

# **ADMINISTRATIVE OVERSIGHT COMMITTEE**

MUNICIPAL COMPLEX HALL

208 E. MAIN STREET

September 18, 2024

4:00 P.M.

## **AGENDA**

1. CALL TO ORDER/ROLL CALL
2. APPROVE MINUTES OF FEBRUARY 13, 2024, ADMINISTRATIVE OVERSIGHT COMMITTEE MEETING
3. PUBLIC COMMENT
4. DISCUSSION ABOUT FINANCE DIRECTOR/TREASURER POSITION AND CONTRACT
5. DISCUSSION REGARDING TRAVEL POLICY AND EMPLOYEE HANDBOOK UPDATES
6. DISCUSSION ABOUT CLEANING AND IT SERVICE CONTRACTS
7. GENERAL DISCUSSION
8. ADJORNMENT

**VILLAGE OF PEOTONE**  
**ADMINISTRATIVE OVERSIGHT COMMITTEE MINUTES**  
**Minutes of February 13, 2024**

**CALL TO ORDER, ROLL CALL**

THE ADMINISTRATIVE OVERSIGHT COMMITTEE MEETING WAS CALLED TO ORDER AT 4:30 PM AT THE MUNICIPAL COMPLEX HALL, 208 E. MAIN STREET, PEOTONE, ILLINOIS, BY THE COMMITTEE CHAIR, TRUSTEE HUDSON. IN ATTENDANCE WERE TRUSTEE HUDSON, TRUSTEE RICHARDS AND TRUSTEE SLUIS. ALSO PRESENT WAS THE MAYOR, THE VILLAGE ADMINISTOR AND THE FINANCIAL CONSULTANT.

**MINUTES**

MOTION BY SLUIS, SECOND BY RICHARDS TO APPROVE THE ADMINISTRATIVE OVERSIGHT COMMITTEE MINUTES FROM NOVEMBER 29, 2023. ALL VOTING YES; MOTION CARRIED.

**PUBLIC COMMENT - NONE**

**REVIEW FY2025 PROPOSED DRAFT BUDGET**

ANNMARIE MAMPE, FINANCIAL CONSULTANT, PRESENTED A HANDOUT. THE SITUATION IN THE GENERAL FUND HAS TO DO WITH TRANSFERING MONEY, THE GENERAL FUND DRAW DOWN OF \$650,000 IS BEFORE THE DOWNTOWN PROJECT AND INTEREST PAYMENT ON THE I-57 ROAD PROJECT BONDS. THE MAYOR ENCOURAGED STAFF TO GO THROUGH THEIR INDIVIDUAL DEPARTMENT BUDGETS AND CUT WHERE POSSIBLE. HE WOULD PREFER \$200,000-\$250,000 AND THE VILLAGE IS ON TRACK THIS YEAR TO BREAK EVEN. ANNMARIE WALKED THROUGH THE HANDOUT PACKET WHICH WILL BECOME PART OF THE BUDGET. THE OVERVIEW INCLUDED: SUMMARY LINE-ITEM DETAIL WHICH INCLUDED VILLAGE FUNDS SUMMARY, THE IMPORTANCE OF KEEPING THE GENERAL FUND AT A HIGHER BALANCE AS A SMALLER COMMUNITY WITH LIMITED FUNDS, HOW FUND BALANCES ARE CHANGING OVER TIME, CATEGORIES OF REVENUE AND SPENDING, SUMMARY OF WAGES AND DETAIL OF REVENUES. THE MAYOR STATED HE IS TRYING TO BE CONSERVATIVE WITH ESTIMATES OF NEW INCOME FROM THE TRAVEL CENTER. ANNMARIE NOTED THE VILLAGE CREATED A CENTRAL SERVICES DEPARTMENT AND ALSO COMBINED BUILDING, PLANNING AND ZONING, AND ECONOMIC DEVELOPMENT INTO A COMMUNITY DEVELOPMENT DEPARTMENT. SHE REVIEWED THE DETAILS BY DEPARTMENT BY LINE ITEM AND WHAT IS BEING SPENT WITHIN LINE ITEMS. SHE WENT THROUGH A SPREADSHEET OF CUTS AND WILL UPDATE AND MAKE CHANGES PRIOR TO IT BEING BROUGHT TO THE VILLAGE BOARD ON FEBRUARY 26<sup>TH</sup> AND FORMALLY VIA ORDINANCE ON MARCH 11<sup>TH</sup>. THE CUTS INCLUDED: REDUCING BUILDING IMPROVEMENTS AND A POLICE SQUAD IN THE POLICE DEPARTMENT; REDUCTION IN GARAGE DOOR PANELS, GENERAL MAINTENANCE ON QUIPMENT, LAPTOPS, TREE REMOVAL, STREET AND SIDEWALK MAINTENANCE AND SNOW AND LEAF REMOVAL IN THE PUBLIC WORKS DEPARTMENT; REDUCTIONS IN LEGAL HEARING OFFICER, GIS MAPPING, ENGINEERING FEES AND A LAPTOP AND SCANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND REDUCTIONS IN TRAVEL AND LEGAL SERVICES IN THE ADMINISTRATION DEPARTMENT. ALSO, THE DRALLE SALES TAX REBATE WILL BE ENDING. ANNMARIE WILL INPUT ALL CUTS AND PRESENT A DRAFT FOR REVIEW AND REFINEMENT. TRUSTEE SLUIS ASKED IF IT WAS BUDGETED FOR A PUBLIC WORKS EMPLOYEE, MAYOR RESPONDED NO BUT WILL POSSIBLY HIRE A PART TIME EMPLOYEE FOR YEAR-ROUND INSTEAD OF SEASONALLY.

**GENERAL DISCUSSION –**

ANDREA ARENS, EDITOR OF THE VEDETTE, ASKED IF THERE WAS ANY JUSTIFICATION FOR THE \$650,000 DRAW AND MAYOR EXPLAINED IT WAS THE TOTAL INITIAL DEFICIT OF THE CURRENT DRAFT AND WILL BE ADJUSTED AFTER THE CUTS, THE FIRST DRAFT IS A GENERAL WISHLIST AND ALSO THERE WERE SOME SALARY INCREASES. SHE ALSO ASKED IF ANY OF THE \$2.5 MILLION GRANT HAD BEEN SPENT YET, THE MAYOR SAID YES, APPROXIMATELY \$167,000 WAS SPENT ON CONSULTANTS AND ENGINEERING FOR THE PROJECT.

**ADJOURNMENT-MOTION** BY SLUIS, SECOND BY RICHARDS TO ADJOURN THE ADMINISTRATIVE OVERSIGHT COMMITTEE MEETING AT 5:08 PM. ALL VOTING YES; MOTION CARRIED.



## Board of Trustees Memo

**TO:** Peter March, Mayor  
Village Board of Trustees

**From:** Nick Palmer, Village Administrator

**Date:** September 16, 2024

**Subject:** Finance Director/Treasurer Contract Renewal

**For Agenda:** AOC Committee – Sept. 18, 2024

Administrator sign off: 

**Agenda item:**

Discussion of Finance Director/Treasurer Contract Renewal

**Background:**

The Village of Peotone previously employed a full-time Finance Director/Treasurer. In March 2022, this staff person resigned, and the Village made the decision to utilize a contractual Finance consultant. Since that time, this contract was with Gov HR, which recently merged with another company and became MGT Impact Solutions, LLC. Attached to this agenda item is a draft contract to maintain this contractual relationship.

The **proposed new contract has a term of September 24, 2024 to May 2, 2025.** The Village may want to consider extending this term until later in the year to allow for completion of the annual audit. A further explanation will be given at the AOC committee meeting.

**Fiscal impact:**

The existing contract was for \$119/hour. The proposed new contract is for \$130.50/hour.

These figures include all benefits, insurance, and other costs of employing a regular employee. Thus, the Village pays this hourly amount to MGT and has no additional costs. In comparison, a full-time employee employed for \$75,000 (as an example), might also receive health care benefits up to \$30,000 per year, in addition to IMRF and other related employee benefits.

**Board action:**

The Village Administrator recommends moving this contract to the full Board for approval.

**Supporting documents:**

**DRAFT – Proposed Employee leasing agreement -- MGT Impact Solutions, LLC**



## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Peotone** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Assigned Employee.** The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

**Section 1.02. Independent Contractor.** MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

**Section 2.01. Payment of Wages.** MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense

incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

**Section 2.03. Employee Benefits.** MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of MGT.** MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

**Section 2.06. Direction and Control.** The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

**Section 2.07. Obligations of the Client.** Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

## SECTION 3 FEES PAYABLE TO MGT

**Section 3.01. Fees.** The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

**Section 3.02. Payment Method.** Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

## SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance.**

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum

coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

**Section 4.02. Certificate of Insurance.** Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

**Section 4.03. Automobile Liability Insurance.** The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

## SECTION 5 DURATION AND TERMINATION OF AGREEMENT

**Section 5.01. Term and Effective Date.** The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement to execute Temp-to-Hire Option.** At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent



or temporary employee of the Client. Client acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances information.

## SECTION 6 NON-SOLICITATION

**Section 6.01. Non-Solicitation.** The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

**Section 6.02. Injunctive Relief.** The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

**Section 6.03. Survival.** The provisions of Section 6 survive the expiration or termination of this Agreement.

## SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

**Section 7.01. Indemnification by MGT.** MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

**Section 7.02. Indemnification by the Client.** The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense

or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of Section 7 survive the expiration or termination of this Agreement.

## SECTION 8 MISCELLANEOUS PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

**Section 8.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 8.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

**Section 8.06. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

**Section 8.07. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 8.08. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.09. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.10. Confidentiality.** Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

**Section 8.12. Force Majeure.** MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

**Section 8.13. Assignment.** Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

## SECTION 9 DISPUTE RESOLUTION

**Section 9.01. Good Faith Attempt to Settle.** The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

**Section 9.02. Governing Law/Jurisdiction.** If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting

in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

**Section 9.03. Attorneys' Fees.** The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

## SECTION 10 NOTICES

**SECTION 10.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC  
790 Frontage Road Suite 213  
Northfield, Illinois 60093  
Attn: Michael J. Earl  
224-261-8366 - [mearl@mgt.us](mailto:mearl@mgt.us)

If to Client:

Village of Peotone  
208 E. Main Street  
PO Box 430  
Peotone, Illinois 60468  
Attn: Nick Palmer  
708-607-0450 - [npalmer@villageofpeotone.com](mailto:npalmer@villageofpeotone.com)

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

### MGT IMPACT SOLUTIONS, LLC

By \_\_\_\_\_  
Name: A. Trey Traviesa  
Title: CEO – MGT Impact Solutions, LLC

**EFFECTVE DATE:** September 24, 2024

### CLIENT

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**Assigned Employee and Base Compensation**

**ASSIGNED EMPLOYEE:** Annmarie Mampe

**POSITION/ASSIGNMENT:** Finance Consultant

**POSITION TERM:** September 24, 2024 – May 2, 2025

Upon mutual agreement of both parties, the agreement may be extended up to August 1, 2025. Either party may terminate the agreement by giving thirty (30) days advance written notice.

