

CHAPTER 11

EMPLOYEE CODE

ARTICLE I – EMPLOYEE HANDBOOK

11-1-1 **PREFACE.** This book and its contents are to be used as a guideline for the hiring, employment and termination of all Village employees. The Mayor and Village trustees believe that all employees should be given the opportunity to show their capabilities, to govern their own actions and perform the duties that are necessary to maintain a clean and efficiently operating community.

Whenever any future Village Board or majority of trustees votes and approves changes or amendments to this handbook those changes will be observed. All updated pages are to be given to all employees for their records.

The Mayor, with guidance from the Village Board, will supervise the Police, Streets, Sewer and Water Departments as well as the Village Clerk, Village Treasurer and the Zoning Administrator. Municipal employees will follow the directions of the Mayor and their supervisors. This Village shall use and follow all state and federal guidelines for equal opportunity employment. All Village trustees should assist employees in working safely and efficiently in the best interest of this Village.

The Human Resources Committee should be utilized in all areas of an individual's employment at the Village. This committee is also available for any employee that wishes to address any work-related topics. This committee and its members will not conduct business or change employee status without the prior approval of the Board.

11-1-2 **EMPLOYMENT POLICIES.** The contents of this handbook are presented for your information. While we fully intend to continue offering the benefits and policies as written, the Village reserves the right to change or revoke them, permanently or temporarily, if it is in the best interest of the Village to do so.

Understandably, this booklet does not explain all the different areas of your position detail by detail. Additional information concerning your position may be found in the Village's Code of Ordinances. If you should have a question that is not clarified by the information presented in this booklet, please contact your supervisor or the Mayor.

11-1-3 **EMPLOYMENT AT-WILL.** Unless employed under a separate employment contract or is an appointee pursuant to the Village Code of Ordinances, employees of the Village are employed 'at-will'. This means that both the employee and the Village are free to terminate the employment relationship at their discretion. Nothing in this Handbook or in any of the Village's Ordinances, policies, practices, or representations to or about its employees is an express or implied contract. No representative, other than the Mayor acting pursuant to the authority of the Village Board of Trustees, has the authority to alter this relationship. Any alteration in the relationship so authorized must be approved by the Village Board of Trustees in writing to be effective.

11-1-4 **EQUAL EMPLOYMENT OPPORTUNITY.** Employees of the Village shall be afforded a working environment, free of discrimination or intimidation whether based on race, sex, color, religion, age, national origin, sexual orientation, disability, veteran status or any other protected group status as defined by federal, state and/or local laws.

11-1-5 **AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY.** All personnel actions will be handled on a merit basis without regard to race, sex, color, religion, age, national origin,

sexual orientation, disability, veteran status or any other protected group status as defined by federal, state and/or local laws.

It is the intent that the implementation of this policy concerns any term or condition of employment, including decisions on hiring, promotion, compensation, benefits, discipline or education assistance.

11-1-6 **AMERICANS WITH DISABILITIES ACT (ADA).** The Village is committed to providing reasonable accommodations to enable qualified employees with disabilities to perform the essential functions of their jobs. Depending on the circumstances, reasonable accommodations may include modifying the work environment, making facilities accessible, restructuring a job, adjusting work schedules, granting leave, or other measures.

Any employee who believes he or she needs accommodation based on disability is responsible for bringing the matter to the attention of the Mayor. The employee may be required to provide medical documentation establishing the existence of a disability, any job-related restrictions, and the estimated length of time for which accommodation is needed. The Village will keep all medical information confidential to the greatest extent practicable.

11-1-7 **GENERAL EMPLOYMENT QUALIFICATIONS.**

(A) Must be **eighteen (18) years** of age (or **twenty-one (21)** where specified).

(B) Must have a high school diploma or GED.

(C) Be a U.S. citizen or naturalized citizen.

