

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, FEBRUARY 13, 2023 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 852 2016 8542

Written Public Comments Can Be Submitted By 6:15 P.M. on February 13, 2023, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
 - a. MOTION - Motion to Allow Trustee Ruffolo to Attend the Meeting Remotely. (PASS)
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Regular Meeting January 23, 2023 (APPROVE)
 - c. Minutes - Board of Trustees Special Meeting - Committee of the Whole - January 23, 2023 (APPROVE)
 - d. Warrants \$429,645.85
 - e. MOTION - A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE - WEST SUBURBAN SYMPHONY SOCIETY (PASS)
 - f. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE VILLAGE OF WILLOWBROOK COMMUNICATION POLICY (ADOPT)
 - g. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING A VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK (ADOPT)

NEW BUSINESS

6. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE CENTER (ADOPT)
7. RESOLUTION NO. - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION ("SEASPAR") (ADOPT)

PRIOR BUSINESS

8. TRUSTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. EXECUTIVE SESSION
5 ILCS 120/2(11) - Probable or threatened litigation.
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JANUARY 23, 2023, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

THE VILLAGE WILL BE OFFERING A ZOOM WEBINAR FOR THE MEETING TO ALLOW MEMBERS OF THE PUBLIC TO ATTEND BY VIDEO OR AUDIO IF DESIRED. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan and Public Works Foreman AJ Passero.

Also, present were Dan Lynch of Christopher B. Burke Engineering and Jackie Berg from Houseal and Lavigne.

ABSENT: Village Clerk Deborah Hahn and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Krol to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Present at the meeting, Mr. Bill O'Malley, a resident of 61st Street in Willowbrook, expressed his concerns regarding changes in the zoning in his neighborhood.

My lot, based on size, is an R-1 and the proposal to change it to a R-2. An R-1 lot is 100 feet wide and R-2 is 75 feet wide which would be a 25% decrease. At the Plan Commission Meeting they were saying they would like to reduce the R-2 lot size to 70 feet wide.

I feel this is too narrow. I purchased my house 35 years ago, and it is a wide-open lot. I have no objection to anyone building on lots that are available. My concern is that with the narrow lots, the houses will be too close together. With the narrower lot width, new construction would add more houses. I believe at 61st and Bentley they are considering redeveloping into 11 lots which would be pretty concentrated. A McNaughton development was previously under consideration to build 6

homes. When this came before the Plan Commission it was felt that this was too many in that space.

In this same area, on Willoway, 15 houses were built on subdivided lots from Bentley. However, no provision was made for water run-off and water retention has become a problem on Bentley to the point where ponds are formed.

My hope is that moving forward, zoning in this area will be considered prior to development, not to add too many houses, as this is contrary to the existing neighborhood.

Mayor Trilla commented that if a development of this type were considered, the Village would certainly address the water and run-off issue. Director Krol added that to clarify the property in question, the wooded area, is zoned R-1A and the lot frontages are only 80 feet. The proposal moving forward is 70 feet. To clarify, not all of the proposed lots are on 61st Street, 3 are on Bentley.

Mayor Trilla thanked Mr. O'Malley for taking time to express his concerns. The Village now has addition factors to consider when developers come forward.

Trustee Davi asked for clarification on the lot sizes in this area under the present zoning and for the proposed changes to the zoning code. He thanked Mr. O'Malley for his concerns and input, and for appearing before the Board.

OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting January 9, 2023 (APPROVE)
- c. Minutes - Board of Trustees Special Meeting - Budget Workshop #1 January 5, 2023 (APPROVE)
- d. Warrants \$650,413.36
- e. ORDINANCE NO. 23-0-02 - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON THE \$4,930,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015 OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- f. ORDINANCE NO. 23-0-03 - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND

INTEREST ON THE \$8,920,000 GENERAL OBLIGATION BONDS SERIES 2022A OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)

- g. ORDINANCE NO. 23-O-04 - AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED FOR THE YEAR 2022 TO PAY THE PRINCIPAL AND INTEREST ON THE \$1,020,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022B OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- h. RESOLUTION NO. 22-R-02 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK REGARDING THE REVIEW OF CLOSED SESSION MINUTES (PASS)

Mayor Trilla asked the Board if there were any items to be removed from Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 23-R-03 - A RESOLUTION TO ENDORSE THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2023 LEGISLATIVE SESSION (ADOPT)

Village Administrator Halloran reported that as the Board is aware the Village is a member of the DuPage Mayors and Managers Conference every year they come out with their Legislative Action Program. This year's Legislative Priorities are categorized as those initiatives aimed at:

1. Restoring Local Government Distributive Fund Revenue
2. Address Public Safety Pension Funding
3. Ease the burden of the Freedom of Information Act by extending the response period
4. Maintain Public Safety
5. Protect Local Authority

Mayor Trilla added that he sits on this committee, and he endorses it.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution 23-R-03 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

7. RESOLUTION NO. 23-R-04- A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WATER MAIN REPLACEMENT ALONG EXECUTIVE DRIVE FROM PLAZA COURT TO QUINCY STREET AS PART OF THE WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION PLAN BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (ADOPT)

Foreman Passero shared that this is the resolution is to approve the design phase of the watermain replacement along Executive Drive between Quincy Street and Plaza Court. It is about 1000 feet of 12-inch water main. Our thought process is to do this in conjunction with the storm water replacement. The total cost of this is \$26,000.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 23-R-04 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. ORDINANCE NO. 23-O-05 - AN ORDINANCE TO APPROVE THE VILLAGE OF WILLOWBROOK UNIFIED DEVELOPMENT ORDINANCE (UDO) AND ZONING MAP AMENDMENT, REPLACING THE VILLAGE OF WILLOWBROOK MUNICIPAL ZONING CODE, TITLE 9, CHAPTER 1 THROUGH 17, THE SUBDIVISION REGULATIONS, TITLE 10, CHAPTER 1 THROUGH 8, AND TO AMEND THE OFFICIAL ZONING MAP OF THE VILLAGE OF WILLOWBROOK (PASS)

Director Krol thanked Mayor Trilla and the Village Trustees for the opportunity to present. The packet before tonight is the final version of the Unified Development Ordinance (UDO) and the zoning map amendment. I will give a little background on the UDO and the Village initiated proposed zoning map amendment and I will let Houseal Lavigne take over.

In 2021, the Village Board approved a contract with Houseal Lavigne Associates for a comprehensive update to the zoning code. As the Village Board is aware, the Village has never comprehensively updated its zoning code since its founding in 1960. Throughout the years Village staff has proposed several text amendments to make changes and update the code.

Since the Village Board's approval of the contract, staff and the steering committee have been working with representatives from Houseal Lavigne to review and provide guidance. The Plan Commission and Village Board have met several times jointly to review each proposed article of the proposed zoning code update.

At each meeting, members of the Plan Commission and Village Board had discussions, proposed changes, and provided staff and Houseal Lavigne input on each article of the zoning code update and subdivision regulation chapters. The final version of this update is before you this evening.

The Village Zoning Map is updated annually on or before March 31st as required by the Illinois Municipal Code. The proposed zoning map amendment is comprehensive zoning map update proposed by Houseal Lavigne based on the revised establishment of zoning districts and classifications within the proposed Unified Development Ordinance. Proper notice of the zoning change has been sent to over 500 property owners that the zoning map changes affects.

The Village held a public hearing before the Plan Commission on January 11th, 2023. Two (2) residents were sworn in and spoke out about the UDO. A motion was made by the Plan Commission to approve the UDO as proposed by Commissioner Kaucky and seconded by Commissioner Walec, followed by a unanimous vote, 6 to 0, by those present to forward to the Village Board for approval.

Staff is asking for the Village Board to pass the ordinance before, with the final version of the UDO and zoning map. Before the vote, I would like to turn the floor over to the Houseal Lavigne project manager Jackie Berg to recap each section of the UDO.

Mrs. Berg presented a PowerPoint on the Land Development Regulations update to the Board.

The following topics were discussed in brief:

- Chapter 1: General Provisions
- Chapter 2: Establishment of Districts
- Chapter 3: District Standards
- Chapter 4: Specific Use Standards
- Chapter 5: General Development Standards
- Chapter 6: Sign Standards
- Chapter 7: Subdivision Standards and Procedures
- Chapter 8: Planned Unit Development Procedures
- Chapter 9: Zoning Procedures
- Chapter 10: Nonconformities
- Chapter 11: Definitions

MOTION: Made by Trustee Neal and seconded by Trustee Astrella to pass Ordinance 23-0-05 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

12. RESOLUTION NO. 23-R-05 - A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF THREE (3) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER (PASS)

Chief Schaller reported that, due to resignations in August 2022 and October 2022, three vacancies have been created in the department. Previous Board action, under Resolution 22-R-65, authorized the BOPC to effect the original appointment from the BOPC final eligibility list. The candidate scheduled for appointment declined due to being hired at another police department.

The Police Department currently has two reservations at the Police Training Institute for 2023. The current police eligibility list has been exhausted leading to the inability of the department to fulfill the reservations at the Police Training Institute. Due to the terms and conditions of fulfilling Department of Justice COPS grant and the lack of a BOPC eligibility list, a deviation from the hiring rotation as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook is requested to effect the hiring of three (3) candidates from the lateral transfer applicant list. Staff requests that the Board adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool to get back to full staff.

Trustee Neal said congratulations for getting back to full staff, She is aware that it is not easy these days and appreciates all the effort put forth in the hiring process.

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adopt Resolution 23-R-05 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal expressed her sincere thanks to Mrs. Berg and her team at Houseal Lavigne for all their hard work. This was a long journey, and you are a pleasure to work with. Thank you to the Community Develop Director as well and all the input from the Planning Commission.

Trustee Ruffolo had no report but agreed with Trustee Neal.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi thanked Foreman Passero for his immediate attention to a citizen request regarding a sidewalk repair.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn was not present.

13. ADMINISTRATOR'S REPORT

Administrator Halloran thanked Director Krol and Mrs. Berg for all their hard work. This process started out in July 2021.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

There was no need for Executive Session this evening.

16. ADJOURNMENT

MOTION: Made by Trustee Neal and seconded by Trustee Davi to adjourn the Regular Meeting at the hour of 7:05 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JANUARY 23, 2023 AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

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1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank Trilla, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Clerk Christine Mardegan, Village Attorney Michael Durkin and Public Works Foreman AJ Passero.

Absent: Village Clerk Deborah Hahn and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Foreman Passero to lead everyone in saying the pledge of allegiance.

4. VISITOR'S BUSINESS

None present and no written comments were received.

5. PRESENTATION - POLICE APPRECIATION

Chief Schaller asked Deputy Chief Kaspar to present the information. Deputy Kaspar reviewed the letters of thanks and appreciation from the Chiefs of Police of Elmhurst and Oak Brook that were received commending our officers.

The letter from Elmhurst thanked our two officers, Detective Blake Huntley and Officer David Walega, who worked hand in hand with the Elmhurst PD to capture an alleged catalytic converter thief.

The Oak Brook Chief thanked Willowbrook PD for their assistance in the search for home invasion suspects. Officer Opacian was sent to Oak Brook

to assist in the investigation as well as the arrest of the alleged offender.

Although not included in the agenda packet, Deputy Kaspar also noted that the department has had several notable events in the past few months.

A letter was received commending Officer Lopez and Detective Walega for assisting a young lady who lost an engagement ring stored in an AirPod case while working out at the Midtown Athletic Club. After leaving the premises, realizing she had left the case, she returned to discover the case and the ring were missing. The officers went above and beyond and were able to AirTag the Apple case and locate the contents in Stratford Green (Condominiums, Willowbrook). The owner's son had found the case in the parking lot of the club and returned them to the owner with nothing missing.

Officer James Martino, knowing crime trends in the area, was patrolling Willowbrook Ford one evening, and noticed something off kilter. He observed several cars parked alongside the dealership on 72nd Street. He approached the subjects who alluded him and fled the scene. Although the subjects were not apprehended, we believe their intention had been to rob Willowbrook Ford which was prevented by the vigilance of our officer, keeping crime out of Willowbrook.

Officer Inez Bensen, along with Officer Martino and others on the shift, responded to a call for an individual passed out at wheel of a vehicle at Midway (Drive) and (Route) 83. That individual was not only passed out at the wheel and intoxicated, but he was also a felon with a weapon on the floor of the vehicle at his feet. They were able to arrest him and charge him accordingly.

Those are just some of the key points our officers have made in the past few months with great arrests and crime prevention in the area. Our neighboring communities are experiencing similar crime and working together we're working better than in the past.

Mayor Trilla asked if the new radios help with working with other departments. Chief Schaller noted they help due to the interoperability capabilities of the units. There are also some apps being used that also assist in mutual aid situations.

6. DISCUSSION – EMPLOYEE HANDBOOK & COMMUNICATION POLICY

Administrator Halloran provided background on the reasons for the update to the Employee Handbook:

- The employee handbook has not been updated since 2012.
- Staff and the Village Board identified this project as a critical strategic initiative for the 2022-2023 fiscal year.
- Staff as a team, representing every department, have worked together since the summer of 2022 to develop the final Employee Handbook.

Staff are proud of the work that has been done and is seeking feedback from the Board. If positive feedback is received, the updated handbook will be added to the next agenda for the Board's approval. This is one of the key strategic initiatives for this year and the goal is to wrap it up.

Administrator Halloran then reviewed the key changes in the document:

- **Introduction:**
 - Includes a summary and purpose of its authority and how it works with local laws and collective bargaining agreements.
- **General Employment Practices:**
 - Policies are updated based on recent federal and state legislation since 2012.
 - Probationary period increased from six months to twelve months.
- **Administrative Policies**
 - Code of Ethics was spelled out more transparently.
 - Mirrors the State Officials and Employees Ethics Act.
 - Clarifies the ban on gifts to Village personnel.
 - Updates the Identity Protection and Theft Prevention Act language to comply with state guidelines
- **Employee Conduct:**
 - Clarifies performance standards for all employees.
 - Outlines disciplinary procedures.
 - Updates the weapons policy on Village grounds and complies with the Illinois Firearms Concealed Carry Act.
 - Use of social media language to guide all employees.
 - Updated guidance regarding computer hardware, software use, and electronic communications.
- **Types of Employment:**
 - Clarifies Exempt and Non-Exempt definitions for employees.
 - Formalizes the Remote-Work Policy that the Board approved in September of 2021.
 - Inserts Childbirth/Adoption Leave of 80 hours.
 - Inserts the following holidays:
 - Juneteenth (matches the Police CBA)
 - Veterans Day

- President's Day (already closed to the public)

- **Types of Employment:**

- Personal Leave - Increases from 8 hours to 40 hours.
 - This doesn't carry over on an annual basis.
- Vacation Leave - Awarded at hire.
- Vacation Leave - Employees must use half their awarded vacation time in a fiscal year.
- Vacation Leave - Increased for employees with 6-14 years of service by having a tiered leave system. Overall leave does not change (5 years, 10 years, and 15 years)
- Vacation Leave - Decrease the maximum bank of vacation leave from "twice the number of hours you would earn annually" to 30 days.
- Vacation Leave Buyback - Create a threshold of staff required to stay under 30 days.
- Vacation Leave Rollover - As part of the buyback, staff can roll over additional days via a check or into a 457 plan.
- Sick Leave Abuse Language - 3 missed consecutive days require a physician's note
- Catastrophic Leave Program
 - This new program is designed to assist employees who have exhausted all of their granted, earned, and accrued leave due to a serious or catastrophic illness, injury, or condition of the employee or a member of their immediate family.

- **Other changes:**

- Sick Leave Accumulation - Increase the amount of sick leave accrued from 1,152 hours to 1,600
- Tuition Reimbursement - Increase to \$5,000 (matches the Police CBA).
- Sick Leave Buyback at Retirement - Changed from minimum Wage hourly rate to hourly rate at the time of retirement.
- Death Benefit - The Village will contribute a payment of 25 percent of unused sick leave at the time of death. The Village will also extend one month's salary.

Administrator Halloran opened the floor for comments. Trustee Neal noted that this is something that has been needed for a while as many of the sections were out of date and not in compliance with current laws. She commends the staff for their work.

Administrator Halloran also reviewed the implementation and update of the Village's communication policy:

- The policy's intent and purpose are designed to provide direction to staff on what content can be posted to Village networks and a guideline in how to handle difficult and inappropriate language that is posted in response to a Village post.
- The goal of the Village's social media communications is to serve as an online information source focused on Village issues, projects, news, and events. The purpose of the use of social media sites and the website is to disseminate information useful to and about the Village.
- The Communications policy will dictate what content Village staff can advertise and promote through all Village communications channels, thus providing staff with a comprehensive policy to refer to when determining if content promotion is appropriate.
- Village Communication Channels:
 - Village website: willowbrookil.org
 - Newsletters & Guides: The Scoop Active Adult Program Guide which is published bi-monthly, Village of Willowbrook Parks & Recreation Program Guide which is published bi-monthly, Village View Newsletter which is published bi-annually, and Water Bill Briefs which are periodically included with monthly Utility Bill mailings.
 - Channel 6
 - Village Hall Electronic Sign & Upcoming Parks Signs
 - Social Media Channels:
 - Facebook: Village of Willowbrook, Willowbrook Police Department, & Willowbrook Parks & Recreation Department
 - Nextdoor: Village of Willowbrook
 - Twitter: Willowbrook Police Department

Administrator Halloran concluded by saying he hoped it would not be needed, but it is there to protect the Village and staff and provide direction. Village Attorney Durkin added that it now creates a uniform policy instead of having the information in multiple sources. It also provides consistency in the handling of posts to avoid any possible

(Constitutional) First Amendment violations. By having a uniform policy, it will also help in enforcing the policy.