**BASE COMPENSATION:** \$130.50/hour. Work hours will vary but are expected to average 8-24 hours/week. Specific work schedule will be determined between the client and the employee. Client shall report employee’s work hours via a timesheet to payroll@govtempusa.com before close of business on Monday after the prior work week.

**OTHER -PTO:** State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

*The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party’s behalf.*

**MGT IMPACT SOLUTIONS, LLC :**

**CLIENT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.*

**EXHIBIT B  
Summary of Benefits**

Does Not Apply

DRAFT



## Board of Trustees Memo

**TO:** Peter March, Mayor  
Village Board of Trustees

**From:** Nick Palmer, Village Administrator

**Date:** September 16, 2024

**Subject:** Travel Policy & Employee Handbook Updates

**For Agenda:** AOC Committee – Sept. 18, 2024

Administrator sign off: *NMP*

**Agenda item:**

**Travel Policy & Employee Handbook Updates**

**Background:**

Some questions were recently raised about the Village's policies regarding travel by Village personnel. More specifically clarifications were requested on what are the rules for reimbursement for expenses incurred, what is the approval process for travel and training by Village staff and are there other related polices/procedures that should be updated. It is generally a good practice to periodically review these polices as new state legislation can impact the Village operations.

During an initial review of the Village's employee handbook, it appears that the Village last approved an update to the Employee handbook on October 12, 2020. However, the Village Board approved an ordinance at the December 11, 2023 board meeting that adjusted the section on paid leave benefits as required by a new state law. This ordinance also approved changes to the Village of Peotone personnel policy manual. However, it does not appear that these changes were officially updated in the employee handbook nor are there confirmations that an updated version was received by all Village staff.

**Fiscal impact:**

No impact at this time.

**Board action:**

The Village Administrator recommends doing additional research on alternative language in the employee handbook that more clearly defines various policies and procedures regarding approval of staff travel and training, clarification on the reimbursement process for travel expenses, and any additional updates that should be considered prior to approval of an updated Village of Peotone employee handbook.

The Village administrator will bring back a redlined version of the employee handbook with specific recommended changes. Once the Board approves an updated handbook, all Village employees will receive copies of the final draft and will sign off on receipt of the updated handbook.

**Supporting documents:**

- Current Village of Peotone Personnel Policy Manual – October 12, 2020
- Ordinance 23-17 – 2023 – Approving Paid Leave Benefits required for Village Employees and making certain changes to the Village of Peotone Personnel Policy Manual



# **VILLAGE OF PEOTONE**

# **PERSONNEL POLICY MANUAL**

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Original Adoption 4-12-93  
Latest Revision 10-12-20

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**EMPLOYEE ACKNOWLEDGMENT FORM**

## ARTICLE I: INTRODUCTION

Welcome and congratulations on becoming a member of the work force of the Village of Peotone. Always remember, when dealing with our residents and businesses, that you are likely to be their only contact with the Village government and, therefore, the most important. Your attitude, in their view, reflects the attitude of the entire Village. They count on you, and so do we.

**Section 1.1 - Purpose of Manual:** The purpose of this manual is to present the principal rules, regulations, benefits and conditions of employment that apply to Village employees. Employees are urged to carefully read this manual and understand its application. Clarification and interpretation of the manual shall be made by the Village President with the consent of the Village Board.

The manual is not intended, nor should it be construed, as a binding contract of employment, expressed or implied. The Village Board may change or revoke the provisions of this manual with or without prior notice to employees. An employee's employment and compensation can be terminated with or without cause, and with or without notice, at any time. The Village of Peotone is an "Employer at Will." All employment relationships are terminable at the discretion of either party at any time. No representative of the Village, other than the Village President or Village Board as appropriate, and then only when in writing and signed by the Village President, has authority to enter into any agreement for employment, wages or benefits for any specified period of time, or to make any agreement contrary to the foregoing.

Notwithstanding anything to the contrary in this Personnel Manual, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine compensation and benefits for individual employees and classes of employees; to determine the work week of employees and to establish the starting and ending times of the workday; to assign or to transfer employees within the Village; to establish and maintain work and productivity standards; to assign overtime; to lay off or relieve employees due to lack of work or funds or for any other reason; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the function and purposes of the Village. No representative of the Village, other than the Village President with the consent of the Village Board, has the authority to waive or amend a provision of this manual for a specific person or period of time or to make any agreement contrary to the foregoing.

**Section 1.2 - Personnel Director:** The Village Administrator shall administer the provisions of this manual.

**Section 1.3 - Statement of Organization:** The Village has always taken pride in the abilities and accomplishments of its employees. It is the Village's policy, so far as the judgment of Village management is able, to pay wages and benefits that are competitive with the market. It is also the Village policy to communicate directly with employees and to try to work together to resolve employee concerns as they arise.

**Section 1.4 - Employee Acknowledgment Form:** All employees shall complete and sign the Employee Acknowledgment Form upon receipt of this manual.

**Section 1.5 - Types of Employment:** The Village recruits and employs personnel under the following classifications: This manual applies to all classifications.

- A. Regular Full-Time Employment:  
Employment requiring a minimum of 36 hours per week and budgeted for 52 weeks per year. Full-time employees must immediately participate in the Illinois Municipal Retirement Fund and Downstate Pension Fund.
- B. Part-time Employment:  
Employment which does not routinely exceed 36 hours per week or more than 1,000 hours per calendar year.
- C. Sworn Employment:  
Employment as a sworn employee shall mean all full-time and part-time Police Officers, Matrons, Clerk, Collector and Treasurer.
- D. Executive Management:  
Employment as an executive management employee shall mean a Department Head and includes the positions of Chief of Police and Superintendent of Public Works.
- E. Supervisor or Foreman:  
Employment as a supervisor or foreman shall be identified as an employee who has been assigned supervisory functions by the Village Board. A supervisor or foreman may direct the daily work activities of a unit or shift of employees. They are whom the employees shall contact for reporting to work late, illness or other absences, and whom they make requests to for authorized leave. They have the authority to recommend employment, discipline or dismissal.

**Section 1.6 - Equal Employment Opportunity:** The Village of Peotone will not discriminate against any employee in a manner which would violate federal or state law because of race, color, religion, sex, marital status, national origin, age, physical or mental handicap unrelated to job requirements, political preference, or any other classification protected from unlawful discrimination by state or federal law.

**Section 1.7 - Immediate Family:** In this manual, unless otherwise specified, the term "immediate family" shall include the following members: spouse, parents, grandparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, or as otherwise determined by the Village President and Board of Trustees.

**Section 1.8 - Employees covered by collective bargaining agreements:** The provisions of this Policy Manual shall apply to all Village employees provided, however, that as to those employees covered by a collective bargaining agreement, the provisions of such agreement shall supersede and replace the provisions of this Manual as to all subject matters covered in the collective bargaining agreement.

## **ARTICLE II: APPOINTMENTS AND PROMOTIONS**

**Section 2.1 - Employment Policy:** The Village President, with the consent of the Village Board and recommendation from the Department Head and/or Administrative oversight committee, shall have the responsibility and authority for recruiting, selecting, retaining, suspending and removing all Village employees other than those employees whose method of appointment or removal is fixed by statute or ordinance.

Applicants shall generally be selected based on merit, training, experience and other job-related factors. The Village will attempt, so far as it deems possible, to fill vacancies from among existing employees deemed to be in the best interest of the Village. The Village shall not, however, be bound to fill a vacancy by transfer or promotion of an existing employee.

**Section 2.2 - Citizenship:** All employees must be legally eligible for employment in the United States and complete all necessary documents as required by law.

**Section 2.3 - Physical and Blood Test:** Upon recommendation by the Village President and Board of Trustees that a person be employed, that person must successfully pass a physical examination to show fitness for duty including a blood test to include a test for the presence of unlawful drugs, and a criminal background investigation at the expense of the Village. A "Consent for Blood Test" form must be completed and taken along at the time of the examination. Failure to pass these two requirements will cancel employment.

**Section 2.4 - Probation:** The first six (6) calendar months of employment with the Village, or the first six (6) calendar months after a promotion, is a probationary period except for Police Officers. Police Officers shall have a six (6) calendar month probationary period for purposes of benefits, and a one (1) year probationary period for all other purposes. If the employee proves capable after the probationary period, they will be classified as a regular employee. The Village retains the right to terminate probationary employees or to extend the probationary period if deemed necessary.

**Section 2.5 - Promotion:** As vacancies occur in positions other than those in the lowest pay ranges, the Village will attempt, so far as it deems reasonably possible, to fill these positions from among current staff members. Employees promoted to another position shall serve a probationary period as defined in Section 2.2. If the Village is not satisfied with the employee's performance during the probationary period, the Village may return the employee to their original position.

**Section 2.6 - Transfers:** Transfers of employees between departments, on either a permanent or temporary basis, may be made upon the recommendation of the supervisor and/or Administrative Oversight Committee with the approval of the Village President and Board of Trustees.

### **ARTICLE III: HOURS OF WORK AND OVERTIME**

**Section 3.1 - Normal Work Periods:** A normal work period for regular, full-time employees shall constitute forty (40) hours per week.

**Section 3.2 - Normal Working Hours:** An employee's normal working hours will be determined by the Village President and Board of Trustees upon recommendation of the Department Head and Village Administrator.

Employees will keep daily time sheets as required by the Department Head and Village Board. Payroll time sheets shall be signed by the employee and appropriate supervisor and forwarded to the Village Treasurer's office by 8:00 a.m. of the Tuesday preceding payday. An employee is expected to report promptly at the designated starting time and to devote their entire effort to Village business during scheduled working hours.

In the event a police officer is unable to report to work due to illness or other emergency, they must inform their appropriate supervisor within four hours of the designated starting time.

In the event a Department Head is unable to report to work, they must notify the Village Administrator and their respective department.

Non-sworn employees shall inform their supervisor in the event they are unable to report to work within one hour of their designated starting time.

Department Heads may adjust their employee's working hours to meet the needs and demands of their departments.

Employees are not permitted to begin work prior to their authorized starting time, nor work past the end of their scheduled work shift without the express permission of their shift supervisor. Employees are not permitted to work during duty-free meal periods without the express permission of their supervisor.



**Section 3.3 - Lunch and Rest Periods:** Department Heads are authorized to establish reasonable lunch and rest periods during each working day. Determination of time and length of lunch and rest periods is entirely discretionary and may be arranged as the Department Head feels is most consistent with the effective operation of the department. Each regular employee shall be entitled to at least a thirty (30) minute lunch period and one fifteen (15) minute rest period each working day.

