An oral reprimand is the lowest level of discipline. Oral reprimands will be documented on a PA and will be placed in the employee's personnel file. Res. 2022-99 (1/1/23).

8.3.2 Written Reprimands

Written reprimands will be used for repeated misconduct of a minor nature or for more serious misconduct which does not warrant suspension, a reflection day, dismissal or demotion. A written reprimand is considered more serious than an oral reprimand, but less serious than a suspension, reflection day or demotion. Copies of written reprimands will be documented on a PA and shall be maintained in employee personnel files. Res. 74-52 (10/21/74). Res. 2022-99 (1/1/23).

WRITTEN REPRIMAND PROCEDURE

a. STEP 1: Any immediate supervisor may initiate a written reprimand by forwarding the reprimand to the supervisor's Director.

b. STEP 2: If the Director approves the written reprimand, it will be forwarded to the Human Resources Director. Once the Human Resources Director approves the written reprimand the form will be returned to the immediate supervisor. The immediate supervisor will present the reprimand form to the employee in question and will obtain the employee's signature acknowledging receipt. If the employee refuses to sign, the immediate supervisor will note such refusal on the form.

8.3.3 Reflection Day or Days

a. A reflection day or days are used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a more minor nature. A reflection day(s) is/are considered equivalent to a suspension, more serious than a written reprimand, but less serious than a demotion or discharge. A reflection day(s) is/are to be used by an employee to evaluate the events giving rise to this action and their desire for, and commitment to, continued employment with the Village.

b. Prior to imposition of reflection day(s), a Director may convene a Pre-Discipline Meeting pursuant to Section 8.4.

c. The Director, in consultation with the Human Resources Director, will decide if the reflection day(s) or other disciplinary action will be imposed.

d. If a reflection day is imposed, the Human Resources Director will approve and execute the decision of the Director.

e. Immediately upon return to active duty following a reflection day(s), the employee shall provide his/her Director with a written notice that:

1. The employee has elected to resign from employment with the Village; or

2. The employee will address and rectify the specific problem or issue, which gave rise to the reflection day and will make a bona fide and good faith commitment to cause future performance to meet Village standards. This notice shall set forth, in general terms, the steps to be taken by the employee to address these problems or issues, and implement this commitment.

The failure to provide any written notice or a frivolous or bad faith notice shall be treated as an election to resign employment.

f. In the event the employee provides a bona fide good faith notice under subsection (e) above of their desire to continue employment with the Village, the employee and the employee's Director and supervisor shall meet with the Human Resources Director and prepare a Performance Improvement Plan as described in Section 2.10.1.

Res. 2014-77 (12/2/14).

8.3.4 Suspensions - Without Pay

a. Employees may be suspended without pay for serious misconduct or performance problems or for repeated misconduct or performance problems of a more minor nature. A suspension is considered more serious than a written reprimand, but less serious than

a discharge. The rules set forth herein shall apply only to the extent they do not conflict with the Fair Labor Standards Act and regulations adopted relevant thereto.

b. In order to formally suspend an employee without pay, a Pre-Discipline Meeting may be held pursuant to Section 8.4.

c. Except as provided herein, a Director may suspend an employee without pay with the prior approval of the Manager. Res. 74-52 (10/21/74).

d. If suspension is imposed, the Human Resources Director will approve and execute the suspension without pay.

e. The employee being suspended will be notified of the suspension and his/her appeal rights pursuant to Section 8.5 of this Manual by the Human Resources Director no later than three (3) business days before commencement of the suspension. The employee will be suspended without pay pending that appeal. Res. 86-35 (12/1/86).

8.3.5 Disciplinary Demotion

a. A disciplinary demotion will be used to address serious misconduct, which does not warrant discharge and may be used in lieu of, or in addition to, other forms of discipline.

b. Prior to any disciplinary demotion, a Pre-Discipline Meeting may be held pursuant to Section 8.4.

c. A disciplinary demotion must be approved by the Manager.

d. If disciplinary demotion is imposed, the Human Resources Director will approve and execute the decision of the Manager.

e. The employee being demoted will be so notified and advised of his/her appeal rights pursuant to Section 8.5 of this Manual by the Human Resources Director.

Res. 86-35 (12/1/86); Res. 2014-77 (12/2/14).

8.3.6 Discharge

a. In general, discharge as a form of discipline will be used for serious misconduct or performance problems and/or repeated misconduct or performance problems of a less severe nature. Provided, an employee may be discharged for the good of the Village, with or without cause, which discharge shall be considered non-disciplinary.

b. Prior to any discharge, a Pre-Discipline Meeting may be held pursuant to Section 8.4.

c. Discharge must be approved by the Manager.

d. If discharge is imposed, the Human Resources Director will approve and execute the decision of the Manager.

e. The employee being discharged will be so notified and advised of his/her appeal rights pursuant to Section 8.5 of this Manual by the Human Resources Director.

Res. 74-52 (10/21/74); Res. 810-38 (6/8/81); Res. 86-35 (12/1/86). Res. 2022-99 (1/1/23).

