

Village of Romeoville

Where Community Matters



Employee Handbook

Updated February 2026

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SECTION 1: GENERAL PROVISIONS

1.1 DISCLAIMER

The personnel policies set forth in this manual supersede all personnel policies previously adopted by the Village. The policies are unilaterally created and implemented by the Village and are intended to serve only as guides for employment. **THE POLICIES ARE NOT CONTRACT TERMS, EITHER EXPRESS OR IMPLIED, AND SHALL NOT BE REGARDED AS OR CONSTRUED AS CONTRACTUAL PROVISIONS. AS GUIDES, THE PROVISIONS MAY BE CHANGED, AMENDED, REVOKED, OR SUSPENDED AT ANY TIME WITHOUT NOTICE AT THE SOLE DISCRETION OF THE VILLAGE. EMPLOYMENT WITH THE VILLAGE IS AT-WILL AND NOTHING IN THIS MANUAL IS INTENDED OR SHOULD BE CONSTRUED AS ALTERING THIS EMPLOYMENT AT-WILL RELATIONSHIP.**

1.2 Purpose of Policies

This handbook is a guide for employees.

1.3 Scope of Coverage

All current employees in the municipal service in existing or hereafter-created positions shall be subject to this chapter, except the following offices and positions that shall be wholly exempt from the provisions of this chapter:

- A. Elected officials
- B. Members of Boards and Commissions
- C. Consultants and personnel paid on a fee basis

1.4 Availability of Employee Handbook

A copy of this policy manual shall be provided to all current employees and to future employees upon commencement of work. This employee handbook shall be maintained by the Village Manager and a copy shall be available in the office of each Department Manager.

1.5 Conflict with Collective Bargaining Agreements and Laws

In the event of any conflict between the provisions of this manual and those contained in any applicable collective bargaining agreement, the collective bargaining agreement will govern in all cases with respect to employees covered by the agreement.

1.6 Departmental Rules and Procedures

This policy manual shall not preclude the establishment of written departmental work rules setting forth policies and procedures for an individual department work force consistent with this policy manual. In the event of a conflict, this policy shall govern.

SECTION 2: CLASSIFICATION OF POSITIONS

2.1 Position Types

A. Full-time employee — Shall mean an employee who customarily works thirty-five- forty hours per week on a regular schedule throughout a twelve-month period. The employment position is specifically authorized in the budget and is designated as either non-exempt or exempt from federal, state and wage laws.

1. Non-Exempt Full-time-Employees are entitled to overtime pay or compensatory (“comp”) time under the specific provisions of federal and state laws and village policies.

2. Exempt Full-time- Employees are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are generally executive, administrative, creative or learned professional and technology employees. Exempt employees are paid by salary and not by hour. The salary is intended to compensate for all hours worked at the Village and will be established at the time of hire or when the position is classified as “exempt”.

B. Part-time employee — One who works less than thirty-five (35) hours per week, twelve (12) months a year. One who works 1000 hours per year averaging 20 hours a week would be entitled to IMRF. Employees working over 1000 per year would also be eligible for paid sick, personal, vacation, funeral, and holidays. This excludes part-time firefighter/paramedic or firefighter/EMTS.

C. Temporary employee/seasonal — Temporary employee/seasonal/instructors/security systems monitor – A person employed either Full-time or part-time on a non-regular basis will be eligible for paid time off per the Paid Leave Act for All Workers.

D. 1560 Part-time Employees — An employee who works between 1560 and 2000 hours of service during the employer’s “standard measurement period” or the employee’s “initial measurement period” for qualification for health insurance. The employer’s “standard measurement period” is January 01 through the following December 31. An employee will have an “initial measurement period” if the employee was not employed for a full standard measurement period and/ or can be treated as a new variable hour employee or a new seasonal employee upon hire according to IRS regulations. An employee’s “initial measurement period” will be the twelve-month period beginning on the first day of the month starting after the employee’s hires date.

2.2 Position Classification Plan

The Village has a position classification plan for regular full and part-time positions covered by the provisions of this policy manual. All positions shall be grouped in classes having a definite range of difficulty and responsibility. Each class may specify examples of work which are illustrative of duties for those positions allocated to the class, requirements as to knowledge, abilities, and skills necessary for performance of the work and a statement of experience and training desirable for recruitment into the classification. Minimum requirements may be added for any position.

The class specifications shall be considered as descriptive rather than restrictive. They shall be used to indicate the types of positions that should be allocated to the respective classes and not as prescribing what the duties or responsibilities of any specific position shall be, or as modifying the power of a Department Manager or supervisor to assign duties, direct, control or evaluate the work of any employee.

As often as necessary to ensure continued correct classification, the position classification plan shall be reviewed by the Village Manager and necessary adjustments shall be made. Any

additions, deletions, or other changes in the position classification plan shall be submitted to the Village Manager for approval. Board approval shall be required for changes in the position of the Village Manager and Department Managers.

The position classification plan shall be filed with the Village Manager. The plan so filed, and subsequently adjusted, shall have the same effect as though it were a part of this personnel manual.

Employee Advanced through the Ranges

The starting salary of the range (Minimum) is the normal hiring/promoting rate. Exceptions to this starting point should be limited to hiring situations involving applicants with exceptional background and qualifications, a promotion in which the employee's current compensation is higher than the minimum of the new range, or in the case of a labor market situation where it is impossible to recruit qualified candidates at the minimum. In these cases, employees may be appointed to their positions anywhere within the defined range, depending on their experiences and qualifications, and based on the provisions of the Village's Personnel Manual. Employees should not be hired below the minimum of their compensation range.

Salary advancement between the hiring rate and the top of the range (Maximum) is done throughout the employee's tenure with the Village. Advancement through the range may be done on an annual basis and be dependent on a satisfactory performance evaluation. Incumbents progressing through the range should understand that standards of performance would become more exacting or controlling as compensation levels advance.

Future Administration of the Non-Union Compensation Plan

The administration of a classification plan is an ongoing process. It must be recognized that it is not static and is not intended to affix positions permanently to job classes. Instead, the plan must be administered continually to adapt it to changing conditions.

2.3 Job Descriptions

A job description provides a current and accurate description of the various tasks that are performed by an employee. It is the basis for establishing a compensation program that is related to the nature of the work performed. It also provides a means of assuring internal equity with the overall workforce.

SECTION 3: COMPENSATION OF EMPLOYEES

3.1 Compensation Plan

The compensation plan for the Village shall consist of a pay range for each classification. The compensation for all employees shall be assigned by the Village Manager and shall be within the pay range assigned to the employee's position. Nothing contained in the policy guarantees any salary increases, which are dependent upon prior decision and appropriation by the Board.

3.2 Original Appointment

An employee shall be hired at the minimum rate of the pay range for his/her classification whenever possible. A new employee with substantial experience can be placed in the middle to top of the range with the Village Managers approval.

3.3 Performance Reviews

The Village will make its best effort to conduct a minimum of one written performance review per year for all employees. Performance evaluation forms will be completed by the employee's immediate supervisor. The annual performance evaluation should be completed for each employee, and a copy provided to the employee. A personal interview between the employee and the immediate supervisor shall be conducted within a reasonable period after receipt by the employee of the written evaluation.

The evaluation will include a review of the employee's principal responsibilities, an appraisal of the employee's job performance, a discussion of problem areas, and a plan of action to set objectives for performance and to assist in alleviating any problem areas.

All evaluations shall be submitted to the Human Resources for review and be made a part of the employee's personnel records.

3.4 Salary Adjustments

All salary adjustments will be considered every May 1st. provided the employee is meeting his/her minimum performance expectations established in his/her performance review. If an employee's performance review states he/she is not meeting minimum expectations, salary adjustments will be considered when minimum expectations are satisfactorily met. Nothing contained in this policy guarantees any salary increases, which are dependent upon prior decision and appropriation by the Board. Employees hired January -April will not be eligible for the May 1st increase. Employees who received a promotion or who were reclassified and received an increase during the same time period January – April are not eligible for the increase May 1st. New hires are eligible for an increase after completing their 6 months' probation successfully.

3.5 New Positions

If an employee is to be assigned to a newly created classification, or the Village creates a new position not falling within an established classification, the position will be documented and evaluated using a standard job evaluation method so that classification and appropriate pay grade can be determined. No person shall be hired, promoted, demoted, or paid in any position until the position has been approved by the Village Manager.

3.6 Salary Upon Promotion

An employee who is promoted from a classification in one pay grade range to a classification in a higher pay grade range will be placed in the new pay grade range which provides a salary increase as determined by the Village Manager. Employees who received a promotion or who were reclassified and received an increase January – April are not eligible for the increase May 1st.

3.7 Salary Upon Transfer

An employee who transfers or is transferred from one classification to another classification in the same pay range shall receive no salary adjustment and will retain the same anniversary date.

3.8 Reclassification of Position

Upon reclassification, an employee may receive an adjustment in pay commensurate with the employment classification.

When the allocation of an existing position has been changed because of reevaluation resulting from significant changes in job duties, responsibilities and requirements, such position will be a reclassification.

In these situations, the position will be documented and evaluated using a standard job evaluation method, and position classification and pay range will be determined.

If a position is reclassified to a classification in a lower pay range, and the salary of the employee is within the new pay range, the employee shall go to the step in the new pay range which is the closest to his/her current pay. If a position is reclassified to a classification in a lower pay range, and the salary of the employee exceeds the pay range maximum of the new pay range, the employee will be placed in the new pay range and retain his/her current salary. However, the employee will not be eligible for further base-accumulating pay increases until his/her salary is again within the salary for the new grade.

If a position is reclassified to a classification in a higher pay range, and the salary of the employee is within the new pay range, the employee shall be placed in the range which provides an increase over his/her current pay. If a position is reclassified to a classification in a higher pay range, and the salary of the employee is below the new pay range minimum, the employee shall receive a salary adjustment to the minimum of the higher pay range.

3.9 Temporary Premium Pay

Subject to the final approval of the Village Manager, a Department Manager may recommend a temporary pay increase for a period not to exceed ninety (90) days for a Village employee. The increase shall not exceed fifteen percent (15%) of that employee's regular salary or rate of pay when that employee is called upon to perform additional or different job duties or functions during two or more consecutive weeks that would not otherwise be the responsibility of that employee. The amount of a given pay increase shall be determined by the Department Manager based on the amount or nature of additional or different duties or functions that an employee is assuming and approved by the Village Manager. All pay increases recommended and approved under this policy shall only constitute temporary adjustments to an employee's salary or rate of pay to reflect the temporary increase or change in the duties and functions of the employee during the period of time that the employee is actually assisting in carrying out the duties and functions of the vacant position, and under no circumstances shall any such pay increase constitute a permanent change in the employee's salary or rate of pay. The Department Manager recommending a temporary pay increase for an employee under this policy shall, upon the approval of such increase by the Village Manager, notify the recipient thereof in writing of the amount of the increase, the additional or different duties and functions to be performed by the recipient, and the expected duration of the assignment of such additional duties and functions to such employee. Such notice shall also inform the employee that any pay increase granted under this policy shall be temporary and shall last no longer than the period during which the employee actually performs additional or different job duties or functions and shall be transmitted to the employee together with a copy of this policy.

3.10 Overtime

It is the policy of the Village to establish and maintain regulations and guidelines regarding overtime compensation that will ensure continued compliance with the Fair Labor Standards Act ("FLSA"). FLSA seeks to limit the number of hours worked by requiring additional pay, called overtime pay, for hours worked more than the applicable statutory maximum, unless such employees hold positions that are exempted from the overtime requirements of FLSA. This usually means that non-exempt employees are entitled to overtime pay for hours of work more than forty (40) per work week. Non-exempt part-time firefighters can receive overtime pay after 106 hours in a two week pay period.

A Department Manager, or designee, must authorize overtime work when necessary to meet Village emergencies or other operating requirements. When non-exempt employees are called on to perform overtime work, such employees shall receive payment for overtime work at the rate of one and one-half times their regular rate for all hours of work over forty (40) hours in the work week.

Those employees whose positions are exempted from required overtime payments pursuant to the executive, professional or administrative exemptions under FLSA shall not be eligible to receive any overtime pay. However, exempt employees may request, as their workload permits, adjustment of their working hours to compensate for working over forty (40) hours. Vacation and Personal time are considered as time work, sick time is not. All adjustments must be approved by the Village Manager, Department Manager, or his/her designee.

3.11 Holiday Pay

All part-time Security System Monitor shall be paid time/half for working the following holidays: New Year's Day, Easter, Thanksgiving, and Christmas.

A. 1.5 times the rate of pay for the actual holiday worked, not the observed day.

3.12 Workers' Compensation

All employees are covered by Workers' Compensation, which provides for work time lost and payment for medical expenses incurred because of injury or illness arising out of and during the performance of his/her job.

An injured employee must report immediately any injury or illness (no matter how minor) to his/her supervisor. Within three (3) days of any incident, the supervisor must notify the Human Resources Office.

Medical bills for job-related injuries should be submitted to the Human Resources Office.

Employees must receive authorization from a physician to return to work when off from work for three (3) consecutive days or more.

The first three (3) days an employee is off work due to a job-related injury are not paid by workers' compensation. If an employee is off work with a job-related injury for more than fourteen (14) days, the first three (3) days are paid by workers' compensation. Workers' compensation covers 2/3 of the employee's average weekly pay.

To ensure no service time is lost, any participants in the Illinois Municipal Retirement Fund ("I.M.R.F.") must file for disability benefits when injury occurs.

3.13 Paychecks

Employees will receive electronic notification regarding their paychecks by Friday, after the completion of a two-week period ending the previous Sunday. The pay period for all employees shall be bi-weekly with the close of the pay period designated at 12:00 midnight the Sunday prior to payday. When a holiday on a payday exists, checks will be distributed on the preceding workday. Paychecks will be available in the respective department for those employees not getting their paychecks direct deposited.

The Village retains sole discretion in the establishment of the payroll period, and paydays may be changed by the Village Board.

3.14 Payroll Deductions

An employee's pay shall be subject to legally mandated payroll deductions, including withholding for federal and state taxes. The amount deducted depends upon the number of exemptions claimed by the employee. Employees who wish to change the number of exemptions should contact Human Resources. except for employees eligible to participate in the Fire and Police Pension Funds, payroll deductions are also made for the Federal Insurance Contribution Act ("F.I.C.A.") or Social Security. F.I.C.A. deductions are set by federal law.

All employees who work more than 1,000 hours per year and are not eligible for membership in the Fire and Police Pension Funds are subject to deductions for the I.M.R.F. The current employee contribution established by State law is 4.5% of total wages.

Employees may also arrange to have voluntary deductions made from their pay for direct deposits to banks, for deferred compensation plans and to the credit union (this service must be available at the bank or credit union so named). Arrangements should be made through the HR Portal, Payroll, or Human Resources.

3.15 Time Sheets

Safe Harbor Policy:

It is the Village's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must correctly record all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

Review Your Paystub:

State and Federal laws require the Village to keep accurate records of the time worked by all employees. Employee falsification of information on electronic time sheet is a serious infraction and cause for disciplinary action, up to and including termination of employment. The Village will make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact the Village Manager or the Finance Director. If you have not received a satisfactory response within five business days after reporting your concern to the Village Manager or the Finance Director and you are unsure who to contact to correct the problem, please immediately contact the Village's corporate counsel.

Non-Exempt Timesheet or Punch Policy

All non-exempt employees will use an electronic time system to track their hours worked. This will be done by either an electronic time clock or a computer. This system will track all your regular time, overtime, and paid time off.

Exempt Employees:

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for the Village. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform. Exempt employees must still keep track of all hours worked as required by law, but not for compensation purposes. You will receive your full salary for any work week in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a work week in which work was performed:

- Full day absences for personal reasons, other than sickness or disability.
- Full day absences for sickness or disability, in accordance with the Village's sick day pay plan and short-term disability insurance plan.

- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.
- Your salary also may be reduced for certain types of deductions, such as: your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or IMRF plan. In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:
 - Partial day absences for personal reasons, sickness, or disability. Your absence because the facility is closed on a scheduled workday.
 - Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
 - Any other deductions prohibited by state or federal law.

Falsification of Timesheet and Off-the-Clock Work

It is a violation of the Village's policy for any employee to falsify a timesheet, or to alter another employee's timesheet. It is also a serious violation of Village policy for any employee or Manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's timesheet to under- or over-report hours worked. If any Manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Village Manager.

You should not work any hours outside of your scheduled workday unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so, and that time is recorded on your timesheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination of employment.

No Retaliation

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Village will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Village's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

3.16 Payments due Deceased Employees

All payments due to the deceased employee shall be made payable "to the estate" of said employee. This includes compensation for hours worked, vacation leave, and any refunds or reimbursements due the employee. Should the employee's death occur while on the job, payment for the entire workday shall be made.

3.17 Court Time Travel and Pay for Former Employees

This section pertains to former employees of the Village of Romeoville who are required to give deposition or appear in court on behalf of the Village.

Former employees that are required to testify in a civil case, criminal case and/or give a deposition will be paid their last hourly wage for the time incurred while in court. This does not include travel time. Parking and tolls will be reimbursable. The former employee will need to submit a detail report that documents their hours, dates, and times to Human Resources prior to receiving payment.

These policies are also in effect for all commissioners and public officials. Commission members will not be paid for a meeting for their appearance.

Receipts must be submitted for parking and tolls.

In the case of out-of-town travel, the Village will compensate the former employee, public officials, or commission members based on the existing travel policy in effect.

SECTION 4: RECRUITMENT AND EMPLOYMENT

4.1 Equal Employment Opportunity Statement

It is the policy of the Village that employment in Village government shall be based on merit and individual qualifications. No discrimination shall be exercised in any manner by a Village official or employee against or in favor of any applicant for Village employment or employee because of political or religious opinions or affiliations, or because of race, color, ancestry, sex, age, national origin, marital status, military or veteran status, order of protection status, genetic information, disability, sexual orientation (including Gender-related identity), sexual harassment, gender (including pregnancy and reproductive health, childbirth, and related decisions or conditions), order of protection status, marital status, retaliation (opposing unlawful discrimination, family responsibilities, citizenship status, work authorization status, language, unfavorable military discharge, conviction record, arrest record, or any other classification protected by federal or state law. (hereinafter referred to as "Protected Classes"). The Village interprets these protected statuses broadly to include both the actual status and any perceptions and assumptions made regarding these statuses.

An applicant or employee shall be considered solely based on qualifications, abilities, skills, and knowledge, with or without reasonable accommodation. The Village will not use Artificial Intelligence in making employment decisions if such use discriminates candidates and employees on the basis of a protected class. Just and equitable incentives and conditions of employment are to be maintained to promote efficiency and economy in the operation of Village government. The Village has officially affirmed this policy statement and it is reaffirmed by its inclusion in this manual.

The policy of Equal Employment Opportunity applies to all policies and procedures relating to recruiting, hiring, training, promotion, pay, and all personnel actions. The Village complies with Federal and State equal employment opportunity laws and strives to keep the workplace free from all forms of illegal harassment as set forth in its Harassment, Discrimination and Retaliation Prevention Policy.

The Village also makes reasonable accommodations for qualified applicants and employees with disabilities and for religious reasons, unless doing so creates an undue hardship, in accordance with all legal requirements. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the Village Manager or the Director of Human Resources to request that accommodation. We will work with that individual to attempt to identify a reasonable accommodation which will not impose an undue hardship on the Village.

All employees must follow this policy. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

We are committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

The Village Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Employee questions or concerns regarding this policy or violation thereof, should be referred to the Village Manager or the Director of Human Resources. Complaints are investigated immediately and handled as confidentially as possible in accordance with the procedure outlined in the Harassment, Discrimination and Retaliation Prevention Policy. The Village ensures employees following this complaint procedure are protected against retaliation. Appropriate disciplinary action will be taken against any employee violating this policy. Please see our Harassment, Discrimination and Retaliation Prevention Policy for information about the Village's policy regarding investigation and resolution of complaints.

4.2 Disability and Pregnancy Accommodations

The Village reaffirms its commitment to comply with the Americans with Disabilities Act ("ADA") and the Illinois Human Rights Act. The ADA makes it unlawful to discriminate in any employment practices such as recruiting, hiring, promoting, training, reduction-in-force, pay, firing, classifications, leaves, benefits, etc., against a job-qualified individual with a physical or mental impairment that substantially limits a major life activity, an individual who has a record of such a limiting impairment, or an individual who is regarded as having such an impairment. The term "pregnancy" for purposes of this policy shall mean pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.

The Village will provide reasonable accommodations to such qualified individuals with a disability or pregnancy, such as making the workplace readily accessible and providing necessary equipment and devices for such individuals in the functioning of their job.

It is the responsibility of the employee to bring his/her need for any such modification to the workplace or necessary equipment or device to the attention of his/her Department Manager. This information will be kept confidential and separate from the employee's personnel file. The employee and Department Manager shall work to mutually agree upon a reasonable accommodation. However, the Village does not guarantee that the accommodation shall necessarily be the one requested by the employee or the "best" accommodation but only that it shall be one that enables the employee to perform the essential functions of the job. Accommodations will not be provided if doing so would create an undue hardship on the Village. If the employee is not satisfied with the reasonable accommodation provided by the Department Manager, the employee may bring the matter to the attention of the Village Manager.

Neonatal Intensive Care Leave

The Village will allow full-time and part-time employees to use as many as 20 unpaid days if their child is hospitalized in the Neonatal Intensive Care Unit (NICU). **Lactation Accommodation Policy**

The Village will provide employees with a safe space and a reasonable amount of break time to accommodate the employee's need to express breastmilk for their nursing infant child, for up to one (1) year following the child's birth. The requested break time, if possible, should be taken concurrently with other scheduled or provided break periods. Employees will be paid for any additional amount of reasonable break

time needed to express breastmilk, unless doing so would cause the Village undue hardship in accordance with applicable law.

4.3 Religious Accommodation

The Village respects the religious beliefs and practices of all employees and will make an accommodation for such sincerely held observances and beliefs when a reasonable accommodation is available that does not create an undue hardship on the organization. The immediate supervisor will evaluate any request for accommodation considering whether a work conflict exists and whether an accommodation is available. The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed accommodation, the supervisor will implement the decision. If the employee disagrees with the proposed accommodation, the employee may submit a written appeal the decision of the supervisor to the Village Manager.

4.4 Recruitment of Applicants

The Human Resources Manager will be responsible for securing applicants through appropriate resources. The Human Resources Manager and relevant Department Manager will screen applicants and select those applicants deemed to be best qualified for the position to be interviewed.

4.5 Appointment

All appointments and promotions to Village positions shall be made on the basis of qualification, as required by the position, relative to experience, training, personal and physical fitness, skills, knowledge, and test results.

When the two most qualified applicants are equal in every aspect required by the position, relative to experience, training, personal and physical fitness, skills, knowledge, and test results, "preference" may be given to a Village resident over that of a non-resident. "Preference," as defined in this section only, is defined as giving extra appointment consideration to a Village resident over that of a nonresident.

4.6 Reappointment

Any reappointed employee will have no vested interest or be entitled to any benefits accrued during previous employment with the Village.

4.7 Employment of Relatives / Anti-Nepotism

Members of the family (as defined below) or household will not be considered for employment. The employment of other close relatives is discouraged.

With the Village Manager's approval, a Department Manager may hire, temporary, seasonal or part-time employees with no benefits, persons within the family or elected officials. However, that employee will not be able to work in the same department as their relative. Neither shall they be transferred, promoted, demoted, or become full-time.

Employees employed prior to 2018 who are presently working in the same department with a member of his/her family, as defined below, shall be exempted from this policy. However, the following policy shall apply in such circumstances:

A. Members of a household within the same department may not have a direct reporting relationship with another member of their family.

B. Members of a household may not be in the position of approving either the timesheet or the salary of another member of their family.

C. Electronic Time sheets and employee scheduling for members of a household within the same department shall be subject to approval by the Village Manager.

D. The Village Manager shall be responsible for monitoring these situations to ensure that there are no violations or problems created.

If two employees at the same location become family/spouse during their employment and are in a supervisory/subordinate relationship, or one of the employees is in a position of having access to confidential material, one of the two must transfer, if a position for which he or she is qualified is available. The Village will try to accommodate a job transfer to a different department or transfer one employee to different shift or different supervisor. If no position is available, one employee must either voluntarily resign or enter into an Alternative Management Plan within 30 days of the date in which the two became family. The choice of the voluntary resignation or alternative management plan shall be made by the employees involved.