(D) Valid Illinois driver's license and special weight class when required. Any new employee who has an out-of-state license, has **ten (10) days** to get an Illinois license and full-time employees must have their CDL within **sixty (60) days**.

(E) Physically able to perform job requirements and duties.

(F) Must be able to work weekends, nights or holidays when necessary.

(G) Some employees may be required to have and maintain a specialty license.

(H) Must pass a drug screen, background check and a criminal background check.

(I) Any employee who fails to meet one or more of the guidelines is subject to disciplinary action and/or termination.

11-1-8 **PROBATION PERIOD.** All employees are required to successfully complete a probation period that will begin the first day of their employment with this Village. The probation program will consist of a **six (6) month** probationary period. The probationary period may be extended by the Village Board upon recommendation of the employee's immediate supervisor or the Mayor. Full-time employees will be eligible for any benefit programs such as health insurance, life insurance or sick leave after **thirty (30) days**. At the end of the probationary period the supervisor and a trustee will conduct an evaluation and fill out the enclosed evaluation form. Evaluations will be performed annually thereafter by the supervisor of each department.

Employees will be notified and given a copy of the results of this evaluation and any actions (positive/negative) that will be taken. This includes extension of probation or termination.

Temporary or seasonal employees may not be required to meet all of these qualifications.

11-1-9 **NON-HARASSMENT POLICY.** The Village will not tolerate harassment based on any legally protected status or characteristic and will take appropriate measures to prevent and/or stop any such harassment. Any individual who is aware of any conduct that may

violate this policy should promptly report the conduct using the complaint procedure described below. Any employee who violates this policy may be subject to disciplinary action, including possible termination of employment.

11-1-10 **PURPOSE.** Our employees, residents, guests, visitors, and other persons have the right to a work environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. The purpose of this policy is to clearly state and reaffirm the Village's longstanding commitment to an environment that is free of unlawful discrimination, including harassment, on the basis of any legally protected status. Everyone is responsible for assuring that the workplace is free from prohibited discrimination and harassment and is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited discrimination or harassment.

11-1-11 **SCOPE.** This policy applies to protect all employees, residents, guests, visitors, and other persons acting on behalf of the Village at any location.

11-1-12 **PHILOSOPHY.** The Village believes that every employee must be treated with dignity and respect regardless of race, sex, color, religion, age, national origin, sexual orientation, disability, veteran status or any other protected group status as defined by federal, state and/or local laws. Accordingly, the Village will not tolerate harassing conduct, whether verbal, physical or visual, that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Conduct of this sort is prohibited by this policy without regard to whether the conduct would violate applicable laws.

11-1-13 **BENEFITS IN GENERAL.** The benefits that the Village provides to its employees are subject to change at any time. No part-time or temporary employee shall receive any paid benefits. Retirement benefits are available to all regular employees that are not classified as on-call personnel. Please refer to the current year's Specific Plan Details for any particular insurance benefit.

11-1-14 **OVERTIME.** NO overtime EXCEPT in the case of an emergency situation (i.e., water main break, plowing snow, equipment failure and power outage). Approved overtime will be paid as specified in the Fair Labor Standards Act.

11-1-15 **INSURANCE BENEFITS.** Each full-time employee shall be eligible for health insurance benefits. **One hundred percent (100%)** of the employee's premium will be paid by the employer. Full-time employees may add spouses and children to their health insurance policy at their own expense.

The Village will pay for a term life insurance policy for all full-time employees.

11-1-16 **PAID HOLIDAYS.** Paid holidays are as follows:

New Year's Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving

Day after Thanksgiving
 ½ day Christmas Eve
 Christmas Day

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

11-1-17 PAID TIME OFF (REVISED March 17, 2025). The Paid Leave for All Workers Act (PLAWA) allows workers to earn up to **forty (40) hours** of paid leave from work each year. Workers can use paid leave for any reason and employers may not require workers to provide a basis for their time off request. Workers earn **one (1) hour** of paid leave for every **forty (40) hours** they work. If an employer has an existing policy, certain exceptions may apply.