**Section 3.4 - Overtime and Compensatory Time:** As determined by the Federal Labor Standards Act (FLSA) Regulations.

- A. All overtime must be authorized in advance by a Department Head or by a designated supervisor.
- B. Overtime of less than fifteen (15) minutes in any one day shall not be included in determining the total number of hours worked.
- C. Where overtime is authorized, eligible employees will receive one- and one-half times their hourly wage for every hour worked in excess of forty (40) hours worked per week. Holidays shall be counted as hours worked for the purpose of calculating overtime.
- D. In cases where the employee performs authorized work in excess of the normal hours worked per day, the Department Head may reduce the employee's working hours during the same work period in order to minimize the cost of overtime.
- E. Compensatory time may accrue up to 120 hours and is utilized in lieu of payment of wage. Compensatory time will be accrued at the aforementioned overtime rates.

Compensatory time rules and regulations should be enforced so as to generate the best benefit for the Village of Peotone. Flexibility is a point of emphasis. The effective use of compensatory time saves the Village money. The accumulation and/or use of compensatory time will be reviewed regularly by the Administrative Oversight Committee.

- F. Overtime is not applicable to exempt positions.

**Section 3.5 - Court Time:** Part-time police officers are paid their regular part-time rate, except if they must take off from their regular full-time job, in which case they will receive their full-time job rate.

**Section 3.6 - Required Training:** All employees will be reimbursed for mandatory hours of training.

## ARTICLE IV: SALARY RANGES AND PAY PERIODS

**Section 4.1 - Composition of Salary Ranges:** The salary ranges include the minimum and maximum rate of pay and intermediate steps for all established job classification positions in the Village service.

**Section 4.2 - Development and Maintenance of Salary Ranges:** The salary ranges are determined with the following items taken into consideration.

- A. Salary surveys of similar job classifications.
- B. Relative difficulty and responsibility of positions in the job classifications.
- C. Classifications of licenses reached by appropriate training and testing by the State.
- D. Availability of employees in particular occupational categories.
- E. Cost of Living factors.
- F. The financial condition of the Village.
- G. Other economic considerations which may be appropriate.

**Section 4.3 - Appointment Rate:** A minimum rate of pay for a job classification must be paid upon appointment to the classification, except that appointment rates above the minimum may be made by the Village in recognition of the quality of prior experience and training and such other factors as the Village deems appropriate.

**Section 4.4 - Salary Adjustments:** Prior to the occurrence of each anniversary date of the employee's last increase, which generally is the first month of the Village's new fiscal year, every employee who is not already at the maximum rate shall be considered for a salary step increase on such date as follows:

- A. Recommendations for pay increases shall be based on current wage schedules. Determination of an increase shall be based upon the recommendation of the Department Head, Village Administrator and/or the Administrative Oversight Committee with the approval of the Village President and Board of Trustees.
- B. Employees who do not receive salary step increases on their anniversary dates may receive such increases before the next anniversary date if, in the discretion of Village management, such a merit increase would be appropriate. If such an increase is awarded, this will not alter the consideration of any increase on the employee's next anniversary date.
- C. The Village may, on the basis of recommendations from the Department Head and Village Administrator, provide a salary increase of more than one step on the employee's anniversary date.
- D. When an employee has been promoted, or their position has been reclassified to the class position in a higher range, the Village will, upon recommendation from the employee's Department Head and Village Administrator, determine the appropriate level of pay

compensation. The salary level will not be lower than the salary the employee was receiving before such promotion or reclassification.

- E. If an employee is determined to have not satisfactorily performed duties that are expected of the position, the Village President and Board of Trustees may lower that employee's pay classification upon recommendation of the Department Head and Village Administrator or defer an employee's salary increase to a later time.

**Section 4.5 - Pay Period:** Employees are paid biweekly on Fridays. When payday falls on a holiday, checks will be issued on the previous workday. Those persons hired or terminating their employment in the middle of a pay period shall be paid at an hourly rate based on their current salary schedule for hours worked in that period after their hiring or prior to their termination.

**Section 4.6 - Payroll Deductions:** Automatic payroll deductions are made for social security, federal and state income tax purposes and for the employee's pension contributions where applicable. Automatic payroll deductions are also made for all court ordered garnishments. A special deduction may be authorized by an employee for participation in additional health/life insurance plans or for other plans/programs as may be approved by the Village President and Board of Trustees and for Union dues.

## **ARTICLE V: EMPLOYEE BENEFITS**

Except as otherwise provided to an employee pursuant to the terms of an applicable collective bargaining agreement, employee benefits are as follows.

**Section 5.1 - Medical Insurance:** The Village currently offers major medical insurance coverage for regular, full-time employees and their dependents. To qualify for coverage under the Village medical insurance program, the dependent must be eligible for coverage under the terms of the group health insurance policy in effect, and all documents required by the insurance provider must be submitted at the time of enrollment. In addition, the following documents are to be filed at the time of enrollment:

Spouse: any of the following: certified copy of marriage license or certified copy of legal documents requiring employee coverage for spouse in divorce settlement.

Dependent Children: any of the following: a copy of Birth Certificate, a copy of adoption papers, a copy of court documents establishing legal guardianship, or a copy of a Court Order requiring coverage.

Stepchildren: all the following: copy of the marriage license and notarized village form signed by the employee stating that the child to be covered is to be claimed as a dependent on the employee's federal income tax return.

The Village pays 100% of all medical insurance premiums which percentage may be changed by the Village Board. New employees are required to wait thirty (30) days before they are eligible for

coverage. All aspects of COBRA and Illinois Public Law 86-1444 are applied. Questions regarding medical insurance coverage should be directed to the Village Administrator or Village President.

Employees, who elect not to participate in the Village's medical insurance program, will be entitled to a pay adjustment of \$1.00 per hour. The thirty (30) day waiting period applies. The \$1.00 per hour pay adjustment shall terminate upon an employee's later election to participate in the Village's medical insurance program.

**Section 5.2 - Life Insurance/Section 125 Cafeteria Plans/Deferred Compensation 457**

**Plans:** The Village has optional policies available through payroll deductions, paid for by the employee. Information concerning these policies and eligibility dates for the same is available from the Village Administrator, Village Treasurer or Village President.

**Section 5.3 - Illinois Municipal Retirement Fund:** All full-time employees and part-time employees who work in a position which regularly requires more than 1,000 hours per year, are covered by the Illinois Municipal Retirement Fund and the Article 3 Downstate Police Pension. Participation in IMRF and the Police Pension is not optional, and enrollment takes place immediately upon employment. Employee contributions are met through payroll deductions. The Village contributes to the fund at rates designated annually per IMRF.

**Section 5.4 - Village Insurance Benefits for Retirees:** For those employees who have served the Village in a full-time position in excess of 25 years, have reached the age of 55 years, and who retire, the Village shall pay for 50% of that employee's health insurance premium for a period of three years commencing with the date of retirement provided the employee is on the Village's health insurance plan at the time of retirement. All aspects of COBRA and Illinois Public Law 86-1444 will be applied.

**ARTICLE VI: LEAVE TIME**

Except as otherwise provided to an employee pursuant to the terms of an applicable collective bargaining agreement, employee leave time is as follows.

**Section 6.1 - Holidays:** All regular, full-time employees are allowed eleven (11) holidays each year consisting of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas and one floating holiday. Temporary and part-time employees are not eligible for holiday pay.

Holidays are observed on the actual date of the holiday. Village Hall will be closed only on the actual day of observance of the holiday unless additional time for closing is approved by the Village President and the Board of Trustees.

**Section 6.2 - Holiday Pay:** All regular, full-time employees will receive eight (8) hours of holiday pay for each allowed holiday. If an employee is required to work on the day of observance of the holiday, the employee will receive their regular pay for the time worked, plus the eight (8) hours

of holiday pay. If the holiday falls on a day the employee does not normally work, an additional eight (8) hours of holiday pay will be received. An employee on an unpaid leave of absence shall not receive holiday pay during such leave.

**Section 6.3 Employees Required to Work on Holidays:** Employees required to work on holidays are those employees whose services are necessary for police protection, and other operations deemed necessary by the Village.

**Section 6.4 - Personal Days:** Each regular, full-time employee is entitled to three (3) personal days per calendar year provided the employee has completed six (6) months of employment with the Village. The employee must notify their Department Head of the planned use of a personal day at least twenty-four (24) hours in advance and receive the Department Head's approval. Personal days may be taken in partial increments with the approval of the Department Head. The use of a personal day, if at all possible, shall not result in a situation whereby overtime is created. There is no accumulation of personal days and pay is in accordance with the Fair Labor Standards Act.

**Section 6.5 - Vacation Program:** Regular, full-time employees accrue vacation time according to the following schedule:

- A. One Week: After anniversary date of one (1) year employment
- B. Two Weeks: After anniversary date of two (2) years employment
- C. Three Weeks: After anniversary date of seven (7) years employment
- D. Four Weeks: After anniversary date of twelve (12) years employment
- E. Five Weeks: After anniversary date of twenty (20) years employment

No employee is entitled to use any vacation time until they have completed one (1) year of consecutive full-time employment. Entitlement may be granted by the Village President and Board of Trustees for unusual circumstances. A five (5) day vacation carryover will be allowed. Any unused vacation time not utilized within the calendar year will be forfeited.

Except as provided in this manual, employees are not allowed to take a cash payment for vacation in lieu of actual time off, unless the best interests of the Village would be served. Employees will be paid for their vacation time on regular paydays.

An employee's yearly vacation credits are calculated at the beginning of each calendar year and are available for the employee's use at the beginning of each calendar year. When an employee reaches another vacation level on their anniversary date, the employee will accrue the additional week of vacation time.

No vacations will be taken by the Department of Public Works full-time employees from December 15th through February 15th. No vacations will be taken by the Police Department's full-time employees during the Will County Fair or during any annual Village approved function.

## ARTICLE VII: SICK LEAVE

Except as otherwise provided to an employee pursuant to the terms of an applicable collective bargaining agreement, employee sick leave is provided as follows.

**Section 7.1 Sick Leave Schedule:** All regular, full-time employees are entitled to sick pay based on a calendar year. Sick pay accrues at the rate of (6) hours per month. Unused earned sick leave accumulates without limit.

Sick leave shall not be considered as personal time, which an employee may use at their discretion. It shall be allowed only in case of actual sickness, disability or pregnancy. The Department Head, with the concurrence of the Village President and Board of Trustees, may grant sick leave to employees to meet medical or dental appointments if the employee established that the appointment could not reasonably be scheduled during non-working hours.

Substantiation of the need for sick leave may be required after three (3) consecutive days' absence from work. The Village President, his or her designee and/or the Department Head may require substantiation of the need for sick leave.