8.3.7 Procedures for Emergency Situations

In emergency situations requiring the immediate removal of an employee from the job site, the designated supervisor of the Village operation, with the approval of the Director and Manager, or

his or her designee, may summarily place an employee on Administrative Leave. This authority will be used only in responding to those emergency situations where it is deemed to be in the best interest of the employee and the Village in the sole discretion of the Manager. The supervisor will document the immediate suspension and refer the matter to the Director. The Director may:

a. order that the employee be disciplined or discharged.

b. order the employee to return to the job site and face no further disciplinary action.

c. place the employee on Administrative Leave for further duration to be determined.

The disciplinary procedures outlined herein are guidelines and may be modified at the sole discretion of the Manager when it is to be in the best interest and benefit of the Village. Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

8.4 Pre-Discipline Meeting

a. In all cases where discipline being considered is more serious than an oral or written reprimand, the Director will submit the matter to the Human Resource Director for review and comment. In the event a Pre-Discipline Meeting is held, the Human Resources Director will assist the Director in preparing for the meeting. The Director, the employee, and the Human Resources Director will attend the meeting. The purpose of the Pre-Discipline Meeting is to give the employee an informal opportunity to respond to the charges before any decision to impose disciplinary action is made.

b. After evaluating the information obtained in the Pre-Discipline Meeting, the Director, in consultation with the Human Resources Director and the Manager, as the case may be, will determine the appropriate disciplinary action to be imposed.

The meeting procedure outlined herein may be modified and/or waived at the sole discretion of the Human Resources Director when it is to be in the best interest and benefit of the Village. Res. 2014-77 (12/2/14).

8.5 Appeals

An employee with full employment status may appeal any disciplinary action, other than an oral or written reprimand, in accordance with the provisions of Section 6 of this Manual. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

SECTION 9 - CRIMINAL CHARGES

An employee charged with any criminal offense is expected to continue attending all his/her employment duties with the Village, unless a leave of absence has been granted. At the sole discretion of the Manager, as determined necessary for the good of the Village, an employee charged with a criminal offense may be placed on administrative leave with pay pending resolution of the criminal proceeding or for such other time period as the Manager may direct. The Manager may terminate such leave period at any time. Nothing herein shall bar disciplinary action against such employees, up to and including discharge, based upon the acts or omissions of the employee that gave rise or are related to the pending criminal charge. Res. 74-52 (10/21/74).

SECTION 10 - CLAIMS AND CIVIL SUITS

Employees who receive notice of any suit or claim against an employee for injury and damages suffered by another, arising out of acts or omissions of the employee while acting within the scope of such employee's employment with the Village, shall serve notice of such claim or suit by delivering a copy to the office of the Village Attorney, with a copy to their Director, on the next business day following receipt. All employees shall cooperate and assist in the processing and defense of such claims and suits, as well as any claim or suit against the Village in general, as requested by the Village Attorney or his or her designee. Employees shall not discuss or provide information regarding any claim or suit involving the Village, or its employees acting within the scope of their employment, except as authorized by the Village Attorney or his or her designee.

SECTION 11 - SMOKE-FREE WORKPLACE

All Village buildings and vehicles are designated as non-smoking, including e-cigarettes or vapes, pursuant to the Smoke Free Illinois Act (410 ILCS 82/1 *et seq.)*. Employees are prohibited from smoking within fifteen (15) feet of all entrances as defined in the Smoke Free Illinois Act, and in all Village vehicles. Res. 2014-77 (12/2/14). Res. 2022-99 (1/1/23).

SECTION 12 – GUN-FREE WORKPLACE

With the exception of sworn peace officers authorized by the Police Department, employees are prohibited from carrying a firearm in the scope of their employment with the Village, including, but not limited to in Village buildings, facilities or vehicles, even if the employee has a valid concealed carry license. Employees who observe an employee carrying a firearm who is not a police officer should notify their supervisor immediately. The supervisor should then contact the Police Department to report the incident.

Employees with a valid concealed carry license are allowed to have their firearm in their vehicle in the parking area provided they store the firearm in a case inside a locked vehicle or within a locked container outside of plain sight before entering the building and may carry the firearm in the immediate area surrounding their vehicle for the purpose of securing the firearm so long as the firearm is unloaded prior to exiting the vehicle. Res. 2014-77 (12/2/14)

SECTION 13 - EMPLOYEE DRUG AND ALCOHOL USE

The Village is committed to maintaining a drug-free workplace in compliance with applicable laws. In order to protect the public and to ensure a safe, healthful and drug-free work place, the Village requires compliance with the following procedures and guidelines:

a. The Village prohibits the unlawful use, consumption, manufacturing, dispensing, distribution, storing or possession of a controlled substance or alcohol while on Village premises, in Village vehicles or while performing work for the Village.

b. For purposes of this policy a controlled substance:

    1. Is a substance that is not legally obtainable;

    2. Is a substance that is being used in a manner different than prescribed;

    3. Is a substance that is legally obtainable, but has not been legally obtained, or

    4. Is a substance that is defined as such by federal or State law.

c. Any employee found using, consuming, possessing, storing, manufacturing, dispensing or distributing a controlled substance or alcoholic beverage on Village premises, Village vehicles or while performing work for the Village shall be subject to disciplinary action, up to and including discharge. Any disciplinary sanction imposed may also include the completion of an appropriate rehabilitation program as a condition of reinstatement or continued employment.

d. The Village may require employees to submit to a urinalysis and/or other appropriate drug and alcohol testing prior to hiring or promotion or subsequent to any on-the-job injury or accident.

e. Employees will not be permitted to work while under the influence of drugs or alcohol. Employees who appear to be unfit for duty will be relieved from duty and may be required to submit to a urinalysis and/or other appropriate drug and alcohol testing. The Village may also test an employee whenever there is a reasonable suspicion of drug or alcohol abuse. Refusal to submit to such testing or the failure to pass the test shall be cause for discipline, up to and including discharge. Notwithstanding, if the Village elects to discipline an employee on the basis that the employee is under the influence or impaired by cannabis, the employee shall have a reasonable opportunity to contest the basis of the determination.

f. The results of any drug or alcohol testing shall be sent to the Human Resources Director, but shall remain confidential to the extent possible under applicable law. If the results of the test are positive, the employee may be advised confidentially to seek the assistance of drug counseling or the employee assistance programs, and may be provided a reasonable period of time for rehabilitation. Provided, nothing herein shall be interpreted to prohibit the imposition of discipline up to and including discharge. In addition to any discipline which may be imposed, if an employee tests positive, the employee will be subject to random testing for the following year. If an employee subject to such random test again tests positive, the employee will be subject to further disciplinary action, up to and including discharge.

g. As a condition of employment, each employee will notify his or her supervisor if he or she is convicted of a criminal drug offense involving the workplace within five (5) calendar days of the conviction. In the event any such conviction involves an employee working on a federal or State contract or federal or State grant, the Village will notify the granting or contracting agency within ten (10) days of receiving notice of a conviction.

h. Employees are encouraged to request assistance through the Village's employee assistance program or other reputable sources in the community in dealing with a personal alcohol or drug-related problem.

i. Employees who wish to report drug and alcohol use in violation of this policy should contact their supervisor or the Human Resources Director. The Village will make every effort to protect anonymity, and such information will be treated in confidence.

j. All sworn employees in the Fire or Police Department and all employees whose employment position requires a valid commercial driver's license are prohibited from the use, possession, manufacture, distribution or sale of cannabis while on or off duty. In case of a conflict between this policy and any collective bargaining agreement, the latter shall take precedence.

k. In addition to the regulations contained herein, see also the Village's Drug and Alcohol Policy Administrative Regulation.

Res. 2014-77 (12/2/14); Res. 2020-23 (6/9/20).

SECTION 14 - VIOLENCE IN THE WORKPLACE POLICY

The Village is committed to providing a safe workplace for the benefit of its employees and the public. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

14.1 Prohibited Conduct

The Village does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

a. Causing physical injury to another person;

b. Making threatening remarks, including swearing or yelling;

c. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;

d. Intentionally damaging Village property or property of another employee;

e. Possession of a weapon while on Village property or while on Village business, except sworn peace officers;

f. Committing acts motivated by, or related to, sexual harassment or domestic violence.

Res. 2020-23 (6/9/20).

14.2 Reporting Procedures

Employees must immediately report any potentially dangerous situations to their supervisor or the Human Resources Director and, where appropriate, to law enforcement authorities. Reports can be made anonymously and all reported incidents will be investigated. All employees, including directors and supervisors, must notify their supervisor and the Human Resources Director when an order of protection has been obtained naming Village of Downers Grove premises, and when an order of protection is obtained which does not name Village of Downers Grove premises. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The Village will actively intervene at any indication of a possibly hostile or violent situation.

14.3 Risk Reduction Measures

While the Village does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or the Human Resources Director if any employee exhibits behavior, which could be a sign of a potentially dangerous situation. Such behavior includes:

a. Discussing weapons or bringing them to the workplace, except sworn peace officers;

b. Displaying overt signs of extreme stress, resentment, hostility, or anger;

c. Making threatening remarks;

d. Sudden or significant deterioration of performance;

e. Displaying irrational or inappropriate behavior.

Res. 2020-23 (6/9/20).

14.4 Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. If a supervisor or 911 can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Employees, including directors and supervisors, should assist persons injured as a result of workplace violence, including summoning Emergency Medical Services (EMS) personnel, staying with the injured person(s) until EMS personnel arrive and assisting Village officials in reaching the emergency contact(s) of any injured person(s).

14.5 Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including discharge. Non-employees engaged in violent acts on the Village's premises will be reported to the proper authorities and fully prosecuted. Res. 2014-77 (12/2/14).

EMPLOYEE PERSONNEL MANUAL

ACKNOWLEDGEMENT FORM

I, _____, hereby certify that I received, read and understand
(name)

the Employee Personnel Manual, revised January 1, 2026.

_____
Employee Signature

_____
Date