An Alternative Management Plan shall be approved by the Village Manager or his or her designee, and shall outline supervision and evaluation procedures that will mitigate possible conflicts of interest amongst members of family. In the event of members of family having a supervisory/subordinate relationship, the Alternative Management Plan should address to whom the subordinate employee shall report and who will supervise, evaluate, and discipline the subordinate employee to ensure members of family do not have any effect upon the promotion, compensation, hours, or other conditions of employment of another member of family. In the event one of the members of family has access to confidential information, that member of family must enter into a non-disclosure agreement with the Village agreeing not to disclose any confidential information to the other member of family.

Alternative Management Plans should also address ways to avoid any potential appearance of nepotism, conflict of interest, or conflict of commitment. To ensure continuity and appropriateness, a unit review of the approved management plan should take place in the event of any change in reporting relationships, and on an annual basis at a minimum.

For purposes of this Section 4.7 only, the terms “family” and “spouse” are defined as follows:

Family: Mother, father, sister, brother, spouse, son, daughter, stepmother, stepfather, stepsister, stepbrother, or grandparent of employee or spouse. (Blood, step, in-laws) Spouse: Those people living together married or unmarried in an espoused relationship, which is defined as two people living together sharing bed and board, siring children, sharing financial, recreational, and social activities with or without benefit of a marriage license or marriage ceremony.

Employees must notify Human Resources within 14 days of the marriage or civil union.

4.8 Employee Dating Policy

The Village of Romeoville strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business and enhancing productivity. Although this policy does not prevent the development of friendship or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during work hours and within the working environment.

Individuals in supervisory or Managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their

status as role models, their access to sensitive information, and their ability to affect terms and conditions of employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

- A. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner.
- B. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other employees or putting others in an uncomfortable position.
- C. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises or representing oneself as a member of the Village, whether during work hours or not.
- D. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of the Village of Romeoville's disciplinary policy. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- E. Employee off-duty conduct is generally regarded as private if such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- F. Any supervisor, Manager, or in a sensitive or influential position with the Village of Romeoville must disclose the existence of a romantic or sexual relationship with a co-worker. Disclosure may be made to the immediate supervisor or the Human Resources Manager. This disclosure will enable the Village of Romeoville to determine whether any conflict of interest exists because of the relative positions of the individuals involved. All other employees must disclose their relationship with co-workers to their immediate supervisor. Failure to disclose a romantic or sexual relationship may lead to discipline up to and including termination.
- G. Regarding Paragraph F, when a conflict-of-interest problem or potential risk is identified, the Village of Romeoville will work with the employees involved to consider options for resolving the problem. The initial solution may be to make sure the employees no longer work together on matters where one is able to influence the other or act for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that will require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.
- H. Regarding Paragraph F, if one or both parties refuse to accept a reasonable solution or to offer an alternative position, if available, such refusal will be deemed a voluntary resignation.
- I. Failure to cooperate with the Village of Romeoville to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors, or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of the Village of Romeoville will be followed to ensure fairness and consistency before any such extreme measures are undertaken.
- J. The provisions of this policy apply regardless of the sexual orientation of the employees involved.
- K. Where doubt exist as to the specific meaning of the terms used above, employees should make judgements based on the overall spirit and intent of this policy.
- L. Any concerns about the administration of this policy should be addressed to the Human Resources Manager.

4.9 Mobile Workforce Policy

A. Purpose

The Village of Romeoville considers mobile working to be a viable alternative work arrangement in cases where employee, job and supervisor characteristics are best suited to such an arrangement. Mobile working allows employees to work at home during FMLA leave or any other extended sick leave. Mobile working is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement, it is not a Village wide benefit, and it in no way changes the terms or conditions of employment with the Village of Romeoville.

B. Definition

Mobile working is a work arrangement in which supervisors permit employees to perform duties away from their central workplace in accordance with their same performance expectations and other approved or agreed upon terms. In general, mobile working is a privilege that may be granted on an individual basis under appropriate circumstances to employees whose job responsibilities are suited to such an arrangement and who meet eligibility criteria.

B. Application and Scope

If you are requesting mobile working based on your own medical condition or that of a family member, your request should be evaluated pursuant to village guidelines, such as those relating to Family Medical Leave and Short –term disability Leave. For more information, contact your HR Manager.

Mobile working agreements do not change the conditions of employment or required compliance with policies, rules, and regulations.

C. Eligibility

Employees requesting mobile working arrangements must have been employed with the Village of Romeoville for a minimum of 12 months of continuous, regular employment and must have exhibited above-average performance, in accordance with the Village of Romeoville’s performance appraisal process.

- a. Apply for a short-term accommodation for a disability (the leave would be intermittent)
- b. Have a prolonged sickness
- c. Must be able to perform your job duties
- d. The employee must be off work a minimum of one week on FMLA leave or any other extended sick/disability leave before we consider mobile working. The employee must have a doctor’s note releasing them to work from home.

E. Process

1. Either an employee or a supervisor can suggest mobile working as a possible work arrangement. There is a request form that needs to be completed and given to the supervisor by the employee and if the supervisor request mobile working, then they will give the employee the form to fill out.
2. The Manager and the employee must agree to and sign the Mobile Working Form Request. The completed form is sent to the HR Manager for their approval.

F. Terms of Policy

1. Short-term arrangement can be made for employees on family or medical leave, to the extent practical for the employee and the organization and with the consent of the employee’s health care provider, if appropriate. All mobile working arrangements are made on a case-by-case basis, focusing first on the business needs of the Village of Romeoville.

2. Any mobile working arrangement made will be on a trial basis and will not exceed the length of the family or medical leave. This arrangement may be discontinued, at will, at any time at the request of either the employee or the Village of Romeoville.

3. Consistent with the Village's expectation of information security for employees working at the office, mobile working employees will be expected to ensure the protection of village and resident information accessible from their home office. Files should be in a safe and secure place and your password should remain private and inaccessible to others at the employee's residence. The organization's computer systems and applications, mainframe connections, networks, computers, and fax machines, must comply with all security requirements. Any requests for access to any of these connections or devices must be reviewed and approved by the Department Manager and the IT department.

4. The employee and supervisor will agree on the number of days of mobile working allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone, email, or text within a reasonable time during the agreed-on- work schedule.

5. Before entering any mobile working position, the employee, and Department Manager, with the assistance of the Human Resource Department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:

a. Employee suitability - The employee and the department Manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

b. Job responsibilities - The employee and the department Manager will discuss the job responsibilities and determine if the job is appropriate for mobile working.

6. Equipment needs, workspace and scheduling issues.

An appropriate level of communication between the employee and Supervisor will be agreed to as part of the discussion process. The Supervisor and employee will communicate at a level consistent with employees working at the office or in a manner or frequency that seems appropriate for the job and the individuals involved.

7. Mobile working is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting village demands. Prospective mobile working employees are encouraged to discuss expectations of mobile working with family members prior to implementation of this new schedule.

8. The availability of mobile working as a flexible work arrangement for employees of the Village of Romeoville can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

9. The policies and procedures that normally apply to your current workplace shall remain the same for mobile working employees. This shall include but not limited to performance management. Mobile working assignments do not change the condition of employment or required compliance with policies and rules. Employee salary, benefits, worker's compensation, sick leave, vacation leave, and other employee insurance shall not change due to telework. Likewise, the duties, obligations, and responsibilities of mobile working employees remain the same.

G. Worker's Compensation

If the employee is injured in the course and scope of performing official duties during the agreed upon work hours, regardless of locations, the employee is covered under the state's worker's compensation law. The employee must notify their supervisor immediately and complete the necessary forms.

The Village is not responsible for any injuries to family members, visitors, and others in the employee's home.

H. Workspace

a. Equipment Liability

The Village of Romeoville will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each mobile working arrangement on a case-by-case basis. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the Village of Romeoville will be maintained by the Village. Equipment supplied by the employee, if deemed appropriate by the Village, will be maintained by the employee. The Village of Romeoville accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the Village of Romeoville is to be used for business purposes only. The employee will sign an inventory sheet of all office property and agrees to take appropriate action to protect the items from damage or theft.

b. Site Visit

The employee shall designate a workspace within a remote work location for placement and installation of equipment to be used while teleworking. The Village must approve the site chosen as the employee's remote workspace. The employee is expected to submit three photos of the home workspace to management prior to implementation. The employee will be responsible for all costs associated with remodeling, electrical modifications, or other permanent improvement to the home office workspace. The employer will not provide office furniture for the workspace at home. We may supply an ergonomic chair on a case-by-case basis when funding allows.

I. Cyber Security

a. Software

Only software owned by the Village may be installed on a computer owned by the Village. The IT department will provide appropriately licensed software necessary for telework.

b. Internet Liability

The employee remains responsible for all files, links, data they transmit via the Internet. The employee agrees to follow guidelines and rules of conduct as if they are working from the regular office.

c. No personal business

An employee who is working from home shall not conduct personal business during their work shift unless during their break or lunch. No personal business may be conducted on village –owned equipment unless it is related to a course of study approved by the Village. Supplies given to the employee from the Village cannot be used for personal business.

SECTION 5: LEAVE AND HOLIDAYS

5.1 Previously Accrued Benefits

All Village employees who had accrued sick leave and vacation prior to 2023 shall maintain on the date of adoption of this policy manual all the benefits previously accrued. All employees shall be subject to the provisions of this policy manual as of the effective date of passage.

5.2 Vacation Leave (Excludes part-time firefighters/paramedic/EMT)

Vacation leave with pay shall be earned by full-time employees and accrued on a bi-weekly basis. Vacation leave with pay may not be taken during the first six (6) months of employment.

In addition, Part-time employees who work a minimum twenty (20) hours per week, year-round, Monday through Friday shall accrue at one half the rate as a full-time employee.

Vacation leave is accrued in the following manner:

4 years of service and less	10 days/year
5 to 9 years of service	15 days/year
10 to 14 years of service	20 days/year
15 to 19 years of service	25 days/year
20 + years of service	30 days/year

5.3 Vacation Accrual and Use

Vacation schedules shall be arranged to provide minimal disruption to department operations. Request for vacation leave should be submitted to the Department Manager for approval. Vacation can be denied for operational reasons. The Village Manager can authorize a buy out of accrued vacation time.

The total accrued vacation time may not exceed thirty-five (35) days (280 hours). When this maximum time is reached, the employee will not accrue vacation time until time is taken.

Employees are required to notify their immediate supervisor no less than five (5) days before the use of more than one (1) day and provide twenty-four (24) hours prior to taking one (1) day or less. In case of an emergency this can be waived. No more than three (3) consecutive weeks can be taken.

If a holiday falls during an employee's vacation, holiday pay will be given.

Should an employee become ill or disabled prior to a scheduled vacation, upon a written doctor's notice, the employee's vacation can be deferred until termination of the absence.

A. An employee on unpaid leave will have their vacation accrual pro-rated based on the hours worked during the pay period. If the employee is on unpaid leave for the entire two (2) weeks, they will not receive any accrual during that pay period.

5.4 Vacation Pay upon Retirement

Employees may convert accumulated vacation leave to dollars which can then be applied towards the payment of the group health insurance coverage premium. You can also receive payment for your accrued vacation pay on your final check. This benefit is only for an employee who is retiring from the Village of Romeoville. Retirement is defined as collecting a pension. Employees will be allowed to use

the vacation time conversion if the maximum sick leave accrual of 4000 hours, or 2500 hours if the full-time employee was hired after May 01, 2016, has not been met.

Vacation Time Conversion

Upon retirement from Village employment, employees will receive pay for their accumulated vacation leave, or at the option of the employee, may convert accumulated vacation leave to dollars applied toward the payment of the group insurance coverage premium. The Village will not match the vacation time the employee contributes to the sick time bank for non-union sworn personnel. (Non-union sworn personnel will be allowed to use the vacation time conversion as long as the maximum sick leave accrual of 5800 has not been met.)

Vacation Pay upon Termination or Resignation

You will receive payment of any accrued vacation pay on your final check.

5.5 Voluntary Donations for Catastrophic Illnesses or Injuries

Any full-time Village employee who personally suffers from a catastrophic illness or injury and who has exhausted all paid leave benefits provided by the Village may request voluntary donations of accrued time from other regular Village employees. The employee will submit a written request to the Village Manager stating the facts, showing the need for his/her request and the nature and extent of the catastrophic illness or injury. The written request must also include the availability of disability payments from the Police or Fire Pension Funds, I.M.R.F., Social Security, etc. Any employee requesting donated time for himself/herself must be totally disabled from performing all work for the Village.

Any full-time Village employee, whose spouse, son/stepson, or daughter/stepdaughter, under the age of twenty-three (23), or dependent residing in the same household with the Village employee suffers from a catastrophic illness or injury, may also request, in writing, that the Village Manager request voluntary donations of accrued time from other full-time employees. The request to the Village Manager must state the facts showing need for the request, the nature and extent to the catastrophic illness or injury and demonstrate a severe and unusual financial hardship on the affected regular employee. The request for voluntary donation of accrued time must come from the affected employee and may not be requested by any other person or organization on behalf of the affected employee.

The decision to solicit the Village work force for voluntary donations of accrued time rests solely with the Village Manager, and the appropriateness of the solicitation will be determined on a case-by-case basis. The Village Manager may request and require personal financial information and medical documentation from the requesting employee prior to approving any solicitation of the Village work force.

Any full-time Village employee can submit a written request to his/her Department Manager or Human Resources to voluntarily donate any accrued time to assist a fellow employee. Any accrued time in four (4) hour blocks of time may be donated, and any donated time will be permanently deducted from the earned account of the donating employee. Only one solicitation will be permitted for any one individual per calendar year. The solicitation will be for a thirty (30) calendar day period.

At the end of the thirty (30) calendar day solicitation period, the Human Resources Manager will convert donated hours from employees into hours for the recipient requesting the donations. The donated time will be input on biweekly paydays until the hours are depleted. The first employee donating time will be the first hours to be used as a donation, and the Human Resources Manager will notify staff as their donation is used. The hours donated will be treated the same as ordinary income and taxed at the employee normal rate. The employee will be able to receive up to a maximum of 30 days of catastrophic leave.

5.6 Sick Leave (Excludes part-time firefighters/paramedic/EMT)

A. Purpose

Sick leave shall not be considered as a privilege or vested right that employees may use at their discretion but shall be considered as a type of insurance which shall be allowed in case of necessity and actual illness, legal quarantine, or disability of employee, or to receive dental or medical care or other preventive care. Sick leave may also be used for illness, injury, or medical appointment of the employee's child, spouse, parent. The Village may request prior to payment for sick leave, evidence in the form of written certification of use of sick leave, if reasonable grounds exist to suspect abuse or if the absence has exceeded three consecutive work days.

A. Notice

Department Managers, Human Resources, and the Executive Assistants that work in Administration will have to notify the Village Manager by email or text regarding their request for sick leave as soon as they are aware of the need for sick time, but no later than prior to the beginning of the employee's workday. Doctor's appointment request should be given at least twenty-four (24) hours prior to the scheduled appointment.

C. When Denied

No sick leave shall be allowed for illness, injury or physical inability resulting from misconduct on the job, or excessive use of alcohol or narcotics, except as provided in Section 5.6(A). No additional time off will be allowed for any holidays occurring during an employee's sick leave. No sick leave benefits of any kind will be granted after termination of employment.

D. Accrual

Full-time employees with less than fifteen (15) years of service earn sick leave at a rate of one (1) day (eight hours) for each full calendar month worked. Regular employees with fifteen (15) or more years of service shall earn sick leave at the rate of one and one-half (1-1/2) days per month. Employees with twenty (20) or more years of service shall earn sick leave at the rate of (2) days (sixteen hours) per month. Sick leave will be granted in minimum amounts of a half hour.

Part-time employees who work a minimum of twenty (20) hours per week, year-round, Monday through Friday shall accrue at one half the rate as a full-time employee.

No sick leave can be earned during unpaid leave. An employee on unpaid leave will have their sick accrual pro-rated based on the hours worked during the pay period. If the employee is on unpaid leave for the entire two weeks, they will not receive any accrual during that pay-period.

Full-time and Part-time employees hired before May 1, 2016, may accumulate a maximum of 4,000 hours of sick time.

Full-time and Part-time employees hired after May 01, 2016, may accumulate a maximum of 2,500 hours of sick leave.

5.7 Unused Sick Leave at Retirement and Health Insurance

When an employee retires, the value of unused sick time may be applied toward the payment of continuing health insurance by one of the approved methods. The Village may offer two different options to the retiree on how the premiums can be paid. Retirement is defined as collecting a pension.

Option 1: The retiree can stay on the Village's health insurance plan and the monthly premium will be deducted from the value of the retiree's sick bank.

Option 2: The retiree can choose an outside vendor and the Village will pay vendor directly and deduct the monthly premium from the value of the retiree's sick bank. The maximum the Village will pay is equal to the amount the Village would pay under Option 1 based upon the coverage the employee had at the time of retirement.

The Village may offer the retiring employee four types of coverage: (1) Retiree only, (2) Retiree and spouse, (3) Retiree and child(children) and (4) Retiree and family. The premium charged will be reviewed by the Village on an annual basis, and if there are any changes to be made, the retiree will be notified.

Once the employee and/or spouse reach age 65 and are Medicare qualified, they must enroll in the Village's carve out plan for Medicare retirees only. The premium can be paid from your sick bank if you have not depleted it, or the retiree pays the company directly.

In the event the retired employee dies prior to becoming 65 years of age, the surviving spouse shall be eligible coverage based on the option the retiree was participating in at the time of his/her death. The surviving spouse is only eligible if they are receiving a monthly pension from the retirement system in which the employee participated.

Calculating the Value of Sick Time at Retirement

For employees hired prior to January 01, 2023, the value of unused sick hours is equivalent to the employee's ending rate of pay multiplied by total unused sick time hours up to the maximum allowed.

For employees hired after January 1, 2023, the value of unused sick hours is calculated using the employee's pay rate at the time the employee accrued the sick time, using the first-earned, first-used valuation method.

First-earned, first-used means the employee uses the sick hours that are earned from start of employment first for the valuation of ending balance purposes. First-earned, first-used values the balance by applying the pay rate and sick time earned closest to retirement and going back using the appropriate pay rate and earned rate until remaining hours balance is fully calculated.

Example valuation table

Employee retires with 575.64 balance at end of year 30 of employment with a pay rate of \$50

Employee earned 191.88 hours during year 30 at \$50/hr = \$9,594.00

Employee earned 191.88 hours during year 29 at \$40/hr = \$7,675.20

Employee earned 191.88 hours during year 28 at \$30/hr = \$5,765.40

Employee earned 191.88 hours during year 27 at \$29/hr = \$0 (available hours balance past 575.64 ending balance, stop further calculation)

5.8 Unused Sick Leave at Resignation or Retirement and Compensation (not eligible for MAP employees receiving sick-time matching.)

When a non-bargaining unit employee resigns or retires the Village of Romeoville will buy back unused accumulated sick leave up to a maximum of 1,500 hours, in accordance with the formula below:

Years of Service	Percentage of Buy Back
Under 10 yrs.	0%
10 yrs. – 19 yrs.	10%

20 yrs. – 29 yrs.	20%
30 yrs. or more	30%

Employees that are retiring can choose to convert up to 1,500 hours in accordance with the formula listed in this section and use the remaining sick time balance, if any, towards health insurance coverage as detailed in Section 5.7.

5.9 Unused Sick Leave and Additional IMRF Service Credit

If an employee has unused, unpaid sick days, they may qualify for a maximum of one year (240 days – 1,920 hours) of additional service credit for unused, unpaid sick days. Sick days used toward IMRF service credit cannot also be applied to health insurance credit or compensation detailed in sections 5.7 and 5.8. You earn one month of service credit for every 20 days of unused, unpaid sick leave or fraction thereof. For example:

Unused, Unpaid Sick Days	Additional Month of Service Credit
1-20	1 month
21-40	2 months
41-60	3 months
61-80	4 months
81-100	5 months
101-120	6 months
etc. up to 240 days	

To convert the sick days to service credit, the sick days must meet certain criteria. You must not have received compensation of any kind—including payment of amounts less than your regular salary—for the sick leave. And the sick leave must have been accumulated under a written plan established by your employer and available to all employees or to a class of employees.

This additional service credit applies:

- If you are leaving employment for retirement. The sick leave must have been earned under an established sick leave plan available to all employees or a class of employees, and the effective date of your pension must be within 60 days of your last day of participation in IMRF.
- If a member dies while participating in IMRF and a surviving spouse pension is payable. Because a surviving spouse pension is based on the pension the deceased member had earned, IMRF includes unused, unpaid sick days when calculating a surviving spouse pension.

For employees in **Tier I** please note: converted sick leave credit cannot be used to meet the following service requirements:

- Eight years for an IMRF pension,
- 35 years for an unreduced pension under age 60, or
- 20 years for the IMRF Early Retirement Incentive

For Employees in Tier II please note converted sick leave credit cannot be used to meet the following service requirements:

- 10 years for an IMRF pension
- 35 years for an unreduced pension at age 62

5.10 Funeral Leave/Family Bereavement Leave (Excludes part-time firefighters/paramedic/EMT)

Leave of absence with pay will be granted for up to four (4) consecutive days to any employee in the event of a death in the employee's covered family member. The definition of covered family is: Employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents, spouse's grandparents, stepparents, stepchildren, aunt, uncle, niece, nephew, or domestic partner.

Such leave will be at full pay and will not be charged against accrued sick leave or vacation leave. In the event an employee must travel 400 miles or more for such leave, the Village Manager or designee may grant one (1) additional day of leave. Any request for bereavement leave in excess of four days excluding the one (1 day for travel time) will be subject to approval of the Village Manager and will be chargeable to other accrued leaves. Employees must utilize paid bereavement leave within two weeks of receiving notification of the death of a covered family member. Any requests to extend the use of paid bereavement leave beyond this two-week period must be approved by the Village Manager. Employees also have a right to use a maximum of ten (10) workdays of unpaid bereavement leave under the Family Bereavement Leave Act 820 ILCS 154/1 *et. seq.*(ML1)

5.11 Family and Medical Leave

Eligibility: The purpose of the Family and Medical Leave Act ("F.M.L.A.") is to balance the needs of families with the demands of the workplace. Any employee who has been employed for at least twelve (12) months and worked at least 1,250 regular scheduled hours during the previous twelve (12) months is eligible for this leave.

Calculation of Leave: The Village counts FMLA leave on a "rolling backward basis" from the date an employee uses any FMLA leave. A rolling forward basis, however, is used to track the 26 weeks of family military leave available to care for an injured service member.

Employees are entitled to take up to 12 weeks' unpaid leave per rolling calendar basis for the following purposes:

- A. The birth of the employee's child.
- B. The placement of a child with the employee for adoption or foster care.
- C. To care for the employee's spouse, child or parent who has a serious health condition.
- D. A serious health condition rendering the employee unable to perform his/her job. Under FMLA, employees will be required to use all accrued leave prior to going on unpaid leave.

All employees are required to provide at least thirty (30) days' notice, if possible, of their intention to take leave. This notification must be in writing to the respective Department Manager.

The Village may require medical certification that the leave is needed due to the employee's own serious health condition or that of a family member. The Village may also, at the Village's expense, require a second medical opinion. If the first and second opinions differ, the Village may request a third opinion, at the Village's expense, which would then be determinative of eligibility. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services,

and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

An employee on such leave does not accumulate sick leave or vacation leave during the period he/she is on unpaid leave. Further, the employee's anniversary date shall be adjusted by the same number of days during this leave.

Military Family Leave:

When an employee wishes to return to work following a medical leave, the Village may require a doctor's release stating the employee is fit to work.

Upon returning from leave, an employee is entitled to return to his/her same or equivalent position with equivalent pay, benefits and other terms and conditions of employment.

1. Eligible employees may use their 12-week leave entitlement to address certain qualifying exigencies when his or her spouse, son, daughter, or parent 1) is a member of the Reserves or National Guard and has been called up to active duty or notified of an impending call or order to active duty in support of a "contingency operation"; or 2) is a member of a regular component of the Armed forces. Qualifying exigencies may include short notice deployment, attending military events and related activities, arranging for alternative childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling, rest and recuperations, attending certain post-deployment activities and such other eligible additional activities to address other events that arise out of the covered service member's active duty or call to active-duty status.

2. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member where the employee is a spouse, son, or daughter, parent or next of kin of the covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy.

5.12 Disability Leave

During your leave you must submit all medical documentation after every doctor's appointment. This documentation must be at a minimum of once monthly. The employee may be required at the Village's discretion and expense, to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Employees shall notify their supervisor of their availability to return to work at least five (5) days prior to the expiration of the leave granted or extended. Employees are only eligible for two disability leaves in a 7-year span.

