



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 23, 2019
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Presentation – American Legion Post #679
4. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
5. Staff Presentations
 - A. Administration
 1. Request for Raffle License from the LA Jr. Golden Eagles Cheer
 2. Personnel Rules and Regulations
 - B. Finance
 1. Informational Item regarding Fiscal Year Ending December 31, 2018 Financial Results
 2. Ordinance approving Budget Amendments for Fiscal Year Ending December 31, 2018
 3. Resolution amending Resolution 2018-14 for Committed Fund Balance
 4. Ordinance amending Chapter 32, Section 32.03 Electronic or Mechanical Amusement Devices, of the Municipal Code
 - C. Public Works
 1. Contract with Chadwick Contracting for the 2019 Indian Trail Beach Parking Lot Replacement
6. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Artinghelli
 1. Parks and Recreation Board Liaison Report
 - F. Trustee Bojarski
7. Village President
 - A. Proclamation – Arbor Day – April 26, 2019 (Thursday)
 - B. Proclamation – Building Safety Month – May 2019 (Thursday)

8. Audience Participation

9. Motion to enter into Closed Session for Approval/Semi-Annual Review of Closed Session Minutes (5 ILCS 120/2 (c))

10. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

DEPARTMENT: Administration

SUBJECT: Raffle License Request for LA Jr. Golden Eagles Cheer

EXECUTIVE SUMMARY

The LA Jr. Golden Eagles Cheer is requesting a Raffle License for August 31, 2019, September 7, 2019, September 14, 2019, September 21, 2019 and September 28, 2019. The raffle will be a cash prize and there will be three winners at each drawing. The prize amounts will be \$100, \$150, & \$250. Section 31.02 of the Village Code regulates organizations that conduct raffles in the Village. Organizations desiring to conduct a raffle must apply to the Village for a raffle license.

All provisions of Section 31.02 of the Village Code have been met. LA Jr. Golden Eagles Cheer unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application

RECOMMENDED MOTION

Motion to approve the raffle license request and waive the fidelity bond requirement for LA Jr. Golden Eagles.



Village of Lake in the Hills
Raffle Application Form

Date of Application 4/15/19

(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)

Application Information:

Name of Organization: LA Jr. Golden Eagles Cheer

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): Oct, 2010

Does this organization fulfill the requirement of operating without profit to its members: Yes [X] No []

Purpose for which club/ organization was formed: introduce and safely teach the sport of cheer, physical fitness, teamwork, respect, community service & good sportsmanship

Presiding Officer's Name: Kelly McElhose

Presiding Officer's Address: 1431 S. Parkview Ter. Algonquin, IL 60102

Secretary's Name: Jessica Clark

Secretary's Address: 1671 Hartley Dr. Algonquin, IL 60102

Raffle Manager's Name: Jessica Stratejcruk

Raffle Manager's Address: 826 Shawnee Dr. LITH, IL 60156

Raffle Manager's Phone #: 847-544-1830

Raffle Manager's Date of Birth: 12/27/78

Names & Addresses of any other individual directly involved with the administration of the raffle. Jamie Steadman - Treasurer 1603 Hartley Dr. Algonquin, IL 60102

Raffle Information:

Dates raffle chances will be sold or issued: May 11 - August 30th, 2019

Date/Time raffle is to take place: 8/31/19, 9/7/19, 9/14/19, 9/21/19, 9/28/19

Location or Description of Premises and Address of raffle: Home of raffle manager 826 Shawnee Dr. LITH, IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:
 Method by which the winning chance will be determined:

Families in LITH and Algonquin and other surrounding areas
weekly drawing between 8/31 and 9/28
 2000

Total number of chances to be sold:

Maximum price of each raffle chance:

\$10

Item(s) to be raffled:

Cash
 \$250 x5
 \$150 x5
 \$100 x5

Maximum Retail Value of Each Prize:

\$
 \$ 1250
 \$ 750
 \$ 500
 \$
 \$

Retail dollar value of all prizes:

\$ 2500.⁰⁰

Assertions:

- Yes No Does the raffle manager reside in Lake in the Hills?
- Yes No Is the raffle manager a US Citizen?
- Yes No Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes No Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes No Has the organization ever had a raffle license previously revoked for cause?
- Yes No Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes No Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes No Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

Bond and Fee Requirements:

- Yes No Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes No If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes No If no, is the fidelity bond attached to this application?



Village of Lake in the Hills
Raffle Affirmation Page

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devices or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.

Kelly McElhuss
Presiding Officer

and/or
[Signature]
Secretary

Sworn to before me this 5th day
of April, 2019
Donna Jean Chambers
Notary Public



MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

[Signature]
Signature

4/15/19
Date



Village of Lake in the Hills
Bond Waiver Request Page

The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested. Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.

On the 15th day of April, 2019, the membership of LA Jr. Golden Eagles (Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed: Kelly McElhese Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

15th day of April, 2019

Donna Jean Chambers Notary Public



NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that LA Jr Golden Eagles (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed: Kelly McElhese Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

15th day of April, 2019

Donna Jean Chambers Notary Public





REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019
DEPARTMENT: Administration
SUBJECT: **Personnel Rules & Regulations**

EXECUTIVE SUMMARY

The Administration department recommends the proposed changes to the Personnel Rules & Regulations. Areas of this document were revised in response to changes in state law. Improvements are being proposed to vacation leave for new hires and PT employees, based on recommendations made by McGrath Consulting. Clarifying language has been added to existing policies, along with the recommendation of consolidation or elimination of policies and supporting documents that no longer serve their purpose. Anita Neville, Human Resource Manager will be present at the April 23rd, Committee of the Whole meeting to present the revisions for consideration.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Recommended: Personnel Rules & Regulations

RECOMMENDED MOTION

2. Motion to approve adopting changes to the Personnel Rules & Regulations.



**VILLAGE OF LAKE IN THE HILLS
PERSONNEL RULES AND REGULATIONS**

Revised ~~December 14, 2017~~ April 25, 2019

Important Notice to All Employees

The Village of Lake in the Hills Personnel Rules and Regulations are not intended to, and do not, create a contract of employment, express or implied, between any employee and the Village. These rules are intended only to describe the rules and regulations of the Village. No contract of employment exists between the Village and any employee unless there is a separate written agreement signed by both the employee and the Village President or Village Administrator.

Employment with the Village is "at will." by law, an employee may terminate his or her employment at any time, with or without cause and with or without notice. The Village may also terminate the employment of any employee at any time, with or without cause, and with or without notice. No section of these Rules and Regulations shall be interpreted as giving up this right by the Village or any employee.

The Village of Lake in the Hills is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the Village.

These Personnel Rules and Regulations supersede all other personnel rules, regulations policies and procedures, written or oral, with the exception of police commission regulations, collective bargaining agreements and written employment contracts.

The Village of Lake in the Hills, at its sole discretion, reserves the right to change, from time to time and without notice, any term or provision of these Rules and Regulations.

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~~Attachments and Exhibits~~

~~The following may be requested from the Human Resources Coordinator:~~

Attachment 1	Employee Recruitment Policy
Attachment 2	Acknowledgement Of Understanding Regarding Outside Employment
Attachment 3	Medical Certification Form
Attachment 4	Education Assistance Reimbursement Agreement
Attachment 5	Initial Cobra Notice
Attachment 6	Performance Evaluation And Merit Compensation Program

SECTION I

General Personnel Policies

The personnel policies of the Village of Lake in the Hills shall apply to all employees and shall govern the relationship between the Village and all employees, except where these policies conflict with the Board of Police Commissioners Rules and Regulations, collective bargaining agreements, or written employment contracts in which case, the Board of Police Commissioners Rules and Regulations, the collective bargaining agreement, or the contract shall control.

Section 1.1 Equal Employment Opportunity

The Village assures equal employment opportunity in all of its employment practices, including those pertaining to:

- Recruitment
- Hiring
- Placement
- Transfers
- Promotions
- Practices
- Compensation
- Other Benefits
- Training
- Layoff and Recall
- Demotions
- Terminations

These will be administered in accordance with applicable federal, state, and local fair employment laws or regulations. Protected classes and statuses include, but are not limited to, race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation including gender-related identity, whether or not traditionally associated with the person's designated sex at birth, military status, veteran status, citizenship status, arrest record, or genetic testing. The Village believes that special effort is required to prevent and eliminate discrimination and the Village pledges itself to a determined and sustained effort in support of this belief and the policies outlined in this Policy.

Any employee who believes he or she needs accommodation based on disability or religion is responsible for bringing the matter to the attention of his or her supervisor.

It is the responsibility of every Village official and employee to give this Policy full support through inspirational leadership and personal example. In addition, it is the duty of every Village official and employee to create a job environment which is conducive to the Policy.

Overall responsibility for the direction of our Equal Employment Opportunity Policy and practices has been assigned to the Human Resources Manager, who will serve as the EEO Officer.

Any employee who believes that he or she has been treated unfairly because of his or her inclusion under a protected class or status or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations should immediately report the incident to his or her Department Head. Department Heads should immediately report the situation to the EEO Officer. If an employee believes that he or she has been treated unfairly in any of these areas by his or her Department Head, the employee should bring the matter to the immediate attention of the EEO Officer.

All complaints of discrimination or unfair treatment based on a protected class or status or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations will be promptly investigated and the appropriate corrective action taken. After investigation, any Department Head or other employee found to have violated the Village's Policy will be subject to appropriate disciplinary action, up to and including termination of employment. If an investigation results in a finding that a complainant has falsely accused another of discrimination or unfair treatment, the complainant will be subject to appropriate disciplinary action, up to and including termination of employment.

The Village will not in any way retaliate against an individual who makes a report of discrimination or unfair treatment based on a protected class or status or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations, nor will the Village permit any other Village official or employee to do so. Retaliation is a serious violation of this Policy and should be reported immediately. Any person found to have retaliated against another individual for reporting discrimination or unfair treatment will be subject to appropriate disciplinary action, up to and including termination of employment.

Section 1.2 Recruitment and Hiring

~~The Village of Lake in the Hills seeks to recruit the most talented workforce qualified applicants and recognizes the value of its internal workforce and when appropriate seeks to promote the most qualified employees to fill open positions. To ensure a fair and consistent recruitment effort, Village employees will be notified of all job opportunities and the Village retains the right to promote from within prior to recruiting externally, as allowed by law. then available in the job market. The Village of Lake in the Hills Employee Recruitment Policy (attached as Attachment 1) shall guide the recruitment process.~~

~~All employees, except Police Department employees, shall be selected by the Department Head in accordance with the approved budget, subject to the prior approval of the Administrator or the Board of Trustees if the Administrator's position is vacant.~~

1.2.1 Eligibility for Employment

An applicant with a disability should request a reasonable accommodation when s/he knows that there is a workplace barrier that may prevent him/her, due to a disability, from effectively competing for a position or performing a job. A request for reasonable accommodation is the first step in an informal, interactive process between the applicant and the Village. In some instances, before addressing the merits of the accommodation request, the Village will need to determine if the individual's medical condition meets the ADA definition of "disability," a prerequisite for the individual to be entitled to a reasonable accommodation.

All employees, except Police Department employees, shall be selected by the Department Head in accordance with the approved budget, subject to the prior approval of the Administrator or the Board of Trustees if the Administrator's position is vacant.

1.2.2 Job Descriptions & Salary Schedules

The Human Resources Manager maintains a comprehensive listing of all current job descriptions and salary schedules. If the recruitment will be for a newly created position that does not already have an approved job description on file or for a reclassification of an existing position, the Department Head will work with the Human Resources Manager on the development of the job description.— A recommendation will be made on the classification of the position and grade range based on current comparable community information and analysis of internal equity for the position.—

1.2.3 Job Posting and Recruitment

A job posting and Invitation to Apply will be prepared by Human Resources and approved by the Department Head, prior to posting the position. An applicant tracking system will be used to post all open positions to the Village's website and applicants will be required to complete an application through this system in order to be considered for a position. Additional information (i.e. resume, cover letter, salary requirements, etc.) may also be required based on the position. Once the position has been posted, an Invitation to Apply will also be sent to Village employees and elected officials via email. The Invitation to Apply will also be physically posted at each main location in the Village. Additional recruitment efforts may be needed to ensure qualified job candidates. When additional recruitment is needed the Department Head will approve additional budgetary expenses related to external marketing.—

1.2.4 Candidate Interviews, Exams, and Testing

Interviews of qualified candidates can be scheduled when enough responses were received. The interview format will be left to the discretion of Human Resources and the hiring manager and/or Department Head. In addition to interviews, job candidates may be asked to provide work products to demonstrate their skills and abilities or may be required to complete a practical exercise or exam. Interview questions will be used as a tool to guide the interview and ensure consistency and fairness in the process. All interview materials will be collected and maintained by Human Resources.

1.2.5 Background Investigations

Human Resources will obtain authorization from job candidates prior to any background check investigation. Human Resources will then coordinate with the Police Department and a third party administrator to complete background check investigations on job candidates being seriously considered for a position. Background checks for all job candidates will include a social security trace, county and multi-jurisdictional criminal search and employment verification through reference checks. Additionally and based on position, background checks may include a driver's license check, DOT previous employer check, education verification, credit check, DCFS check, Livescan finger print submission, IClear check and– a federal national criminal report.

1.2.6 Conditional Offer of Employment

Upon successful completion of the background investigation, the Department Head will seek approval from the Village Administrator or Chief of Police to make a conditional offer of employment.— An offer letter should be presented to the candidate containing at a minimum, a start date and the rate of pay for the position.— The start date should be a mutually agreed upon date as discussed during the interview process, and the starting rate of pay should be the beginning of the salary range for that position unless otherwise approved by Village Administrator or Chief of Police The offer letter should also include a statement of acceptance to be signed by the job candidate.

All applicants who are initially offered employment with the Village will be required to successfully complete a drug test and if applicable a physical examination, and tuberculosis screening by an approved physician, as a condition of employment. The Village will pay the cost of the required physical examination and testing.

Once the signed acceptance is received, and all Pre-employment physicals and background checks are clear, Human Resources will notify all other applicants indicating that the position has been filled and thanking them for submitting an application and/or resume.

1.2.7 Exceptions

Although the preceding recruitment procedures are meant to apply to all Village personnel, recruitments for the following three categories of personnel will require certain exceptions::

Sworn Personnel

--Recruitment of sworn police personnel shall be conducted by the Board of Police Commissioners in accordance with all laws, rules, and regulations governing such recruitments. The preceding recruitment procedures shall be followed to the extent that no conflicts exist with such laws, rules, and regulations (i.e. provide sufficient notice in regards to vacancy, start date, etc.):

Department Heads/Supervisory Personnel

Every effort shall be made to adhere to the preceding recruitment procedures when the recruitment is for Department Heads or supervisory personnel.— However, due to the special and unique circumstances that often arises when recruiting for these types of positions, exceptions to these procedures (i.e. special salary requests, special benefit requests, etc.) will be permitted provided that prior approval is obtained from the Village Administrator or is authorized by state law or ordinance.

Personnel Covered Under Collective Bargaining Agreement

Every effort shall be made to adhere to the preceding recruitment procedures when the recruitment is for personnel covered under a collective bargaining agreement. These procedures shall be followed to the extent that no conflicts exist with the collective bargaining agreement (i.e. provide sufficient notice in regards to vacancy, start date, etc.):

Section 1.3 Training

The Village is committed to training all employees so they develop the knowledge and skills necessary to become successful in their current role and prepare them for potential job growth in the future. Training can be accomplished in a variety of ways depending on department and position within the organization. Employees may receive on the job training and off site training. They may also receive training through attendance of professional seminars, conferences, and certification programs. Onboarding plans also assist employees with training during the first few critical months

as a new employee. Please see Administrative Policy 2013-03, Employee Onboarding Plan for details.

Section 1.4 Supervisor Training

In addition to the required and recommended training that all Village employees receive, supervisors are provided additional opportunities for growth and development specific to their role as a supervisor. All supervisors participate in quarterly management training seminars and other professional development seminars to assist with skills development for their current role with the Village. Training plans are developed as part of the employee goals discussion during the performance evaluation process.

Section 1.5 Progressive Discipline

The orderly and efficient operation of the Village of Lake in the Hills requires that employees maintain standards of proper and safe conduct, on and when off-duty when the conduct impacts the employee's position with the Village, and adhere to Village policies and practices. It shall be the policy of the Village to administer discipline fairly, reasonably, and impartially. Failure or refusal to meet these standards may result in disciplinary action including verbal and written reprimand, suspension with or without pay, demotion, and termination and other such actions deemed appropriate by the Department Head with the consent of the Village Administrator. The following forms of discipline are considered in order of increasing severity. The Village may, however, in its discretion, skip any level of discipline.

1.5.1 Verbal Reprimand

Verbal reprimands will be applied to infractions of a relatively minor degree or in situations where an employee's performance needs to be discussed. A memo addressed to the employee's personnel file summarizing the infraction and corrective actions required will be placed in the employee's personnel file.

1.5.2 Written Reprimand

Written reprimands will be issued in the event an employee continues to disregard a verbal reprimand or if the infraction, whether initial or subsequent, is severe enough to warrant a written reprimand in the employee's personnel file. The reprimand shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline. The original copy, signed by the employee (or noted that the employee refused to sign the document), shall be placed in the employee's personnel file. A copy of the written reprimand will be provided to the employee and shall be forwarded to the Village Administrator.

1.5.3 Performance Improvement Plans

Performance Improvement Plans (PIP): A Performance Improvement Plan may be instituted at any time in coordination with or without other disciplinary action. Its purpose is to identify problems and provide guidance for improvement. PIP should be a written document that clearly identifies deficiencies and steps that the employee needs to take to improve performance in a specified time period. The Village Administrator shall be notified of and approve (except for Police Department employees) a PIP prior to the action taking place. A PIP will be reviewed and signed by the employee, supervisor, and Human Resources Manager and placed in the employee's personnel file. A copy of the PIP shall be forwarded to the Village Administrator.

1.5.4 Suspension

Suspensions without pay or administrative leave with pay may be administered as a result of a severe infraction of policies, repeated violations, or other substantial reasons. For a minor infraction, a suspension may be given after an employee has received a written warning. An employee may be suspended without pay when the offense is of a serious enough nature usually sufficient for termination but when circumstances related to an employee's overall performance would not warrant immediate termination. The Village Administrator shall be notified of and approve (except for Police Department employees) a suspension prior to this form of disciplinary action taking place. The original copy of the suspension notice, signed by the employee (or noted that the employee refused to sign the document), shall be placed in the employee's personnel file. A copy of the suspension notice will be provided to the employee and shall be forwarded to the Village Administrator.

1.5.5 Demotion

Demotion is the reduction in grade or class of employment or assignment to a position of less responsibility, with a corresponding reduction in wage or salary. Demotions may be used to punish serious misconduct and may be used in addition to other forms of discipline. The Village Administrator shall be notified of and approve (except for Police Department employees) a demotion prior to this form of disciplinary action taking place. The original copy of the demotion notice, signed by the employee (or noted that the employee refused to sign the document), shall be placed in the employee's personnel file. A copy of the demotion notice will be provided to the employee and shall be forwarded to the Village Administrator.

1.5.6 Termination

Termination may occur with or without cause and be warranted in instances involving serious insubordination or other violations of Village policy, theft, illegal or destructive acts while on the job, or other substantial reasons. An employee may also be terminated after repeated offenses of a less serious nature if appropriate behavioral changes have not resulted from previous disciplinary

action. The Village Administrator shall be notified of and approve (except for Police Department employees) the termination prior to this form of disciplinary action taking place.

The Village Administrator, Department Heads and Human Resources Manager reserve the right to mandate an employee to the Employee Assistance Program and to use this measure as a component of the disciplinary and performance management processes as applicable.

1.6 Grievances

It is the desire of the Village to adjust misunderstandings and grievances informally, and both supervisors and employees should make every effort to resolve problems as they arise. Employees who desire to pursue a grievance must file it in written form. The procedure for filing a grievance (for all departments except the Police Department) shall be as follows:

1. The employee shall first discuss it with his or her immediate supervisor within 10 calendar days after the occurrence. As soon as possible, the supervisor shall schedule and conduct a meeting with the employee. Within 10 calendar days after the meeting, the supervisor shall render a decision. The Village Administrator shall be notified of the decision rendered by the supervisor.
2. If the employee is not satisfied with the supervisor's decision, then the employee may present a written grievance to his or her Department Head. That written grievance must be presented within 10 days after the supervisor's decision to the Department Head. As soon as possible, the Department Head shall schedule and conduct a meeting with the employee and the supervisor. Within 10 calendar days after the meeting, the Department Head shall render a decision in written form. The Village Administrator shall be provided a copy of the written decision.
3. If the employee is not satisfied with the Department Head's decision, then the employee may submit a written request within 10 days after the Department Head's decision for a final determination to the Village Administrator. The Village Administrator shall review the matter in detail and provide, within 10 days after receiving the written request, a binding written response based on the policies and procedures of the Village.

1.7 Employee Personnel File

The following are examples of items that may be kept in an employee's personnel file:

- Employment Application/Resume
- Tax Forms
- Registration/Certification/Degree
- Orientation Materials

- Performance Appraisals
- Disciplinary Notices
- Commendation Forms And Letters
- Incident Reports
- Vacation Requests
- Individual Daily Time Sheets
- Overtime Records
- Sick Time Records
- Compensatory Time Records

Employment Eligibility I-9 forms will be kept in a separate I-9 file. All other documents, including copies of supporting documentation, medical records and enrollment forms containing dates of birth will be kept in a separate confidential file. Protected Health Information (PHI) will be maintained in confidential files and will not be released except on a “need to know” basis pursuant to the Health Insurance Portability and Accountability Act (HIPAA). Please review Section XIX for more information.

