

EMPLOYEE HANDBOOK

January 1, 2026

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ARTICLE I. INTRODUCTION

Section 1.1 **Purpose of Employee Handbook**

Whether you have just joined our organization or have been with the Village of Palatine for many years, we are confident that you will find the organization to be a dynamic and rewarding place in which to work. We look forward to a productive and successful association. Our employees are our most valuable resources.

The Village has always taken pride in the abilities and accomplishments of its employees. It is the Village's policy, so far as the judgment of Village management is able, to pay wages and benefits that are competitive with the market, and recognize the value of its employees. It is also Village policy, generally, to communicate directly with employees and to try and work together to resolve employee concerns as they arise.

The purpose of this Employee Handbook is to present the principle rules, regulations, benefits and conditions of employment that apply to Village employees. Employees are urged to carefully read this Employee Handbook and understand its application. Clarification and interpretation of the Employee Handbook shall be made by the Village Manager as the Chief Administrative Officer of the Village. The Village Manager or his/her designee shall administer the provisions of this Employee Handbook.

This Employee Handbook is not intended to create any sort of contract of employment. Rather, it is intended to describe the Village and its present policies and procedures. These policies and procedures may be changed from time to time as the Village deems appropriate, consistent with state and federal laws. Further, consistent with the principles of at-will employment, employment and compensation can be terminated, with or without cause, and with or without notice, at any time at the option of the Village, except for those employees whose method of appointment or removal is set by State statute or Village ordinance. No representative of the Village, other than the Village Manager as an agent of the Village Council, has the authority to enter into any agreement for a specific period of time, or to make any agreement contrary to the foregoing.

Section 1.2 **Collective Bargaining Agreements**

Where this Employee Handbook and a Collective Bargaining Agreement between the Village and any of its employees address the same or similar issues or conflict in any way, the provisions of the Collective Bargaining Agreement shall control, and the provisions of the Employee Handbook shall not apply, with respect to any employee covered by the Collective Bargaining Agreement with regards to these issues or conflicts.

Section 1.3 **Types of Employment**

This Employee Handbook applies to all employees. The Village recruits and employs personnel under the following classifications:

A. **Part-Time Employee**

Employment that involves being regularly scheduled to work less than thirty-five (35) hours per week. The hours for part-time employment vary by position. Based on the

expected and actual hours worked on a regular basis throughout the year, part-time employees may be eligible for paid leave or pension participation as defined by the Employee Handbook (Section 4.9, etc.) and by Illinois Municipal Fund requirements. Short Term, Seasonal or Temporary Employee.

B. Short-Term, Seasonal or Temporary Employee

Employment which is considered short term or seasonal. An employee under this category is employed for less than three (3) full consecutive calendar quarters during a calendar year, or does not have reasonable assurance of being rehired for the same service in a subsequent calendar year. Unless specifically authorized by the Village Manager as a condition of employment, Intern positions are considered Short Term or Seasonal and are ineligible for paid leave.

C. Full-Time Employee

Employment which involves being regularly scheduled to work thirty-five (35) or more hours per week.

D. Supervisor

Employment as a supervisor shall be identified as an employee whose principle work is substantially different from that of their subordinate and is a member of the management group who has the authority and the interests of the Village, and may direct the daily work activities of a unit or shift of employees, and to whom the employees shall contact for reporting to work late, illness or other absence, and makes requests for authorized leave, and may have the authority to recommend employment, discipline or dismissal.

E. Sworn Employment

Employment as a Sworn employee shall mean all full-time firefighters and police officers who are sworn under oath to uphold state and federal law; and the hiring and promotional processes for these positions are typically governed by the rules and regulations of the Palatine Fire and Police Commission.

F. Confidential

Employment as a Confidential employee shall be identified as an employee who, in the regular course of employee's duties, assists or acts in a confidential capacity to persons who formulate, determine, and effectuate management policies or who have authorized access to information relating to the effectuation or review of management policies. Confidential status shall be assigned by the Department Head with the concurrence of the Village Manager.

G. Management and Professional

Employment as a management or professional employee shall be identified as an employee directly involved in the daily administration of key operational functions

within the departments and the Village as a whole. They are empowered to exercise independent judgment in areas impacting Village-wide concerns. This group is closely aligned with the Executive Leadership Team and is often called upon to assume an “acting director” role in the absence of the Department Head.

H. Executive Leadership

Employment as an executive leadership employee shall mean a Department Director and the position of the Deputy Village Manager. The executive leaders of the organization assist the Village Manager in administering the Village and are granted administrative authority to lead their department. They have a dual role in representing their department and the Village as a whole. They must also represent the Village to their departments to ensure Village policies are fully and properly carried out.

In addition to Employment Types, the Village designates the following Employment Classifications in conjunction with the guidelines for the Fair Labor Standards Act.

A. Exempt Employees

Exempt employees are paid on a salaried basis for all hours of work performed in a workweek and therefore are not entitled to overtime pay pursuant to the Fair Labor Standards Act.

B. Non-Exempt Employees

Non-Exempt employees are eligible for overtime pursuant to the Fair Labor Standards Act.

The employee’s Employment Type shall be used to determine, among other things, eligibility for benefits (assuming employee meets other eligibility requirements of the benefit program). The employee’s Classification will determine eligibility for overtime.

Section 1.4 Equal Employment Opportunity

It is the policy of the Village of Palatine to provide equal employment and advancement opportunities to all qualified persons without regard to race, color, religion, sex, sexual preference, sexual orientation, age, disability or handicap, political affiliation, national origin, type of military discharge, marital status, pregnancy or any other basis protected by law. It is the belief of the Village that equal employment opportunity is necessary for the development and maintenance of an efficient work force and for the optimum utilization of human resources. It is the intention of the Village to promote the full realization of equal employment opportunity through a positive, continuing commitment to diversity among the members of its staff. Specifically, the Village seeks to recruit and promote the career growth of qualified minorities, women, veterans, and disabled persons; as well as make reasonable accommodations to further the employment of the disabled.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of his/her supervisor or Human Resources. Any form of retaliation against an employee is strictly prohibited; therefore, employees can raise

concerns and make reports without fear of reprisal. Any employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. The complaint reporting procedure is set forth below in Section 1.7, Resolving Complaints of Harassment or Discrimination.

Section 1.5 Americans with Disabilities

The Village is committed to employing and providing equal employment opportunities to individuals with disabilities. The Village also provides reasonable accommodations to applicants and employees who are otherwise qualified to perform the essential functions of the job. Any employee in need of such an accommodation must notify his supervisor, Human Resources or the Village Manager.

The Village may engage in an interactive process with employees to determine the nature of limitations and potential accommodations that might remove such limitations. As part of this interactive process, the Village may request an employee to provide certain information from his or her health care provider regarding the employee's ability to perform the essential job functions with or without a reasonable accommodation.

Upon presentation of medical documentation supporting the need for a workplace accommodation, the Village will consider accommodation of pregnancy pursuant to this procedure to the extent such accommodation does not pose an undue hardship on the ordinary operation of the business of the Village.

Section 1.6 Harassment

The Village recognizes its responsibility to all employees to maintain a working environment free from sexual harassment and other forms of harassment. This policy prohibits all forms of harassment or other workplace discrimination based on an employee's or applicant's legally protected status. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, color, religion, sex, sexual preference, sexual orientation, age, disability or handicap, political affiliation, national origin, type of military discharge, marital status, pregnancy or any other basis protected by law. To achieve this environment, appropriate methods, such as affirmatively addressing the subject, expressing strong disapproval, developing appropriate sanctions, and informing employees of their right to raise the issue of harassment are utilized to alert employees to the problem.

A. Harassment Not Tolerated

The Village will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment. The Village discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation.

B. Sexual Harassment

As with other forms of harassment, harassment on the basis of sex is a violation of State, Federal and Local Laws. Sexual harassment includes any harassing conduct based on gender or sexual orientation, regardless of whether the conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual who engaged in the harassment and the individual being harassed are of the same or different genders.

While sexual harassment can take several forms, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitutes sexual harassment 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 a basis for employment decisions affecting an 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.

C. Prohibited Conduct

The Village considers the following conduct to represent some of the types of acts which violate the Village's Sexual Harassment Policy. These examples should not be construed as an all-inclusive list of prohibited acts under this Policy.

1. Physical contact of a sexual nature, such as:
 - a. Rape, sexual battery, molestation, or attempts to commit these assaults;
 - b. Intentional physical conduct which is sexual in nature such as touching, pinching, patting, grabbing, brushing against, or poking another employee's body.
2. Unwanted sexual advances, propositions, or other sexual comments such as:
 - a. Sexually-oriented gestures, noises, remarks, jokes, or comments about a person's sexuality, sexual orientation, or sexual experience directed at or made in the presence of any employee;
 - b. Preferential treatment, or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward;

- c. Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct intentionally making performance of the employee's job more difficult because of that employee's sex.
- 3. Sexual or discriminatory displays or publications anywhere in the Village's workplace by Village employees such as:
 - a. Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into the work environment or possessing any such material to display or view at work. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or ordinarily accepted for the accomplishment of routine work in and around the Village and who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body;
 - b. Publicizing in the work environment material that is in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic;
 - c. Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace.

D. Employee Responsibility

Everyone at the Village can help assure that our workplace is free from prohibited discrimination or harassment. Every employee is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees are encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, inappropriate, or in poor taste. In addition, employees should come forward with complaints about alleged problems or violations of this policy at any time. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also encouraged to report such conduct. No employees, not even the highest-ranking people in the Village are exempt from the requirements of this policy. This policy forbids any employee, supervisor, elected official, vendor, client, customer or other person to harass any employee of the Village.

E. Retaliation Prohibited

The Village will not retaliate or take reprisal in any way based on the fact that an employee has articulated a concern about harassment or discrimination against the individual raising the concern or against another individual; participates in an investigation of a complaint, whether internally or with an external agency; files a charge of discrimination or harassment; or otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to

violations of discrimination or harassment laws. Retaliation prohibited by this policy includes, for example:

1. Disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted harassment, discrimination, or retaliation; and
2. Intentionally pressuring, falsely denying, lying about, or otherwise covering up or attempting to cover up conduct such as that described in any item above.

F. Discipline

An employee who engages in conduct which violates this policy will be subject to disciplinary action, up to and including termination of employment.

Section 1.7 Resolving Complaints of Harassment or Discrimination

A. Reporting

If an employee experiences or witnesses any conduct that he or she believes is inconsistent with the Village's policies against harassment or discrimination, the Village expects the employee to immediately report the conduct to his or her supervisor, the Human Resources Director or the Village Manager. This policy does not require that the employee report the conduct to any individual who is engaging in the conduct. Employees need not follow the chain of command to report a complaint or discuss offending behavior with the employee offender.

B. Supervisory Responsibility

Any supervisor or manager who has knowledge of suspected prohibited conduct, or to whom a complaint has been made, must promptly report the conduct to the department head, Human Resources Director, or the Village Manager. The failure of a supervisor to report suspected violations of this policy may result in discipline.

C. Investigation/Interim Measures/Conclusion

All reports describing conduct that is inconsistent with this policy will be investigated promptly. Employees who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Village might also conclude, depending on the circumstances, either that no violation of the policy occurred or that the Village cannot conclude whether or not a violation occurred.

D. Corrective Action

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy. If the person who engaged in harassment is not employed by the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

E. External Process

The Village of Palatine hopes that any incidents of inappropriate behavior can be resolved through the internal process outlined, above. All employees however, have the right to file formal charges with the Illinois Department of Human Rights, 555 W. Monroe St., 7th Floor, Chicago, IL 60661 (312) 814-6200 or to the Federal Equal Employment Opportunity Commission, JCK Federal Building, 230 S. Dearborn St., Chicago, IL 60604 (312-872-9744). In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint: Illinois Human Rights Commission Chicago: 312-814-6269 Chicago TTY: 312-814-4760; Springfield: 217-785-4350 Springfield TTY: 217-557-1500.

F. False Complaints

It is critical in establishing a workplace free of harassment that a victim of an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

G. Elected/Appointed Officials

Because the Village promotes civility and respectful interactions at all levels of the organization, it is critical that elected and appointed officials understand their responsibility to comply with this policy. Elected and appointed officials are also expected to treat each other in a manner consistent with this policy. Any elected or appointed official who believes they have experienced prohibited conduct by another elected or appointed official that is inconsistent with the Village's non-harassment policy may notify the Human Resources Director or the Village Manager. After receiving the complaint, the Village will initiate an investigation using an independent investigator experienced in investigating workplace harassment complaints.

Section 1.8 Immediate Family

Unless otherwise specified, the term “immediate family” shall include the following members: spouse, parents, grandparents, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, grandchildren and step-parents.

ARTICLE II. APPOINTMENTS AND PROMOTIONS

Section 2.1 Employment Policy

The Village Manager, or Village Manager’s Designee, shall have the responsibility and authority for recruiting, selecting, retaining, suspending and removing all Village employees other than those employees whose method of appointment or removal is subject to Palatine Fire and Police Commission procedural rules.

A. Applicants

Applicants shall generally be selected on the basis of merit, training, experience and other job related factors. Applicants are subject to a background check, and Fleet Safety Guidelines (if employed in a position which requires driving a Village vehicle). Other requirements may apply by department.

B. Internal Applicants

The Village will attempt, so far as it deems possible, to fill vacancies from among existing employees when deemed by the Village Manager to be in the best interest of the Village. The Village shall not, however, be bound to fill a vacancy by transfer or promotion of an existing employee.

C. Fire & Police Commission

The recruitment, employment, termination of employment, and some disciplinary procedures for all employees under the jurisdiction of the Fire and Police Commission of the Village of Palatine may be subject to the rules and regulations of that Commission.

D. Orientation

A new employee shall receive an orientation by appropriate staff and their respective Department. Orientation consists of an overview of Village organization, rules and regulations, benefits and general procedures. Each Department is responsible for orienting new employees to departmental guidelines and procedures specific or unique to their Department.

E. Evidence of Identity and Employment Eligibility

Employees must provide evidence of identity and employment eligibility within three (3) days of their start date. New employees will be advised as to the proper documents that must be provided to the Village.

F. Village IDs

Village IDs will be given to all full-time and part-time employees as required to perform their job as a means to identify employees when dealing with the public. Employees shall identify themselves to the public when in the field as Village employees. Village IDs are also used for access to some employee buildings. If an employee loses an ID, employee must report the loss to their supervisor.

G. New Employee Training

New employees shall receive a list of National Incident Management System (NIMS) courses which apply to their position. These courses must be successfully completed within the first six (6) months of employment. Employees, as part of their Village employment, may be asked to staff the Emergency Operations Center (EOC) or participate in a response to a local or regional emergency event.

H. Electronic Records

An employee can view their electronic record through the HR Portal which can be found at <http://hr.palatine.il.us>. Requests to re-set a password can be directed to Human Resources through email at: hr@palatine.il.us or at extension 6652.

I. Employee Personal Information

Employees are expected to timely update the Village and associated vendors of change in name, address, status or dependents. The Village can be updated through the HR Portal.

Section 2.2 Nepotism/Non-fraternization

For the purpose of this Employee Handbook, nepotism shall be defined as favoritism shown, or patronage granted in the employment decision made by the Village to the immediate family of Village employees, as defined in Article I, Section 1.8.

A. Avoiding Conflict of Interest

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

1. The hiring of immediate family members of elected Village Officials or the Village Manager shall be prohibited under this policy. Those employees whose employment preceded the candidacy or election of a Village Office shall be unaffected by this policy.
2. This policy does not apply to those individuals who are uncompensated and serve on Village Commissions or Boards.

3. Nothing herein shall apply to the hiring of persons whose application and appointment are under the jurisdiction of the Fire and Police Commission of the Village.
4. If employment of immediate family members exists, or is later established, and an actual or potential conflict arises, the Village Manager and the appropriate Department Head(s) will endeavor to resolve the conflict by conciliation, transfer or other appropriate action, including termination. These situations will be resolved on a case-by-case basis.

B. Relationship Conflict of Interest

The Village considers certain personal/dating relationships to be inappropriate. Such relationships could create disruptions in the workplace and could negatively affect the morale of other Village employees. Equally important, such activity can create the appearance of favoritism and/or the potential for unfair treatment or the appearance of a conflict of interest. Therefore:

1. Executive Leadership employees are prohibited from engaging in a personal/dating relationship with any other Village employee.
2. All other employees who serve in a management professional, supervisory or managerial position are prohibited from engaging in a personal/dating relationship with any person with whom he/she has a direct reporting relationship and/or who is also employed within the same department.
3. Employees who serve in a management professional, supervisory or managerial position are required to disclose to their supervisor any personal/dating relationship with any person within the same department. The purpose of this disclosure is to determine compliance with this policy and if necessary set specific guidelines to avoid conflicts due to the relationship.
4. If the Village becomes aware of a violation of this policy, appropriate corrective and disciplinary action will be taken to remedy the situation, up to and including dismissal or transfer of one or both employees.
5. This policy applies without regard to marital status, gender or sexual orientation and situations will be addressed on a case-by-case basis to avoid even the appearance of a conflict of interest.