Employees who have exhausted their accumulated sick leave days but are unable to report to or go back to work because of a start or continuance of illness, injury or pregnancy related disabilities may receive additional leave without pay for a period not to exceed three (3) months. The employee must request such leave from the Village Manager. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and thereafter furnish to the Village Manager or designee a physician's written statement of the nature of the disability and the estimated length of time that the

employee will be unavailable for work, together with a written application for such leave. Such leaves are purely discretionary and if approved, will initially be granted for a period of one (1) month.

All health benefits will continue during this leave. The employee will be responsible for their portion of the health insurance and may be responsible for the employer portion.

Before returning from a leave of absence for disability, or at thirty (30) day intervals during such leave, the employee may be required, at the Village's discretion and expense, to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Employees shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended. To ensure no service time is lost, any participants in I.M.R.F. must file for disability benefits as soon as notification is given of disability.

5.13 Voting Leave

Time off to vote will be made available, with the approval of an employee's Department Manager, if a reasonable period of off-duty time is not available.

5.14 Blood and Organ Donation

Full-time and part-time staff may use up to 10 days of leave in any 12 month period to serve as an organ donor.

5.15 Personal Leave (Excludes part-time firefighters/paramedic/EMT)

All employees shall receive three (3) personal leave days per calendar year (the equivalent of 24 hours of paid time). Normally, employees must request personal leave at least 24 hours in advance and have the approval of their supervisor or Department Manager. In case of an emergency, the Village may waive the notification period. Personal leave may not be taken in less than one-hour increments. Staff that work different shifts other than 8 hours will accrue and use hours based in accordance with their schedule.

Personal leave must be used by December 31 of the following year in which it is given, or it will be dropped from the employee's record.

Upon separation from Village employment, an employee will receive pay for earned, but not used, personal leave days.

Employees hired after January 1 will receive their personal time according to the following schedule:

<u>If hired during:</u>	<u>Will receive:</u>
Jan, Feb, March	24 hours
April May, June	16 hours
July, Aug, Sept	8 hours
Oct, Nov, Dec	0 hours

In addition, those Part-time employees who work a minimum twenty (20) hours per week, year-round, Monday through Friday shall accrue at one half the rate as a full-time employee.

5.16 Civil Leave-Jury Duty

Any regular or probationary employee who is required to serve as a juror or who is under subpoena as a witness in court related to Village business shall be granted leave with pay while serving in such capacity.

5.17 School Visitation Leave

An employee is eligible for an unpaid leave of up to eight (8) hours during any school year and no more than four (4) hours on any given day to attend school conferences, or classroom activities of their child(ren) in accordance with the School Visitation Rights Act (820 ILC 147/1) after providing sufficient notice to their supervisor. No School Visitation may be taken by the employee unless the employee has exhausted all accrued vacation leave, personal leave, compensatory leave and any other leave that may be granted to the employee except sick leave and disability leave.

5.18 Military Leave

Employees will be granted a leave of absence for military service in accordance with applicable federal and state laws. Employees are responsible for furnishing the Village with the expected beginning and ending dates of military service, including copies of military orders, as far in advance as possible.

A. Eligibility: Any employee affiliated with the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or contract military service is eligible.

B. Effect on Benefits: If applicable, an employee granted leave under this policy will continue to be covered under the Village's group health insurance plan on the same conditions as coverage would have been provided if he or she had been continuously working during the leave period. To maintain uninterrupted coverage, an employee will be required to continue to pay his or her portion of insurance premium payments, if applicable. Payments for which an employee is responsible are subject to any change in premium rates while the employee is on leave. During the leave, monthly payments should be forwarded to the Finance Department no later than the first of the month. If applicable, an employee will continue to accrue benefit hours (sick, personal, or vacation) while he or she is on military leave.

C. Effect on Wages: Any employee, who is a member of any reservist component of the United States Armed Services and is mobilized to active military duty, will receive his or her full District salary minus the amount of his or her base pay for military service, for the duration of his or her active military service. Any full-time employee who is a member of any reservist component of the United States Armed Services will be granted leave for any period actively spent in military activity, including: basic training, special or advanced training, and annual training. During leaves for annual training, the employee will continue to receive his or her full Village pay. During leaves for basic training and up to 60 days of special or advanced training, the employee will receive his or her full District salary minus the amount of his or her base pay for military activities. If an employee is called to active military duty by order of the President of the United States, the employee will receive his or her full District salary, minus the amount of his or her base pay for military service, for the duration of his or her active military service.

D. Reinstatement: An employee returning from military leave will be entitled to reinstatement in accordance with the applicable federal and state laws. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) requires that returning service personnel be "promptly" re-employed in the same or similar position that they would have attained if they had not been absent for military service. Under USERRA, to return to the workplace, an employee must have been honorably discharged and cumulative military leave is less than five years. An employee is required to give the district prompt notification of intent to return to work. The amount of required notice to the district varies based on the length of an employee's absence.

E. After Reinstatement: After reinstatement, an employee enjoys a certain level of job security. Employees can only be terminated "for cause" for a specified time, depending on their length of service.

An employee whose qualified family member is engaged in military service may be granted an unpaid leave of absence for family military leave subject to certain conditions. The Village will require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

A. Eligibility: Any employee who has been employed by the Village for at least 12 consecutive months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible. An employee may request up to 30 days of unpaid leave in a single 12-month period to care for his or her spouse, parent, child, or grandchild, who is a member of the Armed Forces (including the Reserves and the National Guard) and who has a serious injury or illness incurred in the line of duty while on active duty and is undergoing medical treatment, recuperation or therapy. If an employee uses qualifying exigency leave under FMLA, the amount available under this leave will be reduced by the number of days taken under FMLA.

B. Effect on Benefits: An employee granted leave under this policy will continue to be covered under the Village's group health insurance plan on the same conditions as coverage would have been provided if he or she had been continuously employed during the leave period. To maintain uninterrupted coverage, an employee will be required to continue to pay his or her portion of insurance premium payments, if applicable. Payments for which an employee is responsible are subject to any change in premium rates while the employee is on leave. If the employee contributes to a group insurance plan in addition to the group health plan, the employee must continue to pay his or her portion of the insurance premium payments. During the leave, monthly payments should be forwarded to the Finance Department no later than the first of the month. If the employee's payment is more than 30 days late, the Village will terminate coverage; however, coverage will be reinstated upon the employee's return to work. An employee will not accrue any type of benefit hours (sick, personal or vacation) while he or she is on Family Military Leave.

C. Utilization of Accrued Benefits: An employee may not take Family Military Leave as provided under this policy unless he or she has exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave.

D. Reinstatement: Any employee who exercises the right to family military leave under this policy, upon expiration of the leave, shall be entitled to be restored to the position held when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment as required by the FMLA. This Section does not apply if the employee was not restored as provided in this Section because of conditions unrelated to the employee's exercise of rights under this policy.

5.19 Holidays

Holiday pay will be granted for employees for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteeth	Christmas Day
Fourth of July	New Year's Eve

Holidays may change in accordance with Collective Bargaining Agreements

Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed the following Monday. With the exception of shift work personnel who work seven (7) days, they will observe the holiday on actual holiday.

All Administrative offices will be closed on the above holidays.

5.20 Emergency Staffing Policy

If the Village Manager declares an emergency the following procedures will be implemented:

- In the event of an emergency, all non-emergency personnel that are ordered to stay home will be paid their normal hourly wages.
- All emergency personnel who are required to work will be paid their normal hourly wage and will receive eight (8) hours of additional time off.
- Any personnel that are ordered into work but are unable to make it will be required to use vacation or personal time for that day.
- Any personnel that are already scheduled for that day off will be required to use the time off that was previously requested. No additional time will be granted.
- Department Managers will not be given additional time off if he/she is called into work for the emergency.
- The Village Manager if he or she chooses will direct Department Managers to call in staff to ensure that there is proper staffing in each department so that the needs of the Village can be met.

5.21 Paid Leave

This policy shall only apply to recreation department staff, part-time firefighters, part-time paramedic, part-time EMT, and any other employees that are not eligible for paid leave, including but not limited to sick leave, personal leave, vacation leave, PTO, under another Village policy, collective bargaining agreement, contract, or any other benefit package.

All employees will earn 1 hour of Paid Leave for every 40 hours that employee actually works, and shall be eligible to receive up to 40 hours of Paid Leave. Employees are eligible to request and use Paid Leave after the applicable amount of Paid Leave is accrued. Paid Leave may be used by the employee for any purpose in the minimum increment of 2 hours per day. Employees are eligible to request accrued paid leave after January 01, 2024 or 90 days after the employee's first date of employment whichever is later.

If use of Paid Leave under this section is foreseeable, the employee must provide at least 7 calendar days' notice in writing before the date the leave is to begin. If Paid Leave under this section is not foreseeable, the employee shall provide such written notice as soon as is practicable after the employee is aware of the necessity of the leave by email to their immediate supervisor.

Notice prior to use and denial of use shall be consistent with Section 5.6 Sick Leave.

Employees are permitted to carryover unused Paid Leave year to year, and shall not be paid out the monetary equivalent for unused Paid Leave at the end of the year. Employees may not use more than 40 hours of paid leave per accrual period (regardless of any carryover) Employees who have 40 hours of leave either through accrual or carryover or both, will not accrue additional time until they fall below the 40 hours. Unused Paid Leave is forfeited upon separation from employment

SECTION 6: INSURANCE PROGRAMS

6.0 Non-Union Sworn Personnel Chiefs and Commanders Provisions Sick Leave

The following benefits will be provided to non-union sworn police personnel of the Romeoville Police Department.

Sick leave shall be earned at the rate of eight (8) hours per each full calendar month of service and may be used only after it is earned. Employees with fifteen (15) or more years of service shall earn sick leave at a rate of twelve (12) hours per month. Employees with twenty (20) or more years of service shall earn sick leave at a rate of sixteen (16) hours per month. On duty disability shall not be charged to the accumulated non-duty sick leave of the employee. Any employee placed on inactive status or on non-pay leave status does not accumulate sick leave during these periods.

Sick leave may be accumulated to a maximum of 450 days (3,600 hours).

The Village Manager has the authority to amend this section as needed when necessary.

SICK LEAVE CONVERSION FOR EMPLOYEES

When a non-union sworn officer retires, the unused sick time may be applied toward the payment of health insurance. The Village will provide a one to one match (1:1) to the employee's accumulated sick time based on the following scale.

<u>Years of Service</u>	<u>Maximum Hours to be matched</u>
20	700
21	800
22	900
23	1,000
24	1,100
25	1,200
26	1,400
27	1,600
28	1,800
29	2,000
30	2,200

The maximum numbers of hours an officer can have available for insurance coverage at the time of retirement is 5,800 hours. (3,600 hours sick time accumulation plus 2,200 Village matches at 30 years.)

6.1 INSURANCE BENEFIT PROGRAMS

Group Health Insurance:

The Village offers various choices for group health insurance including several medical plan options, a vision plan and a dental plan.

Eligibility:

All full-time employees become eligible to participate in all group health insurance plans on their first day of the month following their date of hire. Dependent coverage is also available.

Cost:

Regular Full-time Non-Union hired after 01/01/2018 and Fire Union Full-Time after 01/01/2016: The Village will contribute the equivalent of 88% of the lowest cost of either the HMO or PPO \$750.00 health insurance premium. Employees can select to participate in any of the insurance plan options but are responsible through payroll deductions to pay any additional premium expense on the plan selected.

Regular Full-time Non-Union prior to 01/01/2018 and Fire Union Full-Time prior to 01/01/2016: The Village will contribute the equivalent of 95% of the lowest cost of either the HMO or PPO \$750.00 health insurance premium. Employees can select to participate in any of the insurance plan options but are responsible through payroll deductions to pay any additional premium expense on the plan selected.

Police Union Full-Time: For employees hired prior to May 2016, the Village will contribute 95% of the cost of the HMO health insurance plan. The employee is responsible to pay any additional premium expense. For employees hired after January 2016, the Village will contribute 88% of the cost of the HMO health insurance premium. The employee is responsible through payroll deductions to pay any additional premium expense. Employees hired after January 2016 are only eligible for HMO health insurance

Clerical Union Full-Time: For employees hired prior to May 2018, the Village will contribute 95% of the cost of the HMO health insurance plan. The employee is responsible to pay any additional premium expense. For employees hired after January 2016, the Village will contribute 88% of the cost towards the health insurance premium. The employee is responsible through payroll deductions to pay any additional premium expense. Employees hired after January 2016 are only eligible for HMO health insurance

Part-time 1560 employees: Employees are eligible to enroll in the PPO group medical insurance offered for the period during the applicable “stability period” during which the employee remains actively employed with the employer. If an employee’s hours are measured over a standard measurement period, the applicable “stability period” will be the “standard stability period” following the standard measurement period. The standard stability period is the Village’s Health Insurance Benefit Year which is November 1st through October 31st of the following year. If an employee’s hours are measured over the employee’s initial measurement period, the applicable “stability period” will be the “initial stability period”. The initial stability period will be the twelve-month period beginning on the first day of the second month following expiration of the employee’s initial measurement period.

The monthly cost of health insurance for any 1560 Part-time Employee who enrolls in the Single, Employee Plus One or Employee Family plan will pay the total premium. The total premium is subject to an annual increase or decrease based on the Village of Romeoville healthcare experience.

Coverage begins the first day of the month succeeding your 1560 hours works. The Human Resources Manager shall act as Plan Manager. Any additional information regarding insurance is available from the Human Resources Office.

Employees enrolling more than thirty (30) days after they or their dependents become eligible for coverage will be required to complete an Evidence of Eligibility form. If approved, coverage will be effective on the first of the month after the date that the application for coverage and the Evidence of Eligibility is approved.

Waiver Incentive:

Full-time employees who elect to waive health coverage are eligible for an incentive payment. It will be given bi-weekly to the employee and is based on coverage the employee is eligible to enroll within.

Employee Only - \$1,000 annually

Employee Plus Children - \$1,250 annually
Employee Plus Spouse - \$1,500 annually
Family Coverage - \$2,000 annually

Employees are required to prove eligibility for the waiver and sign the waiver document annually during open enrollment.

Basic Life Insurance:

Life insurance is provided for all full-time employees in the amount equal to the employee's annual salary. The full cost for life insurance is paid by the Village. Coverage begins one (1) month from the date of employment. Employees are also covered for accidental death and dismemberment. In the event of the employee's death, the benefit shall be paid to the designated beneficiary.

Dental and Vision Insurance:

All regular full-time employees are entitled to dental and vision insurance. The full cost for individual or family coverage is paid by the Village. Dental and vision insurance coverage begins the first day of month preceding the date of hire.

Flexible Spending Accounts:

Unreimbursed Medical Spending Accounts and Dependent Care Accounts are available to full-time employees at their expense. The amounts to be placed in the account will be withheld from paychecks on a pretax basis with an employee's prior written authorization.

Health Savings Accounts:

HSAs are tax advantaged member-owned accounts that let you save pre-tax dollars for future qualified medical expenses. Employees can only contribute to an HSA account if enrolled in the High Deductible Health Insurance Plan. The Village will use a vendor to administer the Village's HSA accounts for employees. Your HSA account is portable, which allows you take the funds in your HSA with you when you leave your employment with the Village of Romeoville.

Health Insurance Portability and Accountability Act:

Portability Requirements:

The federal Health Insurance Portability and Accountability Act ("HIPAA") is designed to help employees who change or lose jobs to maintain health insurance coverage by requiring subsequent employers to accept them into their health insurance plans. To achieve this, the law: prohibits group health insurance plans from establishing eligibility rules based on health status; limits the duration and extent to which group health insurance plans may exclude preexisting conditions; and requires special enrollment periods for individuals losing other coverage under certain circumstances. The law also requires group health insurance plans to track and provide certification of an individual's coverage when the individual leaves the plan so that he or she may gain access to another plan with reduced or no preexisting condition limitations.

As a general rule, HIPAA protects the privacy of an employee's health information by prohibiting health care providers and group health insurers from disclosing such information to anyone, except with the employee's specific consent and authorization. The Village may request consent to obtain health information about an employee in order to determine whether he or she is fit to return to duty after an illness or injury, in order to obtain results of drug or alcohol testing, in order to comply with the requirements of the Family and Medical Leave Act or the Americans with Disabilities Act, and for other, appropriate reasons.

Continuation of Coverage Under COBRA:

The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Village's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Village's group rates. The Village provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the District's health insurance plan. The notice contains important information about the employee's rights and obligations.

Continuation of Coverage Under State Law:

Under the Illinois Insurance Code (215 ILCS 5/367;), municipal employees and/or dependents may be eligible for continuation of group health benefits at the employee's expense for a period beginning at the time an employee is removed from payroll due to retirement, disability or death.

SECTION 7: OTHER BENEFITS

7.1 Deferred Compensation

The Village sponsors three (3) deferred compensation programs. The programs are limited by Federal tax law. Employees who participate in the programs may defer a portion of their wages, therefore postponing the tax liability of these wages, until the funds are withdrawn. Descriptions of the programs, from which the employees may choose, can be obtained from the Human Resources Manager.

7.2 Longevity Pay (Includes Part-time employees and part-time Firefighter/Paramedic/EMT)

In recognition of a employees years of consecutive service to the Village, annual longevity pay will be awarded. This pay will be awarded on an annual basis with the first payment issued after the annual fiscal year budget is approved by the Village Board. Longevity only applies to employee who work over 20 hours a week 52 weeks a year and have a set schedule. Eligible non-union part-time employees will be entitled to 50% of the longevity pay that a full-time employee receives annually in May.

<u>Years of Service</u>	<u>Longevity Pay</u>
1-4	\$0.00
5-9	\$400.00
10-14	\$600.00
15-19	\$1000.00
20-24	\$1500.00
25-29	\$1800.00
30 plus	\$2000.00

7.3 Reimbursement for Education Expenses

Tuition reimbursement is available to any full-time employee who has worked (12) consecutive months for the Village of Romeoville. Employees will not be compensated for attending classes during non-working hours, unless required by employer.

The Village of Romeoville only pays for online classes from an accredited college or university. The Village will pay \$4,000.00 a calendar for undergraduate courses or \$5,000.00 a calendar year for graduate courses.

Employees who accept tuition reimbursement, commit to regular full-time service for two years following the completion of the last college class or certification course. If an employee voluntarily terminates their employment with the Village of Romeoville or is terminated for cause within that two-year period, the employee agrees to pay the Village of Romeoville 75% of the amount of tuition, associated fees, and taxes, if any, that have been paid for all courses.

If an employee does not repay any amounts due as indicated above on or before his/her last day of employment, any such amounts will be deducted from the employee's final paycheck or from any other amounts payable to the employee upon or following termination of employment, including compensation time, personal time, and vacation time. Employees will also acknowledge that any balance still owed to the Village of Romeoville after the deductions referenced above must be repaid to the Village of Romeoville.

Continued reimbursement is dependent upon ongoing satisfactory job performance. If performance becomes unsatisfactory, the employee may be denied future tuition reimbursement.

Employees are only eligible for a \$6000.00 every calendar year for tuition reimbursement and conferences if you are being reimbursed for graduate classes. Employees are eligible for \$5000.00 every calendar year for tuition reimbursement and conferences if you are being reimbursed for undergraduate classes. Employees are not eligible for tuition reimbursement if they are receiving grants or scholarships for their classes.

NOTE: All participating employees are required to sign the Tuition Reimbursement Acknowledgement Form

7.4 Programs Ineligible for Reimbursement

Tuition costs and fees for books or other supplies for educational programs which will provide the employee the necessary degree or license certification to receive an automatic salary increase as outlines in section 7.6 and 7.7 will not be eligible for reimbursement.

7.5 Job Related Training Programs

The Human Resources Manager and the Department Manager shall investigate and make recommendations for job related training programs. Program development shall be done jointly by the Human Resources Manager, Department Manager and Supervisors. Such training may include demonstrations, lectures, seminars or films which may help to improve the effectiveness of employees in performing their respective duties.

7.6 Certificates

To provide incentive for employees to further their knowledge in fields of Wastewater Treatment, Water Treatment and Sewer Collection, the following scale shall be used for employees who have attained licensing:

Grade Position	License	
10	Wastewater Treatment Maintenance Worker I	
11	Wastewater Treatment Maintenance Worker I	Class 4
12	Wastewater Treatment Maintenance Worker I	Class 3
13	Wastewater Treatment Maintenance Worker II	
14	Wastewater Treatment Maintenance Worker II	Class 4
15	Wastewater Treatment Maintenance Worker II	Class 3
14	Wastewater Treatment Technician I	Class 4
15	Wastewater Treatment Technician I	Class 3

16	Wastewater Treatment Technician I	Class 2
17	Wastewater Treatment Technician I	Class 1
18	Wastewater Treatment Technician II	Class 1

Water Treatment

10	Water System Laborer/Equipment Operator	
12	Water System Laborer/Equipment Operator IV	D
13	Water System Laborer/Equipment Operator III	C
15	Water System Laborer/Equipment Operator II	B
17	Water System Laborer/Equipment Operator I	A

Sewer Collection

13	Sewer Collection Operator	Class 1
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An employee in good standing for two years or more is eligible for the step increase for receiving a license for water, wastewater, or sewer collection when the employee has the Public Works Director's prior approval to obtain the license. The Public Works Director will notify the Human Resources Manager when the step increase should go into effect. Good standing is an employee who consistently meets or exceeds performance expectations, adheres to company policies and ethical guidelines, maintains a positive work attitude, and has not received disciplinary action.

The employee must remain in good standing to be eligible to retain his step increase. It is the employee's responsibility to keep their license current and valid. The Public Work Director has the discretion to take away the step increase based on certain criteria such as job performance, budget constraints and needs of the specific department. An employee who transfers to a department where there is no licensing will not be compensated for that license.

7.7 Fringe Benefits

The Village must ensure that the tax laws are observed with respect to taxable fringe benefits, as defined by the Internal Revenue Code (IRC) and any other applicable federal and state statutes, provided to Village employees.

The Village of Romeoville provides several fringe benefits to employees. Some of the fringe benefits may be provided Village wide, others are provided to specific employees by their departments. Fringe benefits are considered a form of pay in addition to salary and wages paid to employees for the performance of services and must be taxed in a similar manner including, but not limited to, applicable Federal and State Income Tax, Social Security Tax and Medicare Tax.

Unless expressly excluded or deferred until a later year under the IRC, all taxable fringe benefits will be included in the employee's gross income in the year in which they are received and will be taxed in the manner prescribed by the IRC.

Taxable Fringe Benefits Include, but are not limited to:

Cash fringe benefits, such as, but not limited to, gift cards, gift certificates, vehicle allowance and apparel/clothing allowance are generally always taxable.

Uniforms and clothing provided by the Village to employees – Value of such apparel provided to the employee unless specifically excluded by the IRC. Departments will be required to provide the appropriate information to the Finance Department regarding the value of the clothing provided to the employee.

Village provided vehicle – Value of personal use of a Village-provided vehicle (including courtesy cars) unless specifically excluded by the IRC. The IRC has a complex set of rules regarding the taxation of employer provided vehicles. The employee will be required to sign a customized policy document that pertains to their circumstances, allowed uses of the vehicle and method of valuation for tax purposes.

Club membership and dues – Value of Village-paid club memberships and related expenditures to the extent that such activities are not documented to serve a bona-fide Village business purpose. The employee must pay dues and provide proper documentation of payment to the Finance Department. The employee will then be reimbursed for the membership fees or dues through payroll.

Meals/Meal Reimbursements – Value of meals or meal reimbursements provided by the Village to the employee unless specifically excluded by the IRC. Exclusions include meals reimbursed for legitimate business travel that includes an overnight stay, meals provided on premise for the Village's convenience and occasional group meals or picnics. Departments will be required to provide the appropriate information to the Finance Department regarding the value of the meals and/or meal reimbursements provided to the employee.

Nothing in this policy shall be construed to confer eligibility for benefits for which an employee is not otherwise eligible under federal/state law, policy, or practice. The Village reserves the right to amend this policy at any time without notice to conform to applicable laws and regulations.

7.8 Uniforms and Equipment/ Non-union Sworn officers

The Village will continue to provide to the employees a full set of summer and winter uniforms and other determined and appropriate departmental apparel.

The Village will continue to repair and replace any portion of the department uniform that is worn or damaged. If payment is received through a court order or otherwise for the damaged uniform, such payment will be remitted to the Village.