An employee may inspect his or her own personnel file twice each year. To inspect a personnel file, the employee must submit a request, in writing, to inspect his or her personnel file to the Human Resources Manager. Police Department personnel shall submit their requests to the Chief of Police.

Every employee will normally be allowed to inspect his or her personnel file within seven days after the date of submission of the written request.

Every employee will be allowed to inspect his or her personnel file at the Village Hall during normal working hours, unless other arrangements are agreed upon. No employee may remove his or her personnel file from the Village Hall, but the employee may request that the Village mail a copy of his or her personnel file if the employee is unable to inspect it at the Village Hall. An employee may request copies of any documents in his or her file.

By law, there are some items that may be kept in an employee's personnel file which the employee has no right to inspect. Such items include medical records, letters of reference, test documents, materials relating to the Village's staff planning, information about other people if allowing inspection of those documents would invade the privacy of the people referred to, records involving the employee which are relevant to a judicial proceeding between the Village and the employee, and any records alleging criminal activity.

If an employee disagrees with any information contained in his or her personnel file, the information may be removed or corrected by mutual agreement of the Human Resources Manager (or Chief of Police for Police Department Employees) and the employee. If an agreement cannot be reached, the employee may submit a written statement of his or her position, which the Human Resources Manager (or Chief of Police) will attach to the disputed record.

1.8 Employment Categories

It is the intent of the Village to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and the Village.

All employees are designated as either Non-Exempt or Exempt under state and federal wage and hour laws.

The Village has established the following categories for both non-exempt and exempt employees:

Regular Full-time

Employees who are normally scheduled to work 40 or more hours per week and may be exempt or non-exempt as defined below. Generally, they are eligible for the full benefit package, subject to the terms, conditions and limitations of each benefit program.

Regular Part-time

Employees who are normally scheduled to work less than 40 hours per week and may be exempt or non-exempt as defined below. Generally, they are eligible for some of the benefits offered by the Village subject to the terms, conditions, and limitations of each benefit program.

Returning Seasonal

Employees who are hired for a specific position and are scheduled to work more than 6 months but less than 12 months per year based on economic demands or community needs. Generally, they are not eligible for the benefits offered by the Village unless mandated by state or federal law. With the exception of a criminal background check, Returning Seasonal employees may not be subject to the full hiring process.

Seasonal

Employees who are hired for a specific position or positions for a specific period of time and may be exempt or non-exempt as defined below. Generally, they are not eligible for the benefits offered by the Village. Employment beyond any initially stated period does not in any way imply a change in employment status.

Exempt

Employees that are generally managers, administrators or professional staff as these terms are defined by the Fair Labor Standards Act, who regularly receive a predetermined amount of compensation each pay period and who are not required to be paid overtime for work performed beyond 40 hours.

Non-Exempt

Employees who are compensated at the rate of 1.5 times their regular rate of pay for all hours worked beyond 40 hours in the work week in accordance with the Fair Labor Standards Act and the Illinois Minimum Wage Law.

1.9 Work Schedules

The standard work week of regular hourly employees may vary as a result of the operational demands of the departments. However, the average total number of regular hours in a work week will be 40 hours. A full workday shall consist of 8.5 hours, with one 30-minute non-paid lunch period and two 15-minute paid break periods. Should an employee's lunch period be interrupted based on an assignment of work, that employee shall be entitled to repeat his or her lunch period in accordance with this section. If an employee, based on unanticipated work assignments requiring immediate completion, is unable to take his or her lunch period during the 8.5 hour work day, then the employee shall be compensated for 30 minutes of overtime work for the missed lunch period (except for exempt employees).

Employees working at least 4 hours but less than a full workday will be entitled to one 15-minute paid break period.

1.10 Attendance

Employees are expected to report for work each day, to arrive on time, not to leave work earlier than scheduled, and shall devote their entire efforts during working hours to their assigned duties. Late arrival, early departure, excessive absenteeism, or any pattern of such conduct may be a basis for discipline, up to and including immediate termination of employment.

1.11 Severe Weather Policy

The Village Administrator shall have the authority to close the Village's administrative offices due to inclement weather or other such conditions.— If severe weather is anticipated and there is ample time to plan and notify employees and public of the closure, and with Department Head approval employees will have the option of using benefit time, working remotely or flexing their work schedule to make up work hours lost due to the closure. —When severe weather does not allow for advanced notice of the closure, then All—full-time employees will be paid for such time off unless they had previously requested the time off.—Part-time employees will only be paid if normally scheduled to work that day and only for those hours which the employee would normally work.

1.12 Assignment of Duties

The Village Administrator shall decide issues, disagreements, and questions relating to the respective powers or duties of employees as defined in current job descriptions.

The Chief of Police shall have the same authority with respect to Police Department employees.

1.13 Business Attire

It is important for all employees to project a professional image of the Village of Lake in the Hills. All employees shall wear appropriate business attire and appropriate safety equipment, depending upon the task being performed, while working.

The wearing of blue jeans, athletic clothing, casual shorts, leggings, inappropriate caps and similar items of casual attire are not permitted as they do not present a businesslike appearance, except as authorized by a Department Head.

Any clothing provided by the Village shall not be worn for any extended term by the employee outside of the work environment.

When an employee violates the business attire policy, their supervisor shall send the employee home to change into acceptable attire. During this absence, paid time off is required to be used.

1.14 Office Appearance

In order to convey an image of efficiency and professionalism, all office areas should be kept neat and orderly. Work areas should be kept as neat as possible during the regular work day and should be straightened prior to leaving at the end of the work day. Pictures and decorations are permitted to be hung at the discretion of the employee's supervisor.

Employees should leave public areas, such as the copy room, coffee stations, conference rooms, restrooms and kitchens in a clean and orderly condition for guests and other employees.

1.15 Employment Verification

All requests for employment verification on current or former employees must be referred to the Human Resources Manager. Information given will be limited to verification of employment dates, position title, and salary unless 1) additional information found in their files is required to be released according to any state or federal law, or 2) the employee agrees to the release of additional information found in their files. In accordance with the Personnel Record Review Act (PRRA), the Village shall notify the employee in writing when providing disciplinary records to a third party, unless otherwise exempted by law. Disciplinary records more than four years old from the date of disclosure will not be provided.

1.16 Confidentiality

~~Employees entrust the Village with important personal information relating to themselves. Personal information including social security numbers, driver's license numbers, bank or credit card numbers, in combination with an individual's first name (or first initial) and last name is considered confidential and will not be disclosed to external parties unless required or approved by the employee. If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor.~~

SECTION II

Wage Compensation

2.1 Overtime

Overtime compensation will be paid to non-exempt employees at 1.5 times the employee's regular hourly rate for all hours worked in excess of 40 in any given work week. Whenever possible, overtime must be authorized in advance by the employee's Department Head.

For payroll purposes in determining overtime, the standard work week of Village employees shall be from 12:00 a.m. Monday to 11:59 p.m. the following Sunday.

The above provisions for overtime shall not apply to the employees of the Police Department, who shall be governed in this respect by the Standard Operating Procedure of the Department.

2.2 Pay Periods

Employees shall be paid bi-weekly, receiving their pay on Wednesdays, after 3:00 p.m. for the preceding pay period. When this day is a holiday recognized by the Village, checks shall be issued on the preceding work day.

Employees shall be responsible for personally and accurately reporting/recording their hours of work. Any employee who falsely records their own hours, or records hours for another employee, shall be subject to disciplinary action up to and including termination of employment.

2.3 Deductions from Salary

Village policy requires compliance with the salary basis requirements of the Fair Labor Standards Act. The Village does not allow deductions that violate the Fair Labor Standards Act and/or the Illinois Wage Payment and Collections Act.

If an employee feels that an improper deduction has been made, the employee should immediately report this information to the Human Resources Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

2.4 Compensatory Time

Regular, full-time, non-exempt employees may elect compensatory time off in lieu of overtime compensation.

Compensatory time (if elected and if approved by the employee's Department Head) will be granted at a rate of 1.5 hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an employee may schedule and take his or her compensatory time off with prior approval from his or her Department Head. Employees may not accumulate, whether by accumulation or carry-over more than 80 hours of compensatory time off each year. Any overtime exceeding 80 hours of compensatory time off will be paid as overtime compensation. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than: the average regular rate received by such employee during the last three years of the employment or the final regular rate received by such employee, whichever is higher.

SECTION III Benefit Leave

3.1 Vacation

3.1.1 Philosophy and Purpose

The Village provides for and encourages all regular full-time employees and part-time employees working 1,040 hours or more per year to utilize accrued paid vacation time as a means of refreshing one's health, pleasure, rest, and relaxation away from the rigors of normal work activity.

3.1.2 Policy

Vacation credit shall be earned on the first day of the month, following the date of hire and will be calculated in accordance with the vacation schedule outlined below. Vacations are to be taken annually. The Department Head may allow up to ~~(40)~~ hours of vacation time for full time employees and 20 hours for part time employees to be carried over to the next calendar year for use in the next calendar year (in addition to any accrued vacation).—_No paid vacation hours may be taken in excess of accumulated vacation hours.

Upon separation of employment, employees will be paid for any accrued but unused vacation time.

When a holiday falls during an employee's approved vacation, and the employee is entitled to that holiday as a paid holiday, the day will be counted as a paid holiday, not vacation time.

3.1.3 Vacation Requests

All requests for vacation time should be submitted to the employee's supervisor for approval at least 30 days in advance, unless otherwise approved by the Department Head.

3.1.4 Vacation Administration

New employees begin to accrue vacation time on the first day of the month, following the date of hire for full or part-time employment.

Employees continue to accrue vacation for each subsequent calendar month of employment. Annual accruals shall be rounded up to the nearest hour. Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year. Vacation time accrued in the previous calendar year may only be used after the beginning of the next calendar year.

3.1.5 New Hires

During the first year of employment full time employees will be awarded vacation time based on a prorated quarterly basis as demonstrated in the table below. Vacation time will be available to use after 90 days of employment, based on the employee's date of hire, and can be carried over into the next year.— If an employee terminates employment within the first 90 days, they will not be reimbursed for vacation time earned.

<u>Hire Date</u>	<u>Vacation</u>
<u>January 1 – March 31</u>	<u>40 Hours</u>
<u>April 1 – June 30</u>	<u>32 Hours</u>
<u>July 1 – September 30</u>	<u>24 Hours</u>
<u>October 1 – December 31</u>	<u>16 Hours</u>

3.1.5 Regular, Full-Time Personnel

Full time employees will accrue vacation hours each month beginning on the first day of the month following the date of hire. An employee will continue to accrue vacation hours each month until their ~~ir-employee's~~ anniversary date. The amount of vacation hours accrued will increase beginning on the first day of the month following their anniversary date.— Vacation accruals increase in the 4th, 11th, 18th and 25th year of service.— (Ex.— An employee reaches their 4 year anniversary on July 15th.— They will accrue at a rate of 6.64 hours per month for January-July and 10 hours per month for August-December.— Beginning the next month after the anniversary date an employee will begin to accrue vacation at the higher accrual rate.

Years of Continuous Service	Vacation Hours Earned	Carryover Allowed
0-4 Years	6.64 hours per month 80 hours annually	40
5-11 Years	10 hours per month	40

	120 hours annually	
12-18 Years	13.28 hours per month 160 hours annually	40
19-25 Years	16.64 hours per month 200 hours annually	40
26 Years +	20 hours per month 240 hours annually	40

For exempt full-time positions, the starting accrual rate and beginning accrual balance may be modified, subject to the approval of the Village Administrator, so that experienced candidates are not discouraged from accepting employment with the Village.

3.1.6 Regular, Part-Time Personnel

Regular, part-time employees, who work at least 1,040 hours per year, will accrue vacation time at ½ the equivalent rate of full-time employees and will accrue vacation time in the same manner.

~~an annual rate equivalent to the number of hours worked (including benefit leave time or FMLA approved leave) not to exceed the number of hours the position is budgeted to work on a bi-weekly basis. (i.e., a part-time employee who is budgeted to work 25 hours per week would be eligible to accrue up to 50 hours of paid vacation time per year).~~

<u>Years of Continuous Service</u>	<u>Vacation Hours Earned</u>	<u>Carryover Allowed</u>
<u>0-4 Years</u>	<u>3.32 hours per month</u> <u>40 hours annually</u>	<u>20</u>
<u>5-11 Years</u>	<u>5 hours per month</u> <u>60 hours annually</u>	<u>20</u>
<u>12-18 Years</u>	<u>6.64 hours per month</u>	<u>20</u>

	<u>80 hours annually</u>	
<u>19-25 Years</u>	<u>8.32 hours per month</u> <u>100 hours annually</u>	<u>20</u>
<u>26 Years +</u>	<u>10 hours per month</u> <u>120– hours annually</u>	<u>20</u>

3.2 Observed Holidays

Regular full-time Village employees may receive 12 paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve
- 2 Floating Holidays

Employees are eligible for holiday pay upon date of hire. Observance of holidays shall be on the day they occur. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday.

Employees **will not** be allowed to carry over or be reimbursed for any unused holidays, including unused floating holidays.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a floating holiday, a vacation day, a personal day, or a day without pay, provided that he or she has given prior notice to his or her Department Head.

3.3 Floating Holidays

For new employees, the two floating holidays may be awarded on a prorated quarterly basis, as demonstrated by the table below:

Hire Date	Floating Holidays
January 1 – March 31	1.5 Days
April 1 – June 30	1.0 Days
July 1 – September 30	0.5 Days
October 1 – December 31	0.0 Days

Floating holidays are to be requested by the employee in advance and approved by the Department Head. ~~At no time shall all employees of the same department take the same day off as a floating holiday.~~ Floating holidays must also be used by the end of each calendar year and cannot be carried over into the next calendar year. Employees will not be reimbursed for any unused floating holidays upon separation from employment. Employees are eligible for floating holiday upon date of hire.

3.4 Pay for Working Holidays

Regular, non-exempt, full-time employees required to work on a holiday will be paid at their overtime rate for all hours worked. This pay will be in addition to their holiday pay.

3.5 Personal Day

In addition to all other paid days off, each regular, full-time employee shall receive one personal day per calendar year to use at his or her discretion, subject to the approval of the Department Head. The personal day must be used by the end of each calendar year and cannot be carried over into the next calendar year. Employees will not be reimbursed for an unused personal day upon separation from employment. Employees are eligible for a personal day upon date of hire.

3.6 Sick Leave

The Village provides sick leave to all regular full-time employees in the event of an illness or injury. Sick leave may be used for any non-occupational illness or injury of the employee or pursuant to the Employee Sick Leave Act, 820 ILCS 191/1, the employee's immediate family for absences due to an illness, injury, or medical appointment that cannot be scheduled outside of normal work hours. Immediate family is defined as employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Sick leave shall be taken in a minimum of 15-minute increments. The Department Head will be responsible for authorizing sick leave (paid or unpaid) for the employees within his or her department.

Sick leave (up to two (2) days) may also be used for bereavement of the employee's extended family member not listed under Bereavement Leave subject to the approval of the Department Head.

In the event of occupational injury where the employee is off work for less than four (4) business days, sick leave may be used to cover time away from work not paid by workers' compensation.

3.7 Reporting of Illness

In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform his or her Department Head or Supervisor directly, if possible, or by telephone. Such notification shall be given at least one-half hour before his or her starting time. Failure to so inform the Department Head of each absence or agreed intervals in the case of extended illness may result in a loss of sick leave pay to which the employee may otherwise be eligible. An employee's illness must be documented by the Department Head.

At any time the Department Head feels that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the absence was necessary may be required. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence.

FMLA Certification forms are required for absences in excess of three days in succession. Absences requiring FMLA documentation shall be reported to the Human Resources Manager on the fourth day.

3.8 Sick Leave Accrual

Sick leave shall ~~be accrued~~ commencing the first day of the month, following the date of hire. ~~Employees will accrue Sick leave will accrue at a rate of one day (8 hours of sick leave for every full month worked and sick leave is)available as of -the first pay period of the month accrued. per full month worked for all regular full-time employees.~~

All unused sick leave will carry over into the next calendar year, unless the employee chooses to participate in the Sick Leave Buyback program.

3.9 Sick Leave Buyback Program

Reimbursable Sick Leave

Reimbursable sick leave is considered the first 40 hours of unused sick leave earned in a calendar year. Employees can have a maximum of 40 hours of unused sick leave reimbursed back to them as cash. This payment will be

disbursed in the first paycheck in December. Or in lieu of receiving reimbursable sick leave as cash, employees can have their sick leave payment directed to their 457 deferred compensation plan. All 457 deferred compensation plan payments will be disbursed in the first paycheck in January.

Non-Reimbursable Sick Leave

Non-Reimbursable sick leave is considered the second 40 hours of unused sick leave earned in a calendar year. Employees with at least 176 hours of sick leave already accrued by the first paycheck in November of each year will have the option to convert their non-reimbursable sick leave into a 457 deferred compensation plan instead of carrying over this time into the next calendar year. If elected, all 457 deferred compensation plan payments will be disbursed in the first paycheck in January. The non-reimbursable sick leave that can be converted to a 457 deferred compensation plan shall not exceed the number of unused reimbursable sick leave hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick leave at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick leave). Under no circumstances will any non-reimbursable sick leave be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for non-reimbursable sick leave.

To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees by November 1st each year. The form will allow employees to designate what they would like to do with their unused reimbursable and non-reimbursable sick leave for that year. The form must be completed each year and turned into the Human Resources Manager by November 30th. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.

3.10 Sick Leave Paid Out Upon Separation

Upon separation, the employee may be paid for any unused reimbursable sick leave accrued (Up to 40 hours), not to include sick leave accrued during the month of separation. However, upon separation, the employee will not be paid for any other accrued sick leave unless required to do so as part of a written agreement.

All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois Municipal Retirement Fund will be paid 50 percent of the value for any accrued sick leave upon separation of employment. The value of accrued sick leave is calculated at the employee's hourly rate of pay at the time of separation.

3.11 Return to Work Policy

The Return to Work Policy outlines the practices of the Village of Lake in the Hills in regards to an employee's possible return to transitional and full duty work following an injury or illness, including both on and off the job injuries. Transitional duty will be required for all employees who have been temporarily disabled as a result of a Village of Lake in the Hills work related injury, provided there is bona fide, productive work available within medical restrictions. Nothing in this policy creates a right or entitlement for an employer to be placed on transitional duty nor does it create a legal duty to provide transitional duty.

3.11.1 Transitional Duty

The Village provides for and encourages transitional duty for injuries that occur while an employee is on-duty. Transitional duty has shown to be valuable in the rehabilitation of injured employees and can effectively reduce workers' compensation costs. Such a program can speed recovery, accelerate return to normal duties and allow employees to maintain basic skills or learn new skills during recovery.

Transitional duty is a temporary work assignment that will not normally exceed a 90 calendar day limit. It will not be considered appropriate when an employee has no reasonable medical expectation of returning to regular duty within 90 days. Transitional duty assignments can be extended beyond 90 days if, by the determination of the Village Administrator, such an extension would be in the best interest of the Village.

The goal of the transitional 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 or work restriction. Transitional duty can include modified and/or alternate duty.

- Modified transitional duty is defined as temporarily changing an injured employee's regular job tasks and/or responsibilities to accommodate current medical restrictions.
- Alternate transitional duty is defined as a temporary job or project assignment that accommodates current medical restrictions. Alternate employment places the employee in an entirely different job during the recovery period.
- Either modified or alternate transitional duty may be available in limited or irregular hours.

3.11.2 Non-Work Related Illness and Injury

Under this policy, transitional duty assignments will only be considered for off the job illness or injury under the following conditions:

1. The employee must make a request for transitional duty to the Department Head in writing. The Department Head will forward the request to the Village Administrator and Human Resources Manager.
2. The Human Resources Manager will provide the employee with a Duty Status Report Form that must be completed by the employee's treating physician in order to be considered for transitional duty. The Human Resources Manager will also provide the employee with the necessary resources to make a decision regarding the best use of benefits, including but not limited to FMLA, paid time off, disability, leaves of absence, etc., that may be available to them during this time.
3. If the employee still wants to consider transitional duty, the Duty Status Report will be reviewed by the Human Resources Manager and a determination will be made on whether or not transitional duty will be granted based on the availability of work within the Village that meets the restrictions detailed in the Duty Status Report.
4. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

3.11.3 Work Related Illness and Injury

Transitional duty assignments for work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. An employee may be required to work in a transitional duty assignment, if the injury was sustained on duty and if there is bona fide, productive work available within medical restrictions.
2. Transitional duty assignments may not always be available and shall be evaluated by the Human Resources Manager in coordination with the Department Head or on a case by case basis and at the approval of the Village Administrator.
3. No regular employee shall be moved from his/her job in order to make a transitional duty assignment available to another employee.
4. An employee may be required to attend training sessions, staff meetings, seminars, or continuing education programs as deemed necessary by the Department Head as part of a transitional return-to-work assignment.