Section 2.3 Probation

A. Probationary Period

Unless otherwise designated by the Village Manager, the first twelve (12) months of employment with the Village, or the first six (6) months after a promotion or reclassification, is considered a probationary period to determine whether the employee is well-suited for the position.

Successful completion of the probationary (trial) period does not mean an employee has a permanent job. Except for those employees covered by a collective bargaining agreement with contrary provisions, all employees are at-will and may be disciplined or discharged at any time for any reason.

B. Sworn Employees

The probationary period for Sworn personnel in the Police and Fire Departments is determined by the Fire and Police Commission, subject to State statute.

Section 2.4 Promotion

As vacancies occur in positions other than those in the lowest pay ranges, the Village will attempt, so far as it deems possible and appropriate, to fill these positions from among current staff members. If the Department Head is not satisfied with the employee's performance during the first six months, the Department Head may return the employee to employee's former position.

Section 2.5 Transfers

Employees may be transferred between departments to satisfy the needs of the Village. Transfers of employees between departments, on either a regular or temporary basis, may be made upon the recommendations of the Department Heads of the affected departments and with the approval of the Village Manager.

Section 2.6 Residency Requirement

Residency within the specific area stated in the Village of Palatine Employee Handbook, is a condition of continued employment.

A. Residency Boundaries

All Village of Palatine employees shall be actual full-time regular residents of and maintain their domicile within the State of Illinois geographical area described as follows:

The Illinois/Wisconsin state line on the north; Lake Michigan on the east; Interstate 74 (I-74) on the south; and the Illinois/Iowa state line on the west.

B. Executive Leadership Requirements

Department Heads (Executive Leadership Team) are required to be actual full-time permanent residents of and maintain their domicile within the corporate limits of the Village of Palatine unless otherwise authorized.

C. Applicant/New Hire Requirements

There is no residency requirement for applicants for employment; however, within twelve (12) months from the date of employment, newly hired employees must comply with the provisions set above.

D. Exemptions

The Village Manager may, in their discretion, exempt an employee from the residency requirement if compliance would impose an undue hardship on such employee.

E. Violations

Any employee who violates any provision of this policy shall be deemed to have resigned from their position of employment with the Village of Palatine (no matter when the violation is discovered).

ARTICLE III. HOURS OF WORK AND OVERTIME

Section 3.1 Normal Work Periods

A normal work period for regular, full-time employees shall constitute:

- A. Thirty-five (35) hours per week for employees in Village Administration, Village Clerk's Office, Finance and Operations, Community Development, Information Technology and clerical and administrative employees in the Public Works Department.
- B. Forty (40) hours per week for all Executive Leadership employees, employees in the Public Works Department, uniformed civilian employees in the Police Department, and designated civilian employees in the Fire and Police Departments with the exception of those employees covered in Section 3.1 (A) above.
- C. Sworn shift personnel in the Fire Department shall perform under a regular recurring schedule as determined by the Department which shall not exceed nineteen (19) days with a maximum non-overtime accumulation of one hundred and forty-four (144) hours in the nineteen (19) day work period.
- D. Police officers who are members of a collective bargaining unit shall perform under a regular recurring schedule as determined by the Police Chief.
- E. The work periods of supervisory, middle management and professional employees shall be determined by the employees' respective Department Heads.

Section 3.2 Normal Working Hours

A. Work Hours/Tracking Time Using Executime Software

An employee's normal working hours will be determined by the Department Head, upon concurrence of the Village Manager.

1. Department Heads (or their designee) will verify and approve the time worked and leave time taken for each assigned employee as required by the Village Manager using the Executime software program.

2. Approvals in Executime will be approved no later than 12:00 p.m. on the Monday after the end of the pay period.
3. Employees are responsible for the accurate input of time worked and leave taken as implemented for the employee's department.
4. Any corrections or changes to the time record shall be submitted to Finance using the Payroll Correction Request Form.

B. Start Time/Notice if Unable to Work

An employee is expected to report promptly at the designated starting time, and to devote their entire effort to Village business during their scheduled working hours.

1. In the event an employee is unable to report to work due to illness or other emergency, employee must inform their Department Head or their designee within thirty (30) minutes of their designated starting time.
2. Due to the emergency nature of the fire service and minimum manning requirements, all Sworn fire personnel must notify the Fire Chief or Chief's designee sixty (60) minutes prior to the member's designated starting time.
3. In the event a Department Head is unable to report to work, the Department Head must notify the Village Manager and the respective department.

C. Department Scheduling

Department Heads may adjust their employee's working hours to meet the needs and demands of their departments, subject to the approval of the Village Manager.

D. Off-the-Clock Work Prohibited

The Village does not allow non-exempt employees to work "off-the-clock" without compensation and does not allow non-exempt employees to work additional hours without prior authorization and approval.

E. Overtime Authorization and Approval

Employees are not permitted to begin work prior to their authorized starting time nor work past the end of their scheduled work shift without the expressed prior permission of their supervisor.

Section 3.3 Lunch and Rest Periods

Department Heads are authorized to establish reasonable lunch and rest periods during each working day. Determination of time and length of lunch and rest periods will be arranged as the Department Head feels is most consistent with the effective operation of the department. However, each full-time employee shall be entitled to an uninterrupted lunch period of at least thirty (30) minutes and at least one rest period of fifteen (15) minutes each working day.

Section 3.4 **Overtime**

A. Non-Exempt Employee Overtime

Overtime for full time, non-exempt employees shall consist of authorized work in excess of the normal number of scheduled work hours for any calendar week, as defined herein:

1. In cases where the employee performs authorized work in excess of the normal hours scheduled per day, the Department Head may reduce the employee's working hours during the same work period in order to minimize the cost of overtime.
2. All overtime must be authorized in advance by the Department Head or by a designated Supervisor unless otherwise stated by departmental policy.
3. Where overtime is authorized, eligible employees may receive one and one-half (1 ½) times their regular rate of pay for every hour worked in excess of forty (40) hours worked per week. Those employees who work a thirty-five (35) hour week will earn their hourly rate of pay for all hours worked up to forty (40) hours unless otherwise stipulated in writing by the Village Manager.
4. Overtime for Sworn police and fire employees is governed by applicable collective bargaining agreements as well as state and federal law.

B. Supervisor Overtime

Overtime for supervisory personnel (as defined in Section 1.3) is not a policy. It is implicit in the nature of administration and certain supervisory positions, as determined by the Department Head or the Village Manager, that time beyond the normal work schedule may be spent on the job.

Section 3.5 **Optional Compensatory Time**

A. Compensatory Accrual

In lieu of cash payment for overtime hours worked, a non-exempt employee may request that for the work performed in excess of the normal work period, compensatory time off may be accrued according to the provisions as stated below. The accrual of compensatory time requires the approval of the employee's Supervisor. Absent such approval, the employee shall not receive compensatory time but shall instead receive paid compensation for his or her overtime hours.

1. Non-exempt employees whose normal work period is less than forty (40) hours per week may receive compensatory time on an hour-for-hour basis for each hour worked in excess of their normal work period up to a forty (40) hour per week limit.
2. For non-exempt Public Works employees and other non-exempt employees whose regular work period consists of a forty (40) hour work week, any hours worked in excess of the forty (40) hours shall be rewarded at the rate of one and

one-half (1 ½) hours for each hour worked in excess of the forty (40) hour work period and shall be counted towards the maximum accumulation of compensatory hours earned.

3. Those employees under the FLSA Section 207(k) (special rules for determining compensable hours of work for public safety employees) exemption shall be compensated at the rate of one and one-half (1-1/2) hours for each hour worked in excess of the maximum hours allowable under the particular 207(k) exemption. These hours shall be counted towards the accumulation of compensatory hours earned.

B. Compensatory Time Limits

No employee shall be allowed to accumulate over one hundred forty-four (144) hours of compensatory time without written permission of the Village Manager. The Village may, in its discretion, pay out some or all of an employee's accrued, unused compensatory time at any time or schedule an employee for compensatory time as operationally necessary. Upon separation either through termination or retirement, the employee will be compensated for the amount of unused compensatory time accrued. In the event the employee does not utilize compensatory time in a timely fashion due to work requirements beyond the employee's control, the employee may request in writing a continuation of accrual from their Department Head, subject to the approval of the Village Manager.

Compensatory time shall be taken at a time mutually agreed upon in advance by the employee and the Department Head or designated supervisor. The use of compensatory time shall be permitted within a reasonable period after making the request if such use does not "unduly disrupt" the operations of the Village.

Section 3.6 Light Duty Policy

The best interests of the Village and its employees are served by injured or ill employees returning to work as soon as they are able. The goal of a light duty program is to progressively move an injured worker from restricted work status to full working capacity, with as little time as possible away from the workplace. It is not a permanent accommodation of a disability. When employees are on a leave of absence for an injury or illness, the Department Head may recommend and the Village Manager approve, light duty under the following specifications.

- A. Upon request submitted by an employee along with a physician's report, the Department Head, in consultation with the Village Manager, may seek to identify light duty that can be accomplished by the employee. Some departments may not have light duty work available and some employees may not be able to perform certain light duty jobs due to skill required. The Department Head shall review each case on an individual basis and shall determine if the employee's health status and the Department's work environment are such that the injured/ill employee could fill a limited work status.
- B. The work the employee performs must be within the physical limitations prescribed by the employee's and/or Village designated physician.

- C. The work the employee performs must have existed within the Department before the illness or injury occurred (i.e. the Village will not “make work” for an employee).
- D. No employee will be moved from their regular job in order to make a light duty situation available to another employee.
- E. The performance of light duty work shall not otherwise disrupt the functioning of the department.
- F. An employee who is authorized and assigned light duty work shall continue in their status as an employee of the Village with the same wage and benefits that were assigned to their regular position.
- G. The Village may require the employee to submit to an examination by another physician at the Village’s expense in order to determine the employee’s fitness for duty, even light duty. The determination of the Village’s physician will govern in the case of a dispute between the Village’s physician and the employee’s physician. The Village also reserves the right to review an employee’s status at any time during the duration of the light duty assignment.
- H. The decision of the Village Manager shall be final with respect to the determination of whether a light duty assignment is available within the limits of the physician’s restrictions. No light duty assignments will be made permanent and requests for light duty may be denied where there is no reasonable expectation of the employee returning to full duty within ninety (90) days. While there is no guarantee of a light duty assignment for any period of time, generally, light duty will not be offered beyond ninety (90) days. Light duty assignments are temporary assignments that are made on a case-by-case basis, and to the extent that modified duty assignments cease to serve the operational needs of the Village, light duty assignments will be terminated.
- I. An employee assigned to light duty will be subject to ongoing evaluation of the employee’s physical status and of the availability of legitimate work. The Village reserves the right to terminate any light duty assignment at any time if the Village’s physician determines that an employee is capable of returning to employee’s normal job duties, or for any other reason deemed appropriate by the Department Head and Village Manager. If at any time, with or without accommodation, an injured employee is unable to resume the duties of the employee’s position as defined by the employee’s official job description, they shall either be reclassified or reassigned, placed on a leave of absence with or without compensation, apply for a disability pension or be terminated. Such decision shall be made by the Village Manager and Department Head based on the circumstances of each specific case and in accordance with applicable laws.
- J. It is the intention of any light duty assignment to facilitate the employee’s return to the workplace while ensuring that the employee remains focused on achieving maximum medical improvement so that they may return to full duty with the Village. While on light duty, employees will not be permitted to work overtime or engage in any secondary employment. While on light duty, employees must limit their physical activities to comply with the medical restrictions as outlined by the treating physician while at work as well as during off duty hours. Failure to adhere to the medical restrictions outlined by the

physician, either at work or during off duty hours may result in the termination of the light duty assignment and may be grounds for disciplinary action.

- K. Failure to report for or to carry out the assignments of the light duty work status may result in disciplinary action, up to and including termination of employment.
- L. This policy will be interpreted and applied consistent with all of the Village's obligations under the Family and Medical Leave Act, the Americans with Disabilities Act and all other applicable laws and exemptions will be made only as necessary to comply with those laws and as approved by the Village Manager in writing.

ARTICLE IV. PAY PLAN AND PAY PERIOD

Section 4.1 Composition of Pay Plan

The Pay Plan consists of two pay schedules. Both schedules include the minimum and maximum rate of pay. The Step Plan is covered under Schedule 1 of the Salary Ordinance. Executive Leadership, Management/Professional and Other Plan is covered under Schedule 2.

A. Step Plan

The Step Plan includes intermediate steps for all established job classification positions in the Village service.

There are generally sixteen (16) steps in the Step Compensation Pay Plan, also known as Schedule 1 of the Salary Ordinance. Each step above the hiring rate in the pay range is termed a merit rate. Every step can be interpreted as follows:

1. The rate/step at which the employee is hired is the base rate/step in the pay range for that employee. An employee usually remains at this base step for a minimum of twelve (12) months.
2. Once an employee successfully completes the first twelve (12) months, employee shall be reviewed and may be considered for a merit increase to the next step in their pay range. (Example: Employee is hired at Step One (1), reviewed as overall "Commendable or Satisfactory" at twelve months, then increased to Step 1A).
3. The first Steps, Step One (1) through Step Thirteen (13) represent the merit ranges where recognition is attained when the employee has demonstrated continual development and advancement of skills and abilities; performance of assigned tasks with greater and increasing skills; exemplary behavior; increased work effort; and high quality of work.
4. Advancement after Step Thirteen(13) represents merit ranges where recognition is attained when an employee has "Distinguished, Surpassing or Outstanding" performance ratings in at least three (3) evaluation categories and NO ratings below "Competent, Commendable or Satisfactory". Additionally, the employee

must have recommendation by the Department Director based on work program and contributions to the department and organization.

5. Employees on the Step Plan who were hired before February 1, 2017 will be considered for two-step promotions until they reach Step Thirteen (13) or until reclassified or promoted.

B. Executive Leadership, Management/Professional and Other Plan

Employees in the Executive Leadership and Management Professional Classification are evaluated annually, and may receive a salary increase based on performance.

Exceptions to Pay Plan progression are within discretion of the Department Head and subject to the approval of the Village Manager.

Section 4.2 Development and Maintenance of Salary Ranges

Salary ranges will be developed and maintained in conjunction with the annual budget process.

Section 4.3 Rate of Pay at Hire

- A. The rate of pay at hire will not be below the minimum rate for the position. Rates in excess of the minimum (for recognition of prior experience or exceptional training) must be recommended by the Department Head and approved by the Village Manager. Any such approval will be limited to recognition of exceptional qualifications or a lack of available applicants at a lower rate.

B. Starting Rate – Step Plan

The normal beginning pay rate for a new employee on the step plan will be the hiring step within the pay range established for the job position. The Village Manager may make exception upon request from the Department Head.

C. Starting Rate - Schedule 2

The normal beginning pay rate for a new employee on Schedule 2 of the Salary Ordinance will be within the pay range established for the position.

Section 4.4 Salary Adjustments

A. Annual Review

Annually, employees shall be reviewed for performance. Each employee who is not already at the maximum rate for employee's position shall be considered for a merit-based salary step increase based on the performance review.

1. Review Date defined. The employee's review date for all non-Sworn personnel for purposes of salary adjustments will be one (1) year from the date of hire, then annually after the first review.

2. **Reviews after Promotion.** Employees who have been promoted or reclassified will be reviewed for performance and salary adjustment one (1) year from the effective date of the promotion or reclassification. Recommendations for merit pay increases on review dates shall not be automatic or based merely on the passage of time. Rather, determination of an increase shall be based upon the written recommendation of the Department Head and the approval of the Village Manager.
3. Employees who do not receive a merit or salary step increases on their review dates may receive such increases before the next review date if, in the discretion of Village management, such an increase would be appropriate. If such an increase is awarded, this will not alter the consideration of any increase on the employee's next review date.
4. **Double Step Increase.** The Village Manager may, on the basis of written recommendations from the Department Head, provide a salary increase of more than one step on the employee's review date. (Example: Department Head recommends a Merit or Step Increase from existing Step 8 to Step 10. It is approved, thus skipping Step 9.)

B. Promotion

When an employee has been promoted, or employee's position has been reclassified to the class position in a higher range, the Village Manager will, upon written recommendation from the employee's Department Head, determine the appropriate level of pay compensation. The employee's new review date will be the date one (1) year following the date the employee is reclassified. The salary level will not be lower than the salary the employee was receiving before such promotion or reclassification.

C. Unsatisfactory Performance

If an employee is determined to have not satisfactorily performed duties that are expected of the position, the Village Manager may also lower that employee's pay classification upon recommendation of the Department Head or defer to a later time.

Section 4.5 Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, on-going basis. Formal performance evaluations are to be conducted generally on an annual basis (or more frequently as determined by management), to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, establish goals and discuss positive, purposeful approaches to meet those goals.