Full-time employees will earn paid time off (PTO) at a rate of **1.25 days** per month for a total of **fifteen (15) days** Paid Time Off per year.

Earned paid days off may be taken after the **thirty (30) day** benefit probation period.

PTO is based on the calendar year and must be used in the year earned. PTO may not be rolled over or accumulated. All employees must make the request for PTO in writing no less than **fifteen (15) days** in advance.

In the event of an employee leaving, PTO for the current year will be prorated according to the anniversary of their hiring date. If unearned PTO has been taken, then the final paycheck will be reduced accordingly.

PTO is paid by the Village and will be earned as listed below:

- 0-30 days 1.25 days accrued per month that may be taken after the 30-day benefit probation period.
- After 30 days 1.25 days PTO per month up to 15 per year.
- 1+ years 1 additional day of PTO added each year for 5 years

11-1-18 BEREAVEMENT LEAVE. In the unfortunate event that you have a death in the immediate family you are allowed time not to exceed **three (3) days** off as excused paid absence. The immediate family under the Village’s policy includes father, mother, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandfather and grandmother of both the employee and spouse.

Up to **one (1) day** off as an excused paid absence may be allowed in the event of the death of a relative who is not a member of the immediate family as defined above.

When no extensive travel is necessary, it is anticipated that a lesser amount of time may be used.

11-1-19 JURY DUTY. An employee will be granted court leave if legally served with a summons or subpoena to serve on jury duty or appear for a court proceeding but not for a voluntary appearance on his/her own behalf. An employee who serves on jury duty or is a witness will receive the difference between court pay and full salary. When not empaneled, an employee must obtain a statement of attendance and earnings from the court and submit it to your supervisor.

11-1-20 MILITARY LEAVE. Any Village employee who enters into active duty in the Armed Forces of the United States will be granted military leave of absence without pay. An individual returning from active duty will be rehired into the same or equivalent position held with the pay, benefits and accrued leave as the individual would have had if he/she had not been absent, provided:

- (A) The employee presents to the Village with a copy of a certificate of satisfactory completion of military service;

(B) The employee applied to the Village for reemployment into the former position within **ninety (90) days** of discharge; and

(C) The Village's available funds reasonably permit rehiring of the individual.

An employee who has an annual military obligation will be granted **two (2) weeks** per year of leave without pay and without charge to accrued leave time. Employees who leave to perform military service in the National Guard or Reserve will be placed on leave without pay for the duration of the period of active duty and will be reassigned as set forth above, upon release from active duty. When vacation allowances are computed, the original date of employment will be used. All insurance coverage will be reinstated immediately upon reassignment.

11-1-21 ELECTRONIC COMMUNICATIONS. Any electronic communications created or received by employees of the Village or other authorized user of the Village resources are the sole property of the Village. Emails, text, phone messages are considered electronic communications and should not be deleted by employees even in the case of termination of employment.

Village email addresses are to be used solely for Village business and not for personal use. Communications should always be of a professional nature. You are representing the Village.

Village employees should not speak to the media on behalf of the Village without Mayor and Board permission.

11-1-22 VEHICLE POLICY. No one other than Village employees, trustees or Mayor may drive or ride in/on any Village equipment such as trucks, tractors, mowers, etc. Village equipment is not to be used for personal use, i.e. trucks, mowers, etc.

Village employees may only use their personal vehicle during work hours with the permission of the Mayor and assume all liabilities for accident or injury.

11-1-23 HUMAN RESOURCES COMMITTEE. The Human Resources Committee will consist of two trustees, of which one shall serve as the committee chairperson. A member of the committee should give an activity report at each board meeting so that all members can stay informed of its actions. The Mayor shall approve any special or emergency committee meeting and its agenda. Minutes will be recorded and kept on file for future need or reference. All documents that pertain to an employee shall be made in duplicate form; the original shall be placed in the employee file and the other is to be given to the employee for their records.