Should any personal items worn, carried or used by an employee become damaged, ruined or destroyed while in the course of an officer's duties, the Village will pay the employee up to one hundred dollars (\$100.) for the loss of the personal property upon receipt of the documentation on the cost of the newly purchased replaced item. The following items which are mandated by the Village and are purchased by the member shall be covered one hundred percent (100%) by the Village in the event of destruction in course of duty: handcuffs, leather cases, flashlight, shoes. Regarding the loss of glasses and teeth in particular, the Village will pay the total cost of repair and replacement upon receipt of documentation of the cost of the repair and/or replacement. A written explanation will be forwarded to the Chief of Police stating the conditions and circumstances relative to the said loss of the personal property item. The Village shall have the right of subrogation against any third person for all payment made to employees under this section.

Upon the expiration date of the certification of body armor, the Village shall reimburse officers up to \$800.00 for new body armor. Employees that are reimbursed for body armor shall be required to wear same as part of their duty uniform as specified per Department policy.

SECTION 8: EMPLOYEE CONDUCT

8.1 Attendance

Employees are expected to report to work promptly at the starting time designated by their supervisor.

If an employee is unable to report to work due to illness or other emergency, the employee must inform his/her supervisor prior to the assigned starting time. In the case of extended illness, employees may be required to report each day of absence, every 30 days for FMLA, or at intervals agreed to by their supervisor.

If an employee does not report for work and fails to properly notify his/her supervisor, the employee shall be considered absent without leave. An employee who is absent without leave is subject to disciplinary action, up to and including termination.

8.2 Outside Employment

With prior written approval, outside employment in addition to Village employment is allowed if it does not and will not interfere with the employee's performance, cause a conflict of interest, cause an appearance of impropriety with his/her Village duties and responsibilities, or reflect adversely upon the Village. Employees will not be permitted to engage in outside work that involves the use or sale of information related to Village operations.

Full-time Village employees shall inform their Department Manager, in writing, of any outside employment, the Department Manager shall forward a copy of all such requests to the Village Manager, the Village Manager shall provide a written response authorizing or declining such outside employment, and the written response shall be placed in the employee's personnel file. In no event shall outside employment be permitted during the employee's regularly assigned working hours for the Village or while on duty. Full-time employee shall not exceed 24 hours per week at any outside employment, except upon prior written request to and after prior written approval from the Village Manager, full-time employees may exceed the 24 hours per week maximum for a limited time.

Part-time Village employees shall inform their Department Manager, in writing, of any outside employment, the Department Manager shall provide a written response authorizing or declining such outside employment, and the written response shall be placed in the employee's personnel file.

The Village of Romeoville will be considered your primary position and if there is a conflict with your outside employment regarding your performance and availability the Village Manager reserves the right to revoke approval of any outside employment. The Village Manager reserves the right to revoke approval of any outside employment when it has been determined to be detrimental to the best interest of the Village, or otherwise no longer in conformity with this Section. In such cases, the employees shall be notified that outside employment is no longer permitted and shall be given fifteen (15) days to determine if they want to continue working with the Village or with the outside employer.

An employee who is on leave of any kind from the Village may not work for outside employment in any aspect. Violation of this Section will result in disciplinary action, up to and including termination.

8.3 Identification Cards

Employees issued identification cards must carry them during working hours. Upon termination of employment, the employee's identification card is returned to their Department Manager or Human Resources.

8.4 Gift Ban

The solicitation or the acceptance of gifts is prohibited under the State Gift Ban Act (5 ILCS 425 et seq.) which was adopted as required by Section 83 of the Act (5 ILCS 425/83).

8.5 Political Activity

A. No employee of the Village shall hold any other office or employment under the village, county, or federal government, or division thereof, except such office or employment which does not interfere with the impartial discharge of duties or result in the wielding of legislative or executive authority over conditions of employment or over service superiors.

B. Any employee who shall become a candidate for any election office may be granted a leave of absence without pay by the Village Manager. Such a leave of absence shall be at the request of the employee and shall not exceed ninety (90) calendar days.

C. Under the Hatch Political Activity Act, 5 U.S.C. sections 1501-1508, officers and employees of a local government, such as the Village, whose principal employment is in connection with an activity financed in whole or in part by loans or grants made by the United States government are prohibited from using their influence to affect the result of an election, attempting to coerce or advise another Village employee to make a political contribution, or being a candidate for public office in a partisan election. For more information regarding the Hatch Act, employees should contact the Village Manager.

8.6 Confidentiality

Working for the Village may give an employee access to confidential information relating to future development, financial data, and other sensitive material. It is imperative this information be safeguarded. Employment with the Village assumes an obligation to maintain confidentiality, even after the employee is no longer employed by the Village.

No one is permitted to remove or make copies of any Village records, reports, or documents without prior approval of the appropriate Department Manager or the Village Manager. An employee, however, may disclose information deemed confidential, if so, required by a lawfully issued subpoena or pursuant to a court order. Any requests for information, including those pursuant to a subpoena or court order, shall first be forwarded to the appropriate Department Manager or the Village Manager before disclosure.

Because of its seriousness, disclosure of confidential information may lead to disciplinary action up to and including immediate dismissal.

The use of confidential information for personal gain may also lead to legal action.

8.7 Smoking/Vaping

Smoking and vaping is prohibited within a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited under the *Smoke Free Illinois Act* to ensure that tobacco smoke does not enter the area through entrances, exits, open windows, or other means. The *Smoke Free Illinois Act* also includes no smoking in all government owned vehicles and facilities.

Under the Smoke Free Illinois Act-Public Act 095-0017

8.8 Employee Safety

The Village prohibits employees from acting negligently and engaging in hazardous work practices on Village property and while conducting organization business.

The Village expects and demands that its employees perform their employment duties with care and attention to the citizen needs, the safety and welfare of fellow employees, and to the Village's quality standards and requirements. Employees who are negligent in performing their job duties or commit intentional hazardous acts will be subject to disciplinary action, up to and including immediate discharge.

Refer to Safety Manual.

8.9 Village Logo Apparel

Village logo is to be worn by village employees and other authorized personnel only. Logo apparel may be worn while off-duty, or duty where a uniform is not required or where approval has been granted by the Department Manager. Employees who wear these items either at work or off-duty must realize that they clearly represent the village. When discarding village logo apparel, it should be destroyed in lieu of being donated or given to non-village employees or organizations. Employees engaged in inappropriate activities or behavior while in logo apparel, on-duty or off-duty could be subject to discipline, up to and including termination. All Village logo apparel should be returned to the Village upon resignation or termination.

8.10 Dress Code Policy

The Village of Romeoville strives to be known as an organization where employees enjoy their work environment. We would like our offices to be a place where open communication occurs comfortably across all levels. These goals must be balanced with the business necessity to present a professional appearance to the public. As such, we have adopted a Business/Business Casual Dress Policy as our dress standard for non-management employees, including those times when an employee meets with a client, vendor, or is representing the Village of Romeoville at an outside community function.

Managers and supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility. This includes counseling employees whose appearance is inappropriate.

Reasonable accommodations will be made for employees sincerely held religious beliefs and disabilities whenever possible unless the accommodation would be an undue hardship. Questions or complaints that cannot be handled to an employee's satisfaction by his or her supervisor or Manager should be taken to the Human Resources Manager.

The following guidelines will help to define what acceptable Business Casual attire is:

1. Choose business casual clothing that communicates professionalism.
2. Keep your workday schedule into account when you are dressing. Casual Business attire means clothing that allows employees to feel comfortable at work, yet appropriate for an office environment. Casual business attire includes but is not limited to trousers, dress slacks, khakis, Dockers, dresses and skirts no higher than 2 inches above the knee, sweaters, open collar shirts, polo shirts, blouses, suits, loafers, dress shoes and boots. Clothing must be properly cleaned and pressed, and clothing should be free of tears, fraying, holes, and stains.
3. **You are not permitted to wear** jeans or any denim clothing, shorts, short pants, bib overalls, halter tops, beachwear, workout attire, over the shoulder shirts, tank tops, tee shirts, spandex, leggings or other formfitting pants, dresses, skirts, or distracting, offensive, or revealing clothes. In addition, you are not to wear athletic shoes, Doc Martin-type sandals, or thongs unless you have a doctor's note. These items do not convey a professional appearance.
4. Clothing should be worn and fit in such a manner that is does not expose the abdomen, chest, or buttock areas.
5. Clothing should be free of sexually related references, foul language, or sport logos.
6. Body piercing jewelry is acceptable if it is not distracting.
7. Tattoos must be appropriate and in keeping with a professional image. If said tattoo is not appropriate the Village of Romeoville has the right to ask the employee to cover the area where the tattoo is.

Jeans will be permitted to be worn on the days that the Village Manager designates as Jeans Day.

In the event of a violation of this policy, a supervisor or Manager will counsel any employee whose appearance does not meet these standards. If the appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to correct the problem. Repeated disregard for this dress and grooming policy may result in disciplinary action up to and including termination of employment.

8.11 Whistleblower Policy

Upon commencement of employment and at least once each year of employment, every employee shall receive a copy of this policy and a written summary or complete copy of Section 4.1 of the Public Officer Prohibit Activities Act (50 ILCS 105/4.1 - Retaliation against a whistleblower).

Definitions The following words or phrases shall have the following definitions and meanings for the purpose of this Policy.

Improper governmental action means the following: any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is

1. undertaken in violation of a federal, State, or unit of local government law or rule.
2. an abuse of authority.
3. violates the public's trust or expectation of his or her conduct.
4. is of substantial and specific danger to the public's health or safety; or
5. is a gross waste of public funds.

The action need not be within the scope of the employee's, elected officials, board member's, commission members, or committee member's official duties to be subject to a claim of "improper governmental action". ***Improper governmental action*** does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

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

Policy

It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

1. reports an improper governmental action under this Section.
2. cooperates with an investigation by an auditing official related to a report of improper governmental action; or
3. testifies in a proceeding or prosecution arising out of an improper governmental action.

The Village of Romeoville will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm.

Complaints

To be protected under this Policy, the employee shall make a written complaint of improper governmental action to the employee's Department Manager or the Human Resources Manager. An employee who believes he or she has been retaliated against in violation of this Policy must submit a written complaint to the employee's Department Manager or the Human Resources Manager within 60 days of gaining knowledge of the retaliatory action. If the Human Resources Manager are the individuals doing the improper governmental action, then a complaint may be submitted to the appropriate State's Attorney.

The employee must exercise sound judgement to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Processing Complaints

If you submit a complaint under this Policy, it is not your responsibility to investigate further into the improper government action. Unless reported to the State's Attorney, all complaints submitted under this Policy will be investigated by the Human Resources Manager.

Complaints submitted shall be marked by the Department Manager or the Human Resources Manager with the date the complaint was received. A Department Manager that receives a complaint shall immediately forward the complaint to the Human Resources Manager. Insofar as possible, the confidentiality of the whistleblower will be maintained unless the employee waives confidentiality in writing. However, the identity may have to be disclosed to conduct a complete investigation, to comply with the law, and to provide accused individuals the ability to provide a defense. Reasonable measures may be taken to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

The Human Resources Manager shall investigate and coordinate with other necessary employees or officials to investigate and dispose of complaints of improper governmental action and/or retaliation. Alternatively, if the Human Resources Manager deems it appropriate, the Human Resources Manager may transfer the complaint to another auditing official for investigation, including but not limited to the appropriate State's Attorney. An investigation conducted by the Human Resources Manager may include but is not limited to interviews with the complainant employee, the individuals allegedly involved in the improper governmental action and/or retaliation, and any witnesses that may be witnesses to the information contained in the complaint. After the investigation is complete, the Human Resources Manager shall conclude whether improper governmental action or retaliation has taken place or whether the municipality, department, or any supervisory officials have hindered the investigation of the complaint, and if so, the Human Resources Manager shall give written notification to the Village Manager and any other individual or entity the Human Resources Manager deems necessary in the circumstances to take appropriate employment actions.

Employees with any questions regarding this policy should contact the Human Resources Manager.

50 ILCS 105/4.1

105/4.1. Retaliation against a whistleblower

§ 4.1. Retaliation against a whistleblower.

(a) It is prohibited for a unit of local government, any agent or representative of a unit of local government, or another employee to retaliate against an employee or contractor who:

(1) reports an improper governmental action under this Section.

(2) cooperates with an investigation by an auditing official related to a report of improper governmental action; or

(3) testifies in a proceeding or prosecution arising out of an improper governmental action.

(b) To invoke the protections of this Section, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of this Section must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to any State's Attorney.

(c) Each auditing official shall establish written processes and procedures for managing complaints filed under this Section, and each auditing official shall investigate and dispose of reports of improper governmental action in accordance with these processes and procedures. If an auditing official concludes that an improper governmental action has taken place or concludes that the relevant unit of local government, department, agency, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official shall notify in writing the chief executive of the unit of local government and any other individual or entity the auditing official deems necessary in the circumstances.

(d) An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the appropriate State's Attorney.

(e) To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

(f) The following remedies are available to employees subjected to adverse actions for reporting improper government action:

(1) Auditing officials may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution.

(2) In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

(g) A person who engages in prohibited retaliatory action under subsection (a) is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

(h) Every employee shall receive a written summary or a complete copy of this Section upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written processes and procedures for reporting improper governmental actions from the applicable auditing official.

(i) As used in this Section:

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in a unit of local government whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the unit of local government; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the municipality. If a unit of

local government does not have an “auditing official”, the “auditing official” shall be a State’s Attorney of the county in which the unit of local government is located within.

“Employee” means anyone employed by a unit of local government, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. “Employee” also includes members of appointed boards or commissions, whether or not paid. “Employee” also includes persons who have been terminated because of any report or complaint submitted under this Section.

“Improper governmental action” means any action by a unit of local government employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public’s trust or expectation of his or her conduct; is of substantial and specific danger to the public’s health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee’s, elected officials, board member’s, commission member’s, or committee member’s official duties to be subject to a claim of “improper governmental action”. “Improper governmental action” does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

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

8.12 Code of Conduct Policy

It is the policy of the Village of Romeoville to conduct its business activities and transactions with the highest level of integrity and ethical standards and in accordance with applicable laws and regulations. Obeying the law and following Village policies both in letter and in spirit is a substantial part of our foundation and core values. All employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior.

Furthermore, all employees of the Village of Romeoville are to treat their co-workers as well as residents, vendors and visitors with the utmost respect and dignity. Certain actions are inappropriate in the work setting. Listed below are some of the behaviors that are not appropriate. This is by no means an all-inclusive list. This list is illustrative rather than exhaustive and management reserves the right to decide upon appropriate disciplinary action for breaches of conduct. Violation of these standards will result in disciplinary action up to and including termination of employment.

- Activities prohibited by State and Federal statutes or Village Ordinances.
- Failure to meet prescribed standards of work.
- Absenteeism or tardiness.
- Threatening, intimidating, or coercing another employee or the public.
- Willful destruction or damage to Village property or the property of a fellow employee.
- Dishonesty, including falsification of Village records.
- Insubordination or refusal to follow a direct lawful order.
- Sleeping during work hours or leaving work without permission.

- Theft or unauthorized possession of Village property, the property of a fellow employee or resident's property.
- Acceptance of any consideration from a third party intended to inappropriately influence the employee in the performance of his duties.
- Use of official position for personal advantage.
- Intoxication during working hours, including bringing intoxicating beverages, marijuana or other illegal substances on Village property; the consuming of the same on Village property or any other violation of the Village's Drug & Alcohol Use/Abuse Policy.
- Violation of Village safety rules.
- Discussion of confidential Village business and/or information with unauthorized persons.
- Misuse or illegal use of Village telephones, computer privileges or equipment.
- Refusal to cooperate in an officially sanctioned investigation.
- Violation of the Village's policies and procedures set forth in this Personnel Policies and Procedures Manual, including the Harassment, Discrimination, Retaliation Prevention Policy.

8.13 Fraud Prevention Policy

The Village is committed to protecting its revenue, property, proprietary information, and other assets. The Village will not tolerate any misuses or misappropriations of those assets. The Fraud Prevention Policy is established to provide guidance to employees when misuses or misappropriation of Village assets is suspected and to facilitate the development of protocols and practices which will aid in the detection and prevention of fraud.

The policy applies to any fraud perpetrated by employee, officials, as well as consultants, vendors, contractors, outside agencies and/or any other parties with a business relationship with the Village. Any investigation commenced pursuant to this policy shall be undertaken without regard to a person's length of service, position, or title, or relationship to the Village.

The term fraud includes, but is not limited to, the following:

- Any dishonest or fraudulent act.
- Forgery or alteration of any document or account belonging to the Village.
- Forgery or alteration of a check, bank draft, or any other financial document.
- Unauthorized disclosure of confidential and proprietary information.
- Unauthorized disclosure of securities activities of the Village.
- Misappropriation of funds, securities, supplies and other assets.
- Accepting or seeking anything of substantial value from contractors, vendors or persons providing services/materials to the Village.
- Authorizing or receiving payment for goods not received or services not performed.
- Impropriety in the handling or reporting of money or financial transactions.
- Intentional violation of the Village's purchasing policy.
- Profiteering because of inside knowledge of Village activities.
- Theft, destruction, removal or fraudulent use of Village records and intellectual property.
- Actions related to concealing or perpetuating abovementioned activities.

If there are any questions as to whether an act constitutes fraud, please contact Human Resources.

All employees of the Village, regardless of position have a responsibility in regards to Village funds and other assets. Village employees are responsible for safeguarding village resources and ensuring that those resources are used only for authorized purposes in accordance with Village policies and applicable state and federal laws.

- When fraud is suspected, observed, or otherwise made known to an employee, the employee must immediately report the activity to his/her supervisor.
- If the employee has reason to believe his/her supervisor may be involved in fraudulent activity, the employee is obligated to report the activity to the next higher level of management or to Human Resources or the Village Manager.
- The reporting employee shall refrain from discussing the matter with any other person within the Village unless directed to do so by Human Resources Manager.
- All employees shall cooperate fully with any investigation performed by the Village, oversight agencies and/or law enforcement officials.

Any Village employee reporting suspected, observed, or otherwise known fraudulent activity will be held harmless and not subject to retaliation.

All management personnel are responsible for detecting and preventing fraudulent activities in their respective work areas. All management personnel will be familiar with the types of activities that constitutes fraud and be alert for any indication that improper or dishonest activity is or was in existence in his/her department.

- If a supervisor suspects fraud or has received a report of fraud from an employee, he/she must contact the department Manager immediately.
- When a Department Manager is informed by a supervisor that fraud is suspected, the Department Manager must immediately contact Human Resources Manager who will consult with the Village Manager and legal counsel.
- Upon investigation, if the Village determines that fraud exists, the Village shall take immediate action to halt the fraudulent activity. If criminal activity has occurred, the Village shall report the activity to the appropriate agencies and/or law enforcement officials.
- All management personnel shall cooperate fully with any investigation performed by the Village, appropriate agencies and/or law enforcement officials.
- Following all incidents of fraud, or at least on an annual basis, management personnel shall conduct a review of internal controls, policies and procedures for the prevention and detection of fraud and implement new and/or modify controls when necessary.

All employees in a fraud investigation shall treat all information received confidentially. A person reporting suspected fraud may remain anonymous except as otherwise required by law.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. Any employee contacted by the media with respect to a fraud investigation shall refer the media person to the Village Manager.

Employees who have committed fraud will be subject to disciplinary action up to and including termination. Any disciplinary action taken by the Village because of its investigation shall be in accordance with terms and conditions of applicable collective bargaining agreements and the employee handbook. In all cases, the Village reserves the right to refer the matter to appropriate agencies and/or law enforcement officials for independent review, investigation and/or prosecution. The Village's internal investigation and disciplinary process shall be conducted independently from any external review performed.

Human Resources is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

In addition to this policy, the Village shall comply with all applicable state and federal laws addressing fraud prevention.

SECTION 9: TECHNOLOGY

Introduction

This section outlines the policy to be used in administering and coordinating all technology resources for the Village of Romeoville (Henceforth referred to as Village). It is the policy of the Village, wherever economically possible, to establish and maintain state of the art information technology, and to provide access to said technology for furthering the goals and the objectives of the Village. The ability of the Village to operate effectively is reliant upon the proper operation of its computers and the security and integrity of its data. It is critical that employees understand how to use the Village's technology resources within the scope of their job duties, Village policies, and the law. This policy documents the users' responsibility to safeguard computer and telecommunications equipment and information from accidental or deliberate unauthorized access, tampering, snooping, distribution, or destruction. It sets forth what is, and is not, appropriate use of Village technology resources. The failure of employees to comply with the provisions outlined in this policy may result in corrective or disciplinary action up to and including termination.

The purpose of this policy is to ensure responsible and acceptable use of Village's technology resources. These resources and the data created, received, transmitted, or stored therein must be protected by unauthorized disclosure, modification, use, or destruction. Adherence to the policy will protect the Village and its employees from liability and business interruptions due to inappropriate use of Village resources and breaches of security.

In support of the Village mission of public service, the Information Technology department provides computing, networking, and information technology resources to the Village Board of Trustees, community of department employees, supervisors, and staff.

9.1 Glossary of Terms

CLOUD - Refers to distributed computing over a network that generally provides a shared pool of resources that is rapidly configurable and widely accessible. A cloud may be public, private, community, or a hybrid of these.

COMPUTER INFORMATION - Data, software, files, and any other information stored on Village computers and systems.

COMPUTER RESOURCE - A physical or virtual component of limited availability within a computer system. Village computer resources include devices, network equipment, communications equipment, and data as well as similar resources that are part of hosted systems or SaaS (Software as a Service) systems in use by the Village.

ENCRYPTION - The process of turning plain text into cipher text by applying an algorithm that rearranges or changes its input into something unrecognizable.

FIREWALL - A specifically configured system that serves as a secure gateway between an outside network (e.g., the Internet), and the organization's internal networks.

HACKER - Slang for an individual intensely absorbed with and/or extremely knowledgeable about computer hardware and software. Also used to describe those who break into and corrupt computer systems. (Hacker is used here to describe those who break into and corrupt computer systems.)

INSTANT MESSAGING - A method of linking people together electronically for the purpose of real-time communication.

INTERNET - A group of networks connected via routers; a vast computer network linking smaller computer networks worldwide.

INTRANET - A computer network with restricted access, as within a company.

LOCAL AREA NETWORK - A set of connections between computers that provides the basis for electrical transmissions of information, generally within a small geographical location to serve a single organization.

LOCK - To lock your workstation, use CTL-ALT-DEL.

MALWARE - Software of malicious intent/impact such as viruses, worms, and spyware.

MODEM - Short for modulator-demodulator. A hardware device that allows two computers to communicate over ordinary telephone lines.

PHISHING – The criminally fraudulent process of attempting to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication.

PROFILE (AKA USER PROFILE or ROAMING PROFILE) - The profile is a special set of information that defines and maintains program and Windows settings specific to a user or, in some cases, a group of users. The word “Roaming” implies that the profile will be the same and accessible from multiple computers, i.e., it ‘roams’ with the user.

RECORD - Information that is created, received, and maintained as evidence by an organization or person in the transaction of business or in the pursuance of legal obligations, regardless of media. A record can also be thought of as information that holds operational, legal, fiscal, financial, vital, or historic value. Media can include books, documents, papers, letters, emails, faxes, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, images, or other information regardless of physical form or characteristics.

REMOVABLE DEVICE - Device or media that is readable and/or writable by the end user and can be moved from computer to computer without modifications to the computer. This includes flash memory devices such as thumb drives, cameras, MP3 players and PDAs; removable hard drives (including hard drive-based MP3 players); and any commercial music and software disks not provided by the Village of Romeoville.

SENSITIVE INFORMATION - Information which, if made available to unauthorized persons, may adversely affect the Village of Romeoville, its programs, or participants served by its programs. Examples include but are not limited to personal identifiers and financial information.

SERVER - A computer or device that administers network functions and applications.

SPAM - Many copies of the same unsolicited message sent to newsgroups or via email intended to force the message on people who would not otherwise choose to receive it.
TECHNOLOGY RESOURCES - All Village computers (desktop and portable computers, servers, networks, printers, software, storage media), email system, internet access and use, fax machines, telephones, cellular phones, pagers, two-way radios, personal handheld devices, Global Positioning System (GPS) devices, flash drives, modems, scanners, copy machines, other electronic and communication devices, and new or emerging technologies.

TROJAN HORSE - A program that masquerades as something it is not, usually for the purpose of breaking into an account or exceeding commands with another user’s privileges.

VIRUS - A set of instructions that can reside in software and can be used to destroy other files or perform other tasks with another user’s privileges.

WORM - A program that propagates by replicating itself on each host in a network with the purpose of breaking into systems.