7. REVIEW – EXECUTIVE DRIVE WATER MAIN REPLACEMENT PROJECT

Background on the project was provided by Administrator Halloran. In March 2020, Christopher Burke Engineering prepared a report for the Executive Plaza Area, which has been historically plagued by heavy rains that result in significant street flooding and long drain down times. The Study Area, focused on Executive Drive and Plaza Court, is located at the bottom of a depressional area or “bowl” where runoff from the Executive Plaza Tributary Area (Tributary Area) ponds for an extended period of time due to insufficient sewer capacity and lack of an overland flow outlet.

Administrator Halloran indicated the project has changed in numerous ways over the past years, including cost analysis and project timeline. At this time, none of the business owners in the area have been contacted regarding this undertaking. Once there is a more specific scope of work and timeline, the local businesses will be notified. He turned the podium over to Dan Lynch from Christopher B. Burke Engineering for a closer look at the water main aspect of the project.

Mr. Lynch indicated he last spoke to the Board in September of 2022, when the Board approved moving forward with the project for engineering design. That portion is in progress and expects to be put to bid in the next few months to be ready for the 2023 construction season. Christopher B. Burke is confident that, if the project can begin in the spring, it can be completed in one construction season. (Mr. Lynch also recapped the scope of the project.)

While reviewing the Executive/Plaza flood control and road construction project, it has been recommended that the water main be replaced at the same time. Since 2019, Executive Drive between Quincy Street and Plaza Court has experienced 9 water main breaks.

By replacing the mains during this project, this will save on restoration costs and eliminate the possibility of damaging the newly installed drainage improvements. Two 12-inch butterfly valves, two fire hydrants and 1000 feet of 12-inch water main will be replaced on the north side of Executive Drive.

The proposal now is to add the water main replacement to the original project, which would be bid as a single project, thus increasing the original cost estimates.

Administrator Halloran indicated that staff is providing additional background and information, as well as a review of the original project, for the Board prior to adopting the resolution currently on this evening's Board meeting agenda.

The Mayor indicated that he appreciated the look ahead, to save costs as well as disruption to the local business community.

Trustee Mistele asked about the reasons behind the numerous water main breaks in the area. Foreman Passero provided details on staff's various findings during the repair of the previous breaks, including the possibility of basic corrosiveness of the surrounding soil.

Mayor Trilla commented favorably on the experience of Mr. Lynch and Christopher B. Burke in handling similar situations in the past.

8. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Ruffolo to adjourn the Special Meeting at the hour of 6:01 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

February 13, 2023

GENERAL CORPORATE FUND	-----	\$ 223,709.63
WATER FUND	-----	\$ 143,438.91
CAPITAL PROJECT FUND	-----	\$ 58,928.65
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$ 3,568.66
 TOTAL WARRANTS	-----	\$ 429,645.85

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
02/13/2023		APCH	298 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	231.66
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	17.79
					PRINTING & PUBLISHING	630-302	30	78.20
					OPERATING EQUIPMENT	630-401	30	783.39
					MAINTENANCE - VEHICLES	630-409	30	154.99
					OFFICE SUPPLIES	710-301	35	52.41
					CHECK APCHK 298 (E) TOTAL FOR FUND 01:			1,318.44
02/13/2023		APCH	99728	A FREEDOM FLAG CO	BUILDING MAINTENANCE SUPPLIES	466-351	10	2,677.85
02/13/2023		APCH	99729#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,769.74
					INTERNET/WEBSITE HOSTING	460-225	10	109.46
					INTERNET/WEBSITE HOSTING	640-225	30	2,766.92
					INTERNET/WEBSITE HOSTING	715-225	35	109.84
					INTERNET/WEBSITE HOSTING	715-225	35	109.46
					INTERNET/WEBSITE HOSTING	715-225	35	109.46
					INTERNET/WEBSITE HOSTING	715-225	35	109.46
					CHECK APCHK 99729 TOTAL FOR FUND 01:			5,084.34
02/13/2023		APCH	99730	ACTIVE NETWORK, LLC	EDP EQUIPMENT/SOFTWARE	555-212	20	7,287.50
					EDP EQUIPMENT/SOFTWARE	555-212	20	7,287.50
					CHECK APCHK 99730 TOTAL FOR FUND 01:			14,575.00
02/13/2023		APCH	99731	ADMINISTRATIVE CONSULTING SPECIA	CONTINGENCIES	490-799	10	2,083.00
02/13/2023		APCH	99732	ALAN F. FRIEDMAN, PHD	EXAMS - PSYCHOLOGICAL	440-544	07	828.75
					EXAMS - PSYCHOLOGICAL	440-544	07	725.00
					CHECK APCHK 99732 TOTAL FOR FUND 01:			1,553.75
02/13/2023		APCH	99733	AQITY RESEARCH & INSIGHTS, INC.	CONTINGENCIES	490-799	10	6,016.67
02/13/2023		APCH	99734	ARTISTIC ENGRAVING	EMPLOYEE RECOGNITION	630-309	30	875.00
02/13/2023		APCH	99736#	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	268.17
					PHONE - TELEPHONES	630-201	30	1,605.13
					TELEPHONES	710-201	35	295.88
					CHECK APCHK 99736 TOTAL FOR FUND 01:			2,169.18
02/13/2023		APCH	99737	BEACON ATHLETICS	SUMMER PROGRAM MATERIALS & SERVICES	575-119	20	82.60
02/13/2023		APCH	99738	BELSON OUTDOORS LLC	REIMB - PARK & REC MEMORIAL PROGRAM	310-914	00	894.53

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
02/13/2023		APCH	99740#	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING MAINTENANCE	466-228 725-410	10 35	660.00 215.00 875.00
					CHECK APCHK 99740 TOTAL FOR FUND 01:			
02/13/2023		APCH	99741	CAPERS NORTH AMERICA, LLC	EDP LICENSES	640-263	30	5,000.00
02/13/2023		APCH	99743	CAROL O'ROURKE	PRINTING & PUBLISHING	550-302	20	2,225.00
02/13/2023		APCH	99744	CASE LOTS, INC	BUILDING MAINTENANCE SUPPLIES BUILDING IMPROVEMENTS	466-351 485-602	10 10	235.60 3,743.70 3,979.30
					CHECK APCHK 99744 TOTAL FOR FUND 01:			
02/13/2023		APCH	99745	CIVIC PLUS	EDP LICENSES	460-263	10	5,250.00
02/13/2023		APCH	99746	CLAIRE MANLEY	UNIFORMS	630-345	30	61.95
02/13/2023		APCH	99747	COMCAST CABLE	INTERNET/WEBSITE HOSTING	715-225	35	233.70
02/13/2023		APCH	99748*#	COMED	ENERGY/COMED (835 MIDWAY) RED LIGHT - COM ED ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS MAINTENANCE - TRAFFIC SIGNALS MAINTENANCE - TRAFFIC SIGNALS	466-240 630-248 745-207 745-207 745-207 745-207 745-224 745-224	10 30 35 35 35 35 35 35	414.93 42.49 506.80 1,203.81 179.25 671.62 90.79 50.04 3,159.73
					CHECK APCHK 99748 TOTAL FOR FUND 01:			
02/13/2023		APCH	99749	COMMERCIAL TIRE SERVICE, INC	MAINTENANCE	725-410	35	427.88
02/13/2023		APCH	99750#	CONNECTA SATELLITE SOLUTIONS LLC	PHONE - TELEPHONES PHONE - TELEPHONES	455-201 630-201	10 30	65.99 65.99 131.98
					CHECK APCHK 99750 TOTAL FOR FUND 01:			
02/13/2023		APCH	99751	DAVIS & STANTON, INC.	UNIFORMS	630-345	30	471.00
02/13/2023		APCH	99752	DICK VOLKER	ACTIVE ADULT PROGRAM	590-517	20	200.00
02/13/2023		APCH	99753*#	DUPAGE COUNTY	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	3,266.76
02/13/2023		APCH	99754#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY) SANITARY (825 MIDWAY)	466-251 570-250	10 20	79.85 7.66

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					SANITARY (825 MIDWAY)	570-250	20	27.01
					SANITARY (825 MIDWAY)	570-250	20	4.85
					SANITARY (7760 QUINCY)	630-250	30	70.37
					CHECK APCHK 99754 TOTAL FOR FUND 01:			189.74
02/13/2023	APCH	99755	DUSTIN KLEEFISCH		FUEL/MILEAGE/WASH	510-303	20	297.07
02/13/2023	APCH	99756	ELEMENT CONSULTING NETWORK		CONTINGENCIES	490-799	10	1,500.00
02/13/2023	APCH	99757	ELINEUP LLC		EDP LICENSES	640-263	30	600.00
02/13/2023	APCH	99759	EVT TECH		MAINTENANCE - VEHICLES	630-409	30	634.70
02/13/2023	APCH	99760	FIRST STUDENT, INC.		COMMUNITY EVENTS	585-522	20	265.20
02/13/2023	APCH	99762*#	FOX TOWN PLUMBING INC		MAINTENANCE - BUILDING	630-228	30	140.00
02/13/2023	APCH	99763*#	GOVERNMENT INSURANCE NETWORK		EMP DED PAY- INSURANCE	210-204	00	10,857.50
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	69.03
					LIFE INSURANCE - COMMISSIONERS	435-148	07	25.36
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	4,843.59
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	83.85
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	777.44
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	36,244.65
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,521.56
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	2,894.96
					CHECK APCHK 99763 TOTAL FOR FUND 01:			59,317.94
02/13/2023	APCH	99764*#	GRAINGER		BUILDING MAINTENANCE SUPPLIES	466-351	10	338.32
02/13/2023	APCH	99765	GREEK ISLAND RESTAURANT		ACTIVE ADULT PROGRAM	590-517	20	500.00
02/13/2023	APCH	99766*#	H AND R CONSTRUCTION INC.		STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,200.00
02/13/2023	APCH	99767	HAYES MECHANICAL		MAINTENANCE - BUILDING	466-228	10	4,725.00
02/13/2023	APCH	99768	HINSDALE BANK		PETTY CASH REVIVING	110-911	00	601.90
02/13/2023	APCH	99769	HOUSEAL LAVIGNE ASSOCIATES LLC		CONSULTING	455-306	10	6,545.00
02/13/2023	APCH	99771	J.P. COOKE CO.		PRINTING & PUBLISHING	630-302	30	101.35
02/13/2023	APCH	99772	JOSE LOPEZ		UNIFORMS	630-345	30	900.00
02/13/2023	APCH	99774	KEVRON PRINTING & DESIGN INC		OFFICE SUPPLIES	810-301	40	450.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
02/13/2023	APCH	99775#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE		455-315	10	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		630-315	30	150.00
				COPY SERVICE		810-315	40	150.00
				CHECK APCHK 99775 TOTAL FOR FUND 01:				600.00
02/13/2023	APCH	99776	LAUREN KASPAR	UNIFORMS		630-345	30	108.91
02/13/2023	APCH	99777*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES		620-252	25	12,060.00
02/13/2023	APCH	99778	MAGNUM ELECTRONICS, INC.	OPERATING EQUIPMENT		630-401	30	805.36
02/13/2023	APCH	99779	MARRIOTT THEATRE	ACTIVE ADULT PROGRAM		590-517	20	224.00
02/13/2023	APCH	99780	MERCURY THEATER CHICAGO	ACTIVE ADULT PROGRAM		590-517	20	1,350.00
02/13/2023	APCH	99784#	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING		466-228	10	1,222.50
				MAINTENANCE - BUILDING		630-228	30	1,222.50
				CHECK APCHK 99784 TOTAL FOR FUND 01:				2,445.00
02/13/2023	APCH	99785	NATIONAL FIRE PROTECTION ASSN	FEES/DUES/SUBSCRIPTIONS		810-307	40	175.00
02/13/2023	APCH	99786#	NICOR GAS	NICOR GAS (835 MIDWAY)		466-236	10	535.41
				NICOR GAS (825 MIDWAY)		570-235	20	5,912.62
				NICOR GAS (7760 QUINCY)		630-235	30	1,245.71
				NICOR GAS		725-415	35	78.30
				NICOR GAS		725-415	35	1,402.55
				CHECK APCHK 99786 TOTAL FOR FUND 01:				9,174.59
02/13/2023	APCH	99787	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL		630-304	30	200.00
02/13/2023	APCH	99788*#	NOVOTNY ENGINEERING	CONTINGENCIES		490-799	10	831.25
				CONTINGENCIES		490-799	10	1,816.00
				CONTINGENCIES		490-799	10	1,941.25
				SPECIAL PROJECTS		720-230	35	5,407.60
				ENGINEERING SERVICES		820-262	40	43.75
				CHECK APCHK 99788 TOTAL FOR FUND 01:				10,039.85
02/13/2023	APCH	99789	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL		440-543	07	368.00
02/13/2023	APCH	99790	ORBIS SOLUTIONS	CONSULTING SERVICES - IT		460-306	10	160.00
				CONSULTING SERVICES - IT		460-306	10	6,709.67
				CONTINGENCIES		490-799	10	3,750.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					CHECK APCHK 99790 TOTAL FOR FUND 01:			10,619.67
02/13/2023	APCH	99791	OTC BRANDS, INC.		COMMODITIES	670-331	30	624.78
					COMMODITIES	670-331	30	37.99
					COMMODITIES	670-331	30	28.49
					CHECK APCHK 99791 TOTAL FOR FUND 01:			691.26
02/13/2023	APCH	99792	P.F. PETTIBONE & CO.		OPERATING EQUIPMENT	630-401	30	18.00
02/13/2023	APCH	99794	POWERDMS INC		FEES/DUES/SUBSCRIPTIONS	630-307	30	4,503.20
02/13/2023	APCH	99795	RAGS ELECTRIC, INC		MAINTENANCE	725-410	35	158.30
02/13/2023	APCH	99796	RAY O'HERRON CO., INC.		UNIFORMS	630-345	30	58.99
					UNIFORMS	630-345	30	21.90
					OPERATING EQUIPMENT	630-401	30	263.99
					MAINTENANCE - VEHICLES	630-409	30	47.50
					CHECK APCHK 99796 TOTAL FOR FUND 01:			392.38
02/13/2023	APCH	99797	READY REFRESH		WELLNESS	480-276	10	114.02
02/13/2023	APCH	99798	SAFE BUILT, LLC		BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,338.75
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	722.50
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	1,893.24
					BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	932.88
					CHECK APCHK 99798 TOTAL FOR FUND 01:			4,887.37
02/13/2023	APCH	99799	SIGNARAMA		PRINTING & PUBLISHING	630-302	30	90.00
02/13/2023	APCH	99801#	STONE WHEEL, INC.		MAINTENANCE - BUILDING	466-228	10	32.40
					MAINTENANCE - VEHICLES	630-409	30	185.70
					MAINTENANCE - VEHICLES	630-409	30	49.65
					MAINTENANCE - VEHICLES	630-409	30	1,295.95
					MAINTENANCE - VEHICLES	630-409	30	1,269.30
					CHECK APCHK 99801 TOTAL FOR FUND 01:			2,833.00
02/13/2023	APCH	99803	THOMAS J BRESCIA		FEES - FIELD COURT ATTORNEY	630-241	30	1,850.00
02/13/2023	APCH	99804	THOMPSON ELEV. INSPECT. SERVICE		ELEVATOR INSPECTION	830-117	40	172.00
02/13/2023	APCH	99805	THOMSON REUTERS - WEST		FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
02/13/2023	APCH	99806	TKB ASSOCIATES INC		DOCUMENT STORAGE/SCANNING	460-267	10	7,657.20

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
02/13/2023		APCH	99807*	ULINE	BUILDING MAINTENANCE SUPPLIES	466-351	10	1,126.78
					MAINTENANCE	725-410	35	1,925.30
					CHECK APCHK 99807 TOTAL FOR FUND 01:			3,052.08
02/13/2023		APCH	99808	UNITED STATE POSTAL SERVICE	PRINTING & PUBLISHING	550-302	20	1,838.96
02/13/2023		APCH	99809	VIKING TRAVEL SERVICE	ACTIVE ADULT PROGRAM	590-517	20	500.00
02/13/2023		APCH	99810*	WAREHOUSE DIRECT	CONTINGENCIES	490-799	10	384.88
					OFFICE/GENERAL PROGRAM SUPPLIES	550-301	20	160.72
					UNIFORMS	630-345	30	119.30
					OPERATING EQUIPMENT	630-401	30	494.01
					UNIFORMS	810-345	40	144.55
					CHECK APCHK 99810 TOTAL FOR FUND 01:			1,303.46
02/13/2023		APCH	99811	WB-BURR RIDGE SPORTS PREF CTR LL	ACTIVE ADULT PROGRAM	590-517	20	160.00
02/13/2023		APCH	99812	WEST CENTRAL MUNICIPAL CONF.	SCHOOLS/CONFERENCES/TRAVEL	455-304	10	500.00
02/13/2023		APCH	99813	WESTERN FIRST AID & SAFETY	BUILDING MAINTENANCE SUPPLIES	466-351	10	84.23
02/13/2023		APCH	99814	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
02/13/2023		APCH	99815	WILLOWBROOK CURRENCY EXCHANGE	MAINTENANCE - VEHICLES	630-409	30	555.00
					Total for fund 01 GENERAL FUND			223,709.63