5. Employees on transitional duty are not permitted, under any circumstances, to perform any work, including secondary employment, which violates their return to work restrictions.
6. Employees on transitional duty may be evaluated on an ongoing basis by the Human Resources Manager in coordination with the Department Head on their ability to perform the transitional duty assignment, compliance with work restrictions, need for modification of transitional duty and availability of transitional duty work.
7. The Village may arrange for a physician's evaluation of the employee at any time during a transitional return-to-work assignment. The Village may at any time, based upon its physician's recommendation, modify the employee's transitional duty assignment or remove the employee from transitional duty.
8. Employees shall serve in transitional duty assignment for as long as they can perform productive work and are expected to return to full duty when at maximum medical improvement. Employees may be removed from limited duty assignments if appropriate work is not available, if the expected return to full duty is extended, or if the employee cannot satisfactorily perform the work assigned.
9. Injured employees should be examined by the Village's Occupational Health provider immediately following an injury that may have occurred during the course of employment, and should continue to receive follow up care from Occupational Health, if follow up care is necessary. However, injured employees have a legal right to obtain medical treatment from whomever they choose. If an injured employee chooses to see their own doctor, the doctor should complete a detailed work status medical note and submit a copy to the Human Resources Manager.
10. If an injured employee refuses a transitional duty assignment consistent with physician approved restrictions for a workers' compensation claim, the Human Resources Manager will send a certified letter to the employee advising where and when to report to work. This letter shall advise the employee that failure to report for this work will result in notification of IRMA and that Temporary Total Disability (TTD) payments may be terminated. The refusal of transitional duty may also result in further disciplinary action up to and including termination.
11. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

3.11.4 Return to Full Duty

The ultimate goal of a return to work policy is to facilitate the return of an employee to his/her previous full duty work assignment. Return to full duty for work-related and non-work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. Employees must present a fitness-for-duty certificate prior to returning to full duty.
2. Return to full duty, as it pertains only to work-related injuries, will be aggressively pursued and evaluated in accordance with the following additional procedures:
3. An Independent Medical Exam (IME) can be requested by the Village's insurance carrier any time during a workers' compensation claim to address whether an employee is able to return to transitional or full duty as well as addressing medical causation and treatment issues.
4. Functional Capacity Evaluations (FCEs) are sometimes prescribed by a treating workers' compensation physician to help the physician determine what job duties an injured employee can perform.

3.12 Bereavement Leave

Any active, regular employee, upon request, shall be granted three consecutive business days of bereavement leave following the death of an immediate family member. More than three days may be granted at the discretion of the Department Head and approved by the Village Administrator or Chief of Police, depending on the circumstances of each case. In considering such circumstances, the Department Head shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

Immediate Family	
Spouse	Son-in-law
Child* See Child Bereavement Policy	Sister-in-law
Parent	Brother-in-law
Sibling	Grandparent
Mother-in-law	Grandchild
Father-in-law	Grandparent-in-law

Daughter-in-law	Great Grandparent
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In the case of an extended family member's death, an employee can use a personal day, floating holiday, vacation or sick time for bereavement leave. An extended family member is defined as a person related to, the employee to the second degree by either blood or marriage, including but not limited to aunts, uncles, cousins, nieces, nephews, great aunts or great uncles.

3.12.1 Child Bereavement Leave Policy

Pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154, employees are entitled to leave for the loss of a child.

As used in this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This policy shall only apply to employees who are also covered by the Family and Medical Leave Act (FMLA).

Eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during that 12-month period. However, consistent with this section, the employee shall not be able to combine child bereavement leave with FMLA leave such that the employee would take more than 6 weeks of unpaid leave in a 12-month period.

Employees may choose to substitute any number of days of other paid or unpaid leave (which they may have accrued or to which they may be entitled) for the equivalent number of days of child bereavement leave to which they may be entitled under this section.

3.13 Disability Pay Exclusion

The following policy shall apply in cases where State Statutes do not. In no event shall an employee be entitled to receive from the Village any wages or salary, sick pay, vacation pay, or any other paid leave for the same period of time he or she is receiving disability pay from any other source including IMRF, police pension, or Workers' Compensation insurance, but not including supplemental disability coverage paid for by the employee (i.e., AFLAC) so long as the employee is otherwise eligible for wages.

However, this policy will cease to apply in cases where the Village is able to reasonably accommodate an employee's restrictions in a position covered by a different pension plan.

SECTION IV

General Employee Benefits and Allowances

Section 4.1 Medical, Dental, Vision Coverage

The Village may make available to its regular full-time employees and family dependents group health, dental and vision insurance programs. When more than one medical plan option is offered to employees, the lowest cost HMO medical coverage shall be considered the Village's basic group health insurance plan. Refer to the insurance plan's Summary Plan Document (SPD) for specific details regarding eligibility and the insurance coverage plans available.

Section 4.2 Life Insurance

The Village shall provide a paid group term life insurance policy in an amount at least equal to the employee's annual salary as of January 1st of each calendar year but no less than \$50,000 for regular, full-time employees, subject to the benefit reductions set forth in the issued life insurance policy and certificate of coverage. This plan also includes coverage for spouse and dependent children. Additional coverage may be available for regular full-time employees at the employee's expense. Refer to the insurance plan's Summary Plan Document (SPD) for specific details regarding eligibility and the insurance coverage provided.

Section 4.3 Supplemental Retirement Plans

The Village shall offer employees the opportunity to enroll in interest bearing retirement savings account for the purpose of investing funds for use upon an employee's separation of employment from the Village.

Eligible employees may enroll in the 457 Deferred Compensation Plan at any time during employment. All 457 plan contributions will be made on a tax deferred basis up to the annual maximum limit as determined by the Internal Revenue Service.

Section 4.4 Flexible Spending Plan

Regular full-time ~~and part-time~~ employees shall have the opportunity to defer pre-tax dollars into a Dependent Care Flexible Spending Account or Unreimbursed Medical Flexible Spending Account up to the maximum dollar amount allowed under the plans.

Section 4.5 Employee Assistance Program

Regular full-time and part-time employees and their immediate dependents shall have the voluntary benefit of an employee assistance program providing up to 3 in-person counseling sessions per issue of concern annually. Police Department employees shall also have the benefit of an on staff Social Services Coordinator. The Village

Administrator, Department Heads and Human Resources Manager reserve the right to mandate an employee to the Program and to use this measure as a component of the disciplinary and performance management processes as applicable.

Section 4.6 Wellness Program

Employees are the Village's most valuable resource and every effort is made to keep them physically and mentally healthy. The Village strives to provide a Wellness Program to employees that consists of specific efforts in the categories of Health Risk Assessment, Health Education and Intervention, and Physical Fitness, and the Village makes an effort to provide such opportunities to employees on a regular basis. Employees are encouraged to take advantage of the benefits provided to them through the wellness program.

Section 4.7 Workers' Compensation

The Village has a policy of Workers' Compensation which may cover an employee if that employee is injured on the job. Such coverage may include medical bills, and temporary total disability or temporary partial disability. Eligibility for temporary disability payments is in accordance with - the Illinois Workers' Compensation Act, 820 ILCS 305/1, as amended.

Employees seeking medical treatment on the day they suffer a work related injury shall be compensated for their time away from work up to the end of their scheduled shift. Employees who are unable to return to work because of a doctor ordered work restriction which cannot be accommodated shall be placed on Family Medical Leave concurrent with the workers' compensation time off provided the employee meets the FMLA eligibility requirements.

Employees seeking ongoing medical treatment for their injuries shall schedule appointments outside of their regular work day. Employees requesting time off to seek ongoing medical treatment during the work day shall be placed on Intermittent Family Medical Leave concurrent with the workers' compensation time off, if applicable, and shall use accrued benefit time while not at work.

In no event shall an employee be entitled to receive from the Village any wages or salary for the same period of time he or she is receiving any form of disability pay for any other source including IMRF, Social Security, or Police Pension. An employee shall, however, while on authorized sick leave (with or without pay) or while collecting workers' compensation, continue to be provided with group medical insurance for the employee and his or her dependents, as well as life insurance, at the same level and under the same conditions, including the regular payment of employee premium contributions, as if the employee continued to work, until such time as the employee's employment with the Village has been terminated.

An employee who obtains workers' compensation benefits by making a false claim or misrepresentation may result in disciplinary action, up to and including termination of

employment and may be held civilly liable.

Section 4.8 Retirement Fund(s)

Village employees are covered by the applicable Police Pension, F.I.C.A., or IMRF retirement fund(s) and each employee is protected as provided by the regulations covering said fund(s).

Employees not covered by the Police Pension Fund, who work at least 1,000 hours, are required to participate in IMRF.

Section 4.9 Tuition Reimbursement

The Village will reimburse one-half (1/2) of the cost of an employee's tuition, books and lab fees in accordance with the approved budget for an approved course or courses, provided the employee meets the following requirements:

1. The employee is a regular, full-time employee and has completed the initial review period of his or her employment (and any extensions thereof).
2. The course is considered job related, or is required for progress toward a job-related degree.
3. The employee has received prior approval from the appropriate Department Head prior to enrollment.
4. The Education Assistance Reimbursement Agreement has been executed by the employee, Department Head, and approved by the Village Administrator.

To qualify for reimbursement under this section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

Section 4.10 Employee Parks and Recreation Benefit Policy

General Rules: An employee or their child/children cannot displace a paying patron. If the employee or child/children are enrolled in a program that reaches the maximum enrollment and a wait list begins, the employee will need to pay the resident registration fee to maintain the spot. An employee may pay the resident registration fee to reserve a spot in the program when registering and receive a refund if the program does not reach its maximum enrollment. If the program reaches maximum enrollment, no refund

will be issued. A non-paying employee or child/children will not count toward reaching the minimum requirement to hold the program or class.

The Director of Parks and Recreation must approve all employee or child/children registrations and will determine the total amount of direct costs associated with the enrollment. The staff member and their child/children must abide by the program policies set forth in the parent handbook for the program they are enrolled in. All decisions regarding this policy are at the discretion of the Director of Parks and Recreation.

Regular Full-Time and Part-Time Employees

Regular FT and PT employees are eligible for the following program discounts:

In-House Recreation Programs

(i.e. Camp, Preschool, Special Events) this includes courses taught by Village staff. Employee pays only direct costs, including trips, shirt, photos, etc.

Contractual Programs

Employee will pay only contractor cost for such programs (typically 70-80% of program fee) This includes programs taught by contractual providers (i.e. Rock It Kids, All Star Sports, Yoga, etc.)

Bark Park Membership

Free to employees, (Dog/s must meet membership requirements.)

Part-Time Seasonal Employee Program Discount Policy

Seasonal part-time employees may be entitled to specific program discounts. These discounts are applicable only to the program in which the employee works, during times the employee is scheduled to work. This benefit applies to a maximum of two children per employee per program.

Beyond the Bell After School Program

Employees working in the program as Supervisor or Counselor can have age appropriate child/children attend the program at no charge. Employee is responsible for paying any direct costs, including t-shirts, field trips, etc.

Preschool Academy

Employees working in the program as Supervisor, Teacher, or Teacher Assistant may have their age appropriate child in a class that occurs during their regularly scheduled shift at no charge. Employee is responsible for any direct costs (field trips, vision/hearing screening, etc.)

Summer Camp

Employees working summer camp as Supervisor or Site Supervisor can enroll their age-appropriate child/children in camp during the hours they

are scheduled to work at no charge. Employee is responsible for direct costs, including t-shirts and field trip entrance fees.

Section 4.11 Business Travel Expenses

This policy shall be interpreted to fulfill the spirit ~~be consistent with~~ of the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., without foregoing any Village rights to set its own policy. The purpose of this policy is to set forth policies governing travel expenses and to describe certain procedural matters concerning travel authorization, documentation, and accounting. The regulations of this section are applicable for all travel expenses incurred on behalf of the Village by employees, elected officials, and Board and Commission members. Attendance at various local, state, and national professional and technical conferences and meetings are authorized by the Department Heads as funds and duty conditions permit.

4.11.1 Preapproval Required

Preapproval for all travel is required. Travel and training expenses incurred while attending conferences and seminars located within the State of Illinois shall be preapproved by each Department Head. Any travel outside the State of Illinois shall be preapproved by the Village Administrator for departments other than Police, whose travel is preapproved by the Chief of Police.

Definitions, as used in this policy:

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

4.11.2 Official Business Requiring Expenses

Travel, meal, and lodging expenses will only be allowed for official business of the Village which is necessary to the functioning or improvement of the Village. If the business can be done remotely, no expenses will be allowed. All effort shall be taken to avoid expenses. This includes scheduling meetings within the Village as opposed to offsite.

4.11.3 Entertainment Expenses

No entertainment expenses may be reimbursed.

4.11.4 Travel Reimbursement

It is reasonable and customary when business travel occurs in a standard work day, that employees be reimbursed for one meal, but if business travel occurs beyond a standard work day, employees may be reimbursed for up to three meals.— All expenses must be considered reasonable and customary and Department Heads will have the authority to deny any expense deemed unreasonable. .—

The maximum reimbursements allowed for expenses shall be as follows:

Meals

Actual cost, not to exceed \$55 per day. * Reimbursement for tips will not exceed 20% of bill for food, less alcoholic beverages. Reimbursement for alcoholic beverages is not permitted.

Transportation

Village vehicles should be utilized when available. If the employee is required to utilize their personal vehicle for travel to and from the event, reimbursement will be made at the current IRS approved standard mileage rate for business miles. Train, bus, taxi and parking at actual cost.

4.11.5 Emergencies

In emergencies, amounts in excess of the above maximum limits may be permitted by the Department Head.

4.11.6 Expense Form

All anticipated and incurred expenses shall only be approved if submitted in the proper manner on the expense form and must be submitted within five working days following the employee's travel. Receipts accounting for expenses must accompany reports.

4.11.7 Approval by Department Head

The Department Head is responsible for approving expenses incurred by employees which are under the maximum reimbursement.

4.11.8 Approval by Village Board

Any expenses incurred or to be incurred over the maximum reimbursement and any expenses incurred or to be incurred by members of the Village Board, may only be approved if:

- 1) The expense form is completed and submitted to the Village Board; and
- 2) The Village Board approves the expense through a roll-call vote at an open meeting.

4.11.9 Public Records

This policy and all forms submitted relative to this policy are public records.

4.11.10 No Right to Reimbursement

Nothing in this policy shall be construed as a right for any employee or officer to be reimbursed for expenses. No reimbursement may be given without approval by the Department Head or the Village Board. Employees and officers should, to the extent possible, obtain prior approval of their anticipated expenses before incurring any expenses.

4.11.11 Advance Payment of Associated Costs

Normal practice will be for the Village to directly pay to vendors for as many travel expenses as possible, including registration fees, lodging deposits/fees, car rental, transfer expenses, and airline or other commercial carrier expenses. Advanced payment of lodging expenses shall be limited to the minimum number of nights required to conduct the assigned Village business including adequate travel time to and from the location. Receipts for lodging are required. If the actual costs are less than any monies advanced to the employee, the monies shall be returned to the Village. Additional lodging is permitted if discount air fares are available and can be used by the employee so the total cost of the discounted air fare and the additional lodging and other travel expenses produce a net savings for the Village and no additional work days are missed by the employee.

4.11.12 Travel Safety

Safety of international travel will be determined by following U.S. Department of State guidance on travel by Americans to other countries. Under no circumstances will travel be allowed to countries declared as unsafe.

SECTION V

Anti-Harassment Policy

Introduction

The Village desires to have a professional working environment for its employees so that they may carry out their duties in productive and positive surroundings. Although conduct may not rise to the level of unlawful harassment from a legal perspective, the Village wants to protect its employees from abuse and to prevent conduct from becoming so severe or pervasive as to alter the conditions of an employee's employment, create an abusive, intimidating or hostile working environment, or result in a tangible employment action. Accordingly, the Village has adopted a "zero tolerance" policy against harassment. Harassment is unwarranted and unwanted verbal or nonverbal conduct that threatens, intimidates, annoys or insults another person where such conduct has the purpose or effect of creating an offensive, intimidating, degrading and/or hostile working environment and/or interferes with and/or adversely affects a person's performance. The Village prohibits any form of unlawful harassment against its employees and applicants for employment based on factors such as sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions), marital status, sexual orientation or preference including gender-related identity, whether or not traditionally associated with the person's designated sex at birth, race, color, religion, national origin, ancestry, age, mental or physical disability, veteran status, or other status protected by applicable law.

Sexual Harassment

With respect to sexual harassment, the Village prohibits any unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct may have the purpose or effect of unreasonably interfering with an individual's work performance; or
- Such conduct may create an intimidating, hostile, or offensive working environment.

Examples of the types of conduct that would violate the Village's policy including the following:

- Touching, such as rubbing or massaging another person's neck or shoulders, stroking another person's hair, or brushing against another person's body.
- Sexually suggestive touching, gestures, or sounds.
- Grabbing, groping, kissing, or fondling.
- Lewd, off-color, sexually oriented comments or jokes.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons.
- Unwanted or offensive letters, memos, or poems.
- Offensive e-mail, voice-mail or text messages.
- Sexually oriented or explicit remarks, including written or verbal references to sexual conduct or gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates after having been turned down.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault, rape, or other coerced sexual activity.

Both opposite sex and same sex harassment are prohibited under this policy.

Other Forms of Harassment

With respect to other forms of harassment, the Village prohibits slurs or other verbal or physical conduct relating to matters such as an individual's of race, age, color, religion, sex, national origin, mental or physical disability, military status, marital status, sexual orientation or preference, gender-related identity, whether or not traditionally associated with the person's designated sex at birth or any other category when this conduct:

- May have the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- May have the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise may adversely affect an individual's employment opportunities.

Coverage of the Policy

The Village's "zero-tolerance" policy with respect to harassment applies to conduct in or connected to the workplace, whether it is physical or verbal, and whether it is committed by executives, managers, supervisors, fellow employees or non-employees (such as customers, vendors, suppliers, or business invitees). The conduct prohibited by this policy is not only unacceptable in the workplace itself but also at any other work-related setting such as holiday parties, gatherings or other work-related social events, on business trips, and at conferences, seminars, educational gatherings, and other meetings. Each Department Head and supervisor is responsible for creating an atmosphere free of harassment, whether it is sexual or another form of harassment. In addition, all employees are responsible for respecting the rights of their fellow employees and for cooperating in any investigation of alleged harassment.

Reporting and Investigating Alleged Harassment

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) by clearly communicating her/his position promptly to the offending employee, if the employee is comfortable doing so, and to the Village Administrator regardless. If an employee believes that the Village Administrator is involved in the job-related harassment or is condoning it, or if the employee does not feel comfortable reporting the incident to the Village Administrator, the employee should report the alleged harassment directly to the Village President.

All complaints involving a Sworn Officer should be reported to the Chief of Police. In the event the Chief of Police is the individual accused of the harassment, the complaint should be reported to the Village President. Once the complaint has been reduced to writing, the Chief of Police or Village President, as the case may be, will initiate an investigation of the suspected harassment in compliance with the Illinois Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq, the Illinois Municipal Code – Police Commission Statutes, 65 ILCS 5/10-2.1-1 et seq, the Department's Standard Operating Procedures, Rules and Regulations, and the Collective Bargaining Agreement, if applicable.

If any executive, manager, or supervisor learns of an incident of alleged harassment, it is that individual's responsibility to immediately report the incident to the appropriate person under this policy. All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

An investigation of the allegations of all complaints will be made as soon as practicable and, to the extent practicable and appropriate under the circumstances, confidentiality will be maintained. If the investigation leads to a determination that a complaint is well

grounded and true, appropriate corrective action shall be taken. In determining whether alleged conduct constitutes harassment in violation of this policy and the appropriate steps to redress any such violations or avoid the possibility of a future occurrence, factors such as the nature of the alleged harassment, the context in which the alleged conduct occurred, and the totality of the facts and circumstances will be investigated and considered.

Time Frame for Reporting Harassment

The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. Thus, all complaints should be reported within six months of the alleged harassment.

No Retaliation

It is the Village's policy that no adverse action shall be taken against any employee for resisting or reporting harassment. If an employee believes that he or she has been retaliated against for resisting or reporting harassment, the employee should report such retaliation in the same manner as set forth above for employees who have complaints of harassment. Retaliation is a very serious violation of the Village's policy and should be reported immediately.

Under the Village's policy, no supervisor or Department Head has any power to take any tangible employment action against or with respect to an employee, such as discharge, promotion, demotion, or undesirable reassignment, that is motivated by a desire to harass or to retaliate for reporting harassment or as a result of an employee's resistance or acquiescence to harassment or retaliation. If an employee suffers or experiences or believes he or she will suffer or experience a tangible employment action as a result of harassment or retaliation or resistance or acquiescence to harassment or retaliation, the employee should promptly appeal the action or proposed action to the Village Administrator, or if the tangible employment action is being proposed or imposed by him/her, then to the Village President.

In addition to the prohibition against retaliation contained in this policy, additional whistleblower protection is provided pursuant to the Whistleblower Act (740 ILCS 174/15(a)) and in accordance with the Illinois Human Rights Act (775 ILCS 5/6-101).

Importance of Reporting Harassment

It is a core value of the Village that maintaining a professional working environment for its employees is central to its long-term success. The Village believes that only by having a professional working environment can employees carry out their duties in a productive and positive surrounding. When that environment is threatened by harassment, it threatens the stability of the Village to the detriment of all of its employees. Harassment often follows a pattern, and when it goes unreported by those who experience it, it may encourage the perpetrator to harass others. By failing to report harassment as required by this policy, an employee not only endangers himself or herself, but also others as well.

By enforcing this zero tolerance policy and appropriately investigating all reports of harassment, the Village seeks to protect all employees and maintain a harassment free, professional working environment. It is for these reasons, among others, that the Village's policy requires that, if an employee who suffers or experiences, or believes he or she will suffer or experience, any job-related harassment prohibited by this policy, the employee promptly report the incident.