All full-time employees who retire from the Village shall have the option of either being paid by the Village for all unused accumulated sick leave days at the rate of \$1.00 per hour or, as an alternative, foregoing any payment from the Village and instead applying their unused and unpaid accumulated sick leave for additional pension service credit under the Illinois Municipal Retirement Fund.

**Section 7.2 - Sick Leave Requests:** In order to receive compensation while absent on sick leave, the employee shall notify the Department Head or his/her designee before the time set for beginning daily duties or before leaving the job, if becoming ill while at work.

The Village President or Department Head may require a physician's verification as a condition for extended sick leave. As mutual protection for the Village and the employee, a Department Head may require an employee to submit to a complete physical by a physician designated by the Village President when, in the Village President's, Department Head's and/or Administrative oversight committee's opinion, the performance of the employee may have become seriously limited or weakened by virtue of impaired health. The cost for such physical is the responsibility of the employee but may be paid for by the Village with approval from the Village President and Board of Trustees.

Accrued sick leave may not be used in circumstances involving personal injury sustained by an employee in the course of paid outside employment. If any employee has exhausted all accrued sick leave, the employee may request to use accumulated compensatory time, holiday time, vacation time or personal time.

## ARTICLE VIII: OTHER LEAVES

**Section 8.1- Discretionary Leave:** The Village President and Board of Trustees, upon recommendation by the Department Head and/or the Administrative Oversight Committee, may grant

a leave of absence to any employee when it is determined that there is good and sufficient reason. The Village President and Board of Trustees will set the terms and the conditions of the leave, including whether the leave is to be with pay.

**Section 8.2 Application for Leave:** Any leave of absence request shall be submitted, in writing, to the Department Head or his/her designee as far in advance as practicable. The request shall state the reasons for the leave and the approximate length of time off the employee desires. Authorization for leave of absence shall be recorded in the minutes of the Village Board Meeting.

**Section 8.3- Funeral Leave:** In the event of death of an immediate family member, as defined in Section 1.7, an employee shall be granted three (3) consecutive workdays as funeral leave. Leave beyond three (3) days may, upon approval of the Department Head or his/her designee, be classified as discretionary leave and will be deducted from the employee's accumulated sick leave.

**Section 8.4 - Military Leave:** Military leave shall be granted in accordance with the requirements of applicable law. The Village shall not be expected to exceed such requirements for any employee. The employee should provide written verification to their supervisor, which states the specific dates, locations and anticipated length of the military assignment.

**Section 8.5 - Jury Duty:** All regular, full-time employees shall be granted leave of absence with pay pursuant to a notice of jury duty. If an employee receives compensation in the form of jury fees, it is the employee's responsibility to advise the Village of the amount and it will be deducted from the employee's next pay.

**Section 8.6 - Job Related Injury, Illness or Disability:** In the event an employee is unable to work by reason of illness or injury compensable under workman's compensation, the employee shall receive full benefits and shall turn over their workers' compensation check to the Village. An employee shall accrue seniority for the first twelve months of workers' compensation leave. In cases compensable under workers' compensation, where the employee is unable to work for a period of three months or more, the Village may buy out the employees accrued benefit tie with the approval of the Department Head and the Village Board.

To qualify for workers' compensation, the employee must report the illness, injury or disability to their Department Head as soon as the illness, injury or disability is known. Thereafter, if requested, they must furnish to their Department Head or designee a physician's written statement showing the nature of the illness, injury or state of disability and the estimated length of time that the employee will be unable to report for work. The employee shall furnish current reports, as the Village deems necessary.

Before returning from a job-related injury, illness or disability, or during such leave, the employee, at the discretion of the Village, may be required to have a physical by a doctor designated by the Village to determine an employee's capacity to perform assigned work. This physical will be paid for by the Village.

Some employees may be required, upon concurrence with their physician, to perform special light duty tasks at their regular rate of pay if deemed necessary by the Village. However, the Village is not required to offer such light duty.

If an employee is injured during the performance of the employee's duties, if Village equipment is damaged or destroyed, or if damage to any other property occurs, the employee should immediately report this fact to their supervisor. The employee must ensure that an accident report is submitted to the supervisor for forwarding to the Village Administrator, so the employee's right to workers' compensation insurance benefits or reimbursements for medical expenses is not jeopardized. Even if the injury is so slight that no time is lost, a report must be filed. This is necessary to protect the employee in case a future disability results because of the injury.

If an employee is involved in an accident while in performance of duties resulting in property damage or injury to any person, it must be reported immediately to their supervisor. The Police should be called to the scene immediately if the accident involves a vehicle. The employee should not discuss the accident with anyone except the Police. Disciplinary action may be taken against employees if negligence is proven to be a factor contributing to the accident or cause of an unsafe condition.

**Section 8.7 - Maternity Leave:** Any regular, full-time female employee who is unable to work due to a disability caused by pregnancy, childbirth or related medical conditions may use available sick time or other paid leaves available to the employee for such an absence in accordance with the Village's leave policy. In addition, and irrespective of any available paid sick leave, a full-time female employee who is unable to work due to pregnancy or a pregnancy related disability is entitled to a reasonable, unpaid leave of absence in accordance with federal law. Disability benefits are provided by the Village's pension plan. Any full-time female employee requesting an unpaid disability leave due to pregnancy or pregnancy related disability must provide a letter from the employee's doctor indicating the exact dates of the disability. All employees are entitled to Family and Medical Act (FMLA) leave in accord with the provisions of the FMLA.

**Section 8.8 - Failure to Return from Leave:** An employee who fails to return to duty within three (3) working days of the time specified on their application for leave will be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

**Section 8.9 - Requalification after Leave:** Unless otherwise stated in this manual or otherwise required by law, accumulated length of service will remain in place during leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this manual, an employee returning from leave will have their seniority continued after the period of leave.

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



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

**Section 8.10 - Non-Employment Elsewhere:** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during an approved leave without the express written permission of the Village President and Board of Trustees may be immediately terminated by the Village.

## **ARTICLE IX: EMPLOYEE SAFETY**

**Section 9.1 - Employee Responsibility:** As a regular part of Village employment, employees are expected to conduct themselves and handle equipment in such a manner as to avoid accidents. Employees are responsible for observing all safety rules and using available safety devices. Employees should report any unsafe conditions or equipment to their supervisor or Department Head.

At daily intervals, employees should visually inspect all equipment and areas that are their responsibility for safety in order to prevent accidents.

Employees should always wear the proper protective clothing for the job they are performing, i.e. hard hats, goggles, protective boots, etc. If an employee does not have the proper equipment, the supervisor should obtain such equipment prior to the employee going on the job. Public safety employees shall be provided with the items necessary to perform their assigned duties as determined by the Chief of Police.

Employees should always clean work areas when they are finished with a job and inspect it for possible fire or accident hazards prior to leaving.

Employees should not operate any machine or use any material until they have read the directions or instructions and have become thoroughly familiar with them.

Employees should always be alert when driving and observe all laws for the operation of vehicles.

Employees observing unsafe conditions, equipment, tools or the unsafe use of equipment or tools by others in Village employment, should report such observations to their supervisor, Department Head and/or the Administrative oversight committee.

## **ARTICLE X: EMPLOYEE CONDUCT**

**Section 10.1 - Outside Employment:** Village employees shall not participate in outside employment that in any way interferes with the employee's regular duties, responsibilities or work performance with the Village, as determined by the Village President and Board of Trustees. Outside work is defined as any gainful employment other than the performance of official duties, including, but not limited to self-employment, working for another employer, employment in the management

and operation or direction of a private business for profit, including any direct or indirect financial interest in any such business.

Department Heads may set policies and guidelines regarding outside employment. Such policies and guidelines will be approved, and are subject to change, by the Village President and Board of Trustees.

The Village generally will permit employees to engage in outside employment so long as, in the opinion of the Village President and Board of Trustees and upon recommendation by the Village Administrator and the employee's Department Head, the outside work or employment would not affect the quality of the employee's work for the Village, prevent the employee from devoting their primary interest to the accomplishment of their work for the Village or tend to create a conflict, or the appearance of a conflict, between the private interests of the employee and the employee's official responsibility to the Village.

An employee shall not perform outside work, which in the judgment of the Village President and Board of Trustees is:

- A. Of such nature that it may be reasonably construed by the public to be an official act of the Village or Department thereof.
- B. Involves the use of Village facilities, equipment, uniforms or supplies of whatever kind.
- C. Involves the use of official information not available to the public.
- D. Might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.

While an employee is not prohibited from performing outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform the outside work, if in the judgment of the Village President and Board of Trustees:

- A. The work is such that the employee would be expected to do it as part of their regular duties.
- B. The work involves management of a business closely related to the official work of the employee.
- C. The work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

**Section 10.2 - Use of Village Telephone:**

Employees are always expected to observe the rules of telephone courtesy when using the Village telephones.

**Section 10.3 - Use of Village Mail:** Employees shall not use the address of the Village for receipt of personal mail.

**Section 10.4 - Use of Village Property:** The Village may provide automobiles, machinery, equipment and tools for employees whose work requires frequent and extensive use. Such Village property is not for personal use and employees shall make every effort to use such property in a safe, non-abusive, efficient manner. Personal use of Village property without the expressed written consent of the Village President and Board of Trustees will be grounds for discipline or termination.

Vehicles owned by the Village and used by employees shall be subject to federal tax requirements. When using the Village's vehicles, employees should note that they are representatives of the Village Government and that their conduct as drivers in adhering to the rules and regulations of the road is a reflection on the Village.

**Section 10.5 - Political Activity:** Employees may not engage in political activity while at work or on duty.

**Section 10.6 - Solicitation, Distribution of Printed Materials, Selling and Peddling Among Employees:** Unless authorized by the Department Head and approved by the Village President, all solicitation among Village employees during working hours for charitable or any other purposes, and the selling of tickets, magazines or merchandise of any kind are prohibited. In addition, solicitation by any Village employee is not permitted during non-working time in areas where it will disturb other employees who are working.

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

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

- A. Administrative and operational departments of the Village are precluded from initiating or promoting any type of solicitation or fund-raising event.
- B. Only auxiliary or supportive groups are allowed to sponsor a solicitation or fund-raising activity. However, the name of the Village or the name of any Village department shall not be used in such solicitation or fund raising unless approved by the Village of Peotone Board of Trustees.

**Section 10.7 - Sexual Harassment Policy:** Statement of Policy - The Village of Peotone, hereinafter referred to as "the Village," is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Sexual harassment of any kind is illegal under both state and federal law and is further prohibited, as a matter of policy, by the Village. Accordingly, the Village intends to enforce its Sexual Harassment Policy at all levels within the workplace in order to create an environment free from sexual harassment. All officers and employees of this Village are expected to become familiar with the contents of this Policy and to abide by its requirements.