11-1-24 TERMINATION OF EMPLOYMENT. Your employment with the Village is employment at-will and does not represent a guarantee of permanent or career employment. If you decide to leave our employment, we request that you provide at least **two (2) weeks'** notice to the Mayor in writing. You are expected to return all Village property (credit cards, keys, equipment, etc.) prior to completing your last day of work.

11-1-25 POLICY PROHIBITING SEXUAL HARASSMENT. (See Chapter 22 – Article VII)

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge receiving a copy of the 2022 edition of the Village of Illiopolis Employee Handbook on the date written below. I agree to read the Handbook, study its contents, and follow its policies and procedures.

I understand and acknowledge that I am employed at-will, meaning that I may resign from employment for any reason at any time, with or without cause or notice, and that the Village may terminate my employment for any reason at any time, with or without cause or notice. I understand that this description of my employment relationship with the Village (employment at-will) supersedes any earlier oral or written representations or statements that may have been made to me. I also understand that the fact that I am employed at-will cannot be changed by any representative of the Village except by its Board of Trustees, who may do so only in a written agreement signed by both parties.

I understand that the Handbook replaces and supersedes any previous employee handbooks, manuals and other similar documents that I may have received from the Village. I also understand that it is distributed as a guide and summary of the Village’s current policies, procedures, and guidelines, any of which may be changed or revoked by the Village at any time with or without notice to employees.

I understand that neither the Handbook nor any of the Village’s policies or procedures is an express or implied contract.

Employee’s Signature

Date

Employee’s Name (Printed)

APPENDIX "A"
VILLAGE OF ILLIOPOLIS
DISCIPLINE

Section 1 – Definition.

A. The employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

1. Oral reprimand;
2. Written reprimand;
3. Suspension (notice to be given in writing); and
4. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed **forty-five (45) days** after the completion of the pre-disciplinary meeting.

B. Examples of "just cause" for discipline include, but are not limited to, the following:

1. Excessive tardiness;
2. Excessive absenteeism;
3. Falsifying application or records;
4. Carelessness in handling Village equipment;
5. Sexual harassment;
6. Illegal use of sick or other leave;
7. Dishonesty;
8. Uses of or being under the influence of illegal drugs on the job;
9. Uses of or being under the influence of intoxicating liquors on the job;
10. Insufficiency;
11. Abuse of work schedules;
12. Failure to follow safety rules or procedures;
13. Failure to follow department work rules;
14. Theft while on job.

Section 2 – Manner of Discipline.

If the employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3 – Suspension Pending Discharge.

The employer may suspend an employee for up to **thirty (30) calendar days** pending the decision whether or not charges for discharge shall be filed against the employee and such actions shall not be subject to the Grievance Procedure established herein. If suspension pending discharge is replaced by another disciplinary action, written notice will be issued, and such action may be subject to the grievance procedure.

Section 4 – Pre-Disciplinary Meeting.

For discipline other than oral reprimands, the employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings and employee review hearings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled

immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the end of his/her shift shall be paid from the time the end of his/her shift through the end of his/her hearing at the appropriate rate. An employee whose hearing begins before the start of his/her shift shall be paid from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate. Should the hearing be postponed or rescheduled at the request of the employee at a time other than before, during or after the employee's shift, provisions for payment shall not apply.

The employer shall meet with the employee involved and inform his/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and requested.

Section 5 – Oral Reprimands.

In cases of oral reprimands, the supervisor, mayor, committee chairman and/or human resource chairperson must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents. Notations of oral reprimands may be placed in the employee's personnel file.

Section 6 – Notification and Measure of Disciplinary Action.