Disciplinary Action

If any employee of Village engages in conduct that violates this policy, or other conduct that the Village believes is unprofessional, that employee will be subject to discipline up to and including discharge.

A false or frivolous report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or when a report is made in retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, any person who intentionally makes a false or frivolous report alleging a violation of this policy shall be subject to discipline up to and including discharge.

External Procedures

The Village hopes that any incident of harassment can be resolved through the internal procedures outlined above. Employees of Village, however, have the right to file formal harassment charges with the Illinois Department of Human Rights (the "IDHR") and/or with the Equal Employment Opportunity Commission (the "EEOC"). A charge with the IDHR must be filed within 180 days of the harassing incident. A charge with the EEOC must be filed within 300 days of the incident. It is unlawful for an employer to retaliate against an employee for filing a charge of harassment with the IDHR or the EEOC.

The IDHR may be conducted as follows:

Chicago: (312) 814-6200

Chicago TDD: (312) 263-1579

Springfield: (217) 785-5100

Springfield TDD: (217) 785-5125

The EEOC may be conducted as follows:

Chicago: (312) 353-2713

Chicago TDD: (312) 353-2421

F: Chicago: (800) 669-4000

Chicago TDD: (800) 669-6820

SECTION VI

Violence in the Workplace and No Weapons Policy

Purpose

The purpose of this policy is to maintain a safe work environment by strictly prohibiting all violence, threats, and behavior that reasonably could be interpreted as intent to cause physical harm affecting the workplace and to provide procedures for reporting, investigating, and resolving complaints of workplace violence.

Nothing in this section is intended to, nor shall it be deemed to be, a limitation or restriction on (a) the use of force by sworn police officers in the line of duty in accordance with all applicable law, or (b) a person's right to reasonably defend himself, herself, or another person from an act of violence unlawfully committed by another person.

Definitions

The following words or terms as defined below will be used throughout this policy.

Workplace Violence

A spectrum of behaviors, including overt acts of violence, threats, and other conduct that generates a reasonable concern for safety from violence, where a nexus exists between the behavior and the physical safety of employees and others, on-site, or off-site when related to the organization.

Threat

Any verbal or physical conduct that conveys intent or is reasonably perceived to convey intent to cause physical harm or to place someone in fear of physical harm, whether direct, in-direct or conditional.

Prohibited Activity

- Any physical behavior that involves aggressive contact with any other person, including pushing, hitting, fighting, throwing objects or otherwise intentionally injuring another person or attempting to injure another person.
- Any physical behavior that would place a reasonable person in fear of receiving imminent physical injury or other aggressive physical contact of the sort described above.
- Verbal behavior which involves threatening physical harm, either directly, indirectly or conditional, against any person.
- Any behavior which would place a reasonable person in fear that someone might

act out violently toward themselves or others; such as stalking, overt physical intimidation and aggression, erratic or despondent behavior.

Responsibilities

Each employee is responsible for assisting in prevention of violence through the following acts:

- Refraining from participation in, or encouragement of, actions that could be perceived as violence.
- Reporting acts of violence and violence to a Supervisor or Department Head.
- Encouraging any employee, who confides that he/she is being harassed, to report these acts to a Supervisor or Department Head.

Each Supervisor and Department Head shall be responsible for preventing acts of violence. These responsibilities include:

- Provide appropriate guidance to employees who present questions or exhibit a lack of understanding regarding the procedures for reporting and resolving complaints of violence.
- Stopping any observed acts that may be considered violence and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision.
- Taking immediate action to limit the work contact between employees where there has been a complaint of violence, pending investigation.

Each Supervisor and Department Head has the responsibility to assist any employee, who comes to that individual with a complaint of violence, in documenting and filing a complaint.

Failure to take action to stop known violence will result in disciplinary action up to and including termination of employment.

Complaint Procedures

The employee shall document all incidents of workplace violence in order to provide an adequate record for investigation. Employees encountering workplace violence should follow the complaint reporting procedures outlined herein:

1. Any employee who believes that he/she is the victim of or the witness to workplace violence shall report the incident(s) to the Village Administrator or the Village's Human Resources Manager as soon as possible so that steps may be taken to protect the employee(s) involved from further workplace violence and so that appropriate investigative and remedial measures may be initiated. In the

event the Village Administrator is the person accused of the alleged workplace violence, the report should be made to the Village President. Employees wishing to file a complaint of alleged workplace violence involving a Sworn Officer should follow the procedures of Section 5.c below.

2. The Village Administrator or the Village President, as the case may be, along with the Village's Human Resources Manager, shall meet with the employee and document the incident(s) complained of, the person(s) accused of performing or participating in the workplace violence, and the date(s) on which the workplace violence allegedly occurred.
3. All complaints involving a Sworn Officer should be reported to the Chief of Police. In the event the Chief of Police is the individual accused of workplace violence, the complaint should be reported to the Village President. Once the complaint has been reduced to writing, the Chief of Police or Village President, as the case may be, will initiate an investigation of the suspected violence in compliance with the Illinois Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et sea, the Illinois Municipal Code – Police Commission Statutes, 65 ILCS 5/10-2.1-1 et sea, the Department's Standard Operating Procedures, Rules and Regulations, and the Collective Bargaining Agreement, if applicable.
4. A file of the workplace violence complaint shall be maintained in a secure location.

Time Frame for Reporting Complaints

The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. Reports of workplace violence should take place immediately or as soon as practicably possible.

Remedial Action

Where an unsafe work environment has been found to exist, the Village will take all reasonable steps to eliminate the conduct creating such an environment. The Village will consider the use of discipline action as well as civil and/or criminal remedies as applicable to address violations of this policy.

Disciplinary action will be taken against any employee found to have engaged in workplace violence. The Village has the right to impose any sanction, or any combination of sanctions, up to and including immediate termination, to deal with prohibited conduct. Disciplinary action against Sworn Officers shall be determined by the Chief of Police or the Police Commission where applicable.

Protection against Retaliation

The Village will not in any way retaliate against an individual who makes a good faith report of workplace violence, an individual who assists or who cooperates in the

investigation, nor will the Village permit any other Village employee to do so. Retaliation is a serious violation of this Violence Policy and should be reported immediately. Any person found to have retaliated against another individual for reporting workplace violence or an individual who assists or who cooperates in the investigation will be subject to the same disciplinary action provided for workplace violence policy offenders.

No-Weapons Policy

Purpose

The Village of Lake in the Hills strives to maintain a safe workplace environment for its employees and visitors. Workplace safety is enhanced by adopting this strict “No-Weapons” Policy.

Definitions

“Village Officials” mean all officials, employees, consultants, agents, and others who work for or with the Village of Lake in the Hills at all times while on or in Village of Lake in the Hills Property, whether on duty or off duty, and contractors and vendors, and their personnel, when engaged in work for or business with the Village of Lake in the Hills.

“Village Property” means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Village of Lake in the Hills. “Village Property” also means every Village-owned or leased vehicle.

“Tools” means devices commonly recognized as tools useful for Village purposes, when being used for Village purposes or kept in their usual storage location.

“Visitor” means every person other than a Village Official,

“Weapon” means:

- Knives, except that the following knives are not prohibited: (I) common kitchen knives such as dinner knives, steak knives, and carving knives, but only in kitchen and break room areas, (ii) common folding pocket knives with no blade longer than three inches, (iii) common fishing knives in the possession of a person who is fishing or an employee who assists persons who are fishing.
- Devices from which a projectile can be fired which have the potential to cause bodily injury, but not including Tools as defined in this Policy.
- Electronic devices such as conducted electrical weapons stun guns, and Tasers.
- Firearms of all types and sizes, whether loaded or unloaded, but not including pyrotechnic guns used as a Tool in wildlife hazard management.
- Clubs and any other instrument or object that can be used in a club-like manner and the presence of which poses a reasonable risk to others, but not including Tools as defined in this Policy.

- Any device designed primarily for a destructive purpose, but not including Tools as defined in this Policy.
- Bows and arrows, sling shots, and similar devices.
- Metal knuckles or other similar body accessories.

Weapons Prohibited

Employee & Village Officials

Except as provided under EXCEPTIONS, no Employee or Village Official may wear, carry, store, transport, or otherwise possess a Weapon at any time in or on Village Property or while performing any duties for or on behalf of the Village of Lake in the Hills. Examples of prohibited times and places include, but are not limited to, the following:

- Performing work for the Village at any location including private residences and commercial establishments and other customer or client locations;
- Driving or riding as a passenger in a Village vehicle;
- Attending conferences or training on behalf of the Village;
- Attending Village directed or sponsored activities or events (intended for Village employees only and not the general public) independent of venue;
- Riding any type of mass transit while on Village business;
- Working off-site on behalf of the Village (excluding the employee's residence); and
- Performing emergency or on-call work for the Village after normal business hours and on weekends.

Visitors

Except as provided under EXCEPTIONS, no Visitor may wear, carry, store, transport, or otherwise possess a Weapon in or on Village Property at any time (see Parking Lots below for further information).

Use of Private Vehicles

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.

Exceptions

Police Officers and Other Designated Personnel

Village of Lake in the Hills police officers and other Village of Lake in the Hills employees who have been specifically designated or deputized may possess their work-authorized Weapons. Police officers or similar law enforcement officers from other departments or agencies may possess their work-authorized Weapons while engaged in official duties.

Governmental

A state or federal governmental employee may possess his or her work-authorized Weapons if engaged in official duties and required by law or regulation to possess a Weapon.

Parking Lots

A Village official, employee or visitor may keep a Weapon in his or her personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the Weapon is kept (1) in compliance with all applicable federal and state laws and regulations; (2) entirely out of sight; and (3) if a firearm, so long as the Village Official or Visitor is properly licensed and the firearm is unloaded before exiting the vehicle and locked in a glove box, trunk, or other secured container.

Inspections

Village of Lake in the Hills representatives may inspect or search any workplace area and any Village of Lake in the Hills Property, at any time, for the presence of weapons.

Violations

Any violation of this Policy by an Employee or Village Official will subject the Employee or Village Official to discipline, up to and including termination. Any violation of this Policy by a Visitor will subject the Visitor to removal from Village Property, prohibition from returning to any Village Property, and arrest.

Concealed Carrying Prohibited

Notwithstanding the EXCEPTIONS, Any property or building that is controlled by the Village is a "prohibited area" under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carrying in or on any Village Property or building under the control of the Village is not authorized by Illinois law.

Responsibility

All Village employees and Village Officials shall have the responsibility of familiarizing themselves with this Policy and adhering to it.

Any Village Official who sees or perceives a violation of this Policy must report that violation to his or her Department Head or, in the absence of a Department Head, to the Village Administrator or, in an emergency, to the Police Department.

No person should take any action that will risk his or her safety or the safety of others. No person should attempt to restrain or forcibly evict an individual with a Weapon from Village premises. Instead, a person may inform that individual of this Policy and ask for compliance.

If that individual does not comply, then the person should contact the Police Department immediately.

SECTION VII

Americans with Disabilities Act

It is the policy of the Village of Lake in the Hills to comply with all provisions of the Americans with Disabilities Act (“ADA”), as amended. The Village will not discriminate against any qualified employee or job applicant with respect to any term or condition of employment based on a physical or mental disability that substantially limits a major life activity or the perception of a physical or mental disability. If an individual is qualified to perform all of the essential and fundamental functions associated with a job, the Village will make reasonable accommodations as necessary for applicants and employees with disabilities, provided that such accommodations do not pose a threat to safety or cause an undue hardship to the Village.

An employee with a disability should request a reasonable accommodation when s/he knows that there is a workplace barrier that may prevent him/her, due to a disability, from effectively competing for a position, performing a job, or gaining equal access to a benefit of employment. A request for reasonable accommodation is the first step in an informal, interactive process between the employee and the Village. In some instances, before addressing the merits of the accommodation request, the Village will need to determine if the individual’s medical condition meets the ADA definition of “disability,” a prerequisite for the individual to be entitled to a reasonable accommodation.

The provisions of this section are subject to any amendments of the ADA applicable to the Village and its employees.

Any applicant or employee who believes that he or she has been discriminated against based on a physical or mental disability, or based on a perception that they suffer from a physical or mental disability, should take the following steps:

1. Reporting of the Incident

Make a report of any suspected violation of the ADA to the Village Administrator. The report may be made initially either orally or in writing, but reports made orally must be reduced to writing before an investigation can be initiated and a resolution achieved.

2. Investigation of the Complaint

When a complaint has been reduced to writing, the Village Administrator will meet with the complaining party to determine the nature of the complaint. If it is determined that a disability does not exist, the employee will be notified in writing within three working days after their meeting. If it is determined that a disability does exist, the Village Administrator will determine whether a reasonable accommodation can be made and, if so, what that reasonable accommodation is.

3. Keeping of Records and the Confidentiality of Such Records

Applicants or employees who submit a written complaint of a violation of the ADA are encouraged to keep written notes in order to accurately record the chain of

events. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that those records maintained by the Village and any records maintained by the complainant may not be considered privileged from disclosure. The Village will maintain written records for two years after the date of the resolution, unless new circumstances dictate that the records should be kept for a longer period of time.

4. Time Frame for Reporting Complaints

The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. Thus, all complaints should be reported within six (6) months of alleged conduct.

SECTION VIII

Illinois Pregnancy Accomodation Act

The Village supports employees who are pregnant, have recently given birth, or who have a medical or common condition related to their pregnancy or childbirth. The Village will not discriminate against any qualified employee or job applicant with respect to any term or condition of employment based on their pregnancy or medical condition related to pregnancy or childbirth. If an individual is qualified to perform all of the essential and fundamental functions associated with a job, the Village will make reasonable accommodations as necessary for employees or applicants, provided that such accommodations do not pose a threat to safety or cause an undue hardship to the Village. In addition, the Village will not force pregnant employees to accept unrequested accommodations; will not force a pregnant employee to take leave if reasonable accommodations can be provided for; and will reinstate the employee to an original or equivalent position, pay, seniority, and benefits upon her return from work.

Employees may request reasonable accommodations when she knows that there is a workplace barrier that may prevent her, due to pregnancy or a medical condition related to pregnancy or childbirth, from effectively competing for a position, performing a job, or gaining equal access to a benefit of employment. A request for reasonable accommodation is the first step in an informal, interactive process between the employee and the Village. All requests for a reasonable accommodation shall be made to the Assistant Village Administrator or the Village Administrator. In some instances, before addressing the merits of the accommodation request, the Village will need to determine if the individual's medical condition meets the definition of disability under the Illinois Pregnancy Accommodation Act.

If it is determined that a disability does not exist, the Assistant Village Administrator/Village Administrator will so notify the complaining party in writing as soon as practical after their meeting. If it is determined that a disability does exist, the Assistant Village Administrator/Village Administrator will determine whether a reasonable accommodation can be made and, if so, what that reasonable accommodation is. A reasonable accommodation is a reasonable modification or adjustment to the job application process or work environment or job functions that enable an applicant or employee to be considered for the position or to perform the essential functions of the job. Some examples include:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake;
- Breaks for periodic rests;
- Private non-bathroom space for expressing breast milk and breast feeding;
- Seating;
- Assistance with manual labor;
- Light duty;
- Temporary transfer to a less strenuous or hazardous position;

- The provision of an accessible worksite;
- Acquisition or modification of equipment;
- Job restructuring;
- A part-time or modified work schedule;
- Appropriate adjustment or modifications of examination, training materials, or policies;
- Reassignment to a vacant position;
- Time off to recover from pregnancy; and
- Leave necessitated by pregnancy.

The Village is not required to create a position specifically for the pregnant employee that the Village would not otherwise have created. The Village is also not required to bump another employee from their position to accommodate the pregnant employee nor is the Village required to promote any employee who is not qualified to perform the job.

Reporting of the Incident

Any applicant or employee who believes that he or she has been discriminated against based on the condition of pregnancy or medical condition related to pregnancy or childbirth, should take the following steps:

Make a report of any suspected violation of the Illinois Pregnancy Accommodation Act to the Assistant Village Administrator or the Village Administrator. The report may be made initially either orally or in writing, but reports made orally must be reduced to writing before an investigation can be initiated and a resolution achieved. If the employee believes either of them is the individual accused of the discrimination, the employee can make their report either to the Human Resource Coordinator or to a member of the Village Board of Trustees.

Investigation of the Complaint

When a complaint has been reduced to writing, the Village Administrator, or the person receiving the complaint, as the case may be, will, as soon as practical, meet with the complaining party to determine the nature of the complaint.

If it is determined that an incident of discrimination did occur, the Assistant Village Administrator/Village Administrator, or the person receiving the complaint, will so notify the complaining party in writing as soon as practical after their meeting of how the situation will be rectified.

Keeping of Records and the Confidentiality of Such Records

Applicants or employees who submit a written complaint of a violation of the Act are encouraged to keep written notes in order to accurately record the chain of events.

Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that those records maintained by the Village and any records maintained by the complainant may not be considered privileged from disclosure. The Village will maintain written records for two years after the date of the resolution, unless new circumstances dictate that the records should be kept for a longer period of time.

Time Frame for Reporting Complaints

The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken; therefore employees should make a report of a violation within 6 months from the time of the incident. However, delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.

Lactation Accommodation

Under the Illinois Nursing Mothers in the Workplace Act, 820 IL CS260, The Village will support breastfeeding mothers by accommodating those employees who wish to express milk during her workday when separated from her newborn child.

Any employee who is breastfeeding may use their break periods and lunch period, or other times as approved by the supervisor to express milk for her newborn. The employee and her immediate supervisor will agree on the times for these breaks, and the lactation may occur in any location where the employee is authorized.

SECTION IX

Family and Medical Leave Act

Provisions

In accordance with the Family and Medical Leave Act (FMLA), and subject to the conditions stated below, the Village will grant to eligible employees up to twelve (12) weeks of job-protected unpaid family and medical leave, per twelve (12) month period, for any one or more of the following reasons:

- The birth of an employee's child, to care for such child or the placement of a child with the employee for adoption or foster care. (Leave for this reason must be taken within the twelve month period following the child's birth or placement with the employee. If both spouses work for the Village, each is permitted to take only a combined total of twelve (12) weeks leave during any twelve (12) month period.)
- To care for the employee's immediate family member, if the immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.

Definitions

"Twelve month period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

"Spouse" means married domestic partner.

"Child" means a child under 18 years of age, or 18 years of age and older, who is incapable of self-care because of a mental or physical disability as determined by the Social Security Act and Americans with Disabilities Act (ADA) regulations. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild.

"Parent" means the biological parent or an individual who stands or stood in loco parentis (in the place of a parent) to the employee when the employee was a child. It excludes "parents-in-law."

"Immediate Family" means the employee's spouse, child, or parent.

"Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves:

- Inpatient care; or

- Any period of incapacity requiring absence from work for more than three calendar days, that also involves continuing treatment by (or being under the supervision of) a health care provider; or
- Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
- Prenatal care from a health care provider.

“Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.

“Health Care Provider” means a doctor of medicine or osteopathy, or any other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse-practitioners, nurse-midwives authorized to practice by state law, and Christian Science practitioners.

“Medical necessity” means there must be a medical need for the leave, as distinguished from voluntary treatments or procedures.

Eligible Employee

To be eligible for FMLA, an employee must:

- Have worked for the Village at least 12 months (meaning the employee was maintained on the payroll); and
- Have worked at least 1250 hours during the year preceding the start of the leave. Hours worked are determined by applying the principles of the Fair Labor Standards Act (FLSA).

Exempt employees who have worked for the Village at least 12 months are presumed to have met the minimum service required for eligibility.

Request for Leave

No Need to Assert FMLA Rights

Employees need not expressly assert their rights under the FMLA, or even mention the FMLA when applying for leave. It is enough to state that leave is

needed for one or more of the covered reasons, listed under the heading “Family and Medical Leave Provisions” above.

Leave for Medical Condition

The Village may have to inquire further to determine whether the leave requested is for a serious health condition which must be supported by a Medical Certification from the health care provider.

Planning Treatment

Upon getting notice for a leave, the Village may, for business reasons, require the employee to try to reschedule the treatment, so long as the treating health care provider approves the modification of the treatment schedule.

Notice Requirement

Foreseeable Leave

Unpaid Leave

An employee must give 30 days’ notice if the leave is foreseeable and unpaid. The request for leave must be accompanied by the “Employee Leave Request Form” furnished by the Human Resources Manager. If the employee fails to give 30 days’ notice without having a reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides the notice.

Paid Leave

The notice period for a foreseeable paid leave is the same which the employee is required to give to use vacation, sick leave or whatever applicable paid benefit time the employee requests, and is determined either by the Village Personnel Policies and Procedures, or a departmental or Village-wide procedure. The substitution of paid leave for the otherwise unpaid leave provided by the FMLA is described below.

Unforeseeable Leave

Unpaid Leave

In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable under the circumstances. It is expected that the employee would give notice within one or two business days of learning of the need for the leave, except in extraordinary circumstances. The notice shall be followed by the completed “Employee Leave Request Form.”

In case of a medical emergency involving either the employee’s own or the immediate family member’s serious health condition, the Village’s otherwise required advance notice is unenforceable when FMLA leave is involved.

Paid Leave

The provisions described under Section E.1.b above apply.

Medical Certification

Time Frame to Submit Form

For leaves (unpaid) taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Medical Certification" form available from the Village President or his designee within 15 days after the Village requests completion of the form, or as soon as reasonably possible.

Subsequent Medical Opinion/Reports

The Village may require a second or third opinion, at the Village's expense, and periodic reports on the employee's status and intent to return to work. The employee must furnish a fitness for duty report to return from a leave taken because of the employee's own serious health condition.