Sexual harassment, according to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for purposes of this Policy, consists of unwelcome sexual advances, requests for sexual favors, other verbal, non-verbal, or physical acts of a sexual or sex-based nature, where:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- B. An employment decision affecting an employee is based on that individual's acceptance or rejection of such conduct; or
- C. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can occur between men and women, or members of the same gender. This behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events.

It is also unlawful and a violation of this Policy to retaliate in any way against anyone who complains about sexual harassment or discrimination, whether that concern relates to harassment of, or discrimination against, the individual raising the concern or against another individual. It is also unlawful and a violation of this Policy to retaliate in any way against anyone who opposes an act which that person believes in good faith to be sexual harassment, or because an individual in good faith has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

**Section 10.7.1 - Prohibited Conduct:** Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact to physical contact. At times the offender may be unaware that his or her conduct is offensive or harassing to others. One example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity. Other examples of conduct which could be considered sexual harassment include:

- A. Persistent or repeated unwelcome flirting, pressure for dates, sexual propositions, sexual comments or touching;

- B. Sexually suggestive jokes, innuendoes, comments, gestures or sounds (e.g. whistling, "catcalls", "smooching" or "kissing" noises) directed toward another, or sexually oriented or degrading comments about another; humor and jokes about sex, anatomy or gender-specific traits; obscene gestures; leering;
- C. Preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial or threat of denial of employment, benefits or advancement for refusal to consent to sexual advances;
- D. The open display of sexually oriented pictures, posters, slogans or other material offensive to others;
- E. Retaliation against an individual for reporting or complaining about sexually harassing conduct;
- F. Unwelcome hugging or kissing, pinching, brushing the body, unwelcome sexual intercourse or actual assault.

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. The trend in the courts is to assess sexual harassment by a standard of what would offend a "reasonable woman" or a "reasonable man," depending on the gender of the alleged victim.

An example of the most subtle form of sexual harassment is the use of endearments. The use of terms such as "honey," "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level.

Another example is the use of compliments that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

- A. "That's an attractive dress you have on."
- B. "That's an attractive dress. It really looks good on you."
- C. "That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on the individual's perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution.

**Section 10.7.2 - Individuals Covered Under the Policy:** This policy covers all officers and employees of the Village. The Village will not tolerate, condone or allow sexual harassment, whether engaged in by fellow employees, supervisors, or officers, or anyone doing business with or appearing before the Village. The Village supports and encourages reporting of all incidents of sexual harassment, regardless of who the offender may be and will promptly investigate all reported incidents.

A. Responsibility of Individual Employees:

1. Each individual employee has the responsibility to refrain from sexual harassment in the workplace.
2. An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.
3. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with the Village's policy or a bargaining agreement, as appropriate.
4. An employee who either observes or believes herself/himself to be the object of sexual harassment is responsible for reporting the incident(s) to their supervisor.

B. Responsibility of Supervisory Personnel:

1. Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as you would deal with other forms of employee misconduct.
2. The courts have found that the organization, as well as supervisors, can be held liable for damages related to sexual harassment by an officer, supervisor, employee or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales representative or repair person).
3. Specifically, a supervisor must address an observed incident of sexual harassment or a complaint with seriousness, take prompt action to investigate it, report it and end it, recommend appropriate disciplinary action, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.
4. Supervisors must report ALL incidents or complaints of sexual harassment to the Village President on the date of the alleged occurrence, or on the very next business day.
5. In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.
6. Supervisors in need of information regarding their obligations under this policy or the procedures to be followed upon receipt of a complaint should contact the Village President.

**Section 10.7.3 - Complaint Process:** While the Village encourages individuals, who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the Village also recognizes that power and status disparities between an alleged harasser and a target may make such a confrontation impossible. In the event that such informal, direct

communication between individuals is either ineffective or impossible, or even when such communication has occurred, the following steps should be taken to report a sexual harassment complaint:

- A. An employee (the "Complainant") who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to both the Complainant's supervisor and the offending employee. If reporting to the Complainant's supervisor should prove uncomfortable for any reason, or if the offender is the Complainant's supervisor, the Complainant should directly contact the Village Administrator or Village President. It is not necessary for sexual harassment to be directed at the person making the complaint.

The following steps may also be taken document or record each incident (what was said or done, the date, the time and the place). Documentation can be strengthened by written records, such as letters, notes, memos and telephone messages. All such documentation, once prepared, shall be immediately transmitted to the Village Administrator or to the appropriate supervisor.

No one making a complaint will be retaliated against if the complaint is made in good faith even though it may ultimately not be substantiated. In addition, any witness will be protected from retaliation.

- B. Investigation of Complaint: When a complaint has been reduced to writing, the appropriate person informed, pursuant to paragraph A above, will initiate an investigation of the suspected sexual harassment as soon as possible but in no event later than within three (3) working days of notification. The Village Administrator or designee shall investigate the complaint. If the Village Administrator is the subject of the investigation, the investigation will be conducted by the Village President or designee. The investigation will include an interview with the Complainant, the employee(s) who made the initial report if different than the Complainant, the person(s) towards whom the suspected harassment was directed, and the individual(s) accused of the harassment. Any other person who may have information regarding the alleged sexual harassment shall also be interviewed. As appropriate the investigation may include the review of any writing, recording or other document that may be relevant to the complaint.
- C. Report: The person responsible for investigating the complaint shall prepare a written report within ten (10) working days of their completion of the investigation unless extenuating circumstances prevent them from doing so. The report shall include a finding whether sexual harassment occurred, sexual harassment did not occur, or there is inconclusive evidence as to whether sexual harassment occurred. A copy of the report will be given to the Complainant and the employee(s) to whom the suspected harassment was directed, and the individual(s) accused of the harassment.
- D. Records/Confidentiality: Employees who report incidents of sexual harassment are encouraged to keep written notes in order to accurately record the offensive conduct. Every reasonable effort shall be made to keep all matters related to the investigation and various reports confidential. However, the Village advises that records it maintains, and

the complainant maintains may not be considered privileged from disclosure and may be disclosed as provided by law.

- E. **Timeframe for Reporting Complaint:** The Village encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. However, due to the sensitivity of these problems and because of the emotional toll such misconduct may have on the individual, sexual harassment complaints must be reported within thirty (30) days after the complained-of conduct. Delayed reporting of complaints will not in and of itself preclude this Village from taking action.
- F. **Protection Against Retaliation:** The Village will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any officer or employee to do so. Retaliation is a serious violation of this Sexual Harassment Policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for sexual harassment offenders.
- G. **Appeals Process:** If either party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit their written comments in a timely manner to the Village President and Village Board of Trustees.

**Section 10.7.4 - Discipline/Sanctions:** Disciplinary action will be taken against any employee found to have engaged in sexual harassment of any other employee. The extent of sanctions may depend in part upon the length and condition of employment of the particular employee and the nature of the offense. The Village has the right to apply any sanction or combination of sanctions, up to and including termination.

Where a hostile work environment has been found to exist, the Village will take all reasonable steps to eliminate the conduct creating such an environment.

If an investigation results in a finding that the Complainant falsely accused another of sexual harassment knowingly or in a frivolous or malicious manner, the Complainant will be subject to appropriate sanctions, including the possibility of termination.

NOTE: This policy is not intended as a contractual obligation. The Village reserves the right to amend the policy from time to time.

**Section 10.7.5 - Recourse, Investigative and Complaint Process through Illinois Department of Human Rights and the Illinois Human Rights Committee:** It is hoped that most sexual harassment complaints and incidents can be resolved through the Village's internal complaint process established above. However, an employee has the right to contact, file a complaint with, request an investigation by, and/or seek recourse through the Illinois Department of Human Rights (the "Department") and the Illinois Human Rights Commission (the "Commission") or the Equal Employment Opportunity Commission. Any such complaint must be filed within 180 days of the incident of sexual harassment or of the incident of unlawful retaliation. The exact rules, procedures and other information regarding filing a complaint with, requesting an investigation by and/or securing recourse from, the Department or Commission (including the nature and extent of such recourse) can be obtained by contacting the Department or Commission as follows:



Illinois Department of Human Rights  
100 West Randolph Street  
Suite 10-100  
Chicago, IL 60601  
(312) 814-6200 or (312) 263-1579 TDD

Illinois Human Rights Commission  
100 West Randolph Street  
Suite 5-10  
Chicago, IL 60601  
(312) 814-6269

U.S. Equal Employment Opportunity Commission  
JCK Federal Building  
230 S. Dearborn Street  
Chicago, IL 60604  
1-800-669-4000

A copy of this policy shall be provided to each employee and shall also be provided to the Department on its request.

**Section 10.8 - Any Unlawful or Inappropriate Harassment:** The Village is committed to the principles of equal employment opportunity. The Village's practices and employment decisions regarding recruitment, hiring, assignment, promotions, compensation, training, discipline and discharge will not be based on race, color, sex, age, national origin, ancestry, religion, physical or mental disability, handicap, citizenship status, marital status, military discharge status, sexual orientation, pregnancy or any other category or characteristic that is protected by applicable federal, State or local law. Sexual harassment or unlawful harassment based on any protected group status is also prohibited. Any alleged unlawful harassment shall be handled in accord with the procedures for the processing of sexual harassment claims set forth in section 10.7 above.

**Section 10.9 - Drug-Free Workplace Act of 1988:** A policy effectuating compliance with the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F, for Grantees as defined at 28 CFR Part 67, Section 67.615 and 67.620. The Drug-Free Workplace Act of 1988, 41 USC 701 *et seq.*, and the Federal Drug-Free Schools and Communities Act of 1989, 20 USC 3224 (a) *et seq.*, condition the availability of Federal Funds to municipalities upon compliance with the Acts. The Drug-Free Workplace Act of 1988 applies to Federal Contractors and grantees of all kinds. The Federal Drug-Free Schools and Communities Act amendments of 1989 applies to "local educational agencies," such as municipalities. The Board of Trustees adopts this policy to effectuate compliance with both statutes.

#### DEFINITIONS

**Village Employee:** all persons who are employed by action of the Board of Trustees, as well as authorized volunteer personnel, but does not include independent contractors.

**Controlled Substances or Drugs:** any substance containing cannabis as defined in the Illinois Cannabis Control Act, or any substance now or hereafter scheduled as a controlled substance by Illinois or Federal Law, including, but not necessarily limited to the Illinois Controlled Substances Act or Title 21, USC, Section 812, *et seq.* or successor statutes of either.

**Alcohol:** any substance containing alcohol which is intended or used as a beverage, including, but not limited to, beer, wine and all distilled spirits.

Employee Workplace: any property the Village owns or controls for the purposes of carrying out Village activities. The term includes sites of Village-approved activities, including events, functions and activities, even though not owned, leased or otherwise controlled by the Village of Peotone.

