



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JUNE 11, 2024
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations and Enforcement for Club 400
 2. Waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party
 3. Special Event Permit and Support Requests for the Rockin' Rotary Ribfest
 4. Personnel Rules & Regulations
 - B. Finance
 1. Review of Accounts Receivable Balances
 2. Ordinance approving a Collection Services Agreement with Municipal Collections of America, Inc.
 - C. Parks & Recreation
 1. Northern Illinois Special Recreation Association Membership Dues
5. Board of Trustees
6. Village President
7. 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) 960-7400 [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: June 11, 2024

DEPARTMENT: Administration

SUBJECT: Request waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code and waiver of Sign Regulations & Enforcement for Club 400

EXECUTIVE SUMMARY

Attached please find a letter from Stewart McVicar, with Club 400, requesting enforcement activities be suspended to allow the placement of temporary signage on Henry Lane. He has also requested a waiver of the provisions of Section 43.09, Noise, of the Municipal Code to allow music to be played from 6:00pm until 10:30pm at events being held by Club 400 at 3090 Henry Lane on Monday, June 24, 2024 and Tuesday, June 25, 2024. Finally, he requests that parking be allowed on the following streets for approximately 100-250 guests:

- Northside of Gladstone
- Eastside of Henry Lane
- Southside of Gateway
- Eastside of Albrecht

Accordingly, the police department will place signage restricting parking to only one side of the street during the events. This will alleviate street congestion and allow for better traffic flow for residents and emergency vehicle access if necessary.

Club 400 will also be applying for a one-day Event Permit Liquor License for each of the events.

Mr. McVicar will be present at the June 11, 2024 Committee of the Whole meeting.

FINANCIAL IMPACT

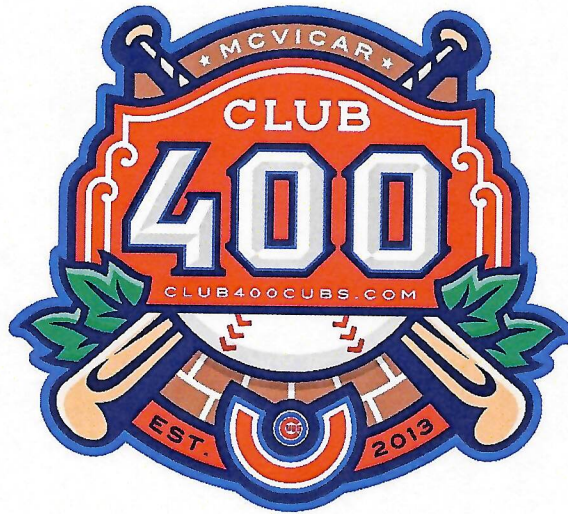
None.

ATTACHMENTS

1. Club 400 Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, "Noise" from 6:00pm until 10:30pm, suspend enforcement activities to allow the installation of temporary signage on Henry Lane, and allow parking for approximately 100-250 guests for the events being held by Club 400 on June 24, 2024 and June 25, 2024 at 3090 Henry Lane.



Nancy Sujet
Village of Lake in the Hills
Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

Via Email to: Nancy Sujet, nsujet@lith.org

RE: Stewart McVicar/Club 400 2024 Event

Dear Nancy,

Club 400 and Stewart McVicar request a waiver of enforcement for noise, posting temporary signage, and parking ordinance requirements on Monday June 24th and Tuesday, June 25th , from 6:00 p.m. until 10:00 p.m.

- On Monday, June 24th , Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a private event with 100 guests. This event will be a FREE event for ALL guests invited to attend. No ticket purchase required
- On Tuesday, June 25th , Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a public Charity event with approx. 250 guests. Approximately 200 tickets will be sold. A ticket to the event includes food, drink, a meet-and-greet with the celebrities, and an auction of donated Cubs memorabilia.

Both events are set to commence at 6:00 p.m. with some guests and volunteers arriving early for set-up. The event is set to conclude at approximately 10:00 p.m. with some guests and volunteers to remain on site later for clean-up. Temporary signs will be placed on the property at 3090 Henry Lane, LITH, and will not be posted elsewhere in the village.

Both events will feature 1984 Chicago Cubs players/celebrities. Money raised on ticketed event on Tuesday will benefit Ryne Sandberg's charity of choice (Prostate Cancer) .

The event will be catered by a local restaurant, and food permits will be in place to serve food and drink by McHenry County Health Department. Beer, wine, and soft drinks will be served. We will have off-duty police checking IDs and handing out wristbands that will signify a person is 21 years of age or over. All servers will carry Bassett certification and are trained to look for wristbands, underage drinkers, and intoxicated individuals. The property is also fenced in on 3 sides with only one entrance into and out of the event.

Parking will be restricted to one side of the street to ensure emergency vehicle access to the property. Parking will be available as follows, with "No Parking" signs on the opposite side of the streets: north side of Gladstone, east side of Henry Lane, south side of Gateway, and east side of Albrecht. In addition, a shuttle service will be operating to take attendees from the parking lots near Red Tail Golf Course to the event to reduce parking on the streets.

We have a special event certification of insurance for general liability, which includes host liquor for the event. Our applications for Event Permits from the Village ASAP. We do not anticipate any issues with insurance or securing the appropriate permits.

Please let me know if you have any questions at this time or need clarification. We appreciate your consideration of these requests. If possible, we would like our requests placed on the agenda for an upcoming board meeting. Thank you for your time and consideration.

Sincerely,


Stewart McVicar

Ray Bogdanowski, rbogdanowski@lith.org

Shannon Andrews, sandrews@lith.org

Bradford Stewart, bstewart@lith.org

Stewart McVicar, stewartmcvicar@yahoo.com



REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024

DEPARTMENT: Administration

SUBJECT: Waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code for Boulder Ridge Country Club Annual Outdoor Party

EXECUTIVE SUMMARY

Boulder Ridge Country Club is requesting the Village Board to waive the provisions of Section 43.09 of the Municipal Code for their annual Outdoor Party on Friday, July 26, 2024 for their members and invited guests. The entertainment for the event is "Modern Day Romeos". The band will perform from 7:30pm to 10:30pm on their outdoor patio. Staff recommends extending the time until 11pm, in case the band performs beyond 10:30pm.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boulder Ridge Country Club Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, Noise, of the Lake in the Hills Municipal Code, to allow Boulder Ridge Country Club to host their Annual Outdoor Party until 11pm on Friday, July 26, 2024.



Clubhouse:
350 Boulder Drive, Lake in the Hills, IL 60156
(847) 854-3010
Fax (847) 854-1081
www.boulderridge.com

May 17, 2024

Ms. Shannon Andrews
Village Administrator
600 Harvest Gate
Lake in the Hills, IL 60156

Re: Request for Variance of Village Code 43.09. NOISE

Dear Ms. Andrews,

Boulder Ridge Country Club is requesting a variance of Village Code 43.09, NOISE. The country club is hosting our annual outdoor concert on Friday July 26, 2024 for our members and their invited guests. The entertainment for this private outdoor event is "Modern Day Romeos" a local cover band. They are well known in the Chicagoland area performing at many clubs and festivals. The band is scheduled to perform from 7:30 to 10:30 pm.

I hope the village board would look favorably upon my request and if there is any additional information required, I would be more than willing to provide that to you. Thank you in advance for your consideration.

Regards,

Thomas DeLouise
General Manager
Boulder Ridge Country Club



REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024

DEPARTMENT: Administration

SUBJECT: Special Event Permit and Support Requests for the Rockin' Rotary Ribfest

EXECUTIVE SUMMARY

The Rockin' Rotary Ribfest is the signature fundraising event for the Lake in the Hills Rotary Club and is a family-oriented event that features nationally renowned professional rib vendors, live entertainment, and a carnival. The proposed dates for the 2024 festival are Thursday, July 11 through Sunday, July 14.

The Rotary Club has submitted a special event permit application for the event. Consistent with previous annual requests, the Club is requesting to hold the event at Sunset Park with the flexibility to work with staff to select an ideal layout from previous designs or variations thereof. Furthermore, to successfully host an event of this size and scale, the Club requires the support of Public Works and Police staff, as well as the following waivers, which are being requested for the 2024 event:

- All Police and Public Works staff regular hourly rates associated with the event (overtime is excluded)
- Water meter rental charge (\$800 or \$200/day x 4) and water consumption charge
- Special Event Permit Fees including: application fee (\$25), refundable deposit (\$1,000), Incident Action Plan Review fee (\$300), tent inspection fees (\$300 or \$100/tent x 3), stage inspection fee (\$100), electrical generator inspection fee (\$30), and rental fee (\$35) for Sunset Park
- Liquor License fee (\$25)
- Section 43.09, Noise, of the Municipal Code to allow announcements and to play music until 11:00 p.m. on Thursday, July 11, through Saturday, July 14, 2024. The music on Sunday ends by 7:00 p.m.

Staff has been in contact with representatives from the Rotary and Windy City Amusements to discuss additional safety and security measures that will be required for the carnival. Windy City will be providing a 6' chain link fencing around the perimeter of the carnival grounds with defined points of entry and exit. In addition, staff recommends that face coverings be prohibited at the event as a condition of the Special Event Permit. The Rotary representatives expressed their commitment to doing what is necessary to host a safe and successful event.

FINANCIAL IMPACT

The following is a summary of the estimated financial impact of the event for 2024:

- Police Department - \$23,150.35 in overtime wages
- Public Works Department - \$3,171.59 in overtime wages and \$1,857.60 in diesel fuel costs
- Fees waivers totaling \$2,615 of which \$1,000 would be refundable.

ATTACHMENTS

1. Village Support Request letter from Lake in the Hills Rotary Club
2. Special Event Permit Application

SUGGESTED DIRECTION

Motion to approve the Special Event Permit and Village support requests for the Lake in the Hills Rotary Club's Rockin' Rotary Ribfest scheduled for July 11 through July 14, 2024, subject to the restriction of face coverings at the event.



April 10, 2024

Lake in the Hills Rotary Club

PO Box 7386

Algonquin, IL 60102

Re: Village Support Request for 2024 Rotary Rockin' Ribfest

Dear Village President Mr. Ray Bogdanowski and Village Trustees;

On behalf of the Rotary Club of Lake in the Hills, we would like to thank you and the Village for your continuing and generous support of the Rockin' Rotary RibFest events. Your support empowers our club to reinvest in the community by gifting to local service groups and aiding them in their efforts to serve our neighbors. We also donate to organizations across McHenry County, as well as champion international service projects.

In 2024, the 18th annual Rockin' Rotary RibFest event will be held from Thursday July 11th through Sunday July 14th.

The Rotary Club of Lake in the Hills would like to formally request, as in previous years, that the Village consider waiving the following:

- Waiver of liquor license fee
- Waiver of the deposit and rental fee for Sunset Park
- Waiver of any equipment use charges
- Waiver of all the Public Works fees associated with the installation of and dismantling of more limited fencing needs than in the past, parking lot rope and water hook up
- Waiver of regular hourly fees associated with the event. The Rotary Club of Lake in the Hills is, however, prepared to pay for overtime labor on an as needed basis, mirroring what we did in the past regarding both the Village Police and Public Works Department.
- We have contracted Windy City Amusements for the carnival, and request any fees associated with that portion of our event also be waived.

We also request permission to install temporary event signage at the specified locations noted below for the purpose of advertisement:

Algonquin & Randall, Acorn & Randall, Miller & Randall

Miller & Lakewood, Lakewood & Algonquin, Square Barn & Algonquin

Pyott & Rakow, Crystal Lake & Algonquin, Pyott & Algonquin,

Virginia & Route 31, Hilltop & Algonquin, Polaris & Randall,

Harvest Gate & Algonquin, Ackman & Haligus, Route 47 & Ackman

Thank you for your consideration. We value your partnership and are grateful for your commitment to making a meaningful impact on our community. If you have any further questions or would like more information, please do not hesitate to reach out.

Kindly,

A handwritten signature in black ink, appearing to read "Lindsay Herrera". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Lindsay Herrera

Co-chair

Rockin' Rotary RibFest 2024

Rotary Club of Lake in the Hills

SPECIAL EVENT TITLE: Rockin' Rotary RibFest 2024

SPECIAL EVENT INFORMATION

Event Location Sunset Park
 Event Description 4 day food & music event sponsored by: LITH Rotary Club
 Start Date July 11, 2024 End Date July 14, 2024
 Start Time 07/11/24-4:30pm & 07/13/24-10:30am End Time 07/11/24/13-10:30pm & 07/14-7:00pm
 Expected Attendance 18,000 # Working the Event 100 volunteers
 Event Website www.rockinrotaryribfest.com Admission Fee \$5.00
 How will revenue be used Various service projects in the community both locally & intrn'l. scholarships, grants, etc

SPONSORING ORGANIZATION

Name Rotary Club of Lake in the Hills Contact Lindsay Herrera / Jackie Merritt
 Address P.O. Box 7386
 City, State, Zip Algonquin, IL 60102
 E-mail lithrotaryclub@gmail.com Phone Lindsay: 815-546-9415
Jackie: 847-561-6917

EVENT COORDINATOR

Name Co Chairs: Lindsay Herrera & Jackie Merritt
 Home Address 436 Meridian St.
 City, State, Zip Village of Lakewood, IL 60014
 E-mail vacuespresso@gmail.com Phone Lindsay: 815-546-9415
Jackie: 815-561-6917

SUBMISSION REQUIREMENTS

Check all of the following that apply and submit the requirements outlined in the marked fields. Attach additional pages as necessary.

- 1. Use of a Public Site** – Select this box if the event will require the use of a public site. The use of a public site requires the submission of a site plan. Site plans are not required to be professionally drawn, but must be legible, and provide sufficient detail to paint a picture of what your event will look like.

The following is a list of minimum requirements that the site plan should meet:

- Location of Event
- Location of Food tents, service area and/or trucks/vendors
- Location of Alcohol, marking the area being restricted to over 21
- Location of Portable Restrooms
- Location of stages/temporary structures, buildings, fire lanes, streets, sidewalks, alleys and fencing, which must indicate locations of exits and gates
- Location of carnival, if applicable
- Waste Collection Sites and Refuse Removal Plan
- Parking location and vehicle/pedestrian circulation plan

- Any other specific details of the layout for the event
- 2. Use of Public Roadway(s)** – Select this box if the event will require the use of a public roadway. Special Events that require the closure of a public roadway or the temporary obstruction of traffic flow require the submission of a traffic control plan. The traffic control plan must include the following:
- Traffic layout for safety purposes
 - Route map
 - Location of directional signage
 - Location of other signage
 - Location of barricades
 - Power/extension cords
 - Parking areas

Traffic Control. Only Lake in the Hills police officers, community service officers, or police explorers shall be used for traffic control on Village streets or in Village right-of-way for special events, unless the police chief provides an exemption per Village Ordinance. Fees for traffic control services will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided by the Village and/or Police Department staff unless waived by the Village Board.

- 3. Serving / Selling Food** – Select this box if you will be serving or selling food. If food is prepared or served, the special event must comply with all applicable local, state and county rules, regulations, and laws. Provide copies of each permit application submitted by the McHenry County Department of Health for all participating food vendors. Sales Tax Responsibility on Vendor
- 4. Temporary Signage** – Select this box if you require temporary signage for this event. The request must include a description of the sign(s), dimensions, dates of display, and the specific location where the sign(s) is to be displayed. 4 weeks ahead on 06/15/24
- 5. Non-Highway Vehicles** – Select this box if you are requesting the use of non-highway vehicles by special event organizers, staff or volunteers. Provide a description of the non-highway vehicles (ATV, golf cart or similar) requested to be used. Provide a list of the individuals who will be authorized to operate the vehicles.

For purposes of public safety, non-highway vehicles:

- a. Should use roads closed to public traffic. If used on a public road, compliance with the Illinois statutory requirements of 625 ILCS 5/11-1426.1 shall be followed;
 - b. Must comply with Illinois statutory requirements of 625 ILCS 5/11-1426.1(e);
 - c. Shall only be operated by someone with a valid driver's license, and in compliance with Illinois statutory requirements of 625 ILCS 5/11-1426.1(g), 5/11-1427; and
 - d. Operated by a person who is in actual physical control of a non-highway vehicle on a roadway while under the influence is subject to sections 11-500 through 11-502 of the Illinois Vehicle Code;
 - e. Shall be operated as to yield to all pedestrian and vehicular traffic which constitutes a hazard; and
 - f. Shall only be operated on Village Property as allowed by Village Ordinance.
- 6. Carnival** – Select this box if you are requesting a carnival. The applicant must include the following as part of the application for a special event:
- a. A statement verifying that the carnival operator does not employ any child sex offenders.
 - b. A statement verifying that none of the carnival operator's employees are fugitives from

Illinois or any other state's law enforcement agencies.

- c. An accurate and comprehensive list of carnival workers, including, for example, driver's license information, social security information, etc. The carnival operator shall also keep this list on site and available for inspection.
- d. A statement verifying that the carnival operator has conducted a criminal background check on each employee.
- e. A statement verifying that the carnival operator conducts pre-employment or random drug testing of employees.
- f. All carnival employees must keep government-issued photo identification (such as a state-issued identification card or driver's license) on their person at all times during the public event. The government-issued identification must be presented at any time to an officer of the Village upon request.
- g. Information provided above is subject to verification by the Lake in the Hills Police Department.

7. Tents or Temporary Structures – Select this box if you are planning to use tents or other temporary structures, such as staging, etc. Any tent, canopy, and/or temporary structure erected to house all or part of an event shall require the submission of any manufacturer's documentation, a Certificate of Flame Resistance, wind rating, and associated safety information. Anchoring must be coordinated with J.U.L.I.E. and shall not penetrate pavement. Construction of a temporary structure may require a building permit or inspections, which will be charged in accordance with the fee schedule. All tents or temporary structures must be removed within three (3) days of the completion of the event.

8. Sound Amplification – Select this box if sound amplification will be used at the event. The Applicant's signature on this application will serve as an acknowledgement of the applicant's review of Section 43.09 of the Municipal Code.

Check this box if you are requesting a Waiver of Noise Ordinance; Waivers to the Noise Ordinance are subject to Village Board approval.

9. Lighting and Sound Systems Utilization – Lighting, sound, and/or stage systems will be inspected by the Village. All proposed lighting and sound system utilization and the location thereof, shall be subject to Village approval prior to issuance of the respective Special Event Permit.

10. Electrical – Select this box if your event will require electrical. Special events requiring electrical may require an inspection. A line drawing shall be submitted with the application indicating each device being used, its fusing, and its power source. In addition, for all temporary power sources, a description, source, location contractor name, contact information and a copy of the contractor's license must be submitted with the application. 4 generators

11. Exterior Propane Tanks. Propane tanks supplying heating and cooking devices are allowed in open, external to permanent structures or vehicles, uncovered areas only and shall not be under tents. All propane tanks must be secured and cannot exceed 100 lbs.