Intermittent or Reduced Leave

Serious Health Condition

If it is medically necessary, leave may be taken intermittently (a few days/hours at a time), or on a reduced leave schedule to care for an immediate family member with a serious health condition, or because of the employee's own serious health condition.

Medical Necessity

The treatment regimen and other information given on the "Medical Certification" form is enough to certify the medical necessity of intermittent or reduced leave. However, the employee must schedule such leave so as not to disrupt the Village's operations. Upon request, the employee shall provide the Village with the reasons why the intermittent/reduced leave schedule is necessary, and furnish a schedule of the treatment. The Village and the employee will work out a mutually agreeable schedule, subject to the approval of the health care provider.

Temporary Transfer

The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave, when the leave is planned for scheduled medical treatment.

Part-time/Variable Hours Employees

For part-time employees and those working variable hours, the FMLA leave entitlement is calculated on a pro-rata basis whereby the 12 weeks worked immediately prior to the start of the leave are used to calculate the employee's normal work week.

Exempt Employees

Exempt employees' salaries will be reduced by the hours taken as intermittent or reduced leave during the work week, without affecting their exempt status.

Military Leave

Qualifying Exigency Leave

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. If in the reserves (U.S. National Guard or Reserves), "covered active duty" means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation. FMLA leave can be used for the following "qualifying exigencies":

- Short notice deployment;
- Military events and related activities;
- Child care and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Post-deployment activities; and
- Additional activities agreed to by the District and employee.

Military Caregiver Leave

Eligible employees who are a spouse, son, daughter, parent or next of kin of a covered service member are eligible to take up to 26 work weeks of leave in a single 12-month period to care for the covered service member suffering from a serious illness or injury incurred in the line of duty on active duty.

"Covered Service Member" also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness so long as the veteran was a member of the Armed Forces at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

"Serious injury or illness" means for a current member of the Armed Forces includes both serious injury or illness that was incurred by the member in the line of duty on active duty but also a pre-existing serious injury or illness that was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. For a veteran, serious injury or illness means a qualifying injury or illness that was incurred in the line of duty on active duty in the Armed Forces or preexisting condition aggravated by service in line of duty on active

duty in the Armed Forces and that manifested itself before or after the member became a veteran.

Substitution of Paid Leave

Required Substitution

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken for any reason as follows:

- Sick time, ~~if the reason for the FMLA leave is covered by the established sick leave policy;~~
- Personal Time;
- Floating Holidays;
- Compensatory Time
- Vacation Time

Combination of Paid/Unpaid Leave

When an employee has used accrued paid benefit time for a portion of FMLA leave, the employee may request an additional period of unpaid leave for a total combined leave of 12 weeks.

Right of Substitution

An employee has the right to substitute all of his/her accrued paid benefit time, so long as the Village Personnel Policies and Procedures, permit the use of paid benefit time for the type of FMLA leave requested.

Effect on Benefits

Group Insurance

The employee's group health insurance and life insurance plan, if any, continues under the same conditions as coverage would have been provided if the employee had continuously been employed during the leave period.

Insurance Contributions

Employees' contributions to premiums continue at the same level as if they were actively employed. If there is a change in the employee's share of premium costs, they are notified of the change and expected to pay the premium they would have paid had they not been on leave.

Paid Leave

Employees who are on paid leave will have their premium payments withheld through payroll deduction.

Unpaid Leave

Employees who are on unpaid leave will be advised at the beginning of the leave period of the amount, method and due date of their premium

payments.

Late Payment

If an employee's premium payment is more than thirty (30) days late, the Village may terminate the health coverage. However, the coverage will be restored immediately upon the employee's return from leave.

Reimbursement

If the Village pays the employee's share of the premium which the employee missed during the leave, the Village may require reimbursement from the employee upon return from leave. The employee will be required to sign a written statement at the beginning of the leave authorizing payroll deductions for delinquent payments.

Employee Does Not Return From Leave

If the employee fails to return from leave for reasons other than the continuation of the employee's serious health condition, or the serious health condition of a covered family member, or circumstances beyond the employee's control, or the employee returns to work for less than 30 days, the Village may seek reimbursement for the employer's share of the premiums paid on behalf of the employee during the period of the leave.

Other Benefits

An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, unless otherwise stated in the Village Personnel Policies and Procedures or law. However, the employee will not lose any benefit accrued prior to the leave.

Job Protection

Same or Equivalent Position

If employees return from leave by the end of twelve (12) weeks, or before, they are reinstated to the former position or an equivalent one, with equivalent pay, benefits, status, authority, and other conditions of employment as they held before going on leave.

Restoration Rights

The restoration rights of an employee returning from FMLA leave are the same as they would have been had the employee continued to work. Therefore, had the employee's position been eliminated, or the employee been terminated while actively at work, there is no right to be reinstated upon return from leave.

Late Return

If the employee fails to return by the end of twelve (12) weeks, reinstatement to the same or similar position occurs only if it is available. Otherwise, the employee's employment may be terminated.

Key Employee

An exception to reinstatement may also be made in the case of a “key employee,” even if the “key employee” returns timely from leave. A “key employee” is an exempt employee and is among the 10% highest paid of all Village employees. “Key employees” will be notified of their status in writing when they request FMLA leave and informed as to whether there is a possibility that reinstatement will be denied after leave. Restoration may be denied if it causes substantial and grievous economic injury as defined by FMLA regulations.

SECTION X

Drug Free Workplace Act

Statement of Policy

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis (i.e. marijuana, hashish), is prohibited in the Village's work place or at any worksite where Village work is performed. This policy will be construed in a manner consistent with our rights and obligations under the Illinois Medical Cannabis Pilot Program, including any applicable interpretative rules that may be adopted pursuant to this Program. Be assured that we respect the rights of our employees who are registered patients with debilitating medical conditions who are engaging in the medical use of marijuana in compliance with the law. However, as with alcohol and prescription drugs, employees may not operate or be in control of a vehicle while impaired. Additionally, employees may be disciplined or even discharged for reporting to work under the influence of cannabis. In all cases, an employee who is a registered patient engaged in the medical use of marijuana is subject to all of our normal drug testing requirements, personnel policies and disciplinary penalties for policy violations. Nothing in this policy alters our "zero tolerance" standards for drug use.

Drug Free Awareness Program

To assist employees in complying with the Village's policies and procedures that have been adopted to comply with the Drug Free Workplace Act, the Village has established a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The Village's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance programs.
- The penalties that may be imposed upon an employee for violations of the Village's policies and procedures that have been adopted to comply with the Drug Free Workplace Act.

Employees to Whom this Policy Applies

This policy applies to every Village employee.

~~A copy of this policy will be given to every such employee.~~

~~A copy of this policy statement will be posted in the Village Hall, Police Department, Public Works Department, and Indian Trail Beach.~~

Penalties for Violation of this Policy

Any employee who violates this prohibition may be subject to disciplinary action as provided for in this manual or as provided by State statute, whichever is applicable, up to and including immediate termination of employment and may be referred for counseling or rehabilitation and satisfactory treatment.

~~What the Employee is Required to Do~~

~~Every employee who is convicted of a violation of a criminal drug statute as the result of conduct occurring in the workplace or at a Village worksite must notify the Village no later than five days after the conviction. Failure to so notify the Village may result in disciplinary action, up to and including immediate termination of employment.~~

~~Within 10 days after receiving notice of a conviction of an employee, the Village will notify the granting agency of the conviction.~~

Penalties for Conviction of Criminal Drug Statute

Within 30 days after receiving notice that an employee has been convicted of a violation of a criminal drug statute, the Village will:

1. Take appropriate disciplinary action as set forth in this manual or as provided by State statute, whichever is applicable, up to and including immediate termination of employment; and/or
2. —Require the employee, at the employee's expense, to satisfactorily participate in a drug abuse assistance or rehabilitation program which has been approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

The Village has the sole right to determine the course of action to be taken.

Employee Alcohol and Drug Testing

To ensure compliance with Village policy, the Village shall have the right to require an employee to submit immediately to alcohol or drug testing if the Village has reasonable suspicion cause to believe:

- An employee is being affected by the use of alcohol while performing Village duties;
- An employee has abused prescription drugs while performing Village duties;

- An employee has used illegal drugs.

~~The Village shall have the right to require an employee to submit immediately to alcohol or drug testing in the following situations:~~

- ~~• If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while performing Village duties;~~
- ~~• If an employee is injured or injures another while performing Village duties;~~
- ~~• If an employee is to be promoted to a higher paying position or is recalled from layoff;~~
- ~~• If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of drug or alcohol abuse outside of work.~~

~~Additionally, the Village may institute random drug testing of non-bargaining unit employees of the Village.~~

Employee Assistance Program

In the event drug counseling, treatment, and rehabilitation are required, the Village has established an Employee Assistance Program (EAP) to assist employees in selecting a course of action and to refer employees to qualified treatment facilities or agencies.

Employee Assistance Program

To comply with the Drug Free Workplace Act, the Village of Lake in the Hills has established an Employee Assistance Program (EAP) to help employees who are affected by a drug abuse problem. Through our EAP, the Village hopes to identify drug abuse problems early and will provide confidential referral for treatment.

- The Village of Lake in the Hills recognizes that drug abuse is an illness. This illness may affect an employee's job performance, health, or personal relationships. Fortunately, this is an illness that can be successfully treated.
- To assist employees in seeking treatment for drug abuse problems, the Village has created the position of Program Administrator of the Drug Free Workplace Act. The Program Administrator is the Human Resources Manager.
- ~~• Employees who believe they have a drug abuse problem are encouraged to voluntarily seek confidential assistance through the Village's EAP. Or the employee may contact the Program Administrator who will place the employee in contact with the Village's EAP. — ~~by contacting the Program~~~~

~~Administrator. The Program Administrator will place the employee in contact with the Village's EAP.~~

- Through the EAP, the employee will be provided a referral coordinator. The referral coordinator is part of a trained referral team who can refer the employee to a specific professional counselor or treatment program that can help the employee deal with his or her drug abuse problem.
- An employee who voluntarily seeks assistance under the Village's EAP may not be subject to discipline because of his or her drug-abuse problem if, in the opinion of the Program Administrator, 1) the employee can satisfactorily continue to perform his or her job duties, 2) the employee is not a danger to himself or herself or to others, and 3) the integrity of the Village of Lake in the Hills is not adversely affected. Voluntary shall be defined as a request for assistance prior to any notification of a random drug test, or reasonable suspicion process.
- If an employee violates the Drug Free Workplace Act, the Village may require the employee to satisfactorily participate in an approved drug abuse assistance or treatment program, at the employee's expense. If the employee refuses to participate in such a program, the employee may be subject to disciplinary action as set forth in the Village Personnel Policies and Procedures or as provided by State statute, whichever is applicable.
- The decision to contact the EAP and to request diagnosis or to undertake treatment is the sole responsibility of the employee. The employee may also seek help directly from any approved individual or agency. All treatment expenses are the sole responsibility of the employee.
- The relationships among the employee, the Program Administrator, and the EAP referral coordinator are confidential. When an employee voluntarily contacts the EAP through the Program Administrator, only the Program Administrator will be aware of the contact. When an employee is required to contact the EAP or to participate in a drug abuse assistance or rehabilitation program as the result of a violation of the Drug Free Workplace Act, only the Program Administrator and those Village officials responsible for determining compliance with the Drug Free Workplace Act will be aware of the contact. No one in the Village will be aware of any treatment recommendations unless the employee specifically authorizes disclosure to a specific person. When an employee is required to contact the EAP or to participate in a drug abuse assistance or rehabilitation program as the result of a violation of the Drug Free Workplace Act, however, the employee will be required to provide the Village with proof of satisfactory participation in and completion of the program.

Acceptance of this Policy

The Village requires that all employees acknowledge that they:

- Have received the Village of Lake in the Hill's Policy Statement of Compliance with the Drug Free Workplace Act.
- Will abide by the terms of this Policy Statement.
- Will notify the Village of any criminal drug statute conviction for a violation occurring in the workplace or at a Village worksite no later than five days after the conviction.
- Will, if convicted of a criminal drug statute violation as the result of conduct occurring in the workplace or at a Village worksite and given the opportunity to do so, satisfactorily participate in a drug abuse assistance or rehabilitation program and provide the Village with proof of satisfactory participation and completion of such a program.

Amendments

The provisions of this section are subject to any amendments of the Drug Free Workplace Act applicable to the Village and its employees.

SECTION XI

Identity Protection Policy

This policy is adopted pursuant to the Identity Protection Act (5 ILCS 179/1 et seq.) to protect social security numbers from unauthorized disclosure.

Prohibited Acts

No Village employee may do any of the following:

1. Publicly post or publicly display or otherwise intentionally communicate or otherwise intentionally make available to the general public in any manner an individual's social security number.
2. Print an individual's social security number on any card required for the individual to access products or services provided by the Village.
3. Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
4. Print an individual's social security number on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless state or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Illinois Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope's having been opened.
5. Collect, use, or disclose a social security number from an individual, unless:

- required to do so under state or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;
- the need and purpose for the social security number is documented before collection of the social security number; and
- the social security number collected is relevant to the documented need and purpose.

—Require an individual to use his or her social security number to access an internet

6. website.

—Use the social security number for any purpose other than the purpose for which it was

7. collected.

8. Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the social security number as required by this policy.

Exclusions -from pProhibitions

The above-listed prohibitions do not apply in the following circumstances:

1. The disclosure of social security numbers to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under the Identity Protection Act on a governmental entity to protect an individual's social security number will be achieved.
2. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of social security numbers in order to ensure the safety of: state and local government employees; persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a state or local government agency facility.

4. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.
5. The disclosure of social security numbers by a state agency to any entity for the collection of delinquent child support or of any state debt or to a governmental agency to assist with an investigation or the prevention of fraud.
6. The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

Freedom of Information Act Requests

Consistent with the Illinois Freedom of Information Act, Village employees must redact social security numbers from information or documents being supplied to the public pursuant to a Freedom of Information Act request before allowing the public inspection or copying of the information or documents.

Applicability

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

If a federal law takes effect requiring any federal agency to establish a national unique patient health identifier program, any Village employee that complies with the federal law shall be deemed to be in compliance with this policy.

Identity Protection Procedures

All Village employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. The training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.

Only Village employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or

documents.

Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.

When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the Village is collecting and using the social security number shall be provided to the individual.

Distribution of n-Of-Policy

A written copy of this policy has been provided to the Village's elected officials.

Each current Village employee shall be provided and shall acknowledge receipt of a copy of this policy. Each employee hereinafter hired by the Village shall be provided and shall acknowledge receipt of a copy of this policy upon commencing his or her employment. If the Village Board amends this policy, the Village shall file a written copy of the amended policy with the Village Administrator, shall also advise all Village employees of the existence of the amended policy, and shall make a copy of the amended policy available to each of its employees. The acknowledged copy of this policy shall be filed and maintained in each Village employee's personnel file.

A copy of this policy, or any amendment to this policy, shall be made available to any member of the public, upon request.

[AN1]

SECTION XII

Leaves of Absence

Section 12.1 Jury Duty

Regular full-time employees shall receive full pay for any work time lost while serving on jury duty or as a witness on behalf of the Village. Any fees received from the court by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

Employees summoned for jury duty who regularly work a 2nd shift, shall not be required to work their shift that day. Alternatively, employees who regularly work a 3rd shift shall not be required to work their shift prior to the date they are summoned for jury duty.

Section 12.2 Military Leave

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and under the Illinois Service Member Employment and Reemployment Rights Act (ISERRA), 300 ILCS 61 eligible employees will be granted a military leave of absence without fear of discrimination, loss of seniority or accrued benefits.

~~, eligible employees will be granted a military leave of absence.~~

~~Under the Under Local Government Employees Benefits Continuation Act, 50 ILCS 140/1), eligible employees will be granted a military leave of absence without loss of seniority or other accrued benefit and with pay less the amount of base pay for military service for any period actively spent in military service including training as limited by the Military Leave of Absence Act, 5 ILCS 325/0.01) and other state and federal laws, as amended.~~

Section 12.3 Family Military Leave

Employees who have been employed with the Village for at least 12 months and for at least 1,250 hours of service during the previous 12-month period may be eligible for Family Military Leave. Family Military Leave is leave requested by an employee who is the spouse, parent, child or grandparent of a person called to military service lasting longer than 30 days with the State of Illinois or the United States pursuant to the orders of the Governor or the President of the United States.

Eligible employees will be granted up to 30 days of unpaid family military leave during the time federal or State of Illinois deployment orders are in effect subject to the conditions of this Section.

Employees wishing to take said leave shall give at least 14 days' notice if the leave will be 5 consecutive work days or longer. The employee shall consult with the Village to schedule the leave so as to not unduly disrupt the operations of the Village. Employees taking less than 5 days leave should give advanced notice where practicable. The Village may require certification from the proper military authority to verify that the employee is eligible for said leave.

Employees shall not take Family Military Leave until they have first exhausted all accrued vacation, personal and all other paid benefit time except for sick or disability leave.

Job Protection

Employees taking said leave will be restored to their position or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment and shall retain all employee benefits accrued before the date on which the leave commenced. Employees should arrange for the payment of their health insurance benefits during their leave.

Section 12.4 Employee Voting Leave

Under the Illinois Employee Voting Leave Act, 10 ILCS 5/17-15), eligible employees may receive up to 2 hours of paid time off for the purpose of voting on election day after obtaining approval from their Supervisor prior to the day of the election.

To be eligible for this benefit, the employee must be entitled to vote and unable to cast their vote between the time of opening and closing the polls.

Section 12.5 Employee Blood Donation Leave

Under the Illinois Employee Blood Donation Leave Act, 820 ILCS 149/1), eligible employees may receive up to 1 hour of paid time off every 56 days for the purpose of donating blood after obtaining approval from their Supervisor.

To be eligible for this benefit, the employee must be a regular full-time employee who has been employed for a period of 6 months or more.

Section 12.6 Employee School Visitation Leave

Under the Illinois School Visitation Rights Act, 820 ILCS 147/1,), eligible employees may receive up to 8 hours of unpaid time off during the school year to attend necessary educational or behavioral conferences at the school their children attend after obtaining approval from their Supervisor.

To be eligible for this benefit, the employee must be a regular employee who has been employed for a period of 6 months or more and has exhausted all accrued vacation time, personal/floating holiday time, and compensatory time. The employee must also present the Village with a verification statement from the school within 2 working days

of the unpaid leave to be eligible for the benefit protections afforded under the Act.

Section 12.7 Victim's Economic Security and Safety Act Leave (VESSA)

12.7.1 Statement of Policy

In accordance with the Victims' Economic Security and Safety Act (VESSA) and subject to the conditions stated below, the Village will grant eligible employees reasonable accommodation, including job-protected leave during which health insurance will be maintained as if the employee were working full-time and after which the employee will be reinstated to the same or equivalent position.

12.7.2 VESSA Leave

If an employee, or a household or family member of the employee, is a victim of domestic or sexual violence as defined by VESSA, the employee may take leave in accordance with VESSA for the purposes below.

Permissible purposes for leave:

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

Period and Schedule

An employee shall be entitled to a total of 8 weeks of unpaid leave during any 12-month period. The leave may be taken all at once, intermittently, or on a reduced work schedule.

Notice

The employee must give at least 48 hours advance notice of his or her intention to take VESSA leave unless such notice is not practical. If the employee takes an unscheduled absence, the Village will require certification pursuant to the following section.

Certification

The Village may, in its sole discretion, require the employee seeking VESSA leave to provide certification that the employee or family or household member is a victim of domestic or sexual violence as defined by VESSA, and that the leave sought is for one of the permitted purposes. The employee must provide certification as soon as practicable after the Village requests certification. To the extent permitted by law, any certification provided to the Village will be confidential. Examples of valid certification are:

- Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;
- A police or court record; or
- Other corroborating evidence.

12.7.3 Maintenance of Benefits

Returning to Work

An employee returning to work after taking VESSA leave shall be entitled to his or her current position or an equivalent position, with no loss of benefits accrued prior to the date of leave. However, employees are not entitled to accrue seniority, benefits, rights, or positions for the period of leave, even if such leave is intermittent or on a reduced work schedule. Further, the Village shall be entitled to require the employee to report periodically on the employee's status and intention to return to regular employment.

Health Benefits

Health insurance for the employee and any family or household members will be maintained in full during any VESSA leave. The Village may recover premiums paid during leave if the employee fails to return to work after the allotted leave expires in certain circumstances.

12.7.4 Other Leave

This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by the Family and Medical Leave Act. Employees may substitute paid benefit time off for the unpaid leave allowed under VESSA.

12.7.5 Employment Sustainability

The Village will not discharge, retaliate or discriminate against an employee based on the employee's having been a victim of domestic or sexual abuse, the employee's request for or taking of VESSA leave, or the employee's request for a reasonable job-related accommodation based on actual or threatened domestic or sexual violence. The Village will endeavor to provide qualified employees subject to VESSA a reasonable accommodation so as to allow employee to continue working for Village so long as it does not pose an undue hardship for the Village.

Section 12.8 Unpaid Leave

Unpaid leave of absence is a period of time not protected by FMLA when an employee is not receiving wages through the Village's payroll, including but not limited to, approved temporary disability leave.

Employees may submit a written request to their Department Head for an unpaid leave of absence. If the leave request is for a short time frame not exceeding three (3) days, the Department Head will have the authority to approve such leave. Any request beyond three (3) work days must also have the approval of the Village Administrator. The Village Administrator may grant a leave of absence for up to 60 days. The Village Administrator will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Employees must use any accrued or remaining vacation, sick, personal, floating holiday and compensatory time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage which will be offered through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position.