Section 4.6 Pay Period

Employees are paid biweekly on Friday. When a regularly scheduled payday falls on a holiday, checks will be issued on the previous work day.

Those persons hired or terminating their employment in the middle of a pay period, shall be paid at an hourly rate based on their current salary schedule for hours worked in the next scheduled pay period after their hiring or after their termination.

Section 4.7 Payroll Deductions

- A. Automatic payroll deductions are made for federal and state of Illinois income tax purposes, for the employee's pension contributions and social security, and other legally mandated deductions, where applicable.
- B. The employee may request other payroll deductions (charitable organization, voluntary benefit plans, etc.) provided the Village Manager has authorized those types of deductions and the employee has signed the written authorization forms.
- C. Employees are strongly encouraged to use direct deposit. With direct deposit, pay is electronically deposited into the employee's designated account(s) at participating financial institutions. The employee directs where and how the earnings are deposited. This reliable process eliminates the need to make a trip to the bank each pay period.

Section 4.8 Payroll Errors

While we attempt to be careful when computing all hours worked and we expect that mistakes will be the exception, if you have reason to believe that there is an error in your paycheck and/or if you believe you are entitled to additional overtime compensation that does not appear within your payroll check, we encourage you to promptly report the matter to the attention of your Department Head. Whenever possible, please report such potential errors within five (5) working days so that the matter can be investigated and promptly remedied if appropriate to do so. Be assured that no retaliation will be taken or tolerated against any employee who reports a potential payroll error. We appreciate your cooperation in helping us to address these issues when they arise.

Section 4.9 Part-Time Employment Policy

- A. Part-time employees and Interns of the Village shall be compensated within the salary range specified in the Personnel Salary Schedule. This range may be adjusted during the annual budget process pursuant to changes in the cost of living or other economic variables. All part-time employees shall start at the minimum salary range unless otherwise approved by the Village Manager.
- B. Part-time employees shall be eligible for a merit increase subject to the recommendation of the Department Head and approval by the Village Manager at twelve months and, annually thereafter as any other employee, on their review date in conjunction with a performance appraisal.
- C. Part-time employees shall be eligible to receive prorated Holiday pay for hours normally worked in accordance with Section 6.1 C, and Vacation, in accordance with Section 6.4 F.
- D. Part-time employees shall be eligible for pro-rated Jury Duty pay (Section 7.10) and up to one day of pro-rated Funeral Leave (Section 7.10).

E. Part-time employees shall also be eligible for the Translation Incentive as outlined in Section 5.10.

Section 4.10 Demotions

A Department Head, with the concurrence of the Village Manager, may demote an employee to a lower paid job classification if Department Head deems the employee is not meeting the essential job requirements of the employee's present position (either with or without a reasonable accommodation), or if the position is substantially changed, or if it is in response to a request of the employee.

- A. Employees promoted to a higher classification must maintain satisfactory performance in the new position. If performance in the higher classification is deemed unsatisfactory by the Department Head, with approval of the Village Manager, the employee will be returned to the classification and pay step from which they were promoted or will be placed in another available position.
- B. When an employee is demoted, the employee will receive the salary in the classification to which the employee is demoted.
- C. The Department Head generally will try, insofar as deemed possible, to give employees notice of at least three (3) days before demoting the employee.
- D. In rare instances, the employee's salary may be frozen or "red-lined" if the nature of the employee's position has changed, and the duties no longer meet the classification (because the duties fall into a lower paid classification). The employee's salary may be frozen until the job duties and range coincide, or for a period up to twelve (12) months.

ARTICLE V. EMPLOYEE BENEFITS

The Village reserves the right to add to, delete or modify benefits as necessary to meet its business demands and for other appropriate reasons. The employee benefits described in this article are mere summaries of these benefits and the actual plan documents will govern in all cases in the event of a conflict between the provisions of this Employee Handbook and the actual plan document.

Section 5.1 **Longevity**

Eligible employees (hired on or before December 31, 2011) shall be paid longevity pay in addition to their base salaries. The payment will occur two (2) pay periods prior to Christmas of the year the employee's longevity anniversary date occurs; payment represents twelve (12) months ending in December.

A. Longevity Schedule for Employees Hired On or Before December 31, 2011

After 8, 9, and 10 years of full-time service - \$300

After 11, 12, 13, and 14 years of full-time service - \$550

After 15, 16, 17, 18, and 19 years of full-time service - \$750

After 20 years of full-time service - \$1,000

B. Proration at Termination

In the event an employee separates in good standing prior to the longevity pay date, a prorated share of their longevity bonus will be paid with the final paycheck.

C. Proration for Unpaid Leave of Absence

Longevity will be prorated for unpaid leaves of absence.

D. Longevity for Sworn Position

For employees hired into sworn positions, the Longevity Schedule is determined by the collective bargaining agreement. Sworn employees promoted to sworn positions outside of the bargaining unit shall maintain eligibility to receive annual longevity; however, the Longevity Schedule for the promoted employee shall be consistent with the schedule in Section 5.1A

Section 5.2 **Medical and Dental Insurance**

The Village currently offers medical and dental insurance coverage for eligible employees and their eligible dependents after a thirty (30) day waiting period. A prescription drug benefit is also available. Questions regarding insurance coverage and the eligibility requirements and terms that apply, should be directed to Human Resources or refer to the Program Guide.

Section 5.3 Employee Health Insurance Advisory Committee

The Village has established an Employee Health Insurance Advisory Committee, consisting of representation from all employee groups, including 2 retirees appointed by the Village Manager, in order to provide a direct link between the employees and the Village's health insurance advisors. This committee shall meet as required and provide the Village Manager with feedback pertaining to the Village's employee benefits program and the administration of the plans. In addition, the annual wellness program will be planned and implemented.

Section 5.4 Flexible Benefit Plan

Full-time employees may participate in the voluntary Flexible Benefit Plan. Under this plan, employees can enroll in various types of benefits. They can have deductions made from their paychecks on a pre or post-tax basis to pay for these benefits. Benefits available under this plan include: medical reimbursement account, dependent care account, disability insurance, cancer insurance, universal life and term insurance. Any questions regarding the terms or eligibility requirements for this Plan should be directed to Human Resources.

Section 5.5 Life Insurance/Accidental Death and Dismemberment

In addition to any benefits payable under the Illinois Municipal Retirement Fund or Fire and Police Pension Funds, the Village currently provides all eligible full-time employees with a life insurance policy covering natural death and accidental death and dismemberment, at such level as periodically established by the Village Council, upon recommendation of the Village Manager. Information concerning this policy and the terms and eligibility requirements are available from Human Resources.

Section 5.6 Pension/Retirement Planning

The Village is covered by various pension funds and plans. State statute requires pension contributions to be deducted from all eligible employees' paychecks. If an employee obtains the required years of creditable service and otherwise satisfies the requirements of the Plan, they will be eligible for a monthly pension at a set age as specified in each plan. If an individual terminates employment prior to meeting the service and age requirement, they may request a refund of their contributions. For more information on the details of each fund and the remaining terms and eligibility requirements, contact your Retirement Plan Administrator. These benefits can be summarized as follows:

A. Illinois Municipal Retirement Fund

All Village employees who work over 1,000 hours per year, except Sworn personnel, are covered by the Illinois Municipal Retirement Fund. An amount is deducted from each employee's payroll check for employee's contribution to the plan. In addition, the Village, as the employer, also contributes to this fund.

B. Fire Pension Fund

All Sworn members of the Fire Department may be covered by the Fire Pension Fund or other statewide fund as determined by Illinois Compiled Statutes. An amount is

deducted from each employee's earnings for their contribution to the plan. The Village, as the employer, also contributes to this fund.

C. Police Pension Fund

All Sworn members of the Police Department may be covered by the Police Pension Fund. or other statewide fund as determined by Illinois Compiled Statutes. An amount is deducted from each employee's earnings for their contribution to the plan. The Village, as the employer, also contributes to this fund.

D. Deferred Compensation

All full-time and part-time employees are eligible to participate in a Deferred Compensation Plan to provide the employee with added retirement savings. The Plan allows employees to defer, on a pre-tax basis, a dollar amount or percentage of pay. At retirement or termination of employment, various payment options are available to the individual. Information on the Deferred Compensation Plan is available from Human Resources.

The details, terms and eligibility requirements of these benefit programs as well as newly implemented plans are governed by the applicable Plan documents and as required by law.

Section 5.7 Employee Assistance Program

The Village may provide an Employee Assistance Program (EAP) for all eligible Village employees, their spouses and dependent children. The purpose of the program is to provide a method of obtaining professional assistance to help resolve difficult personal problems such as family, marital, emotional, alcoholism, drug abuse, legal or financial difficulties. Any service provided is confidential

Section 5.8 Disability Benefits

Full-time employees may be eligible for disability benefits provided through IMRF or the Police/Fire Pension Boards. Employees should contact their Retirement Plan Administrator for more information on plan eligibility through their respective pension plans.

Section 5.9 Retiree Health Savings Plan

The Village has set up Retiree Health Savings Plans. Contributions are mandatory, based on the employee group covered. Plans are available for review in Human Resources.

Section 5.10 Translation Reward Program

To reward individuals regularly using their secondary language skills in the workplace, the Village has established a recognition program.

The program is intended for those who use their language skills on a regular on-going basis through the year in any department, as needed. An employee must first be employed with the Village for at least twelve (12) months to be eligible. An eligible employee must then establish their

proficiency level as “Advanced” through the testing process with Language Testing International. The employee can test once per year, until certified as “Advanced.” The employee completes the certification once. Payment for the testing will be made by the Village upon approval of the Village Manager.

Employees must also have met minimum performance expectations with ratings of “meets expectations” or “satisfactory” or the equivalent in all categories during the prior rating period. The recognition reward will be paid in February for those who translated during the prior twelve (12) month period. Full-time employees are eligible for \$500 for one language and up to \$1,000 for more than one language. Part-time employees (working a minimum of twenty (20) hours per week as an IMRF participant) are eligible for up to \$350. Employees must be actively employed and in good standing at the time the payment is made.

Section 5.11 Employee Wellness Program and Wellness Rooms

Village of Palatine encourages employee participation in the Wellness Program, which includes annual screenings, planned activities and an employee committee. Annual screenings are carried out by a third-party vendor, and all employees who work over twenty hours per week are eligible to participate. Screening results are confidentially reported to the employee. Any results reported to the Village of Palatine are compiled so that no individual confidential employee information is shared. The Village will periodically conduct employee surveys to understand employee health and wellness needs and interests. The Health Insurance Advisory Committee (HIAC) will plan and carry out wellness activities. Employees are encouraged to participate in the wellness program to improve health, prevent or manage disease and maintain stable health insurance rates.

The Village maintains wellness rooms at Village Hall and the Police Station. The rooms are unmonitored, and employee must sign the Employee Waiver and Release Form to use the rooms.

Section 5.12 Continued Health Insurance Upon Separation

Employees who participated in the health insurance plan may be eligible for continued participation in the plan either under Retiree Health Insurance or COBRA. Status at time of separation determines eligibility for continued health insurance. Human Resources will provide employees with information following notice of separation.

ARTICLE VI. HOLIDAYS, VACATION DAYS, PERSONAL DAYS

Section 6.1 **Holidays**

A. Recognized Holiday Scheduling

All eligible full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week are generally given the following holidays off work with pay:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

If the holiday falls on a Sunday, the following Monday generally will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday generally will be observed as the holiday.

The final holiday schedule shall be set at the discretion of the Village Manager on an annual basis. The Village Manager may substitute an additional floating holiday or alternate day off for a scheduled holiday.

B. Floating Holidays

All eligible full-time employees not covered by a collective bargaining agreement will receive two (2) floating holidays to be scheduled and used consistent with Personal Days (See Section 6.3 B). If an employee is on vacation when a holiday occurs, that day shall either be added to the regularly scheduled vacation (if approved in advance by the Department Head) or not charged against the employee's vacation time. Part-time employees are not eligible for Floating Holidays.

Any employee hired on or before May 31, will be entitled to floating holidays on a prorated basis for that calendar year. Pro-rated credit is assigned using 1/12th of the total floating holidays for each full month remaining in the year at the time of hire. If hired June 1 or after, employee receives no pro-rated floating holidays in the first year. This time may be taken after the employee has completed six (6) full months of consecutive full-time employment. Entitlement to use the time before six (6) full months of consecutive service may be granted by the Department Head for unusual circumstances.

Any employee hired after May 31 is not eligible for floating holidays for that calendar year.

Accrued, but unused Floating Holidays are not paid out upon separation and shall be lost at the end of each calendar year.

C. Full-time Credit/Part-time Proration of Holidays

Eligible full-time and part-time Village employees shall be credited with a number of working hours in their normal work shift for each of the preceding holidays. Part-time employees shall be eligible to receive prorated holiday pay based on normal hours worked, but must work a minimum of twenty (20) hours per week on a regular basis to be eligible. Short-term, Seasonal or Temporary employees are ineligible.

D. Eligibility/Work Before and After Holiday

In the event an employee does not work the scheduled day before and scheduled day after a holiday, and is not on a previously authorized absence, that employee shall not receive holiday pay until proof of illness, or an otherwise excusable absence, is established to the satisfaction of the Department Head. An employee on unpaid leave of absence shall not receive holiday pay credits during such leave.

E. Religious Holidays

If an employee needs time off to celebrate a religious holiday not covered by this policy, the employee can make arrangements to take the time off without pay or they may use other paid time opportunities for this purpose, if previously arranged with and approved by the Department Head.

Section 6.2 Employees Required to Work on Holidays

- A.** On holidays for Village employees (as referenced in Section 6.1), only those employees shall be on duty whose services are necessary for police and fire protection, and for municipal, utility and other operations deemed necessary by the Department Head or Village Manager.
- B.** In the event an employee, other than those who are normally required to work on a holiday, is required to work on a holiday because their presence is essential, that employee shall be entitled to additional pay computed on the basis of actual time worked and in accordance with the overtime provisions applicable to the employee's department and the Fair Labor Standards Act.
- C.** Short-term, Seasonal or Temporary employees and part-time employees working fewer than twenty (20) hours per week (for example, Interns) are not eligible for holiday pay. Holiday pay for other part-time employees scheduled to work on the holiday must receive the approval of the Department Head and/or the Village Manager (for example: part-time Police Assistant).
- D.** Holiday leave for employees required to work on holidays must be taken within twelve (12) months of the date of the holiday, unless departmental policy specifies otherwise.

Section 6.3 Personal Days

- A.** Each full-time employee, except for Fire Department Shift Personnel, shall be entitled to two (2) personal days per calendar year. Fire Department Shift Personnel shall receive one (1) 24-hour personal day per calendar year. Part-time employees are not eligible for Personal Days.

- B. The employee must notify the Department Head of planned use of a personal day at least twenty-four (24) hours in advance and receive the Department Head's approval.
- C. The use of personal days shall not result in a situation whereby overtime is created.
- D. The personal days shall not accumulate and shall be limited to two (2) per year.
- E. Any employee hired on or before May 31 will be entitled to personal days on a prorated basis for that calendar year. Pro-rated credit is assigned using 1/12 of the total personal days for each full month remaining in the year at the time of hire. If hired June 1 or after, employee receives no pro-rated Personal Time in the first year. This time may be taken after the employee has completed six (6) full months of consecutive full-time employment. Entitlement to use the time before six full months of consecutive service may be granted by the Department Head for unusual circumstances.
- F. Any employee hired after May 31, is not eligible for personal days for that calendar year.
- G. Accrued, but unused Personal Days are not paid out upon separation.

Section 6.4 Vacation Program

Eligible Village employees, except for Sworn Shift Personnel and those who have a contrary written employment agreement, or other written offer of employment accrue vacation leave, granted at the convenience of the Department Head, according to the following schedule of accrual:

A. Vacation Accrual Schedule

Eligible employees will be assigned an accrual date upon eligibility for Vacation. This date will be the first day of service as a full-time employee or first day as a part-time employee regularly scheduled to work more than twenty (20) hours per week for twelve (12) months of the year. Part-time employees will accrue on a pro-rated basis according to regularly scheduled hours. The following accrual schedule will apply.

Beginning with the first day of service or accrual date through the completion of five (5) years of continued service, an employee shall be allowed to accrue ten (10) vacation days credit. Such vacation day credit shall be calculated on the basis of 5/6th vacation day credit for each full month of service. For purposes of this section, a full month of satisfactory service is defined as a month in which the employee has worked through the 16th of that month. The total yearly credit under this paragraph shall not exceed two (2) work weeks (10 work days).

1. No employee is entitled to use any vacation time until he/she has completed six (6) full months of consecutive full-time employment. Entitlement may be granted by the Department Head for unusual circumstances.
2. In the event the employee completes his/her initial six-months of employment time before the calendar year ends, the employee may either utilize

his/her vacation credit earned in the current year, or carry them over to the next year.

Beginning with the first day following completion of five (5) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue five (5) additional vacation days credit. Such additional vacation days credit shall be calculated on the basis of 5/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed three (3) work weeks (15 work days).