12. Emergency Action Plan (Minor Special Events) – For a minor special event (outdoor sales event, athletic event, small open-air gathering), an event organizer shall prepare an emergency action plan for a special event that is based on the estimated number of attendees and, at a minimum, includes:

- a. On-site security for attendees and property;
- b. On-site medical coverage, number of a level of certification of emergency medical responders, and the 911 access that will be utilized for the special event;

- c. Fire safety plan;
- d. Weather related evacuation and cancellation plans; and
- e. Documents required in the Special Events Application.

When required for a special event, the number of police officers, emergency medical providers, and fire department employees required for a special event must be based on guidelines established by each separate department.

- 13. Incident Action Plan (Major Special Events)** – For major special events, the event organizer shall work with the police department in the development of an incident action plan (IAP). For major special events (parades, festivals, carnivals, etc.), the event organizer shall designate a person(s) to provide the necessary information and documents to the police department representative who shall have the responsibility of the development of an Incident Action Plan. All requested documents and/or information requested for the Incident Action Plan shall be provided to the police department representative no later than 60 days prior to the start of the event. Non-compliance with requests for documentation and/or information as needed is grounds for cancellation of the special event.

When required for a special event, the number of police officers, emergency medical providers, and fire department employees required for a special event must be based on guidelines established by each separate department.

- 14. Public Safety/Police Services** – Select this box if your event will require additional public safety or police services. Provide a description of your safety plan and list of requested services. If police officers or other Village staff are used for an event, the applicant shall be responsible for their costs. Fees will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided.

During the event permitting process, the Lake in the Hills Police Department will review each application and provide requirements on the number of sworn officers or other security needed for the special event. The Lake in the Hills Police Department has final authority to require a minimum number of police officers, licensed private security guards, and/or volunteers to staff the proposed event. The Lake in the Hills Police Department has the authority to adjust the scale and certain aspects of the event in order to provide a safe and secure environment.

An event organizer may hire private security, for personal safety or property security during a special event to supplement the services provided by the Lake in the Hills Police Department. Private security employed must:

- a. Be in uniform;
- b. Be able to contact police, fire, or emergency medical services if necessary;
- c. Remain on-site during the special event, including while the special event is completed and through the take-down process;
- d. Be licensed by the State of Illinois;
- e. Provide necessary documents to show they have been insured and bonded;
- f. Not consume any alcoholic beverages or participate in the special event; and
- g. Meet with the Lake in the Hills Police Department prior to the event to establish guidelines.

The supervising sergeant/officer in charge at a special event may, at his or her discretion, reduce the number of peace officers posted at a special event.

Unless a peace officer has been authorized by the police chief, or is otherwise on duty and acting in an official capacity of their agency, only peace officers or police explorers commissioned by the Village

of Lake in the Hills shall be used for traffic control on Village streets or in Village right-of-way for special events, as defined by municipal code.

Exemption: Depending on the size, location and scope of the event, the police chief can make the determination to allow volunteers for traffic control.

- 15. Public Works Services** – Select this box if your event will require additional public works services (ex. barricades, cones). Provide a description of the requested services. Fees will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided.
- 16. Medical Services** – Explain what provisions have been made for first aid and emergency medical services. Paramedics may be required at your event at the applicant’s expense based upon a full review from the Fire Protection District having jurisdiction over this event.
- 17. Indemnification Agreement, Waiver and Release** – As a condition of approval of the proposed special event permit, the applicant shall be required to submit an Indemnification Agreement, Waiver and Release provided by the Village.
- 18. Insurance** – Without limiting the applicant’s indemnification of the Village, the applicant shall provide and maintain at his/her own expense for the special event, the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the event. All such insurance shall be secured through a carrier(s) satisfactory to the Village. Rotary International

The applicant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds on a primary and non-contributory basis under the policy or coverage by original endorsement, and with original endorsements affecting coverage required by this clause. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010 or CG 2026. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The Village’s insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its agents, employees, and officers except with respect to the sole negligence of the Village.

- a. Commercial General Liability: Special events require a \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of twice the required occurrence limit.
- b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Liquor Liability (if applicable): maintain a minimum of \$1,000,000 per occurrence for bodily injury, and property damage, with an aggregate of twice the required occurrence limit.
- d. Workers’ Compensation and Employers’ Liability (if applicable): Workers’ Compensation coverage with statutory limits and employers’ liability limits of \$500,000 per accident. This requirement only applies when a sponsor is using employees (not subcontractors or vendors) as part of the event set-up, take down or working in relation to the event.

With reasonable notice to the sponsors and event organizers, the Village reserves the right to require insurance of the event sponsors, organizers, and vendors other than that specifically provided herein,

and to change the minimum acceptable limits of liability based on the Village's determination, in its sole discretion, that the risk presented by the public event warrants such changes. The Village does not warrant or represent that the specified insurance is adequate to protect the interests or liabilities of the sponsor, organizer, or vendors.

All insurance documents must be submitted not less than 30 days prior to the event. A public event permit cannot be issued without approved insurance.

Optional Additional Licensing

Serving/Selling Alcohol

Check the box if you are planning to serve or sell liquor at your event. A written request for either a Daily Liquor License or Event Permit will be required. Event staff serving alcohol or checking identification will be mandated to take Beverage Alcohol Sellers and Servers Education and Training (BASSET). For more information, visit the following page on the Village's website: [Liquor License Request](#)

Raffle License

Check the box if you are planning to hold a raffle at your event. A separate raffle license will be required. For more information or to download an application, visit the following page on the Village's website: [Raffle License Application](#)

Affidavit of Applicant

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Lake in the Hills to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Lake in the Hills Municipal Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Lake in the Hills, the State of Illinois, and the United States of America in the conduct of the Special Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above-named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

The undersigned represents it has full authority to execute this Special Event Permit Application and Hold Harmless Agreement on behalf of the Permittee/Licensee.


Signature of Applicant

04/09/24
Date

Lindsay Herrera
Printed Name of Applicant

SPECIAL EVENT FEE SCHEDULE

Application Fee	\$25
Background Checks	\$50/ea.
Barricade Replacement Cost*	\$50/ea.
Cone Replacement Cost*	\$15/ea.

** There is no cost for barricades or cones, provided they are returned in the same condition as received, to the Public Works Department on the business day following the completion of the event.*

Emergency Action Plan Review (Minor Special Events)	\$150
Incident Action Plan Review (Major Special Events)	\$300

Inspection Fees

Tents (120 sq. ft or larger)	\$100/tent
Tents (mini popup, less than 120 sq. feet each)	\$100/event
Stages (Constructed or prefabricated)	\$100
Lighting & Sound (included with stages or tents)	\$0
Electrical generator(s)	\$30/event
Miscellaneous electric	\$30
Public Safety/Police Services	As quoted
Public Works Services	As quoted
Security Deposit (refundable)	\$1,000

The deposit fee is required for all special events. Damage to Village property or equipment that exceeds the security deposit will be the responsibility of the sponsoring organization.

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

As a condition of this permit being issued, to the fullest extent permitted by law, the Permittee/Licensee hereby indemnifies, defends, and holds harmless the Village, its officials, employees and agents from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of the Permittee/Licensee, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Permittee/Licensee, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm, including any workers compensation suits, liability, or expense, arising from or connected with the activities, operations or services performed by or on behalf of the Permittee/Licensee by any person, or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its agents, employees or officials under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

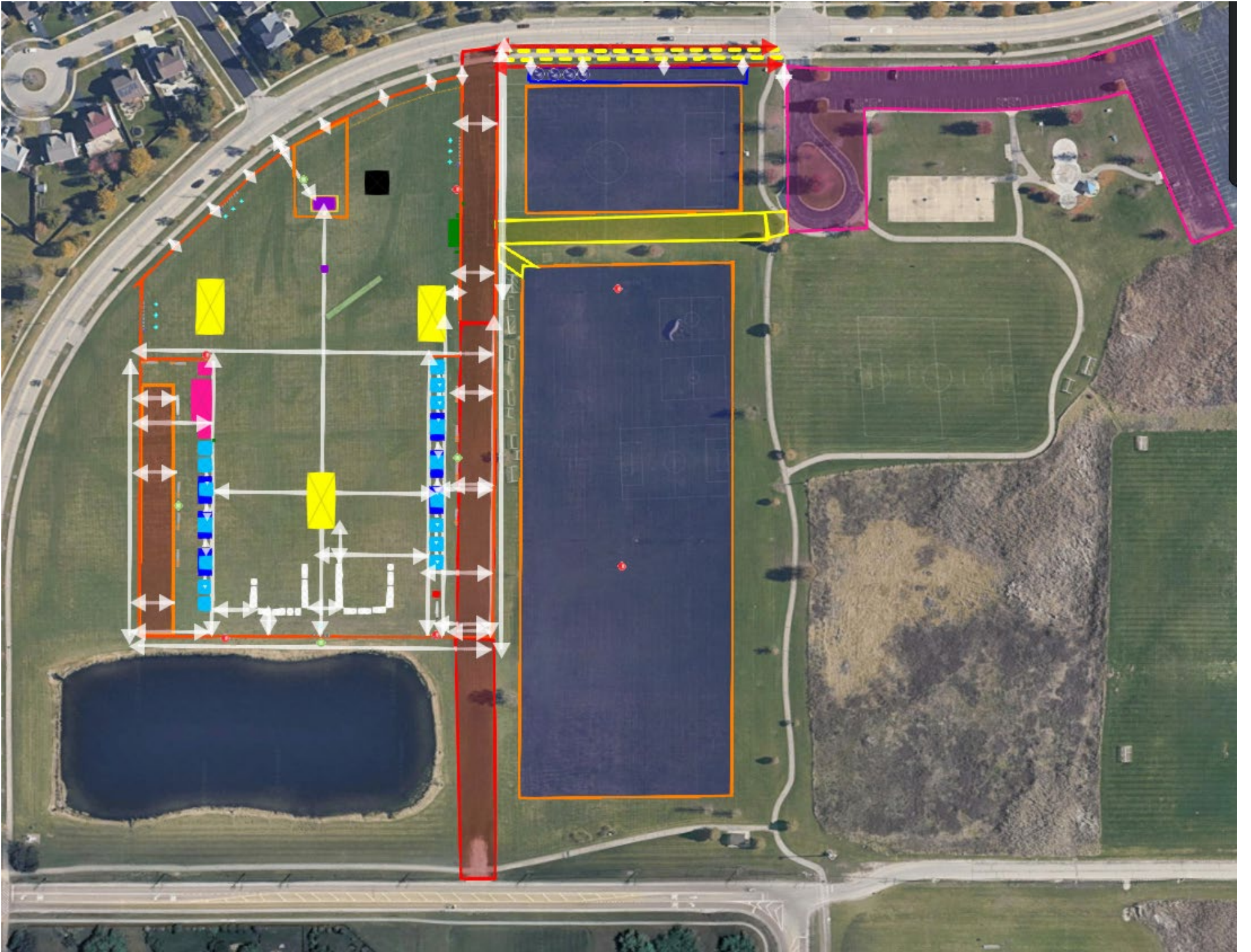
Permittee/ Licensee: Co Chairs: Lindsay Herrera & Jackie Merritt

Circle all that apply: Applicant Sponsor Organizer Promoter

By: [Print] Lindsay Herrera & Jackie Merritt

[Authorized Signature] 

Date: 04/09/24





REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024

DEPARTMENT: Administration

SUBJECT: Personnel Rules and Regulations

EXECUTIVE SUMMARY

The 2024 Personnel Rules & Regulations document was approved at the December 14, 2023 Board of Trustees meeting. At that time, staff had performed a comprehensive review of the document, which required a large number of revisions to update the document based on current employment law and practices.

Staff has identified a number of areas within the document that require additional updates as follows:

- 1) References to "Human Resources Manager" throughout the document have been adjusted to read "Human Resources," or in situations where an individual is required, it will now refer to the "Assistant Village Administrator" as the head of this division.
- 2) A new anti-nepotism policy has been included under Section 2.2 Recruitment and Hiring, Section H.
- 3) Section 2.8, Employment Categories, has been updated to clarify that an employee may hold more than one seasonal position within a year; however, this does not change eligibility for benefits.
- 4) Section 2.11, Severe Weather Policy, has been revised to better define "advanced notice" for determining whether employees should be paid for the closure or required to use flex time, benefit time or work remotely. Advanced notice is defined as prior to the close of business the business day prior to the severe weather.
- 5) Vacation Time - Section 4.1.B. includes language from the previous version of the document that was omitted in error. The reinserted language allows for an award of vacation time in the first year of employment when no accruals are available, but cannot be taken until after 90 days of employment. Section 4.1.D has been updated to remove vacation payouts for those Seasonal employees who are transitioning to another seasonal position.
- 6) Life Insurance - Section 5.2, Life Insurance, has been updated to provide the benefit based on an employee's salary in February instead of January so that the COLA increase can be appropriately captured.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Updated Personnel Rules and Regulations

RECOMMENDED MOTION

Motion to Approve the Proposed Amendments to the Personnel Rules and Regulations.



Village of Lake in the Hills Personnel Manual

January 1, 2024

Revised June 13, 2024

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SECTION 1: INTRODUCTION

1.1 Welcome

Welcome to the Village of Lake in the Hills (herein after referred to as the “Village”)! We believe that each employee contributes directly to the Village’s growth and success, and we hope that you will take pride in being a member of our team. This document was developed to assist both new and established employees in describing the expectations of our employees and to outline the policies, rules, regulations, procedures and benefits available to eligible employees.

1.2 Organizational Vision

We agree on what we are in business to do, and we will abandon yesterday’s initiatives, upset the status quo and take calculated risks to do it very well. We select and invest in the kind of people who pursue continuous self-improvement. We empower our stakeholders and provide access to collaborative opportunities in our pursuit of excellence. We believe we should be held to the highest standards in providing safety and comfort through an innovative municipal services model.

1.3 Important Notice to All Employees

Please read this document carefully. Occasionally, you will receive updated pages reflecting the changes made to policies, procedures, and/or benefits. If you need further clarification on any of the policies contained within this manual, please contact your supervisor, a department head, or Human Resources.

This document supersedes all other personnel rules, regulations, policies and procedures, written or oral, with the exception of Board of Police Commissioners regulations, collective bargaining agreements and written employment contracts.

Employment with the Village is "at will." By law, an employee may terminate their 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. The Village of Lake in the Hills Personnel Manual is not intended to, and does not, create a contract of employment, express or implied, between any employee and 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.

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 this Personnel Rules and Regulations, and that any such changes do not alter the “at will” status of employment.

SECTION 2: 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.

2.1 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, actual or perceived race, color, creed, religion, ancestry, national origin, age, mental or physical disability, sex, marital status, order of protection status, pregnancy, unfavorable discharge from military service, 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 they need accommodation based on disability or religion is responsible for bringing the matter to the attention of ~~the~~ Human Resources ~~Manager~~.

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~~Assistant Village Administrator, or in the event of a vacancy of an ~~Human Resources Manager~~Assistant Village Administrator, the Village Administrator, who will serve as the EEO Officer.

Any employee who believes that they have been treated unfairly because of their 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 their Department Head. Department Heads should immediately report the situation to the EEO Officer. If an employee believes that they have been treated unfairly in any of these areas by their 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.

2.2 Recruitment and Hiring

The Village of Lake in the Hills seeks to recruit the most talented workforce 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.

A. Eligibility for Employment

An applicant with a disability should request a reasonable accommodation when they know there is a workplace barrier that may prevent them, 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.

B. 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.

C. 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 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 (e.g. 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.

D. Candidate Interviews, Exams, and Testing

Interviews of qualified candidates can be scheduled when sufficient responses are 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.

Current Employee Application to New Job Vacancy

A current employee who desires to apply for a vacancy will submit their application online, unless a physical application is requested. The employee will be guaranteed an interview for any internal vacancy if he/she meets the criteria for the vacant position as established by the Village Administrator or designee and submits their application by the closing date specified in the posting.

Vacancies will be filled on the basis of qualifications for the vacant post. When two (2) or more applicants are equally competent and qualified, seniority in the Village will be considered. The Village's decision with respect to the selection will not be subject to the Grievance procedures.

Nothing herein precludes the Village from considering and/or hiring an external candidate.

E. Background Check Investigations

For non-police department positions, Human Resources will obtain authorization from job candidates prior to any background check investigation. Human Resources will then coordinate with 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 fingerprint submission, IClear check and a federal national criminal report.

F. 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 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 the Village Administrator or Chief of Police. A digital copy of the offer should be sent to the job candidate, who should acknowledge that the terms are acceptable.

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/or 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.

G. 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:

1) 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.)

2) 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 arise 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.

3) 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.)

H. Employment of Relatives

The Village will not prohibit personal relationships between Village employees. However, in order to avoid nepotism or other inappropriate conflicts of interest, the following reasonable restrictions shall apply:

- 1) Village employees are prohibited from directly supervising or being directly supervised by any other Village employee who is a relative or with whom they are involved in a personal relationship.
- 2) Village employees are prohibited from participating in, contributing to, or recommending promotions, assignments, performance evaluations, or transfers, or other personnel decisions affecting another Village employee who is a relative, or with whom they are involved in a personal relationship.

3) Wherever possible, any Village employee tasked with training other Village employees will not be assigned to train any relative or person with whom they are involved in a personal relationship.

4) A Village employee involved in a personal relationship that could create an actual or perceived conflict of interest, or otherwise cause a violation of this policy, shall immediately report the conflict to the Village Administrator or, for employees of the Police Department, to the Chief of Police. The Village Administrator or Chief of Police will address any conflict, as appropriate.

Definitions: As used in this section, the following terms shall have the meanings indicated herein:

CONFLICT OF INTEREST: Any actual, potential, or perceived conflict of interest in which it reasonably appears that a Village employee's action, inaction, or decisions are or may be influenced by any of the Village employee's personal relationships.

NEPOTISM: The practice of showing favoritism to relatives over others in appointment, employment, compensation, promotion, or advancement by any public official in a position to influence any such personnel decisions.

PERSONAL RELATIONSHIP: Any relationship arising from marriage, cohabitation, dating, or any other intimate relationship beyond mere friendship.

RELATIVE: A spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, including through in-law or step relationship, domestic partner, cohabitant, or paramour.

SUBORDINATE: A Village employee who is subject to the temporary or ongoing direct or indirect authority of a Supervisor.

SUPERVISOR: A Village employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation, and/or performance of a subordinate.

VILLAGE EMPLOYEE: Any individual employed by the Village of Lake in the Hills, including Elected Officials and Department Heads.