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee, in writing with clear and concise statements of the reasons, therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. However, once the measure of discipline is determined and imposed, the employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

It is understood is understood by the parties that an employee's statement, either oral or written, made in investigatory interviews, shall be used against him/her in any subsequent disciplinary action. Following such an investigation the employee shall be notified that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

Nothing in this Section shall prevent the employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such release.

Section 7 – Removal of Discipline.

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from an employee's record if, from the date of the last warning or discipline, **two (2) years** pass without the employee receiving an additional warning or discipline for such offense. Any reprimand for other causes shall be removed from the employee's record based on the above criteria. Such removal shall be at the request of the employee but in any case, shall not be used against the employee.

Section 8 – Polygraph.

No employee shall be required to take a polygraph examination as a condition of retaining employment with the employer nor shall be subject to discipline for the refusal to take such. The representative may review the polygraph questions but may not be present during the administration of the polygraph examination.

GRIEVANCE PROCEDURE

Section 1 – Statement of Policy.

It shall be the policy of the Village to give employees an opportunity to discuss their grievances with the Village in order to find mutually satisfactory solutions. The grievance procedure set forth in this Section is designed to preserve harmony and friendly relation between the Village and its employees. Only regular full-time and regular part-time employees, not otherwise excluded in this Section, may process a grievance as outlined in this Section.

Probationary employees have no right to grieve on matters of suspension or discharge.

Under no circumstances may an employee utilize regular scheduled work time in preparing a grievance. However, reasonable time shall be allowed for the presentation of a grievance.

An employee's failure to initially submit a grievance or to appeal a decision to the next level of this procedure within the specified time limits shall constitute a waiver of the right to so initiate or appeal.

All time limitations in this procedure shall exclude Saturdays, Sundays and holidays and may extend by mutual agreement of the employee and the appropriate supervisor. All reference to days shall mean workdays.

Section 2 – Definition.

For the purposes of this Section the following definition shall apply unless the context clearly indicates or requires a different meaning:

Grievance: A dispute or disagreement raised by an employee against the Village involving the interpretation or application of the specific provisions of this employee's handbook.

Section 3 – Form.

In reducing a grievance to writing, the following information shall be clearly stated:

1. The exact nature of the grievance;
2. The act or acts of commission or omission;
3. The exact date of the act or acts of commission or omission;
4. The identity of the party or parties who claim to be aggrieved;
5. The identity of the party or parties alleged to have committed the act or acts of commission or omission;
6. The specific provisions of this chapter or rules promulgated hereunder that are alleged to have been violated;
7. The remedy which is sought.

Section 4 – Procedure.

Before initiating a grievance, employees shall raise any matters of disagreement or dispute with their immediate supervisor in order to informally resolve as many matters as possible. In the event that satisfactory settlement is not or cannot be reached, a grievance shall be processed in the following manner:

Step 1. An employee shall present the grievance orally to the immediate supervisor explaining its nature and circumstances within **five (5) working days** after its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within **five (5) working days** after the presentation of the grievance.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be presented by the employee to the Committee Chairperson and the Human Resource Chairperson in writing in the form herein prescribed within **five (5) working days** after the expiration of the time limit set forth in Step 1 above. The Chairman shall issue a written decision to the employee within **ten (10) working days** after the receipt of the written grievance.

Step 3. If satisfactory settlement is not reached under Step 2, the employee shall resubmit the written grievance in the form herein prescribed within **five (5) working days** after receipt of the response from the Committee Chairperson and the Human Resource Chairperson as outlined in Step 2 above, to the Mayor for review and final determination. The Mayor shall review the written materials resulting from the grievance processing to that point, and may ask for briefs from the various parties, or may conduct a hearing. If the Mayor holds a hearing, it shall be within **twenty (20) working days** after receipt of the written grievance, and he shall issue a final written decision to the employee within **twenty-five (25) working days** after the conclusion of the hearing. If no hearing is held, a final written decision shall be rendered **twenty (20) working days** after receipt of the written grievance. The decision of the Mayor shall be final.