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
02/13/2023		APCH	299(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	113,048.32
02/13/2023		APCH	99727	1ST AYD CORPORATION	VEHICLE MAINTENANCE	401-350	50	934.30
02/13/2023		APCH	99735	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	744.00
02/13/2023		APCH	99739	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
02/13/2023		APCH	99748*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	895.66
					ENERGY - ELECTRIC PUMP	420-206	50	778.08
					CHECK APCHK 99748 TOTAL FOR FUND 02:			1,673.74
02/13/2023		APCH	99758	ETP LABS INC	SAMPLING ANALYSIS	420-362	50	150.00
02/13/2023		APCH	99761	FLEETPRIDE TRUCK & TRAILER PARTS	VEHICLE MAINTENANCE	401-350	50	212.48
02/13/2023		APCH	99762*#	FOX TOWN PLUMBING INC	METER REPLACEMENT	435-462	50	371.60
02/13/2023		APCH	99763*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	928.82
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	4,245.42
					CHECK APCHK 99763 TOTAL FOR FUND 02:			5,174.24
02/13/2023		APCH	99764*#	GRAINGER	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	1,108.14
					OPERATING EQUIPMENT	430-401	50	111.67
					OPERATING EQUIPMENT	430-401	50	65.68
					CHECK APCHK 99764 TOTAL FOR FUND 02:			1,285.49
02/13/2023		APCH	99766*#	H AND R CONSTRUCTION INC.	VEHICLE MAINTENANCE	401-350	50	600.00
02/13/2023		APCH	99770	ILLINOIS TOLLWAY	VEHICLE MAINTENANCE	401-350	50	112.90
02/13/2023		APCH	99773	JULIE, INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	437.49
02/13/2023		APCH	99777*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,040.00
02/13/2023		APCH	99781	METROPOLITAN INDUSTRIES INC	EDP LICENSES	417-263	50	138.00
02/13/2023		APCH	99782	MIDWEST METER INC	NEW METERING EQUIPMENT	435-461	50	2,974.98
02/13/2023		APCH	99783	MRO SYSTEMS LLC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	616.46
02/13/2023		APCH	99788*#	NOVOTNY ENGINEERING	SPECIAL PROJECTS	401-310	50	5,407.61
					FEES - ENGINEERING	405-245	50	262.50
					CHECK APCHK 99788 TOTAL FOR FUND 02:			5,670.11

02/10/2023 10:05 AM
User: EKOMPERDA
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 01/25/2023 - 02/15/2023

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Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
02/13/2023		APCH	99802	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	829.80
Total for fund 02 WATER FUND								
143,438.91								

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
02/02/2023		APCH	99726	MCGLEAM STUDIOS	COMMUNITY CENTER CONSTRUCTION	600-326	55	1,407.00
02/13/2023		APCH	99742	CAR REFLECTIONS	COMMUNITY CENTER CONSTRUCTION	600-326	55	435.00
02/13/2023		APCH	99788*#	NOVOTNY ENGINEERING	ROAD PROGRAM DESIGN	600-310	55	412.50
					ROAD PROGRAM DESIGN	600-310	55	11,481.25
					ROAD PROGRAM DESIGN	600-310	55	15,565.23
					ROAD PROGRAM DESIGN	600-310	55	9,500.00
					COMMUNITY CENTER CONSTRUCTION	600-326	55	1,967.65
					BORSE PARK LIGHTING PROJECT	600-327	55	5,262.50
					CHECK APCHK 99788 TOTAL FOR FUND 10:			44,189.13
02/13/2023		APCH	99793	PARVIN-CLAUSS SIGN CO	COMMUNITY CENTER CONSTRUCTION	600-326	55	4,583.00
02/13/2023		APCH	99800	SIGNS NOW	COMMUNITY CENTER CONSTRUCTION	600-326	55	326.40
02/13/2023		APCH	99807*#	ULINE	COMMUNITY CENTER CONSTRUCTION	600-326	55	7,988.12
					Total for fund 10 CAPITAL PROJECT FUND			58,928.65

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
02/13/2023		APCH	99753*#	DUPAGE COUNTY	MAINT TRAFFIC SIGNALS	745-224	15	3,266.76
02/13/2023		APCH	99763*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	301.90
				TOTAL - ALL FUNDS	Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			3,568.66
								429,645.85

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

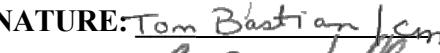
'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – WEST SUBURBAN SYMPHONY SOCIETY

AGENDA NO. 5.e.**AGENDA DATE:** 02/13/23**STAFF REVIEW:** Alex Arteaga, Asst to the Village Admin. **SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney **SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator **SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The West Suburban Symphony Society is a not-for-profit organization that operates four community musical groups: three orchestras and a symphonic chorus. The Society's mission is to:

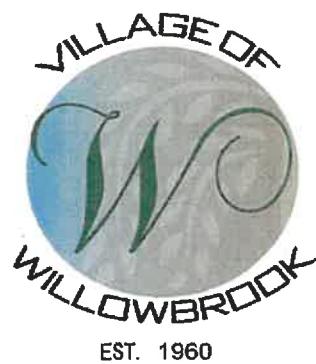
- Delight its audiences by offering enjoyable and affordable musical programs in the Chicago area
- Inspire, educate and foster the musical talent of children and young adults
- Enrich the musical lives of its members and the communities where they perform

The Symphony Society presents concerts year-round, primarily in communities from La Grange to Downers Grove, and on occasion in Naperville, Wheaton, Chicago, and on tour in the U.S. and abroad.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)

This is the fifth application for this organization.

ACTION PROPOSED: Pass the motion to approve the application to hold a raffle.



Willowbrook

835 Midway Drive
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Mayor

Frank A. Trilla

Village Clerk

Deborah Hahn

Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman



APPLICATION FOR LICENSE TO HOLD A RAFFLE

1. Name, age, and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name RICH LUKES Address 2630 Euclid, Benwyn Age 62
708 610-7836
RichLukes@SBCglobal.net

Date of incorporation if corporation: 7/18/1988

Date of formation of organization: 8/4/1947

Object for which organization or corporation was formed: _____

2. The area or areas within the Village in which raffle chances will be sold or issued and the time during which raffle chances will be sold or issued.

ASHTON PLACE, 341 75TH ST., WILLOWBROOK

3. The date on which the drawing is to be held

3/4/23

4. The place at which the drawing is to be held.

ASHTON PLACE (SAME ADDRESS)

5. Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: _____

No: X _____

If yes, explain: _____

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.
\$50-200
7. The maximum retail value of each prize awarded by the licensee in a single raffle.
\$200
8. The maximum price which may be charged for each raffle chance issued or sold.
\$20 For 5
9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:
Yes: _____ No: X
If yes, state reasons: _____

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.
YES
11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.
YES
12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature:

Date 12/6/22

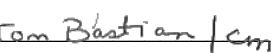
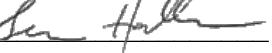
VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING THE VILLAGE OF WILLOWBROOK COMMUNICATION POLICY

AGENDA NO. 5.f.**AGENDA DATE:** 02/13/2023**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **PURPOSE AND ACTION REQUESTED:**

This item received positive feedback at the January 23, 2023 Committee of the Whole meeting.

BACKGROUND/DISCUSSION

As Village staff began reviewing the Employee Handbook, and the increase of the Village's efforts in communication (Facebook, Nextdoor, Twitter, and newsletters), it became apparent that the Village needed to build a comprehensive communication policy. This policy's intent and purpose are designed to provide direction to staff on what content can be posted to Village networks and guidelines for handling difficult and inappropriate language that is posted in response to a Village post.

The goal of the Village's social media communications is to serve as an online information source focused on Village issues, projects, news, and events. The purpose of the use of social media sites and the website is to disseminate information useful to and about the Village, including information relating to the Village's mission, meetings, activities, current issues, Village-sponsored events, State and County news and the promotion and marketing of the Village.

In terms of commenting on Village's posts, the Village does not make its social media accounts available for general public discourse, but rather reserves and limits the topics that may be discussed on the social media accounts. All posts and comments made by social media users (any individual or organization with a registered account(s) on Facebook, Twitter, Nextdoor and/or Instagram, etc.) are subject to the terms and conditions established by the social media host (Facebook, Twitter, Nextdoor and/or Instagram, etc.), and are also subject to the following terms and conditions established by the Village of Willowbrook:

- Users who engage with social media accounts that are created and managed by the Village must review and adhere to the terms of use of the social media host, and the social media policy established by the Village, prior to submitting a post or comment on any social media account maintained by the Village.
- By posting or commenting on any Village social media account, a user is acknowledging acceptance of all applicable terms of use of the Village and the social media host.
- Users should be aware that Village staff does not monitor activity on social media accounts 24 hours a day, 7 days a week. Consequently, Village social media accounts are not intended for conducting official business and cannot accommodate a user's attempt to report concerns or make official inquiries. Users needing assistance with questions or concerns shall contact the proper Village office or department directly during normal business hours and not via social media. These calls for action and inquiries may include

but are not limited to reporting a crime, requesting emergency and non-emergency police and/or fire response, reporting public utility or infrastructure emergencies (downed power lines, power outages, road hazards, gas leaks, flooding, etc.), reporting code enforcement violations, and requesting information pursuant to the Freedom of Information Act ("FOIA").

- Posts made by Village staff may be generated in advance and scheduled for release on certain days/times, automatically. New postings do not always indicate an administrator is active on the site.
- In case of an Emergency or potentially dangerous situation, users should dial 911.
- To report a crime or suspicious activity, users should dial 911.
- All postings and comments made on Village of Willowbrook's social media sites are voluntary and made at the user's own risk.
- Comments posted by the public on Village social media sites do not reflect the opinion(s) of the Village. The Village does not endorse or oppose, by its actions or inactions related to restriction, removal or deletion of submissions/postings, the comments/content submitted/posted by others. Social Media users alone are responsible for their comments, usernames, and/or any information or content they place or attempt to place on Village sites.

Below is the content that is recommended to be restricted:

- Comments unrelated to the purpose and topical scope of the page.
- Defamatory, threatening, or profane language.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- Sexual content or links to sexual content.
- Solicitations of commerce.
- Personally identifiable information, such as an address, phone number, social security number or other sensitive information.
- Information which may interfere with or compromise current investigations, police tactics and the safety or security of public safety staff and/or the public or public systems.
- Promotion or advertisement in favor of, or in opposition to a political campaign, ballot measure or candidate.
- Conduct or encouragement of illegal activity.
- Distribution of copyrighted photographs, music, video, graphics, or other content without the express permission of the copyright holder.
- Spamming or repetitive content such as posting the same content more than two times in the same location.

If adopted, the Village Communications Policy would go into effect on February 14, 2023.

STAFF RECOMMENDATION

Staff recommends adopting the Resolution in order to create a comprehensive Village Communications Policy.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
ADOPTING THE VILLAGE OF WILLOWBROOK COMMUNICATION POLICY**

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is advisable, necessary and in the best interests of the Village to adopt the “Village of Willowbrook Communication Policy” (the “Policy”).

WHEREAS, the purpose of the Policy, includes, but is not limited to, establishing procedures for guidelines and parameters for the establishment and use of social media sites by the Village and members of the public with the express goal of the Village’s media communication to serve as an online information source focused on Village meetings, activities, current issues, Village-sponsored events, state and county news, and the promotion and marketing of the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted a part of this Resolution.

SECTION 2. The Village of Willowbrook Communication Policy is hereby adopted and approved. A copy of said Policy is attached hereto as Exhibit “A”, and made a part hereof.

SECTION 3. The Village of Willowbrook Communication Policy supersedes and replaces any prior policy, or past practice of the Village, with respect to social media communications.

SECTION 4. If any section, subsection, sentence clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5. All resolutions or parts of resolutions in conflict with this Resolution are repealed, insofar as ac conflict may exist.

SECTION 6. The Village Administrator or his/her designee, shall be charged with the responsibility for implementing and enforcing the attached Village of Willowbrook Communication Policy.

PASSED and APPROVED this 13th day of February, 2023, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

VILLAGE OF WILLOWBROOK
COMMUNICATION POLICY

Village of Willowbrook Communication Policy

1. PURPOSE

The purpose of the Village of Willowbrook social media sites is to provide information to the community. The Village of Willowbrook and its staff are the sole administrators of these sites. This policy establishes procedures for the establishment and use by the Village of Willowbrook ("Village") and members of the public of internet resources commonly referred to as "social media sites" as a means of obtaining or conveying Village information to and from its citizens. The Village has an overriding interest in obtaining reliable information from, and in providing accurate and appropriate information on social media sites.

The goal of the Village's social media communications is to serve as an online information source focused on Village issues, projects, news, and events. The purpose of social media sites and the website is to disseminate information useful to and about the Village, including information relating to the Village's mission, meetings, activities, current issues, Village-sponsored events, State and County news and the promotion and marketing of the Village. The Village encourages the use of social media and the website to further the goals of the Village and the missions of its departments, where appropriate, subject to the terms and conditions set forth in this social media policy.

2. GENERAL POLICY

A. Approval and Administration

1. The establishment and use by any Village department of Village social media sites are subject to approval by the Village Administrator or his/her designees.
2. All Village social media sites shall be administered by the Village Administrator's Office ("Village Administrator"). The Village Administrator and his or her designees must be familiar with the terms of the social media policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy. The Village Administrator or his/her designee will be responsible for monitoring content on Village social media sites to ensure adherence to both the Village's social media policy and the interest and goals of the Village.
3. Village social media sites should make clear that they are maintained by the Village and that they follow the Village's social media policy.
4. Wherever possible, Village social media sites should link back to the official Village website for forms, documents, online services and other information necessary to conduct business with the Village.
5. All social media sites should clearly indicate that any content submitted for posting on the site is subject to public disclosure.
6. The social media sites are administered by the Village, but the content on the sites is not entirely controlled by the Village. The Village does not endorse any link or advertisements on its social media sites placed by the site owners or their vendors or partners.
7. All content of the Village's social media and website should be sponsored or co-sponsored by the Village of Willowbrook or directly linked to the Village's pursuit of policy or departmental activities.

B. Terms of Use

Social media sites administered by Village staff are limited public forums. The Village does not make its social media accounts available for general public discourse, but rather reserves and limits the topics that may be discussed on the social media accounts. All posts and comments made by social media users (any individual or organization with a registered account(s) on Facebook, Twitter, Nextdoor and/or Instagram, etc.) are subject to the terms and conditions established by the social media host (Facebook, Twitter, Nextdoor and/or Instagram, etc.), and are also subject to the following terms and conditions established by the Village of Willowbrook:

- Users who engage with social media accounts that are created and managed by the Village must review and adhere to the terms of use of the social media host, and the social media policy established by the Village, prior to submitting a post or comment on any social media account maintained by the Village.
- By posting or commenting on any Village social media account, a user is acknowledging acceptance of all applicable terms of use of the Village and the social media host.
- Users should be aware that Village staff does not monitor activity on social media accounts 24 hours a day / 7 days a week. Consequently, Village social media accounts are not intended for conducting official business and cannot accommodate a user's attempt to report concerns or make official inquiries. Users needing assistance with questions or concerns shall contact the proper Village office or department directly during normal business hours and not via social media. These calls for action and inquiries may include but are not limited to: reporting a crime, requesting emergency and non-emergency police and/or fire response, reporting public utility or infrastructure emergencies (downed power lines, power outages, road hazards, gas leaks, flooding, etc.), reporting code enforcement violations, and requesting information pursuant to the Freedom of Information Act ("FOIA").
- Posts made by Village staff may be generated in advance and automatically scheduled for release on certain days/times. New postings do not always indicate an administrator is active on the site.
- In case of an emergency or potentially dangerous situation, users should dial 911.
- To report a crime or suspicious activity, users should dial 911.
- All postings and comments made on Village of Willowbrook's social media sites are voluntary and made at the user's own risk.
- Comments posted by the public on Village social media sites do not reflect the opinion(s) of the Village. The Village does not endorse or oppose, by its actions or inactions related to restriction, removal or deletion of submissions/postings, the comments/content submitted/posted by others. Social Media users alone are responsible for their comments, usernames, and/or any information or content they place or attempt to place on Village sites.

C. Content Restriction

1. Comments unrelated to the purpose and topical scope of the page.
2. Defamatory, threatening, or profane language.
3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
4. Sexual content or links to sexual content.
5. Solicitations of commerce.
6. Personally identifiable information, such as an address, phone number, social security number or other sensitive information.
7. Information which may interfere with or compromise current investigations, police tactics and the safety or security of public safety staff and/or the public or public systems.
8. Promotion or advertisement in favor of, or in opposition to, a political campaign, ballot measure or candidate.
9. Conduct or encouragement of illegal activity.
10. Distribution of copyrighted photographs, music, video, graphics, or other content without the express permission of the copyright holder.
11. Spamming or repetitive content such as posting the same content more than two times in the same location.

D. Social Media Comment Policy

Guidelines: The purpose of the Village's social media channels are to present matters of public interest related to the Village of Willowbrook and to provide a limited public forum for discussion that is constructive. In general: comments must be civil, on topic, and refrain from profanity, vulgarity, slurs, or purely personal attacks.

E. Compliance with Laws

All Village social media sites must adhere to applicable federal, state and local laws, regulations and policies

F. Village Website

1. The purpose of the Village of Willowbrook's website is to provide information about Village news, services, policies, programs, and events to residents, businesses, and visitors. It is intended to promote understanding of Village government, and to foster a vibrant community by being a resource for community information.
2. The Village website is a vehicle for conveying messages to the public about events and messages deemed appropriate by the Village. While the Village may receive information from outside organizations, the website is Village property, and the Village maintains the ultimate authority over any content posted. Only Village staff is authorized to post materials, and at all times postings remain subject to the oversite of the Village Administrator or his/her designee.