2.3 Professional Development

The Village is committed to ensuring that all employees have access to professional development opportunities, to develop and/or maintain 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 the specific department and position within the organization. Employees may receive both on the job training and off-site training.

They may also receive training at professional seminars, conferences, and certification programs. Onboarding plans also assist employees with training during the first few critical months as a new employee.

2.4 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 are encouraged, and/or may be required, to participate in periodic management training seminars and other professional development opportunities to assist with skills development for their current role with the Village.

2.5 Progressive Discipline

The orderly and efficient operation of the Village of Lake in the Hills requires that employees perform assigned tasks and maintain standards of proper and safe conduct both on-duty, and off-duty, if the conduct negatively impacts that employee's or other employees' ability to perform the duties of their position with the Village and/or negatively impacts the Village's image to the public. To that end, employees are required to adhere to Village policies and practices. 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. It shall be the policy of the Village to administer discipline fairly, reasonably, and impartially. The following forms of discipline are considered in order of increasing severity. The Village may, however, in its discretion, skip any level of discipline, and nothing in the progressive discipline procedure is intended to, nor shall it, provide a right to certain progressive steps or prevent the Village from terminating any employee, with cause, or an at will employee, with or without cause.

A. 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~~ Human Resources ~~Manager~~ summarizing the infraction and corrective action(s) is required; however, the memo will not be placed within the employee's personnel file.

B. 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.

C. 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. A 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/or Department Head, and Human Resources—~~Manager~~, and placed in the employee's personnel file. A copy of the PIP shall be forwarded to the Village Administrator.

D. Suspension and Administrative Leave

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, including, without limitation, where a suspected violation of policy exists but which requires investigation to make a final determination. 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.

E. 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 address serious misconduct, to address performance deficiencies where an employee is not able to reliably perform duties required of a position, 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.

F. 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.

G. Employee Assistance Program Referral

The Village Administrator and Department Heads reserve the right for a mandatory referral of an employee to seek evaluation for concerns, including without limitation, mental health and substance abuse, through the Employee Assistance Program or a similar service, to require an employee to authorize release of information related to status of evaluation and/or recommended treatment, and to use compliance with evaluation and/or any recommended treatment, as a component of the disciplinary and performance management processes, as applicable.

2.6 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 and/or any employees subject to a collective bargaining agreement with a defined grievance procedure) shall be as follows:

1. The employee shall first discuss it with their 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 their Department Head. That written grievance must be presented within 10 calendar 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 calendar 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 calendar days after receiving the written request, a binding written response based on the policies and procedures of the Village.

2.7 Employee Personnel Records

Employment records are stored digitally within the human resources information system and/or in a secure personnel file in human resources. The following are examples of items that may be kept in an employee's personnel record:

- Employment Application/Resume
- Tax Forms
- Registration/Certification/Degree
- Orientation Materials
- Performance Appraisals
- Disciplinary Notices
- Commendation Forms and Letters
- Incident Reports

Employment Eligibility I-9 forms will be kept in a separate secure I-9 file in Human Resources. All other documents, including copies of supporting documentation, medical records and enrollment forms containing dates of birth, or any record containing information which has heightened sensitivity 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 22 for more information.

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

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

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

In accordance with the Personnel Record Review Act, as may be amended, if an employee disagrees with any information contained in their personnel file, the information may be removed or corrected by mutual agreement of the ~~Human Resources Manager~~Assistant Village Administrator (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 their position, which the ~~Human Resources Manager~~Assistant Village Administrator (or Chief of Police) will attach to the disputed record.

2.8 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. Any provision of overtime stated in this policy shall not stack or pyramid with other paid benefit time or with terms of overtime stated in an applicable collective bargaining agreement.

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

Exempt

Employees that are generally managers, administrators, professional staff, or other exempt classifications, 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 in the work week.

Non-Exempt

Employees who are required to be 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.

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 above. 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 who work year-round and may be exempt or non-exempt, as defined above. Generally, they may be eligible for some of the benefits offered by the Village subject to the terms, conditions, and limitations of each benefit program.

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 above. Generally, they are not eligible for the benefits offered by the Village. Employees may hold more than one seasonal position within a year; however, this does not change eligibility for benefits. If it has been more than 6 months since a Seasonal employee has received a paycheck from the Village, they will be subject to the full hiring process, including a physical and/or criminal background check. Employment beyond any initially stated period does not in any way imply a change in employment status.

2.9 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 their lunch period in accordance with this section. If an employee, based on unanticipated work assignments requiring immediate completion, is unable to take their 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.

2.10 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.

2.11 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 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 prior to the close of business the prior business day, then 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.

2.12 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. Employees job descriptions are provided to them at time of hire and are also stored electronically in the Human Resources directories. All employees are expected to understand the duties and requirements of their position.

2.13 Business Attire

The Village adheres to a philosophy that its employees are representatives of the organization and, as such, have a responsibility to project a professional appearance in a business setting. Reasonable dress standards and good grooming contribute to the Village's image, as well as the morale of the employees, and subsequently to the productivity of the organization. Employees are expected to dress appropriately according to the requirements of their position in order to promote a safe working environment and to project a professional image to the public, as well as coworkers.

Although traditional business attire is expected during regular business hours, Department Heads may allow department employees to dress casually on a designated day of each workweek (typically Friday, or the last workday of each workweek). Casual clothing deserves the same attention to detail as a traditional business wardrobe. All clothing should be neat and clean, not torn or frayed, and in accordance with individual departmental policies. Casual dress may include attire that is a more relaxed standard such as denim jeans, sport shirts, knit shirts with collars, tennis shoes, and tee-shirts with the Village insignia. While the Village provides the opportunity for attire that is more casual on designated days, there may be times when job functions, such as business meetings, dictate wearing business attire on a "Casual Day". Common sense and good judgment are the keys in the application of casual attire. If an employee has a question regarding the appropriateness of the attire, the employee should check with their immediate supervisor for guidance.

Any clothing displaying the Village logo shall not be worn for any extended term outside of the work environment or while an employee is engaged in social pursuits or depicted in any medium that would constitute a violation.

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 must be used.

2.14 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 but should not convey any political message or other message which would be reasonably offensive to other people.

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.

2.15 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.

SECTION 3: WAGE COMPENSATION

3.1 Overtime

In accordance with the Fair Labor Standards Act (FLSA) non-exempt employees, except for sworn police officers, are eligible to receive overtime pay at a rate of one and one half (1.5) times their regular hourly rate of pay for time worked in excess of the normal workday or forty (40) hours during a work week. Non-exempt sworn police officers will be paid overtime compensation pursuant to §553.230 of Title 29 of the Code of Federal Regulations, as well as applicable collective bargaining agreements.

Whenever possible, overtime must be authorized in advance by the employee's Department Head.

Time paid but not worked including holidays, vacation, personal days, sick leave, bereavement leave, compensatory time taken, and any other hours paid at an employee's regular straight time rate shall be considered as hours worked for the purpose of calculating overtime pay. Hours worked shall not include hours charged to suspension, sick without pay, or leave without pay.

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.

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.

3.2 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.

3.3 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.

3.4 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 their compensatory time off with prior approval from their Department Head. Employees may not carry an accrual bank of more than 80 hours of compensatory time off. Any overtime exceeding 80 hours of compensatory time off will be paid as overtime compensation. Any compensatory time exceeding 40 hours at the end of the calendar year will be paid, based on the year end wage rate, as overtime compensation on the first regular payroll in January of the following year. Upon separation, an employee shall be paid for unused compensatory time off at the employee's hourly rate of pay at the time of separation.

At any time during the year, an employee can elect to be paid any portion of their compensatory balance by submitting a request in writing to Payroll. The requested balance will be paid to them within 30 days.

3.5 Wage Notifications

Each pay period, employees will receive notification of their hours worked, rate of pay, overtime pay and overtime hours, gross wages, an itemization of all deductions, wages and deductions year to date.

3.6 Severance

The Village will not grant severance except through a written agreement signed by the employee and the Village Administrator or Village Board, if Board approval is required.

3.7 Method of Payment

Employees will not be paid in cash. Employees will be paid by check unless they elect to be paid by direct deposit.

3.8 Recordkeeping

Regardless of an employee's status as either an exempt employee executive, the Village shall make and maintain, for a period of not less than 3 years, the following true and accurate records for each employee; the name and address, the hours worked each day in each work week, the

rate of pay, copies of all notices provided to the employee under this policy, the amount paid each pay period, all deductions made from wages or final compensation, and the number of vacation days earned for each year and the dates on which vacation days were taken and paid.

3.9 Notice of Rate of Pay and Changes in Pay

The Village will notify an employee in writing, at the time of hiring, of the rate of pay. An employee commencing work shall reflect mutual assent to the rate of pay, i.e., a description of all wages and compensation of any kind.

The Village shall not change an agreement regarding the payment of wages and compensation without first notifying the employee prior to the effective date of the change. The Village shall place the arrangement in writing at the time of the change and present the change to the employee unless impossible to do so, but in any event, such written notice shall be provided as soon as practicable.

3.10 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
- External market equity
- Provide incentives for performance and productivity
- Administrative efficiency

3.11 Performance Evaluation Program

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 that 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.

A. Eligibility

All regular full-time and regular 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.

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 at the end of their assignment, but they will **not** be eligible for the merit compensation plan.

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

B. Evaluation Timing

The evaluation period for all positions will be from June 1 to May 31 each year. The review process for all employees will begin in May and must be completed by June 30 of each calendar year. Reviews must be fully executed by both the employee and the reviewer before being formally logged by ~~the~~ Human Resources ~~Manager~~.

C. Probationary Evaluation

All newly hired (bargaining unit and non-bargaining unit) employees will have a probationary performance evaluation six months 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 completed 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.

D. Seasonal Evaluations

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

3.12 Compensation Plan

A. Cost of Living Adjustment (COLA)

COLA may vary from year to year based on budget approval and will be set when possible 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. In years where the CPI change is positive, the CPI range will have a minimum percentage of 1.0 and a maximum of 4.0. In years where the CPI change is zero or negative, the resulting COLA and Performance Pay will be set to 0% for that subsequent fiscal year. COLA increases will be effective during the first full pay period in January.

A COLA increase may not cause the salary to exceed the maximum pay rate on the salary schedule.

B. Merit Adjustments

All regular full-time and regular part-time employees who have worked in their position for a minimum of six months prior to June 30 are eligible for a merit adjustment. The employee’s merit adjustment will be based on their performance during their most recent evaluation period.

The Village Board will establish the maximum possible merit adjustment for the upcoming year during the budget process. The corresponding increases will be determined using a scoring matrix substantially similar to the one below:

Table 3.12.B: Sample Merit Matrix

<i>PERFORMANCE BASED INCREASE</i>				
Score: 0 - 1.99	Score: 2.0 - 2.33	Score: 2.34 - 2.57	Score: 2.58 - 3.0	
Increase	Increase	Increase	Increase	LTW Bonus
<i>0%</i>	<i>50%</i>	<i>75%</i>	<i>75%</i>	<i>25%</i>
<i>The example below is based on a Board approved 2% Increase.</i>				
0.00%	1.00%	1.50%	1.50%	0.50%

Merit increases will be effective during the first full pay period in July and 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 the evaluation period.

A merit increase may not cause the salary to exceed the maximum pay rate on the salary schedule. As such, any merit earned that cannot be awarded as a salary increase will be paid in the form of a bonus. Employees who have reached the maximum pay rate on the salary schedule prior to the evaluation period will receive the full amount of their merit adjustment in the form of a bonus.

3.13 Maintaining Salary Schedule

A. Salary Schedule

A salary schedule has been developed for all regular full-time and regular part-time non-bargaining unit employees. The lowest grade should be maintained at an acceptable level above the minimum wage as determined by the Village Board. The salary ranges for each

pay grade vary from 35-45% based on pay grade. There is a 10% gap between grades to allow for adequate compression and offer an incentive for promotion.

Annually, at the beginning of the Village's fiscal year, the entire salary schedule will be increased by the COLA, as established by the Board of Trustees.

B. 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 minimum unless the candidate is extremely qualified and the Village determines that the salary will not disrupt any internal salary equity. Placements above the minimum up to the midpoint will require the approval of the Village Administrator or Chief of Police for Police Department employees. Placements above the midpoint require Board approval.

C. Promotions

Promotion to all positions, with the exception of Sergeant or Deputy Chief, should be an increase to a maximum of 10% of the employee's currently salary or the minimum of the new salary range – whichever is greater, but not to exceed the new salary range maximum. 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.

D. 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 paid out as bonuses until such time as the salary range of the new pay grade surpasses the employee's salary.
- 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 as determined by the Village Administrator or Chief of Police.

- 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.

E. Top of the Range

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

F. 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.

SECTION 4: BENEFIT LEAVE

4.1 Vacation

A. Philosophy and Purpose

The Village provides for and encourages all regular full-time employees and regular part-time employees 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.

B. Vacation ~~Credit-Hours~~ and Accrual

Full-time and Regular Part-time Employees: During the first calendar year of employment, 6.66 hours of vacation will be awarded on a prorated basis for each full calendar month after date of hire. 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.

Vacation credit for all full-time employees shall be earned beginning on the first day of the month for every full calendar month of employment ~~following beginning~~ the date of hire and will be calculated in accordance with the Vacation Schedule outlined below. Part-time employees accrue vacation ~~credit-hours~~ based on the ratio of their regularly scheduled hours to a 40-hour week.

Table 4.1.B: Vacation ~~Accrual~~ Schedule

Years of Continuous Service	Vacation Hours Earned Annually	Vacation Hours Earned Monthly
0 Years	Prorated Based on Hire Date	
1-4 Years	80	6.66
5-11 Years	120	10.00
12-18 Years	160	13.33
19-25 Years	200	16.66
26 Years +	240	20.00

For certain 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.

An employee will continue to accrue vacation hours each month until their anniversary date. In accordance with the Vacation Accrual Schedule, the amount of vacation hours accrued will increase beginning on the first day of the month following or coincident with their anniversary date in the 4th, 11th, 18th and 25th year of service. (Ex. A full-time employee reaches their 4-year anniversary on July 15th. They will accrue at a rate of 6.66 hours per month for January-July and 10 hours per month for August-December.)

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.

Seasonal Employees: All seasonal employees shall earn one (1) hour of vacation benefit time for every forty (40) hours worked, which can be used no earlier than 90 days after the first date of their employment. All other requirements and restrictions on use of vacation time shall be in accordance with the provisions stated in this Section.

C. Vacation Requests

Vacations are to be taken annually. The Department Head may allow up to 40 hours of vacation time for full-time employees and the prorated equivalent to 40 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.

All requests for vacation time of five (5) or more consecutive days shall be submitted to the employee's supervisor for approval at least 30 days in advance, unless otherwise approved by the Department Head.

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.

D. Payment for Unused Vacation

Upon separation, an eligible full-time or regular part-time employee will be paid for any unused vacation time accrued, not to include vacation time accrued during the month of separation, if that month is not a full calendar month. ~~Upon separation, s~~Seasonal employees not otherwise transitioning to another seasonal position, will be paid upon separation for any unused vacation time accrued, up to their last pay period.

4.2 Observed Holidays

All non-represented, regular full-time and eligible, regular part-time Village employees may receive 10 paid holidays as follows:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay for these dates 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.

Any employee who wishes to take a day off in order to conform with their religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a vacation day, a personal day, or a day without pay, provided that they have given prior notice to their Department Head.

A. Part-time Eligibility

Regular part-time employees are eligible for pay on the dates listed above if their approved work schedule includes the day of the week the holiday falls on. Holiday pay will be prorated based on the ratio of their regularly scheduled hours to a 40-hour week.

4.3 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.

4.4 Personal Days

In addition to all other paid days off, each regular, full-time employee shall receive three (3) personal days per calendar year to use at their discretion, subject to the approval of the Department Head. These se personal days 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 unused personal days upon separation from employment.

Regular, full-time employees are eligible for personal days upon date of hire based on a prorated quarterly basis, as demonstrated by the table below, but cannot be used in the first thirty (30) days of employment, unless approved by the Department Head.

Table 4.4 Personal Days for New Hires

Hire Date	Personal Days Earned (in hours)
January 1 - March 31	24 Hours
April 1 - June 30	16 Hours
July 1 - September 30	8 Hours
October 1 - December 31	0 Hours

4.5 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 the employee’s child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Employees can also use their personal sick-leave benefits for their family member’s personal care. Personal care includes activities to ensure that the family member’s basics medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a family member who is unable to meet their own needs. Personal care also means being physically present to provide emotional support to a family member with a serious mental health condition who is receiving inpatient or home care.

The term “paid sick leave benefits” means time accrued and available to an employee to be used as a result of absence from work due to personal illness, injury, or medical appointment, but does not include other absences from work for which compensation is provided by the Village.

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 their 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.

A. Reporting of Illness

In the event an employee is unable to report to work due to illness or other emergency, they must so inform their Department Head or Supervisor directly using the standard notification procedure approved by the department. Such notification shall be given at least one-half hour before their 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.

B. Sick Leave Accrual

Eight (8) hours of sick shall be earned for every full calendar month of active employment. Sick leave is available as of the first pay period following the month in which it was earned. All unused sick leave will carry over into the next calendar year, unless the employee chooses to participate in the Sick Leave Buyback program.

C. Sick Leave Buyback Program

To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees 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 the final Wednesday of November each year. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.

1) 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 taxable compensation. Hours taken as sick leave are removed first from the 40 reimbursable hours. This payment will be disbursed in the first paycheck in December. 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.

Reimbursable sick leave is disbursed on the first paycheck in December under the assumption that no additional sick leave will be taken through the end of the calendar year. In the event that any additional sick leave is taken through the end of the year, offsets to gross pay will be taken to the extent that reimbursable sick leave has already been paid out (for example, if an employee receives 16 hours of reimbursable sick leave pay on the first paycheck in December and subsequently requests 24 hours of sick leave for time taken off work in late December, then only 8 hours of sick leave will be paid since 16 hours of reimbursable sick leave would already have been prepaid on the first paycheck in December).

2) *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.

D. Sick Leave Paid Out Upon Separation

Upon separation, the employee may be paid for any unused reimbursable sick leave accrued (up to 40 hours or part-time equivalent) through the month prior to the employees' separation date. 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 or if the employee has accumulated at least 20 years of eligible service credit with his/her respective pension system as stated below.

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 have the following options:

- 1) be paid 50 percent of the value for any accrued sick leave in the second month following separation of employment. The value of accrued sick leave is calculated at the employee's hourly rate of pay at the time of separation.
- 2) convert the accrued sick leave as service credit into an eligible pension fund.

4.6 Return to Work Policy

The Return to Work Policy outlines the practices of the Village 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 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 employee to be placed on transitional duty nor does it create a legal duty to provide transitional duty. Any provisions addressing transitional duty and return to work addressed in a collective bargaining agreement shall act in place of, and not in addition to, what is described herein.