## EMPLOYEE RULES

1. The Village of Peotone prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, or being under the influence of alcohol or a controlled substance by any Village employee in any Village workplace or while functioning in any capacity as a Village employee.
2. As a condition of employment, the Village of Peotone's employees will abide by the terms of this statement and notify the Village President of any criminal drug statute conviction or a violation occurring in the workplace no later than five (5) days after such a conviction.
3. Within ten (10) days of receiving notice that one of its employees has been convicted of a criminal drug statute violation in the workplace, the Village of Peotone will notify any appropriate Federal-granting agency of this violation.
4. Within thirty (30) days of receiving notice that one of its employees has been convicted of a criminal drug statute violation in the workplace, the Village of Peotone will take one of the following actions.
  - A. Take appropriate personnel action against such employee, up to and including termination.
  - B. Require such an employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes by a Federal, State, local health, law enforcement or other appropriate agency.
5. Any employee who is reasonably suspected of being under the influence of any drug including marijuana, or alcohol while at work will be required to submit to a drug screening/alcohol test at a facility designated by the Village. The results of the test shall be provided to the Village Administrator.
6. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed on employees who violate the standards of conduct set forth herein. The sanction for unlawful manufacture, distribution, dispensing, or use of drugs or alcohol prohibited by this policy shall be termination of employment, or requirement, at the discretion of the Board of Trustees, that the employee participate satisfactorily in a drug-abuse assistance or rehabilitation program at the Village's expense approved for such purposes by a Federal, State, local health, law enforcement or other appropriate agency.
7. The Village President or his/her designee shall be responsible to establish a drug-free awareness program to inform employees about the following:
  - A. The dangers of drug abuse in the workplace.
  - B. The Village of Peotone's policy of maintaining a drug-free workplace.
  - C. Any available drug counseling, rehabilitation and employee assistance programs.

- D. The penalties that may be imposed upon employees for drug abuse violations.
8. Each Village of Peotone employee shall be given a copy of a statement advising that the unlawful manufacture, distribution, dispensation, possession or use of drugs and alcohol is prohibited and setting forth the sanctions established by this policy.
  9. The Village President or his/her designee shall cause to be developed and implemented immediately, age appropriate, developmentally based drug and alcohol education and prevention programs which address the legal, social and health consequences of drug and alcohol use and which provide information about effective techniques.
  10. A statement shall be included in the Village of Peotone's Personnel Policy Manual or other written statement of rules provided to employees as is appropriate.
  11. The Village President shall review rules and regulations regarding employee conduct and propose to the Board of Trustees any modifications which may be necessary to the same, so as to insure such rules and regulations clearly state that disciplinary sanctions, up to and including termination and referral for prosecution, will be imposed on employees who violate the standards of conduct.
  12. The Village Administration shall insure that employees are given a copy of standards of employee conduct and statement of disciplinary sanctions required, including a statement that compliance with the standards of conduct is mandatory.
  13. The Village Administration shall bi-annually review its drug prevention program to determine its effectiveness and recommend needed changes to the Board of Trustees and ensure that disciplinary sanctions are consistently enforced.

**Section 10.10- Concealed Carry:** Public Act 98-0063 created a new "Firearm Concealed Carry Act" and also amended portions of many other statutes, creating a system whereby Illinois residents can apply for and receive a license to carry concealed firearms.

All property, buildings, or portions of buildings, as well as Village vehicles, owned or under the control of the Village are designated as "Prohibited Areas" for concealed carry licensees to carry their firearm. All Prohibited Areas that are buildings must clearly and conspicuously display a 4"x6" sign on the premises, which states that concealed firearms are prohibited. Signs shall be in accordance with the design approved by the Illinois State Police. The Village Administrator shall determine placement of these signs at all building and restricted parking area entrances. The Village Administrator, or his designee, shall be responsible for the placement and maintenance of the signage.

All employees, regardless of whether they are licensed under Illinois law, are strictly prohibited from carrying a concealed firearm or weapon into any Prohibited Area, and from carrying a concealed firearm or weapon while acting in any capacity in his or her employment with the Village.

A firearm may be transported into a parking area within an employee's personal vehicle if the firearm and its ammunition remain locked in a case out of plain view within the parked vehicle. "Case" is defined as a glove compartment or console that completely encases the firearm and its ammunition, the trunk of the vehicle or a firearm carrying box, shipping box or other container. The firearm may

only be removed for the limited purpose of storage or retrieval from within the trunk of the vehicle. A weapon or firearm must first be unloaded before removal from the vehicle. All employees who are storing their firearm in their personal vehicle, pursuant to Illinois law, must inform Village Manager of the location that their vehicle is parked.

Any employee found to have carried a weapon or firearm onto a Prohibited Area knowingly, or found to be carrying a weapon or firearm under circumstances in which the employee should have known that he or she was in possession of a weapon or firearm, may be subject to discipline up to and including, but not limited to, immediate termination of employment, subject to such other employment rules or regulations as may be applicable.

Any individual visiting or conducting business on Village property found to have carried a weapon or firearm into a Prohibited Area knowingly, or under circumstances in which the person should have known that he or she was in possession of a weapon or firearm, may be banned from Village property.

Any individual found to have carried a weapon or firearm into a Prohibited Area knowingly, or found to be carrying a weapon or firearm under circumstances in which the individual should have known that he or she was in possession of a weapon or firearm, may be subject to administrative action by the Village and possible arrest and prosecution. Violations of this Policy may result in referrals to external law enforcement agencies.

The provisions of this Policy do not apply to the possession of weapons or firearms in any Prohibited Area if the weapon or firearm is carried by a sworn law enforcement officer required to carry a weapon or firearm as a condition of his or her employment.

**Section 10.11- Use of Electronic Communications:** The Village's electronic communication systems, including e-mail and the internet, are intended for business use only. Incidental and occasional use of these systems for non-work purposes may be permitted with the approval of the Village Administrator or department head. Before using these systems for business or personal use, employees must understand that any information that is created, sent, received, accessed or stored in these systems will be the property of the Village, will not be private, and may be subject to a Freedom of Information Act disclosure. If employees are permitted to use electronic communication systems for non-work purposes, the use shall not violate any section of this policy or interfere with the employee's work performance.

Employees should use the same care and discretion when writing e-mail and other electronic communications as they would for any formal written communication. Any messages or information sent by employees to other individuals via electronic communication systems such as the internet or e-mail are statements identifiable and attributable to the Village. Consequently, all electronic communications sent by employees must be professional, comply with this policy, and contain the employees' electronic signature. The Village retains the right to review any communication sent or received through the Villages electronic communications systems.

## **ARTICLE XI: EMPLOYEE DISCIPLINE**

**Section 11.1 - Disciplinary Action for Minor Misconduct:** Any action which the Village Administrator, employee's supervisor, Department Head, Administrative Oversight Committee or the Village President and Board of Trustees deems to be a minor misconduct will result in a verbal or

written reprimand. All written reprimands will be placed in the employee's personnel file. Employees have the right to attach statements to their reprimands explaining their position on the matter. All documentation relating to formal disciplinary action will be kept on file for at least two years following termination, resignation or retirement of an employee.

Actions, such as occasional tardiness, lengthy meal and rest breaks and other minor breaches of Village policy will be considered as minor misconduct. First offenses in these circumstances will usually be considered as minor; however, frequent violations of the intent of the act may be considered as serious. The Village reserves the right at all times to determine the type of misconduct and the degree of discipline provided.

**Section 11.2 - Disciplinary Action for Serious Misconduct:** Any action which the Village Administrator, employee's supervisor, Department Head, Administrative oversight committee or the Village President and Board of Trustees deems to be serious misconduct could result in the suspension without pay of the employee who committed the misconduct or termination. An employee accused of such misconduct will first be suspended with pay. The Village Administrator or designee will conduct a hearing to allow the employee to present their story. If the Village Administrator determines the employee committed the misconduct in question, the employee will be suspended without pay for a period determined by the Village Administrator or their Department Head or referred to the Board for termination. Administrative oversight committee All decisions to suspend employees without pay are subject to review by the Village President and Board of Trustees. The Village reserves the right to discharge the employee if, in the judgment of the Village President and Board of Trustees, the conduct for which the employee was suspended warrants the employee's discharge. Suspension shall generally be limited to a period of no more than sixty (60) days.

The Village President, with the consent of the Board of Trustees, may dismiss any employee. In the event that a dismissal is for unsatisfactory performance, a performance report, with written notification stating the details of the unsatisfactory performance, must be filed by the Department Head, Administrative Oversight Committee or the Village President and Board of Trustees with the employee prior to the effective date of the dismissal. (All facets of Section 11.4 in reference to the appeal process must be followed here.) The Village shall also conduct a hearing to allow the employee in question a chance to present their story following the procedures outlined in Section 11.4. After the process has been completed, an employee can be dismissed without further recourse. Reasons for dismissal may include, but are not limited to, serious inefficiency, continued tardiness, intoxication, insubordination, incompatibility, dishonesty, committing a felony or for other reasons as determined by the Village President and Board of Trustees in its sole discretion.

**Section 11.3 - Demotions:** The Village Administrator, Department Head and/or the Administrative Oversight Committee, with the concurrence of the Village President and Board of Trustees, may demote an employee to a lower paid classification if they deem the employee is not meeting the job requirements of the employee's present position, because of misconduct, job performance or if at the request of the employee.

- A. Employees on probation as a result of a promotion to a higher classification, whose performance in the higher classification is deemed unsatisfactory by the Department Head during the probationary period, generally will be returned to the classification and pay step from which they were promoted or will be placed in another available position.

- B. When an employee is demoted, the employee will receive the salary in the classification to which the employee is demoted.
- C. The Department Head will try, insofar as they deem possible, to give employees written notice before demoting the employee. Employees who have satisfactorily completed their probationary period in the position from which they are demoted may appeal their demotion in accordance with the grievance procedure set forth in this manual.

**Section 11.4- Grievance and Grievance Procedure:** A grievance is defined as and is limited to a complaint by an employee that there has been a violation, misinterpretation or misapplication of a specific provision of this policy manual. The employee who participates in the grievance process shall not be subject to disciplinary action or reprisal because of such participation. Conferences held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons entitled to attend. If a grievance is not presented within the time limits set forth below, it will be considered "waived."

- A. The Village recognizes that every employee of the Village has a right to be treated fairly in all matters arising out of their employment with the Village. However, since the Village reserves the right to set salaries and otherwise provide for the compensation of the employees of the Village, which power is non-delegable, any differences in compensation between employees shall not be grounds for any unfair treatment, complaint or grievance. It is further recognized that it is in the best interests of the employee and the Village that each employee can be heard fully at any time they feel the right to fair treatment has been violated. It is the Village's policy that there be, always, full and free discussion of employment matters between employees and supervisory personnel, since many grievances are the result of misunderstandings and lack of communication. However, the Village retains the rights in accordance with applicable law to do the following:
  - 1. Direct employees of the Village in performance of their duties.
  - 2. Hire, promote, determine compensation, transfer, assign and retain employees in positions within the Village and to suspend, demote, discharge or take disciplinary action against such employees.
  - 3. Take the necessary means to achieve the proper purposes of the Village in emergency situations.
- B. A grievance filed by an employee must:
  - 1. Be clearly defined and within control of the Village President and Board of Trustees.
  - 2. Arise out of an act, or failure to act, by the management of the Village and be directly related to the employee's working conditions or employment relationship.
  - 3. State the relief being sought and such relief must be within the authority of the Village to grant.