3. TERMS OF USE

The Village's social media accounts (Facebook, Nextdoor, Instagram, Twitter), are a forum intended for use as a communication tool to post and share Village news, information, services, and events in accordance with this policy. Accordingly, only authorized Village personnel may post content to the Village's social media accounts. Followers and fans of these pages can access current events, news and information that may affect the Village of Willowbrook and surrounding areas.

4. DISCLAIMER

The Village of Willowbrook disclaims any and all responsibility and liability for any materials or content that Village staff deems inappropriate for posting. The Village shall make efforts to remove said materials in an expeditious or otherwise timely manner, but disclaims liability if circumstances exist that prevent or hinder efforts to remove said materials.

"Friending," "liking," and/or similar exchanges/actions between individual Village employees and a social media site user does not indicate Village endorsement of that user's actions or comments.

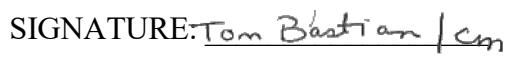
Postings on the Village's main social media site, or individual Village departments' social media sites, may reference copies of public records of the Village. The original public records may be subject to disclosure under the State of Illinois' Freedom of Information Act (FOIA). Comments and activity on the Village's social media sites are generally not public records and not subject to the FOIA, however, "unique" information contained in social media postings by the Village may be subject to FOIA. Public comments or posts on the Village's social media sites are not considered public records and are not subject to FOIA.

The Village follows state guidelines and requirements for the retention of original copies of local government records. The Village reserves the right to amend this policy and terms of use at any time. If the Village determines that any social media outlet is ineffective or is not feasible to maintain, the Village reserves the right to remove it.

VILLAGE OF WILLOWBROOK

BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES: A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND ADOPTING A VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK	AGENDA NO. 5.g. AGENDA DATE: 02/13/2023
STAFF REVIEW: Alex Arteaga, Asst. to the Village Administrator SIGNATURE: 	
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

PURPOSE AND ACTION REQUESTED:

This item received positive feedback at the January 23, 2023 Committee of the Whole meeting.

BACKGROUND/DISCUSSION

Over the past five years, Village staff periodically reviews the Personnel Manual, to reflect new federal or state legislation, clarify and memorialize amended policies and procedures, and also to analyze and recommend changes to existing benefits and policies. The last comprehensive update was completed in 2012. Since the summer of 2022, staff from every department has met several times to recommend various updates and miscellaneous changes. The proposed updates include many policy additions, edits, and clarifications, which are summarized below.

Updates:

1. Introduction: These sections introduce the Handbook and include a summary of its purpose and its authority, as well as how it works with local laws and collective bargaining agreements.
2. General Employment Practice:
 - a. Several policies have been updated based on recent federal and state legislation since 2012. For example, the State of Illinois amended the Equal Pay Act to restrict what can be asked of an applicant in regard to salary history.
 - b. Local Government Employees' Political Rights: This policy was expanded to include direct language from Section 10(b) of the Illinois Local Government Employees' Political Rights Act.
3. Administrative Policies:
 - a. The Code of Ethics was improved upon, which mirrored the State Officials and Employees Ethics Act. Additionally, employees should not solicit or seek donations or contributions on behalf of other employees for gifts, or sales of products or services.
 - b. No employee shall solicit or accept any gift from any person.
 - i. Additional clarifications and stricter regulations were enacted, including the following measures to the gift ban:

- 1) No employee may ask or accept any from any prohibited source. There are seven listed exceptions to this ban, which are listed below:
 - a) Opportunities, benefits, and services that are available on the same conditions as for the general public.
 - b) Anything for which the employee pays the market value.
 - c) Any (i) contribution that is lawfully made under the Election Code or under the ethics act or (ii) activities associated with a fundraising event in support of a political organization or candidate.
 - d) Travel expenses for a meeting to discuss Village business.
 - e) A gift from a relative.
 - f) Intra-governmental and inter-governmental gifts.
 - g) Bequests, inheritances, and other transfers at death.
- 2) Definition of Prohibited Source:
 - a) Is seeking official action by the Village employee
 - b) Does business or seeks to do business with the Village employee or officer or with the Village of the employee or officer;
 - c) Conducts activities regulated by the Village employee or officer or by the Village agency of the employee or officer;
 - d) Has interests that may be substantially affected by the performance or non-performance of the Village employee or officer or by the Village agency of the employee or officer; or
 - e) Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.

4. Employee Conduct

- a. Performance Standards:
 - i. This policy includes a list, which is not intended as an all-inclusive list of examples of misconduct that may result in disciplinary action.
- b. Weapons and Firearms in the Workplace: This policy has been updated to comply with 430 ILCS 66/65 (a) (5) of the Illinois Firearms Concealed Carry Act and states the following:
 - i. *The Village's policy is to maintain a work environment that is free of the possession and use of firearms, explosives, other weapons, or materials employed as a weapon. The Village requires the cooperation of all individuals working on behalf of the Village in complying with this policy. Violations of the policy may lead to disciplinary action, up to and including termination*

No employee, or contractor, shall carry, wear, or otherwise possess, control, transfer, sell, give, deliver, accept, or use any weapons or materials employed as a weapon at any time on and off Village property in work areas, while performing work duties, or while operating Village equipment or vehicles. Willowbrook Police Officers are exempt from this restriction, as it relates to the performance of their job duties as law enforcement officers

- c. Exceptions for Carrying a Lawful Weapon onto Village Premises: This policy has been updated to include the Police Department.

- i. *An individual may keep a lawful weapon in their personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the weapon is kept (1) in compliance with all applicable Federal, State, and local laws and regulations, (2) entirely out of sight (such as glove compartment or trunk) within the locked vehicle, and (3) so long as the individual is properly licensed and otherwise complies with Village policy. Under no circumstances shall an individual bring a weapon into a Village building or work area.*

Willowbrook Sworn Police Officers and civilian employees may possess weapons as authorized by Police Department Policy to fulfill their job duties. Other sworn law enforcement officers, who are on Village premises, in the course of their official duties may possess weapons issued by their respective law enforcement agency.

5. Types of Leave

- a. Personal Leave: Based on best practices from neighboring municipalities, Village staff is recommending increasing Personal Leave from 8 hours to 40 hours.
- b. Vacation Leave: The following recommendations are based on best practices and employee input:
- i. After approval, the Village would award Vacation Leave on the start date rather than after a year of work.
 - ii. If approved, employees would be required to use half their annual awarded amount of Vacation Leave, every year.
 - iii. As of right now, non-union employees receive additional vacation time every 5, 10 and 15 years. The proposed Personnel Manual would increase vacation hours on a marginal basis for years 6 through 9 and 11 through 14 years of service.
 - iv. Create a maximum bank of 30 days.
 - v. Create a Vacation Leave Buyback, which would allow employees to either cash out Vacation Leave or roll it into a 457b.
- c. Catastrophic Leave Program:
- i. This new program is designed to assist employees who have exhausted all of their granted, earned, and accrued leave due to a serious or catastrophic illness, injury, or condition of the employee or a member of their immediate family.

6. Other Changes:

- a. Sick Leave Accumulation – Increase the amount of Sick Leave accrued from 1,152 hours to 1,600
- b. Tuition Reimbursement – Increase to \$5,000 (matches the Police CBA).
- c. Sick Leave Buyback at Retirement – Changed from Minimum Wage Hourly Rate to Hourly Rate at the time of retirement.
- d. Death Benefit – The Village will contribute a payment of 25 percent of unused sick leave at the time of death. The Village will also extend one month's salary.

STAFF RECOMMENDATION

Staff recommends adopting the Resolution in order to adopt an updated and amended Personnel Manual. If adopted, this manual would go into effect February 14, 2023.

ACTION PROPOSED: Adopt the Resolution.

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
ADOPTING A VILLAGE OF WILLOWBROOK EMPLOYEE HANDBOOK**

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village to revise and update the Village of Willowbrook Employee Handbook in the manner set forth on Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. The facts and statements contained in the preamble to this Resolution is found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. The Village of Willowbrook Employee Handbook, attached hereto as Exhibit "A", and made a part hereof, be and is hereby adopted and approved.

SECTION 3. The attached Employee Handbook shall be in full force and effect from and after February 14, 2023 and shall supersede and replace any and all current Employee Handbooks and/or Employee Personnel Manuals.

SECTION 4. All resolutions or parts of any resolution in conflict with this Resolution are repealed, insofar as a conflict may exist.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with the law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 13th day of February, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

VILLAGE OF WILLOWBROOK
2023 EMPLOYEE HANDBOOK



Village of
WILLOWBROOK



EMPLOYEE HANDBOOK
EFFECTIVE 2023



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Introduction



SECTION 1.0 WELCOME

As a new employee, the Village of Willowbrook appreciates that you must master the details of your new job and must become acquainted with new people, new surroundings, and different working conditions. As an employee, this Employee Handbook, commonly referred to as "the Handbook" may serve as a reminder of important practices and policies, the many benefits provided to you as an employee, your employee responsibilities and other important matters.

SECTION 1.1 COMMITMENT TO EMPLOYEES

The Village of Willowbrook is committed to providing a sense of belonging to all employees, fostering a work environment of mutual trust, respect, dignity, and encouraging a collective commitment to excellence. It is the Village's belief that it will achieve these goals through the employment of individuals who care about their jobs, take pride in themselves and their contributions, and understand the importance of teamwork.

SECTION 1.2 AUTHORITY OF THE HANDBOOK

This Handbook supersedes all previous Handbooks and all management memos that may have been issued in the past on the subjects covered. Policies and procedures outlined within this Handbook are in effect beginning February 14, 2023. It will answer many of your questions and provide a continuing source of information. Please read this Handbook carefully and keep it handy for future reference. The Department Directors and the Village's Administrator's Office staff are available to answer any questions you may have about this Handbook. To support the Village's efforts to communicate important information regarding the employment relationship, you will be required to sign, upon hire and from time to time, a statement acknowledging receipt and notice of this Handbook.

It is also important for you to understand that the information contained in this Handbook is presented as a guide and is not intended to address every aspect of the employment relationship. This Handbook is not a contract, and its contents should not be interpreted as a contract between the Village and you or any of its employees.

The Village reserves the right to modify, suspend, terminate or change any or all of the contents of this Handbook.

SECTION 1.3 COMPLIANCE WITH LOCAL LAWS

The policies of this Handbook apply to all Village employees. However, sworn members of the Police Department are also subject to the rules and regulations of the Board of Police Commissioners, rules and orders of the Police Department, as well as provisions of Illinois statutes governing sworn police employees. While the Village believes that this Handbook complies with all such laws, to the extent there is a conflict between the terms of this Handbook and requirements imposed by any applicable law or ordinance, the Village will fully comply with the law or ordinance. Additionally, Village departments may establish working regulations and operating procedures to supplement the policies set forth in this Handbook.



SECTION 1.4 COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Certain employees of the Village are represented for purposes of collective bargaining by a union. Employees within the bargaining unit are covered by a written union contract, also known as a "collective bargaining agreement." Many of the policies and benefits described in this Handbook apply to both union and non-union employees. However, in the event that there is any discrepancy between the information contained in this Handbook and matters contained in a collective bargaining agreement, the provisions of the collective bargaining agreement will control. In addition, this Handbook is not intended to and does not confer any benefits, compensation, or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement.



General Employment Practices



SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY

The Village is strongly committed to creating and preserving equal opportunity for all employees and applicants. The Village makes all employment decisions – including recruitment, hiring, compensation, training, promotion, transfer, discipline, termination, and other personnel matters – without regard to race, color, ancestry, religion, sex, national origin, age, disability, genetic information, veteran status, marital status, sexual orientation, or other legally protected characteristics or conduct. The Village's strong commitment to equal opportunity requires a commitment by each individual employee. Compliance with the letter and spirit of this policy is required of all employees. Violations of this policy should be immediately reported to your supervisor.

All recruitment, selection, placement, and training decisions made by the Mayor and Village Administrator will be based upon the job-related qualifications and abilities of the candidates. Any employee having an equal employment opportunity question, problem or complaint should communicate his/her concern to his/her supervisor, Department Head or to the Village Administrator.

SECTION 2.1 AT-WILL EMPLOYMENT STATUS

Employment with the Village for non-union employees is “at-will.” This means that the Village has the right to terminate your employment at any time, with or without cause or advance notice, and you have the same right. Violation of any of the rules or policies in this Handbook may result in discipline, up to and including termination, depending on the circumstances. There is no requirement that employees be warned or suspended before being terminated.

2.1.1 Job Duties

The Village Administrator may, at any time, with or without notice, alter or change the responsibilities of a particular position, reassign or transfer job positions, or assign additional job responsibilities to an employee. From time to time, employees may be asked to work on special projects, or to assist with other work necessary or important to the operation of a team, work unit, department or the Village. Employees' cooperation and assistance in performing additional work is expected and appreciated.

2.1.2 Reclassification

Positions may be reclassified to a higher or lower position when the knowledge, skills, abilities and job responsibilities necessary to perform the job have changed enough to warrant such a reclassification. Positions may be reclassified contingent upon the recommendation of the supervisor for the position and approval by the Village Administrator. There is no six (6) month pay adjustment eligibility for reclassified positions.

SECTION 2.2 EMPLOYEE RECRUITMENT, SELECTION AND APPOINTMENT

Applicants for original appointment to a position or current employees applying for promotion or lateral movement shall be considered for such positions based on their qualifications, including such factors as job related education, experience, skills, and knowledge. No recruitment shall commence without the Mayor and Village Administrator's approval.



Recruitment and selection processes will be administered in such a manner as to provide equal opportunity for employment to qualified applicants and will not discriminate on the basis of disability. Timely requests for accommodation during an application/interview process will be reviewed upon request and provided where reasonable. Village staff will ensure that disabled persons enjoy the same opportunities via reasonable accommodation as non-disabled employees and applicants to participate in and benefit from Village programs, services and activities.

2.2.1 Application for Employment

In general, applicants for Village employment are required to follow the instructions as outlined in the job posting. The application/resume shall include complete information relating to the applicant's experience, training, and other relevant qualifications for the position. Unless otherwise authorized by the Village Administrator or designee, the Village does not reimburse an applicant for travel, lodging, lost wages or related expenses resulting from the application process. Any evidence that an applicant, whether an internal applicant or one from outside the Village, falsified information, made fraudulent statements, or failed to provide all of the required information may be subject to discharge and/or disqualified from consideration for employment. Applicants may be also required to participate in an examination process demonstrating their capabilities prior to employment.

All offers of employment are conditional upon successful completion of a background check and pre-employment drug screen. Applicants may also be required to participate in an examination process demonstrating their workplace capabilities prior to employment. The results of these screenings and/or examinations are kept confidential, along with any medical information provided by or about an employee prior to or following an offer of employment, except to the extent disclosure is required pursuant to court order or lawfully issued subpoena.

2.2.2 Recruitment

It is the general policy that vacancies will be posted and open to current employees. These postings will typically appear on the Village's website and other applicable recruitment sources. The recruitment process, including the public posting of vacancies, may be altered with the approval of the Village Administrator.

2.2.3 Examinations and Testing

During the selection process for a position, examinations, assessment centers, tests and examples of work are some selection tools that may be used in determining an applicant's qualifications. Such tools may be written, oral, physical, a demonstration of a skill, or a combination thereof.

2.2.4 Candidate Interviews

Selected candidates for a position may participate in an interview process, which shall cover any relevant subject matter related to a candidate's qualification for the position being sought.

2.2.5 Background Investigation

Candidates offered a conditional offer of employment will be required to submit to a background investigation by either the Village or a third-party vendor. In all circumstances the Village will



comply with the rights and notification requirements outlined in the federal "Fair Credit Reporting Act."

2.2.6 Conditional Offer of Employment

Successful candidates emerging from an evaluation process will be provided with the terms of the Village's offer of employment, conditioned upon successful completion of any required background check and medical examinations. Conditional written offers shall specify the terms of employment (e.g., starting date, rate of pay, the process for future increase and benefits) and any requirements to be satisfied (e.g., acquiring a license, certification, or requiring courses of study, etc.) within a given timeframe.

2.2.7 Drug Screening and Physical

Final candidates for all positions within the Village are required to submit to a drug screen as part of their condition of employment. If the test reports a negative or inconclusive test finding that qualifies the specimen as dilute or suspicious (e.g., unusual temperature) the Village shall require the candidate to submit to a re-test. A refusal to resubmit to additional drug testing, shall be treated as a failed result.

Final candidates for certain positions may also be required to pass a physical examination conducted by a Village designated occupational medical health provider as part of their condition of employment. In some cases, certain positions may be exempt from the physical examination portion due to special circumstances such as the shortness in length or term of employment or the nature of the physical demands of the position. All such exemptions require the approval of the Village Administrator's Office. As prescribed under privacy provisions of the American with Disabilities Act (ADA), all employees medical records are kept strictly confidential and are maintained in a centralized and secure location within Village Administrator's Office. Individual employee medical records are only available on a need-to-know basis and shall be done in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

2.2.8 Authority

The Mayor, with the advice and consent of the Village Board of Trustees, is the appointing authority for the Village Administrator. Except as otherwise may be provided by the Village Code of Ordinances, such as employees and officers that are appointed by the Mayor with the advice and consent of the Village Board of Trustees, and except for the appointment and removal of the Village Police Chief and Deputy Police Chief(s), and those Village employees and officers where appointment and discharge is under the jurisdiction of the Village Board of Police Commissioners, the Village Administrator and Mayor shall be responsible for and have the authority to recruit, interview, employ, promote, discipline or terminate all other Village employees.