A. 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.

B. 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 regarding 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.

C. 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 their 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 to the Village's workers' compensation carrier 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.

D. Return to Full Duty

The ultimate goal of a return to work policy is to facilitate the return of an employee to their 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:

A. An Independent Medical Exam (IME) and or Functional Capacity Evaluation (FCE) may be requested by the Village, or the Village's insurance carrier at any time during a workers' compensation claim, to the extent permitted by law, to address whether an employee is able to return to transitional or full duty, determining what job duties the injured employee can perform, as well as addressing medical causation and treatment issues.

B. The Village reserves the right to require an employee submit to an IME or FCE, regardless of whether it is connected to a workers' compensation claim, to ensure the employee can fully and safely perform the essential duties of the employee's position, except to the extent requirement of the Family Medical Leave Act are applicable.

4.7 Family Bereavement Leave

Pursuant to the Illinois Family Bereavement Leave Act, (FBLA) 820 ILCS 154, employees are entitled to leave for the loss of family member. Employees are eligible to take time off of work to grieve under the FBLA if they are eligible employees under the federal Family and Medical Leave Act (FMLA), which requires at least twelve months of employment and at least 1,250 hours worked within the previous twelve-month period. The FBLA cannot be used to take leave beyond the 12 weeks allowed under the FMLA.

As used in this policy, “family member” means an employee's child who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, spouse, domestic partner, sibling, parent or step-parent, in-laws, grandchild, grandparent, and great grandparent.

The list below also includes any family member that is related by marriage or adoption.

Table 4.7 Family Members

Family Member	
Spouse	Son-in-law
Child	Sister-in-law
Parent	Brother-in-law
Sibling	Grandparent
Mother-in-law	Grandchild
Father-in-law	Grandparent-in-law
Daughter-in-law	Great Grandparent

Any active, regular full-time or part-time employee, upon request, shall be granted three (3) work days of paid bereavement leave following the death of a family member (excludes extended family). Such leave is inclusive of, and not in addition to, any leave time provided pursuant to the Family Bereavement Leave Act thereto. 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.

Eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:

- Grieve the death of the covered family member;
- Make arrangements necessitated by the death of the covered family member; or
- Attend the funeral or alternative to a funeral of a covered family member.

FBLA leave may also be taken due to:

- A miscarriage;

- An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure;
- A failed adoption match or an adoption that is not finalized because it is contested by another party;
- A failed surrogacy agreement;
- A diagnosis that negatively impacts pregnancy or fertility; or
- A stillbirth.

This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member or the date on which the event occurs.

In the event of the death of more than one covered family member 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.

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 family bereavement leave to which they may be entitled under this section.

In the case of an extended family member's death, an employee can use one business day of bereavement leave in the form of a personal day, vacation day or sick day. As used in this policy, "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.

4.8 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 they are 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 5: GENERAL EMPLOYEE BENEFITS AND ALLOWANCES

5.1 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 medical coverage shall be considered the Village's basic group health insurance plan. Refer to the insurance plan's Benefit Summary for specific details regarding eligibility and the insurance coverage plans available.

5.2 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 first full pay period in ~~January-February~~ 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 Benefit Summary for specific details regarding eligibility and the insurance coverage provided.

5.3 Supplemental Retirement Plans

The Village shall offer employees the opportunity to enroll in interest bearing retirement savings accounts 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 can be made on either a tax deferred basis or an after tax basis up to the annual maximum limit as determined by the Internal Revenue Service.

5.4 Flexible Spending Plan

Regular full-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.

5.5 Employee Assistance Program

Regular full-time and part-time employees and their immediate dependents shall have the voluntary benefit of an employee assistance program. In accordance with Section 2.5.7, the Village Administrator and Department Heads reserve the right for a mandatory referral of an employee to the Employee Assistance Program, or a similar service, as a component of the disciplinary and performance management processes as applicable.

5.6 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 consist 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.

5.7 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 they are receiving any form of disability pay from 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 their dependents, as well as life insurance, at the same level and under the same conditions, including the regular payment of employee premium contributions by the employee, 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.

5.8 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.

5.9 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 their first year of employment.
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 or "passing" in the case of a pass/fail course. 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.

Tuition reimbursements are subject to Internal Revenue Service taxability rules.

5.10 Business Travel

This policy shall be interpreted to fulfill the spirit 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.

A. 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.

B. 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 off-site.

C. Entertainment Expenses

No entertainment expenses may be reimbursed.

D. 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. All travel reimbursements are subject to Internal Revenue Service taxability rules including the distinctions between same-day travel and overnight travel. The maximum reimbursements allowed for expenses shall be as follows:

Meals

Actual cost, not to exceed \$75 per day. Reimbursement for tips will not exceed 20% of bill for food, less alcoholic beverages. Reimbursement for alcoholic beverages is not permitted. Receipts that include alcohol will not be accepted for reimbursement.

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 will be reimbursed at actual costs.

E. Emergencies

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

F. 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.

G. Approval by Department Head

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

H. 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.

I. Public Records

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

J. 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.

K. 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.

SECTION 6: ANTI-HARASSMENT POLICY

6.1 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 as 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.

6.2 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 include 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.

6.3 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 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 legally recognized protected class or characteristic, 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.

6.4 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.

6.5 Reporting and Investigating Alleged Harassment

An employee who either observes sexual harassment or believes she/he 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.

6.6 Harassment Allegations by Elected Officials Against Other Elected Officials

Alleged harassment by one elected official against another can be reported to the Village President. If the Village President is the person reporting the harassment or is implicated by the allegation, the report can be made to any other Trustee. If a complaint is made against an elected official of the Village by another elected official of the Village under this Section, the matter must be referred to the Village's legal counsel. The allegations of the complainant will be thoroughly investigated through an independent review, which may include referring the matter to a

qualified, independent attorney or consultant to review and investigate the allegations. Further, reasonable remedial measures will be taken as determined by the other Trustees who are not the complainant or the official who is the subject of the complaint.

6.7 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.

6.8 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 they have 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 they 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).

6.9 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 they will suffer or experience, any job-related harassment prohibited by this policy, the employee promptly report the incident.

6.10 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.

6.11 External Procedures

The Village hopes that any incident of harassment can be resolved through the internal procedures outlined above. Employees of the 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 300 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 7: WHISTLEBLOWER REPORTING POLICY

7.1 Introduction

The Village of Lake in the Hills is committed to identifying and stopping improper government actions as defined by the Public Officer Prohibited Activities Act (50 ILCS 105/4.1), and maintaining a work environment free of retaliation against those who report, testify about, or participate in investigations regarding alleged improper governmental actions. The Village will not tolerate retaliation against employees for reporting improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action. Any report of retaliation will promptly be reported to the Village's appointed Auditing Official for review. All employees are responsible for reporting improper governmental actions as well as reporting any retaliatory conduct resulting therefrom.

7.2 Appointed Auditing Official

The Appointed Auditing Official is an individual appointed by the Village whose duties are to receive, register, and investigate reports and information concerning misconduct, inefficiency, and waste within the Village based upon the prohibitions set forth below. The Village has appointed the Assistant Village Administrator as its Auditing Official. The Assistant Village Administrator can be reached by phone at 847-960-7412 or email.

7.3 Responsibilities of the Auditing Official:

The Auditing Official is responsible for determining whether improper government actions and/or retaliation have occurred under this policy and/or the Public Officer Prohibited Activities Act. In doing so, the Auditing Official has the power and authority to conduct investigations consistent with this policy, seek legal advice, and/or transfer a report to outside investigators for investigation, including but not limited to a State's Attorney. In the event the Auditing Official concludes that an improper government action and/or retaliation has occurred or that a Village official has hindered the investigation, the Auditing Official shall notify the Village President and the Village Administrator for investigating matters of employees overseen through Village Administration or, for police department matters, the Chief of Police, and anyone else that the Auditing Official deems appropriate.

7.4 Who is Covered:

Anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, and seasonal workers. This includes members of appointed boards or commissions, such as the Village's Police Pension Board, Parks and Recreation Board, and Planning and Zoning Commission, whether or not paid. Further, this policy covers persons who have been terminated because of any report submitted under this policy.

7.5 What is Covered:

Improper governmental actions under this Policy include any action by the Village (including its employees, appointed officials and elected officials) that is undertaken in violation of a federal, State, or Village law or rule; is an abuse of authority; violates the public's trust or expectation of the individual's conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. For purposes of this policy, an "improper governmental action" does not cover personnel actions or violations of collective bargaining agreements unless the personnel action or violation amounts to retaliation within the meaning of this policy.

7.6 What is Prohibited:

The Village prohibits retaliation, or threats of retaliation, made against a Village employee based on the employee's reporting of improper governmental actions, cooperating with investigations into the same, and/or testifying in a proceeding arising out of an improper governmental action. Retaliation means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under this policy.

Retaliation includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under this policy.

7.7 Report Filing Procedure:

If employees covered by this policy believe there has been an improper government action and/or they were subject to prohibited retaliation under this policy, they must report the improper government actions and/or retaliatory acts to the Auditing Official. The employees must submit their report in writing within sixty (60) days of gaining knowledge of the improper government action and/or retaliatory conduct. If the alleged retaliation involves the Village's designated Auditing Official, the employees may submit their report to the Village Administrator or any State's Attorney. All reports under this policy will be promptly and thoroughly investigated. These investigations shall remain confidential unless the employee chooses to waive confidentiality or the disclosure of the employee's identity is required by law.

7.8 Employment Practices Penalties for Policy Violations:

Village employees who are found to have committed an improper governmental action and/or engaged in prohibited retaliation under this policy and/or the Public Officer Prohibited Activities Act may be subject to discipline, up to and including discharge. If the Auditing Official concludes that a Lake in the Hills official or employee has engaged in an improper governmental action

and/or retaliation prohibited by this policy and/or the Public Officer Prohibited Activities Act, the Auditing Official will refer the matter to a local State's Attorney for the potential imposition of monetary fines and/or criminal prosecution as permitted by the Act.

7.9 Remedies for Retaliation

When the Auditing Official concludes that an employee has been subject to prohibited retaliation under this policy and/or Public Officer Prohibited Activities Act, the Auditing Official may submit a recommendation to the Village of Lake in the Hills's President and Board of Trustees for appropriate reimbursement or restitution.

7.10 Employee Notice Requirements:

The Village shall provide copies of [50 ILCS 105/4.1](#) and this policy to all new employees upon commencement of employment, as well as all current employees on an annual basis.

7.11 Other Village Work Rule Violations:

Nothing in this policy is intended to limit the Village's ability to discipline, discharge and/or remove an employee or official for conduct that violates other Village policies, procedures and/or work rules, even if such conduct does not technically qualify as an "improper governmental action" or "retaliation" under this policy and/or the Public Officer Prohibited Activities Act.

SECTION 8: VIOLENCE IN THE WORKPLACE

8.1 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.

8.2 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, indirect or conditional.

8.3 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, or other erratic behavior.

8.4 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 their 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.

8.5 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~~ Assistant Village Administrator 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 Paragraph 8.5.3, 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 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.
4. A file of the workplace violence complaint shall be maintained in a secure location.

8.6 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.

8.7 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 disciplinary 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.

8.8 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.

SECTION 9: NO-WEAPONS POLICY

9.1 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.

9.2 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, slingshots, and similar devices.

- Metal knuckles or other similar body accessories.
- Any item defined as an unlawful weapon, pursuant to 720 ILCS 5/24-1(a)(1).

9.3 Weapons Prohibited

A. Employees & 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.

B. 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).

C. Use of Private Vehicles

Village employees may not use a privately owned vehicle for Village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

9.4 Exceptions

A. 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.

B. Governmental

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

C. Parking Lots

A Village official, employee or visitor may keep a Weapon in their 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 person is properly licensed and the firearm is unloaded before exiting the vehicle and locked in a glove box, trunk, or other secured container.

9.5 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.

9.6 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.

9.7 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.

9.8 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 their 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 their 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 10: 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 they know 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 they have 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 of disability discrimination should be reported within six (6) months from the date of the alleged discrimination.

SECTION 11: ILLINOIS PREGNANCY ACCOMMODATION 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 to work.

An employee 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, the Village Administrator, or for police department employees, the Chief of Police. 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, or Chief of Police 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, or Chief of Police 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 and paid break time to express breast milk for the first 12 months after birth;
- 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.

11.1 Reporting of the Incident

Any applicant or employee who believes that they have 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, the Village Administrator, or for police department employees, the Chief of Police. 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 Village Administrator is the individual accused of the discrimination, the employee can make their report to the Chief of Police. If the employee believes the Chief of Police is the individual accused of the discrimination, the employee can make their report to the Village Administrator.

11.2 Investigation of the Complaint

When a complaint has been reduced to writing, the Assistant Village Administrator, Village Administrator, or Chief of Police, will, as soon as practical, meet with the complaining party to determine the nature of the complaint.

Once the investigation is completed and the determination is made regarding whether the claim represents made an incident of discrimination, the Assistant Village Administrator, Village Administrator, or Chief of Police will so notify the complaining party in writing as soon as practical after their meeting of how the situation will be rectified.

11.3 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.

11.4 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.

11.5 Lactation Accommodation

In compliance with the Illinois Nursing Mothers in the Workplace Act, 820 IL CS260, the Village will support nursing mothers by providing paid break time necessary for nursing or expressing milk. The break time may run concurrently with any break time already established. Nursing mothers are also entitled to a reasonable number of additional paid breaks to allow to them to nurse or express milk. The Village will provide a private non-bathroom space for expressing breast milk and breast feeding, and paid break time to express breast milk for the first 12 months after birth. The employee and her immediate supervisor will agree on the times for these breaks.

SECTION 12: FAMILY AND MEDICAL LEAVE ACT

12.1 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; or
- 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 their position.
- Because the employee needs to deal with certain exigencies associated with their spouse, child, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation; or
- Because the employee needs to provide care for their spouse, child, parent, or next of kin who has an injury or illness incurred on active duty in the armed forces.
- The FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-protected leave in a "single 12-month period" to care for a covered servicemember with a serious injury or illness.

12.2 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.

12.3 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); and
- An employee’s eligibility may be affected if the employee had qualified for and taken FMLA leave in the prior 12 months.

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

12.4 Request for Leave

A. 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. The Village also reserves the right to mandate an employee who qualifies for FMLA to have time deducted accordingly.

B. 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.

C. 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.

12.5 Notice Requirements

A. Employee Notice Requirements

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer’s usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for an employer to reasonably determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee’s qualifying family member is under the continuing care of a health care provider.

B. Employer Notice Requirements

When an employee requests FMLA leave or the Village acquires knowledge that leave may be for an FMLA purpose, ~~the~~ Human Resources ~~Manager~~ will notify the employee of their eligibility to take leave within five days and inform the employee of their rights and responsibilities under the FMLA. When ~~the~~ Human Resources ~~Manager~~ receives required medical certification documentation to determine that leave is being taken for a FMLA-qualifying reason, the employee will be notified of the leave designation and the requested absence will be counted as FMLA leave.

12.6 Medical Certification

A. 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~~ Human Resources ~~Manager~~ within 15 days after the Village requests completion of the form, or as soon as reasonably possible.

B. 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.

12.7 Using FMLA Leave

FMLA is job-protected, unpaid leave. As stated in Section 12.9, Substitution of Paid Leave, employees must substitute accrued, available benefit time for any absences designated as FMLA leave.

A. Birth and Bonding

Leave to bond with a newborn child or for a newly placed adopted or foster child must conclude within 12 months after the birth or placement. Both parents have the same right to take FMLA leave to bond with a newborn child. A mother can also take FMLA leave for prenatal care, incapacity related to pregnancy, and for her own serious health condition following the birth of a child. A spouse can also use FMLA leave to care for their spouse who is incapacitated due to pregnancy or child birth.

B. Intermittent or Reduced Leave

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.

Leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently with the employer's approval and must conclude within 12 months after the birth or placement.

1) 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.

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

2) 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.

C. Part-time/Variable Hours Employees

When a part-time employee takes Family and Medical Act (FMLA) leave in a single block of time, they are entitled to 12 workweeks of leave regardless of the number of hours typically worked in the workweek. If an employee's schedule varies significantly from week to week, a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period (including any hours for which the employee took leave of any type) will be used for calculating the employee's leave entitlement. FMLA eligibility is also contingent on the employee's working at least 1,250 hours in the immediate preceding 12 months of employment. Nothing herein is intended to alter the minimum number of hours an employee must work to be eligible for FMLA leave.

12.8 Military Leave

A. 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 Village and employee.

B. 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” for a current member of the Armed Forces means not only a serious injury or illness that was incurred by a current member of the Armed Forces in the line of duty on active duty, but also a pre-existing serious injury or illness that was aggravated by service in the 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 the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran.

12.9 Substitution of Paid Leave

A. Required Substitution

Employees are required to substitute unpaid leave with accrued available paid benefit time for any part of an FMLA leave taken for any reason in the following order:

1. Sick time
2. Personal Time
3. Floating Holidays

4. Compensatory Time
5. Vacation Time

B. Combination of Paid/Unpaid Leave

When an employee has used all accrued available 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.

12.10 Effect on Benefits

A. 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 been actively working during the leave period.

B. Insurance Contributions

Employees' contributions to premiums continue at the same level as if they were actively working. 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.

C. Paid Leave

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

D. 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.

E. Late Payment

If an employee's premium payment is more than thirty (30) days late, the Village may terminate the health coverage, at which time the employee would be offered the option to elect COBRA. Once premium payments are made in full under COBRA, insurance coverage may be retroactively reinstated effective from the date of expiration. Coverage may be restored upon the employee's return from leave.

F. Reimbursement

If the Village pays the employee's share of the premium which the employee missed during the leave, the Village will 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 all current and future delinquent payments.

G. 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.

H. 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.

12.11 Job Protection

A. 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.

B. 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.

C. 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.

D. 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 13: DRUG FREE WORKPLACE ACT

13.1 Statement of Policy

The unlawful manufacture, distribution, dispensation, possession, or use of alcohol or 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 Illinois law, including any applicable interpretative rules that may be adopted pursuant to the law. 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 and alcohol use.

13.2 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 drugfree awareness program to inform employees about:

- The dangers of drug and alcohol abuse in the workplace.
- The Village's policy of maintaining an alcohol and drugfree workplace.
- Any available drug and alcohol 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.

13.3 Employees to Whom this Policy Applies

This policy applies to every Village employee.

13.4 Penalties for Violation of this Policy

Any employee who violates this policy 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.

13.5 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.