Section 12.9 Suspension

Employees on suspension without pay from work are not eligible to earn any benefits normally accrued or enjoyed by Village employees during the period of suspension.

Section 12.10 Benefit Leave Time

If an employee is granted "benefit time leave" (i.e., vacations, holidays, sick leave, personal days, and FMLA leave), he or she continues to earn all benefits normally accrued and enjoyed by Village employees during the period of authorized leave.

SECTION XIII

General Rules and Regulations

Section 13.1 Outside Employment

The work of the Village shall have precedence over other occupational interests of the employees. All outside employment for salary, wages, or commission, and all self-employment, must be reported to and approved by the employee's Department Head. Such approval shall be contingent upon the employee signing an acknowledgement of understanding ~~(Attachment 2)~~ that if injured on the outside job resulting in time lost from the Village job, the employee will be ineligible for sick time and vacation accumulation during the period of time lost. Conflicting outside employment, interfering with the performance of the Village job, may result in disciplinary action, up to and including immediate termination of employment.

Section 13.2 Political Activities

Employees of the Village serve all Village residents equally. The political opinions or affiliations of any resident shall in no way affect the amount or quality of service received from the Village. An individual's political affiliation, preference, or opinion will not in any way influence the appointment, retention, or promotion of a Village employee.

No Village employees shall, during working hours, take any active part in a political campaign. Political activities are not prohibited, but must be confined to non-working hours.

Employees of the Village shall not, while on duty, directly or indirectly, demand, solicit, collect, or receive any assessment, subscription, or contribution, whether voluntary or involuntary, intended for any political purpose whatsoever from fellow employees or from the general public.

No Village employee shall contribute money to any candidate or political party except on a voluntary basis.

Section 13.3 Use of Village Vehicles, Equipment, Supplies, and Tools

Village vehicles, equipment, supplies, and tools shall not be used for private purposes unless specifically provided by prior written agreement or contract. Breakdown and malfunctioning of any Village equipment shall be reported promptly to the Department Head.

All employees using Village equipment and vehicles must closely adhere to the rules of safety and courtesy on the road, as they are representatives of the Village government.

In accordance with Public Acts 96-0130 and 96-0131, respectively, employees shall not use an electronic device for any purpose in a school speed zone or construction zone and shall not use an electronic device to compose, send, or read an electronic message such as text messages or internet usage on any roadway, unless allowed by law, i.e., during an emergency response, while using a hand's free device, etc.

Employees shall not permit unauthorized personnel in vehicles or equipment owned by the Village. Violation of this policy may result in disciplinary action up to and including immediate termination of employment.

Employees in possession of Village owned equipment are expected to protect the equipment from loss, damage or theft. Employees may be responsible for the replacement of the equipment if the equipment is lost or damaged because of the negligence of the employee.

Section 13.4 Gifts and Gratuities

All employees shall abide by the Code of Ethics and Gift Ban provisions contained in Chapter 3 of the Village of Lake in the Hills Municipal Code. Violations of these policies may result in disciplinary action up to and including immediate termination of employment.

Section 13.5 Telephone Use

Employees are permitted to use Village telephones for personal reasons only in cases of absolute necessity. This is a privilege and not a right and shall not interfere with the discharge of normal work duties.

Section 13.6 Personal Cell Phones

Personal cellular phones shall not be used during working hours unless approved in advance by the Department Head. If phone use is permitted employees shall limit the use so as not to interfere with productivity.

Section 13.7 Identification Cards

Employees of the Village will be furnished identification cards. The Department Head will be responsible for the assignment and collection of these cards.

Section 13.8 Personal Mail

Employees shall not use the address of the Village Hall or any other Village facilities for receipt of personal mail.

Section 13.9 Personal Information Changes

Employees shall report any changes in name, address, telephone number, marital and family status to their Supervisor and the Human Resources Manager within fourteen days of the date of any such change. Failure to report such changes may result in a loss of benefits to which the employee may otherwise be eligible.

Section 13.10 Employee Physical Requirement

The Village may require an employee to submit immediately to a physical on a specified situation basis and at Village expense, if the Village has reason to believe that an employee has sustained an illness or injury outside of employment that could inhibit and/or be further aggravated by their work and or to ensure fitness for duty.

Section 13.11 Reporting Work Related Injuries

If an employee is injured on the job, no matter how minor or insignificant the injury may seem, the employee must make a full written report on his or her condition and the circumstances surrounding the injury, including all witnesses, as soon as possible after its occurrence.

This written report shall be submitted to the employee's Department Head as soon as possible after the injury or illness, but in no event later than the end of the employee's scheduled shift on the day of the injury or illness or as soon as practical. The Department Head will forward the report to the Human Resources Manager no later than three (3) business days following the incident.

Failure of the employee to report the injury or illness or to report for any physical examination as required or scheduled by the Village or its Workers' Compensation insurance carrier, or submission of a false report, may result in disciplinary action, up to and including immediate termination of employment.

SECTION XIV

Employee Issue Resolution

The informal discussion of problems and concerns between employees and the Village administration frequently results in their most equitable resolution. It is hoped that this atmosphere of employee-management issue resolution will always exist. It is realized, however, that guidelines and parameters must exist for this relationship. To that end, the following propositions will apply:

- The Board of Trustees must approve any changes in the pay plan and fringe benefits.
- The Village Administrator will meet annually with the various Department Heads representing employees to discuss wages, benefits and working conditions.
- Management should determine the mission of the Village, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. This includes directing its employees, i.e., the hiring, discipline, and termination of employees.
- Both management and employee organizations are prohibited from restraining or coercing employees in their rights to join or not join and to maintain or terminate membership in any employee organization.

SECTION XV

Resignation and Retirement and Death

Resignation and Retirement

An employee may resign at any time with or without notice to the Village. However, if possible and as a courtesy, the Village would ask that departing employees submit a written resignation to their Department Head not less than two weeks prior to the date of the intended departure. Employees in supervisory or executive positions are encouraged to give longer notice, if possible. Sworn officers who resign should submit written resignations to the Police Commission as well. A copy of such resignation will be given to the Village Administrator within 24 hours after its receipt.

Death of an Employee

Upon the death of an employee, the employee's spouse, legal heir, or executor of the estate shall receive compensation for all accrued but unused vacation and sick pay. This amount is in addition to any pension or life insurance benefits.

SECTION XVI

Cobra Procedures

Under Public Law 99-272, Title X (aka the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA), employees and their family members covered by an employer sponsored group health plan may be eligible for a temporary extension of health coverage [called "continuation coverage"] at group rates in certain instances where coverage under the plan would otherwise end. This is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the COBRA law.

If you are an employee of the Village of Lake in the Hills covered by the Village's group health insurance plan, you have a right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

Family members of an employee or other worker covered by the Village's group health insurance plan also have a right to choose this continuation coverage for themselves if they lose group health coverage under the Village's group health insurance plan as the result of a qualifying event.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred.

Under COBRA, the employee or his or her family member has the responsibility to inform the Village's Human Resources Manager of a divorce, legal separation, or a child losing dependent status under the Village's group health insurance plan. Such notice must be made within 60 days of the event or the date on which coverage would be lost because of the event.

When the Village's Plan Administrator is notified that a qualifying event has happened, the Plan Administrator will in turn notify the employee and his or her family members about the right to choose continuation coverage. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage.

Under the COBRA law, the employee and their family members have at least 60 days from the date coverage would be lost because of a qualifying event to inform the Plan Administrator that you and/or a family member wants continuation coverage.

If you or your family members do not choose continuation coverage, the group health insurance coverage will end on the date of your separation from employment.

If you or your family members choose continuation coverage, the Village is required to give you and your family members' coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

Generally, COBRA continuation coverage lasts up to 18 months. However, under certain circumstances or subsequent qualifying events, the length of continuation coverage may be extended to 29 or 36 months.

You and your family members do not have to show insurability to choose continuation coverage. However, under the COBRA law, you or your family member may have to pay all or part of the premium for continuation coverage and the premium charged for continuation of coverage may be up to 102 percent of the cost of the coverage (150 percent in the case of certain disabled qualified beneficiaries). A minimum 30-day "grace period" will be allowed for you or your family member to pay the regularly scheduled premiums. (COBRA also provides that at the end of the 18, 29, or 36 month continuation coverage period, you and your family members must be allowed to enroll in an individual conversion health plan provided under the Village's group health insurance plan.)

The COBRA law applies to the Village's group health insurance plan. If you have any questions about COBRA, please contact the Village's Plan Administrator at the Village Hall, 600 Harvest Gate, Lake in the Hills, Illinois. Also, if you have changed marital status, or you or your spouse have changed addresses, please notify the Plan Administrator. All COBRA notices will be sent to your last known address.

Refer to your initial COBRA notice and the insurance plan's Summary Plan Document (SPD) for detailed information regarding eligibility requirements, qualifying events, and other benefits provided under COBRA.

SECTION XVII

IMRF Pensioner Healthcare Continuation (Illinois)

On November 29, 1990, Public Act 86-1444 was passed by the Illinois General Assembly requiring IMRF employers offering health insurance to their active employees to offer the same insurance to their disabled members, retirees and surviving spouses. Pursuant to 215 ILCS 5/367j as defined by the Illinois Pension Code and regulated by the Illinois Department of Insurance, the Village of Lake in the Hills offers Illinois Municipal Retirement Fund (IMRF) retirees and disabled employees as well as their eligible dependents the option to elect continuation health insurance coverage on the employer's health insurance plan.

If the employee does not elect to continue insurance coverage, their health insurance coverage will end on the date of retirement or disability.

If the employee elects to continue their insurance coverage, their health insurance coverage shall be identical to the coverage provided to employees under the group health plan.

Retiring or disabled employees will be responsible for paying the entire premium for continuation coverage. The premium charged for continuation of coverage will be 100 percent of the cost of the coverage. A 30-day "grace period" will be allowed to pay the monthly premiums.

Coverage will continue until the retirement or disability period of the individual ends, the retiree elects in writing to the village to no longer participate in the Village's coverage, the member and/or a dependent no longer meets the eligibility requirements, or the individual fails to submit the required premium.

The participant must inform the Human Resources Manager of a divorce, legal separation, or a child losing dependent status under the Village's group health insurance plan within 60 days of the event.

SECTION XVIII

Police Pensioner Healthcare Continuation (Illinois)

On November 29, 1990, Public Act 86-1444 was passed by the Illinois General Assembly requiring municipal employers offering health insurance to their active employees to offer the same insurance to their disabled or retiring police officers and their surviving spouses. Pursuant to 215 ILCS 5/367g as defined by the Illinois Pension Code and regulated by the Illinois Department of Insurance, the Village of Lake in the Hills offers retiring or disabled police officers as well as their eligible dependents the option to elect continuation health insurance coverage on the employer's health insurance plan.

If the retiring or disabled police officer does not elect continuation coverage, the health insurance coverage will end on the date of retirement or disability.

If the retiring or disabled police officer elects to continue their insurance coverage, their health insurance coverage shall be identical to the coverage provided to employees under the group health plan.

Retiring and disabled police officers will be responsible for paying the entire premium for continuation coverage. The premium charged for continuation of coverage will be 100 percent of the cost of the coverage. A 30-day "grace period" will be allowed to pay the monthly premium.

Coverage will continue until the retirement or disability period of the police officer ends, the pensioner elects in writing to the Village to no longer participate in the Village's coverage, or the individual fails to submit the required monthly premium.

Participants must inform the Human Resources Manager of a divorce, legal separation, or a child losing dependent status under the Village's group health insurance plan within 60 days of the event.

Under 820 ILCS 320/10, (aka the Public Safety Employee Benefits Act) effective November 14, 1997, (Continuation Privilege law), the Village of Lake in the Hills will pay the cost of providing a police officer's health insurance premium and the premium of his or her dependents, in the event that it is determined by the Police Pension Board that the police officer has suffered a catastrophic injury in the line of duty or is killed in the line of duty.

To be eligible for this benefit, the injury or death must have occurred as the result of:

- The officer's response to fresh pursuit
- The officer's response to what is reasonably believed to be an emergency,
- An unlawful act perpetrated by another,

- Or during the investigation of a criminal act.

The police officer has 15 days from the date of receipt of notification to inform the Plan Administrator that he or she and/or a family member wants continuation coverage.

Each dependent child of the injured employee may remain on the plan until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support or the child is a full time or part time student and is dependent for support.

If the employee dies, the Village will continue to pay the entire health insurance premium for the surviving spouse, until remarried, and for each dependent child, as long as the child continues to meet the established eligibility requirements.

SECTION XIX

Privacy Officer and Privacy Policy for Personal Health Information

The Village of Lake in the Hills is dedicated to protecting the privacy of its employees' and their dependents' personal health information.

The Human Resources Manager of the Village shall serve as its Medical Information Privacy Officer. The Human Resources Manager shall be responsible for the handling of all medical information including, but not limited to, the retention of all medical documents listed below in a secure location in a locked filing cabinet with access limited to that of the Medical Information Privacy Officer:

- Pre-placement physicians reports,
- Pre-placement drug screen results,
- Non-safety sensitive drug and alcohol testing results,
- Safety sensitive drug and alcohol testing results,
- Safety sensitive physicals and medical reports,
- Hepatitis and other infectious diseases test results,
- Health insurance claims requiring assistance with processing;
- Health insurance enrollment forms,
- Life insurance enrollment forms,
- Employee Assistance Program communications, if medically-related, and
- Any other documents deemed medically confidential in nature.

(*Psychological exams for sworn personnel of the Police Department as ordered to be conducted by the Police Department and/or Police Commission will remain within the custody of the Police Department and/or Police Commission).

In compliance with the HIPAA Privacy Rule, the Village of Lake in the Hills assures its employees that it will safeguard all Individual Protected Health Information it received or creates from misuse and will not disclose IPHI to any individual or entity unless authorized by the individual.

As a business associates with our health insurance broker and with our medical services providers, the Village or its representative may be required, from time to time, to assist an employee, medical provider or broker with the processing or administration of a health insurance claim. IPHI will only be disclosed to help the covered entity carry out its health care or administrative function.

With your approval, we may disclose your personal health information to a family member, close personal friend, or another person you identify relevant to their involvement with your care or paying for your care. If you are unavailable, incapacitated or involved in an emergency situation, and we determine that a limited disclosure is in

your best interest, we may disclose your personal health information without your approval.

The Village is permitted or required by law to use or disclose your personal health information, without your authorization, in the following circumstances:

- For any purpose required by law;
- For public health activities (for example, reporting of disease, injury, birth, death or suspicion of child abuse or neglect);
- For law enforcement purposes (for example, reporting wounds or injuries or for identifying or locating suspects, witnesses or missing people);
- For health oversight activities (for example, audits, inspections, administrative or criminal proceedings or actions);
- To a governmental authority if we believe an individual is a victim of abuse, neglect or domestic abuse;
- For compliance with workers' compensation programs.

We will adhere to all state and federal laws or regulations that provide additional privacy protections.

You have the right:

- To restrict the use and disclosure of your personal health information.
- To receive confidential communications of your personal health information.
- To access of your personal health information.
- To amend your personal health information.
- To receive an account of certain disclosures made by the Village after April 14, 2004, of our personal health information. The first accounting in any 12 month period will be free; however, a fee will be charged for any subsequent request for an accounting during the same time period.

To request any information above, you must send a written request to the: Human Resources Manager, Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156 via inter office or USPS mail, fax or email.

In the event of a breach or violation of this policy, the Village will take reasonable steps to cure the breach or end the violation. If the Village is unsuccessful, it will terminate the contract or arrangement with the violating entity. If termination of the contract or agreement is not feasible, the Village will report the problem to the Department of Health and Human Services (HHS) Office for Civil Rights (OCR).

If you believe your privacy rights have been violated, you can send a written complaint to the Village Administrator, Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156 or to the Secretary of the US Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, D.C., 20201. There will be no retaliation for filing a complaint.

SECTION XX

Pay Philosophy, Evaluation Program and Compensation Plan

Overall Purpose

The Village of Lake in the Hills has adopted an operational excellence strategy. To the Village, this means the smart investment in developing and engaging its talent to be strategists at all levels. This is accomplished through adopting and maintaining a consistent and comprehensive pay philosophy, performance evaluation program and compensation plan that attracts, rewards and retains top talent while controlling costs and enhancing compensation flexibility.

Pay Philosophy

While maintaining fiscal responsibility, the Village of Lake in the Hills is committed to compensating in a manner that is equitable across all employee groups, reflective of the external market, and provides recognition for the achievement of individuals who reach objectives or organizational goals. Specifically, it is the Village's goal to achieve the following objectives:

- Internal equity among all employee schedules
- 3% above the external market (53rd percentile)
- Provide incentives for performance and productivity
- Administrative efficiency

Performance Evaluation Program

Objective

The objectives of the Village's performance program include consistently and equitably: commending performance, measuring strengths and areas in need of development, identifying training needs, and establishing and reviewing goals.

The performance evaluation requires employees and supervisors communicate at regular intervals and during specific problem-solving situations in order to provide an accurate assessment of individual performance and to support overall employee job performance and satisfaction.

Eligibility

All regular full-time and part-time employees will participate in the performance evaluation program. The results of the performance evaluation will factor into the merit compensation plan for all non-bargaining unit employees and employees represented by MAP #168 and SEIU #73. SEIU #73 bargaining unit employees will refer to the

Collective Bargaining Agreement (CBA) for details on merit compensation.

Newly hired non-bargaining unit employees will **not** be eligible for merit increases, during the first six months of employment.

All seasonal employees will receive a performance evaluation, but they will **not** be eligible for the merit compensation plan.

Village President and Board of Trustees are responsible for evaluating and determining merit compensation for the Village Administrator and Chief of Police.

Evaluation Timing

The evaluation period will begin in July and run through June of the following calendar year. Annual performance evaluations will be performed in June of each calendar year.

Probationary Evaluation

All newly hired (bargaining unit and non-bargaining unit) employees will have a probationary performance evaluation six month after being hired. The employee will be evaluated on key responsibilities and core competencies of the position. If the probationary evaluation is completed within 90 days of the annual evaluation schedule, the probationary review will serve as the annual review for that year. Once the six month evaluation is complete the employee will then follow the annually scheduled evaluation process. It is possible for an employee to have two evaluations completed within the first year of employment.

Seasonal Evaluation

All seasonal employees will receive a performance evaluation prior to the end of their seasonal employment.

Performance Evaluation Program Design

Overview

The Performance Evaluation is divided into four (4) sections in order to provide a comprehensive evaluation of the employee's job performance, and will be based on a 3 point grading scale:

Grade	Points
Leading the Way	3
On Track	2
Needs Improvement	1

Section I: Job Specific Key Responsibilities/Goals or **What We Do** evaluates the employees on how effectively they have accomplished the job they were hired to do for the Village. Supervisors will evaluate employee's effectiveness, timeliness, quality and quantity of work, and accomplishment of goals.

Section II: Core Performance Competencies **How We Work** evaluates the competencies needed for employees to be successful in achieving the Village's goals and objectives. Each employee will be evaluated on core competencies. These competencies may vary by level within the organization (i.e. individual contributor vs. supervisor/department head). They also represent competencies most valued by the Village at the time. Competencies will be evaluated periodically to ensure they best represent the strategic vision of the Village.

Section III: Summary of Commendation and Disciplinary Action is completed by supervisors and includes a summary of any commendations or disciplinary action taken during the review period. A commendation will include any written commendation or written acknowledgement, such as thank you notes or emails from internal or external customers that highlight the employee's job performance. All written commendations and acknowledgements should be included in the employee's personnel file. Likewise, disciplinary action should be written and included in the personnel file, in order to reference it in the evaluation.

Section IV: Summary of Employee Performance is completed by supervisors. This allows for supervisors to summarize or highlight the employee's strengths and areas that need development.

Goal Setting

All regular full-time and part-time employees will begin the evaluation process in July of each year by working collaboratively with their supervisor to create job specific key responsibilities/goals. At least two (2) of the key responsibilities should have a SMART goal included. Although two goals are required, it should be the intention to increase the number of goals associated with key responsibilities each year. For example, it is realistic for a new employee to begin with a couple of achievable goals, but a more tenured employee should be challenged to embrace goal setting that will allow them to explore new opportunities, solve problems or prepare for career growth.

Example: Key Responsibility: Operate equipment safely

New Employee: I will attend training on how to operate a backhoe and will gain experience by operating a backhoe at least three times during this evaluation period.

More Tenured Employee: By the end of the 4th quarter, I will attend a train the trainer on how to operate a backhoe safely and will then train my crew on backhoe safety. I will ensure each crew member has an opportunity to operate the backhoe at least three times during this evaluation period.

Once the key responsibilities/goals are established, they will be entered into Neogov/PERFORM by the employee and approved by their supervisor. Any changes to the goals once approved, will require Department Head and Human Resources

approval.

Detailed Schedule

The performance evaluation process involves employee self-evaluation, supervisor rating, and meetings intended to provide formal feedback to employees that focuses on strengths and areas of development and also allows for discussion on both short and long-term goals, career planning and professional development opportunities.

Month	Action	Responsible	Approver
Early May	Employee Self-Rating	Employee	N/A
Late May	Manager Ratings	Manager	Dept. Head/HR
June	Conduct Formal Employee Review	Manager/Employee	N/A
Late June	Final Sign-Off of Evaluation	Manager/Employee	N/A

Performance Improvement Plan (PIP)

Should the evaluated employee receive three (3) or more “Needs Improvement”, the supervisor will develop a Performance Improvement Plan, noting the reason for the PIP and a recommended plan for improvement.