SECTION 2.3 PROBATIONARY PERIOD

2.3.1 Duration for Probationary Period

The probationary period is a period during which all new and promoted employees are given an opportunity to demonstrate their ability to perform the requirements of the position for which they have been hired or to which they have been promoted. This period is 12 months for new employees (except Police Officers) and 6 months for promoted employees. The employee's



Department Head shall determine if the employee has successfully completed the probationary period.

At such times during the probationary period and in such manner as the Department Head may require, the employee's supervisor will make a report regarding the quality of the employee's work. The probationary period may be extended, at the Village's discretion, if the probationary employee requires an extended leave of absence. After six (6) months of the probationary period, a probationary employee may be eligible for a pay adjustment based on their supervisor's recommendation and approval of Department Head and Village Administrator. After satisfactory completion of the twelve (12) month probationary period, an employee may be eligible for a pay adjustment, based on their supervisor's recommendation and with the approval of the Department Head and Village Administrator. If a probationary employee's probationary period is extended beyond twelve (12) months, then the employee will be eligible for the above described twelve (12) month salary adjustment, only if and when the employee satisfactorily completes the probationary period. If the employee satisfactorily completes the probationary period, a salary adjustment may be retroactive to the end of the original twelve (12) month probationary period if the supervisor so recommends and approval is granted by the Department Head and Village Administrator.

This probationary period does not change the employee's at-will nature of employment. An employee may be terminated prior to the completion of the probationary period for any reason. In addition, successful completion of the probationary period does not grant property rights to the position, nor does completion of the probationary period create a contract or right to future employment with the Village.

2.3.2 Probation for Promoted Employees

Upon promotion, a regular employee will become a probationary promoted employee and shall be required to successfully complete a six (6) month probationary period before becoming a regular employee in the position to which the employee has been promoted. The probationary period for promoted employees shall begin on the employee's first day of work in the position to which the employee has been promoted. Accrued annual leave may be taken during this time. Promotional probationary employees will continue to accrue annual and sick leave during their probationary period.

The probationary promotion period may be extended if the probationary employee requires an extended leave of absence, for whatever reason, during that period. The Department Head may extend the probationary period for the same period of time as the leave of absence.

SECTION 2.4 PROMOTION OR EMPLOYMENT OF RELATIVES

Relatives of elected or appointed Village officials are disqualified from employment with the Village. Relatives of Village employees will only be considered for employment if the employment is consistent with the guidelines below. The Village will not consider or accept such applications of relatives if the employment of an employee's relative would result in the types of prohibited employment relationships identified below:

- A supervisor/subordinate relationship would or could reasonably exist between a relative and an employee. If a direct supervisory or managerial relationship would or could reasonably be established, relatives of the current employee cannot be considered as applicants for an



open position. This provision may be waived by the Village Administrator, following the recommendations of the Department Director, if it is determined that the best interests of the Village would be served.

- The employment of a relative would create an actual conflict of interest or the appearance of a conflict of interest based on the nature and responsibilities of the open position.

If employment of an immediate family members exists, or is later established (e.g., marriage), and an actual or potential conflict arises, the Village Administrator and the appropriate Department Director(s) will work to resolve the conflict by conciliation, transfer or other appropriate action, including termination. These situations will be resolved on a case-by-case basis.

Elected Officials: Mayor and Village Trustees.

Appointed Officials: All those currently holding appointive *office in the Village of Willowbrook on any Boards, Commissions or committees of citizens (e.g., ad hoc committees)* that are created by Village ordinance or resolution.

Relatives: Persons including husband, wife, domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent. In addition, any of the above listed related to your spouse or child, i.e., your spouse's uncle.

SECTION 2.5 EMPLOYMENT OF ELECTED OFFICIALS

Due to actual and perceived conflicts of interest, the Village will not consider the applications for employment of elected Village officials or officials of any other level of government or political party that appears on an election ballot within the Village while they are in office or for one year after they leave office, except as otherwise provided by law.

SECTION 2.6 REQUESTS FOR INFORMATION REGARDING CURRENT OR FORMER EMPLOYEES

During the course of business, it is common to receive inquiries from third parties requesting various information regarding current or former employees. In the event of such an inquiry, it is generally the Village's policy to limit its response to confirm position title, and dates of employment. However, there may be circumstances when additional information is released under the following circumstances:

- When the employee has specifically authorized in writing the release of information;
- When the Village is legally obligated to provide the information;
- When information is needed by vendors which are or may be providing health benefits to employees when disclosure is authorized under the Village's HIPAA policy.



It is also common for current or former employees to identify current and former supervisors and co-workers as references on applications for employment or to request letters of recommendations. The Village supports current and former employees in their efforts to achieve their career goals and generally respond to such requests. If the employee being asked to serve as a reference is uncomfortable responding to the request or the feedback regarding the employee is sensitive in nature, please contact the Village Administrator's Office for additional guidance.

There is certain employment information under the Freedom of Information Act (FOIA) and the Personnel Record Review Act that the Village is obligated to release. In the event discipline is released to a third party, the employee will be notified in accordance with the requirements outlined in the relevant statutes.

SECTION 2.7 OUTSIDE EMPLOYMENT

The Village reserves the right to restrict outside employment. Employees of the Village may take additional jobs outside of their employment with the Village if certain criteria are met and the employee is not in a light duty or leave of absence status. Employees who are engaging in outside employment are to request approval from their Department Director to ensure there are no conflicts with the duties of their Village held position. Permission to work a second job will normally not be denied or revoked so long as the outside employment presents no real or apparent conflict of interest with Village work or goals, and so long as the employee's work for the Village does not suffer because of such outside employment. Generally, employees may engage in secondary employment if all three of the following conditions are met:

- The job presents no conflict with Village working hours;
- The employee's efficiency is not impaired as a result of the other job; and
- There is no conflict of interest between the employee's Village position and the outside job.

On occasion, certain departments may request employees from other departments sign up for extra details (e.g., snow plowing). Only non-exempt employees will be eligible to sign up for these types of work assignments outside of their department. Any exceptions to this policy may be approved by the Village Administrator.



Administrative Policies



SECTION 3.0 CONFIDENTIALITY

The Village must maintain the confidentiality of various business records and information. All employees are strictly prohibited from using, copying, or disclosing confidential information, except as necessary to perform their job duties for the Village. Confidential information includes all business and financial records or information regarding the Village; information or records regarding any of its past or present employees; correspondence or contracts with any manufacturers, distributors, or other entity; or operating policies or procedures of the Village. All employees are expected to comply strictly with this policy both during and after their employment with the Village.

SECTION 3.1 CODE OF ETHICS

All employees and elected officials shall observe all rules and standards described in the Village's Code of Ethics. All employees shall comply with these rules and are responsible for reading the Village's Code of Ethics, and staying informed and current with any revisions or amendments to the Code which may be approved by the Board of Trustees. Ignorance of the Village's Code of Ethics will not be a defense to discipline imposed for a violation of the Code.

3.1.1 Ethical Conduct and Behavior

To maintain a safe and productive work environment, certain guidelines and expectations pertaining to employees' conduct must be followed.

3.1.2 Gifts to Village Personnel

The Village, as an institution of public confidence, is sensitive to any appearance of reward or favoritism. No public official or public employee shall solicit or accept any gift from any person.

Employees are prohibited from receiving rewards, gifts or any other compensation from individuals or organizations which is in violation of the State Officials and Employees Ethics Act under state statute. For questions regarding the prohibitions of the Act, please refer to the Village Administrator. Additionally, employees should not solicit or seek donations or contributions on behalf of other employees for gifts, sales of products or services, flowers or other reasons except with the prior approval of the Village Administrator (or designee).

3.1.3 Statement of Economic Interest

Certain Village employees are required to file an annual Statement of Economic Interest in accordance with 5 ILCS 420/4A *et seq.* Employees are to be referred to the applicable Illinois and DuPage County (<https://ei.dupageco.org/SEI/Login.aspx>) statutes for the current definition of who must file and procedures for doing so. Filing remains the ultimate responsibility of the individual employee.

SECTION 3.2 EMPLOYEE SAFETY

The Village Administrator (or designee) shall make reasonable efforts to promote among Employees and in the department's maximum standards for on the job safety. All employees shall be responsible for performing work assignments in the safest manner possible. Prime consideration shall always be given to safety in all work situations.



The Village may require an employee to undergo a medical examination by a doctor of the Village's choosing and at the Village's expense when the employee's Department Director reasonably believes, based on objective evidence, that the employee is unable to perform his/her essential job functions, or the employee will pose a direct risk to him/herself or others.

SECTION 3.3 LOCAL GOVERNMENT EMPLOYEES' POLITICAL RIGHTS

The Village of Willowbrook respects the right of employees to engage in political activities. However, employees shall restrict political campaign activities to non-working time and shall not be in any uniform that identifies the employee as an employee of the Village while engaging in political campaign activities. As such, no employee shall engage in political activities during working hours, or while on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village. Employees engaged in political activity shall not represent that such activity is on behalf of the Village. Village property shall not be used to advance political campaigns, nor shall campaign propaganda be posted or displayed on Village property or vehicles. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. Any employee found violating this policy will be subjected to disciplinary action, up to and including termination.

Please note that these prohibitions do not apply to workplace union, collective bargaining or grievance activities pertaining to wages, hours or working conditions.

SECTION 3.4 SMOKE FREE WORKPLACE

In accordance with the Smoke-Free Illinois Act and the Village's intent to provide a healthy work environment, smoking is prohibited within all buildings and Village owned vehicles. This policy also extends to electronic cigarettes and tobacco substitutes.

SECTION 3.5 IDENTITY PROTECTION AND THEFT PREVENTION

The Village complies with the Red Flag Rules, 16 CFR § 681, in order to detect, prevent and mitigate identity theft by identifying, detecting, and responding to identity theft red flags and the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, in order to protect social security numbers (SSN) from unauthorized disclosure.

Improper disclosure of protected personal identifiers such as social security numbers may contribute to identity theft and any number of resulting credit problems. The Village has adopted this Policy to protect social security numbers from unauthorized disclosure. In accordance with the Illinois Identity Protection Act, only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents. All employees with access to social security numbers in the course of their job duties must undergo training to protect the confidentiality of the social security numbers.

Only employees who are required to use or handle information or documents containing SSN's may access such information or documents. Any request for social security numbers from an individual shall be accomplished in a manner which allows the social security number to be easily redacted if a document is required to be released as part of a public records request.

Any request for social security numbers from an individual shall include a statement of the purpose or purposes for which the social security number is being collected and used. Violation of the



provisions of this policy shall be grounds for discipline up to and including dismissal.

If you have questions about this policy or would like to report a violation (free of retaliation), you are encouraged to contact your Department Director (or designee). Any individual found to be in violation of this Policy will be subject to disciplinary action (no matter when discovered).

Employees are prohibited from:

- A. Posting or displaying SSN;
- B. Printing the SSN on any card required to access products or services;
- C. Requiring transmission of SSN over the internet, unless using a secure connection or an encrypted file;
- D. Printing the SSN on any mailed materials;
- E. Collecting, using or disclosing a SSN from an individual unless required to do so under State or Federal law, rules, regulations, or such use is necessary for the performance of an employee's duties and responsibilities;
- F. Disclosing SSN in Freedom of Information Act responses;
- G. Embedding or encoding SSN

SECTION 3.6 WORKPLACE INSPECTIONS

Employees do not have an expectation of privacy as to any Village property. The Village reserves the right to search with or without notice any employee's office, desk, files, locker, computer, e-mails, voicemails, technology, vehicle or any other area or article on Village premises. It should be noted that all offices, desks, files, lockers, and so forth, are the property of the Village and are issued to employees for business use and only during their employment with the Village, at any time, including Village vehicles, whether or not such property is locked or unlocked and whether or not the lock is Village owned or employee owned. Searches and inspections may be conducted at any time at the discretion of the Village consistent with the Village's administrative authority. The Village retains duplicate sets of keys for all desks and the cabinets. Employees are advised not to keep confidential and personal information, materials or belongings on Village property or stored in Village computers. Refusal to submit to a search or inspection can lead to discipline, up to and including termination of employment. Possession of prohibited articles such as illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials, may also result in discipline, up to and including termination of employment.

SECTION 3.7 ATTITUDE AND APPEARANCE FOR WORK

A friendly and courteous attitude by Village employees toward the public is required at all times. Similarly, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability. All employees are required to maintain a neat and clean personal appearance including clothing, personal hygiene and grooming appropriate for the position held and in conformance with the established dress code of their individual department.

All employees are required to maintain a clean, well-groomed appearance in conjunction with the position they hold, suitable for the work they perform and reflects favorably on the Village's image and identity. Uniformed and field positions must wear appropriate attire, and footwear.

If an employee reports to work in an unkempt or disheveled appearance or uniform, he/she may be sent home without pay and/or otherwise subject to appropriate disciplinary action.



It is the responsibility of the supervisors to monitor employees' dress, personal appearance and hygiene within their respective departments. An employee's immediate supervisor will discuss the subject of personal appearance or personal hygiene with the employee if it is felt that appearance or hygiene does not positively reflect the image of the Village.

SECTION 3.8 LOSS OF PERSONAL PROPERTY

Employees should maintain control of their personal property at work at all times. Articles of personal property that are found should be returned to the property owner or turned in to a supervisor. The Village assumes no responsibility for loss, damage to or theft of personal belongings on Village premises. Employees are advised not to carry large sums of money or other valuables with them to work or while working.

Employees suffering damage or loss of personal belongings because of an on-the-job accident should report the incident immediately to their supervisor. Determination of payment for costs incurred due to such accidents will be made in consultation with the Village Administrator's Office. Personal cell phones damaged on the job will generally not be replaced or paid for by the Village.

SECTION 3.9 EMPLOYEE RECORDS AND REPORTS

A complete record of all personnel actions will be maintained on each employee by the Village. Each file will include an application, reference letters, appointment notification, performance evaluations, personnel actions, earned benefits, commendations and other relevant information. Employees should ensure that their personnel file is accurate and up to date by immediately notifying their supervisor of changes of address, telephone number, marital status, dependents, and educational qualifications.

The procedure for employees to inspect their personnel file is governed by the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*). Employees may arrange to review their personnel file by contacting the Personnel Administrator. Those seeking to do so shall provide (7) days written advance notice by completing the "Request to View Personnel Records" form located on the Employee Services page of the EIC and submitting it to the Village Administrator's Office. Viewing of the file shall take place within a Village-owned office, and in the presence of an individual appointed by the Village to maintain the files. Records will be for official use only. In no instance will an employee be allowed to remove materials from his/her personnel file. If an employee disagrees with information contained in his or her personnel file, the employee can submit a written statement to be inserted in their file explaining his/her position, in compliance with the Illinois Personnel Record Review Act. and submitting it to the Village Administrator's Office. Viewing of the file shall take place within a Village-owned office, and in the presence of an individual appointed by the Village to maintain the files. Records will be for official use only. In no instance will an employee be allowed to remove materials from his/her personnel file. If an employee disagrees with information contained in his or her personnel file, the employee can submit a written statement to be inserted in their file explaining his/her position, in compliance with the Illinois Personnel Record Review Act.

SECTION 3.10 CHANGE OF DEPENDENTS OR MARITAL STATUS

Any change of dependents (*i.e.*, births, adoptions, changes in custody) or marital status (*i.e.*, marriage, divorce, civil union) must be reported to the Village Administrator's Office in writing



within 30 calendar days of the occurrence. Failure to report changes within 30 calendar days may result in the loss of health care benefits of the dependent and/or spouse. If timely notification of dependent and spousal changes is not made, the employee will have to wait for the next open enrollment period to properly enroll said dependents. The Village highly recommends employees who experience life events review their beneficiaries of all life insurance, investments and pension benefits at that time.

SECTION 3.11 CHANGE OF ADDRESS AND PHONE NUMBER

An employee must promptly notify their Department Director and the Village Administrator's Office in writing of any change of home address or telephone number. Employees are responsible for updating and verifying their contact information for their respective benefits, including but not limited to, pension and ICMA-RC.



Employee Conduct



SECTION 4.0 EMPLOYEE CONDUCT AND DISCIPLINE

It is expected that all employees' conduct and performance will conform to general standards of good conduct, professionalism, and business ethics, the requirements of the job, published and common-sense health and safety rules and practices, and applicable federal, state and local laws, rules, and regulations. All employees are expected to conduct themselves and behave in a manner which is conducive to the efficient operation of the Village. The Village strives to maintain a safe and pleasant working atmosphere for its employees, and expects all employees to observe the Village's rules, procedures and policies. All actions taken by employees should be in the public interest, as opposed to the individual or personal interest of the employee.