- C. Any regular, full-time or non-probationary employee who wishes to appeal ANY disciplinary action other than termination by the Village Board of Trustees, including written reprimands, must within ten (10) business days after being notified of disciplinary action, submit to the Village Administrator a short written statement outlining the employee's reasons for appealing the action. If the employee takes no action within ten (10) business days of being notified of the disciplinary action, then the employee forfeits the right to appeal the discipline and the disciplinary action shall stand.
  
- D. The Village Administrator will forward any timely filed written appeal to the Village President and Board of Trustees. The Village President and Board of Trustees will review timely filed, written appeals and may meet with the employee. The employee will be notified of the Village President and Board of Trustee's decision after such decision has been made.

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

STEP 1: The employee must submit a short written notice of grievance describing the complaint to their supervisor and/or Village Administrator within ten (10) business days of the time the employee first became aware or should have become aware of the incident or situation giving rise to the grievance. The employee's immediate supervisor and/or Village Administrator will, within five (5) business days of receipt of the written notice of grievance, meet with the employee to discuss the problem. If the employee is satisfied with the solution offered by their immediate supervisor and/or Village Administrator, the grievance is ended. If a supervisor and/or Village Administrator fails to meet with the employee, or the issue is not resolved, the employee may then, within five (5) business days of originally submitting the grievance, proceed to STEP 2 of the grievance procedures, or the grievance is ended. To proceed to Step 2, the employee must set forth the grievance in writing stating relevant facts and the relief requested and deliver the written statement to the Village Administrator or Department Head for delivery to the Board of Trustees.

STEP 2: Upon receipt of this written appeal from the Village Administrator or Department Head, the Village Board of Trustees shall consider the appeal, at its next regularly scheduled meeting at which meeting the employee may appear and present information to the Board. The Board will issue a written decision to the employee within ten (10) business days. The decision of the Board will be final and unreviewable.

## **ARTICLE XII: ADMINISTRATIVE POLICIES**

**Section 12.1 - Employee Suggestions:** The Village of Peotone is desirous of providing efficient Village services and actively solicits the suggestions of all Village Officials and employees. Employee suggestions should be submitted to their Department Head, Administrative Oversight Committee and/or Village President. All suggestions will be acknowledged in writing and will be given thorough consideration. If an employee's idea or suggestion is implemented, the employee will receive written recognition and a copy of this recognition shall be placed in the employee's personnel file.

**Section 12.2 - Travel Policy:** The Village will pay reasonable expenses for Department Heads and other employees who make trips on Village or professional business. Such expenses must be approved by the Department Head or by the Village President, if the travel expense is for a Department Head. The Village reserves the right to waive certain restrictions on travel expenses when situations warrant.

Employees and Department Heads should obtain receipts for expenses accrued on official business. Receipts are specifically required to obtain reimbursement for hotel accommodations, airline or travel charges, official conference fees, dinner charges and any other individual expense. Receipts should be attached and submitted with an itemized expense statement within five (5) business days after the travel expense was incurred. The Village President, with the concurrence of the Board of Trustees, shall have the authority to establish reasonable per diem costs in lieu of requiring specific receipts.

- A. If an employee uses his or her own personal vehicle for Village business and such use received prior approval of the employee's Department Head, then the employee shall be eligible to receive compensation for such use, based on mileage, at a rate as determined annually by the Village, which should be comparable to that rate set for State of Illinois' employees. This compensation shall also require Department Head approval.
- B. In cases where a travel advance is required, a request must be made to the Chair of the Administrative Oversight Committee with prior approval by the Department Head or Village President in time for inclusion on the listing of bills for approval by the Village Board. The amount of the travel expense should be substantiated in advance by an estimate of the expenses, which shall include, if applicable, hotel and air fare costs.

**Section 12.3 - Uniforms:** Employees in certain departments are required to wear uniforms as assigned while on duty or acting as a representative of the Village. Departmental policy shall specify when uniforms and proper attire are necessary.

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

**Section 12.4 - False Information:** The Village Administrator, Department Head, the Administrative Oversight Committee and/or Village President and Board of Trustees may take appropriate disciplinary action against any employee who knowingly provides false information concerning any Village business. Employees must realize that the Village considers providing false information a serious offense.

**Section 12.5 - Personnel Records:** All Village employees, past or present, may request to inspect any documents contained in the employee's files, including but not limited to those which relate to determining the employee's qualifications for employment, promotion, additional compensation, discharge or other disciplinary action in accord with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.



The employee will not be permitted to remove any document from the personnel file. However, the employee may request copies of the information contained in the file. Employees are expected to pay for the expense for such copies, if the number exceeds one copy of each document.

Should an employee disagree with the information contained in their personnel file, a removal or correction of that information may be mutually agreed upon by the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position as to the disputed portion of the personnel record, which then becomes a part of their personnel record.

All original personnel records for Village employees will be kept in one central location with the Village President or his/her designee named as custodian of such records. Auxiliary copies of personnel records may be maintained by each Department Head but are not considered the official personnel file.

**Section 12.6 - Failure to Work due to Exceptional Circumstances:** During any type of exceptional natural emergency which occurs on a normal work day, as determined by the Village President and Board of Trustees, i.e. snow, flood, etc. a Village employee should report to work unless specifically directed by their Department Head not to report. If an employee does not report to work or is unable to report to work during such emergency, with authorization from their Department Head, the hours lost will be deducted from either sick leave, vacation days, personal days or from any other authorized accrued time at the employee's discretion. If no such time is available to the employee, the hours lost will be deducted as time without pay.

**Section 12.7 - Work Requirements During Inclement Weather:** The Department Head may alter the employee's work assignments during extreme weather conditions to minimize employee exposure. However, if it is determined that the health, safety and welfare of the Village is threatened, employees shall perform assigned duties regardless of weather conditions. The employee's health and welfare should not be put in jeopardy at any time.

**Section 12.8 - Residency Requirements:** All regular, full-time employees must live within a thirty-five (35) mile radius of the Village of Peotone.

**Section 12.9 - Fire Calls:** Employees who are volunteers of the Peotone Fire Protection District shall be permitted to respond to all calls upon notification to their supervisor and permission is given by their supervisor. If it is determined that such call involves station standby for the employee, the employee must return to work within fifteen (15) minutes of the call and will be permitted to respond to additional calls should they occur following the same above procedure. In station standby situations, the employee will not be required to leave the Village limits.

**Section 12.10 - Employee Performance Appraisals:** Employee performance appraisals will be held annually during the month of February. Other performance reviews or conferences may take place during the year as needed. This can be requested by a Village Administrator

Department Head, Village President, Trustee, Administrative Oversight Committee or by an employee to chart progress during the year.

The purpose of the performance appraisal is to provide direction in employee development.

Employees need an indication of how well they are meeting expectations, contributing to the Village and how job performance may be improved. The goal of the appraisal is to build a better understanding between the employee and the supervisor, clarify mutual objectives, provide a feeling of satisfaction about their contribution to the department and the Village and provide a tool in rating the overall employee performance.

Each employee's performance appraisal will be done by their Department Head or in the case of Department Heads, by the Village Administrator, Village President or appropriate Board Committee.

Procedures: Employee performance appraisals will take place during the month of February. The actual appraisal forms with instructions will be distributed to Department Heads and appropriate Committees during the month of January. During January, the Department Heads and Committees will fill out the appraisal forms and prepare for the employee appraisal meetings in February. At the conclusion of the appraisal process, the appraisal forms will be submitted to the Administrative Oversight Committee for review. Following a review of the appraisal and recommended salary adjustment, the Administrative Oversight Committee will meet with the full Board presenting the recommended salary adjustments for all employees. Following Board approval, Department Heads and appropriate Committees will meet with their employees for the salary review process. The salary review process will take place during the month of March.

During the salary review process, the employee will be informed as to any salary adjustments to be made based on the employee's performance appraisal.

Should an employee not agree with the performance appraisal or the salary review, that employee can appeal to the Administrative Oversight Committee. The employee may request a meeting with the Administrative Oversight Committee to further discuss the appraisal or salary review. The Committee will also meet with the Department Head. The Committee will issue a written report on their findings within thirty (30) days of the employee request. Both parties will receive a copy of their findings and a copy will be filed with the appraisal in the employee's personnel file. This report will also be considered along with the appraisal during salary reviews. Following this appeal process, if the employee is still not satisfied, the employee can appeal to the Village President for a final decision. Salary adjustments resulting from the appraisal process will take effect with the first pay period in April.

Performance Appraisal Form Procedures: The appraisal form will be used to evaluate employee's work performance in relation to current job requirements. Performance will be rated by checking performance related rating boxes and assigning points based on the rating scale. Comments may also be made. Employees will be rated on various categories of professional skills, interactive skills, administrative skills and performance expectations. Employees will also be rated on previously established goals. An overall rating will be computed. Also, comments will be made for significant accomplishments and contributions, major strengths, major areas of improvement and suggested training and development activities.

In addition, performance objectives will be outlined for the next year. Following the appraisal, the evaluator will sign and date the appraisal form. The employee then has the option to make comments and then sign and date the form. At this point, the Department Head or Committee will forward the form on to the Administrative Oversight Committee for review and if needed, a meeting date will be set should an appeal be desired.

## ARTICLE XIII: SEPARATION FROM VILLAGE EMPLOYMENT

**Section 13.1 - Layoffs and Recalls:** Whenever it becomes necessary to reduce the number of employees in any given class, the Department Head concerned shall prepare, for the Administrative Oversight Committee, a list of those employees to be laid off or reassigned which is to be submitted to the Village President and Board of Trustees for approval.

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

When the Village determines to lay off employees, Department Heads generally will, insofar as the Village deems possible, consider the following criteria: an evaluation of each employee's skills, abilities, qualifications and work performance in relation to other employees in the class. Seniority is controlling where skills, abilities, qualifications and performance factors are substantially equal.

- B. The Village will try, so far as it deems possible, to give preference to employees laid off due to a reduction in force in filling positions which subsequently open and for which the employee is qualified.
- C. In order to assist in the orderly and easy transition into other employment, the Village will attempt, so far as it deems possible, to give employees thirty (30) days' notice of an impending reduction in forces.
- D. Seniority shall be defined as an employee's length of continuous, full-time service with the Village of Peotone.
- E. Employees in a class by virtue of promotional appointment may request demotion to a class from which promoted in lieu of layoff. No employee so demoted shall displace a permanent or probationary employee except in the order of seniority, as defined above.