9.2 General Information

A. Applicability

For purposes of this document, the term 'computer user' or 'user' is meant to include all full-time and part-time Village employees, elected officials, temporary employees, volunteers, and contractors. All forms of technology resources provided for computer users are property of the Village, unless otherwise specified. Computer users are responsible for the appropriate use of Village technology resources and for taking reasonable precautions to secure the information and equipment entrusted to them. This policy also applies to other technology resources that may or may not create or contain computer records. Examples of these resources include fax machines, telephones, mobile devices, pagers, two-way radios, personal devices, GPS (Global Positioning System) devices, flash drives, cloud storage, data stored in hosted databases, modems, scanners, copy machines, and other communication devices. The policy also applies to new or emerging technologies and those not specifically named. This policy covers all information created, entered, received, stored, or transmitted by such technology resources, including files, programs, emails, text messages, internet logs, and all other data. Users specifically consent to the access and disclosure of such information stored by a third-party electronic communication service or remote computing service.

Employees are responsible for reporting inappropriate use of the Village's technology resources and breaches of computer security and for assisting in resolving such matters. Users are responsible for adhering to Village policies and practices to ensure Village computers are used in accordance with policy. They are also responsible for ensuring that reasonable measures are taken to prevent loss or damage of computer information and equipment.

B. Computer Access

Access to Village computers, as well as the level of access, must be authorized by each computer user's supervisor. Computers and networks can provide access to resources on and off site, as well as the ability to communicate with other users worldwide. Such access is a privilege and requires that individual users act responsibly. Employees must respect the rights of other users, respect the integrity of the systems and related physical resources, and observe all existing and future relevant laws, regulations, and contractual obligations concerning computers and networks. Department Managers need to request access approval from the IT Department before allowing access for any external persons to carry out work, on behalf of the Village. Access may be revoked in whole or in part any time at the discretion of an employee's or external person's Department Manager.

9.3 Privacy

Technology resources are provided for employee use for business purposes and remain the property of the Village. Users have no expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage, or transmission of data. All data generated by, created, entered, received, stored, or transmitted via the Village's technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review, or disclose all such data and use of technology resources. Additionally, any use of your personal cell phone, tablet, etc. like text messages concerning Village business is FOIA-able.

There are now cameras located throughout village buildings and parking lots to ensure employee safety and to document any incidents that may occur with residents, vendors, and other visitors at our facilities and other village owned properties.

Global Positioning System (GPS) devices are used for reporting items such as location, condition, or current operational state of Village assets. Some Village equipment, including, but not

limited to, cell phones, mobile devices, computers, and vehicles may have GPS devices attached or built in and enabled for management and reporting purposes. The Village may monitor such devices at any time for any lawful purpose. Any alteration to disable the device or prevent it from functioning properly is prohibited and will be investigated and fully prosecuted of the law.

Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted, or received via the Village's technology resources that are stored by a third-party electronic communication service or remote computing service and have no expectation of privacy in such information.

In addition, the information generated by, created, entered, received, stored or transmitted via the Village's technology resources may constitute a public record subject to disclosure pursuant to the Freedom of Information Act, subpoenas, and other lawful requests for information. Employees may have rights of access to information about themselves contained in computer files, as specified in state, federal or international laws. Files may be subject to search under court order. In addition, technology staff reserves the right to access any Village equipment to protect the integrity of computer systems or network. Except for Police Department records, the FOIA Officer assigned to each department will process such requests for information. Any employee who receives a request by a third-party to disclose information should direct the request to their respective FOIA Officer. Requests for Police records are processed by and should be directed to the Police Records Manager.

9.4 Guidelines for Use

A. Harassment, Threats, and Discrimination

Users are prohibited from using the Village's technology resources in any way that violates the Village's policies. Users should be aware that even communications sent via a personal email account from the Village's technology resources are subject to the limitation on privacy under this policy and are subject to compliance with Village policies.

The scope of prohibited use extends to files, data, pictures, games, jokes, etc., that are received by a user, even if unsolicited. Such information should be immediately deleted and/or brought to the attention of a supervisor.

B. Unauthorized Access

Unauthorized access of the Village's technology resources is prohibited. Unauthorized access of third-party computers or resources using the Village's technology resources is prohibited. Attempting to access the Village's technology resources without specific authorization is prohibited. Any form of tampering to gain access to computers is a violation of Village policy and carries serious consequences. You may only access information on the Village's technology resources that you are authorized to access and have a business reason to access. If you inadvertently identify a new way to access information to which you are not authorized, report it to the IT Department immediately. To help prevent security breaches, computer users are required to log off or lock their computers at the end of the day and when not in use for more than ten (10) minutes. In addition, users must take other reasonable precautions to prevent unauthorized access to the Village's technology resources.

Department Directors have primary responsibility for the creation and maintenance of application data. These system owners shall be responsible for defining the security and integrity requirements of their data. They are primarily responsible for authorizing data access and ensuring adequate security, accountability, and control is employed to protect the data.

The Village employees will not attempt to breach computer or network security for which they do not have access. This includes but is not limited to network appliances, computer workstations, servers, and/or

secure electronic folders and files. Any unauthorized changes made to any network device are prohibited. Any breaches of network security are to be reported to the IT Department.

B. Computer Sabotage

Destruction, theft, alteration, or any other form of sabotage of Village computers, telephones, network or telecommunications cabling, programs, files, or data is prohibited and will be investigated and fully prosecuted of the law.

C. Unauthorized Changes to the Village's Technology Resources

Unauthorized installation of software and making changes to computer hardware, software, system configuration, and the like are prohibited. The IT Department must authorize the installation of any software, even if we are licensed. The Village's computer systems have been designed and documented to prevent loss of data and provide an audit trail for correcting problems. Installation of some programs can change the computer's system configuration and may be incompatible with other systems on the device.

If you need to download software or make any changes to Village computers or technology resources in the performance of your duties, contact the IT Department for approval and/or assistance.

D. Viruses, Worms, and Trojan horses

It is critical that users make certain that data loaded on the Village's technology resources is free of viruses. Data that has been exposed to any computer other than a Village computer or resource must be scanned using the virus scanning software present on all Village PCs before installation. Viruses can result in significant damage and lost productivity. Never open an attachment unless you know the sender and are expecting the attachment. If you are uncertain whether data needs to be scanned before installation, call the IT Department.

Use of virus, worm, or Trojan horse programs is prohibited. If you identify a virus, worm, or Trojan horse, or what you suspect to be one, do not try to fix the problem. Make notes as to what you observed and contact the IT Department.

If you receive a virus warning, call the IT Department immediately. Do not forward it to other computer users within the Village. If the IT Department determines that the warning is valid, they will take the appropriate steps to notify other users.

E. Termination of Employment

All information on Village resources is considered Village property. Deleting, altering, copying, or sharing confidential, proprietary, or any other information upon termination requires authorization from your Department Manager. The technology equipment you have been entrusted with must be returned with your password, identification code, and any other appropriate information necessary for the Village to continue using the computer and information uninterrupted.

The following activity is prohibited upon termination and will be fully prosecuted of the law:

- Accessing Village resources
- Providing third parties, or anyone else, access to Village resources
- Taking computer files, data, programs, or computer equipment

9.5 Administration of Technology Resources

A. Computer systems

Department Managers (or designated person) that has the need for any external persons or organizations to carry out work, on behalf of the Village, that require access to any equipment, computers, network, or technology services need to request approval from the IT department before such work is carried out.

Department Managers have the authority to inspect the contents of any hardware, software, document(s) or file(s) of their subordinates in the normal course of their supervisory responsibilities.

Village technology employees or approved contractors shall extract information, files or documents when requested by authorized supervisory personnel. Reasons for review include but are not limited to system, hardware, and software problems; general system failure; a legal proceeding involving the Village; suspicion of a crime; violation of this policy; and a need to perform work or provide a service when the employee is unavailable.

All Users are to use their own network, e-mail, and application accounts unless other arrangements have been made with the IT Manager or respective Department Manager.

B. Data / File Storage

File storage could vary depending on your job function and interactions with other departments or external organizations. Please note that copyright material is not to be stored in any data areas. These include but are not limited to .exe (programs files), MP3 files, video files, and image files that are licensed. Any requests for storing such data should be made to the IT Manager.

Reproduction or distribution of copyrighted works, including, but not limited to, images, videos, text, configuration, settings, or software, without permission of the owner is an infringement of U.S. Copyright Law and is subject to civil damages and criminal penalties including fines and imprisonment.

C. File Retention

Just as with any other government record, electronic records are retained or disposed of in accordance with the Village's overall record retention policies. See the Village records management and email retention policies or contact your Department Managers if you have questions about what should be retained.

D. Back-up Backing up files is essential to productivity and safeguarding data against unwanted intrusions. Most Village computers are attached to the network. If data is being properly stored on the network, backup is automatically handled by the IT Department. A computer user's home drive is on the network. It is essential to save data to your home drive on the Village network. To ensure proper backup, do not save data to the computer hard drive, a flash drive, or memory stick. Copies or Back-up files should not be stored on personal computers or taken home.

If your computer is not attached to the network, you must contact the IT Department to develop an appropriate backup protocol to preserve and protect Village information and records.

F. File Recovery

Computer files and email are rarely erased from the system simply by hitting the delete key. Rather, they are stored in a random place on the computer. These files can sometimes be recovered by running a file recovery program. The IT Department will coordinate any necessary file recovery or restoration of backup data. Deleted files may also be recoverable from backup and, as such, subject to FOIA or subpoena.

G. Disposal of Technology Equipment

When a user department no longer has use for a hardware or software component of an information technology resource, the component should be transferred to the IT Department. The IT Department will retain a repository of computer system components and will supply user departments with available components as needed to avoid unnecessary purchases. The IT Department will also appropriately dispose of obsolete technology resources or software and remove it from the inventory.

H. Copyright Infringement

The Village does not own most of the computer software that it utilizes, but rather licenses the right to use software. Accordingly, Village owned, or licensed software may only be reproduced or modified by authorized IT personnel in accordance with the terms of the software licensing agreements. Unauthorized modifying, copying, redistributing, and republishing of copyrighted or proprietary material are strictly prohibited. Copyright laws apply to the Internet as well. Copyright infringement is serious business, and the Village strictly prohibits any such activity. If you have questions about copyright infringement, discuss it with the IT Department immediately.

Copies of shareware or “free” programs must be registered with the IT Department. Shareware and free software often have licensing and use restrictions and should not be copied or forwarded to others. It is not unusual for “free” software to contain a virus. As such, it is important that all new software is purchased through and installed by the IT Department. Your department director and the IT Department must approve all requests for application programs.

I. Proprietary Information

Village data, databases, programs, and other proprietary information are Village property and can only be used for authorized Village business. Use of Village property for personal gain or benefit is prohibited. Sharing Village proprietary information with unauthorized Village personnel or third parties is prohibited. Upon termination of employment, employees do not have the right to any Village documents, therefore employees shall not copy or email Village documents for personal use unless they have submitted a request in writing to their Department Manager or Village Manager for approval. Data Licensing Agreement

When dissemination of Village data, databases, and programs occurs, a data licensing agreement needs to be established between the Village and any third party. Information will be licensed for use on a project basis with a specified time span. The IT Department will facilitate the licenses and distribute the requested information.

E. Purchases of Computer Software and Equipment

All purchases of computer software and equipment, including tablets, are prohibited without approval from your department director. All computer software and equipment purchases must be made through the IT Department. Working with the requesting department, the IT Department will ensure that purchases are the most appropriate solution for the application, meet pre-established quality requirements, and are compatible with other Village computer software and equipment. Donated or confiscated equipment must be placed into service by the IT Department subject to current quality and compatibility guidelines.

The IT Department is responsible for maintaining appropriate procedures for tracking computer assets and licenses and maintaining proper security for all computer-related resources.

9.6 Confidentiality

All computer information is considered restricted unless you have received permission to use it. Accessing or attempting to access confidential data is strictly prohibited. Confidential information should only be used for its intended purpose. Using confidential information for anything other than its intended use is prohibited without prior approval from your department director.

A. Handling Confidential Information

Any document that contains unique personal identifiers, such as social security numbers, bank account numbers, passwords, etc., must be considered CONFIDENTIAL. Store all confidential and sensitive data on the network drives only. Confidential information may not be stored on portable devices or media without the express consent of your department director. The network drives are more secure than removable media or hard drives on individual workstations or laptops. The following are some activities that are prohibited under normal circumstances when dealing with confidential information:

- Leaving your computer unattended and logged on except in the case of Public Safety vehicles where access to the vehicle is limited by other security measures.
- Leaving mobile devices unlocked.
- Sending confidential information over the Internet, Intranet, dial-up modem lines, or other unsecured communication lines without approval from your department director. Remember, email is an unsecure form of data transfer. Do not send any confidential or sensitive data in an email either in the body or as an attachment.
- Storing confidential or sensitive data on a workstation or mobile device. Workstations and mobile devices are easily stolen. If stolen, all data contained therein is also stolen.
- Leaving printed reports containing confidential data in an unsecured location (for example, lying on your desk, in a recycle bin, or in your in/out box). When you are not working with such reports, they must be kept in a locked location.
- Printing to a printer in an unsecured area where documents may be read by others. If you observe a document at a shared printer or any other location, do not read it without permission.

B. Encryption

Encryption and encryption utilities are prohibited without the approval of your department director. If you need to send confidential or proprietary information over the Internet or other public communication lines or if you need to transport this information on a laptop, flash drive, or other portable storage device you must work with the IT Department on the specific mechanism/software used for the encryption and obtain approval from your department director prior to using.

9.7 Security

A. Authentication to Systems

Authentication is the process that allows authorized users to provide and prove their identity to access Village systems. The Village maintains several types of systems, and most systems require some form of authentication for access. Required authentication can be as simple as accessing a system from an approved workstation or as complicated as requiring possession of an authentication device. The requirements for the type of authentication assigned to a system or user is based on the sensitivity of the system. Systems with very sensitive information or systems that provide the ability to change or access information from uncontrolled (mobile) locations will require more stringent authentication.

There are three possible forms or factors of authentication:

- 1) Something you know (username and password or PIN number)
- 2) Something you have (a special key, card, or token)

3) Something you are (biometrics such as fingerprints, voice recognition, etc.)

The basic form of authentication is single factor and is generally based on something you know. This information is equivalent to a key and, in most cases, will identify an individual person. Extended authentication is multi-factor, meaning that something you know will be combined with something you have. If multifactor authentication is required, each user will be issued a special device called a key (usually a Village ID or token) that will be combined with something they know (a PIN or password) to provide authentication. In the future, the Village may choose to employ the third factor, such as fingerprints.

If you have been issued a token or Village ID access device, you should treat this as any other key. You are responsible for keeping your PIN private and for keeping the key itself secure. If the key is ever lost or compromised, you must report it to the IT Department immediately. If you lost your Village ID or token, you will be responsible for the cost of replacement.

Unless clearly distinguished as shared, all authentication methods are unique and private to an individual user and should never be shared with other users!

Your computer must be locked if it is logged on and unattended for more than 10 minutes. Do not log on to your system if someone can see you keying in your password. Report any irregularities flagged by the password access program (last login time and date, number of attempts to login, etc.) to your supervisor or to the IT Department.

B. Network Access Restrictions

The Village provides network and Internet access to computer users for Village business-related activities. As part of the network system, the Village provides content filtering, reporting, and protection from external network threats. It is absolutely forbidden under this policy to attempt to circumvent any element of the Village's default Internet configuration. This includes, but is not limited to, manually connecting Village equipment to other networks, or connecting non-Village equipment to the Village network. This applies to both wired and wireless connections. There may be specific exclusions for laptops that have been appropriately configured to be protected on external networks, but no attempt should be made to connect to other networks without express approval from Information Systems.

It is also prohibited under this policy to make or attempt to make any Village resource accessible from the Internet without the approval of IT. Internet-based desktop sharing systems are not allowed unless installed and configured by the IT Department.

C. Password Selection and Protection

Passwords are an important part of security and should be selected carefully and protected from use by anyone other than the owner. Employees may not share their passwords with anyone other than an IT Department employee. Do not write it down where someone can easily find it, do not send it over the Internet, Intranet, email, dial-up modem, or any other communication line. Do not log into a computer and allow someone else to use it.

If you have a question about password selection or safekeeping, please see your supervisor or someone from the IT Department.

D. Hackers

Hackers frequently penetrate computer systems by calling unsuspecting employees representing themselves as new employees, supervisors, or other trusted individuals. Through a variety of probing questions, they obtain information necessary for their invasive programs to do their work.

Never give any information about computer systems out over the telephone or in any other way to anyone but authorized IT personnel. If someone requests such information, get their name, and phone number, and tell them you will get right back to them. Report the incident immediately to the Information Systems help desk. Without your help, the Village has little chance of protecting the Village's computer systems.

Using hacker programs and trying to access computer systems using hacker techniques is prohibited. Trying to hack into third party computer systems using Village computers is prohibited and will be reported to the appropriate authorities. If you are caught hacking, it is a serious offense. If you identify vulnerability in the Village's computer security system, report it to the IT Department immediately.

E. Phishing

Phishing is a term used to describe the illegal practice of obtaining personal information from you by pretending to be a legitimate organization. This is most done by sending emails, pop-up messages, or instant messages with links to sites that appear to be from a legitimate organization. These links will direct you to enter personal information such as passwords, social security numbers, bank account numbers, credit card numbers, etc. These sites often appear official and may include graphics from the legitimate organization's site. Legitimate organizations never request information in this manner. Since business is increasingly done via the Internet, it is very important to be continually vigilant by using safe techniques to retrieve and update information.

The easiest way to avoid becoming a victim of a phishing attack is to never click on links contained in these messages. Instead, open another browser session and manually navigate to the site of interest – do not cut and paste addresses from the message. Also verify that the “lock” icon displays in your browser indicating that the connection is secure. If you have any concerns, use the phone and call a phone number you know to be legitimate to speak to someone at the company. Do not rely on phone numbers contained in the message.

If you believe you unknowingly supplied sensitive information to an illegitimate site, contact your supervisor immediately.

F. Locks

Store external storage devices such as floppy disks, CDs, DVDs, flash drives, USB keys, printed reports, and other sensitive items in a locked drawer. You should lock your computer or log off when it is not in use for more than ten (10) minutes. If you have been issued a key or token, you should log off, remove it, and take it with you if you will be away from your workstation. There are practical exceptions to this, such as some types of in-vehicle use. Lock the door to your office or work area when leaving for the night if you have confidential information that could be easily accessed.

F. Removable Devices

Removable devices are a well-known source of malware infections and have been directly tied to the loss of sensitive information in many organizations. To minimize the risk of loss or exposure of sensitive information maintained by Village of Romeoville and to reduce the risk of acquiring malware infections on the Village network, users may not use any removable devices on Village workstations or that have not been provided by our IT Department. Outside or personal removable devices are prohibited. For users with the proper permission, the following rules apply:

- Staff may only use removable devices purchased by the Village of Romeoville or from a trusted third party that have been issued by the IT Department.
- Village of Romeoville removable devices may not be connected to or used in computers that are not owned or leased by the Village of Romeoville without explicit permission from the employee's Department

Director. Devices must be scanned upon return using the virus scanning software present on all PCs to help ensure that the removable device does not introduce malware into the Village's network.

- Sensitive information should be stored on removable devices only when required in the performance of the user's assigned duties and in accordance with the confidentiality section of this policy.
- All Village-owned removable devices need to be always accounted for.

If you have a unique situation that requires the use of removable devices, please contact the IT Department for assistance in setting up the appropriate security procedures.

If the virus scanning software detects an issue on a removable device, contact the IT Department for assistance.

9.8 External Communications

A. Internet Connections

Internet connections are authorized for specific business needs. Connection to the Internet without your supervisor's authorization is prohibited. Incidental or occasional use of the Internet for personal reasons may be permitted subject to all other Internet guidelines and should be limited to formal lunch and break periods. All web sites visited on the Village network are monitored, filtered, and recorded. Furthermore, the following activities are prohibited without the authorization of your department director and the knowledge of the IT Department.

- Accessing the Internet by intentionally bypassing the firewall.
- Downloading information of any kind, including data, files, programs, pictures, screen savers, streaming video or audio, and attachments, except as required in the fulfillment of one's job responsibilities.
- Exploring the Internet for profit.
- Establishing communications with third parties that allows access to the employee's computer without prior IT approval.
- Forwarding or transmitting information to third parties or employees for reasons other than Village business
- Copying programs, files, and data for reasons other than Village business.
- Transmitting important, confidential, or proprietary information.
- Speaking on behalf of the Village

Individuals who have received management approval to transmit information on the Internet should understand that such transmissions are identifiable and attributable to the Village. Accordingly, users are expected to maintain a professional decorum in all communications and transmissions.

The following actions are prohibited under any circumstances:

- Portraying yourself as someone other than who you are or the Village you represent.
- Accessing inappropriate web sites, data, pictures, jokes, files, and games.
- Inappropriate chatting, email, monitoring, or viewing.

- Harassing, discriminating, or in any way making defamatory comments.
- Transmitting junk mail, chain letters, or soliciting for commercial, religious, charitable, or political causes except for Village-sponsored or approved charities.
- Gambling or any other activity that is illegal, violates Village policy, or is contrary to the Village's interests.
- Accessing audio or video sites for entertainment purposes.

B. Filters

The Village reserves the right to identify and block Internet content that is inconsistent with the goals of the Village. Materials that may reasonably be construed to be obscene, disruptive, or harmful to the working environment may be blocked. Since no filtering mechanism can block all objectionable content, however, computer users must adhere to the guidelines stated herein and refrain from viewing, displaying, sending, receiving, storing, or printing all such materials.

C. Subscriptions

Use of subscription-based services for work purposes without approval from your department director is prohibited. Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without prior approval. Resources of any kind where fees are assessed may not be accessed without prior approval.

9.9 Email

Email is provided by the Village to assist in the conduct of Village business. All messages composed, sent, received, or stored on the electronic mail system are considered business communications and remain the property of the Village. **THERE IS NO EXPECTATION OF PRIVACY FOR ANY EMAIL.** Although the Village network and applications used may provide password security, the Village cannot guarantee confidentiality of information transmitted on the electronic communication systems. Therefore, confidential information should generally not be transmitted either inside or outside the organization. Village employees should also be aware that electronic messages deleted by the user are not necessarily removed from the e-mail system.

All email related to Village business should be transmitted via the Village's email system. Use of personal email accounts to conduct Village business is prohibited.

Incidental or occasional use of Village email for personal reasons may be permitted but should be limited to formal lunch or break periods. To ensure that the use of the electronic communication systems is consistent with the Village's legitimate interest, the village reserves the right to access electronic communications when in its discretion the Village determines there is a perceived need.

The following email activity is prohibited:

- Accessing, or trying to access, another user's email account unless you are authorized to do so.
- Obtaining or distributing another user's email account.
- Using email to harass, discriminate, or make defamatory comments.
- Using email in a manner that violates any Village policy or is illegal.
- Transmitting Village records within or outside the Village without authorization.

- Transmitting junk mail, chain letters, or soliciting for commercial, religious, charitable, or political causes except in the case of a Village-supported charity event.
- Sending or receiving copyrighted materials, trade secrets, proprietary financial information, sensitive personnel data, or similar information without authorization from your department director or without appropriate encryption.
- The transmission of a message with someone else's name as author without the author's permission.
- The transmission of unacceptable content, which includes, but is not limited to, material that is pornographic, racist, sexist, or contains inappropriate language for an office environment.
- Any use that impairs or damages any system operation or that impairs or damages the use of the system by another account holder.
- The transmission of computer viruses through any form of electronic media. Employees are not to open any file(s) or e-mail(s) that they receive electronically if they do not recognize the source. All viruses are to be reported to the IT Department.

Computer users are required to report inappropriate use of email. Appropriate email etiquette is essential to maintaining a productive and professional work environment. Users should use the same standards of professionalism in drafting email that they would use for any other formal written communication on behalf of the Village.

A. Rules of Email

The same standards of decorum, respect, and professionalism that guide us in our face-to-face interactions and written communication on behalf of the village apply to the use of email. It is important to remember that an email recipient cannot hear tone or see body language. As a result, you should never give bad news by email or use it to criticize someone. If there is any possibility that the recipient will misinterpret your e-mail, use another means to communicate.

B. Forwarding Information

If you receive an email (particularly an email with an attachment) and intend to forward it to others, consider the following:

- Is any of the information unnecessary or inappropriate for any individual?
- Would the author take exception to your forwarding the information? (A good rule of thumb is to copy the author.)
- Is the receiver likely to forward the information to individuals that should not have, or do not need, the information?
- Do the attachments have viruses?

Forwarding Village email to a personal or private account is prohibited without the consent of your department director and only for business purposes.