Beginning with the first day following completion of ten (10) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue one (1) additional vacation day credit. Such additional vacation days credit will be calculated on the basis of 1/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed sixteen (16) work days.

Beginning with the first day following completion of eleven (11) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue one (1) additional vacation day credit. Such additional vacation day credit shall be calculated on the basis of 1/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed seventeen (17) work days.

Beginning with the first day following completion of twelve (12) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue one (1) additional vacation day credit. Such additional vacation day credit shall be calculated on the basis of 1/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed eighteen (18) work days.

Beginning with the first day following completion of thirteen (13) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue one (1) additional vacation day credit. Such additional vacation day credit shall be calculated on the basis of 1/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed nineteen (19) work days.

Beginning with the first day following completion of fourteen (14) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue up to one (1) additional vacation day credit. Such additional vacation day credit will be calculated on the basis of 1/12th vacation day credit for each full month service. The total yearly credit under this paragraph shall not exceed four (4) work weeks (20 work days).

Beginning with the first day following completion of nineteen (19) years of continued service (or time worked since accrual date), an employee shall be allowed to accrue up to three (3) additional vacation days credit. Such additional vacation days credit will be calculated on the basis of 3/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed twenty-three (23) work days.

Beginning with the first day following completion of twenty-five (25) years of continued service, (or time worked since accrual date), an employee shall be allowed to accrue up to two (2) additional vacation days credit. Such additional vacation days credit will be

calculated on the basis of 2/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed twenty-five (25) work days.

- B. An employee's vacation credits will be accrued on a monthly basis and are available for use at the time they are earned. When an employee reaches another vacation period level on the accrual anniversary date, the employee begins accruing at the higher rate.

- C. Vacation Scheduling

The selection of vacation days by employees shall be based on seniority or as otherwise determined by the Department Head. The fragmentary use of vacation days may be permitted by the Department Head if such use is consistent with the needs of the department.

- D. In the event a holiday occurs during an employee's vacation period, time for such holiday shall not be charged against the employee's vacation credit.

- E. Vacation Buy-Back

Employees are not allowed to take cash payment for vacation in lieu of actual time off. However, individuals classified as Executive Leadership and others as designated by the Village Manager are eligible to sell back one (1) week of vacation per fiscal year. This requires authorization by the Department Head and Village Manager. Any other exceptions to this provision must be authorized by the Village Manager.

- F. Limits to Vacation Accrual

Vacation credits shall be used by each employee within a twelve (12) month period following the end of the calendar year in which the credits were earned unless the Department Head recommends an exception in writing due to an extenuating circumstance and is approved by the Village Manager. An employee may carry-over a maximum of one year of vacation accrual from the then-applicable vacation accrual schedule from year-to-year as of December 31. Unused vacation credits in excess of the maximum will be reviewed annually after the first payroll in January. Upon review, any unused accrued vacation over the maximum will be forfeited.

Extension of time for the use of vacation credits as required in the above paragraph may be authorized in writing by the Village Manager upon written application by an employee and after recommendation by the Department Head.

- G. Vacation Credit at Separation of Employment

At the time of separation of employment, the employee will be paid for all unused, accrued, vacation credits. If an employee has taken more vacation days than accrued, arrangements will be made to reimburse the Village for the unearned days. The Village Manager may approve alternative timing for payment of unused vacation credits upon acceptance of a resignation or retirement.

Vacation Credit for Police Pension Employees

At the time of separation of employment, a Police Pension employee (non-bargained) will be paid for unused, accrued, vacation credits at 100% of the employee's current hourly rate and the sum shall be deposited in the Village's Retiree Health Savings Plan into an account in the employee's name. If the employee has taken more vacation days than accrued, arrangements will be made to reimburse the Village for the unearned days.

H. Part-time Vacation

Part-time employees with a schedule of work hours averaging at least twenty (20) hours weekly throughout the year will be eligible for prorated vacation. Accrual rate for part-time employees shall be based upon the annual budgeted hours for the position, unless otherwise set by the Village Manager. The prorated vacation accrual for each individual shall be reviewed annually against the actual hours worked.

I. Vacation Accruals for Part-time to Full-time or Other Change in Status

As long as an employee remains in a continuous status of vacation eligibility, their accrual date for earning vacation will not change. Therefore, an employee who moves from part-time to full-time and from full-time to part-time will not have a change in their accrual schedule, only in the pro-ration of their accrued leave benefit. However, an employee who retires from a full-time position, and is in receipt of a Village of Palatine pension, and returns to the Village in a part-time capacity, will re-start their vacation accrual date upon rehire.

**Section 6.5 Vacation Program for Sworn Shift Personnel in the Fire Department
(24-Hour Shift Personnel, not in the Collective Bargaining Unit)**

- A. Sworn shift personnel having served less than six (6) years of service will receive ten (10) hours of vacation credit per calendar month worked in the calendar year not to exceed five (5) duty days for each year through the fifth (5th) year. For purposes of this policy, a full month of satisfactory service is defined as a month in which the employee has worked through the 16th of that month.
- B. Beginning with the first day following completion of five (5) years of continued service, Sworn shift personnel shall be allowed to accrue two (2) additional duty days credit. Such vacation days credit shall be calculated on the basis of fourteen (14) hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed seven (7) duty days.
- C. Beginning with the first day following completion of nine (9) years of continued service, Sworn shift personnel shall be allowed to accrue an additional two (2) days of vacation credit. Such vacation days credit shall be calculated on the basis of eighteen (18) hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed nine (9) duty days.
- D. Beginning with the first day following completion of thirteen (13) years of continued service, Sworn shift personnel shall be allowed to accrue an additional one (1) day of vacation credit. Such vacation days credit shall be calculated on the basis of twenty (20)

hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed ten (10) duty days.

- E. Beginning with the first day following completion of nineteen (19) years of continued service, Sworn shift personnel shall be allowed to accrue up to one (1) additional vacation day credit. Such vacation days credit shall be calculated on the basis of twenty-two (22) hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed eleven (11) duty days.
- F. Beginning with the first day following completion of twenty-two (22) years of continued service, Sworn shift personnel shall be allowed to accrue up to one (1) additional vacation day credit. Such vacation day credit shall be calculated on the basis of twenty-four (24) hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed twelve (12) duty days.
- G. Beginning with the first day following completion of twenty-four (24) years of continued service, Sworn shift personnel shall be allowed to accrue up to one (1) additional vacation day credit. Such vacation day credit shall be calculated on the basis of twenty-six (26) hours credit for each full month of service. The total yearly credit under this paragraph shall not exceed thirteen (13) duty days.

Section 6.6 Executive Leave

All of the Executive Leadership employees and many Management and Professional employees and select Supervisory employees are routinely required to attend meetings or work on projects outside of the normal working hours of the Village or in excess of their regularly scheduled work times. In recognition of the significant hours spent in the evenings and weekends, all Executive Leadership employees and those Management and Supervisory employees designated by the Village Manager shall receive five (5) days of Executive Leave. This time must be used on an annual basis or shall be forfeited.

ARTICLE VII. OTHER LEAVES OF ABSENCE

Section 7.1 Sick Leave Program

A. Accrual of Sick Leave

All employees, except Fire Department shift personnel, except those in temporary or part-time positions, and except those on a leave of absence without pay, shall accumulate sick leave at the rate of one (1) day for each month of satisfactory service. For purposes of this section, a full month of satisfactory service is defined as a month in which the employee has worked through the 16th of that month.

Fire Department shift personnel shall accumulate sick leave at the rate of twelve (12) hours for each month of satisfactory service.

Beginning January 1, 2015, the maximum accrual limit for Sick Leave shall be one hundred (100) days. For Fire Department Shift Personnel (outside of the collective

bargaining unit), this limit shall be one thousand (1000) hours. Further details about annual maximum accruals can be found in Section 7.4.

B. Use of Sick Leave

Sick leave is considered a contingent benefit, and shall not be considered as personal time which an employee may use at his or her discretion. Sick leave use shall be allowed only in case of actual sickness or disability or pregnancy or because of illness or death in the immediate family. The Department Head or the Village Manager may grant sick leave to employees to meet medical or dental appointments if the employee establishes that the appointment cannot reasonably be scheduled during non-working hours.

C. Substantiation of Illness

The Village Manager or the Department Head may require the substantiation of the need for sick leave of any length. Any employee who is required to submit substantiation for sick leave of less than three (3) days will be informed in advance of the need to do so by the Village Manager or the Department Head.

Falsification of evidence that would otherwise substantiate the need for sick leave will result in disciplinary action (no matter when discovered).

D. Fire Department Calculations

For the purposes of computing sick leave for Sworn personnel in the Fire Department, sick leave shall be deducted for each shift absence on an hour-for-hour basis.

E. New Classification Recalculation

Employees who change hourly classification schedules will have their accrued sick leave bank adjusted according to the new schedule (For example, a twenty-four (24) hour shift employee in the Fire Department transfers to a forty (40) hour per week position).

Section 7.2 Sick Leave Requests for Use

A. Employee Notice Responsibility

In order to receive Sick Leave compensation while absent, the employee shall notify the Department Head or their designee by phone no later than thirty (30) minutes before the time set for beginning daily duties (unless department policies provide other restrictions).

Failure to provide such notice will constitute absence without leave and may result in loss of sick leave compensation. Notification of an absence does not guarantee approved use of benefit time for the absence. Electronic notification is unacceptable unless approved in advance by the Supervisor.

B. Physician's Certification

The Village Manager or Department Head may require a physician's certificate of health examination as a condition for sick leave pay for any absence of any duration.

1. The Department Head or Village Manager may require any employee to undergo a physical and/or psychological examination or medical test at any time when, in their judgment, such an examination or test may be necessary to determine the employee's fitness to perform the duties of his/her position.
2. The cost of such physical examination provided by the employee's physician is the responsibility of the employee. All examinations and tests performed by a licensed medical professional or professionals appointed by the Village will be at the Village's expense.

C. Limitations on Sick Leave Usage

1. When Injured through Outside Employment

Sick leave credits shall not be available for use in circumstances involving personal injury sustained by an employee in the course of paid outside or secondary employment. This limitation also applies to an employee with secondary part-time employment with the Village of Palatine.

2. Use of Other Accrued Leave when Sick

Employees are expected to use their Sick Leave when sick, and not use other accrued leave time (except the planned use of Personal Time) to avoid the use of Sick Leave so as to make themselves eligible for the Sick Leave Buyback Annual Incentive. No employee shall be allowed to use time other than Sick Leave or Personal Time for an illness or injury or FMLA-qualifying event until employee has used at least six (6) full days of sick leave (four (4) days for Fire shift personnel) This will be measured using the twelve (12) months before November 17. Employees on FMLA leave for bonding time must first use their Sick Leave for 10 shift days (10, 24-hour shift days for Fire Department personnel) before the use of other forms of leave (vacation days, holidays, personal time, safe driving day or compensatory time). If the employee has no sick leave available, other accrued leave time shall be used.

3. Upon Use of All Sick Leave

In the event that any employee has exhausted all sick leave credits, the employee must request to use accumulated compensatory time, holiday time, vacation time, personal day time, or donated sick leave time or request discretionary leave to remain in active status.

Section 7.3 **Sick Leave Buyback Annual Incentive**

Unexpected absence and the use of sick leave impacts productivity and cost effectiveness for each department. In some instances, overtime costs must be incurred to cover for sick employees.

Therefore, an incentive is established to encourage employees to carefully consider the use of sick time. Employees who have used minimal sick time for the current year are eligible for up to three (3) days pay. Sick Leave Buyback Incentive will be paid annually on the pay day preceding Christmas, unless otherwise directed by the Village Manager. To be eligible, the employee must have been employed for one (1) full calendar year prior to November 17. Eligible employees who have separated on or after November 16, before the scheduled payment, may arrange with HR to include their Sick Leave Buyback in their final paycheck. Following is the procedure for pay out:

- A. Eligible employees may, at their option, decline inclusion in this annual incentive program.
- B. Payment shall be at the rate of pay for the position currently held by the employee.
- C. Sick leave usage will be evaluated during the twelve (12) month period from November 17 of the prior year to November 16 of the current year.
- D. The Number of Days Eligible for Buyback will be deducted from the unused sick leave earned during the twelve (12) month period from November 17 of the prior year to November 16 of the current year and any remaining days will accumulate with those of prior years until the Sick Leave Accrual Maximum (Section 7.4) is reached.
- E. The following schedule shall be used to determine the “up to three (3) days” eligibility for the buyback program:

<u>Number of Sick Leave Days Used</u>	<u>Number Days Eligible for Buyback</u>
Zero to One (0 -1)	3
Greater than 1 up to 2	2
More than 2	0

- F. Sworn Twenty-four (24) hour shift personnel in the Fire Department (not in the Collective Bargaining Unit) shall be eligible for the buyback program according to the following schedule:

<u>Number of Sick Leave Hours Used</u>	<u>Number of Hours Eligible for Buyback</u>
Zero	72
Greater than zero to 48 hours used	48
More than 48 hours used	0

Employees covered under collective bargaining agreement can find the terms of annual sick leave buyback incentive in their agreements.

Section 7.4 Sick Leave Annual Accrual Maximums

Sick Leave Accrual maximums shall be acknowledged and accounted for as follows:

- A. **Employees in the Illinois Municipal Retirement Fund (IMRF)**

1. **Collectively Bargained IMRF Employees:** Any days in excess of one hundred (100) days on November 16 (after any sick leave buyback is calculated per Section 7.3) of each calendar year shall be recorded for the purpose of service credit with IMRF. This service credit shall be reported to IMRF upon separation of employment with the Village of Palatine. Service Credit accrual will be subject to compliance with IMRF rules and regulations and modifications may be made for compliance. There shall be no additional cash value of these hours and the hours shall be removed from the accrued sick leave balance.
2. **Non-bargained IMRF Employees:** Any days in excess of one hundred (100) days on November 16 (after any sick leave buyback is calculated per Section 7.3) of each calendar year shall be recorded for the purpose of service credit with IMRF. This service credit shall be reported to IMRF upon separation of employment with the Village of Palatine. Service Credit accrual will be subject to compliance with IMRF rules and regulations and modifications may be made for compliance. There shall be no additional cash value of these hours and the hours shall be removed from the accrued sick leave balance. If, at the time of separation of employment, the total sick leave balance, including the recorded IMRF service credit, is in excess of 221 days, the excess of 221 days shall be deposited to a Retirement Health Savings Account in an amount equal to 50% of the employee's final rate of pay provided the employee has provided a minimum of 120 days notice of their retirement.

B. **Employees governed by the rules of Palatine Fire Pension Plans** (but not covered by a collective bargaining agreement): such as Fire Division Chief, Fire Deputy Chief, and Fire Chief shall have fifty percent (50%) of the current value of any sick days in excess of one hundred (100) days that remain on November 16 (after any sick leave buyback is calculated per Section 7.3) paid to a Retirement Health Savings account in such manner as directed by the Village Manager. There shall be no additional cash value of these hours and the hours shall be removed from the accrued sick leave balance.

C. **Employees governed by the rules of Palatine Police Pension Plans** (but not covered by a collective bargaining agreement): such as Police Sergeant, Police Commander, Police Deputy Chief and Police Chief: shall have fifty percent (50%) of the current value of any sick days in excess of one hundred (100) days that remain on November 16 (after any sick leave buyback is calculated per Section 7.3) paid to a Retirement Health Savings account in such manner as directed by the Village Manager. In addition, upon separation of employment, an employee who leaves employment with the Village voluntarily with at least twenty (20) years of service and has a minimum of 800 hours accumulated sick leave shall be reimbursed for all accumulated sick leave up to 800 hours at 20% (160 hours maximum reimbursement) at the rate of pay of the then current top step Patrol Officer. Said sum shall be deposited into the Retirement Health Savings Account. If within twelve (12) months of retirement, the Police Pension employee has a qualifying instance of FMLA, the sick leave reimbursement threshold shall be reduced from 800 hours, but in no event shall the buyback threshold fall below 700 hours. The reimbursement percentage remains at 20% and is calculated from the balance of sick leave with the FMLA time removed.

1. A Police Pension employee who used an average of four (4) days or less per year for the entirety of the employee's career shall be eligible for a 10% increase of

reimbursable sick leave. Sick days that are bought back at the end of the year, or donated to others will not be included as used days in this calculation.

2. Advanced Notice of Retirement: A Police Pension employee who provides a minimum of six (6) months advance written notice of retirement to the Village shall be eligible for a 10% increase of reimbursable sick leave at top patrol officer rate of pay. Said notice shall be irrevocable.

There shall be no additional cash value of sick leave hours and the hours shall be removed from the accrued sick leave balance.

D. **Fire Battalion Chiefs:** shall have fifty percent (50%) of the current value of any sick days in excess of one thousand (1000) hours that remain on November 16 (after any sick leave buyback is calculated per Section 7.3) paid to a Retirement Health Savings account in such manner as directed by the Village Manager. There shall be no additional cash value of these hours and the hours shall be removed from the accrued sick leave balance.