13.6 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 and/or drug testing if the Village has reasonable suspicion to believe:

- An employee is being affected by the use of alcohol while performing Village duties; or
- An employee has abused prescription drugs, or used or is under the influence of recreational controlled substances while performing Village duties; or
- An employee has used drugs illegally.

13.7 Employee Assistance Program

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

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

- The Village of Lake in the Hills recognizes that drug and/or alcohol 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 and/or alcohol 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~~Assistant Village Administrator.

- Employees who believe they have a drug and/or alcohol 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. 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 their drug and/or alcohol abuse problem.
- An employee who voluntarily seeks assistance under the Village's EAP may not be subject to discipline because of their drug and/or alcohol abuse problem if, in the opinion of the Program Administrator, 1) the employee can satisfactorily continue to perform their 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 or post-accident 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 and/or alcohol 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 and/or alcohol 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 and/or alcohol 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.

13.8 Acceptance of this Policy

The Village requires that all employees acknowledge that they:

- Have received the Village of Lake in the Hills' 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 and/or alcohol abuse assistance or rehabilitation program and provide the Village with proof of satisfactory participation in and completion of such a program.

13.9 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 14: 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.

14.1 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 their 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 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; and
 - 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.
6. Require an individual to use their social security number to access an internet website.

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

14.2 Exclusions from Prohibitions

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.

14.3 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.

14.4 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.

14.5 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.

14.6 Distribution 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 their 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 receipt of a 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.

SECTION 15: LEAVES OF ABSENCE

15.1 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. Employees who regularly work a 2nd shift shall not be required to work the last six hours of their shift prior to the date they are summoned for jury duty.

15.2 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.

15.3 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 advance 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.

15.4 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 of the polls.

15.5 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.

15.6 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 full-time 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.

15.7 Victims' Economic Security and Safety Act Leave (VESSA)

A. 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.

B. 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 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.

C. Period and Schedule

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

D. Notice

The employee must give at least 48 hours advance notice of their 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.

E. 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 except to the extent that disclosure is required

or consented to be in writing by the employee or otherwise required by applicable federal or state law. The employee is required to provide a sworn statement and one of the following documents only if they have possession of such document:

- 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; or
- A police or court record; or
- Other corroborating evidence.

F. Maintenance of Benefits

1) Returning to Work

An employee returning to work after taking VESSA leave shall be entitled to their 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 or rights, 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.

2) 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 VESSA leave if the employee fails to return to work after the allotted leave expires in certain circumstances.

G. 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.

H. Employment Sustainability

The Village will not refuse to hire an applicant, 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, sexual, gender or any other crime of violence. The Village will endeavor to provide qualified

employees subject to VESSA a reasonable accommodation so as to allow employees to continue working for the Village so long as it does not pose an undue hardship for the Village.

15.8 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) work 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 their leave, the employee, along with all other qualified candidates, may be considered for the position.

15.9 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.

15.10 Benefit Leave Time

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

SECTION 16: GENERAL RULES AND REGULATIONS

16.1 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 that if they are 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 Personal Mail

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

16.7 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.

16.8 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.

16.9 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 their 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~~Assistant Village Administrator 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.

16.10 Information Technology Use

A. Electronic Equipment and Systems

The Village encourages the use of electronic communication systems and information technology to support our activities and enable us to better serve our residents and customers in an efficient manner. However, the ability to use such systems brings with it important responsibilities. Policies in this section are intended to set guidelines for proper use of the Village's systems. All electronic equipment and systems, including without limitation, computers, computer files, the email system, telephones, cellular phones, and software, furnished to employees are Village property intended for business use. Employees have no expectation of privacy when using the Village's systems.

Employees are not permitted to share their Village login information with anyone other than the IT Specialist or Managed Services Provider (MSP) or when authorized by a Department Head. In order to safeguard Village systems, employees are to log off or lock their workstations when leaving the general vicinity of their workstations and will be required to create a complex password.

To ensure compliance with the policy, computer, telephone and email usage may be monitored. By using the Village's systems and equipment, employees expressly consent to the organization's monitoring policy and agree to comply with all limitations on and requirements regarding the use of such systems and equipment. Personal systems that are used for Village business are also subject to this policy.

The Assistant Village Administrator is responsible for all software, hardware, electronic devices and systems of the Village, and, as such, all purchases related to the information systems of the Village will be made by or approved by the Assistant Village Administrator, or their designee. Similarly, any electronics that are being disposed of, donated, repurposed, resold or otherwise transferred from Village ownership must first be approved by the Assistant Village Administrator and then given to the IT Specialist or MSP to be wiped clean of data in advance of the transaction. This includes, but is not limited to, cellular phones, laptops, desktops, printers, fax machines, cameras, copiers, software, etc.

B. Workplace Monitoring and Inspections

The Village reserves the right to search, with or without notice, any employee's, computer, emails, voicemail, technology, vehicle or any other village issued devices on our premises. It should be noted that all offices, desks, digital files, computers, and so forth, are the property of the Village and are issued to employees for business use and only during their employment with the Village. Employees therefore, have no expectations of privacy as it relates to Village information systems. Searches and inspections may be conducted at any time at the discretion of the Village consistent with the Village's administrative authority. Refusal to submit to a search or inspection can lead to discipline, up to and including termination of employment. The Village reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection, or protection of proprietary information.

C. Cellular and Telephone Usage

Personal cellular phones and/or wireless communication devices may be used during the work day at the discretion of the Department Head and in accordance with department standard operating procedure. All cellular phone use should be used in a professional, respectful manner and may only connect to the Villages guest Wi-Fi. As a general rule, cellular phones and wireless communication devices should be turned off or switched to silent mode during meetings, training events or during other times when such is requested by a supervisor or Department Head. Employees are permitted to use Village telephones for personal reasons on a limited basis. Employees issued a cellular phone may not access pornographic websites, gambling websites, or any illegal content. This is a privilege and not a right and may be withdrawn by the Department Head if abused through excessive use or if telephoning causes interference with work duties. Any equipment used for Village business may be inspected or copied whether it is owned by an employee individually or by the Village. Please also keep in mind that personal phones used for business purposes are also subject to inquiries under the Freedom of Information Act (FOIA). Any employee who uses a personal phone, personal computer or other personal electronic device for business purposes consents to the Village accessing such device as necessary to comply with the Village's legal requirements and to protect the Village's information.

D. Internet Usage

The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job related activities, incidental, occasional brief and appropriate personal use is permitted within reasonable limits as long as it does not interfere with work duties.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the Village and, as such, is subject to disclosure to law enforcement or other third parties. Consequently,

employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of the Village. As such, the Village reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, political beliefs, sexual comments or images, racial slurs, gender specific comments, or other comments or images that could reasonably offend someone on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, genetic information or other segmenting factor protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not obtained authorization for its use; it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus free environment, no files sent from an unauthorized or unknown source may be downloaded from the Internet without prior authorization from the IT Manger.

Abuse of the Internet access provided by the Village in violation of law or Village policies will result in disciplinary action, up to and including termination of employment.

Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated, or additional, actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Violating copyright law
- Failing to observe licensing agreements

- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Jeopardizing the security of the organization's electronic communications systems
- Passing off personal views as representing those of the Village
- Engaging in any other illegal activities

The only exception to these rules is sworn police officers conducting a lawful investigation.

16.11 Social Media Usage

To assist in making responsible decisions about the use of social media, the Village has established these guidelines for appropriate use of social media. Please remember that as a public employee, you represent the Village of Lake in the Hills and in doing so have an effect on the reputation and perception of the Village. While you are generally free to express yourself individually on social media sites, we encourage you to do so in a professional manner that does not impede the working relationships within your department or negatively affect the public perception of you or the Village. Employees may be subject to discipline for comments made on social media that are deemed inappropriate about the Village or other employees. This policy applies to all employees who work for the Village.

Social Media is defined as; blogs, other types of self-published online journals, and collaborative Web based discussion forums including, but not limited to, Linked-In, Facebook, Instagram, Snapchat and Twitter.

A. Social Media Guidelines:

The following rules and guidelines apply to the use of social media, whether such use is for the Village on Village time, for personal use during non-work time, outside the workplace or during working time while using Village owned equipment.

- Employees are prohibited from discussing confidential Village matters through the use of social media. Confidential information means the Village's customer account information, strategic business plans, customer lists, business contracts, processes, marketing plans and employee medical information that would not otherwise be available to the public. Employees may not post any information that threatens public safety or security of the Village's systems and/or is subject to attorney client privilege.
- Employees cannot use social media to harass, threaten, libel or slander, bully, make statements that are maliciously false or discriminate against co-workers, customers, clients, vendors or suppliers, any organizations associated or doing business with the Village, or any members of the public, including website visitors who post comments. The Village's anti-harassment and EEO policies apply to use of social media in the workplace.

- Employees shall not publish photographs, videos, or other images on personal social media in which the Village's logo, uniforms, equipment, or any other indicator of the Village is depicted, unless such depiction comports with the provisions of 16.11.2 Village Sponsored Social Media.
- This policy is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours and working conditions with co-workers.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating or replying to, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Village, fellow employees, members, customers, suppliers or people working on behalf of the Village. If you do publish a blog or post online related to the work you do or subjects associated with the Village, make it clear that you are not speaking on behalf of the Village. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the Village."
- The safety of our employees and residents is of the utmost importance to the Village. Therefore, employees are prohibited from posting any personal information that could compromise the safety of an employee or resident.

B. Village-Sponsored Social Media

Village-sponsored social media is used to: convey information about Village services; advise residents about important updates; obtain resident feedback; exchange ideas; issue or respond to breaking news, or respond to negative publicity; and discuss Village-specific activities and events. All such Village-related social media is subject to the following rules and guidelines, in addition to the rules and guidelines set forth above:

- Only employees designated and authorized by the Village can prepare content for or delete, edit, or otherwise modify content on Village-sponsored social media.
- Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.
- Designated employees are responsible for ensuring that Village-sponsored social media conforms to all applicable Village rules and guidelines. These employees are authorized to remove immediately and without advance warning any content, including offensive content such as pornography, obscenities, profanity, and/or material that violates the Village's EEO and/or anti-harassment policies.
- Employees who want to post comments in response to content must identify themselves as Village employees.

C. Personal Use of Social Media

The Village discourages personal use of social media on equipment we provide. The

Village reserves the right to access, audit and disclose messages, attachments, and any information transmitted over any technology that is issued or maintained by the Village. Employees' personal social media use should be made on personal devices, limited to non-work time and conducted in a manner that does not interfere with operations or the work of other employees. Should your use of social media become an issue, your supervisor or Department Head will bring it to your attention and may take disciplinary action. Use may be work-related as authorized by your supervisor or Department Head and consistent with any related organization policies such as equipment usage policies. Do not use Village email addresses to register on social networks, blogs or other online tools utilized for personal use. Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (e.g. Facebook, Twitter, Instagram, Snapchat)

D. Violations

The Village will investigate and respond to all reports of violations of the Village's rules and guidelines or related policies. Employees are urged to report any violations of this policy to the ~~Human Resources Manager~~[Assistant Village Administrator](#). Violation of this policy may result in discipline up to and including termination of employment. The Village prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation, in good faith. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

SECTION 17: 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 18: SEPARATION FROM EMPLOYMENT

18.1 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.

18.2 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 in accordance with the terms and conditions stated in these rules and regulations. This amount is in addition to any pension or life insurance benefits.

SECTION 19: 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 their 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 their 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.

19.1 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 or the date of the qualifying event.

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 20: 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 21: 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 their dependents, in the event that it is determined 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 they and/or a family member want 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 22: 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, including their personal health information and their dependents personal health information.

The ~~Human Resources Manager~~Assistant Village Administrator of the Village shall serve as its Medical Information Privacy Officer. The ~~Human Resources Manager~~Assistant Village Administrator 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 (IPHI) it receives or creates from misuse and will not disclose IPHI to any individual or entity unless authorized by the individual.

As a business associate 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 your 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~~Assistant Village Administrator, Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156 via interoffice 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.



REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024
DEPARTMENT: Finance
SUBJECT: Review of Accounts Receivable Balances

EXECUTIVE SUMMARY

The Village’s accounts receivable (A/R) balances fluctuate on a daily basis as new invoices are issued and payments are posted on an almost continuous basis. With this in mind, the following discussion is based on the accounts receivable balances as of June 4, 2024.

Total A/R Balances

A/R balances can be broken down into three distinct processes: water billing, tickets and violations issued through the Village’s ordinance violation software system (Duncan/Dacra), and all other invoices issued through the Village’s enterprise resource planning system (New World). For analysis purposes, the New World invoices have been further broken down into nine separate categories as depicted on the attached summary of outstanding A/R balances. As of June 4th, a total of \$516,055.49 was due to the Village:

New World Invoices:		\$125,557.47
Airport	\$ 11,277.16	
Conversion (from prior system)	13,525.44	
Insurance	3,210.35	
Lease	32,637.61	
Miscellaneous	40,117.20	
Mowing	8,171.08	
Recreation	7,558.07	
Reimbursements (net of escrows)	7,088.82	
Returned Payments	1,971.74	
Tickets/Violations		98,775.00
Water Billing		<u>291,723.02</u>
Total A/R Outstanding as of June 4, 2024		<u>\$516,055.49</u>

This total can be further broken down into A/R aging categories as follows:

Current Balances	\$253,571.69
1-30 Days Past Due	45,446.42
31-60 Days Past Due	3,171.50
61-90 Days Past Due	2,512.41
90+ Days Past Due	<u>211,353.47</u>
Total A/R Balances Due	<u>\$516,055.49</u>

Collection Agency A/R Balances

A/R balances under 90 days past due are managed in-house and are not forwarded to a collection agency. Therefore, A/R balances eligible to be forwarded to a collection agency total \$211,353.47, however, several adjustments need to be made to this total.

First, debts older than seven years are not accepted by the State Comptroller's Local Debt Recovery Program and that aging limit is also applicable to most collection agency action. Invoices older than seven years total \$29,605.66 through June 2024 and should be written off the books for financial reporting purposes. The vast majority of this debt is comprised of two subsets - \$13,525.44 is due from the migration of the Village's old enterprise resource planning system in 2015 and will all be at least nine years old by the end of 2024, and an additional \$14,664.99 is due from the Pyott Road/Larsen Park stables rental in early 2017.

Second, a total of \$98,775.00 will be migrated from the Village's prior ordinance violation system and will now be handled by the new system. Although this type of debt will also be forwarded to a collection agency after 90 days, that process is separate from the Village's invoicing system and will be managed by Dacra.

Third, the Miscellaneous category includes a total of \$21,943.25 in ordinance violations fines imposed against one particular property against which a lien has been placed and, therefore, payment will eventually be made upon the transfer of ownership of the property at the latest.

Finally, the Water Billing category contains a total of \$21,824.41 in balances due beyond 90 days. Those balances are the result of either water accounts that have had their water service disconnected for which payment will eventually be made to have the water service reconnected (i.e. vacant homes, etc.), or water accounts that have had bankruptcy filings associated with them that most likely will need to be written off if the bankruptcy is eventually approved, or water accounts with balances from prior owners for which the Village was not notified of a change in ownership until after the closing occurred. Only the last category involving prior owners would involve a collection agency and that balance is estimated to be about one third of the total or \$7,274.80.

Backing out these four adjustments, leaves a balance of \$46,479.95 in non-ticket/violation invoices to be handled by a collection agency. The \$98,775.00 in the Tickets/Violations category will also be forwarded to a collection agency but that will be done through the Dacra ordinance violation software system process.

Collection Processes

Each of the three distinct processes follows a different path to collections. The Dacra system will begin with a balance due in the amount of the fine assessed for the first 21 days. After 21 days, the fine doubles (except for Community Development Department fines). Then after 90 days, the balance is sent to collections and a collection fee (30% is proposed under a separate agenda item) is tacked on. Upon collection, the Village receives the amount of the original fine.

Water billing balances will rarely be sent to collections due to the extremely effective collection method of discontinuing water service due to non-payment. The customer has a minimum of 21 days to pay the initial water bill without penalty. After 21 days, a late payment penalty of 20% is assessed. Then, after a minimum of 40 days without payment, the account is subject to water service disconnection after which additional fees (\$50.00 minimum termination and reinstatement fee) plus a deposit (\$75.00) would be due. If a water account is subsequently sent to collections, then collection costs would also be assessed.

Village issued invoices follow multiple due date and late payment timelines depending on whether or not there is an underlying lease or agreement behind the obligation. For example, airport leases generally have a due date of the first of the month with a grace period to the 10th of each month after which a 10% late payment penalty would be applied. However, health insurance continuation invoices have a due date of the first of the month but a 30-day grace period is mandated after which coverage can be terminated. For those accounts without underlying supporting documents, the following process applies:

1. Customer is given 30 days to pay the initial invoice.
2. After 30 days, a statement and/or invoice copies are mailed as a second notice.
3. After 60 days, a statement and/or invoice copies are mailed as a third notice along with a letter notifying the customer of the additional collection fees (30% is proposed under a separate agenda item) that will be imposed if the account remains unpaid for an additional 30 days.
4. After 90 days, the additional collection fees are assessed and the account is sent to collections.

Annual Write-Offs of Uncollectible Accounts

One additional step is being proposed to allow for the automatic write-off of accounts deemed to be uncollectible for financial reporting purposes only. As previously mentioned, debts older than seven years are not accepted by the State Comptroller's Local Debt Recovery Program and most collection agencies use that aging limit as well to deem accounts as uncollectible. Therefore, staff recommends an automatic write-off at the close of every fiscal year for any debt that has been outstanding for seven years or longer.

Note that the automatic write-off of debts older than seven years at the end of each fiscal year would be for financial reporting purposes only. The debt would still be a valid debt owed to the Village that would be recognized as revenue if it were ever collected after it was written off. Outstanding liens against properties would be an example of a debt that could very well be collected after it was written off if the transfer of the property to new owners didn't occur until after seven years had passed from the time the lien was placed.

FINANCIAL IMPACT

Assuming no additional payments are received for outstanding invoices through the end of the year, a total of \$33,014.19 would be written off for financial reporting purposes as of December 31, 2024. Additionally, assuming a similar ratio of debt eligible to be written off for water bills as there would be for Village invoiced debts, an additional \$7,939.21 would be written off for water bills for financial reporting purposes as of December 31, 2024. Tickets and violations are not recorded as revenue until collected so there would be no financial impact for any portion of that \$98,775.00 as none of that has been recorded as revenue on the books yet.

ATTACHMENTS

1. Outstanding Accounts Receivable Balances Summary as of June 4, 2024

RECOMMENDED MOTION

Motion to approve automatic write-offs at the close of every fiscal year for all debts that are due and payable to the Village that have been outstanding for seven years or longer for financial reporting purposes only.