Compensation Plan

Overview

The compensation plan has been designed to adhere to the pay philosophy and is reflective of best practice compensation practices. The plan relies on the National Consumer Price Index (CPI) to budget for both COLA and merit increases. Employees who are below position point (position point is set at 53% of market) in their pay range have the potential to progress more quickly through their range based upon the CPI and performance. Employees who are above the position point have the potential to progress through the range, but at a slower rate. Employees who consistently demonstrate Leading the Way performance per the annual performance evaluation program will receive additional incentive in the form of a merit bonus.

Salary Schedule

A salary schedule has been developed for all regular full-time and part-time non-bargaining unit employees. The schedule is built on a quartile system. An employee who demonstrates acceptable performance should progress to the position point of their pay range within four to six years. The ranges from minimum to maximum vary from 35-45% based on pay grade. From minimum to position point, the range is 12%. Position point represents the 53rd percentile of the average market rate.

Sample Compensation Matrix

A sample performance compensation matrix is provided. This matrix is for illustrative purposes only and will vary based on budget approval.

	COLA	PERFORMANCE BASED INCREASE		
Current Employee Salary	Cost of Living Adjustment (COLA)	Needs Improvement Score: 0 – 1.90	On Track Score: 1.91 – 2.59	Leading the Way Score: 2.60 – 3.0
Below Position Point	CPI	None	CPI	CPI + 2% of base paid as a merit bonus
Position Point and Above to Maximum	½ CPI	None	½ CPI	½ CPI + 2% of base paid as a merit bonus
Maximum	½ CPI	None	½ CPI of base paid as merit bonus	½ CPI +2% of base paid as merit bonus

Cost of Living Adjustments (COLA) and Performance Pay are based upon the change in the National Consumer Price Index (CPI) for the change in the month of **June** of the current fiscal year compared to the preceding fiscal year rounded to one decimal point. The CPI range will have a minimum percentage of 1.0 and a maximum of 4.0. In years where the CPI change is negative, the resulting COLA and Performance Pay will be set to 0% for that subsequent fiscal year. Leading the Way merit bonuses will be calculated off of the base rate effective at June 30th of each year at the conclusion of the current evaluation period. Merit Bonuses for part-time employees will be calculated based on actual hours worked during evaluation period. MAP #168 employees that are at the maximum pay rate will receive COLA based on the current collective bargaining agreement.

Maintaining Salary Schedule

New Hire Salary Range

New employees will start within the hiring range and, as a general practice, at the minimum if the individual has the minimal skills and qualifications of the job. Individuals should not be placed higher than the position point unless the candidate is extremely qualified and the Village determines that the salary will not disrupt any internal salary equity. Individuals hired above the 1st quartile require approval of the Human Resources Manager. Placements above the position point will require the approval of the Village Administrator or Chief of Police for Police Department employees.

Annual Schedule Adjustments

Annually-at the beginning of the Village's fiscal year, the entire salary schedule will be increased based on ½ CPI.

Merit Adjustments

Based upon accomplishment of performance expectations, employees are eligible for a

merit increase to be effective during the first full pay period in July. If an employee completes a probationary evaluation within 90 days preceding the annual evaluation period, their evaluation score will be used to determine merit for that year.

Promotions

~~Promotion to all positions, with the exception of Sergeant or Deputy Chief should be an increase to a maximum of 5% of the employee's currently salary or the minimum of the new salary range – whichever is greater. Employees should be moved to the minimum of the new salary range, or approximately 5% increase – whichever is greater.~~

Promotion to Sergeant or Deputy Chief should be an increase of a maximum of 10% of the employee's current salary or the minimum of the salary range – whichever is greater. The amount may vary slightly to account for internal compression issues. Salary is increased to within the salary range of the new pay grade, as determined by Village Administrator or Chief of Police approval.

Demotions

There are a number of situations that result in an employee's pay being lowered, and, as a result, the pay may not be within the established salary range. Dependent upon the circumstances, an individual's pay can be handled differently. It will be the responsibility of the Human Resources Manager and Village Administrator or Chief of Police for Police Department employees to determine the pay implications due to employee demotions. The following are guidelines to follow:

- Demotions that occur because of position changes and/or position consolidations (not based on the performance of the employee), the salary will be "red circled" and frozen at that level until the salary range of the new pay grade catches up to the employee's salary. When this occurs, the employee may still be eligible for any merit increases through a bonus system.
- Demotions that occur because the employee voluntarily applied for and accepted a position in a lower pay grade, the salary will be reduced within the new salary range.
- Demotions that are a result of the employee's performance, the employee's salary is decreased to within the salary range of the new pay grade, as determined by the Village Administrator or Chief of Police.

Top of the Range

Employees who reach the maximum rate of their pay grade will be eligible for a salary schedule adjustment (COLA) and will receive the equivalent merit increase in the form of a lump-sum bonus.

Life Cycle of Salary Schedule

The Human Resources Manager with support of the Assistant Village Administrator will be responsible for implementing, maintaining, and updating the base compensation plan, including pay for performance. The Village Administrator will be responsible for reviewing and making recommendations to the Village Board. Any changes to the salary structure and the base compensation strategy will be formally reviewed every three (3) years.

ATTACHMENTS AND EXHIBITS

The following may be requested from the Human Resources Coordinator:

Attachment 1	Employee Recruitment Policy
Attachment 2	Acknowledgement Of Understanding Regarding Outside Employment
Attachment 3	Medical Certification Form
Attachment 4	Education Assistance Reimbursement Agreement
Attachment 5	Initial Cobra Notice
Attachment 6	Performance Evaluation And Merit Compensation Program



INFORMATIONAL MEMORANDUM

MEETING DATE: April 23, 2019

DEPARTMENT: Finance

SUBJECT: Fiscal Year Ending December 31, 2018 Financial Results

EXECUTIVE SUMMARY

A presentation will be given outlining and reviewing the FY 18 financial results. This will include;

- Revenues and expenses compared to the FY 18 budget
- Revenues and expenses compared to the FY 18 estimate that were established during the FY 19 budget presentation
- An update on fund balances and fund reserves
- An update on the FY 18 annual audit that is currently in progress

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

RECOMMENDED MOTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

DEPARTMENT: Finance

SUBJECT: Ordinance approving Budget Amendments for Fiscal Year Ending December 31, 2018

EXECUTIVE SUMMARY

Per the Village code, the legal level of budgetary control is established at the department level. The only fund that currently utilizes department levels is the General Fund (Executive, Administration, Finance, and so on). Therefore, all other funds operate at the fund level because there are no defined departments within these funds.

The annual audit for the fiscal year (FY) ending December 31, 2018 (18) is in progress and final field work has been completed by the auditors. The financial statements are not 100% complete at this time, but staff doesn't foresee any further changes to the financials for FY 18. As such, an ordinance needs to be approved to account for any Department/Fund expenses that have exceeded the budget in order to comply with our code requirement.

In total for all funds the Village's total expenses for FY 18 were \$2.2 million under budget (**Exhibit A**). However, the following fund's expenses exceeded the legal level of budgetary control:

Budget Worksheet Report Budget Year 2018

Fund/Department	2018 Adopted Budget	2018 Actual Amount	Actual Over Budget
Fund 100 - General Fund			
Department 16 - Finance Totals	\$588,087.00	\$588,811.03	\$724.03
Fund 308 - SSA 2	\$215,290.00	\$224,259.15	\$8,969.15
Fund 320 - SSA 4B	\$2,113.00	\$3,067.82	\$954.82
Fund 332 - SSA 7	\$130.00	\$369.73	\$239.73
Fund 336 - SSA 8B	\$80.00	\$1,396.36	\$1,316.36
Fund 340 - SSA 8C	\$150.00	\$817.24	\$667.24
Fund 344 - SSA 10	\$20,000.00	\$20,005.46	\$5.46
Fund 356 - SSA 24	\$160.00	\$1,178.36	\$1,018.36
		Total Over Budget	\$13,895.15

Justifications for over budget Departments/Funds:

- **General Fund**
 - Finance - \$724.03 over budget due to:

- Compensation changes from the classification and compensation study
 - Reorganization of hiring two customer service specialists to replace an accounts receivable position and an administrative assistant position that was previously budgeted in Parks and Recreation
- **Special Service Area 2**
 - \$8,969.15 over budget due to:
 - Addition of musical instruments at Sunset Park from LITH Rotary donation
- **Special Service Area 4B**
 - \$954.82 over budget due to:
 - Increased detention maintenance
- **Special Service Area 7**
 - \$239.73 over budget due to:
 - Increased tree removal costs
- **Special Service Area 8B**
 - \$1,316.36 over budget due to:
 - Tree trimming and pruning costs
- **Special Service Area 8C**
 - \$667.24 over budget due to:
 - Tree trimming and pruning costs
- **Special Service Area 10**
 - \$5.46 over budget due to:
 - Interest income of \$5.46 being transferred out to the General Fund
- **Special Service Area 24**
 - \$1,018.36 over budget due to:
 - Increased detention maintenance

Also, attached is **Exhibit A** that presents the proposed budget amendments between funds. The total expense budget will remain the same amount as the originally adopted budget amount of \$26,377,059. This is accomplished by transferring “unused” budget money in one fund to another fund that has consumed and exceeded its budget money.

A reconciliation of these transfers can be found below to show the Department/Fund that the budget amount will transfer out of and the Department/Fund where the budget amount will transfer into.

Fund/Department	Budget Transfer Out	Budget Transfer In
Fund 100 - General Fund		
Department 16 - Finance Totals		\$ 724.03
Department 90 - Interfund Transfers Totals	\$ (724.03)	
GENERAL FUND EXPENSE TOTALS	\$ (724.03)	\$ 724.03
Fund 308 - SSA 2		\$ 8,969.15
Fund 312 - SSA 3	\$ (13,171.12)	
Fund 320 - SSA 4B		\$ 954.82
Fund 332 - SSA 7		\$ 239.73
Fund 336 - SSA 8B		\$ 1,316.36
Fund 340 - SSA 8C		\$ 667.24
Fund 344 - SSA 10		\$ 5.46
Fund 356 - SSA 24		\$ 1,018.36
	\$ (13,895.15)	\$ 13,895.15

FINANCIAL IMPACT

None.

ATTACHMENTS

1. An ordinance approving budget amendments to the operating budget for the fiscal year ending December 21, 2018
2. Exhibit A presenting all Village Fund's expenses compared to Budget for FY 18, along with the proposed budget amendments for FY 18

RECOMMENDED MOTION

Motion to approve an ordinance amending the Fiscal Year 2018 budget.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2019-_____

**An Ordinance Approving Budget Amendments
to the Operating Budget for the
Fiscal Year Ending December 31, 2018**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2018 as part of Ordinance No. 2017-45; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has not previously approved an Operating Budget Amendment for the Fiscal Year Ending December 31, 2018; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2018 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of April, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF APRIL, 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

EXHIBIT A

Budget Worksheet Report Budget Year 2018

Fund/Department	2018 Adopted Budget	2018 Actual Amount	Actual Over/(Under) Budget	Proposed Budget Amendments		
				Budget Amendments	2018 Amended Budget	No Change to Adopted Budget
Fund 100 - General Fund						
Department 10 - Executive Totals	\$120,568.00	\$104,057.40	(\$16,510.60)			\$ 120,568.00
Department 12 - Village Administration Totals	\$678,097.00	\$640,505.44	(\$37,591.56)			\$ 678,097.00
Department 14 - Community Development Totals	\$751,743.00	\$713,205.98	(\$38,537.02)			\$ 751,743.00
Department 16 - Finance Totals	\$588,087.00	\$588,811.03	\$724.03	\$ 724.03	\$ 588,811.03	
Department 20 - Police Totals	\$8,148,443.00	\$7,935,682.23	(\$212,760.77)			\$ 8,148,443.00
Department 30 - Public Works Totals	\$3,862,976.00	\$3,736,649.02	(\$126,326.98)			\$ 3,862,976.00
Department 40 - Parks & Recreation Totals	\$1,723,245.00	\$1,361,208.27	(\$362,036.73)			\$ 1,723,245.00
Department 60 - Management Information Systems	\$459,371.00	\$438,204.73	(\$21,166.27)			\$ 459,371.00
Department 70 - Insurance & Tort Totals	\$435,723.00	\$435,022.09	(\$700.91)			\$ 435,723.00
Department 90 - Interfund Transfers Totals	\$489,954.00	\$0.00	(\$489,954.00)	\$ (724.03)	\$ 489,229.97	
GENERAL FUND EXPENSE TOTALS	\$17,258,207.00	\$15,953,346.19	(\$1,304,860.81)	\$ -	\$ 1,078,041.00	\$ 16,180,166.00
Fund 202 - Motor Fuel	EXPENSE TOTALS \$992,020.00	\$925,390.94	(\$66,629.06)			\$992,020.00
Fund 304 - SSA 1	EXPENSE TOTALS \$4,460.00	\$3,416.73	(\$1,043.27)			\$4,460.00
Fund 308 - SSA 2	EXPENSE TOTALS \$215,290.00	\$224,259.15	\$8,969.15	\$ 8,969.15	\$ 224,259.15	
Fund 312 - SSA 3	EXPENSE TOTALS \$255,920.00	\$214,375.41	(\$41,544.59)	\$ (13,171.12)	\$ 242,748.88	
Fund 316 - SSA 4A	EXPENSE TOTALS \$38,169.00	\$34,504.70	(\$3,664.30)			\$38,169.00
Fund 320 - SSA 4B	EXPENSE TOTALS \$2,113.00	\$3,067.82	\$954.82	\$ 954.82	\$ 3,067.82	
Fund 324 - SSA 5	EXPENSE TOTALS \$109,100.00	\$85,069.64	(\$24,030.36)			\$109,100.00
Fund 328 - SSA 6	EXPENSE TOTALS \$50,560.00	\$40,354.11	(\$10,205.89)			\$50,560.00
Fund 332 - SSA 7	EXPENSE TOTALS \$130.00	\$369.73	\$239.73	\$ 239.73	\$ 369.73	
Fund 336 - SSA 8B	EXPENSE TOTALS \$80.00	\$1,396.36	\$1,316.36	\$ 1,316.36	\$ 1,396.36	
Fund 340 - SSA 8C	EXPENSE TOTALS \$150.00	\$817.24	\$667.24	\$ 667.24	\$ 817.24	
Fund 344 - SSA 10	EXPENSE TOTALS \$20,000.00	\$20,005.46	\$5.46	\$ 5.46	\$ 20,005.46	
Fund 352 - SSA 15	EXPENSE TOTALS \$8,715.00	\$8,641.66	(\$73.34)			\$8,715.00
Fund 356 - SSA 24	EXPENSE TOTALS \$160.00	\$1,178.36	\$1,018.36	\$ 1,018.36	\$ 1,178.36	
Fund 410 - Lakes Projects	EXPENSE TOTALS \$70,000.00	\$13,916.19	(\$56,083.81)			\$70,000.00
Fund 490 - CIP	EXPENSE TOTALS \$1,709,154.00	\$1,355,660.09	(\$353,493.91)			\$1,709,154.00
Fund 520 - Water O & M	EXPENSE TOTALS \$4,058,701.00	\$3,837,559.55	(\$221,141.45)			\$4,058,701.00
Fund 620 - Airport O & M	EXPENSE TOTALS \$1,293,030.00	\$1,135,554.53	(\$157,475.47)			\$1,293,030.00
Fund 710 - Debt Service	EXPENSE TOTALS \$0.00	\$0.00	\$0.00			
Fund 810 - Health Insurance	EXPENSE TOTALS \$291,100.00	\$280,773.20	(\$10,326.80)			\$291,100.00
Sub-totals	\$ (0.00)	\$ 1,571,884.00	\$ 24,805,175.00			
Total All Funds	\$26,377,059.00	\$24,139,657.06	(\$2,237,401.94)	\$ 26,377,059.00	Total Amended Budget FY 18	
					- Difference	



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

DEPARTMENT: Finance

SUBJECT: Resolution Amending Resolution 2018-14 for Committed Fund Balance

EXECUTIVE SUMMARY

The Village Board directed staff to research both short-term and long-term solutions for the MFT Fund, as the current financial projection estimates that the fund will only be able to self-sustain through 2021 and will run out of money in 2022 (see first table below). As such, a resolution to commit fund balance for maintenance of roadways was presented at the December 11, 2018 Committee of the Whole Meeting and was passed by the Village Board on December 13, 2018 with the amount to be determined after year-end and finalized through the annual audit process. The Request for Board Action from the December 11th meeting and Resolution is attached for reference and more detail.

Fiscal Year	Beginning Balance	Anticipated MFT Revenue			Anticipated MFT Expenses				Fiscal Year
		Annual MFT Allotment	Committed From General	Total Revenue Balance	General Maintenance	Related Engineering	Total Expenditure Balance	Ending Balance	
2018	\$1,603,067	\$783,127	\$0	\$783,127	\$925,391		\$925,391	\$1,460,803	2018
2019	\$1,460,803	\$755,740		\$755,740	\$1,046,000	\$55,000	\$1,101,000	\$1,115,543	2019
2020	\$1,115,543	\$748,180		\$748,180	\$978,180	\$56,650	\$1,034,830	\$828,893	2020
2021	\$828,893	\$740,690		\$740,690	\$1,234,250	\$58,350	\$1,292,600	\$276,983	2021
2022	\$276,983	\$733,280		\$733,280	\$1,146,880	\$60,110	\$1,206,990	-\$196,727	2022
2023	-\$196,727	\$725,940		\$725,940	\$1,157,720	\$61,920	\$1,219,640	-\$690,427	2023
2024	-\$690,427	\$718,680		\$718,680	\$1,171,830	\$63,780	\$1,235,610	-\$1,207,357	2024
2025	-\$1,207,357	\$711,490		\$711,490	\$1,191,800	\$65,700	\$1,257,500	-\$1,753,367	2025

The estimated amount to be committed was \$1.0 million back in December 2018 as this would allow the MFT Fund to operate an additional two years through 2023. The \$1.0 million amount was based on the estimated increase in fund balance expected for the General Fund that was determined at the end of October through the completion of the FY 2019 annual budget.

Fiscal Year	Beginning Balance	Anticipated MFT Revenue			Anticipated MFT Expenses				Fiscal Year
		Annual MFT Allotment	Committed From General	Total Revenue Balance	General Maintenance	Related Engineering	Total Expenditure Balance	Ending Balance	
2018	\$1,603,067	\$783,127	\$1,000,000	\$1,783,127	\$925,391		\$925,391	\$2,460,803	2018
2019	\$2,460,803	\$755,740		\$755,740	\$1,046,000	\$55,000	\$1,101,000	\$2,115,543	2019
2020	\$2,115,543	\$748,180		\$748,180	\$978,180	\$56,650	\$1,034,830	\$1,828,893	2020
2021	\$1,828,893	\$740,690		\$740,690	\$1,234,250	\$58,350	\$1,292,600	\$1,276,983	2021
2022	\$1,276,983	\$733,280		\$733,280	\$1,146,880	\$60,110	\$1,206,990	\$803,273	2022
2023	\$803,273	\$725,940		\$725,940	\$1,157,720	\$61,920	\$1,219,640	\$309,573	2023
2024	\$309,573	\$718,680		\$718,680	\$1,171,830	\$63,780	\$1,235,610	-\$207,357	2024
2025	-\$207,357	\$711,490		\$711,490	\$1,191,800	\$65,700	\$1,257,500	-\$753,367	2025

However, now that the audit is almost complete and the financial statements aren't expected to change, the General Fund ended the year with a larger increase to fund balance than expected. The increase in fund balance is due to a combination of revenues exceeding budget expectations, as well as significant savings on expenditures due to a dedicated revenue source in the Capital Improvement Planning (CIP) Fund, personnel savings from re-organizations and other departmental operating savings. Therefore, the actual amount being recommended to commit for maintenance of roadways is being increased to \$1,500,000. This would allow the MFT Fund to operate an additional year through 2024 and maintain a positive fund balance for the next 6 years.

		Anticipated MFT Revenue			Anticipated MFT Expenses				
Fiscal	Beginning	Annual	Committed From General	Total			Total	Ending	Fiscal
Year	Balance	MFT		Revenue	General	Related	Expenditure	Balance	Year
		Allotment		Balance	Maintenance	Engineering	Balance		
2018	\$1,603,067	\$783,127	\$1,500,000	\$2,283,127	\$925,391		\$925,391	\$2,960,803	2018
2019	\$2,960,803	\$755,740		\$755,740	\$1,046,000	\$55,000	\$1,101,000	\$2,615,543	2019
2020	\$2,615,543	\$748,180		\$748,180	\$978,180	\$56,650	\$1,034,830	\$2,328,893	2020
2021	\$2,328,893	\$740,690		\$740,690	\$1,234,250	\$58,350	\$1,292,600	\$1,776,983	2021
2022	\$1,776,983	\$733,280		\$733,280	\$1,146,880	\$60,110	\$1,206,990	\$1,303,273	2022
2023	\$1,303,273	\$725,940		\$725,940	\$1,157,720	\$61,920	\$1,219,640	\$809,573	2023
2024	\$809,573	\$718,680		\$718,680	\$1,171,830	\$63,780	\$1,235,610	\$292,643	2024
2025	\$292,643	\$711,490		\$711,490	\$1,191,800	\$65,700	\$1,257,500	-\$253,367	2025

FINANCIAL IMPACT

Staff will continue to research and evaluate long-term solutions for roadway maintenance funding. This will be a combination of identifying sustainable dedicated revenue sources and the continued practice of applying new approaches to help extend the life of roadways, such as the use of asphalt rejuvenator that started in 2018.