At separation from employment, any new hours in excess of the annual maximum will be applied using these same practices.

Section 7.5 Sick Leave Donation Program

In the event that an ill or injured, full-time Village employee has exhausted all sick leave credits, all accumulated compensatory time, all vacation days and all personal days, floating holidays ,and safe driving day, employee may be eligible for a donation from any full-time employee of any department within the Village upon recommendation of the Department Head and approval of the Village Manager. The employee will initiate a written request for a sick leave donation to his or her Director.

- A. Both the ailing employee and the donating employee must have at least one (1) year of full-time service with the Village.
- B. Any donated sick leave day(s) must have been accrued in prior calendar years.
- C. The donating employee must sign a form, which would direct Human Resources to deduct one (1) or more sick days from prior accrued sick leave.
- D. Employees may donate to a fellow employee one (1) sick day for every five (5) available sick days the donating employee has accrued in prior calendar years.
- E. The employee receiving the donation will be credited with one (1) day's compensation at the employer's normal daily rate for the employee. Any days donated will be deducted from the sick leave time available to the donating employee.
- F. Any sick leave donated will not count as used sick leave for the purpose of sick leave buyback.
- G. For purposes of this section, sick leave may be donated between Sworn Fire Department Shift Personnel and all other Village employees on an hour for hour basis.

Section 7.6 Discretionary Leave

The Village Manager, upon recommendation by the Department Head, may grant a leave of absence to any employee when it is determined that there is good and sufficient reason and assuming it is not disruptive to the Village's business needs. The Village Manager shall set the terms and the conditions of the leave, including whether or not the leave is to be with pay and whether or not leave accruals will continue. During the leave period, accrued leave may be used; however, additional leave will not accrue unless otherwise specified by the Village Manager. Generally, discretionary leaves of absences will not exceed six (6) months, unless a further definitive period of leave may be appropriate as a reasonable accommodation. During the leave period, an employee may be required to report periodically to the Village on the status and their intention to return to work. No leave of absence will be granted to an employee for the purpose of accepting employment elsewhere.

Section 7.7 Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to the Department Head or their designee as far in advance as practicable. The request shall state the reasons for the leave of absence and the approximate length of time-off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by their immediate supervisor and it shall be in writing.

Section 7.8 Funeral Leave

In the event of a death in the immediate family (as defined in Section 1.8), a full-time employee shall be granted up to three (3) paid work days as funeral leave if the employee attends the funeral. Leave beyond three (3) days may, upon approval of the Village Manager or Manager's designee, be classified as discretionary leave.

Sworn personnel in the Fire Department shall be provided with one twenty-four (24) hour shift absence as funeral leave in the event of a death in the immediate family.

In the event of the death of an extended family member, an employee may be granted up to one (1) day if the employee attends the funeral. Leave beyond one (1) day may, upon approval of the Village Manager, or his designee, be classified as discretionary leave.

Under no circumstances will an employee be allowed to use more than six (6) days in a year.

A part-time employee (regularly scheduled to work 20 hours per week or more) shall be granted up to one (1) paid pro-rated work day as funeral leave if the employee attends the funeral of an immediate family member.

The Village also follows the Illinois Family Bereavement Leave Act, as amended, 820 ILCS 154/1, et seq. Leave under the Illinois Family Bereavement Leave Act must be requested and approved in advance and will run concurrently with any other type of Funeral Leave set forth above.

Section 7.9 Military Leave

Military leave shall be granted in accordance with the requirements of applicable law. Written verification should be provided by the employee to his supervisor which states the specific dates, locations and anticipated length of the military assignment.

Section 7.10 Jury Leave

A full-time employee shall be granted a leave of absence with pay pursuant to a notice for jury duty. The employee must show the jury duty summons to his supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. The employee shall present the jury duty pay check to the supervisor as demonstration of completed jury duty service. The employee shall keep the jury duty check in addition to receiving his regular pay. Employees are expected to report to work whenever the court schedule permits.

A part-time employee (regularly scheduled to work twenty (20) or more hours per week) shall be granted a leave of absence pursuant to a notice for jury duty. The employee must show the jury duty summons to his supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. The employee shall present the jury duty pay check to his supervisor as demonstration of completed jury duty service. The employee shall keep the jury duty check and receive pro-rated pay. Employees are expected to report to work whenever the court schedule permits.

Section 7.11 Family and Medical Leave

A. If employee has been employed by the Village for at least twelve (12) months, has worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave, employee is eligible for up to a total of twelve (12) work weeks of unpaid leave during a rolling twelve (12) month period measured backward from the start of leave for one or more of the following reasons:

1. Because of the birth of employee's child and in order to care for such child (within twelve (12) months after the birth of the child); or
2. Because of the placement of a child with employee for adoption or foster care (within twelve (12) months of the placement of the child); or
3. In order for an employee to care for their family member (spouse, child, or parent) if the family member has a "serious health condition"; or
4. Because of employee's own "serious health condition" that makes employee unable to perform the functions of the job; or
5. For any qualifying emergency because the employee is the spouse, child, or parent of a military member on covered active duty or called to covered active duty status.

Leaves of absence under FMLA may be unpaid if no paid leave time is available. See "Coordination with Other Policies", below for a full explanation.

If employee's spouse or significant other also works for the Village and both employees become eligible for a leave under paragraphs 1 or 2 above, or for the care of a sick parent or child under paragraph 3 above, the two employees together will be limited to a combined total of twelve (12) workweeks of leave in any rolling twelve (12) month period.

An eligible employee who is the grandparent of a person called to military service lasting longer than thirty (30) days pursuant to a state or federal deployment order may also be entitled to up to fifteen (15) days of unpaid family military leave during the time the deployment order is in effect, if the employee has exhausted all available vacation and personal time.

B. Medical Certification

Any request for a leave under paragraphs 3 or 4 above, must be supported by certification issued by the applicable health care provider. Employees shall provide a certification in support of leave on an annual basis if the need for leave continues for the same reason. You may obtain a certification form from Human Resources.

At its discretion, the Village may require a second medical opinion and periodic recertification to support the continuation of a leave. If the first and second opinions differ, a third opinion can be obtained from a health care provider jointly approved by both the employee and the Village.

The Village will also require certification in support of leave for a qualifying military exigency.

C. Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

2. Absence Plus Treatment

A period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either:

a. treatment two (2) or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

b. treatment by a health care provider on at least one (1) occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care;

4. Chronic Conditions Requiring Treatment
A chronic condition which requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider, continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
5. Permanent/Long-term Conditions Requiring Supervision
A period of incapacity, which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
6. Multiple Treatments (non-chronic conditions)
Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for condition that would likely result in a period of incapacity of **more** than three (3) consecutive calendar days in the absence of medical intervention or treatment.

D. Intermittent Leave

If certified as medically necessary for the serious health condition of either the employee or spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on the basis of a foreseeable, planned medical treatment, the Village may require a temporary transfer to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

E. Notification and Reporting Requirements

1. All requests for leave of absence must be submitted to the supervisor in writing at least thirty (30) days in advance of the start of the leave (except when the leave is due to an emergency or is otherwise not foreseeable, employee is expected to notify the Village as soon as practicable, generally within one to two (1 to 2) business days of learning of the need for leave). A delay in submitting this request could result in a delay of the start of leave. The supervisor will forward the request to Human Resources for approval. All leave requests will receive a Notice of Eligibility and Rights and Responsibilities. Employee must submit additional documents as requested. Once all documentation is submitted and reviewed, approved leaves will receive a Designation Notice. Employee must also make an effort to schedule a leave so as not to disrupt business operations. During the leave, employee may be required to report periodically on status and intention to return to work.

2. When an employee seeks leave for a FMLA-qualifying reason for the first time, the Village will designate the leave as covered by this policy when the Village has enough information to determine that leave is being taken for a FMLA-qualifying reason. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the Village has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA.
3. In all instances, the employee must answer questions and provide sufficient information to allow the Village to determine whether an absence is for a FMLA-qualifying reason. Failure to provide such information can result in a delay or denial of FMLA coverage.
4. The Village may also require recertification periodically during a leave. As part of the recertification, the Village may provide the employee's health care provider with the employee's attendance records and ask whether the need for leave is consistent with the employee's serious health condition. In all instances, the Village requires recertification every six (6) weeks in connection with an FMLA medical leave.
5. Any extension of time for leave of absence must be requested in writing prior to the scheduled date of return to work, together with written documentation to support the extension. Any time beyond twelve (12) weeks in a rolling twelve (12) month period shall not be considered FMLA leave. Failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work.
6. Extensions of a leave of absence beyond the date originally approved are at the sole discretion of the Village. The maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve (12) month period (exceptions only as required by law to accommodate individuals with a disability).
7. A paid leave of absence will not affect the continuity of employment. The original date of employment remains the same for seniority purposes. The employee will accrue benefits in accordance with applicable laws while on Family and Medical Leave.

F. Employee Benefits During Family and Medical Leave of Absences

Employees will be permitted to maintain health insurance coverage for the duration of the leave under the same conditions coverage would have been provided if the employee had remained actively at work. However, the employee must make arrangements for the continuation of and payment of insurance premiums before going on leave status. If the employee does not return to work after the leave, or if the

employee fails to pay the employee's portion of the premiums, the employee will be required to reimburse the Village for the costs and expenses of insurance during the leave.

G. Return from a Family and Medical Leave

1. Upon return from leave which has extended no longer than a total of twelve (12) workweeks in a rolling twelve (12) month period, employee will be restored to the same or to an equivalent position to the one employee held when the leave started. If the leave was due to employee's own serious health condition, employee will be required to submit a fitness for duty certification from their health care provider stating that employee is able to perform the essential functions of the job. If employee fails to return to work at the expiration of the approved Family and Medical Leave, it will be considered to be a resignation of employment with the Village.
2. Certain highly compensated "key" Employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Village's operations. A "key" Employee is a salaried employee who is among the highest paid ten percent (10%) of employees at that location, or any location within a seventy-five (75) mile radius. Employees will be notified of their status as a key Employee, when applicable, after they request a Family and Medical Leave.
3. An employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including termination of employment.

H. Military Caregiver Leave

An eligible employee is entitled to a total of twenty-six (26) weeks of Military Caregiver Leave:

1. To care for a spouse, parent, child, or an individual for whom the employee is the nearest blood relative (or designated as next of kin for caregiving) who has a serious injury or illness that was incurred or aggravated in the line of duty while on active military duty overseas, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status or is on temporary disability retirement.
2. To care for a spouse, parent, child or an individual for whom the employee is the nearest blood relative (or designated as next of kin for caregiving) to a veteran who is undergoing medical treatment, recuperation, or therapy for serious injury or illness that occurred any time during the five (5) years preceding the date of treatment while on active military duty overseas.

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

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

I. Coordination with Other Policies

Except as provided herein, below, an employee must exhaust all leave time (paid sick days, vacation days, holidays, safe driving day, personal time or compensatory time) under this policy, and any such paid time off must be taken concurrently with employee's Family and Medical Leave. However, employees with more than two (2) weeks of sick leave available at the time of FMLA eligibility will be allowed to retain up to two (2) weeks of sick time on the books for future use. If employee otherwise qualifies for disability pay, employee will collect disability pay at the same time as Family and Medical Leave. Similarly, if employee otherwise qualifies for any other type of leave of absence, employee must take that leave at the same time as Family and Medical Leave. All time missed from work due to personal injury, illness or work-related injury will be counted toward the Employee's twelve (12) weeks of Family and Medical Leave.

If an employee requests leave under Sections 7.11 A 1 or 2 (for bonding time) because of a birth, adoption or foster care placement of a child, such bonding leave shall run concurrently with FMLA leave. Additionally, employees must first use ten (10) working days (10 24-hour shifts for Fire Department shift personnel) of sick leave before other types of leave are used (Paid vacation days, personal time, compensatory time). Employees shall be permitted to use no more than ten (10) days of accrued sick leave.

Section 7.12 Failure to Return from Leave

An employee who fails to return to duty within three (3) work days of the time specified on the application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances. See also Section 12.2 regarding Resignation/Loss of Seniority due to failure to work for extended periods of time.

Section 7.13 Benefits While on Discretionary Leave

While on a paid or unpaid leave of absence or layoff, the employee shall be entitled to coverage under applicable group health/dental and life insurance plans to the extent provided in such plan(s).

The Village of Palatine Employee Health Insurance Plan will require the employee's contribution to health insurance premiums for the remainder of the month in which such leave commenced. Thereafter, the employee will pay the COBRA premiums (102% of the full monthly medical premium), unless authorized in writing by the Village Manager. During an unpaid leave, seniority, vacation time, holiday time, sick leave and personal days shall not accrue except as required by law.

Section 7.14 Requalification After Leave

Unless otherwise stated in this handbook, or otherwise required by law, length of service or seniority shall not accrue for an employee who is on an approved unpaid leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a paid status. Unless otherwise stated in this handbook, an employee returning from leave will have their seniority continued after the period of leave.

When an employee returns to work from an approved leave of absence, the Village will place the employee in the previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in employee's classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to seniority except for the leave, employee shall go directly to layoff. If the employee is on layoff, recall procedures as stated in this handbook shall apply.

Section 7.15 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during an approved leave (vacation, sick leave, FMLA, bereavement, or any other leave determined by the Village Manager), without the express written permission of the Village Manager may be subject to discipline up to and including termination of employment.

ARTICLE VIII. EMPLOYEE SAFETY

To provide a safe and healthful work environment for self, fellow employees and visitors, the Village of Palatine has established a Loss Prevention Safety Program (aka Safety Policy Manual). This program is a top priority for the Village. The Village Safety Coordinator has responsibility for implementing, administering, monitoring and evaluating the safety program. The program's success depends on the alertness and personal commitment of all employees.

The Village provides information to employees about workplace safety and health issues through regular internal communication channels such as safety meeting minutes, supervisor-employee meetings, employee newsletter, bulletin board postings, memos, and other written communications. Safety is also emphasized in the employee job description. A safety committee has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Section 8.1 Employee Responsibility

Each employee is expected to obey rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or remedy such situations (when appropriate) may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, the employee must notify the appropriate supervisor and complete the proper reports. Immediate employee reports of injury are necessary to comply with applicable laws and to initiate insurance and worker's compensation benefit procedures. Reports shall be submitted to Human Resources within twenty-four (24) hours of the accident. Failure to report an accident on a timely basis could lead to disciplinary action under Section 10.1.

If the injury is severe, the supervisor or supervisor's designee should immediately call 911. Severity is based on judgment. No employee shall be disciplined for using reasonable judgement to call 911.

More detailed information regarding the Village's safety policies and loss prevention program can be found in the Village's Safety Policy Manual. Each employee is responsible to familiarize themselves with the content of that manual and follow all safety procedures and policies described within it.

Section 8.2 Workplace Injuries/Accidents

- A. If an employee is injured during the performance of the employee's duties, the employee should **immediately** report this fact to the supervisor. The employee must insure that an Employee's Statement of Injury form is submitted to the supervisor for forwarding to Human Resources, so the employee's right to worker's compensation insurance benefits or reimbursements for medical expenses is not jeopardized. Even if the injury is so slight that no time is lost, a report must be made. This is necessary to protect the employee in case a future disability results because of the injury. Also, appropriate action can be initiated to prevent future, and possibly more serious accidents of a similar nature.
 1. Neither the Village nor the worker's compensation insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the Village of Palatine, except as required by law. If it is determined that the employee should seek medical attention, the supervisor shall provide the doctor with a job description for doctor's use in determining the employees' ability to return to work. In addition, the supervisor will provide the doctor with the types of "light duty" which may be available.
 2. If the doctor determines that the employee cannot return to work, the employee is responsible for providing the Village with written confirmation within one (1) working day of the determination. In addition, the employee

is also responsible to provide any status updates within one (1) working day of the appointment.

3. If the doctor determines that the employee may return to work with restrictions, the employee will be provided a written statement indicating the terms of any approved light duty assignment (including the supervisor to report to, the length of the assignment, the type of work, and the restrictions).

For more information on Light Duty, see Section 3.6, Light Duty Policy.

- B. If an employee is involved in any accident while in performance of duties resulting in property damage or injury to any person, it must be reported **immediately** to the supervisor. The Police should be called to the scene immediately if the accident involves a vehicle. The employee should not discuss the accident with anyone except the Police, or admit to any liability. Direct any person seeking information to Human Resources.

Disciplinary action may be taken against employees if negligence is proven to be a factor contributing to the accident or causation of an unsafe condition.

Section 8.3 Safety Committees

In order to reduce the risk of work related injury and maximize safe working conditions, the Village has established several safety committees consisting of both supervisors and employees in the field. The duties of these committees include:

- A. Investigation of work related injuries or accidents for the purpose of providing feedback as to how such injury or accident can be prevented.
- B. Review of equipment, work areas and procedures for completing jobs to determine if unsafe conditions exist and what is necessary to correct such conditions.
- C. Review of accidents involving the operation of municipal vehicles and equipment to recommend if those employees involved should not earn their Safe Driving Day privileges. Employees involved in an accident shall have the right to present their case to their department safety committee.