C. Spam

Sending unsolicited messages or files to individuals, groups, or organizations that you do not have a prior relationship with is prohibited without authorization from your supervisor. Sending messages or files with the intent to cause harm or damage to the intended receiver is a violation of Village policy and will be prosecuted to the full extent of the law.

D. Global Messages

Email messages sent to all employees on the Village email system should only be used for work related subjects and must have the approval of the appropriate department director before being sent. Content in a message sent to all employees should be limited to text if possible, and attachments should be used sparingly due to the storage space requirements. If you have an attachment that must be included, it should be posted on the intranet with a link to the attachment provided in the email.

9.10 Local Area Network

All important, confidential, or proprietary information must be stored on the network. Storing information on your desktop computer or on removable media is prohibited without authorization from your supervisor. The network is equipped with electronic and physical security. Activity on the network is monitored for tampering and other security breaches. Maintenance and back up are performed on the network daily; and programs and other information are updated regularly.

Because important, confidential, and proprietary information is stored on the network, only approved individuals are allowed access with written or electronic authorization from a department director. All Village policies apply to the network. The following activities are prohibited without authorization from the director of information systems: Installation of business or personal software on the network.

- Making any changes to the network hardware or software.
- Exceeding authorization to network programs, data, and files.
- Assisting anyone within or outside the Village in obtaining access to the network.

9.11 Personal / Non-Village Owned Equipment

Any equipment that is not owned by the Village is not allowed to be used on any premises unless written permission has been obtained. All submissions for the use of such equipment should be made to the IT department through your Department Manager. Examples of such equipment include, but are not limited to, Tablets, Mice, and Thumb drives.

All personal property is used entirely at the owner's risk. The Village or IT department will not support such devices and are not responsible for installation, configuration or repairs due to damage or loss of any personal item.

9.12 Personal Cell Phone

The Village discourages the use of personal cellular equipment for making phone calls or texting during business operating hours. Employees shall not access any social media websites while on duty unless it is required as part of their position.

Employees can be reimbursed \$20.00 (this benefit is taxable) a month with prior approval from their Department Manager for their personal cell phone as it pertains to their position. Any Village business such as texting and village emails on your personal cell phone are subject to FOIA requests.

9.13 Reporting Policy Violations and Enforcement

Computer users are required to report violations, or suspected violations, of this technology use and security policy. Penalties may be imposed under one or more of the following: Village regulations, state, federal or international law. Activities that should immediately be reported to your Department Director include, but are not limited to:

- Attempts to circumvent established computer security systems.
- Use or suspected use of virus, Trojan horse, or hacker programs.
- Obtaining or trying to obtain another user's password.
- Using the computer to make harassing or defamatory comments or to, in any way, create a hostile work environment.
- Storing Village data on portable devices or storage outside the Village's network without the express permission of the department director.
- Using the computer to communicate inappropriate messages or jokes that may be considered offensive by others.
- Illegal activity of any kind.
- Trying to damage the Village or an employee of the Village in any way.

Technology use and security policy violations will be investigated. Complaints alleging misuse of IT resources will be directed to those responsible for taking appropriate disciplinary action. Noncompliance with the Village's policy may result in discipline up to, and including, termination. Depending upon the nature of the violation, criminal or civil charges might also be filed. Offenses that are in violation of local, state, federal or international laws will result in the immediate loss of computing privileges, possible termination of employment, and will be reported to the appropriate law enforcement authorities.

The IT Manager working with Department Managers and Human Resources typically handles minor infractions of this policy or those that appear accidental in nature internally in an informal manner by electronic mail or in-person discussions. More serious infractions are handled via formal procedures. In some situations, it may be necessary to suspend account privileges to prevent ongoing misuse while the situation is under investigation.

More serious infractions, such as unauthorized use, attempts to steal passwords or data, unauthorized use or copying of licensed software, violations of Village or department policies, or repeated violations of minor infractions may result in the temporary or permanent loss of access privileges. In all cases, the offender's Department Manager will be notified of the infraction.

If you identify computer security vulnerability, you are required to report it to the Information Systems director immediately. The Village will not retaliate against individuals for reporting suspected violations of this policy.

An employee who leaves employment must return all Village equipment, including telecommunication/computer equipment, to his/her Department Manager upon the first request prior to or after separation procedures.

9.14 Telecommunications (Telephones, Cell Phones, Faxes, Radios)

It is the policy of the Village to issue telecommunications equipment to employees to enhance the efficiency and effectiveness of business communications, to ensure that telecommunications equipment is used wisely, and to ensure that public funds are used prudently. These procedures ensure that usage, costs, and appropriateness are reviewed by the department management on a regular basis. **EMPLOYEES USING VILLAGE OWNED TELECOMMUNICATIONS EQUIPMENT HAVE NO EXPECTATION OF PRIVACY IN SUCH EQUIPMENT.**

A request to obtain the use of telecommunications equipment shall be submitted in writing to the IT department by the Department Manager. The request must indicate which specific telecommunications

device is required. Each request must state to whom the equipment will be assigned, their respective title, the account to be charged, and which of the following four standards for issuance apply:

A. Level of Responsibility: Users are involved in significant organizational activities and policy determinations that require immediate and ongoing communication and accessibility. The user may be required to maintain communication/contact outside of the normal workday.

B. Emergency Response: Users are required to have access to cellular equipment for emergency response purposes.

C. Field Level: Users have direct responsibility for managing field operations. The employee's job requires a significant amount of time in the field or in a vehicle. The job has a high volume of time-sensitive calls.

D. Public/Employee Safety: Continuous contact or immediate response is required to provide safety. Users must hold a duty assignment that requires continuous contact or immediate response to situations that promote public and/or employee safety.

E. Your Department Manager must approve the use of your own phone. You will receive a stipend once a month for \$20.00 (this benefit is taxable). The assigned telecommunications equipment should not be transferred to other users without written approval from the Department Manager.

Employees are permitted to use Village telecommunications for personal reasons in cases of absolute necessity. Any personal phone calls made or received shall be limited to a short duration and done so away from the public.

Employees should discourage persons from telephoning them for non-business reasons at work. Abuse of this limited privilege for personal phone calls may result in the privilege being revoked.

The Department Manager shall be responsible for a regular review of actual usage of cellular equipment time. Unauthorized personal use of the assigned equipment shall trigger a review of the employee's overall use of such equipment. Violations of this policy may result in the employee's loss of the cellular equipment or other appropriate sanction, up to and including termination of employment.

It is the responsibility of the employee assigned telecommunications equipment to look after such equipment in accordance with this policy. Telecommunications equipment should not be left accessible to others; in the event of the loss or theft of the cellular equipment the employee should notify the department Manager in writing. Equipment lost / damaged through negligence shall be replaced / repaired at the expense of the employee. Employees should not use cellular equipment while driving a vehicle or when involved in other unsafe conditions.

The Department Manager will immediately advise the IT Manager (or IT Staff) of any loss, damage, or theft of telecommunications equipment.

Long distance telephone calls are restricted to Village business only and are made under the authorization of the individual Department Manager.

Any personal long-distance calls must be made collect or using a personal calling card.

When any telephone equipment is no longer needed by an employee it should be returned to their Department Manager to be re-issued to another employee

9.15 Social Media Policy

A. Purpose

The Village of Romeoville recognizes the popularity of Internet social media, such as Facebook, Twitter, blogs, and wikis. We also recognize the possible value to the individual and our organization of being able to access and share information on such sites and that employees have the right to engage in concerted activities. However, employees' use of social media can compromise confidential and proprietary information, damage the reputations of individuals and organizations, and expose The Village of Romeoville, and employees as individuals, to liability for damages.

To minimize these risks, avoid declines in employee productivity and job performance, and ensure that our IT resources and communications systems are used only for legitimate purposes, the Village of Romeoville expects its employees to adhere to the following guidelines regarding the use of social media.

B. Compliance with Related Policies and Agreements

First and foremost, individuals must recognize that they are individually responsible for everything they post or disseminate on social media, and that postings can be and often are viewed and re-circulated much more widely once they appear on a particular site. This can occur very rapidly, with the result that something intended for a limited audience quickly is shared with a much wider, unintended audience. Also, once an item is on the internet, it may live there forever, despite attempts to retract it.

Therefore, social media should never be used in a way that violates any other Village of Romeoville policies or employee obligations. If your post would violate any of the Village of Romeoville's policies in another forum, it will also be a violation in an online forum. For example, employees are prohibited from using social media to:

- Violate the Village of Romeoville's IT resources and communications systems policies.
- Violate the Village of Romeoville's confidentiality and proprietary rights policies.
- Circumvent the Village of Romeoville's ethics and standards of conduct policies.
- Defame or disparage the Village of Romeoville or its affiliates, constituents, clients, vendors, or other interested parties.
- Harass other employees in any way.
- Circumvent policies prohibiting unlawful discrimination against employees or applicants for employment.
- Violate the Village of Romeoville's privacy policies (for example, to access private password protected sites of co-workers or others without permission).
- Violate any other laws or ethical standards.

Employees who violate the Village of Romeoville's policies in any of these ways, and who are not engaging in concerted activity, may be subject to discipline, up to and including termination of employment.

C. Personal Use of Social Media

Personal use of social media is never permitted on working time or by means of the Village of Romeoville's computers, networks and other IT resources and communications systems.

D. No Expectation of Privacy

Do not use the Village of Romeoville's IT resources and communications systems for any matter that you desire to be kept private or confidential. All contents of the Village of Romeoville's IT resources and communications systems are the property of the Village of Romeoville. Therefore, employees should have no expectation of privacy in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the Village of Romeoville's electronic information and communications systems.

You are expressly advised that to prevent misuse, **the Village of Romeoville reserves the right to monitor, intercept and review, without further notice, every employee's activity using our IT resources and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems.** This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The Village of Romeoville may also store copies of such data or communications for a period after they are created and may delete such copies from time to time without notice. Business Use of Social Media

If your job duties involve your speaking on behalf of the Village of Romeoville in a social media environment, you must first obtain, seek approval for, such communication from the Village Manager. Likewise, if you are contacted for comment by or about the Village of Romeoville for publication, including in any social media outlet, direct the inquiry to Village Manager's office and do not respond without written approval.

F. Guidelines for Employees' Responsible Use of Social Media

The above material covers specific rules, policies, and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely, in the best interests of the Village of Romeoville. These guidelines reflect the "duty of loyalty" every employee owes its employer, and are intended to add to, not limit or replace, the applicable rules, policies and obligations set forth above.

G. Protect Village of Romeoville's Goodwill and Reputation

The Village of Romeoville's policies prohibit employees from making disparaging or defamatory statements about the Village of Romeoville or its activities when speaking as a public employee on matters that are not of a public concern, or concerted activities. Employees must never post comments that are knowingly false about the Village of Romeoville and remember that your statements have the potential to result in liability for yourself or the Village of Romeoville. In addition, you should also avoid social media communications that, although innocent in intent, might be misconstrued or misunderstood to damage our goodwill and reputation. Protecting the Village of Romeoville's goodwill and reputation is every employee's job.

Make it clear in your social media postings that you are speaking on your own behalf. Write in the first person and use your personal e-mail address when communicating via social media. If you disclose your affiliation as an employee of the Village of Romeoville, you should also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting do not represent the views of my employer." Use good judgment about what you post,

however, and remember that anything you say can reflect on the Village of Romeoville even if you include such a disclaimer.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from making the communication until you discuss it with your Manager.

If you see content in social media that disparages or reflects poorly on you or your department or the Village of Romeoville, do not retaliate or take it on yourself to immediately reply. Instead, consult your Department Manager.

H. Respect Other's Intellectual Property and Confidential Information

The Village of Romeoville policies also restrict employees' use and disclosure of confidential information and intellectual property. Even beyond those mandatory restrictions, however, you must protect proprietary and other confidential information and intellectual property, and refrain from doing anything to jeopardize them, through your use of social media.

To protect yourself and the Village of Romeoville against liability for copyright infringement, include source references for information that you post or upload, and cite the sources accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or company, ask the Village of Romeoville's Human Resources department before making the communication.

I. Respect Your Co-workers and Colleagues

Employees must refrain from posting any harassing or discriminatory content or remarks that are barred by law or policy.

Do not post anything that your co-workers or the Village of Romeoville's affiliates, partners, constituents, clients, vendors, or others might find offensive. Never include ethnic jokes or slurs, sexist or other discriminatory comments, or insults or obscenity in anything you post.

Please sign the acknowledgement form which will be given to all employees by their supervisor or Human Resources Manager.

SECTION 10: DISCIPLINARY ACTIONS

10.1 General

Employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities. It shall be the policy of the Village to administer disciplinary action uniformly and without discrimination. Disciplinary action may include action up to and including termination. Discipline will be based upon the nature and severity of the infraction and conditions surrounding the incident.

The following is a guideline of some, but not limited to, circumstances on which disciplinary action may be taken.

1. Any falsification of information on the job application, other employment records, or timesheets.
2. Possession, use, or under the influence of any alcoholic beverages or illegal/controlled substance or drug.
3. Willful disobedience, insubordination, or intentional failure to carry out any reasonable order by a superior.
4. Deliberate damage, destruction, theft, or unauthorized removal of Village property or another employee's property.

5. Any act which endangers the safety, health or well-being of another Village employee, or person(s) of the public.
6. Abuse of leave policy and absence without leave.
7. Fighting on any Village premises at any time.
8. Violation of any policy outlined in this manual, or any departmental rules, regulations and/or policy.
9. Inefficiently performing the duties of the position.
10. Any act which would cause substantial disruption to the department in which the employee is assigned or brings discredit to the Village.
11. Any act of bullying or intimidation.
12. Use of foul language.

10.2 Disciplinary Steps

The employee's immediate supervisor or Department Manager shall inform the employee of the reason for disciplinary action. When practicable, as determined by the Village Manager or designee, disciplinary action against the employee may be progressive or based on the seriousness of the offense can lead directly to suspension or termination.

External Independent Disciplinary Investigations

An external and independent disciplinary investigation may be conducted in any case where a complaint is made against a Village employee involving allegations of any following types of matters:

1. Criminal conduct.
2. Incidents involving substantial physical injury or death.
3. Discrimination prohibited by this handbook, or other applicable law.
4. Conduct involving any violation of legally protected civil rights.
5. Any other conduct that serves as the basis for seeking or imposing discipline consisting of a three (3) day or great suspension or discharge/termination from employment.

Disciplinary investigations not involving allegations of any of the enumerated matters above may be conducted by appropriate Village staff, but may, at the discretion of the Village, likewise be conducted by an external and independent investigator.

The Village Manager shall, from time to time, be authorized to retain one or more non-employee independent contractors to serve as external and independent investigators to investigate employee disciplinary matters as set forth above in this handbook.

Any external and independent investigator retained by the Village Manager shall have no prior employment history or current employment relationship with the Village, and shall have no familial relationships by blood, marriage, adoption, or otherwise with any current or former Village employee, or current or former elected or appointed Village official.

Upon completion of an investigation, the external and independent investigator shall transmit a written report detailing the findings and results of the investigation to the Village Manager and Human Resources Manager, provided the written report of an investigation concerning a Department head shall only be transmitted to the Village Manager.

10.3 Appeal of Termination

An employee terminated has the right to appeal to the Village Manager. The employee needs to contact the Village Manager or designee within three business days of termination notice to set up the hearing. The employee will be able to meet with the Village Manager to appeal their termination. Department Heads have the right to meet with the Village Board to appeal their termination. If the employee does not appeal the termination is final.

SECTION 11: PERSONNEL RECORDS

11.1 Personnel Files

The Human Resources Office shall maintain the Village's official central personnel records for all Village employees. Personnel records shall include a file for each employee. This file includes information regarding attendance, pay, performance, attendance at training sessions, disciplinary action, commendations, and any other items of a personnel nature. It is considered an official record.

Information contained in the personnel files is considered confidential. The file may be reviewed by the employee's supervisor, Village Manager, Department Manager, and Village President. If an employee is applying for a promotion or a transfer to another department, the respective Department Manager may also review the file.

A separate file for any medical records shall be maintained and located separately from the employee's personnel file. Access to this file will be limited to Managers who have a legitimate need to review this information.

Upon appropriate request, an employee may inspect and have copies made of his/her personnel file during regular business hours of the Human Resources Office. Employees shall have the right to respond in writing to any information with which he or she disagrees. The employee's response shall become part of the employee's personnel file. Employees may not copy or inspect preemployment information, such as reference checks.

Supervisors may also keep copies of records regarding employees for purposes of administering attendance, performance, and disciplinary policies.

All requests for verification of employment or for references shall be handled by the Human Resources Office and only will be provided if the employee supplies a signed authorization for the Human Resources Office to do so. Other Village departments or supervisors are not to provide information regarding their employees or ex-employees to other individuals, businesses, or outside agencies.

11.2 Change in Personal Information

Employees are required to provide information regarding name, address, telephone number, dependents, marital status, disability status, next of kin, beneficiaries, and emergency contact. Employees are required to inform the Human Resources Office in writing of any changes within two weeks of their occurrence. If such changes are not sent to the Human Resources Office in accordance with this policy, any problems associated with the Village's use of out-of-date information shall be the responsibility of the employee

SECTION 12: FINANCE

12.1 Travel Expenses

It is the Village's policy to pay or reimburse an employee for travel, meal and lodging expenses incurred while on official business of the Village. Permitted travel includes but is not limited to official business, attendance at conferences, symposiums, conventions, meetings, site visits, and continuing education classes.

Travel and training are a privilege and will be determined by the appropriate Village management based upon the needs, financial constraints and legal requirements of the Village. Employees are responsible for exercising good judgment with respect to travel expenses. Village employees are also expected to follow all relevant Village policies and procedures when traveling including those set forth in the employee handbook. Misconduct will result in disciplinary action.

A. Maximum Allowable Reimbursement

The Village will reimburse an employee for travel related expenses in connection with official Village business so long as travel expenses do not exceed the amount approved in the fiscal year budget. Further, meal and lodging expenses shall not exceed the then current per-diem rate set by the General Services Administration (GSA) for the location of the event.

B. Travel Approval

No reimbursement of travel, meal or lodging expenses incurred by an employee shall be authorized or reimbursed unless the "Travel Authorization & Estimated Expense Report" is approved in advance. If total estimated expense submitted on the form are under \$1,000 (including the cost of the seminar), approval is needed in advance by the Department Manager for their employees. Travel exceeding \$1,000 (including the cost of the seminar) shall be approved in advance by the Village Manager for all Department Managers and employees and by the Village Board for the Village Manager.

Travel Authorization Forms, as provided by the Finance Department, must be attached by the requesting department to the purchase orders before approval. No travel related arrangements may be made prior to the issuance of a fully approved Travel Authorization Form and fully approved Purchase Order. Employees under eighteen (18) years of age will be required to have a waiver signed by a parent or legal guardian.

C. Cash Advances

Cash advances to cover approved travel expenses may be made to an employee, after the Travel Authorization Form has been approved. For food and non-alcoholic beverage expenses only, an employee may request to receive a per-diem allowance. The GSA establishes these rates, based on the average cost of food and non-alcoholic beverage for a particular location. Unused cash advances for travel, lodging or other expenses that are not needed during travel must be returned with the completed travel expense report. Unused cash advances for daily meal per diem allowances do not need to be returned unless unanticipated meals were provided at the conference.

D. Village Credit Cards

Village employees who are authorized to use a Village Credit Card and use their card for authorized travel related expenses must submit all receipts, including receipts for meal purchases. If the employee also received a cash advance for a meal per diem and subsequently uses the credit card, the per diem must be returned to the Village.

E. Non-allowable Expenses

1. Spouse/Companion – The Village will not reimburse any expenses associated with a Spouse/Companion who may accompany an employee to a seminar, conference, or any event.
 2. Entertainment – The Village will not reimburse entertainment expenses. Entertainment includes but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private engagement or amusement, unless ancillary to the purpose of the program or event.
 3. Alcohol – The Village will not reimburse expenses for alcohol purchases.
- F. Permitted Travel, Meals and Lodging

1. Conference/Seminar Registration -Employees must submit a request to attend any conference and/or seminar. The request shall be submitted on the Travel Authorization Form at least four weeks prior to the conference and/or seminar. In the event that an employee is unavailable to attend a conference, any fees

associated with the cancellation of such conference will be reimbursed to the Village unless there is an unforeseen circumstance and approved by the Village Manager.

2. Air Travel - All flights will be scheduled by a designee of the Village Manager. Upgrades are permitted only if there is no charge to the Village or prior approval is received from the Village Manager. Effort should be made to submit the flight information timely so that the Village Manager designee can book air travel well in advance to attain maximum cost savings. Except in emergencies, all travel should be scheduled at least seven days in advance to obtain the next best fares. In the event a flight needs to be cancelled, employees should note that the cost of a non-refundable ticket can be applied toward the purchase of a future ticket for the same passenger on the same airline through the Village Manager designee, provided the ticket has been canceled in advance of the scheduled flight time. In the event that an employee is unable to travel on a flight booked as non-refundable, any fees associated with the flight should be reimbursed by the employee, unless caused by an unforeseen circumstance and approved by the Village Manager.

3. Lodging - The Village will pay for lodging accommodations for reasonably priced single occupancy rooms at moderate hotels. Employees are expected to use sound judgment in selecting accommodations. Lodging will not be provided for events, conferences, or business trips that are within 50 miles of Village Hall, excluding multi-day events in Chicago, unless authorized by the Village Manager. In locations where the conference or event has negotiated preferred rates with certain hotels, the Village will offer accommodations at these properties first. Alternate hotels will be allotted, including tax, up to the lesser of the per night GSA lodging rate for the location or the per night on-site conference/event rate. Receipts for lodging must be turned in.

4. Transportation – It may be necessary for employees to travel by either the use Village vehicles, personal automobiles, or other transportation such as car rentals, taxi rides, limousine services, and public transportation. In each situation, the most economical and efficient method should be selected when possible. If it is not possible to use the most economical and efficient method, approval must be obtained by the Village Manager.

a. Village Vehicles – Individuals who are provided with or use a company car will be reimbursed for gasoline, oil, repairs and maintenance (tires, batteries, tune-ups, etc.), insurance, parking and tolls incurred when the car is used for business related trips. Employees with company cars are not eligible for a standard mileage rate reimbursement. Tolls, parking, and gas expenses incurred when the car is used for personal reasons or for normal commutation will not be reimbursed. Village Employees transporting participants to an event must use a Village vehicle and be at least twenty-one (21) years of age. The Village Manager or Department Managers can mandate an employee use a village vehicle for business related travel, as well as mandating employees travel together in a Village vehicle.

b. Use of Personal Vehicle for Village Business - When a Village vehicle is not available, employees will be reimbursed for mileage at the current IRS rate, tolls, and parking when using their personal vehicle for business purposes. Mileage reimbursement will be based on mileage from the employee's work location to the off-site location of the official business, not from the employee's residence. When attending a training event or other off-site official business directly from an employee's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the normal commute, reimbursement will be paid based on the differential of the actual distance driven less the mileage of a normal commute to the workplace. An employee will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expenses.

c. Automobile Rentals – Travelers will be reimbursed for the cost of renting an automobile for official business, including gasoline expense only as provided in this section. Travelers should decline the Collision Damage Insurance as this would be covered by the Village's insurance. In addition, employees should decline the fuel purchase option and should always refuel rental cars before returning. Rental cars will not be reimbursed if used for personal business during travel.

d. Public Transportation – In the case of local training or official business where an employee chooses to use public transportation, reimbursement for use of public transportation shall be the cost of the public transportation.

e. Other Transportation – For out-of-town travel, employees should utilize hotel shuttle service or other shuttle services that are the most affordable. Employees should always choose the most economical transportation. If it is most affordable, employees are permitted to use their personal vehicle and be reimbursed mileage plus daily parking up to \$30 per day at the airport. Receipts must be provided.

f. Parking- Parking fees at a hotel or incidental to other travel will be reimbursed only with a receipt.

5. Meals – Meal expenses and reimbursements are limited to the current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time expense is incurred. Meals provided by a conference or seminar should be deducted from the per diem allowance. The per diem allowance should be used to cover all employee expense (meals, snacks, tips). Partial reimbursement may be made for the departure and return days based on the time of day. No receipts need to be kept or turned in for meal per diem allowances.

G. Expense Reporting Requirements

Expense reimbursement request should be prepared promptly. In general, expenses must be submitted within thirty (30) days of when they were incurred.

1. Documentation – An original receipt must be submitted for any expense, excluding meal per diem allowance and mileage reimbursement.