Whenever conduct of an employee falls below a desirable standard, Supervisors will point out, via oral and/or written reporting, the deficiencies at the time they are observed. Corrections and suggestions should be made in a constructive and helpful manner in an effort to elicit the cooperation of the employee. An employee may be put on a performance improvement plan and/or subject to disciplinary action for improper or inappropriate conduct, including, but not limited to violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, unacceptable attendance, failure to protect the interest and safety of the Village and of all employees, or other violations of reasonable rules of conduct and expectations.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of conduct that may result in disciplinary action, up to and including termination of employment. **This list is not all inclusive and incidents requiring discipline will be handled on a case-by-case basis:**

- A. Negligence or improper conduct leading to damage of Village-owned or resident-owned property;
- B. Failure to follow any federal, state, or Village law, rule or regulation while on duty or while in or on Village property or engaging in unlawful activity while on duty or while in or on Village property.
- C. Insubordination or other disrespectful conduct toward the public, Village officials or other employees;
- D. Violation of safety or health rules;
- E. Falsifying any Village records, including, but not limited to, time sheets, medical forms, student records, and employment applications, or other fraudulent statements or actions involving Village records or business activities
- F. Possession, use or distribution of alcohol or drugs during working hours.
- G. Possession or use of illegal substances on or off Village property.
- H. Reporting to work or working under the influence of alcohol or drugs.
- I. Physical or verbal abuse of another employee; physical violence, threats or intimidation; Sexual or other unlawful harassment;
- J. Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace (or any violation of the concealed carry laws or postings);
- K. Excessive absenteeism, tardiness;
- L. Unauthorized use of telephones, mail system, computers or any other Village-owned equipment, supplies or facilities;
- M. Unauthorized disclosure of privileged or customer proprietary information or confidential information;
- N. Unsatisfactory performance or conduct or inability to perform the requirements of the position;



- O. Improper or unauthorized use of Village vehicles, equipment or supplies;
- P. Accepting or soliciting bribes;
- Q. Sleeping while on duty; using scheduled work time for activities other than job performance unless permission has been granted for those activities by the supervisor;
- R. Any action which reflects discredit upon the Village or is a direct hindrance to the effective performance of the Village's operations.
- S. Failure to comply with any other Village policy or procedure as described in the Handbook or as otherwise communicated from time to time by the Village, or other misconduct as determined by the Village. Offensive, inappropriate or negative attitude, conduct or language directed toward the public (and/or in their presence).
- T. Theft, participating in a theft or attempted theft of Village property or property of any employee, resident, or visitor to the Village.
- U. Signing or swiping in or out for another employee or letting someone else sign or swipe in or out for you.
- V. Incompetence, negligence, inefficiency, failure or inability (with or without a reasonable accommodation if disabled) to perform the essential job duties required of the employee's position or class.
- W. Failure to do work assigned.
- X. Repeated absenteeism or tardiness.
- Y. Leaving job during working hours without permission.
- Z. Claiming sick leave under false pretenses or otherwise misrepresenting reason for time off or use of other benefits.

Repeated or chronic violation of the Village's policies or guidelines. The Village retains the sole discretion to determine what qualifies as inappropriate conduct and the form of discipline warranted in each situation and supports the use of progressive discipline procedures. Progressive discipline includes, but is not limited to, coaching sessions, verbal warnings, written warnings, suspension, and performance improvement plans. The Village reserves the right to administer any disciplinary actions on a case-by-case basis, giving consideration to the type and frequency of the misconduct at issue. Further, the at-will nature of the employment relationship between the Village and its employees allows the Village to terminate an employee at any time, with or without cause, for any or no reason and with or without notice.

Furthermore, it shall be the responsibility of the employee's Supervisor and/or the Department Director, as applicable, to document and record any and all violations of conduct by any employee. Documentation of infractions shall be retained in the employee's personnel file and under the jurisdiction of the Village Administrator's Office.

Forms of Discipline

Disciplinary action may involve any of the following. ***This list is not all-inclusive, and steps may be skipped within the discretion of management and/or language within a collective bargaining agreement, if applicable, based on the circumstances involved:***

A. Reprimand

The reprimand is usually issued, orally or in writing, when an employee's performance or conduct does not meet acceptable minimum standards. Generally, criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.



B. Transfer

An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.

C. Demotion

Demotions for disciplinary reasons may be necessary in situations where an employee's work and/or behavior is unsatisfactory but does not merit dismissal. Such employees may be retained and assigned less responsible work and shall serve a performance evaluation period in the new position in accordance with the probationary conditions stated in this Handbook.

When a Department Head believes that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other cause, the Department Head shall request that such action be taken by the Village Administrator.

D. Suspension

Any action on the part of the employee which is in violation of the orders of their supervisor or contrary to Departmental or Village rules, but not serious enough to warrant dismissal, may be suspended without pay. This power is exercisable by the Village Administrator. Prior to a suspension without pay, an employee shall be entitled to a pre-disciplinary hearing at which time the employee will be able to present any evidence in defense of the charges.

When a Department Head is suspended, the Village Administrator shall notify the Village Board in writing.

E. Dismissal

Serious or repeated misconduct or failure to satisfactorily perform the employee's job duties, may warrant dismissal. The notice of dismissal shall be in writing and shall state the specific charges and reasons for dismissal. Prior to dismissal, an employee shall be entitled to a pre-disciplinary hearing at which time the employee will be able to present any evidence in defense of the charges.

SECTION 4.1 ANTI-WORKPLACE VIOLENCE

The Village is committed to providing a safe and comfortable working environment for its employees. The Village is committed to promptly responding to situations which are brought to the attention of management and appear to raise the potential for violent behavior. Any employee who attempts to intimidate or commits an act of violence toward any other Village employee, customer, or vendor, or subtly or directly threatens or hints such action, will be subject to discipline, up to and including termination.

SECTION 4.2 WEAPONS AND FIREARMS IN THE WORKPLACE

The Village's policy is to maintain a work environment that is free of the possession and use of firearms, explosives, other weapons, or materials employed as a weapon. The Village requires



the cooperation of all individuals working on behalf of the Village in complying with this policy. Violations of the policy may lead to disciplinary action, up to and including termination.

No employee, or contractor, shall carry, wear, or otherwise possess, control, transfer, sell, give, deliver, accept, or use any weapons or materials employed as a weapon at any time on and off Village property in work areas, while performing work duties, or while operating Village equipment or vehicles. Willowbrook Police Officers are exempt from this restriction, as it relates to the performance of their job duties as law enforcement officers.

4.2.1 Concealed Carrying Prohibited

In addition to the prohibition on weapons in all Village work areas, Village facilities are a "prohibited area" under 430 ILCS 66/65 (a) (5) of the Illinois Firearms Concealed Carry Act and thus concealed carrying in or on any Village facility is not authorized by law, regardless of whether the individual possesses a concealed carry permit and/or FOID card.

4.2.2 Exceptions for Carrying a Lawful Weapon onto Village Premises

An individual may keep a lawful weapon in their personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the weapon is kept (1) in compliance with all applicable Federal, State, and local laws and regulations, (2) entirely out of sight (such as glove compartment or trunk) within the locked vehicle, and (3) so long as the individual is properly licensed and otherwise complies with Village policy. Under no circumstances shall an individual bring a weapon into a Village building or work area.

Willowbrook Sworn Police Officers and civilian employees may possess weapons as authorized by Police Department Policy to fulfill their job duties. Other sworn law enforcement officers, who are on Village premises, in the course of their official duties may possess weapons issued by their respective law enforcement agency.

4.2.3 Duty to Report

Weapons on Village property, including Village-owned vehicles and equipment, are considered an immediate safety issue. Any individual who suspects or has knowledge of a weapon in Village-owned buildings, vehicles or equipment or is improperly stored in personal vehicles is required to call 911 and make a report to the Police Department. Any individuals with questions about bringing weapons onto Village premises should contact the Village Administrator's Office.

SECTION 4.3 ANTI-HARASSMENT / ANTI-DISCRIMINATION AND OTHER INAPPROPRIATE BEHAVIOR

4.3.1 Purpose of Policy

The Village is committed to maintaining a work environment which is free from all forms of harassment or discrimination of any kind. In keeping with this commitment, the Village will not tolerate sexual harassment or any other form of harassment or discrimination of any kind based upon a person's actual or perceived race, color, religion, sex, pregnancy, ancestry, national origin, age, disability, sexual orientation, marital status, citizenship status, or other legally protected group status, by its employees or against its employees by anyone, including supervisors, co-workers, officers, vendors, customers or any third party. This Policy is intended to assure that the Village is taking all steps to prevent harassment and discrimination in the



workplace and to correct harassing or discriminatory conduct that does occur before it becomes severe or pervasive.

Each Village employee and officer bears the responsibility to refrain from discrimination or harassment in the workplace. Village employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination of employment with the Village. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.

The Village also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

4.3.2 Definitions and Prohibited Conduct

A. Sexual Harassment

Sexual harassment, for purposes of this policy, means any harassment or discrimination on the basis of an individual's actual or perceived sex or gender, including 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;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; 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 work place itself and in other work-related settings such as business trips, court appearances and business-related social events.

Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually-oriented acts or sex-based conduct have no legitimate business purpose. Where such conduct is directed by a supervisor (or someone in a management position) toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence he or she has or is perceived to have over the employment conditions and benefits of the subordinate.

Prohibited acts of sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Such behavior may include, but is not limited to: unwanted sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls; touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, instant messaging, texts, Internet or computer usage); and other



physical, verbal or visual conduct of a sexual nature. Harassment that does not include sexual activity or language may also constitute discrimination if it is severe or pervasive and directed at employees because of their actual or perceived gender.

B. Other Forms of Harassment and Discrimination

Harassment or discrimination consists of unwelcome conduct of any kind, whether verbal or physical, or disparate treatment affecting an individual's terms and conditions of employment based upon a person's actual or perceived race, color, religion, sex (gender), pregnancy, ancestry, national origin, age, physical or mental disability, sexual orientation, marital status, citizenship status, or other legally protected group status.

Harassing conduct (based on other protected categories) includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail, instant messaging, texts, Internet or computer usage) because of his or her actual or perceived protected status.

The Village will not tolerate harassing or discriminatory conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.

4.3.3 Individuals Covered Under The Policy

This policy covers all employees and officers of the Village. The Village will not tolerate, condone or allow harassment or discrimination, whether engaged in by fellow employees, supervisors, officers or by other non-employees who conduct business with the Village. The Village supports and encourages reporting of all incidents of harassment and discrimination, regardless of who the offender may be, and will promptly investigate all reported incidents. Where the alleged offender is not an employee or officer of the Village, the Assistant Village Administrator or the Village Administrator, in consultation with the complainant, will review the complaint and make every effort to identify a reasonable remedy if harassment or discrimination has been confirmed.

4.3.4 Responsibility of Supervisory Employees

Each supervisor is responsible for maintaining the workplace free from harassment and discrimination. This is accomplished by promoting a professional environment and by dealing with harassment and discrimination as well as other forms of employee misconduct. In addition, all supervisors are required to report complaints of harassment or discrimination to the Assistant Village Administrator or the Village Administrator. A supervisor must address an observed incident of harassment or discrimination or a complaint with seriousness, take prompt action to investigate it, report it, and end it, and implement appropriate disciplinary action. This also applies to cases where an employee tells the supervisor about behavior that constitutes sexual harassment, or other harassment or discrimination, but does not want to make a formal complaint. In addition, supervisors must ensure that no retaliation will result against an employee making a complaint of harassment or discrimination.



4.3.5 Responsibility of Individual Employees

Each individual employee and officer has the responsibility to refrain from harassment and discrimination in the workplace and to report incidents of harassment or discrimination. An individual employee who harasses or discriminates against a fellow employee is, of course, liable for his or her individual conduct and will be subject to disciplinary action, up to and including termination of employment.

4.3.6 Complaint Process

While the Village encourages individuals who believe they are being harassed or discriminated to firmly and promptly notify the offender that his or her behavior is unwelcome, the Village also recognizes that such a confrontation may be ineffective or 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 complaint of harassment or discrimination.

A. Reporting of Incident: All employees and officers are required to report any suspected harassment or discrimination by another person to his or her Department Head, except where the Department Head is the individual accused of harassment or discrimination. In that case, the complaint should be reported to the Assistant Village Administrator or the Village Administrator of the Village. In the case of an instance of sexual harassment, if the victim prefers to report the suspected harassment to someone of the same gender as that of the victim, the complaint can be reported to a Department Head of another Department or the Assistant Village Administrator. The report may be made initially either orally or in writing, but reports made orally must ultimately be reduced to writing.

B. Investigation of Complaint: When a complaint of harassment or discrimination has been reported, the Village Administrator (or Village President, in the event the Village Administrator is the individual accused of harassment or discrimination) or his or her designee will make a determination as to whether a detailed fact-finding investigation is necessary. (For example, if the alleged harasser does not deny the accusation, there would be no need to interview witnesses, and the Village could immediately determine appropriate corrective action.) If a fact-finding investigation is necessary, the Village Administrator or his or her designee will promptly initiate an investigation of the suspected harassment or discrimination. The fact-finding investigation will include an interview with the employee(s) who made the initial report, the person(s) towards whom the suspected harassment was directed and the individual(s) accused of the harassment or discrimination. Any other person who may have information regarding the alleged harassment or discrimination may also be interviewed.

C. Records; Confidentiality: Employees who report incidents of harassment or discrimination are encouraged to keep written notes in order to accurately record the offensive conduct. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that records it maintains and the complainant maintains may not be considered privileged from disclosure.

D. Timeframe for Reporting Complaint: The Village encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. Delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.



E. Protection Against Retaliation – Retaliation Prohibited: The Village will not in any way retaliate or permit any employee, officer or agent of the Village to retaliate against an individual who makes a report of harassment or discrimination or provides information related to such report. Any witness to an incident or participant in any investigation of harassment or discrimination is also protected from retaliation. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment or discrimination will be subject to the same disciplinary action provided for harassment/discrimination offenders, meaning disciplinary action up to and including termination of employment. No one making a complaint of harassment or discrimination or providing information related thereto will be retaliated against even if a complaint made in good faith is not substantiated. Similar to the prohibition against retaliation as set forth in this policy, whistleblower protection from retaliatory action is afforded under the State Officials and Employees Ethics Act (5 ILCS 430/15-10; 5 ILCS 430/70-5), the Whistleblower Act (740 ILCS 174/15(a)) and the Illinois Human Rights Act (775 ILCS 5/6-101).

F. Appeals: If either party directly involved in a harassment or discrimination investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments in a timely manner to the Village President, for review.

4.3.7 Discipline/Sanctions

Disciplinary action will be taken against any employee found to have engaged in harassment or discrimination of any other employee. The extent of sanctions may depend in part upon the length and conditions 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, to deal with unreasonable conduct, harassment or discrimination.

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.

4.3.8 False and Frivolous Complaints

If an investigation results in a finding that the complainant falsely accused another of harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, up to and including termination. False and frivolous charges do not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for an individual accused of harassment or discrimination, a false and frivolous charge is a severe offense that can itself result in disciplinary action, including termination.

4.3.9 Education / Training

Education and training for employees and officers at every level of the Village is critical to the success of the Village's policy against harassment and discrimination. This policy will be distributed to all employees and officers of the Village. All employees and officers are required to read and sign a receipt of the Village's policy. In addition, employees and officers will receive annual training regarding the Village's policy. The training shall include, at a minimum, the following: (i) the definition and a description of sexual harassment, unlawful discrimination, and harassment, including examples of each; (ii) details on how an individual can report an allegation of sexual harassment, unlawful discrimination, or harassment, including options for



making a confidential report to a supervisor or the Department of Human Rights; (iii) the definition and description of retaliation for reporting sexual harassment, unlawful discrimination, or harassment allegations utilizing examples, including availability of whistleblower protections under the Workplace Transparency Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment, unlawful discrimination, and harassment and the consequences for knowingly making a false report. A person who fills a vacancy in an elective or appointed office and all newly hired employees will complete his or her initial harassment and discrimination prevention training program within 30 days after commencement of his or her office or employment.

4.3.10 External Procedures for Filing a Complaint of Harassment or Discrimination

The Village hopes that any incident of harassment or discrimination can be resolved through the internal process outlined above. All employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR or the EEOC must be filed within three hundred (300) days of the incident. In addition, an appeal process is available through the Human Rights Commission (IHRC), after the IDHR has completed its investigation of the complaint.

The Illinois Department of Human Rights (IDHR) may be contacted as follows:

(312) 814-6200
(866) 740-3953

The Illinois Human Rights Commission (IHRC) may be contacted as follows:

CHICAGO	(312) 814-6269
TTY	(312) 814-4760

The United States Equal Employment Opportunity Commission (EEOC) may be contacted as follows:

(312) 872-9744
(866) 740-3953

An employee who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC may file a retaliation charge with either of these agencies. The charges must be filed within 300 days of the retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges of assault and battery.

Each Village employee and officer bears the responsibility to refrain from discrimination or harassment in the workplace. Village employees who engage in discriminatory or harassing conduct may be subject to disciplinary action, up to and including termination of employment with the Village. Furthermore, it is the responsibility of all supervisors to make sure that the work environment is free from harassment or discrimination of any kind.



The Village also prohibits retaliation of any kind against anyone who has complained about discrimination or harassment, whether that concern relates to discrimination against or harassment of the individual raising the concern or against another individual.

4.3.11 Whistleblower Protection Policy

The Village encourages its employees to report improper activities in the workplace and will protect employees from retaliation for making any such report in good faith.

In addition, employees can refuse to participate in an activity that would result in a violation of local, state or federal laws, or a violation or noncompliance with a local, state or federal rule or regulation.

4.3.12 Bullying

The Village will not tolerate verbally or physically abusive conduct by anyone which harasses, disrupts, or interferes with another person's work performance or which creates an intimidating, offensive or hostile working environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of all employees, supervisors, elected or appointed officials, vendors, contractors, guests and other regular visitors of the Village. Bullying in the workplace interferes with another person's work performance. It is conduct that can be verbally or physically abusive; therefore it is not tolerated. All employees are expected to stop bullying in the workplace by demonstrating appropriate behavior consistent with these standards, and avoiding engaging in behavior that is inconsistent with these standards.