A Village Safety Committee, consisting of management and non-management representatives from all departments, has been established by the Village to consider the recommendations of the department safety committees. The Village Manager's designee shall serve as Chair of the Village Safety Committee. This committee shall meet on a regular basis and follow guidelines as outlined in the Safety Policy Manual.

Section 8.4 Safe Driving Day

A safety incentive program has been established for those employees required to drive a vehicle or operate a heavy piece of equipment in the course of their daily assigned activities. Full-time employees are eligible for a Safe Driving Day if they are expected to drive a Village vehicle for at

least one-hundred-sixty (160) days in a calendar year, (eighty (80) days for Fire Personnel). This program provides one additional personal day to a qualified employee if the qualified employee is determined to have had no preventable accidents or no preventable accidents have occurred in which an employee shares responsibility within the previous calendar year. The employee must have worked for the Village in a capacity requiring them to drive a vehicle or operate a heavy piece of equipment for at least nine (9) months during the previous year. If an employee, who is working part-time in another position/job/assignment for the Village, has a preventable accident while working in that capacity, they will not earn the full Safe Driving Day. The use of this Safe Driving Day is subject to the conditions of Section 6.3. If an employee is unsure if they qualify for the Safe Driving Program, employee should contact Human Resources.

Section 8.5 Workplace Violence

The Village of Palatine maintains a zero tolerance toward workplace violence, or the threat of violence, by any of its employees, residents, customers, or general public, and/or anyone who conducts business with the Village. It is the intent of the Village of Palatine to provide a workplace (which includes Village property and all other locations where a Village employee is properly performing duties) that is free from intimidation, threats or violent acts.

Workplace violence includes, but is not limited to, harassment, threats, physical attack, or property damage. A threat is the expression of the intent to cause physical or mental harm regardless of whether the person communicating the threat has the present ability to carry out the threat and regardless of whether the threat is contingent, conditional, or future. Physical attack is unwanted or hostile physical contact with another person such as hitting, fighting, pushing, shoving, or throwing objects. Property damage is intentional damage to property which includes property owned by the Village, employees or others.

A. Prevention of Workplace Violence

The Village subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting hierarchy within which to report incidents of violence without fear of reprisal.

B. Reporting Threats – Internal and External

All Village of Palatine employees are responsible for notifying their Supervisor or their Department Head of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, employees should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a Village controlled site, or is connected to Village employment. Employees are responsible for making this report whether the incident is committed by another employee or an external individual such as a customer, vendor, or citizen. The Department Head will inform Human Resources of all reported incidents of workplace violence. Any employee who acts in good faith by reporting actual or potential violent behavior will not be subjected to any form of retaliation or harassment.

C. Identifying Dangerous Situations

While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their Supervisor or Department Head if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

1. discussing weapons or bringing them to the workplace (other than Sworn law enforcement personnel); or
2. displaying overt signs of extreme stress, resentment, hostility or anger; or
3. making threatening remarks; or
4. sudden or significant deterioration of performance; or
5. displaying irrational or inappropriate behavior.

D. Prohibited Actions and Sanctions

It is a violation of this policy to engage in any act of workplace violence. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on Village property or which arise from their employment with the Village shall be removed from the premises (or work locations if not on site) as quickly as safety permits, and shall remain off Village premises pending the outcome of the investigation. Any employee who has been determined to be in violation may be subject to disciplinary action up to and including termination of employment and, depending upon the violent act, may be subject to criminal sanctions. Any other person who has been determined to be in violation will be subject to suspension and/or termination of any business relationship, and/or criminal prosecution.

Section 8.6 Driver Responsibilities

Employees who use a vehicle in the performance of their position will be required to maintain a valid driver's license as a condition of holding such a position.

Consistent with this obligation, the Village reserves the right to conduct periodic reports to verify that the employee's driver's license is current and valid. Employees may need to execute documents in order to authorize the Village to confirm the status of a driver's license.

Failure to cooperate with such periodic verification reports will result in ineligibility for employment in a position in which a valid driver's license is required.

To promote overall good driving habits, employees are expected to maintain a good driving record both on and off the job. Drivers with one (1) or more recorded high-risk driving violations will be subject to a verbal warning as future violations would impact the ability to perform job duties. Drivers shall notify their supervisor of driving violations that occurred on duty before the end of

the shift. Off duty violations shall be reported at the beginning of the next day reporting to work; but no later than 72 hours after the violation.

High Risk driving violations are outlined in the “Fleet Safety Policy” Manual. These violations consist of licensing or registration offenses, felonies directly involving a motor vehicle, violations which indicate a disregard for public safety including driving under the influence, reckless driving resulting in bodily injury or property damage, reckless homicide, violations resulting in fatal accident, speeding in excess of fifteen (15) miles per hour over the limit, or following too closely.

ARTICLE IX. EMPLOYEE CONDUCT

Section 9.1 **Outside Employment**

Village employees shall not participate in outside employment that in any way interferes with the employees’ regular duties, responsibilities or work performance with the Village, as determined by the Village Manager.

- A. Full-time and part-time Village employees may not engage in outside work or employment as defined in this section without the express written approval of their Department Head and the Village Manager. Any employee who engages in outside work or employment without such express written approval is subject to discipline up to and including termination of employment. All requests to engage in outside employment must be submitted in writing to the Department Head who will forward it to the Village Manager. The “Outside Employment Request Form” is located at the end of the Employee Handbook.
 1. Outside work is defined as any gainful employment other than the performance of official duties, including, but not limited to: self-employment, working for another employer, employment in the management, and operation or direction of a private business for profit, including any direct or indirect financial interest in any such business.
 2. Department Heads may set policies and guidelines regarding outside employment. Such policies and guidelines shall be approved or subject to change by the Village Manager.
- B. The Village generally will permit employees to engage in outside employment or work so long as, in the opinion of the Village Manager or the employee’s Department Head, the outside work or employment would not affect:
 1. the quality of the employee’s work for the Village; or
 2. prevent the employee from devoting their primary interest to the accomplishment of their work for the Village; or
 3. tend to create conflict, or the appearance of a conflict, between the private interests of the employee and the employee’s official responsibility to the Village.

- C. An employee shall not perform outside work, which in the judgment of the Village Manager:
 - 1. is of such nature that it may be reasonably construed by the public to be an official act of the Village, or Department thereof; or
 - 2. involves the use of Village facilities, equipment, and electronic devices; or
 - 3. involves the use of official information not available to the public; or
 - 4. might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.
- D. While an employee is not prohibited from performing outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform the outside work if, in the judgment of the Village Manager:
 - 1. the work is such that the employee would be expected to do it as part of his or her regular duties; or
 - 2. the work involves management of a business closely related to the official work of the employee; or
 - 3. the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

During the time an employee is absent from work due to medical reasons (on duty, off duty, on workers compensation, on FMLA time, etc.), an employee shall be prohibited from working a secondary position.

Section 9.2 Use of Village Mail

Employees shall not on a regular basis use the address of the Village for receipt of personal mail without the approval of the Department Head.

Section 9.3 Use of Village Property

The Village may provide automobiles, machinery, equipment and tools for employees whose work requires frequent and extensive use. Such Village property is not for personal use and employees shall make every effort to use such property in a safe, non-abusive, efficient manner. Personal use of Village property without the expressed written consent of the Village Manager shall be subject to discipline up to and including termination of employment. Vehicles owned by the Village and used by employees, shall be subject to applicable federal tax requirements.

When using Village vehicles, employees should keep in mind that they are representatives of the Village government and that their conduct as drivers in adhering to the rules and regulations of the road is a reflection on the Village.

Section 9.4 **Political Activity**

Employees may not engage in political activity while at work or on duty. No employee, or compensated officer, other than an elected officer of the Village of Palatine shall campaign for, or make a contribution, either in cash or kind, to the campaign of any candidate for an elected office of the Village of Palatine. It shall be unlawful for any person to coerce or solicit an officer or employee of the Village to campaign for or contribute, either in cash or in kind, to the campaign of any candidate for an elected office for the Village of Palatine. No appointment to employment by the Village, or discharge or removal therefrom, or demotion or other unfavorable personnel action affecting an officer or employee of the Village of Palatine shall be conditioned upon a requirement that such officer or employee campaign for, support or contribute, either in cash or in kind, to the campaign of any candidate for an elected office of the Village of Palatine.

Section 9.5 **Solicitation, Distribution of Printed Materials, Selling/Peddling Among Employees**

A. **Solicitation During Work Hours Prohibited**

Unless authorized by the Department Head and approved by the Village Manager, all solicitation among Village employees during working hours for charitable, or any other purposes, and the selling of tickets, magazines, or merchandise of any kind are prohibited. In addition, solicitation by any Village employee is not permitted during non-working time in areas where it will disturb other employees who are working.

1. This restriction applies to all solicitations, distribution of printed materials, selling or peddling of every nature, whether by Village employees or non-employees.
2. Distribution or circulation of printed material for personal reasons by any Village employee is not permitted in any work area or during any work time.
3. Solicitation or distribution of any printed materials by non-employees on behalf of any individual, organization, group, or society will not be permitted at any time on any Village property.
4. The failure of any employee to comply with these rules will result in appropriate disciplinary action

B. **Solicitation After Hours**

Solicitation by Village employees after working hours shall be in accordance with the following guidelines:

1. Administrative and operational departments of the Village are precluded from initiating or promoting any type of solicitation or fund raising event.
2. Only auxiliary or supportive groups are allowed to sponsor a solicitation or fund raising activity. However, the name of the Village or the name of any Village department(s) shall not be used in such solicitation or fund raising.

3. Any such solicitation or fund raising program must be reviewed and approved by the Village Manager before it is initiated.

C. Bulletin Boards

Bulletin boards maintained by the Village of Palatine are to be used only for posting or distributing material of the following nature:

1. Notices containing matters directly concerning Village business.
2. Announcements which are equally applicable and of interest to employees.

All posted material must have authorization from the Department Head. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

Section 9.6 Indoor Clean Air Policy

In compliance with the State of Illinois' Indoor Clean Air Act, smoking is prohibited in any building or vehicle and prohibited on all Village premises except in designated smoking areas where authorized by the Village Manager. All types of tobacco products and electronic smoking devices are included in this policy. The property surrounding Village Hall (including parking lots, etc.) is considered a smoke-free campus.

Section 9.7 Drug-Free and Alcohol-Free Workplace Policies

It is the Village of Palatine's desire to provide and ensure that all employees work efficiently in a safe environment. Adherence to the terms of this policy shall be a condition of employment.

The unlawful use, manufacture, sale, distribution, dispensing, transportation or possession of a controlled substance, or illegal drug is prohibited at any time, except in accordance with duty requirements. The prohibitions in this policy encompass, but are not limited to: narcotics (heroin, morphine, opioids, etc.), cannabis (marijuana, hashish, cannabis-infused products), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.). An illegal drug includes the use of prescription drugs in a manner other than lawfully prescribed. The consumption of alcohol at any time during the work day (except when drinking intoxicating beverages is required in accordance with duty requirements) is prohibited. No employee shall be on duty or on call while under the influence or effects of alcohol or drugs. This policy further prohibits the consumption, possession, sale, purchase or delivery of cannabis or cannabis-infused substances by law enforcement officers, paramedics or firefighters even when off duty. This policy also prohibits the use of medically prescribed marijuana in the workplace or being under the influence of marijuana as a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act during the work day or work activities.

An employee is considered to be under the influence of drugs if the employee has a confirmed positive test result for drug use or their metabolites pursuant to federal HHS-

certified lab cutoff concentrations or has engaged in conduct evidencing apparent impairment.

In addition, all Village property and Village workplaces are subject to inspection, including, but not limited to, Village lockers assigned to employees and Village vehicles used by its employees. Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

Village of Palatine employees must report for work in an appropriate mental and physical condition to perform their job and remain in that condition the entire time on duty. Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

1. The legal use of prescribed drugs or commercially available over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner, that does not endanger the employee or other individuals in the workplace. Employees using a prescribed medication or an over-the-counter medication that may impair the performance of their job duties must immediately inform their supervisor of such use.
2. If the Village has reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs during the course of the employee's work day, the Village has the right to require the employee to submit to alcohol or drug testing. Any employee who refuses to take an alcohol and/or drug test shall be subject to disciplinary action, up to and including termination of employment. The Village, in its sole discretion and in addition to any disciplinary action, may require an employee who has tested positive on any alcohol or drug test to participate in an approved alcohol or drug counseling or rehabilitation program as a condition to being allowed to return to work.
3. The Village will, to the extent required by law, protect the confidentiality of all drug and alcohol test results.
4. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or Human Resources. Employees with drug or alcohol problems shall be responsible to seek and successfully complete treatment either through the Employee Assistance Program or an alternate form of treatment.
5. Employees shall be required to notify the Village administration of any criminal drug conviction for a violation occurring at the workplace no later than five (5) days after the conviction.
6. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. The Village of Palatine will comply with all federal, state, and local laws and regulations concerning violations of drug and alcohol use in the workplace. The Village will comply with

the applicable requirements of the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act, the Family and Medical Leave Act, and any future new legislation. In addition, any employee convicted under a criminal drug statute for a violation occurring in the workplace must notify the Village Manager within five (5) days after such conviction. An employee who is convicted of such a crime will be subject to disciplinary action, up to and including immediate discharge.

Section 9.8 Attendance, Punctuality and Dependability

Because the Village depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. An employee must notify their supervisor as far in advance as possible, but not later than thirty (30) minutes before the scheduled starting time if employee expects to be late or absent. If a department policy requires a greater notice period, employees must adhere to that policy. This policy applies for each day of employee's absence. An employee who fails to contact the immediate supervisor may be considered as having voluntarily resigned. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. Absenteeism and lateness can lessen an employee's chances for advancement, except if approved in accordance with the Village's FMLA policy.

Section 9.9 Disclosure of Confidential Information

No current or former official or employee shall use or disclose, other than in the performance of their official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of their position or employment, including information about citizens and non-public information about operations and employees. Such confidential information includes personal or private information of employees, customers, citizens, and vendors, such as personal telephone numbers, personal email addresses, home addresses, personal license plates or other unique identifiers, personal financial information, medical information, information about minors, and other sensitive information. Other confidential information includes trade secrets, reports and analysis prepared by the Village or third parties that have not been released to the public, information provided for audit purposes that has not been released to the public, information related to other actions that remain under review or in a preliminary or draft state, attorney-client communications, or other information that is not subject to disclosure under state or federal law. Disclosures required for the performance of official duties must be compliant with HIPAA and other privacy laws.

Inquiries from the media should be referred to the proper Village contact, including the designated department contacts in Police and Fire, and the Village Manager's Office.

Records of the Village of Palatine are subject to retention periods as outlined by the Records Management Section of the Office of the Secretary of State. Records may be destroyed only upon prior authorization.

Section 9.10 Employee Ethics Policy

Employees shall not use their Village employment for private gain. Guidelines:

No Village employee shall engage in any act, which is in conflict with or creates the appearance of conflict with, the performance of official duties. An employee shall be deemed to have a conflict if the employee:

- A. Has any financial interest in any sale to the Village of any goods or services when such financial interest was received with prior knowledge that the Village intended to purchase the property, goods or services.
- B. Solicits, accepts or seeks an inappropriate gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction, which is or may be the subject of official action by the Village. An inappropriate gift, gratuity or favor is one that has significant monetary value or is offered or accepted in expectation of preferential treatment instead of as an expression of appreciation or professional courtesy.
- C. Discloses or uses without authorization confidential information concerning property or affairs of the Village to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Village.
- D. Violates any applicable provision of the Illinois State Gift Ban Act, 5ILCS425/1 et seq., as now or hereafter amended.

Section 9.11 Post-Employment Restrictions

No former official or employee shall assist or represent any person or entity other than the Village in any judicial or administrative proceeding involving the Village if the official or employee participated personally and substantively in the proceeding during their term of office or employment.

No former official or employee shall, for a period of one (1) year after the termination of the official's or employee's term of office or employment, be involved in, or assist or represent any person or entity in any business or land use transaction involving the Village. This shall not preclude a former official or employee from representing himself or herself or representing any business owned by former official or employee, regarding any matter or transaction involving the Village.