2. Expense Report Processing - The following audit checks of an expense report must be performed by the approving Manager and reviewed by Accounts Payable before reimbursement is processed

a. Business purpose is valid and fully explained.

b. All required receipts have been submitted, and properly support the reported expenditures/ evidence proof of payment.

c. The expense report has been properly completed and approved.

d. The expenses qualify for reimbursement in accordance with this policy.

e. If actual expenses exceed the approved estimate approved on the Travel Authorization Form, a written explanation must be provided and approved by the Village Manager.

H. Seminar Write Up

Every employee who attends a seminar or conference will turn in a Seminar Write-up Form that will provide brief but in-depth detail of what seminar and/or conference sessions the employee attended, what the employee learned and what benefit it will bring to the Village and/or employee. A form must be filled out for each session attended and turned into the employee's Department Manager.

SECTION 13: Credit Card Usage

13.1 Village Authorized Credit Card Use

Department Managers, and designated Department employees may be authorized to use a Village credit card. The card must be approved by Finance Director or Village Manager. The use of the card shall be for budgeted items only and when there are restraints that limit the usual purchase order process. Employees found guilty of illegal or unauthorized use of a Village credit card may be subject to penalties allowed by law and /or disciplinary action up to and including termination.

13.2 Guidelines

It is the responsibility of each cardholder to be acquainted with the purchasing policies and guidelines of the Village and to make credit card purchases in accordance with these policies. Examples of the types of transactions your Village Credit Card could be used includes:

- Purchase of material and supplies
- Annual Licensing Fees
- Business travel
- Seminar Registration
- Professional Memberships

The above list is by no means complete. It is understood, that from time to time, payment by credit card is the most economical way of obtaining goods and services. The original receipt for these items must be attached to the monthly credit card statement.

13.3 Cardholder Responsibilities

The Village credit card is not a personal credit card and remains the property of the Village of Romeoville. All outstanding charges on the card are the liability of the Village of Romeoville. The following responsibilities listed below are the responsibility of the authorized cardholding employee:

- A. Ensure that the credit card is used in compliance with the Village's Purchasing Policies.
- B. The Employee issued the credit card shall be responsible for the protection and custody of card issued and shall immediately notify the Village Finance Director if the card is lost or stolen.
- C. Village credit card can be used only for the purchase of goods or services for the Village.
- D. Village credit card users should notify vendors or merchants that the credit card transaction is tax exempt from Illinois Sales and Use taxes if the credit card is used for a purchase of goods or services in the State of Illinois.
- E. The credit card shall not be used for cash advances or any other type of personal purchase.
- F. All purchases made with a Village credit card must be reported with approved receipts and associated documentation detailing the goods or services purchased, cost, date of the purchase and the official business explanation, therefore, reference the budgeted expense account.
- G. All such documentation set shall be tendered to the Village Finance Department in a timely manner to reconcile against each monthly credit card statement.
- H. Any credit card in the possession of an employee must be immediately surrendered to the Village Treasurer upon termination of appointment or employment. I. Employees authorized to use a Village Credit Card must complete and sign the "Village of Romeoville Credit Card Acknowledgement Form."

13.4 Village Internal Control Procedures

The Village Finance Director and/or designee shall be responsible for the issuance and retrieval of assigned Village Credit Cards, and generally for ensuring compliance with this Policy. Such duties shall include, but not be limited to:

- A. Maintaining a record of issuance and retrieval of Village credit cards and overseeing compliance with this Policy.
- B. Accounting and payment of expenses, and ensuring all documentation required is submitted.
- C. Ensuring accuracy of the statement and that activity and account information is noted on the credit card statement for each line of entry.
- D. Compliance with Illinois law relative to records retention for safekeeping of statements and receipts.

SECTION 14: EMPLOYEE TRAINING

14.1 Orientation of New Employees

All new employees of the Village shall participate in an orientation program conducted by the Human Resources Office as soon as practicable after commencement of employment. The goal of this training is to introduce the new employee to the Village organization, benefits, rights, privileges, responsibilities, expectations, and other matters related to employment.

Each department is responsible for orienting new employees on specific issues and policies that are applicable to that department.

14.2 Scheduling of Training

It will be the responsibility of the employee to coordinate dates and times with the Department Manager before the employee schedules any training or attends any educational programs so it does not interfere with the efficient operations of the department.

Probationary Period:

The objective of the probationary period shall be regarded as an integral part of the evaluation process and shall be utilized by supervisors and Department Managers for closely observing the employee's work, providing the probationary employee with continual feedback, and for changing the work pattern of a new employee whose performance does not meet the required job standards. This period is intended to familiarize probationary employees with existing departmental personnel and practices. Employees are still "at-will" employees during their probation period and may be terminated at any time, with or without notice or cause. Successful completion of the Probation Period does not guarantee continued employment for any certain period of time nor does it alter an employee's at-will relationship with the Village.

Duration of Probationary Period: (Excludes employees hired by the Fire and Police commission)

Every employee appointed to a regular position or promoted to a regular position shall be required to successfully complete a probationary period. The probationary period shall be of sufficient length to enable the Department Manager to evaluate the employee's ability to perform the principal duties of the position. The probationary period shall begin immediately upon original appointment or promotion. For original appointments it shall be a minimum of three (3) months and may be extended to a maximum of six (6) months. The probationary period for employees who have received a promotion shall be a minimum of one (1) month and may be extended to a maximum of three (3) months. A Department Manager may at any time after the minimum probationary period has been served and before the maximum has been reached evaluate the employee's performance and the probationary period should end. Salary increases during a probationary period shall be at the Village Manager's discretion.

Probationary Period Extension:

If there is reason to believe the employee may develop the ability to perform satisfactorily by an extension of the probationary period, the Village Manager may grant an extension, not to exceed six (6) months. There may be only one (1) extension of the probationary period. Prior to the end of each employee's probationary period, the Department Manager shall complete a performance review and notify the Village Manager, in writing, that either:

- a) The employee has successfully completed the probationary period and is capable of performing the duties of the position satisfactorily.
- b) The employee has not demonstrated ability to perform satisfactorily the duties of the position and is to be separated from Village employment, or if promoted from another position, returned to the previous one, if vacant; or

c) The employee may develop the ability to perform satisfactorily, and an extension of the probationary period is requested.

Termination During Probationary Period:

If at any time during the probationary period the Department Manager determines the employee's work has been deemed unsatisfactory, the employee may be terminated from Village or, in the case of a promoted employee, demoted to their prior position or a comparable position, if available, without the right to invoke the Grievance Procedures.

SECTION 15: EMPLOYEE RELATIONS

15.1 Anti-Harassment

A. Statement of Policy

It is the Village of Romeoville's policy that it will not tolerate or condone discrimination or harassment based upon any Protected Classes. The Village of Romeoville will neither tolerate nor condone discrimination or harassment by employees, Managers, supervisors, elected officials, co-workers, or non-employees with whom Village of Romeoville has a business, service, or professional relationship. Retaliation against an employee who complains about or reports any act of discrimination or harassment in violation of this policy is prohibited. Retaliation against any employee who participates in an investigation pursuant to this policy is likewise prohibited. The Village of Romeoville is committed to ensuring and providing a workplace free of discrimination, harassment, and retaliation. The Village of Romeoville will take disciplinary action, up to and including termination, against an employee who violates this policy. As set forth above, sexual harassment is prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

1. submission to or rejection of this conduct explicitly or implicitly affects a term or condition of individual's employment.
2. submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee or;
3. the harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment because of the persistent, severe, or pervasive nature of the conduct.

Sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be any gender. The employee does not have to be of the opposite sex.
- The harasser can be the employee's supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser's conduct must be unwelcomed.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. The following are illustrations of actions that the country deems inappropriate and in violation of our policy:

1. Unwanted sexual advances.
2. Offering employment benefits in exchange for sexual favors.
3. Making or threatening retaliation after a negative response to a sexual advance or after an employee has made or threatened to make a harassment complaint.
4. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
5. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, derogatory or suggestive comments about a person's body or dress.
6. Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes regarding disabled individuals.
7. Physical conduct such as unwanted touching, assaulting, impeding or blocking movements.

A. Responsibilities

- Supervisors

Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

1. Monitoring the workplace environment for signs of discrimination and harassment.
2. Stopping any observed acts of discrimination or harassment and taking appropriate steps to intervene, whether the involved employees are within his/her line of supervision.
3. Reporting any complaint of harassment or discrimination to the Human Resources Manager; and
4. Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination or harassment, pending investigation.

- Employees

Each employee is responsible for assisting in the prevention of discrimination and harassment through the following acts:

1. Refrain from participation in, or encouragement of, actions that could be perceived as discrimination or harassment.
2. Reporting any violations of this policy to a supervisor and law enforcement (if appropriate under the circumstances); and
3. Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor.

Failure to take action to stop known discrimination or harassment may be grounds for discipline.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons

who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions by a co-worker should inform the harasser that such behavior is offensive and tell the harasser to stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Sexual communications and sexual contact with a minor are ALWAYS prohibited.

If you are advised by another employee that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions.

The Village of Romeoville does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

B. Applicable Procedures

The Village of Romeoville takes allegations of discrimination and harassment very seriously. It will actively investigate all complaints.

It is helpful for the employee to directly inform the offending individual that the conduct is unwelcome and must stop. The employee should use the Village of Romeoville's complaint procedure to advise the Village of Romeoville of any perceived violation of this policy.

- **Bringing a Complaint**

Any employee of the Village of Romeoville, who believes that there has been a violation of this policy, may bring the matter to the attention of the Village of Romeoville in one of the following ways:

1. Advising his or her supervisor; or
2. Advising the offending employee's supervisor, the Human Resources Manager or the Village Manager in the event that the alleged harasser is the Human Resources Manager.

If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the Human Resources Manager.

The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

- **Resolution of a Complaint**

Promptly after a complaint is submitted, the Village of Romeoville will undertake such investigation, corrective, and preventative actions as are appropriate. In general, the procedure in resolving any complaints can (but will not necessarily) include any of the following items:

1. A meeting between the employee making the complaint and an individual designated by the Village of Romeoville to investigate such complaints. Important data to be provided by the complaining employee includes the following:
 - a. A description of the specific offensive conduct.
 - b. Identification of all people who engaged in the conduct.
 - c. The location where the conduct occurred.

- d. The time when the conduct occurred.
- e. Whether there were any witnesses to the conduct.
- f. Whether conduct of a similar nature has occurred on prior occasions.
- g. Whether there are any documents which would support the complaining employee's allegations.
- h. What impact the conduct had on the complaining employee?

2. While not required, the Village of Romeoville encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.

3. After a written statement of complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of the Village of Romeoville. The alleged offending individual should be advised of the charges brought against him or her and may be provided with a copy of the written statement of complaint made by the complaining employee. The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.

4. After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.

5. Once the investigation is completed, the Village of Romeoville will take such action as is appropriate based upon the information obtained in the investigation. In the event that the Village of Romeoville finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action may result in discipline up to and including termination of employment.

6. Upon completion of the investigation, the Village of Romeoville will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When investigating alleged violations of this policy, the Village of Romeoville looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by case basis.

Knowingly making a false report of sexual harassment may result in discipline up to and including termination.

C. Non-Retaliation

Under no circumstances will there be any retaliation against any employee making a complaint of discrimination or harassment. Any act of retaliation by any party directly against a complaining employee, or accused employee, witness, or participants in the process will be treated as a separate and distinct charge and will be similarly investigated. Complaints of retaliation should be addressed to the Human Resources Manager or the Village Manager.

If you have any questions concerning the Village of Romeoville's policies on this matter, please see your supervisor or the Human Resources Manager. Further information may also be obtained from the Illinois Department of Human Rights, 312-814-6200, or the Equal Employment Opportunity Commission (EEOC), 800-669-4000.

Please acknowledge receipt and review of this policy by completing the attached acknowledgement and returning it to Human Resources.

15.2 Diversity, Equity, and Inclusion Code of Conduct

The Village of Romeoville is dedicated to creating an inclusive work environment for everyone. We embrace the unique experiences, perspective and cultural backgrounds that each employee brings to our workplace. The Village strives to foster an environment where our employees feel respected, valued and empowered, and our employees are at the forefront in helping us promote and sustain a diverse, inclusive and equitable workplace.

- The Village is committed to taking the following actions in support of a diverse, inclusive and equitable workplace
- Provide ongoing education and training to all employees on diversity, inclusion and equity topics.
- Provide all employees with a safe avenue to voice concerns regarding diversity, inclusion and equity in our workplace.
- Conduct periodic surveys to identify areas where the Village supports inclusive practices as well as where there is room for growth and improvement.

Code of Conduct

All Village of Romeoville employees are expected to support an inclusive workplace by adhering to the following conduct standards:

- Address and report inappropriate behavior and comments that are discriminatory harassing, abusive, offensive and unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspective and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Be mindful of the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.
- Treat others with dignity and respect at all times.

The Village of Romeoville will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive and unwelcome.

Violations

Employees are expected to report incidents that violate this code of conduct by contacting their supervisor, Department Manager or human resources.

Employees who violate Village of Romeoville's code of conduct expectations will face disciplinary actions. Possible consequences include additional **training, verbal and written warnings, suspension and termination of employment. This a ZERO tolerance policy.**

15.3 Employee Assistance Program

The Village recognizes that problems of a personal nature can have a negative effect on an employee's job performance, and the Employee Assistance Program ("EAP") has been established to help deal with these problems. The EAP is designed to deal with a broad range of personal problems such as alcohol or drug abuse, emotional or behavioral disorders, family discord, and other personal problems.

The goals of the EAP are:

- A. To identify troubled employees.

- B. To motivate them to seek and accept help.
- C. To assess their situation and develop a plan of action.
- D. To assist them in getting the services they need.

Counseling is confidential in the EAP, although a supervisor may refer an employee. No records are released to the Village without the employee's consent. Employees who utilize the EAP on their own initiative are assured of confidentiality.

The services of the EAP are available to all full-time employees and their dependents if the dependent is covered by the employee's health insurance coverage. An appointment with an EAP counselor can be arranged by telephone. The telephone number is available in the Human Resources Office.

There is no charge for the initial assessment service. However, if costs are incurred for rehabilitation services that are not covered by insurance, that cost will be the responsibility of the employee.

SECTION 16: EMPLOYEE HEALTH

16.1 Physical Examinations

There may be times when an employee, or group of employees, by the nature of their job or job assignments, must undergo certain medical examinations and/or tests for their own safety and the safety of others. Such examinations and/or tests shall be restricted to only those which are directly related to the safe performance of their job as well as other Village employees and the public with whom they are or may have been in contact. The costs for such examination and/or tests will be borne in full by the Village. Failure of an employee to submit to such required examinations and/or tests ordered or administered by the Village, including failure to complete a required medical questionnaire, may allow for disciplinary action to be taken against that employee, up to and including dismissal.

16.2 AIDS Policy

The Village shall not illegally discriminate in its employment or personnel practices against persons who have Acquired Immune Deficiency Syndrome (AIDS), are infected with the Human Immunodeficiency Virus (HIV) or are perceived to have any of the above conditions, hereinafter collectively referred to as AIDS.

The Village shall treat employees who have AIDS like those having any other life-threatening illnesses, which are not normally transmitted by casual contact in ordinary social or usual occupational settings. So long as such employees are medically and physically able to perform their jobs in a satisfactory manner and do not pose a danger to their own health and safety nor to the health and safety of others, they shall be permitted to work.

Coworkers shall have no valid basis upon which to refuse to work or withhold their services for fear of contracting AIDS by working with or near an AIDS-infected person. Therefore, employees who engage in such refusals to work or withholding of services, or who harass or otherwise illegally discriminate against an AIDS-infected employee shall be subject to disciplinary action.

If an employee has, or is believed to have had, an on-the-job or occupational exposure to blood or body fluids, the employee shall be transported to a medical facility for HIV antibody testing. Such testing shall be at the Village's expense.

It shall be the Village's responsibility to make available necessary protective garments and equipment to employees who are at risk of occupational exposure to AIDS to facilitate the safe performance of their jobs.

16.3 Drug and Alcohol Policy

The Village has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees. Drug and alcohol use both on and off-the-job can impair an employee's ability to perform his/her job responsibilities and can also pose a safety and/or health risk to the employee, other Village employees, the public and to Village property. All employees are required to report to their jobs in the appropriate mental and physical condition, ready and able to work.

The Village also recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, the Village has established the following guidelines regarding use, distribution, possession and/or sale of alcohol and/or prohibited substances.

For purposes of this policy, the term "prohibited substances" shall be defined as any controlled substance, including marijuana, cocaine, opiate, amphetamine, PCP and all other "controlled substances" as defined by federal or state law. Prohibited substances shall also include any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which has not been legally obtained, or is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages.

- The Village will administer a pre-employment drug screening to prevent the hiring of individuals who use illegal drugs.
- The manufacture, possession, use, distribution, sale, purchase and/or transfer of, or being under the influence of, alcohol and/or illegal drugs, in any detectable amount, is strictly prohibited while on Village property, while performing Village business and/or while operating a Village vehicle. The lawful possession of alcohol in the original container and with the seal unbroken, in an employee's personal vehicle parked on Village property during the employee's assigned hours, or in a Village vehicle when being transported for a work-related purpose, shall not be a violation of this policy.
- The possession and/or use of a legal controlled substance, in any detectable amount, which impairs the employee's ability to perform the essential functions of their job is strictly prohibited while on Village property, while performing Village business and/or while operating a Village vehicle.
- Drug testing of sworn police officers shall be governed by the terms of the then-current collective bargaining agreement and not by this policy.
- Drug testing of all other employees shall be required when there is reasonable suspicion that an employee has any detectable amount of alcohol and/or drugs in his/her system. For purposes of this policy "reasonable suspicion" shall mean a Supervisor has a reasonable basis to believe the employee is impaired or manifests symptoms or conduct that impact his/her ability to sufficiently perform his/her job responsibilities. When such reasonable suspicion exists, the employee shall not be permitted to remain at work, on Village property and/or in possession of a Village vehicle and shall be subject to an immediate drug and/or alcohol screening.
- Being under the influence may be determined by a test result which identifies any detectable amount of a prohibited substance upon urine testing processed by a federally certified laboratory or based on observations that lead a supervisor to reasonably suspect that an employee is under the influence of drugs or alcohol.
- In addition to the drug and/or alcohol testing identified above, any employee possessing a commercial driver's license (CDL) as a condition of his/her employment, shall also be subject to random drug and/or alcohol testing.
- Refusal or failure to comply with the required drug/alcohol screening and/or random drug testing as set forth in this policy, will result in disciplinary action up to and including immediate termination of employment. Off-the-job illegal alcohol/drug use and/or illegal drug activity could adversely affect an

employee's job performance, jeopardize the safety of other Village employees, the public or Village facilities, jeopardize the security of Village finances or business records and/or adversely affect customers or the public's trust in the Village's ability to carry out its responsibilities. Any reasonable suspicion that an employee is involved in off-the-job illegal alcohol/drug use and/or illegal drug activity will be considered a violation of this policy. For purposes of this policy "illegal drug activity" shall mean the manufacture, possession, distribution, sale, purchase and/or transfer of any illegal drug or any similar activity that would be a violation of Federal, State, or local laws.

- The legal use of prescribed drugs or commercially available over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the employee's job duties. Employees using a prescribed medication or an over-the-counter medication that may impair mental or motor functions required for performance of their job duties must immediately inform Human Resources of such use. The Human Resources Manager, in conjunction with the employee, will discuss the level of impairment on an individual basis and may limit an employee's performance of duties or implement other responsive measures. This policy also prohibits the use of medically prescribed marijuana in the workplace or being under the influence of marijuana as a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act during the workday or work activities.

- The Village recognizes that alcoholism/drug abuse is a treatable illness. The Village shall not discriminate against employees based on the nature of such illness. No employee shall have his/her job security threatened by voluntarily seeking assistance for a substance abuse problem. The same consideration for referral and treatment afforded to other employees having non-drug/alcohol related illnesses shall be extended to such employees actively seeking treatment for substance abuse. While the Village supports employees' efforts to treat substance abuse, the Village may impose discipline in response to policy violations that arise prior to an employee's request to pursue treatment.

a. Every effort shall be made to work with and assist the employee in seeking and obtaining treatment without undue delay.

b. An employee who voluntarily seeks treatment for a substance abuse problem and requests a leave of absence for treatment may be granted the leave of absence, as permitted by Departmental needs, and provided under applicable State and/or Federal law. An employee who seeks a leave of absence may also be eligible for benefits under the specifications of the existing insurance policy.

Any violation of this policy by an employee shall subject the employee to appropriate discipline, which may include termination of employment. An employee's unlawful use of prohibited substances and/or alcohol, and/or any unlawful drug activity, shall be cause for immediate discharge from further employment with the Village. Where an employee is subject to discipline due to Village's determination that the employee is impaired and the employee contends, they are a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act, the Village will offer the employee the opportunity to respond to the determination regarding impairment as required by law.

Nothing in this policy shall be construed to discharge the Village from its responsibility to maintain a safe and secure work environment for its employees or from invoking such disciplinary actions as may be deemed appropriate for actions of misconduct by virtue of an employee's use or abuse of alcohol and/or any prohibited substance.

SECTION 17: SAFETY

17.1 Weapons Possession Policy

Employees may not, at any time, carry or possess a weapon in any building or portion of a building under the control of the Village, or in any vehicle owned, leased or under the control of the village. For purposes of this policy, "weapon" shall mean any loaded or unloaded gun, knives with blades over four (4) inches in

length, explosives and/or any chemical whose purpose is to cause harm to other persons. For purposes of this policy “under the control of” shall mean any building or vehicle operated by the Village in its regular course of business, including but not limited to the Village Hall, the Village’s Law Enforcement Center, the Village’s Public Works Facility, and wastewater pumping stations.

The policy shall not apply to sworn police officers and arson investigators employed by the Village. This policy shall apply to all other Village employees, regardless of whether the employee possesses a license issued by the Illinois Department of State Police to carry or possess a gun, concealed or otherwise.

Employees shall be subject to a search of their personal property (including but not limited to purses and briefcases) located in a building under the control of the Village or any vehicle owned, leased or under the control of the Village, when reasonable suspicion exists to believe the employee is in possession of a weapon. For purposes of this policy, “reasonable suspicion” shall mean that a Supervisor has a reasonable basis to believe the employee is in possession of a weapon. Any violation of this policy by an employee shall subject the employee to appropriate discipline, which may include termination of employment.

17.2 Workplace Violence/Active Shooter Policy

If you are involved in a situation where someone has entered the area and started shooting, the following is a list of actions that are recommended. It should be noted that this type of incident is unpredictable. The below guidelines are recommendations that are based on past experiences. You may have to alter some of these suggestions, depending on the situation.

The policy outlined herein is meant to establish baseline agency/department protocols across the Village of Romeoville for active shooter situations. Additionally, whenever possible, it is recommended that agencies commit to the implementation of the best practices outlined in the subsequent sections of this document.

1. Each facility shall have an active shooter preparedness plan, which is to be updated every two years, as needed. At a minimum, a plan should comprise the following.

- Security Assessments
- Preparedness
- Communication
- Incident Plan (i.e., actions to take during the incident)
- Training and Exercises
- Post Incident Recovery (Employees, Operations)

2. As plans are drafted, reviewed, and updated, each facility Designated Official or designee shall collaborate with the Romeoville Police Department and all first responder agencies likely to address an active shooter situation.

3. Department representatives shall provide training, materials, and/or awareness discussions to inform employees of active shooter preparedness plans as they are updated.

4. Employees should be made aware of the Village of Romeoville-endorsed A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) Program.

5. Employees should be informed of the importance of having a personal plan.

6. New employees should be given active shooter preparedness training during the initial onboarding period.

7. The active shooter plan need not be a stand-alone document. The Romeoville Police Department and/or its designated official will determine the best way to incorporate the active shooter plan into existing protocols.

A. Active Shooter When Able to Leave Facility

Exit the building immediately and notify anyone you may encounter to exit the building also.

Get as far away from the incident as possible and find cover. It is not recommended to leave the property by vehicle as this may cause a traffic Jam which could put people in danger. It could also impede incoming emergency vehicles. Attempt to let a supervisor or fellow worker know your status so that everyone can be accounted for. Supervisors should designate a "Rally Point" for employees to know in advance. Evacuation building maps should be posted for critical incidents.