ATTACHMENTS

1. Resolution for Committed Fund Balance in the amount of \$1,500,000
2. December 11, 2018 Request for Board Action
3. Approved Resolution for Committed Fund Balance

RECOMMENDED MOTION

Motion to approve the attached Resolution Amending Resolution 2018-14 for Committed Fund Balance in the amount of \$1,500,000.

VILLAGE OF LAKE IN THE HILLS

Resolution 2019 _____

A Resolution Amending Resolution 2018-14 For Committed Fund Balance

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; AND

WHEREAS, the Village Board of Trustees is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; AND

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Village Board of Trustees; AND

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Village Board of Trustees prior to redirecting the funds for other purposes; AND

WHEREAS, the Village Board of Trustees has determined it will commit \$1,500,000 of fund balance from the General Fund for the year ending December 31, 2018 for the purpose of maintenance of roadways.

NOW, THEREFORE, be it resolved that the Village Board of Trustees hereby amends Resolution 2018-14 for committed fund balance by establishing an amount of \$1,500,000 for the fiscal year ending December 31, 2018, for the purpose of future maintenance of roadways expenditures.

NOW, THEREFORE, be it resolved, that the Village Board of Trustees of the Village of Lake in the Hills, in accordance with the provisions of GASB 54 hereby commits \$1,500,000 of General Fund Balance for future maintenance of roadways expenditures within that, as indicated by the Committed Fund classification, cannot be used for any purpose other than directed above, unless the Village Board of Trustees adopts another resolution to remove or change the constraint.

Passed this 25th day of April, 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____

Trustee Suzette Bojarski
President Russ Ruzanski

APPROVED THIS 25TH DAY OF APRIL, 2019:

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

AGENDA ITEM NO:



REQUEST FOR BOARD ACTION

MEETING DATE: December 11, 2018
DEPARTMENT: Finance
SUBJECT: Resolution – Committed Fund Balance

EXECUTIVE SUMMARY

During the presentation of the draft Fiscal Year 2019 Annual Budget on November 14th staff identified an estimated increase in the General Fund’s fund balance for the fiscal year ending December 31, 2018. The increase in fund balance is due to a combination of revenues exceeding budget expectations, as well as significant savings on expenditures due to a dedicated revenue source in the Capital Improvement Planning (CIP) Fund, personnel savings from re-organizations and other departmental operating savings. Staff further acknowledged the ongoing concern of self-sufficiency in the Motor Fuel Tax (MFT) Fund due to a declining revenue source and steadily rising costs of engineering and construction both of which are subject to vendors outside of the Village’s control. The Village Board directed staff to research both short-term and long-term solutions for the MFT Fund, as the current financial projection estimates that the fund will only be able to self-sustain through 2021 and will run out of money in 2022.

The Motor Fuel Tax is collected directly by the State of Illinois and then re-appropriated to municipalities based on its population on a per capita basis. The revenue amount is based on fuel use throughout the State. Fuel consumption has continued to decline due to more fuel efficient vehicles, electric vehicles, alternative modes of transportation and the growing trend of working from home. This has resulted in less fuel and therefore, less revenue available for distribution to municipalities. These trends, coupled with increasing costs for engineering and construction, are expected to continue in the future.

The recommended short-term solution is to commit a portion of the increase in fund balance estimated in the General Fund for FY 2018 for the specific purpose of maintenance of roadways to assist the MFT Fund. The General Fund is in compliance with its fund balance policy and is estimated to end the year better than budgeted. “Committed” means that amounts are constrained to specific purposes by a government itself, using its highest level of decision-making authority. The money or fund balance will remain in the General Fund, but will be committed specifically for maintenance of roadways and can only be used for such purposes. The advantage to this approach, as opposed to actually transferring the money out of the General Fund into the MFT Fund, allows for greater discretion with how roads are resurfaced. MFT Funds are highly regulated and do not currently allow for the implementation of more progressive methods. However, it would be allowable to transfer these committed funds to the MFT Fund at a future date should that be needed.

FINANCIAL IMPACT

Governmental Accounting Standards Board (GASB) requires a resolution to be passed before year end to commit fund balance; however, the amount may be determined after year end. As such, the amount will

be determined and finalized as part of the annual audit in early 2019. The estimated amount to be committed is \$1.0 million. This would allow the General Fund to remain in compliance with its fund balance policy, as well as, allow the MFT Fund to operate another two years through 2023.

Staff will continue to research and evaluate long-term solutions for roadway maintenance funding. This will be a combination of identifying sustainable dedicated revenue sources and the continued practice of applying new approaches to help extend the life of roadways, such as the use of asphalt rejuvenator that started in 2018. The attachments include a sample balance sheet showing how it will be presented in the Village's financial statements and also a summary on GASB statement number 54 that further explains and defines the five different types of fund balance shown on a government's balance sheet.

ATTACHMENTS

1. Resolution for Committed Fund Balance
2. Sample Balance Sheet for Committed Fund Balance
3. Governmental Accounting Standards Board (GASB) Statement Number. 54 Definitions

RECOMMENDED MOTION

Motion to approve the attached Resolution for Committed Fund Balance.

VILLAGE OF LAKE IN THE HILLS

Resolution 2018 _____

A Resolution For Committed Fund Balance

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; AND

WHEREAS, the Village Board of Trustees is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; AND

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Village Board of Trustees; AND

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Village Board of Trustees prior to redirecting the funds for other purposes; AND

WHEREAS, the Village Board of Trustees has determined it will commit fund balance from the General Fund for the year ending December 31, 2018 for the purpose of maintenance of roadways. The amount will be determined after year end and finalized through the annual audit process.

NOW, THEREFORE, be it resolved, that the Village Board of Trustees of the Village of Lake in the Hills, in accordance with the provisions of GASB 54 hereby commits General Fund Balance for future maintenance of roadways expenditures within that, as indicated by the Committed Fund classification, cannot be used for any purpose other than directed above, unless the Village Board of Trustees adopts another resolution to remove or change the constraint.

Passed this 13th day of December, 2018 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 13TH DAY OF DECEMBER, 2018:

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

Village of Lake in the Hills, Illinois

BALANCE SHEET
GOVERNMENTAL FUNDS

December 31, 2017

	General		Motor Fuel Tax
FUND BALANCES			
Nonspendable			
Inventory	\$ 90,113	\$	-
Prepaid Items	\$ 134,755	\$	-
Restricted			
Public Safety	\$ 93,152	\$	-
Veterans Memorial	\$ 15,192	\$	-
Maintenance of Roadways	\$ -	\$	1,603,067
Special Service Areas	\$ -	\$	-
Assigned			
Lake Restoration	\$ -	\$	-
Unassigned			
General Fund	\$ 9,545,408	\$	-
Total Fund Balances	\$ 9,878,620	\$	1,603,067

*Actual numbers from 12/31/2017 CAFR

Village of Lake in the Hills, Illinois

BALANCE SHEET
GOVERNMENTAL FUNDS

December 31, 2018

	General		Motor Fuel Tax
FUND BALANCES			
Nonspendable			
Inventory	\$ 90,113	\$	-
Prepaid Items	\$ 134,755	\$	-
Restricted			
Public Safety	\$ 93,152	\$	-
Veterans Memorial	\$ 15,192	\$	-
Maintenance of Roadways	\$ -	\$	1,603,067
Special Service Areas	\$ -	\$	-
Committed			
Maintenance of Roadways	\$ -	\$	-
Assigned			
Lake Restoration	\$ -	\$	-
Unassigned			
General Fund	\$ 9,545,408	\$	-
Total Fund Balances	\$ 9,878,620	\$	1,603,067

*Same numbers used from 12/31/2017 CAFR for representation purposes only

The Governmental Accounting Standards Board (GASB) issued statement number 54, Fund Balance Reporting and Governmental Fund Type Definitions, in 2009 which identified five different types of classifications available for fund balance:

- *Nonspendable* – amounts that are not in a spendable form or are required to be maintained intact (inventory, prepaids)
- *Restricted* – amounts constrained to specific purposes by their providers through constitutional provisions, or by enabling legislation (grantors, bondholders, higher level of government)
- *Committed* – amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported a committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
- *Assigned* – amounts a government *intends* to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority
- *Unassigned* – amounts that are available for any purpose; these amounts are reported only in the General Fund

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2018- 14

A Resolution For Committed Fund Balance

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 establishing a hierarchy clarifying the constraints that govern how a government entity can use amounts reported as fund balance; AND

WHEREAS, the Village Board of Trustees is the highest level of decision-making authority, and has the authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; AND

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Village Board of Trustees; AND

WHEREAS, once the committed fund balance constraints are imposed, it requires the constraint to be removed by the Village Board of Trustees prior to redirecting the funds for other purposes; AND

WHEREAS, the Village Board of Trustees has determined it will commit fund balance from the General Fund for the year ending December 31, 2018 for the purpose of maintenance of roadways. The amount will be determined after year end and finalized through the annual audit process.

NOW, THEREFORE, be it resolved, that the Village Board of Trustees of the Village of Lake in the Hills, in accordance with the provisions of GASB 54 hereby commits General Fund Balance for future maintenance of roadways expenditures within that, as indicated by the Committed Fund classification, cannot be used for any purpose other than directed above, unless the Village Board of Trustees adopts another resolution to remove or change the constraint.

Passed this 13th day of December, 2018 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	X	_____	_____	_____
Trustee Ray Bogdanowski	X	_____	_____	_____
Trustee Bob Huckins	X	_____	_____	_____
Trustee Bill Dustin	X	_____	_____	_____
Trustee Suzanne Artinghelli	X	_____	_____	_____
Trustee Suzette Bojarski	X	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 13TH DAY OF DECEMBER, 2018

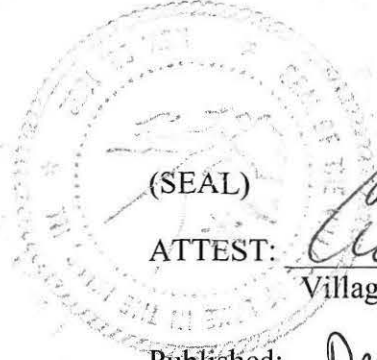
Russ Ruzanski
Village President, Russ Ruzanski

(SEAL)

ATTEST:

Cecilia Carman
Village Clerk, Cecilia Carman

Published: December 14, 2018





REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

DEPARTMENT: Finance

SUBJECT: Amending Chapter 32, Section 32.03 Electronic or Mechanical Amusement Devices, of the Municipal Code

EXECUTIVE SUMMARY

Attached please find an Ordinance amending Chapter 32, Section 32.03 "Electronic or Mechanical Amusement Devices" of the Municipal Code. In total, there are approximately 9 electronic or mechanical amusement devices due for renewal from Steak N' Shake, American Legion Post #1231 and the Lake in the Hills Property Owners Association. The fee is \$30 per device for Steak N' Shake and \$1.00 per device for American Legion Post #1231 and the Lake in the Hills Property Owners Association, up to five devices, and each additional device is \$30.

Currently, the annual revenues are just under \$100, while the expenses associated with these few machines consists of staff time budgeting and reminding businesses to renew, collecting and processing the fees, and purchasing permit stickers. Historically, enforcement on these devices has not been a high priority of the Village. Staff feels that the time and costs far outweigh the benefit and revenue generated. In alignment with the Strategic Plan, it is being recommended to amend Chapter 32 and remove the requirement of permitting these few devices within the Village. This will also alleviate the burden placed on two of our not-for-profit organizations in the Village.

FINANCIAL IMPACT

In 2018, the Village received \$96.00 in revenue from electronic or mechanical amusement device licenses. The 2019 Budget estimates \$97.00 could be collected this fiscal year.

ATTACHMENTS

1. Proposed Ordinance for changes to Chapter 32, Section 32.03 "Electronic or Mechanical Amusement Devices", of the Municipal Code

RECOMMENDED MOTION

Motion to approve the ordinance amending changes to Chapter 32, Section 32.03 Electronic or Mechanical Amusement Devices of the Municipal Code.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2019-_____

**An Ordinance Amending Chapter 32, Section 32.03,
"Electronic or Mechanical Amusement Devices",
of the Lake in the Hills Municipal Code**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois, as follows:

SECTION 1: That Chapter 32, Section 32.03, Electronic or Mechanical Amusement Devices, of the Lake in the Hills Municipal Code shall be removed in its entirety and all sections following will be renumbered as follows:

**CHAPTER 32
BUSINESS REGULATIONS**

- 32.01 Business Registration
- 32.02 Vending Machines
- ~~32.03 Electronic or Mechanical Amusement Devices~~
- 32.043 Industrial Revenue Bonds
- 32.054 Massage Establishments

~~**32.03 ELECTRONIC OR MECHANICAL AMUSEMENT DEVICES**~~

~~— A. LICENSE REQUIRED: No person shall have or keep in any place of public resort in the Village any electronic or mechanical amusement devices without a license to do so from the Village. Applications for said licenses shall be made in writing to the Village. Such applications shall contain the name of the applicant, address at which such electronic or mechanical amusement devices are to be kept and the number of such devices, and shall be filed with the Village together with the license fee hereinafter required. The regulations and requirements of this Section 32.03-A shall not apply to video gaming terminals authorized and licensed by the State and Village pursuant to the Illinois Video Gaming Act and its rules and regulations.~~

~~— B. ANNUAL FEE: The annual fee for a license as herein required shall be \$30.00 for each machine and control unit for which a usage~~

~~fee is charged. The annual fee shall be due and payable on the 30th day of April of each year. All issued licenses shall expire on the 30th day of April of the following year.~~

~~— The license fee for any not for profit organization, or organization that does not charge a fee for use of said machine, shall be \$1.00 each for the first five machines. For each machine over five, the license fee shall be \$30.00 for each machine.~~

~~— C. REPLACEMENT OF LICENSE: Whenever a licensed electronic or mechanical amusement machine is replaced during the fiscal year a replacement license must be purchased; the licensee will pay a \$2.00 transfer fee.~~

~~— D. ISSUANCE: No license shall be issued except upon approval by the President and Board of Trustees. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses prior to the issuance of a license pursuant to this Section 32.03. Upon approval of the application and payment of the license fee, the Village shall issue a stamp bearing a notation, "Village of Lake in the Hills license expiring June 30, 20___". One license shall be issued for each device licensed and it shall be placed in a conspicuous place and so affixed that it cannot be transferred from one machine to another.~~

~~— E. PLACEMENT OF DEVICES, GAMBLING DEVICES REGULATED: All such devices shall at all times be kept and placed in plain view of any person or persons who may frequent or be in any place of business where such devices are kept or used. Nothing in this article shall be construed to authorize, permit or license any gambling device of any nature whatsoever except as specifically authorized in Section 33.31 of this Code.~~

~~F. INSPECTION: The Building Commissioner or designee shall inspect or cause the inspection of any place or building in which any such device or devices are operated or set up for operation and to inspect, investigate and test such devices.~~

~~— G. REVOCATION: In addition to any penalty imposed, the President and Board of Trustees may revoke such license for any violation of this Section 32.03 or of any ordinance pertaining to the conduct of such business.~~

~~— H. CURFEW: Any device licensed under this Section 32.03 shall not be operated between the hour of 12:01 a.m. Saturday and 6 a.m. Saturday and between 12:01 a.m. Sunday and 6 a.m. on Sunday; and between the hours of 11 p.m. and 6 a.m. on any other day of the week unless it is located in an establishment selling alcoholic liquor.~~

~~— I. ADULT SUPERVISION: The use and operation of any device licensed under this section shall at all times be supervised by at~~

~~least one person over the age of 21 years.~~

~~J. PENALTY: any person, firm or corporation violating this Section 32.03 shall be fined not less than \$50.00 nor more than \$500.00 for each offense; and a separate offense shall be deemed committed on each day of which a violation occurs or continues.~~

32.043 INDUSTRIAL REVENUE BONDS

32.054 MASSAGE ESTABLISHMENTS

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of April 2019 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzanne Artinghelli	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF APRIL 2019

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the 2019 Indian Trail Beach Parking Lot Replacement

EXECUTIVE SUMMARY

As part of the Village's parking lot replacement schedule, the southeast portion of the Indian Trail Beach Parking Lot was approved in the 2019 budget for replacement. Village staff authored a Request For Proposal (RFP) and on March 25, 2019, the RFP was sent to 30 resurfacing companies, posted on the Village's website, and published in the Northwest Herald. On April 8, 2019, eleven RFP submittals were received and pricing ranged from a low of \$23,622.00 from Chadwick Contracting of Lake in the Hills, IL, to a high of \$48,476.25. Chadwick's low price of \$23,622.00 is \$1,378.00 under the budgeted amount of \$25,000.00. Chadwick has worked on similar projects for the Village in the past and staff have been pleased with their performance. As such, Village staff recommend awarding this project to Chadwick Contracting of Lake in the Hills, IL.

FINANCIAL IMPACT

The Village's 2019 budget includes \$25,000.00 for this project in the Capital Improvement Fund and Chadwick's low price of \$23,622.00 is \$1,378.00 under the budgeted amount of \$25,000.00.

ATTACHMENTS

1. Recommendation to Award Memo
2. Bid Results
3. Bid Certification Form
4. Capital Asset Request Form

RECOMMENDED MOTION

Motion to award a contract to Chadwick Contracting of Lake in the Hills, IL, for the 2019 Indian Trail Beach parking lot replacement contract in the amount of \$23,622.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Guy Fehrman, Superintendent of Streets
Date: April 11, 2019
Subject: Recommendation for the 2019 Indian Trail Beach Parking Lot Replacement Award

On April 8, 2019, Public Works received eleven sealed bids for the replacement of the southeast portion of the Indian Trail Beach parking lot. The remaining area of the lot is still in good condition and does not warrant replacement at this time. Chadwick Contracting submitted the lowest bid of the eleven. Chadwick Contracting has performed several projects for the Village in the past and staff have been pleased with the quality of their work. Staff recommends awarding the parking lot replacement contract to Chadwick Contracting as the lowest responsible bidder that meets the specifications of the RFP.

The Village's 2019 budget includes \$25,000.00 for this project in the Capital Improvement Fund and Chadwick's low price of \$23,622.00 is \$1,378.00 under the budgeted amount of \$25,000.00.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Dan Kaup, Public Works Director
From: Guy Fehrman, Street Superintendent
Date: April 8, 2019
Subject: Indian Trail Beach Parking Lot RFP Results

Eleven proposals were received and opened today at 10 a.m., for the Indian Trail Beach Parking Lot RFP. Those present were Mr. Drew Mertes of Accu-Paving, Mr. Jon Nordgren of Troch McNeil Paving Company Inc., Mr. Terry Todd of TAT Enterprises, Mr. Jack Lawson of Schroeder Asphalt Services Inc., Ms. Eugenie Geske of Geske & Sons, Peter D'Agostino, Guy Fehrman and Cheryl Rothenbach of the Lake in the Hills Public Works Department. The RFP submittals were as follows:

COMPANY	BID
Chadwick Contracting	\$23,622.00
Champion Paving	\$24,490.00
TAT Enterprises Inc.	\$25,000.00
Troch McNeil Paving Company Inc.	\$25,000.00
Patriot Maintenance Inc.	\$26,000.00
Accu-Paving	\$26,700.00
Chicagoland Paving Contractors Inc.	\$29,000.00
Schroeder Asphalt Services Inc.	\$31,390.00
Geske & Sons Inc.	\$32,795.00
Maneval Construction	\$39,600.00
Lorusso Cement Contractors Inc.	\$48,476.25

The RFP opening concluded at 10:08 a.m.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM

CONTRACTOR'S NAME: CHADWICK CONTRACTING
ADDRESS: 12 Prosper Court
LITH, IL 60156

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

TWENTY THREE THOUSAND SIX HUNDRED AND TWENTY TWO
FOR THE LUMP SUM OF _____ Dollars (\$ *23,622*)

[Include breakdown of unit and total prices for items as required.]

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said Indian Trail Beach Parking Lot Replacement, [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2019.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Indian Trail Beach Parking Lot Replacement, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.
- D. In the event of a delay to the Indian Trail Beach Parking Lot Replacement Completion Date as per the Contract Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to Village of Lake in the Hills at a rate of \$200 per day of delay.

Dated at _____ this 8th day of April, 2019

By: [Signature]
(Signature)

Its: PRESIDENT
Title

CHAD JOHNSON _____, being duly sworn, deposes and states that he/she is the _____
PRESIDENT of CHADWICK CONTRACTING and that the statement above is

true and correct. Subscribed and sworn before me this 8th day of APRIL, 2019

(NOTARY STAMP) _____
Notary Public Judy Mergele



VILLAGE OF LAKE IN THE HILLS
Accepted this _____ day of _____, 2019

By: _____
(signature)

Title: _____

CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Community Services
DIVISION:	Parks and Recreation

NAME OF ASSET OR PROJECT TITLE:

Indian Trail Beach Main Parking Lot Resurfacing

TOTAL EXPECTED COST:

\$25,000.00

DESCRIPTION:

Indian Trail Beach Main Parking Lot Resurfacing

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: The Indian Trail Beach parking lot is in need of resurfacing due to normal use wear and tear. Resurfacing will reduce repairs and other maintenance issues.
- 2: The beach is enjoyed by many visitors during the summer months and it is imperative that the parking lot be functional and safe.
- 3: Expected costs is based on a contractor performing the work.