ARTICLE X. EMPLOYEE DISCIPLINE

Section 10.1 Disciplinary Action

It is only fair that employees should know what the Village expects of them so far as conduct at work, on Village property, and off duty (off duty applies if it impacts the ability of the employee

to do their job or if the conduct impacts the Village's reputation in the community). Certain standards of conduct are necessary so the Village can operate in an orderly and efficient manner, and can provide for the safety and general welfare of all employees. While not all wrongful conduct can be listed, the Village sets forth the most common instances and the penalties which may be applied to them:

- A. Theft (taking without permission) property belonging to the Village, another employee, citizen or business.
- B. Refusal to comply with a work assignment or a direct instruction from a member of management.
- C. Reporting to work or working under the influence of alcohol or drugs, or using or having such in one's possession on working time, or other violation of the Village's published policy, Drug-Free and Alcohol-Free Workplace Policies, Section 9.6.
- D. Concealing evidence, interfering with an ongoing investigation, or failure to correct errors and omissions within a reasonable period of time.
- E. Restricting or encouraging others to refrain from the proper exercise of their duties, or engaging in any illegal work stoppage in violation of any collective bargaining agreement.
- F. Sabotage, destruction, misuse, or hiding of Village property, or that of a contractor or another employee, or a Village resident.
- G. Falsifying Department records, altering Village records without permission, or giving false information in preparation of any Village records, including employment applications and time tracking systems.
- H. Fighting on Village property, assaulting or attempting to assault any person or employee, or deliberately provoking another person to engage in an assault or fight, except as required and appropriate in proper exercise of their duties.
- I. Possession of any weapon not authorized by the Village (other than duty weapons properly displayed) or explosives on Village property.
- J. Being insubordinate or disobedient.
- K. Conviction of a serious misdemeanor (other than class b and c misdemeanors) or a felony.
- L. Failing to timely return from a leave of absence (except if granted extension).
- M. Violation of the Village's sexual harassment policy (depending on severity involved).
- N. Sleeping on the job (unless authorized, for example, twenty-four hour Fire Department Personnel).
- O. Refusal to work a reasonable amount of overtime when requested.
- P. Illegal gambling or participating in any illegal lottery or illegal game of chance on Village property.
- Q. Destruction of Village bulletin boards or marking or destroying any literature on such bulletin boards, or posting anything on Village bulletin boards without management permission.
- R. Failing to follow prescribed safety and health procedures, practices or policies, including smoking except where permitted, and including careless operation of any motorized equipment/vehicle.
- S. Incompetent or inefficient work performance.

- T. Failing to obtain supervisor's permission before leaving Village premises during working hours, except where it is reasonably necessary to leave the Village in the proper performance of duties.
- U. Not working during working time or engaging in personal business during working time, such as personal work, personal telephone calls, texting, playing games, reading, visiting other employees, etc., without supervisor's permission.
- V. Overstaying rest periods or lunch periods.
- W. Failing to call before your designated starting time, when not reporting for work.
- X. Failing to maintain satisfactory standards of dress, grooming, cleanliness, or personal conduct in accordance with guidelines set forth in rules and regulations of the Village.
- Y. Spreading malicious gossip or rumors, or making false, vicious or malicious statements concerning any employee, the Department, or its services, or the Village Administration.
- Z. Engaging in horseplay or disorderly conduct.
- AA. Failing to report immediately to a supervisor any accident or injury.
- BB. Excessive tardiness or absenteeism.
- CC. Violation of a Special Order or other published rules or regulations of the Department in which the employee works or such rules, regulations and ordinances adopted by the Village from time to time.
- DD. Any other behavior which brings discredit to the Village or the expected role or function of employee's Department or the Village or that the Village deems misconduct.

The Village may apply progressive discipline. However, an employee may still be immediately terminated, instead of receiving progressive discipline, for inappropriate conduct, including but not limited to: violation of work rules, general rules and regulations or policy violations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance. Progressive discipline may include any of the following steps: Documented Oral Reprimand; Written Warning; Suspension; Termination.

Section 10.2 **Appealing Disciplinary Actions**

Full-time employees (except Police Officers and Firefighters who are subject to the jurisdiction of the Fire and Police Commission) may appeal in the following manner disciplinary action other than an oral reprimand or termination:

- A. Any employee who wishes to appeal any disciplinary action must within three (3) business days after being notified of disciplinary action, submit to the Department Head a short written statement outlining the employee's reasons for appealing the action. If the employee takes no action within three (3) business days of being notified of the disciplinary action, then the employee forfeits the right to appeal the discipline and the disciplinary action shall stand.
- B. The employee's Department Head will forward any timely written appeal to the Village Manager. The Village Manager will review timely, written appeals and may meet with the employee. The employee will be notified of the Village Manager's decision. The Village Manager's decision in the matter is final.

Any appeal of discipline to the Village Manager shall be limited solely to presenting mitigating information which was not available to the employee prior to disciplinary decision. Any appeal considered by the Village Manager does not alter the employment at-will relationship or bind the Village to a specific standard in its decision-making.

Section 10.3 Grievance Procedure

The Village strives to treat employees fairly in all matters arising out of their employment with the Village. It is further recognized that it is in the best interests of the employees and the Village that each employee has the opportunity to be heard fully at any time that employee feels that this right to fair treatment has been violated. It is the Village's policy that there be at all times full and free discussion of employment matters between employees and supervisory personnel, since many grievances are the result of misunderstandings and lack of communication. However, the Village retains the rights in accordance with applicable law to do the following:

- A. Direct employees of the Village in performance of their duties;
- B. Hire, promote, transfer, assign, and retain employees in positions within the Village and to suspend, demote, terminate, or take disciplinary action;
- C. Take the necessary means to achieve the proper purposes of the Village in emergency situations.

In addition, a grievance filed by an employee must:

- A. Be clearly defined and within control of the Village Manager;
- B. Arise out of an act or failure to act by the management of the Village and be directly related to the working conditions or to the employment relationship;
- C. State the relief being sought and such relief must be within the authority of the Village to grant.

If an employee has any complaints or grievances that are within the criteria as stated above, the employee must act as follows:

Step 1:

The employee must submit a short written notice of grievance describing the complaint to the supervisor within three (3) business days of the time the employee first became aware or should have become aware of the incident or situation giving rise to the grievance. The employee's immediate supervisor will, within three (3) business days of receipt of the written notice of grievance, meet with the employee to discuss the problem. If the employee is satisfied with the solution offered by the immediate supervisor, the grievance is ended.

If a supervisor fails to meet with the employee, the employee then must, within ten (10) business days of originally submitting the grievance, proceed to Step 2 of the grievance procedure, or the grievance is ended.

Step 2:

If the employee is not satisfied with the solution offered by the supervisor, the employee must, within three (3) business days of meeting with the supervisor, make a written request to the employee's Department Head for a meeting to discuss the problem. The Department Head will attempt to meet with the employee within five (5) business days of receiving the written request. The Department Head generally will attempt to respond to the concerns expressed by the employee in this meeting within five (5) business days of the meeting. If the employee is satisfied with the response offered by the Department Head, the grievance is ended.

If a Department Head fails to meet with the employee, the employee then must, within ten (10) business days of submitting the written request for a meeting with the Department Head, proceed to Step 3 of the grievance procedure or the grievance is ended. If the Department Head fails to provide a response after meeting with the employee, the employee then must, within five (5) business days of meeting with the Department Head, proceed to Step 3 of the grievance procedure or the grievance is ended.

Step 3:

If the employee has completed Steps 1 and 2 of the grievance procedure and still is not satisfied, the employee must, within three (3) business days of receiving written notification of the Department Head's response, submit in writing a request for a meeting with the Village Manager. The request must briefly set forth the substance of the employee's grievance. The Village Manager or their designee, as soon as is practicable, meet with the employee and thoroughly discuss the grievance. The Village Manager or their designee then shall attempt to provide the employee with a written answer containing the Village Manager's decision concerning the disposition of the grievance within five (5) business days. The Village Manager's decision shall be final.

The Village reserves the right to deviate from the procedures and timelines set forth in this Section if it deems it appropriate.

The Fire Chief, with the concurrence of the Village Manager, may extend the time requirements of the grievance procedure for Fire Shift personnel not covered under the Collective Bargaining Unit due to the unique nature of the work shift and work period in the Fire Department.

ARTICLE XI. MISCELLANEOUS POLICIES

Section 11.1 Meet and Confer Sessions

In an attempt to address the needs and suggestions of all employees, it is the Village's policy to conduct "meet and confer" sessions with selected representatives from employee groups when appropriate. Those employees whose terms and conditions of employment are covered by a collective bargaining agreement or having professional, confidential, or supervisory status (except where the Illinois Labor Relations Board defines supervisors as eligible for representation by a Collective Bargaining Unit) are not allowed to participate in meet and confer sessions, but may submit requested changes in personnel policies, fringe benefits, wages and working conditions to their Department Heads for review by the Village Manager or Village Manager's representative.

- A. Meet and confer sessions should be completed in a timely manner in order to provide ample time for budget preparation. Each employee group may select a representative to meet with the Village's representative and to submit requests or suggestions.
- B. Meet and confer sessions allow employee groups to provide input on potential changes being made to the working conditions, wages, fringe benefits, and personnel policies affecting specific employee groups. These changes usually become effective or are approved in conjunction with the adoption of a new Village budget.
- C. Those employee groups wishing to participate in meet and confer discussions must submit a request in writing which specifies the selected representatives for the employee group. This request shall be submitted to the Village Manager.

Section 11.2 Tuition Assistance Program

The Tuition Assistance Program is intended to encourage continuous education by providing tuition assistance to the employee in his/her effort to complete continuing education but will not cover all costs. The Village funds a Tuition Assistance Program subject to the appropriation limits as established annually by the Village Council. Tuition Assistance is available to full-time employees in good standing who have been with the Village for at least twelve (12) months of active, continuous service. Employee must have an overall rating of "meets expectations" or better on their most recent performance evaluation at the time of application to qualify. Coursework and study are expected to be completed on the employee's own time.

Tuition Assistance is a discretionary program subject to the availability of funds and may be discontinued at any time by the Mayor and Village Council or the Village Manager. Past approval and participation in the tuition reimbursement program does not guarantee approval in subsequent years and does not obligate the Village to pay coursework beyond the approved term. Reimbursements will not carry over from year to year if the program doesn't have enough funds in a given year.

Courses or degrees must be job related and must improve the employee's efficiency, knowledge and competency in the performance of existing or future job duties. The education program must be relevant to the employee's job as determined by the Village.

Course reimbursement shall be for tuition costs only. Costs for books, student fees, or other associated costs are not covered by the program. The amount of reimbursement for a course will depend on:

1. Whether it is undergraduate or graduate level.
2. The grade achieved in the course, and
3. Whether any other financial assistance is received by the employee.

Harper College rates will be used as a benchmark for establishing maximum reimbursement rates for community college coursework. Northern Illinois University will be used as a benchmark for establishing maximum reimbursement rates for undergraduate and graduate coursework. All higher education institutions must be accredited.

Maximum reimbursement will be:

- 75% of the established reimbursement rate for a grade of A or B.
- 50% of the established reimbursement rate for a “Pass” in a Pass/Fail Course
- 25% of the established reimbursement rate for a grade of C
- No reimbursement for a grade of D, or F, or “Fail” in a Pass/Fail Course.

Reimbursement rates will be reconsidered from time-to-time, and shall be posted to the Employee Intranet.

The employee is expected to seek all other sources of assistance (Veteran’s benefits, scholarships, and grants) with the exception of student loans. The Village’s reimbursement shall not exceed the difference between a tuition invoice and tuition assistance from all other sources. The Village’s reimbursement will not exceed established benchmark rates. However, if the rate from an accredited higher education institution is less than the established benchmark rates, the maximum amount reimbursed will equal the institution’s rate per credit hour for graduate or undergraduate coursework. The reimbursement rate for graduate level coursework shall not be less than the reimbursement rate for undergraduate level coursework.

Advance Program Approval Procedure

Employees must be approved for coursework before they are eligible for reimbursement. Each learning period, an employee will submit a “Tuition Assistance Application” (form found at the end of the Employee Handbook) to their department director describing the course of study and its relevance to the employee’s job and the Village of Palatine. The employee must include the cost of their tuition as well as any anticipated financial aid. The department director then considers preliminary approval and makes a recommendation to the Human Resources Director for final approval. Once a course is approved, the employee will receive acknowledgement of acceptance into the program for that period.

For an employee new to the program, the best opportunity to be accepted into the program is to submit a request to Human Resources by July 31 of the year prior to the coursework. This way, the Village can consider new individual education plans as part of the Tuition Assistance Program. Education expenses will be considered for advance approval when the actual budget year begins.

Reimbursement Procedure

Within sixty (60) days after the course is completed, the employee shall submit the initial approved request, final grade report, receipt showing tuition costs and a completed Tuition Assistance Agreement (form found at the end of the Employee Handbook). Human Resources will coordinate signatures on the Reimbursement Agreement and will process the reimbursement. The Village will make every effort to reimburse eligible costs for current approved courses (or those pending reimbursement). Failure to submit within 60 days will result in forfeiture of the reimbursement.

Reimbursement Limits

Annually, the limit for tuition assistance shall be the lesser of either eighteen (18) credit hours credit or the annual limit for non-taxable tuition assistance benefits as established by the IRS. This limit can be lifted at the express written authorization of the Village Manager in circumstances where the employee is continuing their education as part of a Village succession plan.

Employee Commitment to Village

Employees shall recognize the Village's commitment to supporting their education efforts with a commitment to three years of continued employment following completion of their course(s). In consideration for tuition assistance reimbursements, the employee agrees to a minimum three (3) year commitment to continued employment with the Village following completion of each course. Employees who voluntarily leave Village employment after receiving tuition assistance shall be required to reimburse the Village according to the following schedule:

<u>Time between course completion and terminating employment</u>	<u>Percent employee shall Reimburse the Village</u>
Less than one year	100%
One to two years	75%
Over two years to three years	50%
Over three years	0%

Section 11.3 Employee Suggestions

The Village management is always desirous of providing a more efficient Village service and actively solicits the suggestions of all Village officials and employees. Employee suggestions should be submitted in writing to the Department Head and/or Village Manager. All suggestions shall be acknowledged in writing and will be given thorough consideration. If an employee's idea or suggestion is implemented, the employee will receive written recognition and a copy of this recognition shall be placed in the employee's personnel file.

Section 11.4 Business Travel Expense Policy

The Village of Palatine will reimburse employees for reasonable business travel expenses incurred while on professional business away from the normal work location. All business travel must be approved in advance by the Department Head or Village Manager.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Village. Employees are expected to exercise good judgment and limit expenses to reasonable amounts, as if they were traveling at their own expense.

If employees are using their personal car for Village business, they are entitled to the per-mile rate of reimbursement according to the Internal Revenue Service. Mileage will be calculated from the employee's work location. To verify employees meet their obligation to have appropriate auto vehicle coverage while conducting village business, employees will be asked to demonstrate proof of insurance before receiving their mileage reimbursement check. Minimum insurance requirements are \$100,000 Bodily Injury Liability per person; \$300,000 Bodily Injury Liability per Occurrence; \$100,000 Property Damage Liability or \$300,000 Bodily Injury and Property Damage Liability Combined Single Limit.

If an employee receives an auto allowance as part of their job, they are entitled to reimbursement for travel outside of fifty (50) miles from Village Hall. Under no circumstances shall the mileage reimbursement exceed the cost of airfare to the destination.

If an employee has an auto accident as a result of conducting Village business using their personal vehicle, the Village may reimburse the employee's deductible up to \$500. The damage must be incurred performing tasks directly related to the job and must be documented through a Police Report. The Village will use discretion when considering reimbursement and will not make payment when, for example, the employee violated the law and/or caused the accident.

Employees may be entitled to a per diem meal allowance as defined by IRS Regulations, Publication 1542. Pursuant to IRS Publication 1542, receipts are not required when per diem allowances are authorized. Advance approval of the Village Manager is required to be eligible for a per diem meal allowance.

Travel cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed. The amount of the travel expense should be sustainable in advance by an itemized estimate of the expenses.

When travel is completed, employees should submit a completed travel expense report within five (5) business days. Reports should be accompanied by receipts for all reimbursable expenses except those related to per diem allowances.

In any situation where extraordinary travel expenses are to be incurred, or where these regulations do not cover the situation, or place a significant financial hardship on the employee, the Village Manager may authorize exceptions. The employee must justify the additional expense via memo addressed to the Department Head.

Abuse of the Business Travel Expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may be subject to disciplinary action, up to and including termination of employment.

Section 11.5 Uniforms and Appearance

Employees in certain departments are required to wear uniforms as assigned while on duty or acting as a representative of the Village. Departmental policy shall specify when uniforms and proper attire are necessary.

All employees are to maintain a neat appearance. It is particularly important that employees who meet the public make a neat, clean appearance at all times. Supervisors are directed to advise employees of improper appearance for the work in which they are engaged. Continued disregard of the Village's uniform and appearance policy may be subject to disciplinary action.

Section 11.6 Failure to Work Due to Exceptional Circumstances

During any type of exceptional natural emergency which occurs on a normal work day, as determined by the Village Manager, (i.e. snow, flood, etc.) a Village employee should report to work unless specifically directed by the Department Head not to report. If an employee does not report to work or is unable to report to work during such emergency without authorization from the

Department Head, the hours lost will be deducted from authorized accrued time off of the employee. If no such time is available to the employee, the hours lost will be deducted as time without pay.