Call 911 immediately and/or the Police. Give the 911 dispatcher the following information:

1. Your name
2. Location of the incident (be as specific as possible)
3. Number of shooters (if known)
4. Identification or description of shooter
5. Number of persons who may be involved
6. Your location

B. Active Shooter When Not Able to Leave Facility

If you are directly involved in an incident and exiting the building is not safe, the following actions are recommended:

1. Go to the nearest room or office.
2. Close and lock the door.
3. Cover the door windows.
4. Keep quiet and act as if no one is in the room.
5. DO NOT answer the door.
6. Barricade the door (tables, chairs, vending machines, etc.)
7. Notify 911
8. Give the dispatcher the following information:
 9. Your name
 8. Your location (be as specific as possible)
 9. Number of shooters (if known)
 10. Identification or description of shooter
 11. Number of persons who may be involved
 12. Wait for local police to assist you out of the building.

13. If the armed offender enters the room you are occupying, run, hide and/or fight options are available to protect yourself. You may use deadly force against the armed offender to save your own life.

Police Response:

Police are trained to respond to an active shooting incident by entering the building as soon as possible and proceeding to the area of the shooter(s). They will move quickly and directly. Early on in an incident, they may not be able to rescue people because their main goal is to get to the shooter(s). People need to try to remain calm and patient during this time, so as not to interfere with police operations. Normally, a rescue team is formed shortly after the first responding officers enter the building. They will be the Officers who will search for injured parties and get everyone safely out of the building.

Appendices

Appendix A Employee Handbook Acknowledgement Form

Appendix B Social Media Policy Acknowledgement Form

Appendix C Discrimination and Harassment Policy Acknowledgment Form

Appendix D Discrimination and Harassment Sign Off Sheet

Appendix E Mobile Workforce Request Form

Appendix F Mobile Workforce Agreement Form

Appendix G Village of Romeoville Seminar Summary

Appendix H Travel Authorization & Expense Report 1

Appendix I Travel Expense Report 2

Appendix J Credit Card Expense Form

Appendix K Educational plan for Tuition Reimbursement

Appendix L Tuition Reimbursement Agreement

Appendix M Military Leave Form Appendix N Outside Employee Request Form

Appendix O Outside Employee Request Form -Police



ACKNOWLEDGMENT

This is to acknowledge that I have reviewed the Village of Romeoville Employee Handbook.

I understand:

- The policies and benefits contained in this Handbook are subject to change and may be modified, amended, and/or terminated at any time by the Village without advance notice.
- **I ACKNOWLEDGE THAT THIS HANDBOOK IS NEITHER A CONTRACT OF EMPLOYMENT NOR A LEGAL DOCUMENT.**
- By my signature below I acknowledge that I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.
- I will return the Handbook if my employment ends for any reason.

Employee _____ Date _____

Witness _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

I have received and read a copy of the Village of Romeoville Social Media Policy and understand its contents. I understand that the Village of Romeoville expressly reserves the right to change, modify or delete provisions of the policy without notice.

Dated:

[EMPLOYEE NAME]

ACKNOWLEDGEMENT

This is to acknowledge that I have reviewed the Village of Romeoville Anti-Harassment Policy I understand:

- The policies are subject to change and may be modified, amended.
- By my signature below I acknowledge that I have received the Anti-Harassment Policy, and I understand that it is my responsibility to read and comply with the policies contained in this policy and any revisions made to it.

Employee _____ Date _____

Witness _____ Date _____



MOBILE WORKFORCE REQUEST FORM

Name _____ Title _____

Department _____ Supervisor _____

Number of weeks I would like to do mobile working while on **FMLA** leave or sick

leave Please describe how you think your job responsibilities are suited for

telecommuting

MOBILE WORKING APPLICANT

I have discussed mobile working with my supervisor and understand that my application does not guarantee that I will be eligible to telecommute. I have read the telecommuting policy and understand that telecommuting can be terminated at any time by the Village of Romeoville or me.

Applicants Signature _____ Date _____

SUPERVISOR

I have discussed the possibility of mobile working with the above-mentioned employee. I believe that this employee is a good candidate based on job responsibilities and performance in his or her current position.

Supervisors Signature _____ Date _____

HUMAN RESOURCES Approval _____ Disapproval _____

Reason

Signature _____ Date _____



MOBILE AGREEMENT FORM

Name _____ Title _____

Department _____ Supervisor _____

As a teleworker you must participate in a training program before beginning to telework. The training will focus on the telework policy, alternative work place safety, work performance, and the telework agreement.

Duration

Please list the length of time you will be participating in the telework policy. Not to exceed 12 weeks

FROM _____ TO _____

Extension of the term require re-authorization by completing a new Telework agreement.

COMMUNICATION AND ACCESSIBILITY

Return calls and email promptly. Retrieve messages. Have all calls forwarded to you, or your voice mail.

List below the expectations as a supervisor that you will be requiring the employee to check in or contact you daily.

_____ Employee Initials _____ Supervisors Initials.

You will be given a Village Cell phone to use for business related calls. _____ Employee Initials

Telework is performed during assigned work hours, up to a specific number of days per week. The number of hours spent teleworking varies by employee. Telework does not change the number of hours and the employee is expected to work. Any changes in work hours are to be approved in advance by the supervisor, including request for overtime. Teleworkers who are not exempt from overtime will be required to record all hours in a manner designated by the Village. Hours worked in excess of those specified per day and per week, in accordance with state and federal requirements, will require the advance approval of the supervisor. Failure to comply with this requirement can result in immediate cessation the telework agreement.

Hours to work daily and weekly:

Daily: _____ Employee Initials _____ Supervisor Initials

Weekly: _____ Employee Initials _____ Supervisor Initials

Employee
Signature _____ Date _____

Supervisor
Signature _____ Date _____

Human Resources
Signature _____ Date _____

**VILLAGE OF ROMEOVILLE
SEMINAR SUMMARY
(Fill Out Form for Each Session Attended)**

Seminar/Conference Name:

Date(s): _____

Location: _____

Session Topic/Name: _____

Session Date: _____

Session Time: _____

Description of Material Presented (What you learned): _____

Description of Benefit to the Village (How you will use in your job what was learned):



TRAVEL AUTHORIZATION & EXPENSE REPORT

INSTRUCTIONS FOR PART 1 – TRAVEL AUTHORIZATION FORM

Complete the top for travel advance and forward requests for disbursements to the Finance Department.

EMPLOYEE NAME	TITLE	DEPARTMENT	ACCOUNT NO.
PURPOSE OF TRAVEL:	DESTINATION:	NO. OF DAYS:	
	DEPARTURE DATE:	RETURN DATE:	

<p>ESTIMATED EXPENSES –SEE BELOW***</p> <p>REGISTRATION: \$ _____</p> <p>MILEAGE: _____</p> <p>LODGING: \$ _____</p> <p>**AIRFARE/TRAIN _____</p> <p>RENTAL CAR _____</p> <p>PER DIEM: MEALS/SNACKS/TIPS: _____</p> <p>MISCELLANEOUS: parking/airport shuttle/taxis _____</p> <p>_____</p> <p>*Unknown –If any will request upon return _____</p> <p>_____</p> <p>TOTAL ESTIMATE: *** \$ _____</p> <p>CREDIT CARD NEEDED ()</p> <p>REQUEST VILLAGE VEHICLE ()</p>	<p>AUTHORIZATION APPROVED</p> <p>_____ DEPARTMENT HEAD DATE</p> <p>TRAVEL APPROVED</p> <p>_____ VILLAGE MANAGER DATE</p> <p>(VILLAGE MANAGER SIGNATURE REQUIRED IF REQUEST EXCEEDS \$1,000.00)</p>
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- MILEAGE REIMBURSEMENT RATE:** .67 cents per mile – current IRS rate
- LODGING:** \$300 per day maximum including taxes
- ****EARLY BIRD CHECK IN:** Must be pre-approved by Department Head
- RENTAL CAR:** \$60.00 per day including taxes. **Must be pre-approved by Village Manager**
- PER DIEM:** Meal Expenses and reimbursements are limited to the current U.S. General Services Administration (GSA) per diem rate for the location of travel at the time expense is incurred. Meals provided by a conference or seminar should be deducted from the per diem allowance. The per diem allowance should be used to cover all employee expense (meals,snacks,tips). Partial reimbursement may be made for departure and return days based on the time of day. No receipts need to be kept or turned in for meal per diem allowances.
GSA rate at gsa.gov/travel/plan-book/per-diem-rates, needs to be printed out and attached.

PART II EXPENSE REPORT: COMPLETE RECONCILIATION OF EXPENSES SECTION ON BACK SIDE OF FORM

PART II EXPENSE REPORT

COMPLETE RECONCILIATION OF EXPENSES SECTION

EMPLOYEE NAME

TITLE

DEPARTMENT

ACCOUNT NO

RECONCILIATION OF EXPENSES

DATES	SUN	MON	TUES	WED	THURS	FRI	SAT	TOTAL
MEALS (INCLUDE TIPS):								
Breakfast								
Lunch								
Dinner								
Snacks								
REGISTRATION								
TRAVEL								
Airfare								
Car Rental								
Taxi								
Bus								
Train								
Parking								
Gasoline								
Mileage (Personal Car) .67 cents per mile								
Lodging								
MISC TIPS (Ex Doorman)								
OTHER EXPENSES								
#1								
#2								
#3								
#4								
#5								
#6								
GRAND TOTAL ALL ITEMS								

I CERTIFY THAT THE FOREGOING EXPENSES WERE INCURRED IN THE CONDUCT OF VILLAGE BUSINESS

EMPLOYEE - DATE

SIGNATURE: _____

DEPT HEAD - DATE

APPROVAL: _____

FINANCE DEPT - DATE

APPROVAL: _____

LESS ADVANCE TO EMPLOYEE* _____

LESS PAYMENTS TO VENDORS _____

AMOUNT DUE:

EMPLOYEE

VILLAGE

***INCLUDING PER DIEM. YOU MAY EXCLUDE PAYMENTS TO VENDORS IF PAID BY VILLAGE CHECK AND WERE FOR THE EXACT AMOUNT REQUIRED.**

VILLAGE OF ROMEOVILLE CREDIT CARD EXPENSE FORM

Date of Charge: _____

Company Paid with Charge Card: _____

Location: _____ Phone _____ Internet _____

Amount Charged: \$ _____

Card Holder Name: _____

Card Used by: _____

Description of Charges: _____
(Include name of event
Conference, Luncheon,
Business Meeting, etc.)
(If Applicable) _____

Others in Attendance: _____
(Include names of
all who had goods
or services purchased
with this transaction)
(If Applicable) _____

Purpose/Topic of Discussion: _____
(If Applicable)

General Ledger Account: _____

Educational Plan for Tuition Reimbursement

Date Submitted: _____

Employee Name: _____

Employee Position: _____

Class Requested: _____

-Complete one sheet for each class that reimbursement is being sought.-

*Attach Course Plan & Documentation of course that will assist employee in current position.

Fee for Class:

Please list any financial aid that will be used as payment for classes (i.e. grant, scholarships or government assistance)

Approval Signatures *

* Approval of course program does not guarantee tuition reimbursement.

HR Manager

Department Manager

Approval Amount:

Date Approved:

Please consult personnel manual prior to completing this form.

Tuition Reimbursement Agreement

This Tuition Reimbursement Agreement is made on _____ by and between,
_____ (employee) _____ (employer).

Where as: Employee is an employee of the Village of Romeoville, an in order to upgrade the skills of the employee, the employee has applied for and has been accepted into
(Course of Study or Certification) at _____ beginning on _____
And ending on _____.

The Employer agrees as follows:

1. Tuition Repayment. Employer agrees to pay the employee directly by passing the class with a C or higher grade as long as the Employee is in the Employ of the Employer. If the employee is laid due to a Village wide reduction in staff the employee would not have to repay any funds.
2. Repayment Event. Upon the occurrence of any of the following events (Repayment Event):
 - a. Employment of the Employee at Employer terminates prior to the completion of the program or certification for any reason, including resignation by the Employee, or dismissed by the Employer with cause.
 - b. If an employee resigns within two years of completing his program or certification the employee will have to repay the reimbursements per Section 7.3 Reimbursement for Education Expenses of the Employee Handbook.
3. Set-Off. The Employee authorizes and directs Employer to set-off any and all amounts owing to Employer under this Agreement against any amounts owing by the Employer to the Employee, including but not limited to salary, wages, bonuses, vacation pay, personal pay, compensation pay, termination pay and severance pay.
4. Indemnity. The Employee hereby indemnifies and save harmless the Employer from and against any and all suits, claims, actions, damages and other losses which the Employer suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payment hereunder as a benefit to the Employee.
5. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Employee: _____

If to the Employer: _____
6. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any right or remedy to which the party may be entitled.
7. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. NO change can be made to this Agreement other than in writing and signed by both parties.
8. Governing Law. The Agreement shall be construed and enforced according to the laws of the State of Illinois and any dispute under this Agreement must be brought in this venue and no other.

9. Headings in this Agreement. The headings in this Agreement are convenience only, confirm no rights or obligations in either party, and do not alter any terms of the Agreement.

10. Severability. If any terms of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above

Employee: _____

Employer: _____

Date: _____

Military Leave

Employees will be granted a leave of absence for military service in accordance with applicable federal and state laws. Employees are responsible for furnishing the Village with the expected beginning and ending dates of military service, including copies of military orders, as far in advance as possible.

A. Eligibility: Any employee affiliated with the United States Army, Navy, Air Force, Marines, Coast Guard, Reserves, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, any other category of persons designated by the President in time of war or emergency, or contract military service is eligible.

F. Effect on Benefits: If applicable, an employee granted leave under this policy will continue to be covered under the Village's group health insurance plan on the same conditions as coverage would have been provided if he or she had been continuously working during the leave period. To maintain uninterrupted coverage, an employee will be required to continue to pay his or her portion of insurance premium payments, if applicable. Payments for which an employee is responsible are subject to any change in premium rates while the employee is on leave. During the leave, monthly payments should be forwarded to the Finance Department no later than the first of the month. If applicable, an employee will continue to accrue benefit hours (sick, personal, or vacation) while he or she is on military leave.

G. Effect on Wages: Any employee, who is a member of any reservist component of the United States Armed Services and is mobilized to active military duty, will receive his or her full Village salary minus the amount of his or her base pay for military service, for the duration of his or her active military service. Any full-time employee who is a member of any reservist component of the United States Armed Services will be granted leave for any period actively spent in military activity, including: basic training, special or advanced training, and annual training. During leaves for annual training, the employee will continue to receive his or her full Village pay. During leaves for basic training and up to 60 days of special or advanced training, the employee will receive his or her full Village salary minus the amount of his or her base pay for military activities. If an employee is called to active military duty by order of the President of the United States, the employee will receive his or her full Village salary, minus the amount of his or her base pay for military service, for the duration of his or her active military service.

H. Reinstatement: An employee returning from military leave will be entitled to reinstatement in accordance with the applicable federal and state laws. The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) requires that returning service personnel be "promptly" re-employed in the same or similar position that they would have attained if they had not been absent for military service. Under USERRA, to return to the workplace, an employee must have been honorably discharged and cumulative military leave is less than five years. An employee is required to give the Village prompt notification of intent to return to work. The amount of required notice to the Village varies based on the length of an employee's absence.

I. After Reinstatement: After reinstatement, an employee enjoys a certain level of job security. Employees can only be terminated "for cause" for a specified time, depending on their length of service.

I hereby allow the Village of Romeoville indicated below from my pay each month/pay period/year. This deduction is made in accordance with the military leave provisions as stated in the Employee Handbook.

Signature _____

Printed Name _____

Date _____



VILLAGE OF ROMEOVILLE OUTSIDE EMPLOYMENT REQUEST FORM

INSTRUCTIONS: This form is to be completed and signed by an employee to identify whether s/he has outside employment and whether department permission has been granted. The form will be renewed, reviewed and filed yearly during the performance evaluation period. This signed form, whether approved, denied or not applicable, will be retained in the employee's personnel file.

EMPLOYEE INFORMATION

NAME: _____
JOB CLASSIFICATION: _____
DEPARTMENT: _____
SUPERVISOR: _____
WORK PHONE: _____

OUTSIDE EMPLOYER INFORMATION

EMPLOYER NAME: _____
ADDRESS: _____
PHONE: _____ CONTACT PERSON: _____
SUPERVISOR: _____
NATURE OF BUSINESS/ORGANIZATION: _____
SCHEDULE: SA SUN MON TUES WED THURS FRI
HOURS:
DURATION OF EMPLOYMENT: _____
DESCRIPTION OF DUTIES: _____

IF SELF-EMPLOYED

NAME OF COMPANY: _____
NATURE OF BUSINESS: _____
DURATION OF EMPLOYMENT: _____
DESCRIPTION OF DUTIES: _____

SECTION 8.2 OF EMPLOYEE HANDBOOK - OUTSIDE EMPLOYMENT

“With prior written approval, outside employment in addition to Village employment is allowed if it does not and will not interfere with the employee’s performance, cause a conflict of interest, cause an appearance of impropriety with his/her Village duties and responsibilities, or reflect adversely upon the Village. Employees will not be permitted to engage in outside work that involves the use or sale of information related to Village operations.

Full-time Village employees shall inform their department manager, in writing, of any outside employment, the department manager shall forward a copy of all such requests to the Village Manager, the Village Manager shall provide a written response authorizing or declining such outside employment, and the written response shall be placed in the employee’s personnel file. In no event shall outside employment be permitted during the employee’s regularly assigned working hours for the Village or while on duty. Full-time Village employee shall not exceed 24 hours per week at any outside employment, except upon prior written request to and after prior written approval from the Village Manager, full-time employees may exceed the 24 hours per week maximum for a limited time.

Part-time Village employees shall inform their department manager, in writing, of any outside employment, the department manager shall provide a written response authorizing or declining such outside employment, and the written response shall be placed in the employee’s personnel file.

The Village of Romeoville will be considered your primary position and if there is a conflict with your outside employment regarding your performance and availability the Village Manager reserves the right to revoke approval of any outside employment. The Village Manager reserves the right to revoke approval of any outside employment when it has been determined to be detrimental to the best interest of the Village, or otherwise no longer in conformity with this Section. In such cases, the employees shall be notified that outside employment is no longer permitted, and shall be given fifteen (15) days to determine if they want to continue working with the Village or with the outside employer.

An employee who is on leave of any kind from the Village may not work for outside employment in any aspect. Violation of this Section will result in disciplinary action, up to and including termination.”

I have reviewed the regulations pertaining to outside employment with my supervisor.

- I do have outside employment as described above.**
- I do not have any outside employment as described above.**

Employee Signature

Date

- APPROVED**
- DENIED**
- Employee does not have outside employment**

As the employee’s Department Manager, I verify that I have discussed the regulations pertaining to outside employment and the conflict of interest of, or potential for conflict of interest, with the employee.

Department Manager Signature

Date

- APPROVED**
- DENIED (Village Manager approval only required for full-time employees)**

As the Village Manager, if the employee has outside employment, I concur with the decision of the Department Manager.

Village Manager Signature

Date

COMMENTS: _____

INDEMNIFICATION

THE UNDERSIGNED OUTSIDE EMPLOYER _____ (“OUTSIDE EMPLOYER”), IN CONSIDERATION OF THE VILLAGE OF ROMEOVILLE’S APPROVAL OF THE APPLICATION OF VILLAGE EMPLOYEE _____ (“VILLAGE EMPLOYEE”) FOR EMPLOYMENT WITH OUTSIDE EMPLOYER OUTSIDE THE SCOPE OF VILLAGE EMPLOYEE’S EMPLOYMENT RELATIONSHIP WITH THE VILLAGE OF ROMEOVILLE, DOES HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF ROMEOVILLE AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS OF AND FROM ANY AND ALL LIABILITIES, COSTS, EXPENSES, CLAIMS, DEMANDS OR JUDGMENTS, INCLUDING BUT NOT LIMITED TO ITS REASONABLE ATTORNEYS’ FEES (WHETHER OR NOT LITIGATION IS FILED) ARISING OUT OF OR IN ANY WAY RELATED WHATSOEVER TO THE OUTSIDE EMPLOYMENT OF VILLAGE EMPLOYEE WITH OUTSIDE EMPLOYER, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR DAMAGES RELATED TO OR INVOLVING DEATH, PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INJURY, WHETHER TO OUTSIDE EMPLOYER, VILLAGE EMPLOYEE OR ANY THIRD PARTIES, AND FURTHER ACKNOWLEDGES THE RESPONSIBILITY OF OUTSIDE EMPLOYER FOR ANY INJURY TO VILLAGE EMPLOYEE THAT MAY OCCUR DURING THE SCOPE OF VILLAGE EMPLOYEE’S EMPLOYMENT WITH OUTSIDE EMPLOYER, AND REPRESENTS THAT OUTSIDE EMPLOYER SHALL AT ALL TIMES DURING ITS EMPLOYMENT OF VILLAGE EMPLOYEE MAINTAIN WORKERS’ COMPENSATION INSURANCE IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

Authorized Signature

Date



VILLAGE OF ROMEOVILLE POLICE DEPARTMENT OUTSIDE EMPLOYMENT REQUEST FORM

INSTRUCTIONS: This form is to be completed and signed by an employee to identify whether s/he has outside employment and whether department permission has been granted. The form will be renewed, reviewed and filed yearly during the performance evaluation period. This signed form, whether approved, denied or not applicable, will be retained in the employee's personnel file.

EMPLOYEE INFORMATION

NAME: _____
JOB CLASSIFICATION: _____
CURRENT ASSIGNMENT : _____
SUPERVISOR: _____
WORK PHONE: _____

OUTSIDE EMPLOYER INFORMATION

EMPLOYER NAME: _____
ADDRESS: _____
PHONE: _____ SUPERVISOR: _____
RELATIONSHIP WITH BUSINESS: SELF-EMPLOYED OWNER CO-OWNER RELATIVE NO RELATION
NATURE OF BUSINESS/ORGANIZATION: _____
SCHEDULE: SAT SUN MON TUES WED THURS FRI
 HOURS:

DURATION OF EMPLOYMENT: _____
DESCRIPTION OF DUTIES: _____

JOB CATEGORY: EXTENSION OF POLICE SERVICE - IN UNIFORM
 EXTENSION OF POLICE SERVICE - NON-UNIFORM
 SECURITY CONSULTANT, INSTRUCTOR, ADVISORY
 NON-EXTENSION OF POLICE SERVICE - PRIVATE EMPLOY
 GROUP DETAILS - ROTATION PERSONNEL
 OTHER - EXPLAIN: _____

DOES THIS JOB ALLOW YOU TO LEAVE, IF RESPONSIBILITIES WITH THE
VILLAGE OF ROMEOVILLE REQUIRE? YES NO

(OVER)

SECTION 8.2 OF EMPLOYEE HANDBOOK - OUTSIDE EMPLOYMENT

"With prior written approval, outside employment in addition to Village employment is allowed if it does not and will not interfere with the employee's performance, cause a conflict of interest, cause an appearance of impropriety with his/her Village duties and responsibilities, or reflect adversely upon the Village. Employees will not be permitted to engage in outside work that involves the use or sale of information related to Village operations.

Full-time Village employees shall inform their department manager, in writing, of any outside employment, the department manager shall forward a copy of all such requests to the Village Manager, the Village Manager shall provide a written response authorizing or declining such outside employment, and the written response shall be placed in the employee's personnel file. In no event shall outside employment be permitted during the employee's regularly assigned working hours for the Village or while on duty. Full-time Village employee shall not exceed 24 hours per week at any outside employment, except upon prior written request to and after prior written approval from the Village Manager, full-time employees may exceed the 24 hours per week maximum for a limited time.

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The Village of Romeoville will be considered your primary position and if there is a conflict with your outside employment regarding your performance and availability the Village Manager reserves the right to revoke approval of any outside employment. The Village Manager reserves the right to revoke approval of any outside employment when it has been determined to be detrimental to the best interest of the Village, or otherwise no longer in conformity with this Section. In such cases, the employees shall be notified that outside employment is no longer permitted, and shall be given fifteen (15) days to determine if they want to continue working with the Village or with the outside employer.

An employee who is on leave of any kind from the Village may not work for outside employment in any aspect. Violation of this Section will result in disciplinary action, up to and including termination."

Employees are also required to review General Order number G.O. 3-601 date 11/10/1994.*

I have reviewed the regulations pertaining to outside employment and G.O. 3-601 date 11/10/1994.

I do have outside employment as described above or in G.O. 3-601 date 11/10/1994.

I do not have any outside employment as described above or in G.O. 3-601 date 11/10/1994.

Employee Signature

Date

APPROVED DENIED Employee does not have outside employment

As the Police Chief, I verify that I have discussed the regulations pertaining to outside employment and the conflict of interest of, or potential for conflict of interest, with the employee.

Police Chief Signature

Date

APPROVED DENIED (Village Manager approval only required for full-time employees)

As the Village Manager, if the employee has outside employment, I concur with the decision of the Police Chief.

Village Manager Signature

Date

COMMENTS: _____