VILLAGE OF LAKE IN THE HILLS
 OUTSTANDING ACCOUNTS RECEIVABLE BALANCES - SUMMARY
 AS OF JUNE 4, 2024

	Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Total Due
A) AIRPORT INVOICES TOTALS:	-	7,784.90	351.15	223.15	2,917.96	11,277.16
B) CONVERSION - PRIOR ERP SYSTEM INVOICES TOTALS:	-	-	-	-	13,525.44	13,525.44
C) INSURANCE INVOICES TOTALS:	-	625.34	537.56	-	2,047.45	3,210.35
D) LEASE INVOICES TOTALS:	17,772.62	-	-	-	14,864.99	32,637.61
E) MISCELLANEOUS INVOICES TOTALS:	1,662.50	5,215.89	79.00	539.42	32,620.39	40,117.20
F) MOWING VIOLATION INVOICES TOTALS:	-	-	-	-	8,171.08	8,171.08
G) RECREATION INVOICES TOTALS:	-	-	-	-	7,558.07	7,558.07
H) REIMBURSEMENT INVOICES TOTALS:	-	-	11.88	-	7,076.94	7,088.82
I) RETURNED PAYMENTS INVOICES TOTALS:	-	-	-	-	1,971.74	1,971.74
J) TICKETS/VIOLATIONS TOTALS:	-	-	-	-	98,775.00	98,775.00
K) WATER BILLING TOTALS:	234,136.57	31,820.29	2,191.91	1,749.84	21,824.41	291,723.02
TOTAL OUTSTANDING ACCOUNTS RECEIVABLE BALANCES:	253,571.69	45,446.42	3,171.50	2,512.41	211,353.47	516,055.49
LESS AMOUNTS RECOMMENDED TO BE WRITTEN OFF (i.e. OLDER THAN 7 YEARS):	-	-	-	-	(29,605.66)	(29,605.66)
NET OUTSTANDING ACCOUNTS RECEIVABLE BALANCES AFTER RECOMMENDED WRITE-OFFS:	253,571.69	45,446.42	3,171.50	2,512.41	181,747.81	486,449.83



REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024

DEPARTMENT: Finance

SUBJECT: Ordinance Approving a Collection Services Agreement with Municipal Collections of America, Inc.

EXECUTIVE SUMMARY

In conjunction with the implementation of the Village's new ordinance violation software provided by Dacra Tech, LLC, the Village would reap the most benefits from the new system by contracting with a collection agency to assist in collecting overdue violations, fees, penalties, etc.

The Village currently uses the State Comptroller's Local Debt Recovery Program to help collect unpaid debts but that program is only effective if a balance is due to the debtor by the State who would then withhold the amount that is due to the Village and remit those funds after a due process period that allows the debtor to protest the amount. Utilizing the services of a collection agency would be more of a proactive approach to debt collections as they would pursue the debt through phone calls, letters, texts, etc.

Rather than replace the Local Debt Recovery Program with a collection agency, the ideal solution is to utilize both programs so that a delinquent account can be actively managed while also waiting for a potential state payment to be intercepted if the payee owes the Village any funds.

Municipal Collections of America, Inc. (MCOA) is being recommended because they are a well-established firm having been in the industry for over 25 years, they have a working relationship with both Dacra Tech, LLC and the Local Debt Recovery Program, they will actively manage the entire process for the Village's Local Debt Recovery Program other than protests for which the Village will need to be involved, and they will also accept non-ordinance violation and non-ticket related debt such as mowing costs, returned checks, water bills, etc.

MCOA would charge a fee of 25.92% of any amount collected for which the Village has added a cost of collection fee which equates to the Village receiving the entire amount due to it and the collection fee portion being retained by MCOA. For any debts not subject to a cost of collection fee, MCOA would charge a fee of 25% of the amount collected.

The volume of debt anticipated to be forwarded to MCOA is approximately \$145,000 annually (as detailed in a separate agenda item) which is comprised of approximately \$100,000 in ticket/ordinance violations plus approximately \$45,000 in other Village invoiced debt.

FINANCIAL IMPACT

Since all collection costs would be borne by the debtor, and assuming a \$145,000 balance is placed with the collection agency as described above (approximately \$100,000 in ticket/ordinance violations plus approximately \$45,000 in Village invoiced debt), the Village would realize anywhere from \$0 to \$145,000 in additional revenue depending on the collection agency's recovery rate. Assuming the Village would be in line with the national average recovery rate of 20% or so, would result in additional revenue of approximately \$29,000.

ATTACHMENTS

1. Outstanding Accounts Receivable Balances Summary as of June 4, 2024
2. Ordinance Approving a Collection Services Agreement with Municipal Collections of America, Inc.

RECOMMENDED MOTION

Motion to approve the Ordinance Approving a Collection Services Agreement with Municipal Collections of America, Inc.

VILLAGE OF LAKE IN THE HILLS
 OUTSTANDING ACCOUNTS RECEIVABLE BALANCES - SUMMARY
 AS OF JUNE 4, 2024

	Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Total Due
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C) INSURANCE INVOICES TOTALS:	-	625.34	537.56	-	2,047.45	3,210.35
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K) WATER BILLING TOTALS:	234,136.57	31,820.29	2,191.91	1,749.84	21,824.41	291,723.02
TOTAL OUTSTANDING ACCOUNTS RECEIVABLE BALANCES:	253,571.69	45,446.42	3,171.50	2,512.41	211,353.47	516,055.49
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NET OUTSTANDING ACCOUNTS RECEIVABLE BALANCES AFTER RECOMMENDED WRITE-OFFS:	253,571.69	45,446.42	3,171.50	2,512.41	181,747.81	486,449.83

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024 - ____

**An Ordinance Approving a Collection Services Agreement
With Municipal Collections Of America, Inc.**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), 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 to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village has identified that it desires to enter into an agreement with Municipal Collections of America, Inc. for certain collection services, as further described in Exhibit A attached hereto and, by this reference, made a part of this Ordinance (the "Agreement"); and

WHEREAS, while the Village inherently possesses certain statutory rights regarding collection services, including *inter alia*, pursuant to 65 ILCS 5/1-2-1, the Village also expressly authorizes this Ordinance, pursuant to its home rule authority, to extend the duration of a contract beyond what is otherwise prescribed by 65 ILCS 5/8-1-7.

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preambles are true, and the statements are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: The Collection Services Agreement with Municipal Collections of America, Inc., attached hereto as Exhibit A, is hereby approved, and the Village President is authorized to execute the Agreement.

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 approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 13th day of June, 2024 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 13TH DAY OF JUNE, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

COLLECTION SERVICES AGREEMENT
Municipal Collections of America, Inc

This COLLECTION SERVICES AGREEMENT, is established this ____ day of _____, 2024 by and between Municipal Collections of America, Inc, (MCOA) an Illinois corporation, and the Village of Lake in the Hills, an Illinois Municipal Corporation (hereinafter referred to as THE VILLAGE).

WHEREAS, MCOA is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE VILLAGE in collecting the said fines through an effective collection process and;

WHEREAS, THE VILLAGE may wish to list certain other debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection. MCOA retains the right to reject any debt submitted for collection and will provide explanation for such action if taken.

MCOA and THE VILLAGE do hereby agree as follows:

ARTICLE I

THE VILLAGE agrees that any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to the terms and conditions within this Agreement.

All municipal debts and fines listed for collection will be forwarded to MCOA, using the forms and procedures designated by MCOA.

Upon request of MCOA, THE VILLAGE will provide certified copies of any documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any violations listed for collection within five days thereof.

ARTICLE II

MCOA agrees to use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debts/fines which are listed for collections.

ARTICLE III

No fees will be payable to MCOA unless money is collected, at which time MCOA will be paid as follows:

If THE VILLAGE has added a 35% Cost of Collection Fee at delinquency per 65 ILCS 5/1-2-1; MCOA's fee shall be 25.92% of any payment received.

Any debts that are determined to not be eligible for adding-on the Cost of Collection under 65 ILCS 5/1-2-1 will be recovered with MCOA receiving 25% of the proceeds upon recovery.

MCOA's performance of the Local Debt Recovery Program (IDROP) on behalf of THE VILLAGE shall be performed at no additional cost beyond the standard commission detailed above.

ARTICLE IV

Upon THE VILLAGE'S listing of the violation for collection, MCOA shall have the exclusive right to collect the amounts owed there under until such time as it determines the debt is uncollectable or THE VILLAGE requests return of the violation to THE VILLAGE. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE VILLAGE'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE VILLAGE, its share of any amounts collected. Remittance to the VILLAGE will be made by the 15th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE VILLAGE for violations which have been listed for collection, THE VILLAGE will report such collections to MCOA daily for accounting under this Article.

ARTICLE V

THE VILLAGE hereby authorizes MCOA to accept a negotiated settlement on any violations listed for collection. However, unless otherwise authorized by the VILLAGE, any such settlements shall be no less than 100% of the available balance.

Should THE VILLAGE make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any violation listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed. Any such payments which may become due may be deducted from the VILLAGE'S next monthly payment from MCOA.

ARTICLE VI

MCOA agrees to defend, indemnify and hold THE VILLAGE harmless against any and all liability, costs and expenses including attorney fees, occasioned by claims or suits for loss or damages arising out of the acts of the agents, servants or employees of MCOA during the term of this Agreement. MCOA shall defend, indemnify, and hold THE VILLAGE harmless from any claim or action arising out of MCOA's performance or non-performance of its obligations under this agreement, including but not limited to any violation of the Fair Debt Collection Practice Act, any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE VILLAGE agrees to defend, indemnify and hold MCOA harmless against any and all liability, costs and expenses including attorney fees, occasioned by the claims or suits for loss or damages arising out of the acts of THE VILLAGE, its servants or employees.

Further, the VILLAGE warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to the VILLAGE; and in addition to the indemnities listed above, the VILLAGE agrees to defend, indemnify, and hold MCOA harmless against any and all liability, costs, and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 24 months from the date first above written, however, it shall continue under the same terms and conditions for up to three (3) additional one-year periods, or until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.



REQUEST FOR BOARD ACTION

MEETING DATE: June 11, 2024

DEPARTMENT: Parks & Recreation

SUBJECT: Northern Illinois Special Recreation Association Membership Dues

EXECUTIVE SUMMARY

Staff is seeking the approval of the proposed FY24/25 membership dues for Northern Illinois Special Recreation Association (“NISRA”). The Village of Lake in the Hills, along with 12 participating agencies that include Barrington Park District, Cary Park District, Crystal Lake Park District, Dundee Township Park District, City of Elgin, Hampshire Township Park District, City of Harvard, Huntley Park District, Marengo Park District, City of McHenry, Wauconda Park District, and the City of Woodstock make up the NISRA organization.

The Village of Lake in the Hills membership value as a NISRA member:

- NISRA can create programs that can pool registrants from a number of communities to offer a viable program. An individual community may not have enough residents of similar need/disability to provide a service in a cost effective and quality of service manner.
- The NISRA cooperative provides access to LITH residents with disabilities to member facilities for programs without an additional cost. Example, If the Park and Recreation held swim lessons in the winter, you’d have to cover both staff cost and facility usage fees-NISRA hosts programs at member indoor pools without paying a facility cost as per the Articles of Agreement.
- Individuals with disabilities tend have a higher degree of other physical/medical related issues i.e., seizures, diabetes, allergies, etc. NISRA staff have ongoing training to address these needs (per standard first aid practices) and has developed protocols and procedures to minimize risk. If the Parks and Recreation Department ran a special recreation program directly then the community takes on all the risk and responsibility.
- Lake in the Hills receives the *Monthly Inclusion Newsletter* with training topics and staff recognition. NISRA Inclusion provides specific individual training and support to staff throughout the year. Training sessions include a Member District Round Table for Recreation Supervisors, Joint Member District Workshop, and Inclusion Specific for Summer Day Camp.

The relationship between the Village of Lake in the Hills and NISRA is long-standing with NISRA providing additional recreation options to the community, training opportunities for staff, perspective and recommendations on future open space and programming, and staff members to consult with or attend programs to assist.; free staff training opportunities; and authorized use of their mini-bus.

NISRA has a May 1 Fiscal Year start date and the proposed dues would cover the Village’s membership for the corresponding year of May 1, 2024 through April 30, 2025. The request is to consider and approve the membership dues, in full. This streamlines and simplifies the approval and payment processes.

NISRA dues are distributed across the member communities by applying a multiplier against the previous year’s (2022) EAV ÷ \$100. The bylaws prevent a member’s dues from being less than the previous year. In these situations, the dues are frozen for those individual members. The NISRA Finance Committee reviews multipliers of .017, .01725, and .0175 and a recommendation is made. For FY 24/25, the recommendation was to use the .0175 multiplier, increasing the Village of Lake in the Hills membership by \$4,205 over the FY 23/24 membership dues. The Village of Lake in the Hills’ dues are 2.6% of the total membership dues collected.

District	2021 EAV’s	FY 23/24 Member Dues)	2022 EAV’s	FY 24/25 Member Dues (rate .0175)
Lake in the Hills	329,042,031	57,582	353,067,666	61,787

It should be noted that the Village’s EAV calculations do not include the overlapping EAV portions of Lake in the Hills that are included within the Huntley Park District, Cary Park District, or the Crystal Lake Park District.

FINANCIAL IMPACT

NISRA’s FY2024/25 dues for the Village increased to \$61,787.00 and were included in the Village’s FY24 budget in the same amount of \$61,787.00.

ATTACHMENTS

1. Participation Numbers for LITH
2. FY2024/25 NISRA Budget
3. FY2024/25 Membership Dues

RECOMMENDED MOTION

Motion to Approve the NISRA FY2024/25 membership dues at \$61,787.00.

**NISRA Annual Participation/Registration by Member
Spring of 2023 through Winter of 2024**

Program Seasons vary in length from 6 - 8 weeks

MEMBER	Spring 2023		Summer 2023		Fall 2023		Winter 2024		Annual Totals	
	Individuals	Registrations	Individuals	Registrations	Individuals	Registrations	Individuals	Registrations	Individuals*	Registrations
Barrington	15	33	13	41	19	43	19	45	26	162
Cary	31	62	35	134	32	111	26	86	47	393
Crystal Lake	138	252	123	370	136	339	130	269	202	1230
Dundee	61	127	75	195	68	167	66	165	105	654
Elgin	72	179	108	306	79	272	82	265	127	1022
Hampshire	10	14	10	26	8	20	9	14	15	74
Harvard	153	159	39	61	10	36	9	25	157	281
Huntley	40	73	64	137	51	112	51	100	66	422
Lake in the Hills	31	52	36	96	33	86	29	82	40	316
Marengo	7	10	9	20	8	20	6	14	10	64
McHenry	34	95	47	156	42	124	36	105	64	480
Wauconda	11	19	9	34	10	23	11	26	17	102
Woodstock	50	82	67	199	60	179	57	133	94	593
Out-of-district	124	185	153	300	128	238	219	319	387	1042
TOTALS	777	1342	788	2075	684	1770	750	1648	1357	6835

* Unduplicated Total Individuals for Fiscal Year 2022-2023



NISRA

Northern Illinois
Special Recreation Association

Budget Fiscal Year 2024/2025

May 1 - April 30

Mission: Enriching the lives of people with disabilities through meaningful recreation experiences.

Core Values: Fun~Professional~Compassionate~Trustworthy~Innovative



Approved: February 21, 2024
Board President: *Maria Cumpata*

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Budget Highlights/Notes

Projected FY2023/24 Year End:

- The Year-end Total Operating Net Income is projected to be \$80,158. This is \$65,663 above the budgeted Operating Net Income. The Year-end Total Net Income, which includes Capital expenses, is projected to be \$26,442 which is \$65,342 more than was budgeted.
- The year-end net income numbers were helped tremendously by an anticipated 15% increase in fundraising dollars from the NISRA Foundation. The continued success of the NISRA Foundation is of great assistance in managing the financial needs of program services.
- Program Services, Trips account #4434 is projected to be \$32,000 less than budgeted due to cancellation of escorted vacation trip to New Orleans because of insufficient registration.
- Full-time salary expenses are forecasted to finish approximately \$21,000 over budgeted expenses for the fiscal year due to a 27th payroll being distributed on the last day of the fiscal year, April 30th. This is the first time in nine years that a 27th payroll falls into a fiscal year. This is also the first full year of the "Full Time Tier II" employee classification.
- The Total Part-time Staff expense is projected to exceed the amount budgeted due in large part to the continuing increase in the return of registrants to program services following the COVID-19 pandemic. The agency has noted an increase in more participants needing 1:1 staff support, in particular with seasonal programs which is support staff (#43221).

FY 2024/25 Notes:

- Member dues rates were calculated with 0.0175 multiplier rate, per every \$100 of assessed Equalized Assessed Valuations.
- The distribution of operating revenue is expected to rely less on member dues through increases in Program Fees and Fundraising. The percent of revenue from dues is expected to decrease from 71% to 69%, with increases in program revenue from 20% to 21% and contributions to increase from 8% to 9% of budgeted revenue respectively.
- Health/Life account #4335 is projected to increase by approximately 8% due to a 7.88% increase in PPO and a 7.72% increase in HMO premiums. A little over half the staff choose the PPO option and pay 15% toward the cost with HMO users paying 8% toward the premium cost.
- Travel (#4336) is projected to increase by 22% as the Federal mileage reimbursement rate has increased and staff monthly cellphone usage reimbursement will increase from \$20 per month to \$30 per month.
- The Inclusion Reimbursement expense is budgeted at the amount expected to be distributed. Members may request up to 2% of their member dues as per policy 4.14.
- The Capital Vehicle Account (#5010) includes the scheduled replacement purchase of two vehicles in the fiscal year.
- The FY 2024/25 budget proposes a 3% merit increase pool and 1.5% COLA for FT staff. Actual merit increases will be determined through annual performance appraisals and annual performance goal achievement. The budget reflects the rare occurrence of only 25 payroll distribution days in FY2024/25. The Cost Of Living Adjustment (COLA) is new to help insure staff salaries keep up with inflationary rate increases. A limited number of salary adjustments are included to accommodate changes in Salary Ranges taking effect on May 1.