Bullying refers to actions or conduct, whether verbal or physical, toward or about an individual that has the purpose or effect of substantially interfering with an employee's work or work environment and that adversely affects an employee's ability to contribute to work or the work environment by placing the employee in reasonable fear of physical harm and/or by causing emotional distress. Bullying may occur verbally, physically, in writing (including emails, text messages and online postings) or non-verbally/non-physically (*i.e.*, hand gestures). Bullying may also involve an abuse of power across different classifications of employees (*i.e.*, supervisors, clerks, security personnel etc.)

Bullying includes an individual's repeated, intentional and/or targeted actions directed toward an employee (or a group of employees) that have the purpose or effect of abusing, intimidating, demeaning, degrading, threatening, coercing, and/or humiliating the employee(s). Workplace bullying is often characterized through purposeful use of insulting, hurtful, hostile, vindictive, cruel or malicious behaviors that undermine, disrupt or negatively impact an employee's ability to do their job.

Some examples of bullying include, but are not limited to:

- Persistent or arbitrary criticism; publicizing humiliating or false information about an employee's work or reputation;
- Gossip, rumors and innuendo;
- Tampering with a person's personal belongings or work equipment;



- Excessive teasing;
- Pranks, tricks or practical jokes that have the intent or effect of humiliating or embarrassing a person;
- Yelling or use of profanity or demeaning language; verbal abuse, threats and intimidation;
- Withholding necessary information or purposefully giving the wrong information;
- Setting another employee up to fail; deliberately undermining or sabotaging another employee's work;
- Systemic isolation, exclusion, ignoring or ostracizing of an individual from work, work interactions and the work environment;
- Deliberate, inappropriate or cruel jokes targeted toward an employee or made at an employee's expense;
- Staring, glaring or nonverbal intimidation and displays of hostility.

Any employee who has experienced or witnessed behavior that could constitute bullying should report the behavior to a supervisor or the Village Administrator's Office. The Village will investigate all complaints arising under this policy in accordance with the procedures set forth in section 4.4.6, and if it is determined that any employee has engaged in inappropriate conduct under this policy, management will take appropriate corrective and/or disciplinary action, up to and including termination.

4.3.13 Non-Fraternization Policy

Working relationships can sometimes evolve into personal relationships. When employees are engaged in a personal relationship, a conflict of interest may arise in certain instances. While the Village encourages a collegial and supportive atmosphere at work for its employees, personal relationships between employees may become a concern if they create an appearance of impropriety, impair the work of any employee; involve harassing, demeaning, or creating a hostile working environment for any employee; or disrupt the smooth and orderly flow of work within the office. In order to avoid conflicts of interest, the Village has implemented the following policy.

For purposes of this policy personal relationship includes dating; engagement to be married; cohabitation within the same household and living in a romantic partnership (excludes platonic roommates sharing living expenses); having a romantic or sexual relationship.

An employee may not supervise or hire a person with whom he or she is having a personal relationship. An employee may not work in a position where he or she has influence over the terms and conditions of the employment of a person with whom he or she has a personal relationship.

Employees that are in a personal relationship, regardless of whether one employee has supervisory authority over the other, must immediately report the relationship to their Supervisor, Department Head or the Village Administrator, so that the situation can be



evaluated. In case of an actual or potential conflict of interest, the Village will take prompt action. This may include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

If a relationship or social activity between two or more employees: has the potential or effect of involving the employees, their coworkers, or the Village in any kind of dispute or conflict with other employees or third parties; interferes with the work of any employee, creates a harassing, demeaning, or hostile working environment for any employee; disrupts the smooth and orderly flow of work within the office, or the delivery of services to the residents or customers; or tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) involved may be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances. The Village also reserves the right to reassign any employee at its sole discretion in the event a conflict to this policy is identified.

No employee may use Village equipment or facilities for furtherance of non-work-related activities or relationships unless done through channels available to the public.

Failure to comply with this policy can lead to discipline, up to and including termination.

4.3.14 Anti-Retaliation Policy

The Village has a strict anti-retaliation policy, which includes employee protections under the Whistleblower Act (740 ILCS 174/15(a)), and Illinois Human Rights Act (775 ILCS 5/6-101). All employees should be advised that retaliation will not be tolerated against any person who has filed a complaint in regards to harassment, discrimination, sexual harassment or bullying; or who assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or who files a charge of discrimination or harassment; or who otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation will result in severe discipline, up to and including termination. Anyone experiencing or witnessing any conduct he or she believes to be discriminatory or retaliatory should immediately report such conduct using the complaint process set forth in Section 4.4.8.

4.3.15 Americans with Disabilities Act (ADA)

It is the policy of the Village to comply with all provisions of the Americans with Disabilities Act ("ADA"). The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of his physical or mental disability. The Village also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job. If an employee has a disability and requires a reasonable accommodation in order to perform the essential functions of their job, the employee should contact the Village Administrator's Office to request such an accommodation. The Village will engage in an interactive process with the employee to identify the barriers, if any that are interfering with the employee's ability to perform the essential job functions. As part of the interactive process, the Village may request that the individual provide certain information from their health care provider related to their ability to perform the essential



job functions, with or without reasonable accommodation.

SECTION 4.4 PERSONAL SOCIAL MEDIA USE

At the Village, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Village, as well as any other form of electronic communication.

The same principles and guidelines found in the Village's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects residents, customers, suppliers, people who work on behalf of the Village or the Village's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

The same rules found in this Handbook apply to your activities online. Carefully read these guidelines paying specific attention to the Village's Anti-Harassment/Anti-Discrimination/Anti-Retaliation Policy identified in Section 4.4 of the Handbook. Ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, residents, customers, members, suppliers or people who work on behalf of the Village. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage residents, customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Village policy.



Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Village, its residents, fellow employees, members, customers, suppliers, or people working on behalf of the Village.

Post only appropriate and respectful content

- Maintain the confidentiality of the Village's private or confidential information.
- Do not create a link from your blog, website or other social networking site to a Village website without identifying yourself as a Village employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Village. If the Village is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Village, fellow employees, residents, members, customers, suppliers or people working on behalf of the Village.
- If you do publish a blog or post online related to the work you do or subjects associated with the Village, make it clear that you are not speaking on behalf of the Village. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Village."

Using social media at work

Refrain from using social media while on work time or on equipment provided by the Village, unless it is work-related as authorized by your manager or consistent with Village policies. Do not use the Village's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Village prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

For more information

If you have questions or need further guidance, please contact the Village Administrator.

SECTION 4.5 DRUG FREE WORKPLACE POLICY

The public has a right to expect Village employees will not report to work under the influence of drugs or alcohol. The Village has a right to expect its employees to report to work ready for duty and to set a positive example for the community. In all instances, employees are expected to



maintain a safe workplace and to promote the safety of employees and the public. The Village has adopted a strict drug and alcohol-free workplace policy to provide a safe and healthy workplace for all employees, prevent accidents, and to comply with federal and state health and safety regulations.

The Village of Willowbrook, in compliance with its obligations under the Drug-Free Workplace Act of 1988 and the Illinois Drug-Free Workplace Act, hereby notifies all employees that the Village has a policy of maintaining a drug and alcohol-free workplace and that the unlawful manufacture, dispensing, possession, use or distribution of drugs or alcohol is prohibited on Village premises. All employees must abide by the terms of this policy as a condition of employment with the Village.

Note: Pursuant to federal law, employees in positions requiring a CDL are subject to the Controlled Substance and Alcohol Use and Testing regulations contained in 49 CFR § 382 *et seq.* Accordingly, such employees are governed by the federal regulations in addition to the provisions of this Village policy.

4.5.1 Definitions

“Drugs” include any controlled substance as listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. §812, any drug which is not legally obtainable, and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages, or any other intoxicating substance. Prohibited substances include, but are not limited to: narcotics (heroin, morphine, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, “designer drugs”, etc.).

“Under the Influence of Alcohol” means an alcohol concentration of .02 or more, or actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use, or conduct involving alcohol adversely affecting the employee’s work performance, the safety of the employee, fellow workers, or the public, or the Village’s reputation.

“Under the Influence of Drugs” means a confirmed positive test result for drug use or their metabolites or conduct evidencing apparent impairment such as conduct involving drugs adversely affecting the employee’s work performance, the safety of the employee, fellow workers, or the public, or the Village’s reputation.

“Refusal to submit” means to obstruct the collection process, to submit an altered, adulterated, or substitute sample, or to fail to promptly provide specimen for testing when directed.

“Positive Test Results” means a positive result on both the initial screening test and confirming test.

“Sensitive Positions” are defined as those positions involving functions, duties and responsibilities which have a direct and substantial effect on public health or safety or the health or safety of co-workers.



“Qualifying Patient” is defined under 410 ILCS 130 Compassionate Use of Medical Pilot Program Act as a patient who holds a Registry Identification Card from the Department of Public Health permitting them to obtain and use legally prescribed medical cannabis.

4.5.2 Prohibitions

All employees shall be prohibited from:

- Consuming, possessing, or using alcohol or drugs at any time while on-call or during the employee’s working hours, including breaks, on any of the Village’s premises or job sites, including all Village facilities, properties, vehicles, and the employee’s personal vehicle while engaged in the business of the Village;
- Using, selling, purchasing, manufacturing, dispensing, or delivering any drug during the employee’s working hours, including breaks, while on call or when off duty;
- Being under the influence of alcohol and/or drugs while working or on call;
- Consuming alcohol or using drugs in public, outside of work hours, while in a Village uniform, or attire indicating employment with the Village;
- Consumption, possession, or being under the influence of marijuana, including medical cannabis products, as defined by 410 ILCS 130, during the employee’s working hours, including breaks and while on call;
- Failing to report to their supervisor any known adverse side effects of the medication or prescription drugs which they are taking;

4.5.3 Reporting Requirement

It is the responsibility of the employee to report to their supervisor at the beginning of their shift of any restrictions from prescription drugs that have been prescribed for them by a physician, which could alter their behavior or impair their ability to perform work safely. If the employee finds that their behavior or ability to perform work safely has been compromised, they are to report this to a supervisor immediately. Failure to report the impact or potential impact of prescription drugs on an employee’s ability to safely perform their job duties could subject the employee to discipline.

Employees must also report any criminal convictions the next business day after the conviction and must report any arrest the next business day, or prior to reporting to work, whichever is sooner, for purposes of facilitating investigation into the allegations to determine if there has been a violation of Village policy or other change in eligibility for continued employment.

Any employee of the Village convicted of a violation of any federal or state criminal statute involving the manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace must notify the Village no later than five (5) calendar days after such conviction, which is defined to include a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

4.5.4 Medicinal Cannabis Use

Effective January 1, 2014, the 410 ILCS 130 Compassionate Use of Medical Cannabis Pilot Program Act allows for the lawful use of medical cannabis for a “Qualifying Patient” whose physician certifies has a debilitating medical condition that the patient would receive therapeutic benefit from medical cannabis.



A “Qualifying Patient” is prohibited from and subject to discharge if they are found using, possessing, or being under the influence of legally prescribed medical cannabis during work hours, on Village property, or anywhere conducting business on behalf of the Village. Unless otherwise noted, “Qualified Patients” are required to comply with this policy, which will apply to Qualified Patients on the same basis as any other employee who violates a provision of this Policy.

A “Qualifying Patient” who is subject to random drug testing or drug testing as part of their required physical will be held to the same standards as employees not in possession of a Registry Identification Card.

4.5.5 Circumstances Requiring Drug and Alcohol Testing

There are several conditions or situations in which an employee will be ordered to submit to an alcohol or drug test. In conducting the drug test, the Village shall use only laboratories that are certified by the Substance Abuse and Mental Health Services Administration.

- Pre-employment Testing: All offers of employment are contingent upon applicants passing a drug test before beginning their employment with the Village. Refusal to submit to testing will result in disqualification of further employment consideration.
- Random Testing: Employees employed in safety sensitive positions may be subject to periodic or random testing. Employees are required to submit for testing when selected.
- Reasonable Suspicion Testing: If the Village has reasonable suspicion to believe an employee is under the influence of alcohol or drugs during the course of the employee's shift, the Village has the right to require the employee to submit to alcohol and/or drug testing. Under no circumstances will the employee be allowed to drive themselves to the testing facility.

Reasonable suspicion shall be deemed to exist if the facts and circumstances warrant rational inferences by a supervisor that a person is using and/or is physically or mentally impaired due to being under the influence of a controlled substance. Reasonable suspicion will be based upon the following:

- When a trained supervisor observes that reasonable suspicion exists based on specific, contemporaneous, observations concerning the appearance, behavior, speech or body odors of the employee; and when a trained supervisor has confirmed, with the input of a second trained supervisor, the reasonable suspicion determination;
- When an employee has been arrested or indicted for conduct involving illegal drug and/or alcohol related activity on or off duty;
- When an employee is involved in an on-the-job injury or accident causing reasonable suspicion of drug or alcohol use. Based on the individual circumstances surrounding the accident and the employee's conduct, when an employee is involved in an on-duty accident, while driving their personal or Village vehicle, resulting in a human fatality, or bodily injury with immediate medical treatment away from the scene, or disabling damage to any motor vehicle. The subsequent testing must take place within two (2) hours following the accident.



4.5.6 Use of Legal Drugs

Any employee who works on or near vehicles or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug (including medical marijuana) must report the use of such legal drug to the Department Director if the legal drug can affect the employee's performance by causing drowsiness or if it alters perception, judgment, or reaction time or prevents the employee from performing his or her job safely. The burden is on the employee to ascertain from his doctor or pharmacist whether or not the legal drug has such a potential side effect and to notify the Department Director to determine if some reasonable accommodation is appropriate. The information will be retained by the Village in a confidential manner and will be disclosed only to persons who need to know. The employee's Supervisor, after conferring with the Department Director, will decide whether or not an employee may safely continue to perform his job while using the legal drug. Failure to declare the use of such legal drugs will be cause for discipline, up to and including dismissal.

4.5.7 Order to Submit to Testing

Employees subject to testing for reasonable suspicion, officer involved shooting or due to an accident shall be driven by a supervisor to a Village designated medical facility. When testing is ordered, the employee may be removed from duty and placed on administrative leave with pay pending the receipt of results. Any refusal to submit to drug or alcohol testing when requested by the Village, will result in discipline up to and including termination, but the employee's taking of the test shall not be construed as a waiver of an objections or rights the employee may have. Employees who hold a Commercial Driver's License may be subject to additional rules and regulations as defined under the Department of Transportation.

4.5.8 Confidentiality

Information and records relating to positive test results, drug dependencies and legitimate medical explanations provided to the Medical Review Officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

4.5.9 Discipline/Penalties for Violation

- A. An employee who reports to work under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on Village property, is convicted of a drug related crime, causes financial or physical damage to the Village, Village property or its employees, or fails to report the use of legal drugs in accordance with this policy, or who otherwise fails to cooperate with this policy will be disciplined and/or must successfully complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency and by the Village. On the first occurrence, discipline may consist of suspension with or without pay, termination, and/or successful completion of a drug assistance or rehabilitation program as deemed appropriate by the Village, under the circumstances. The employee shall be terminated on the second occurrence.



- B. The Village shall terminate an employee (a) if the employee refuses to submit to diagnosis, testing or screening upon request of the Village; (b) if the employee tampers in any way with the specimen given to the Medical Facility for purposes of drug screening or testing; (c) if the Medical Facility recommends treatment and the employee refuses to undergo such treatment; (d) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (e) if the employee, who in the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (f) if the employee fails to notify their Department Director of an arrest and/or conviction for violating any federal or state Criminal Drug Statute in accordance with this policy.
- C. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Village (with or without a reasonable accommodation if the individual is disabled). Participation in a treatment program will not, in itself, protect the employee from disciplinary actions. The Village, however, will not take adverse action against an employee solely because he voluntarily and successfully completes medical treatment.

In addition to, or as an alternative to discipline, the Village may require an employee who violates this policy or a convicted employee to successfully complete an appropriate drug or alcohol abuse employee assistance treatment recommendations and any required follow-up testing.

Infractions may also be reported to law enforcement officials when appropriate.

4.5.10 Follow Up Testing

Depending upon the circumstances and the employee's work history/record, the Village may offer an employee who violates this policy or tests positive the opportunity to return to work on a last chance basis pursuant to mutually agreeable terms, which could include, but are not limited to, follow-up testing at times and frequencies determined by the Village. If the employee either does not complete their rehabilitation program or tests positive during, or after completing, the rehabilitation program, the employee may be subject to immediate discharge from employment.

4.5.11 Voluntary Request for Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this policy. No employee will be disciplined or discharged for voluntarily seeking medical or other professional assistance for alcohol and drug problems. However, the employee must continue to observe all of the Village's policies and rules, including those relating to the use and possession of drugs and alcohol. Seeking professional assistance or participating in a drug and/or alcohol rehabilitation program will not insulate an employee from discipline, up to and including immediate termination, for violation of the Village's policies and rules.

Additionally, the Village may, in its discretion, abstain from implementing an adverse employment action against an employee who prior to a positive test result voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired on the job.

This shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such an individual from performing regular



job duties or whose continuance on active status would constitute a direct threat to the property or safety of others.

The Village may require reassignment with pay of an employee who voluntarily seeks assistance if the employee is then unfit for duty in their current assignment and if another assignment is available in which the employee is qualified and able to perform. The Village shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above; assignment to inactive status as described above; or discipline for misconduct. When undergoing treatment and evaluation, the employee shall be allowed to use sick leave, and/or paid leave, apply for the catastrophic leave program and/or may be placed on unpaid leave by the Village Administrator's Office or designee pending treatment.