**Section 13.2 - Retirement:** An employee, regardless of age, is not required to retire unless the employee cannot physically or mentally perform the duties assigned to their position. An employee should inform their supervisor or Department Head at least thirty (30) days prior to the date of their intended retirement, to permit proper time for the filing of necessary paperwork and for the search of a replacement.

**Section 13.3 - Resignation:** Employees absent without leave authorization or notification to the Village for more than three (3) consecutive workdays shall be deemed to have resigned, unless extraneous circumstances have occurred.

Any employee wishing to leave the Village service in good standing shall file with the Department Head a written resignation stating the reason or reasons for leaving and giving at least ten (10) working days' notice.

Failure to comply with these procedures may be cause for denying the person future employment with the Village.

EMPLOYEE ACKNOWLEDGMENT FORM

I acknowledge having received a copy of the Village of Peotone Personnel Manual approved on April 13, 2020. I understand and agree that this Manual is not an express or implied contract of employment and does not create any rights in the nature of an employment contract. I understand and agree that, unless I am the subject of an employment contract or a collective bargaining agreement, I am an employee at will who can be terminated at any time, with or without cause and with or without notice.

I agree to read and become familiar with the contents of this Personnel Manual, to keep my Personnel Manual for future reference and to observe present and future Village personnel policies, standards and rules outlined in this Manual. I understand that my employment relationship is subject to the terms of this Manual and the direction of my supervisor(s). Furthermore, I understand that this Manual will be reviewed periodically by the Village and that the Village reserves the right to alter, amend, modify or terminate any benefits, or provisions contained in this Manual at any time it chooses with or without notice to me. I also understand and acknowledge that this Manual incorporates the terms and conditions of my employment and supersedes any and all past Manuals, handbooks, policies, procedures, understandings and standards, written and verbal, express or implied, except where an employment contract or collective bargaining agreement is applicable.

I further understand and acknowledge that no one except the Village Board can alter or change, verbally or otherwise, any of the provisions contained in this Manual and that any changes in this Manual can only be made by the Village Board in writing.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Printed Name**

**VILLAGE OF PEOTONE**

**ORDINANCE NO. 23-17**

**AN ORDINANCE APPROVING PAID LEAVE BENEFITS  
REQUIRED FOR VILLAGE EMPLOYEES AND MAKING CERTAIN CHANGES TO  
THE VILLAGE OF PEOTONE PERSONNEL POLICY MANUAL**

**WHEREAS**, the Village of Peotone (“Village”) is a non-home rule unit of local government as provided by Article VII, Section 7 of the Illinois Constitution of 1970: and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/10-4-1, municipalities are granted the authority to “provide by ordinance in regard to the relation between all municipal officers and employees in respect of each other, the municipality, and the people;” and

**WHEREAS**, on March 13, 2023, Governor J.B. Pritzker signed into law Public Act 102-1143, titled the Paid Leave for All Workers Act (the “Act”) (820 ILCS 192/1 *et seq.*) establishing “a minimum paid leave standard for all workers in Illinois,” with certain exceptions; and

**WHEREAS**, the Act takes effect on January 1, 2024, and applies to State and local government employers within Illinois, except school districts and park districts;

**WHEREAS**, the mandatory paid leave standard required by the Act constitutes an unfunded mandate on the Village pursuant to the State Mandates Act, 30 ILCS 805/1, *et seq.*; and

**WHEREAS**, the General Assembly incorporated language into Section 15(p) of the Act, 820 ILCS 192/15(p), which expressly provides that “[t]he provisions of this Act shall not apply to any employer that is covered by a municipal or county ordinance that is in effect on the effective date of this Act that requires employers to give any form of paid leave to their employees, including paid sick leave or paid leave;” and

**WHEREAS**, Section 15(n) of the Act, 820 ILCS 192/15(n), further provides that “[n]othing in this Act shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in effect on January 1, 2024. After that date, requirements of this Act may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms;” and

**WHEREAS**, the current Village of Peotone Personnel Policy Manual (the "Personnel Policy") has been in place since 1993, has been amended from time to time, and, because the Village has long recognized the importance of paid leave for workers, requires that certain classes of Village employees be provided with various types of paid leave, including vacation leave, sick leave, holidays, and personal days, as well as additional types of paid leave; and

**WHEREAS**, the President and Board of Trustees of the Village find that it is in the best interests of the Village, its employees and its residents to maintain the quality of the benefits package currently available to the Village employees and to adopt and affirm by ordinance, prior to the effective date of the Act, the Village's current paid leave policies requiring paid leave for Village employees, to make certain amendments relative to leave to the Personnel Policy, as set forth below, and to expressly affirm that the provisions of the Act do not apply to the Village's employees.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

**SECTION 1: Recitals.** Each whereas paragraph set forth above is hereby incorporated by reference into this Section 1.

**SECTION 2: Affirmation and Adoption of Paid Leave Policies.**

- A. Pursuant to the Illinois Municipal Code and Sections 15(p) and 15(n) of the Paid Leave for All Workers Act (the "Act"), the Village hereby affirms and adopts its existing paid leave policies, as set forth in the Village's existing Personnel Policy, and the amended paid leave policies and other Personnel Policy amendments attached hereto as **Exhibit A** and incorporated herein (collectively, the "Paid Leave Policies"), which may be further amended from time to time in compliance with law, as the required paid leave benefits for its employees, except as otherwise provided in a currently-existing collective bargaining agreement. The Village Personnel Policy is hereby amended by adding to, amending and replacing certain of its provisions with the amended provisions attached hereto as **Exhibit A**.
- B. Pursuant to Section 15(p) of the Act, the Village expressly affirms that the provisions of the Act shall not apply to the Village's employees. This Ordinance governs and supersedes all provisions of the Act impacting the employment relationship between the Village of Peotone and its employees.
- C. Pursuant to Section 15(n) of the Act, the Village hereby affirms the paid leave benefits included in the respective and currently existing collective bargaining agreements to which the Village is a party. Nothing in the Act or this Ordinance shall be deemed to affect the validity or change the terms of the currently existing collective bargaining agreements. To the extent the terms of any collective bargaining agreement conflict with the Village's Paid Leave Policies, the terms of the collective bargaining agreement shall prevail.

D. No additional obligations with regard to mandatory paid leave, including without limitation, any obligations adopted under the Act by the State of Illinois, shall apply to the Village in its capacity as an employer, except those required by federal or State of Illinois laws and regulations preempting the Village's authority.

**SECTION 3: Severability.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph shall not affect any of the other provisions of this Ordinance.

**SECTION 4: Repealer.** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 5: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in the manner required by law.

**ADOPTED** this 11th day of December, 2023, pursuant to a roll call vote as follows:

**AYES:** Hudson, Marevka, Richards, Sandberg, Sluis, Strba

**NAYS:** 0

**ABSENT:** 0

**APPROVED** by me this 11th day of December, 2023, and attested to by the Village Clerk this same day.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

**ATTEST:**

  
\_\_\_\_\_  
VILLAGE CLERK

## EXHIBIT A

### ADDITIONS AND REVISIONS TO CERTAIN SELECTION PROVISIONS OF THE VILLAGE OF PEOTONE PERSONNEL POLICY

(NEW TEXT TO BE ADDED TO THE PERSONNEL POLICY INDICATED BY  
UNDERLINING, AND DELETIONS TO EXISTING TEXT INDICATED BY  
~~STRIKETHROUGH~~)

#### ARTICLE II: APPOINTMENTS AND PROMOTIONS

\*\*\*

**Section 2.4 - Probation:** The first six (6) calendar months of employment with the Village, or the first six (6) calendar months after a promotion, is a probationary period except for Police Officers. Police Officers shall have a ninety (90) day waiting period for purposes of receiving Personal Days per Section 6.4 or Paid-Time Off per Section 6.6, as applicable, a six (6) calendar month probationary period for purposes of all other benefits, and a one (1) year probationary period for all other purposes. If the employee proves capable after the probationary period, they will be classified as a regular employee. The Village retains the right to terminate probationary employees or to extend the probationary period if deemed necessary.

#### ARTICLE VI: LEAVE TIME

\*\*\*

**Section 6.4 - Personal Days:** Each regular, full-time employee is entitled to three (3) personal days per calendar year provided the employee has completed ~~six (6) months~~ ninety (90) days of employment with the Village.

The employee must notify their Department Head of the planned use of a personal day at least twenty-four (24) hours in advance and receive the Department Head's approval. Personal days may be taken in partial increments with the approval of the Department Head. The use of a personal day, if at all possible, shall not result in a situation whereby overtime is created. There is no accumulation of personal days and pay is in accordance with the Fair Labor Standards Act.

\*\*\*

**Section 6.6 – Paid Time Off:** Each part-time employee is entitled to up to forty (40) hours of personal time per calendar year, earning one (1) hour of personal time for every forty (40) hours worked. Personal time may be used provided the employee has completed ninety (90) calendar days of continuous employment.

Personal time can be used for any reason but should be requested in advance. The Department Head may deny personal time based on operational need. The accrual and



use of personal time is capped at forty (40) hours per year. Unused personal time is not paid to an employee upon separation.





## Board of Trustees Memo

**TO:** Peter March, Mayor  
Village Board of Trustees

**From:** Nick Palmer, Village Administrator

**Date:** September 16, 2024

**Subject:** Cleaning & IT Service Contracts

**For Agenda:** AOC Committee – Sept. 18, 2024

Administrator sign off: *MP*

**Agenda item:**

**Cleaning & IT Service Contracts**

**Background:**

The Village of Peotone relies on many professional service contracts to provide necessary services to support the operations of the Village. With a smaller number of Village staff, it is often more financially prudent to utilize a consulting arrangement rather than hiring permanent staff to provide many of these services.

As the new Village Administrator, the elected officials requested an initial review of some of these contracts and recommendations on alternatives.

Regarding cleaning services, the Village utilizes Clark Cleaning Services, Inc. This contract began as a once-a-month service for \$400 per cleaning. At some point, this amount was increased to \$500 per cleaning and the frequency was increased to two times per month. Thus, the monthly cost is now \$1,000. The FY 25 budget has \$4,800 in programmed for these services.

Regarding IT services, the Village contracts with Leading IT (formerly Duratech) for a variety of technology services. This includes general email services, server monitoring, cyber protection, website hosting and updating, and many other IT needs. Maintaining a functional IT platform is critical to the effectiveness and efficiency of the delivery of Village services. I would like to discuss some things that I have learned in my initial weeks as Village Administrator. I would recommend further research and discussion of the IT services at a future AOC committee meeting.

**Fiscal impact:**

No new impact currently.

**Board action:**

Following a discussion of these professional service contracts, the Village may want to consider seeking new bids for service for cleaning services or consider using existing Village staff to provide this work.