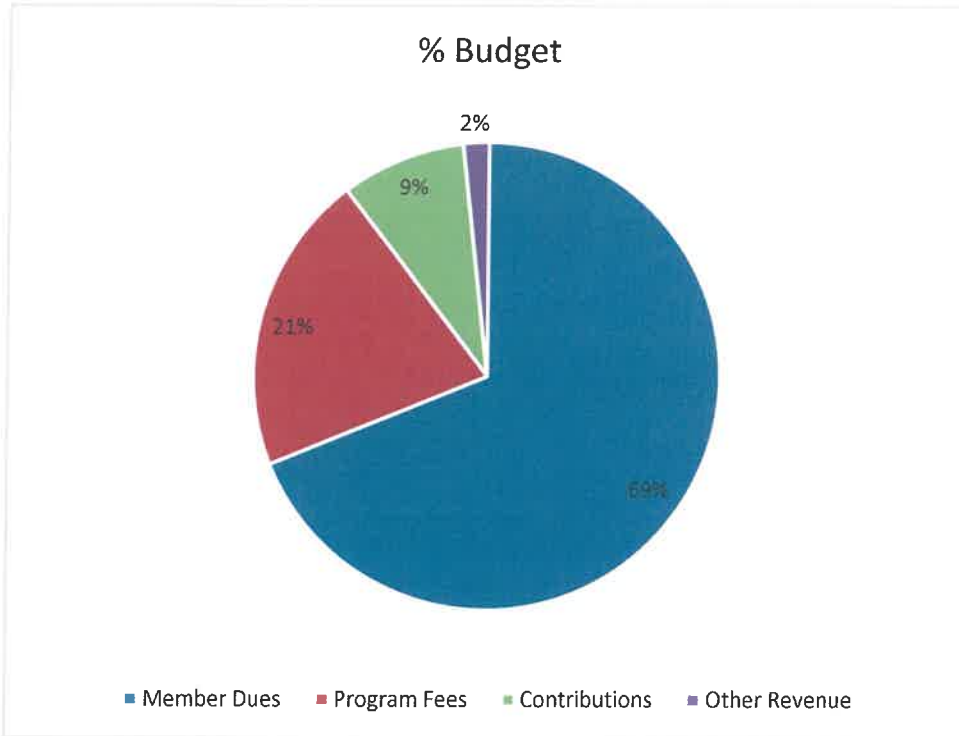
Member Dues

FY 2024/25

Dues Rate Approved October 18, 2023

DISTRICT	2021 EAV's	FY 23/24 Member Dues	2022 EAV's	FY 24/25 Member Dues
		Dues Rate .0175 (1 member Frozen)		Approved Dues Rate .0175
Barrington	707,085,046	126,149	778,664,361	136,266
Cary	690,699,075	120,872	746,746,926	130,681
Crystal Lake	1,689,815,975	295,718	1,825,768,933	319,510
Dundee Township	2,174,656,544	380,565	2,335,311,280	408,679
Elgin	2,931,645,779	513,038	3,247,515,844	568,315
Hampshire Twnshp	370,206,474	64,786	403,290,870	70,576
Harvard	149,384,532	26,142	161,558,212	28,273
Huntley	1,633,123,578	285,797	1,781,489,708	311,761
Lake in the Hills	329,042,031	57,582	353,067,666	61,787
Marengo	151,414,531	26,498	166,711,946	29,175
McHenry	789,601,517	138,180	861,184,991	150,707
Wauconda	421,084,906	73,690	442,846,895	77,498
Woodstock	586,683,575	102,670	633,142,820	110,800
Total	12,624,443,563	2,211,687	13,737,300,452	2,404,028

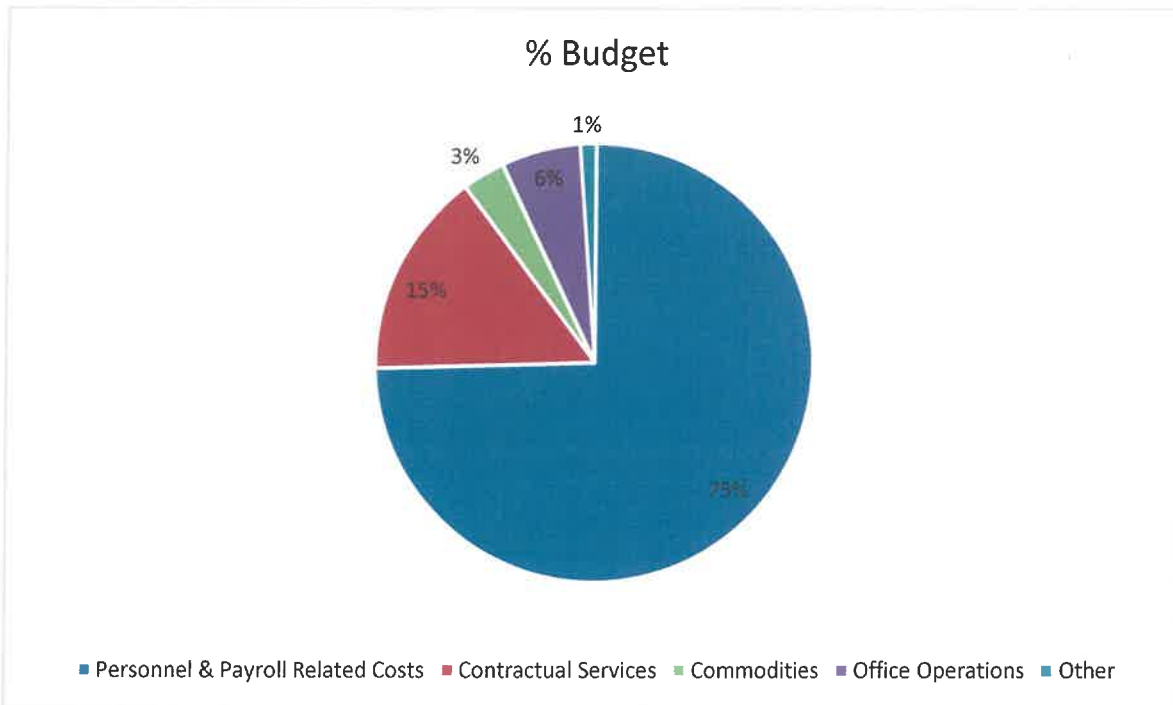
Revenues: How is the revenue generated?



Operating Revenue	% Budget	Budget Total
Member Dues	69%	\$ 2,404,028
Program Fees	21%	\$ 724,900
Contributions	9%	\$ 300,800
Other Revenue	2%	\$ 62,360
Total	100%	\$ 3,492,088

Other Revenue Calculations	
Purchase of Care	\$ 15,500
Respite Services	\$ 24,000
Interest	\$ 19,460
Equipment Disposal	\$ 500
Facility Rental	\$ 800
Fundraising	\$ 2,100
Total Other Revenue	\$ 62,360

Expenditures: How is the money spent?



Operating Expense	% Budget	Budget Total
Personnel & Payroll Related Costs	75%	\$ 2,490,738
Contractual Services	15%	\$ 507,865
Commodities	3%	\$ 106,100
Office Operations	6%	\$ 194,694
Other	1%	\$ 40,300
Total	100%	\$ 3,339,697

Other Expenses Calculations	
Equipment	\$ 26,300
Respite Services	\$ 14,000
Total Other Expense	\$ 40,300

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REVENUE:

ACCOUNT TITLE	ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25
3010	MEMBER DUES				
3011	BARRINGTON	123,015	126,149	126,149	136,266
3012	CARY	111,993	113,921	120,872	130,681
3013	CRYSTAL LAKE	278,978	278,978	295,718	319,510
3014	DUNDEE	321,377	356,743	380,565	408,679
3015	HARVARD	22,221	24,110	26,142	28,273
3016	MARENGO	25,273	25,273	26,498	29,175
3017	MCHENRY	124,443	127,633	138,180	150,707
3018	WAUCONDA	70,569	70,569	73,690	77,498
3019	WOODSTOCK	96,875	96,875	102,670	110,800
30191	HUNTLEY	254,836	267,420	285,797	311,761
30192	HAMPSHIRE	52,789	58,917	64,786	70,576
30193	ELGIN	430,318	479,951	513,038	568,315
30194	LITH	54,176	54,176	57,582	61,787
TOTAL	MEMBER DUES	1,966,863	2,080,715	2,211,687	2,404,028
3020	PROGRAM FEES				
3021	NORTHWEST	28,979	48,021	42,000	55,000
3022	CENTRAL	30,943	42,410	37,000	45,000
3023	EASTERN	16,299	28,850	26,000	30,000
30231	SOUTHERN	18,233	34,552	34,000	35,000
3024	TRIPS	859	22,344	48,000	48,000
3025	MENTAL HEALTH	6,072	2,193	3,000	2,000
30251	CULTURAL ARTS	17,937	35,200	32,000	30,000
30255	SNOEZELEN ROOM	0	0	3,000	2,900
3026	SPECIAL OLYMP.	39,715	46,505	40,000	45,000
3027	LEISURE ED.	0	0	0	0
3028	SPECIAL EVENTS	19,489	38,232	45,000	45,000
3029	DAY CAMP	45,376	61,292	90,000	75,000
30291	ADULT DAY PROG	67,517	88,087	132,000	120,000
30292	BRIGHT PROGRAM	18,990	36,566	100,000	50,000
30295	ADULT DAY SERV	850	3,491	6,100	3,000
3020	PROG FEES OTHER	0	56	0	0
TOTAL	PROGRAM FEES	309,541	487,799	638,100	724,900
3030	PURCH. OF CARE	6,531	7,334	15,500	11,600
3035	RESPIRE SERVICES	24,836	21,019	24,000	24,000
3040	INTEREST				
3041	GEN. ACCOUNT	19	238	60	335
3042	LIQ. ASSET	79	7,913	3,000	28,000
30421	HARRIS Bank	101	818	100	1,500
3044	C.L. BANK	74	272	135	150
3045	HOME STATE	43	363	150	500
3047	MCHENRY SAVGS	258	511	300	3,000
3048	AMERICAN COMM	51	2,765	1000	1,500
TOTAL	INTEREST	625	12,880	4,745	34,985
3050	EQUIP. DISPOSAL	5,851	0	500	0
3051	FACILITY RENTAL	157	550	1,000	600
3070	CONTRIBUTIONS				
3072	BAUW	0	0	0	0
3073	SERVICE ORG.	524	0	500	0
3074	TOWNSHIPS	8,520	8,845	9,000	9,000
3075	FOUNDTN-PROG	118,767	202,761	190,000	208,000
3076	GRANTS	0	0	0	0
3078	BUSINESS/INDIV.	0	0	0	0
3079	REG./SO SPONS.	0	0	0	0
30791	FOUNDTN-PERS	35,000	35,000	35,000	50,000
3080	MISC REVENUE	0	3,170	1,800	1,600
TOTAL	CONTRIBUTIONS	162,811	249,776	236,300	268,600

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ACCOUNT TITLE	ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25
3090 FUNDRAISING					
3094 REC. BANQ.	880	1,624	1,000	1,200	1,000
3095 NISRA STORE	117	220	1,000	300	1,000
3096 OTHER	1,500	3,000	50	1,500	100
TOTAL FUNDRAISING	2,497	4,844	2,050	3,000	2,100

OPERATING REVENUE	2,479,712	2,864,917	3,133,882	3,139,472	3,492,088
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OPERATING EXPENDITURES	2,358,503	2,771,978	3,119,387	3,059,314	3,339,697
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END OF FY OPER. NET INCOME	121,209	92,939	14,495	80,158	152,391
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INCLUSION REIMBURSEMENT:

4900 TOTAL EXPENSE	505	505	2,760	3,081	3,197
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CAPITAL OUTLAY:

5010 VEHICLE ACCT	28,305	0	0	0	201,808
5020 BUILDING ACCT EQUIPMENT	1,435	23,241	18,200	18,200	36,800
5030 REPLACEMENT	2,633	24,443	32,435	32,435	10,990

5000 TOTAL CAPITAL OUTLAY	32,373	47,684	50,635	50,635	249,598
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SAGE TR CAPITAL REVENUE	0	0	0	0	0
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TOTAL FY NET REVENUE	2,479,712	2,864,917	3,133,882	3,139,472	3,492,088
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TOTAL FY NET EXPENDITURE	2,391,381	2,820,167	3,172,782	3,113,030	3,592,492
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TOTAL FY NET INCOME	88,331	44,750	(38,900)	26,442	(100,404)
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START OF FY FUND BALANCE	1,017,872	1,106,203	1,097,281	1,150,953	1,177,395
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END OF FY FUND BALANCE	1,106,203	1,150,953	1,058,381	1,177,395	1,076,992
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Anticipated Fund Balance to meet future Capital Project Needs & 25% Reserve Operating Fund Goal					
Future Capital Project Funds	516,578	457,959	278,534	412,567	242,067
25% RESERVE OPERATING FUND GOAL	589,626	692,995	779,847	764,828	834,924
End of FY Total Fund Balance	1,106,203	1,150,953	1,058,381	1,177,395	1,076,992

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EXPENDITURES:

ACCOUNT TITLE		ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25
4300	PERSONNEL SERVICE					
4310	FULL TIME					
	DIRECTOR	-----	-----	-----	-----	-----
	SUPT. OF REC	-----	-----	-----	-----	-----
	SUPT. PROG. OP.	0	0	0	0	0
	SR. MGR SUPP ST	-----	-----	-----	-----	-----
	SR. MGR OPERAT	-----	-----	-----	-----	-----
	SR. MGR REC	-----	-----	-----	-----	-----
	MGR. CULT ARTS	-----	-----	-----	-----	-----
	MGR SDC/OUTREACH	-----	-----	-----	-----	-----
	MGR INCLUSION	-----	-----	-----	-----	-----
	MGR ADULT DAY	0	0	-----	-----	-----
	MGR SO/HMHB	-----	-----	-----	-----	-----
	R.C. CENTRAL	-----	-----	-----	-----	-----
	R.C. NW	-----	-----	-----	-----	-----
	R.C. EASTERN	-----	-----	-----	-----	-----
	R.C. SOUTHERN	-----	-----	-----	-----	-----
	SR MGR. FIN. & AD.	-----	-----	-----	-----	-----
	OFF. SERV. Coor	-----	-----	-----	-----	-----
	ADMIN. ASSIST.	-----	-----	-----	-----	-----
	MGR Comm	-----	-----	-----	-----	-----
	MGR FUND DEV.	-----	-----	-----	-----	-----
	MGR HR	0	0	-----	-----	-----
TOTAL	FULL TIME	1,054,613	1,136,294	1,240,000	1,261,150	1,295,600
4315	FULL TIME II					
	REC. SPEC I	1,824	27,437	26,000	30,000	35,000
	LIFE PROG LEADER	3,358	0	25,000	26,000	30,000
	LIFE PROG LEADER	24,790	31,031	29,000	32,500	33,000
TOTAL	FULL TIME II	29,972	58,468	80,000	88,500	98,000
4320	PART TIME					
43221	SUPPORT STAFF	78,808	150,374	150,000	180,000	185,000
4324	TRIPS	0	0	0	0	0
4325	MENTAL HEALTH	10,232	13,857	11,000	11,000	11,000
4327	LEISURE ED.	0	0	0	0	0
4329	DAY CAMP	42,532	100,668	150,000	142,000	150,000
43291	ADULT DAY PROG	14,124	21,657	38,800	38,800	40,000
4330	OFFICE/INTERNS	8,995	2,680	12,000	25,000	27,000
43301	BUILDING SPVR	5,130	7,013	7,900	8,000	8,500
43304	HR COORDINATOR	29,540	14,686	0	0	0
43307	ADMIN. ASSIST. II	16,013	21,367	20,000	21,000	22,000
4320	PART TIME OTHER	0	7,173	0	0	0
TOTAL	PART TIME	205,374	339,475	389,700	425,800	443,500
4331	FICA	95,364	112,089	130,792	135,822	140,538
4332	IMRF	122,374	91,929	120,000	71,000	78,000
4333	UNEMPLOYMENT	281	419	0	0	0
4334	RECRUITMENT	6,355	3,527	4,500	6,500	4,100
4335	HEALTH/LIFE	272,124	261,557	300,000	300,000	325,000
4336	TRAVEL	22,827	33,912	30,000	29,500	36,500
4337	TRAINING	9,657	28,397	30,000	28,000	31,000
4338	RECOGNITION	16,718	15,407	12,500	15,000	17,000
4339	DUES/SUBSCRIPTIONS	12,267	17,055	8,500	13,000	13,000
4340	PAYROLL PROC.	4,830	6,513	8,000	7,800	8,500
TOTAL	PERS. SERVICES	1,852,756	2,105,042	2,353,992	2,382,072	2,490,738

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ACCOUNT TITLE	ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25
4400 CONTRACTUAL SERV.					
4410 TRANSPORTATION					
4411 DAY CAMP	11,726	12,651	25,000	14,000	15,000
4412 REGULAR PROGRAMS	0	2,865	7,500	6,000	7,500
44121 VEHICLE PM/REP	8,885	6,538	11,000	16,000	12,000
44122 VEHICLE SUPPLY	1,285	246	1,100	800	1,100
TOTAL TRANS.	21,895	22,300	44,600	36,800	35,600
4420 LIABILITY INS.	13,274	33,938	37,000	35,000	37,000
4430 PROGRAM SEVICES					
4431 NORTHWEST	5,322	10,533	10,000	15,000	21,000
4432 CENTRAL	10,949	19,702	14,500	13,500	28,000
4433 EASTERN	1,182	2,011	4,500	2,800	5,500
44331 SOUTHERN	6,532	11,059	10,000	6,000	17,000
4434 TRIPS	0	14,444	35,000	3,000	36,000
4435 MENTAL HEALTH	1,669	5,516	7,000	5,500	10,000
44351 CULTURAL ARTS	15,848	22,926	20,000	20,000	22,000
44355 SNOEZELEN			0	0	0
4436 SPECIAL OLYMP.	8,339	8,801	15,000	3,500	18,000
4437 LEISURE ED.	0	0	0	0	0
4438 SPECIAL EVENTS	5,315	16,085	15,000	15,000	16,500
4439 DAY CAMP	1,393	3,924	4,500	2,235	2,400
44391 ADULT DAY PROG	4,831	7,274	20,000	15,000	30,000
44392 BRIGHT PROGRAM	8,961	15,523	20,400	20,000	21,000
44395 ADULT DAY SERV	490	2,217	3,000	2,000	2,000
TOTAL PROG. SERVICES	70,833	140,015	178,900	123,535	229,400
4440 FUNDRAISING					
4443 RECOG. BANQ.	10,088	9,397	10,000	10,000	10,000
4444 FOUND. EVENTS	3,330	0	500	200	500
4445 NISRA STORE	0	73	500	200	200
4446 OTHER	0	0	0	0	0
TOTAL FUNDRAISING	13,418	9,470	11,000	10,400	10,700
4451 FACILITY RENTAL	14,699	17,369	25,000	15,000	22,000
4452 PRINTING	6,098	14,749	15,500	15,000	16,000
4453 TELEPHONE	19,543	18,760	22,000	19,000	20,000
4454 EQUIP. MAINT.	6,835	8,406	7,000	8,000	8,000
4455 COM. RELATIONS	1,010	1,452	2,000	2,000	2,000
4456 AUDIT	5,000	5,125	5,250	5,250	6,165
4457 LEGAL	2,680	6,339	4,000	5,500	6,000
4458 TECH PRG SUPT	53,484	67,345	53,000	50,000	50,000
4459 CHRGE ACC FEES	7,160	11,151	10,000	14,000	15,000
4460 MARKETING SERV	954	6,923	8,500	6,000	7,500
4461 INTERPRET SERV.	3,683	5,981	3,500	6,000	9,000
4462 BANK SERV FEES	0	219	0	200	300
4463 SOFTWARE/LICENSES	0	0	10,000	10,000	33,200
TOTAL CONTRCT. SERV.	240,565	369,542	437,250	361,685	507,865