Section 11.7 Work Requirements During Inclement Weather

The Department Head may alter the employee's work assignments during *extreme* weather conditions to minimize employee exposure. However, if it is determined that the health, safety and welfare of the Village is threatened, employees shall perform assigned duties regardless of weather conditions.

Section 11.8 Work from Home Arrangements

Municipal employee work, by nature, occurs face-to-face and in-person. In rare circumstances, work-from-home arrangements will be considered on a temporary basis if there is an established business need and the means for the employee to meet the temporary project requirements. The Department Head must establish a clear benefit to the Village to justify work from home and must seek concurrence of the Village Manager before work-from-home arrangements are made.

Section 11.9 Internal Investigations and Searches

From time to time, the Village of Palatine may conduct internal investigations pertaining to security, auditing or work-related matters. The Village reserves the right to search lockers, desks, filing cabinets, computers, other electronic devices whether provided by the Village or a personal device, and other personal belongings located on Village property at any time. As part of such investigation, the Village reserves the right to search materials and possessions brought on site by the employee. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

The Village will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so. The Village will conduct such searches in a manner reasonably intended to address the legitimate operational and management reasons for the search.

Section 11.10 Firearm Restrictions

- A. All Village property is a "prohibited area" under Section 65 of the Illinois Firearm Concealed Carry Act and thus concealed carrying in or on any Village property is not authorized by Illinois law.

Except as provided under EXCEPTIONS, no employee may wear, carry, store, transport, or otherwise possess a Firearm at any time in or on Village property or while performing any duties for or on behalf of the Village.

Examples of prohibited times and places include, but are not limited to the following:

1. Performing work for the Village at any location including private residences and commercial establishments and other customer or client locations; or
2. Driving or riding as a passenger in a Village vehicle; or
3. Attending Village directed or sponsored activities or events.

Use of a private vehicle. No Village employee may use a privately owned vehicle for Village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

B. EXCEPTIONS

Police Officers and other Village employees specifically designated may possess their work-issued Weapons.

C. Parking Lots

An employee may keep a firearm in his or her personal vehicle properly parked and locked in a Village parking area, so long as the weapon is kept in compliance with all applicable federal and state laws and regulations, is entirely out of sight, and, so long as the employee is properly licensed and the firearm is unloaded and locked in a glove box, trunk or other secured container.

ARTICLE XII. SEPARATION FROM VILLAGE EMPLOYMENT

Section 12.1 Layoffs and Recalls

- A. Whenever it becomes necessary to reduce the number of employees in any given class, the Department Head concerned shall prepare, for the Village Manager's approval, a list of those employees to be laid off or reassigned.**

The Village will endeavor, so far as it deems possible, to transfer qualified employees to any available vacant position rather than lay them off.

When the Village must lay off employees, Department Heads generally will, insofar as the Village deems appropriate, consider a number of factors. An evaluation of each employee will be made by the Department Head on the following criteria:

1. An employee's qualifications, skills and abilities to perform relevant job duties;
2. Promotion potential and transferability of skills to other positions within the unit;
3. Demonstrated current and past performance; and
4. The needs of the Village and specific projects.

- B. For a period of up to six (6) months following the date of a layoff, the Village will try, in so far as it deems possible and appropriate, to give preference to employees laid off due to a reduction in force in filling positions which subsequently open and for which the employee is qualified.**
- C. In order to assist in the orderly and easy transition into other employment, the Village will attempt, in so far as it deems possible and appropriate, to give employees advance notice of an impending reduction in the force.**
- D. Employees in a class by virtue of promotional appointment may request demotion to a class from which he was promoted in lieu of a layoff, but any such demotion shall be at the Village's discretion.**

Section 12.2 **Resignation/Loss of Seniority**

- A. Employees absent without leave authorization for more than three (3) consecutive work days (or two (2) consecutive duty days for Fire Department shift personnel) shall be deemed to have voluntarily resigned from their job.
- B. Any employee wishing to resign from the Village service in good standing shall file with the Department Head a written resignation stating the reason or reasons for leaving and giving at least ten (10) working days' notice. For Fire Department employees, a written resignation stating the reason or reasons for leaving should be submitted with at least five (5) duty days' notice. Employee shall be in active, scheduled working status on the final date of employment unless otherwise authorized by the Village Manager.
- C. Failure to comply with these procedures may result in denial of future employment with the Village.
- D. Employees who have not performed work for a continuous period in excess of twelve (12) months (for any reason other than absence approved due to military service) shall lose their seniority and will be considered terminated from employment. Exceptions will be considered only on a case-by-case basis when required to comply with the law.

ARTICLE XIII. ELECTRONIC MEDIA POLICY AND PROCEDURES

Section 13.1 **Purpose**

This policy provides guidelines for the secure, effective, and efficient use of the electronic media system. It sets forth the Village's policy with regard to use, access to and disclosure of electronic messages sent or received by Village employees using the electronic media systems.

Section 13.2 **System Components/Media Defined**

This system provides technology tools and communications over various media for authorized users, to include, but not limited to:

- A. E-mail and messaging
- B. Internet communications
- C. Broadcast messages
- D. Voice-mail
- E. Mobile data terminals, desktop and laptop computers
- F. Telephones and cellular phones
- G. Tablets and other portable electronic devices
- H. Fax machines, modems and servers
- I. Software licensed to the Village of Palatine
- J. Video conference equipment
- K. Social Media

Violations of this policy may result in loss of privileges and/or disciplinary action no matter when such violations are discovered.

Section 13.3 Usage Guidelines and Procedures

- A. The electronic media systems are user friendly, privileged communications systems that electronically create, store, and forward communications and data from one person to other recipients.
- B. All data created, composed, sent, received, stored, accessed, viewed or transmitted with any of these systems are, and remain the property of, the Village of Palatine; as such, these messages are not the private property of any employee. Tools, messages and information are subject to inspection.
- C. Authorized users of the Village's Municipal Area Network (MAN) will be provided a login name, which allows access to the system. The user will then provide a personalized password. The confidentiality of this password will be the sole responsibility of each user. Any communications via this system will be attributed to, and therefore the responsibility of, the login name of the originating user. Users may wish to utilize any additional security features built into the system, i.e., passwords, encryption, etc. to further protect their individual messages.
- D. To maintain the security of the computer-based systems, each user shall be required to logout or secure the system (password required screen saver) if they are not in the physical presence of the computer. Employees are not permitted to modify the Village Standard Load (SL) computer configuration without express permission from the Information Technology Department (IT).
- E. Access for users will be authorized and recommended by the employee's Department Head. The appropriate information will be collected by Human Resources, reviewed for approval, and conveyed to IT.
- F. The Computer User Group (CUG) representative, or trained departmental staff shall provide initial training where possible.
- G. The maintenance of the master list used on the computer systems shall be IT's responsibility. Suggestions for changes should be forwarded to the employee's respective CUG representative for their recommendation.
- H. Users shall not divulge their password(s) to other users, except where it may be required in the best interest of the Village. This determination will be made by the Department Head and IT, with the approval of the Village Manager or his designee. In this rare exception, the security accountability policies apply to all parties involved. Any person with knowledge of any password not their own shall report this to their supervisor and the IT Department. Appropriate actions may then be taken to secure the system. The Village Manager's office reserves the right to require an employee(s) to reveal their password(s).
- I. No employee shall attempt any unauthorized access to any system.

- J. The Village reserves the right to control access to various Internet sites.
- K. Employees will adhere to guidelines of computer security awareness training including phishing, secure passwords, etc.

Section 13.4 Acceptable Use

Communication tools may be used to communicate internally with employees, or externally with citizens, consultants, suppliers, vendors and other business relationships and acquaintances. The Village provides electronic communication tools to facilitate business communications, enhance productivity and improve service to our customers. The Internet may be used for appropriate business uses such as, research, updates of business information or news, or for specifically approved projects.

Incidental and occasional personal messages and Internet usage will be permitted on the system as long as they do not interfere with regular duties of the user or any other employee or the availability of technology resources. To the extent it occurs, personal use should be reserved to non-work hours. Personal messages will be treated the same as all other messages sent via the system. They are and remain property of the Village as outlined in Section 13.3B. Internet usage, whether business related or occasional personal use, may be monitored and reported on regularly and subject to the Unacceptable Use in Section 13.5.

Section 13.5 Unacceptable Use

These systems (as defined in Section 13.2) cannot be used to create, forward, or receive any offensive or disruptive messages, i.e., containing sexual implications; racial slurs; gender-specific comments; discriminations relating to age, sexual orientation, religious or political beliefs, national origin, disability, or any other basis protected by law. Access to Internet sites of this nature are prohibited unless deemed necessary to perform their Village-defined job function. Where that condition exists, approval by the Department Head and authorization from the Village Manager or their designee is required prior to access to such Internet sites.

No employee shall use the Village's communication systems for mass distribution or receipt of personal or non-business information. These messages include, but are not limited to, messages containing personal advertisements, personal opinions, or personal requests. These systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Participation in, or originating chain letters may result in loss of privileges.

No electronic media system shall be used to send copies of any documents, or information that is copyrighted, trade secret, proprietary, or considered confidential by the Village Manager's office.

No employee with authorized access to a media system shall allow an unauthorized person, employed or not employed by the Village, to use the system for any reason.

Section 13.6 Limits of Privacy

The Village reserves the right to review, audit, intercept, access, and disclose the contents of any employee's use of the Village of Palatine communications systems. Therefore, it should not be expected that such communications are private. Any contents obtained under these guidelines may be disclosed without the consent of the employee. As with all other Village property, the Village will search, monitor, inspect, intercept, review, access and/or disclose all Village electronic media resources and all data created, entered, received, stored, viewed, accessed or transmitted via those resources for legitimate management reasons, at any time, and without further advance notice by persons designated by or acting at the direction of the Village, or as may be required by law or as necessary for, or incidental to, auditing, security and investigative activities, and to ensure effective technology resource administration and policy compliance. Users specifically consent to the access by and disclosure to the Village of information created, entered, received, stored, accessed, viewed or transmitted via the Village's electronic media resources that is stored by a third-party electronic communication service or remote computing service and have no expectation of privacy in such information. For example, authorized persons will inspect the Village's technology resources to investigate theft or other unlawful activity or workplace misconduct, the unauthorized disclosure of client confidences, attorney work product and proprietary information, misuse, to assess Internet use, and for other work-related purposes. No employee may monitor or intercept any data without the authorization of the Village Manager or Human Resources.

Section 13.7 Transmitting Confidential Information

Communication tools, especially the e-mail system should not be used to transmit confidential communications.

Confidential information pertaining to the Village itself or to any of its employees shall not be sent by e-mail without the express authorization of the Department Head. In cases where confidential information may need to be transmitted electronically on a regular basis, the IT Department should be consulted regarding the availability of encryption software and other means for securing the communication.

Section 13.8 Software Standardization

To ensure long range, cost effective compatibility with Village computer software, purchases and installation of software must be approved by the Director of Information Technology.

Section 13.9 Software Licensing

To ensure that personnel abide by licensing agreements entered into with software manufacturers, the Village prohibits employees from making copies of software, downloading software from the Internet (commonly referred to as shareware or freeware), or bringing software from home or other sources without prior approval from the Director of Information Technology.

This includes but is not limited to items like screen savers, wallpaper, and weather reporting installations.

Section 13.10 Software Development

Any software developed by an employee is the exclusive property of the Village and cannot be sold or used for profit ventures by anyone without the specific written agreement from the Village Manager.

Section 13.11 Etiquette and Village of Palatine Representation

E-mail and voicemail messages reflect the Village of Palatine's image. Such messages should always be composed in a professional manner that is no different than the manner used to compose letters or memoranda on letterhead. Users of the system must keep in mind that electronic files are subject to discovery and may subsequently be used in litigation. Inappropriate use of facilities may damage the Village's reputation and could give rise to Village and individual's liabilities. Accordingly, every effort must be made to be professional in all usage of communication tools.

Section 13.12 Regulation and Enforcement

The Director of Information Technology or their designee is responsible for monitoring the compliance with the provisions of these procedures. The Director of Information Technology shall also be responsible for investigation of suspected non-compliance with the provisions of this procedure.

Misuse of the communication tools or violations of this policy may result in disciplinary action including suspension of privileges to user, or up to and including termination of employment. Criminal or civil action may be initiated in appropriate instances. Such discipline shall be in accordance with the Village's policies.

Section 13.13 Global Positioning Systems

Global Positioning System (GPS) devices are used for reporting items such as location, condition, or current operational state of Village assets. Some Village equipment, including, but not limited to, cell phones, mobile devices, computers, and vehicles may have GPS devices attached or built in and enabled for management and reporting purposes.

**VILLAGE OF PALATINE
TUITION ASSISTANCE APPLICATION**

This form must be completed, signed and submitted to Human Resources for consideration of Tuition Assistance. Assistance is provided on a first come, first serve basis. There is no guarantee of benefits.

Employee Name: _____

Application Date: _____

Job Title: _____

Department: _____

Courses Requested:

Number of Hours:

Undergraduate _____ Graduate _____ Degree: _____

Name of Institution: _____

Tuition Rate Per Credit Hour:

In your opinion, how will this degree or course(s) improve your job performance?

Provide a written explanation on how this course will benefit you personally.

Employee Signature: _____ Date: _____

Department Head Approval: _____ Date: _____

Employee, upon course completion, submits:

_____ Transcript showing final grade

_____ Tuition statement for proof of payment

_____ Completed Tuition Assistance Agreement

Village of Palatine
TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement is between Village of Palatine, ("Village"), and _____ ("Employee"). Both the Village and the Employee voluntarily agree to the following provisions:

- (1) The Village will give the Employee a Cash Advance or Loan following successful completion of coursework in accordance with the provisions of the Tuition Assistance Program as indicated in Section 11.2 of the Employee Handbook.
- (2) The Village agrees to Loan this amount to the Employee on the condition that the Employee agrees to repay the Village the entire amount of this Loan on or before his last day of employment unless he completes three years of active service following the Cash Advance.
- (3) The Village will excuse a portion of the Cash Advance for each 12-month period that Employee works for the Village following completion of the course according to the following schedule:
 - At least 12 months after completion of the course work, the Village will excuse 25% of the Loan.
 - At least 24 months after completion of the course work, the Village will excuse 50% of the Loan.
 - At least 36 months after completion of the course work, the Village will excuse 100% of the Loan.
- (4) If the employment relationship between the Employee and the Village is terminated for any reason before the Loan is paid in full, the Employee agrees that the unpaid balance of this Loan Amount shall immediately become due.
- (5) The Employee also agrees and voluntarily authorizes the Village to withhold from the Employee's final paycheck deductions to satisfy the loan, even if the amount exceeds 15% of the total paycheck. If the final paycheck does not cover the entire unpaid balance, the remaining balance, (if any) may be recovered by the Village in a court of law, with the Employee being responsible for the Villages' attorney's fees and costs incurred if deemed appropriate by the court.
- (6) Nothing contained in this loan agreement constitutes a promise or guarantee of employment for a specific term, and the Village and Employee acknowledge that the Employee's employment relationship remains an at-will employment.
- (7) This Agreement shall be construed and enforced pursuant to Illinois law.

Employee Signature

Village of Palatine

Date

Date

Class(es): _____

Employee, upon course completion please submit:

1. Completed Tuition Assistance Agreement
2. Transcript showing final grade
3. Statement from the Bursar's Office (Tuition Statement) for proof of payment.

OUTSIDE EMPLOYMENT REQUEST

Village employees may participate in outside employment with the prior approval of their Department Head and/or the Village Manager, subject to the following conditions:

1. All requests to engage in outside employment must be submitted in writing to the Department Head and/or Village Manager.
2. The Department Head and/or Village Manager may prohibit outside employment which may:
 - a. Affect the quality of the employee's work for the Village;
 - b. Prevent the employee from devoting their primary interest to the accomplishment of their work for the Village, or;
 - c. Create conflict, or appearance of a conflict, between the private interests of the employee and the employee's official responsibility to the Village.
3. Outside employment will generally be prohibited if the outside work is of such nature that it may be reasonably construed by the public to be an official act of the Village or Department thereof; involves the use of Village facilities, equipment and/or supplies of whatever kind; involves the use of official information not available to the public; might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.
4. No employee may perform outside work if, in the judgment of the Village Manager, the work is what the employee would be expected to do as part of employee's regular duties; the work involves management of a business closely related to the official work of the employee; the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.
5. During the time an employee is absent from work due to medical reasons, an employee shall be prohibited from working a secondary position.

EMPLOYEE NAME	POSITION	DATE
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NAME/LOCATION OF BUSINESS

TYPE OF BUSINESS		
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TYPE OF WORK TO BE PERFORMED	() INDOORS	() OUTDOORS
-------------------------------------	--------------------	---------------------

TOTAL HOURS/WEEK	 DAYS OF WEEK	HOURS OF DAY
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() APPROVED	() DISAPPROVED	() APPROVED	() DISAPPROVED
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VILLAGE MANAGER	DATE	DEPARTMENT HEAD	DATE
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