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ACCOUNT TITLE	ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25	
4500						
4510						
4511						
4512						
4513						
45131						
4514						
4515						
45151						
45155						
4516						
4517						
4518						
4519						
45191						
45192						
45195						
TOTAL	PROG. SUPPLIES	23,984	46,477	56,500	60,900	68,500
4520	OFFICE SUPPLIES	7,751	7,936	7,500	8,000	9,000
4530	FUEL	9,657	20,101	22,000	17,500	20,000
4540	POSTAGE	2,817	4,921	7,000	5,200	5,500
4560	HEALTH/SAFETY	2,106	1,971	3,100	3,000	3,100
TOTAL	COMMODITIES	46,316	81,406	96,100	94,600	106,100
4600	EQUIPMENT					
4620	OFFICE EQUIP.	3,782	3,832	2,800	2,200	2,800
4630	REC CNTR EQUIP	223	1,006	1,500	1,500	1,500
4640	PROGRAM EQUIP	6,563	4,468	24,000	15,000	22,000
TOTAL	EQUIPMENT	10,568	9,306	28,300	18,700	26,300
4470	RESPITE SERVICES	15,056	10,395	14,000	12,000	14,000
4800	OFFICE OPERATIONS					
4810	LEASE/DEBT SRV	131,518	134,016	131,845	131,845	134,594
4820	UTILITIES	22,623	23,998	22,000	24,500	25,000
4830	MAINT./REPAIRS	25,386	21,356	18,500	17,000	18,000
4840	JANITORIAL	10,042	10,443	11,500	12,000	12,000
4850	ASSOC. DUES	771	696	900	712	800
4880	OTHER	435	1,705	800	500	800
4890	WASTE MGMT/RECYCLE	2,467	3,135	3,200	2,700	2,500
4891	LANDSCP/SNOW	0	938	1,000	1,000	1,000
TOTAL	OFFICE OPERAT.	193,242	196,287	189,745	190,257	194,694
TOTAL	EXPENDITURES	2,358,503	2,771,978	3,119,387	3,059,314	3,339,697

NORTHERN ILLINOIS SPECIAL RECREATION ASSOCIATION

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4900 MEMBER INCLUSION REIMBURSEMENT BUDGET:

ACCOUNT TITLE	ACTUAL FY 21/22	ACTUAL FY 22/23	APPROVED FY 23/24	PROJECTED FY23/24 Year End	APPROVED FY 24/25
4901 BARRINGTON PD	0	0	2,460	2,552	2,614
4902 CARY PD	0	0	0	0	0
4903 CRYSTAL LAKE PD	0	0	0	0	0
4904 DUNDEE TWP PD	0	0	0	0	0
4905 HARVARD	0	0	0	0	0
4906 MARENGO PD	300	505	300	529	583
4907 MCHENRY	0	0	0	0	0
4908 WAUCONDA PD	0	0	0	0	0
4909 WOODSTOCK	0	0	0	0	0
4910 HUNTLEY PD	0	0	0	0	0
4911 HAMPSHIRE PD	0	0	0	0	0
4912 ELGIN	0	0	0	0	0
4913 LITH	0	0	0	0	0
4900 TOTAL EXPEND.	300	505	2,760	3,081	3,197

NISRA Capital Outlay Needs Summary

Approved February 21, 2024

Account	FY'22-23	FY'23-24	FY'24-25	FY'25-26	FY'26-27	FY'27-28	FY'28-29	FY'29-30
Vehicle Account #5010	\$0	\$0	\$201,808	\$92,700	\$145,000	\$95,000	\$216,000	\$118,500
Building Account #5020	\$23,241	\$18,200	\$36,800	\$13,500	\$9,800	\$2,000	\$11,000	\$7,000
Equipment Account #5030	\$25,031	\$32,435	\$10,990	\$11,780	\$25,605	\$11,680	\$4,400	\$6,500
Capital Outlay Need Total by FY	\$48,272	\$50,635	\$249,598	\$117,980	\$180,405	\$108,680	\$231,400	\$132,000

End of Fiscal Year Fund Balance - End of Fiscal Year Estimated Capital Project Funds available to meet the next FY needs.	\$457,959	\$412,567	\$242,067	\$224,087	\$143,682	\$105,002	\$23,602	\$41,602
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Capital Outlay Funding/Expenses Notes.

- The End of Fiscal Year Fund Balance estimates are based on the NISRA operating budget maintaining a positive end of year net revenue.
- The building purchase Bond last payment on principle will be made in December 2028. The satisfying of the Bond will free up approximately \$130,000 annually which should have a positive net impact on NISRA's ability to fund capital needs going forward.
- Just under half of the NISRA building HVAC units are either beyond or near their projected life expectancy. The cycle of replacement has been expensed out over several fiscal years. The Capital Replacement budget Building account includes the replacement of 1-2 HVAC units per year through FY2025/26 as the units hit 20 years of service. Once the 20 year old HVAC units are replaced (7 out of 17 units), NISRA will have a 4 grace year period in which none of the units will be at 20 years of service in need of replacement.
- The bus replacement costs have gone up dramatically since Fiscal Year 20/21 and the prices are reflected in the replacement schedule. The replacement schedule for most buses have been pushed back 1-2 years due to inactivity during COVID-19 Pandemic. The Capital Fund balance will be impacted in a positive manner by the success of the NISRA Foundation in securing transportation grants.
- End of Fiscal Year Estimates will be impacted by growth of member EAV's and the success of the NISRA Foundation with fundraising (Events & grants). In particular, if the NISRA Foundation has great success with grants for large capital items like vehicles, then the capital fund will have greater success in staying in a positive balance
- Lastly, the estimate assumes NISRA does not meet with a catastrophic event (i.e. unexpected need to replace a vehicle, building repair need, etc.).

Capital Vehicle Account #5010

Purchase Date	Description	Life Expentancy	FY'22-23	FY'23-24	FY'24-25	FY'25-26	FY'26-27	FY'27-28	FY'28-29	FY'29-30	Next Replacement	Comments
May '16	2024 FordTrans Tech(Ted)	8 yr			\$89,808						FY'32-33	
May'17	2017 Chevy Trans Tech (Clark)	8 yr						\$95,000			FY'35-36	Extend 2 yr due COVID
May '18	2017 Ford Starcraft Prodigy(Mack)	8 yr							\$97,500		FY'36-37	Extend 2 yr due COVID
May '19	2019 Ford Glaval(Gus)	8 yr							\$118,500		FY'36-37	Extend 1 yr due COVID
April '20	2020 Ford Diamond W/C(Rona)	8 yr								\$118,500	FY'37-38	Extend 1 yr due COVID
May'17	2017 Ford Starcraft W/C(Rosie)	8 yr					\$115,000				FY'34-35	Extend 1 yr due COVID
June'14	2024 Ford Ford DiamondW/C(Nemo)	8 yr			\$112,000						FY'32-33	
May '16	2016 Ford Collins 12 pass(Pearl)	8 yr				\$92,700					FY'33-34	Extend 1 yr due COVID
May '21	2021 Ford Transit Connect(Henry)	11yr									FY'32-33	
May'15	2015 Dodge Caravan(Howard)	11 yr					\$30,000				FY'37-38	
Total Vehicle Capital Outlay			\$0	\$0	\$201,808	\$92,700	\$145,000	\$95,000	\$216,000	\$118,500		

Capital Building Account #5020

Purchase Date	Description	Life Expentancy	FY'22-23	FY'23-24	FY'24-25	FY'25-26	FY'26-27	FY'27-28	FY'28-29	FY'29-30	Next Replacement	Comments
	Major Repairs/remodeling		\$500	\$4,500	\$1,500	\$1,500	\$1,500	\$2,000	\$2,000	\$2,000		23/24 replace front door actuator,
Oct '22	Outdoor Monument Signage		\$1,000									cost in'2022 \$20,134.50 -Ins. Paid \$19,134.50
2011	Flat Roof Work										FY40/41	new roof in'11 cost \$96,555
2019	Shingle Roof Work	30 yr									FY48/49	New schingles in April '19 \$45,700
2019	Rebuild/resurf parking lot	30 yr									FY49/50	Parking Lot renovated/resurfaced fall 2019
	Sealcoat/repairs parking lot		\$6,215		\$7,300		\$8,300		\$9,000		FY28/29	seal coat & stripe every 2 years
	Replace defective windows											As needed
Apr '17	Water heater	6 yr			\$4,000					\$5,000	FY29/30	
Dec'13	Washer/dryer combo	14 yr		\$1,200							FY37/38	Stackable Washer/Dryer Combo
May '22	Teaching Kitchen Appliances	10 yr	\$3,700								FY32/33	refirgerator, stove & dish washer (\$3700 2022)
Jan'12	RTU#1 7.5 ton 2012	20 yr									FY32/33	cost in '12 \$5,703
Mar '15	RTU #2 2 ton 2015	20 yr									FY35/36	
Jan '20	RTU #3 2.5 ton 2020	20 yr									FY39/40	
Jan '20	RTU #4 2.5 ton 2020	20 yr									FY39/40	
	RTU #5 ?ton 2004	20 yr			\$12,000						FY24/25	
Mar '15	RTU #6 2.5 ton 2015	20 yr									FY35/36	
Feb '21	RTU #7 2 ton 2021	20 yr									FY36/37	
Sept '22	Rtu #8 2 ton 2022	20 yr	\$11,826								FY42/43	
Jan'12	RTU #9 ?ton 2012	20 yr									FY32/33	cost in '12 \$5,703
	RTU #10 2.5 ton 2004	20 yr			\$12,000						FY23/24	
May '16	RTU #11 2 ton 2016	20 yr									FY36/37	cost in '16 \$5940
Feb '21	RTU #12 ?ton 2021	20 yr									FY40/41	
	RTU #13 ?ton 2004	20 yr				\$12,000					FY25/26	
2010	RTU #14 2 ton 2010	20 yr									FY30/31	cost in '10 \$6,462
May '16	RTU #15 3 ton 2016	20 yr									FY36/37	cost in '16 \$5940
Feb '21	RTU #16 ?ton 2021	20 yr									FY40/41	
	RTU #17 ?ton 2003	20 yr		\$12,500							FY23/24	
Total Building Capital Outlay			\$23,241	\$18,200	\$36,800	\$13,500	\$9,800	\$2,000	\$11,000	\$7,000		

**Capital Equipment Account #5030
Computer/Workstations/Technology**

Purchase Date	Description	Life Expentancy	FY'22-23	FY'23-24	FY'24-25	FY'25-26	FY'26-27	FY'27-28	FY'28-29	FY'29-30	Next Replacement	Comments
Aug '20	LT for (Office Coord.)	4 yr		\$1,300				\$1,300			FY'31-32	laptop/dock station
Jan '19	LT for(Mgr SO)	4 yr	\$1,300				\$1,300				FY'30-31	laptop/dock station
Apr '22	LT for (Mgr Fund)	4 yr				\$1,300				\$1,300	FY'29-30	laptop/dockstation
May '20	LT for (Mgr HR)	4 yr		\$1,300				\$1,300			FY'31-32	laptop/dock station
Jan '19	LT for(Mgr Cultural Arts/SE)	4 yr				\$1,300					FY'29-30	laptop/dock station
June '21	LT for(Mgr Adult Day)	4 yr			\$1,300				\$1,300		FY'32-33	laptop/dock station
Apr '22	LT for (Inclusion Mgr)	4 yr				\$1,300				\$1,300	FY'29-30	laptop/dock station
Aug '20	LT for (Admin Assist I)	4 yr		\$1,300				\$1,300			FY'31-32	Ph. Mgr monitor, laptop/dock stat
Apr '19	WS for (Admin Assist II)	4 yr	\$1,300				\$1,300				FY30-31	Ph. Mgr monitor, laptop/dock stat
Jan. '19	LT for(Sr Mgr Finance/Admin)	4 yr	\$1,300				\$1,300				FY30-31	laptop/dock station
Apr '22	LT for(Sr Mgr Rec)	4 yr				\$1,300				\$1,300	FY'29-30	laptop/dock station
April '23	LT for(Mgr Communications)	4 yr	\$1,300				\$1,300				FY30-31	laptop/dock station
Feb '21	LT for(Central RC)	4 yr		\$1,300				\$1,300			FY31-32	laptop/dock station
Feb '21	LT for(Eastern RC)	4 yr	\$1,300				\$1,300				FY'30-31	laptop/dock station
Apr '20	LT for(Mgr SDC)	4 yr	\$1,300				\$1,300				FY30-31	laptop/dock station
Feb '19	LT for(Northwest RC)	4 yr	\$1,300				\$1,300				FY'30-31	laptop/dock station
Feb '19	LT for(Southern RC)	4 yr		\$1,300				\$1,300			FY31-32	laptop/dock station
Aug '20	LT for(LIFE I Prog. Leader)	4 yr		\$1,300				\$1,300			FY31-32	laptop/dock station
Aug '20	LT for(LIFE II Prog. Leader)	4 yr	\$1,300				\$1,300				FY'30-31	laptop/dock station
Dec '21	LT for(PT Rec Spec II)	4 yr	\$1,300				\$1,300				FY'30-31	laptop/dock station
Apr '19	LT for(PT Rec Spec I)	4 yr			\$1,300				\$1,300		FY'32-33	laptop/dock station
Feb '21	LT for(Sr Mgr Operations)	4 yr		\$1,300				\$1,300			FY'31-32	laptop/dock station
April '22	LT for(Sr Mgr Support Staff)	4 yr				\$1,300				\$1,300	FY'29-30	laptop/dock station
Feb '19	LT for(Superintendent)	4 yr	\$1,300				\$1,300				FY30-31	laptop/dockstation
Apr '19	LT for(Director)	4 yr	\$1,300				\$1,300				FY30-31	laptop/dockstation
TBD	(2) Intern LT	4 yr	\$2,600				\$2,600				FY30-31	(2) laptops/dockstations
Apr '22	(2) (Day Camp Coor/Seasonal)	4 yr	\$2,600			\$1,300	\$2,600				FY30-31	(2) laptop/dockstation
	Monitor Replacement (as needed)		\$500	\$500	\$500							Replace as needed
June'10	Printer for Supt of Rec HP2035N	5 yr	\$400					\$400			FY32-33	Black & White
Dec '17	Printer Adm. Asst. HP LJ Pro M227	5 yr					\$400				FY31-32	Black & White
2014	Printer Mgr Office Services HP3005	5 yr					\$600				FY31-32	Black & White
April '15	Printer Mgr of Finance HPP2035	5yr	\$780					\$780			FY32-33	Black & White
Jan '16	Printer for network HP Pro400M451	4 yr			\$500						FY'28-29	color printer
June'10	Printer for Mgr of Comm HP2035	5 yr		\$500					\$500		FY'33-34	color printer
Jan'14	Printer for Mgr of Fund Dev HP P2035	4 yr		\$500					\$500		FY'33-34	color printer
Jun '22	Printer for Mgr HR HP P2035	5 yr	\$391					\$400			FY32-33	Black & White
Jun '12	Printer for Exec Dir HP4050T	10 yr	\$400								FY'32-33	color printer
2021	Lenovo Yoga Pro 3 (2)	4 yr				\$2,000					FY'30-31	Computer Lab Laptops
Feb '20	Laptops (2) for mobile Computer Lab	6 yr					\$2,400					Found Funding request
2022	Wireless printer for mobile Comp Lab	4 yr		\$150								Replace as needed
2022	LCD Projector	9 yr									FY'29-30	Replace as needed
June '20	APC Replacement battery pack	3 yr		\$425			\$425			\$500	Fy29-30	
Aug '17	APC Surge Protector Main Unit	8 yr			\$1,700						FY33/34	
May '15	Switch 26 port	5 yr				\$1,000					FY'30-31	
July '17	Firewall Watchguard	6 yr	\$1,500				\$1,500				FY'30-31	

Jul '19	Wireless access point 1 for NISRA office	2 yr		\$180		\$200		\$200				FY'27-28	
Jan'17	Wireless access for public WiFi(STRC)		\$160		\$160							FY'24-25	
Aug '19	Wireless access point 2 for NISRA office	2 yr		\$180		\$180		\$200		\$200		FY29-30	
Aug '20	Wireless access pt for Board Rm	2 yr	\$180		\$180		\$180		\$200			FY30-31	
Apr'22	Main Network & NED VM server & NAS	5 yr		\$17,000								FY32-33	Cloud system starting 4/2022
	Mgmt Server	5 yr											Not needed due to Cloud based
Dec '17	USB drives for NAS back-up												Not needed due to Cloud based
Dec '05	Canon Rebel	8 yr										nk	did not in replace in '13-14
2008	Canon Power Shot	6 yr											Originally \$250
July '16	Canon Power ShotELPH Bundle	6 yr	\$120										
April '16	VOIP Phone System	10 yr		\$3,300									Moved to Cloud system 2023
April '16	VOIP Phone POE Switches	7 yr											TBD when new system selected
Apr '19	Sage TR Center Security Camera System	4 yr	\$500		\$4,500							FY24-25	Foundation Funding request
Jan'09	Fax Machine	6 yr			\$250							FY'29-30	cost in '09 \$180
Sept '18	Expo display board	10 yr										FY '28-29	
	Subtotal		\$24,431	\$31,835	\$10,390	\$11,180	\$25,005	\$11,080	\$3,800	\$5,900			

Office Furniture

Purchase Date	Description	Life Expentancy	FY'22-23	FY'23-24	FY'24-25	FY'25-26	FY'26/27	FY'27-28	FY'28-29	FY'28-29	Next Replacement	Comments
	Staff Office Chairs/furniture		\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600		as needed
Nov'09	Lobby Furniture	20 yr									FY'29-30	cost in '09 \$5,177
July'10	Board room furniture	20 yr									FY'30-31	cost in '10 \$1,165
May'10	Lunch room furniture	20 yr									FY'30-31	cost in '10 \$4,677
2011	Rec Center furniture (as needed)	8-10 yr									FY'29-30	cost in '11 \$18,200
	Subtotal		\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600		

Total Equipment Captial Outlay

\$25,031 \$32,435 \$10,990 \$11,780 \$25,605 \$11,680 \$4,400 \$6,500