The employee may be required to document that they are successfully following prescribed treatment and may be subject to follow up alcohol and/or drug testing as a condition of continued employment.

SECTION 4.6 DRIVER'S LICENSE AND INSURANCE

All employees who drive Village-owned vehicles or privately owned vehicles to conduct Village business must possess a valid driver's license. Employees who use a privately owned vehicle to conduct Village business must also carry valid insurance in accordance with state law. In the event such an employee's driver's license is suspended, revoked or lost, they are required to notify the Village immediately.

SECTION 4.7 USE OF VILLAGE-OWNED EQUIPMENT, VEHICLES, AND SUPPLIES

Village-owned equipment, vehicles, and supplies are provided by the Village to enable employees to perform their job functions and responsibilities. Unauthorized use of Village-owned equipment, vehicles or supplies is prohibited. Personal equipment, tools, or supplies may not be brought on Village property and used for Village-related business, or stored on Village premises, without prior authorization by the employee's Department Director or designee.

Employees are responsible for the care and conservation of Village equipment, vehicles and supplies. Accidents, breakdowns, or malfunction of any vehicle or equipment shall be reported promptly to a supervisor so the necessary repairs may be made.

Village provided vehicles may be used to travel to destinations up to one hundred (100) miles (one-way) from Willowbrook, if approved by Village Administrator (or designee). Pre-planned trips beyond one hundred (100) miles are to be approved by the Village Administrator (or designee) prior to use. Gasoline purchases are reimbursable when accompanied by a valid receipt. Employee's receiving an automobile allowance from the Village may not use a Village owned vehicle. Exceptions to this policy may be made only by the Village Administrator (or designee).

SECTION 4.8 DRIVER OPERATIONS AND USE OF VILLAGE VEHICLES POLICY

When using Village vehicles, employees are expected to exercise care, perform required maintenance, inspections, and follow all operating instructions, safety standards, and guidelines. Village vehicles shall not be used for unauthorized, non-Village purposes. Any employee who



violates this policy or who is responsible for the improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, including excessive or avoidable traffic and parking violations, may be disciplined, up to and including termination.

It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, the Village of Willowbrook endorses all applicable state motor vehicle laws and regulations relating to driver responsibility. The Village expects each driver to drive in a safe and courteous manner pursuant to the following safety rules, **including the use of a seatbelt at all times**. If an employee receives a driving or parking ticket (including a red-light camera violation) while driving a Village vehicle, the employee will be financially responsible for paying the fine timely and court appearances.

Employees must comply with Illinois Vehicle Code (625 ILCS 5/12 – 610.2) and refrain from using an electronic communication device as defined by the Illinois Vehicle Code. Per state law, employees may not send or receive a text message while operating any Village vehicle.

Village-owned vehicles are considered a “workplace” and are subject to conditions of the Employee Handbook, including, but not limited to, smoking and weapons prohibitions and the ability of the supervisor to inspect vehicles at any time.

An employee who is found to have violated this policy shall be subject to discipline.

4.8.1 Take-Home Vehicle Policy

With Department Director or designee approval, there may be occasions where a situation warrants an employee to take a Village vehicle home. The employee may use the Village vehicle only for travel necessary to accomplish official Village business. Employees who are approved to take a Village vehicle home overnight shall lock and secure the vehicle within close proximity to the employee's residence. Employees are prohibited from having passengers (other than employees) in Village vehicles unless the presence of a passenger is specifically required by job function, duties, or circumstances that were beyond the driver's control, or as otherwise approved by the Department Director or designee. Employees are prohibited from allowing others to drive the vehicle.

4.8.2 Accident Reporting Procedures

Employees involved in a vehicle accident while conducting Village business should take the following steps, regardless of whether it is a private or Village owned vehicle, to document the incident:

- Call the local police jurisdiction responsible for completing a motor vehicle accident report. Employees are expected to fully cooperate with local authorities;
- Report details to immediate supervisor immediately and complete appropriate forms within 24 hours, unless otherwise impracticable;
- Report to the supervisor and the Village Administrator's Office in writing how the accident occurred;



SECTION 4.9 COMPUTER HARDWARE, SOFTWARE USE, AND ELECTRONIC COMMUNICATIONS

For the purpose of this policy, a “user” is defined as either an individual employed by the Village or a Village contractor who is employed by a third party. The technology resources provided to all users both internally (networks, servers, workstations, laptops, telephones, databases, services such as the Internet and e-mail, etc.) or externally (such as remote access, tablets, cell phones, antennas, or wireless access points) are the sole property of the Village and are intended for Village business use. Users do not have any reasonable expectation of privacy in the use of Village technology resources, including the creation, entry, receipt, storage, or transmission of data. The Village has the right to monitor all technology, including telephone conversations, text messages, inspect mail or documents sent to you or by you. All data generated by, created, entered, received, stored, or transmitted via the Village’s technology resources is Village property, and the Village may, without prior notice, access, search, monitor, inspect, review, or disclose all such data and use of technology resources. Users specifically consent to the access by and disclosure to the Village of information created, entered, transmitted, or received via the Village’s technology resources that are stored by a third-party electronic communication service or remote computing service, and have no expectation of privacy in such information.

Any unauthorized or inappropriate use of Village-owned assets may result in disciplinary action, up to and including termination. Anyone using Village technology resources for defamatory, illegal, fraudulent or other inappropriate purposes may also be subject to civil liability or criminal prosecution, where appropriate. If you suspect a user is misusing Village resources, you are responsible for immediately reporting the misuse to your supervisor, Department Director, or the Village Administrator’s Office.

4.9.1 User ID and Passwords

All access to Village technology resources is to be defined by a unique User ID combined with a password or a more advanced user access technology approved by the Village Administrator’s Office. Passwords are confidential and should be known only to the owner of the user account (for individual User IDs) or those individuals authorized to access or control a shared account (such as a system or shared mailbox).

4.9.2 Use of Village Phones and Personal Cell Phones

Users are often required to use Village telephones (including cell phones) in the course of performing their job duties. Such use should be limited to calls, texts, web browsing, and use of apps that are necessary for the performance of users’ duties, and personal use should be kept to a minimum. While it is understandable that users may occasionally need to make brief calls and texts of a personal nature, it is expected that such calls, texts or any other usage will be kept to a minimum. The Village reserves the right to monitor its equipment to ensure telephones are used appropriately for business purposes.

Use of personal cell phones can be disruptive in the workplace. Users are expected to devote working time to performance of job duties, and any use of communications devices during working time for messaging or functions, such as gaming, internet browsing, etc. is prohibited. As a general rule, cell phones and personal devices should be turned off or switched to silent mode during working hours and in work areas. Occasional, limited personal phone calls and messaging may be permitted for brief calls or texts to address personal matters requiring immediate attention, provided such use does not interfere with Village business or the work duties or environment of



the individual or any other individual and does not violate Village policies regarding conduct in the workplace. Otherwise, personal use should occur only during non-work time and must be made in a manner that does not disturb individuals who are working.

4.9.3 Use of Hardware and Software

Users may not use the Village network in any way that violates international, federal, state, or local law or regulations or violates any Village policy, standard or procedure. At no time will any user connect to any end-user device that has not been provided, configured and/or approved by the Village Administrator's Office to the Village computing environment. Such devices include but are not limited to: laptops, tablets, personal computers, copiers, networking devices, wireless access devices, personal digital assistant devices, smart phones, etc. In general, use of the Village's technology systems and electronic communications should be job-related and not for personal convenience. Hardware may not be relocated, connected, or disconnected from any personal computer without the prior approval of the Village Administrator or his/her designee.

Only software that has been approved by the Village Administrator's Office shall be installed or executed on any Village computer. It is against Village policy to install, access or execute any software or data that has not been approved for use. Software requests must first be approved by the requester's manager and then be made to the Village Administrator's Office or via an email request to the IT Help Desk. The Information Technology Division will obtain and track the licenses, test new software for conflict and compatibility, and perform the installation. Users are responsible for securing workstations (screen lock or logout) prior to leaving their work area or vehicle to prevent unauthorized access. All Village antivirus, data loss prevention, and other security systems must not be disabled, interfered with, or circumvented in any way. All encryption keys including keyless remote fobs, token, and software access keys must be protected and securely stored to prevent their unauthorized disclosure and fraudulent use.

4.9.4 Use of the Internet

Each user is solely responsible for what they download, and for what they transmit or communicates by electronic mail or the Internet. All Internet use through Village resources is subject to the Village's policy on harassment, discrimination and other applicable State and Federal laws.

4.9.5 Electronic Communications

The Village's telephone, e-mail, computer, voice mail, Internet, smart phones, digital cameras, and other communication systems are not intended for personal use. The Village may monitor any of these systems to prevent abuse and ensure that our communications with vendors, members of the public, and each other are of the highest quality. By using the telephone, e-mail, voice mail, Internet or other modes of communication, you consent to such monitoring. With regard to the e-mail, computer, voice mail, and Internet systems, users are advised that passwords, varying levels of message protection, and other security measures are all accessible by the Village.

Use of Village telephone, e-mail, voice mail, digital cameras, computer, or other communication devices in a manner that does not comply with the Village's equal employment, harassment or other policies or standards of conduct is strictly prohibited.



Users are advised that records related to electronic communications (*i.e.*, calls, text messages, voicemails, or emails) sent from or to and electronic files (*i.e.*, pictures or electronic files) are stored on Village-owned mobile/cellular telephones or other electronic devices are public information, information related to telephone numbers called, length of call, and time and date of call, emails, text messages, voicemails, instant messaging, or digital files or any other information generated by, created, entered, received, stored, or transmitted via the Village's technology resources ordinarily may be obtained through the Freedom of Information Act (FOIA) except in narrowly defined circumstances. Even public records on personal electronic devices may be subject to disclosure under FOIA. Users may be required to provide the Village with access to such devices upon request or administrative order to facilitate compliance with the law.

Users should not click on any links or open any attachments of unsolicited or suspicious looking emails. Users should remove unnecessary attachments, images, logos, jpgs, gifs, backgrounds, etc., as these items can grow exponentially and require unnecessary electronic storage.

Users are also advised that electronic mail is also discoverable in a lawsuit or investigation and is intended for professional, authorized communications regarding your job duties and responsibilities. Users should consider whether e-mail is appropriate in cases where the subject is sensitive, difficult, complex, or emotional.

SECTION 4.10 TRAVEL AND TRAINING REIMBURSEMENTS

This section explains the policies and procedures employees and elected or appointed Village officials are expected to adhere to when participating in training or other Village business related activities which result in the need for reimbursement of expenses. Records of all travel and training expenses and reimbursements are subject to public disclosure under the Freedom of Information Act (FOIA).

When traveling on behalf of the Village for training or official business, employees and elected or appointed Village Officials ("Officials") (collectively, "Travelers" for the purpose of this policy) are expected to use appropriate services and accommodations for the business to be conducted. Good judgment and ethical practices on the part of each Traveler remain the most important factors in controlling travel expenses. Travel expenses will be reimbursed only when travel occurs within the continental United States, unless specifically approved by the Village Administrator or their designee. Whenever a Traveler, for their convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the Traveler.

4.10.1 Overnight Travel

While the Village recognizes that both the Village and the Traveler receive benefit from the Traveler's affiliation with certain professional memberships and attendance at associated training seminars and conferences, Travelers requesting attendance at training and conferences requiring an overnight stay should make every effort to identify similar training opportunities locally, within the Chicago area.

Pre-Approval

All overnight travel related to Village business shall be approved, in advance, by the Department Director or their designee. This approval may be provided verbally or by completing the



“Overnight Travel Pre-Approval Form”.

Eligible Expenses

A Traveler will incur a variety of expenses, of which, may be paid for and processed differently depending on the circumstances. The Department Director or their designee may deny reimbursement of all or a portion of the requested expenses, even if said expenses are deemed to be eligible for reimbursement under this policy. Under such circumstances the Traveler is responsible for any expenses in excess of the total amount approved by the Department Director or their designee. Below is a list of the most common expenses that are eligible for reimbursement during overnight travel.

- Registration, conference and seminar fees
- Hotel and Lodging Accommodations
- Transportation
- Per Diem

Registration, Conference and Seminar Fees

The base registration, conference, seminar and banquet fees as stated per the registration program of the conference or seminar are eligible for reimbursement. Any optional or pre-conference registration fees require the approval of the Department Director in order to be eligible for reimbursement. All registration, conference and seminar fees should be paid off an invoice through the regular list of bills process or a Village credit card. When traveling with a spouse or guest the Traveler will be responsible for any additional costs.

Hotel and Lodging Accommodations

The Traveler shall use hotel accommodations that are economical and appropriate for the type and location of travel. At the time of securing hotel reservations, the Traveler should state that he or she is a Village Employee or Official in order to ascertain whether a government rate is available. Lodging expenses shall be reimbursed using the expense reimbursement procedure outlined in this policy.

Transportation

See Mileage and Transportation Expenses in Section 4.11.3.

Per Diem

The Village uses a per diem system as a daily allowance for meal and incidental expenses while traveling overnight for Village business. Village credit cards should not be used for meal expenditures covered by the per diem. Incidental expenses include customary tips for doormen, housekeeping staff, valet parking, etc. and should not be submitted separately for reimbursement. Requests for the per diem must include the date, time, location, and purpose of the overnight travel. The Village will not reimburse the purchase of alcoholic beverages. If an out-of-pocket expense is required, the actual costs for reasonable meals and gratuities will be reimbursed as documented by receipt(s). Reimbursement is limited to the appropriate per diem rate (\$50 per day) if meal and gratuity expenses incurred by the employee are deemed reasonable, as determined by the Village Administrator.



Use of Village Issued Credit Cards

Village issued credit cards should not be used to pay expenses for which the Traveler is seeking reimbursement on the "Overnight Travel Reimbursement Form".

All employees and elected or appointed Village officials are required to pay for training and registration fees by using an invoice through the regular list of bills process or by using a Village credit card. Village issued credit cards may be used to pay for other overnight travel expenses such as lodging or transportation. Meal expenditures under the per diem overnight travel policy should not be charged on a Village credit card, unless a per diem is not used or refused by the Traveler.

4.10.2 Same Day Travel

Same day travel occurs when Travelers have Village business outside of their normal work environment (e.g., seminar in Naperville) and the travel does not require an overnight stay.

Eligible Expenses for Reimbursement

A Traveler will incur a variety of expenses, of which, may be paid for and processed differently depending on the circumstances. The Department Director or their designee may deny reimbursement of all or a portion of the requested expenses, even if said expenses are deemed to be eligible for reimbursement under this policy. Under such circumstances, and when attendance has been approved, the Traveler is responsible for any expenses in excess of the total amount approved by the Department Director or their designee. Below is a list of the most common expenses that are eligible for reimbursement during same day travel.

- Transportation
- Meal Reimbursement

Transportation

See Mileage and Transportation Expenses in Section 4.11.3.

Meal Reimbursement

The per diem allowance does not apply to same day travel. Therefore, itemized original receipts are required for meal reimbursement requests. A signed credit card receipt must also be included for non-cash transactions. Attach all original documents to the completed "Same Day Travel Reimbursement Form". Meal reimbursements for same day travel will be processed with proper tax withholdings.

Use of Village Issued Credit Cards

Village issued credit cards should not be used to pay for meal expenses during same day travel. For additional information on the appropriate uses of Village credit cards please refer to Section XIX of the Village's Procurement Policies and Procedures & Acceptable Use Guidelines.



4.10.3 Mileage and Transportation

A Traveler may use a variety of modes of transportation depending on the location and circumstances of the travel. The Traveler shall use the most economical and practical mode of travel from both the standpoint of time and cost. Whenever practicable, two or more Travelers attending the same event shall share one (1) vehicle. The Village Administrator must approve potential reimbursement prior to the use of it.

Mileage – Use of a Personal Vehicle

The Village limits reimbursable miles to those miles driven in excess of the number of miles normally traveled as part of an individual's daily commute. Even in cases where the individual uses public transportation and does not drive to work, the Village will only reimburse for miles **driven in excess of their daily commute.**

Example: If John drives 20 miles each way to and from work, his normal commute totals 40 miles round trip:

- Leaving from home: If John is required to use his personal car to attend an all-day seminar 30 miles from his home, he will depart from his home and travel 60 miles round-trip. Bob will request reimbursement for the 20 miles he traveled in excess of his normal commute (normal commute is 40 miles round trip).
- Leaving from work: Bob drives 20 miles from his home to the office and later attends a meeting off site, which is 10 miles (20 miles round trip) from the office and returns to the office before going home. Bob will request reimbursement for 20 miles.
- Leaving from off-site meeting: Bob drives 20 miles from his home to the office and attends a late afternoon meeting which is 15 miles from the office and goes home directly from the meeting and does not return to the office. It is 20 miles from the meeting site to his home. Bob will request reimbursement for 15 miles.
- Normally use public transportation: Bob normally takes the bus to work, which is 8 miles (16 miles round trip). Bob has an off-site meeting and needs to drive his personal car. The offsite meeting is 30 miles round trip from his home. Bob will request reimbursement for 14 miles (30 miles – 16 miles = 14 miles).

The Village will reimburse a Traveler for the use of a private vehicle at the then-current standard IRS mileage rate for business travel (<https://www.irs.gov/tax-professionals/standard-mileage-rates>). A printed map showing the most direct route to and from the destination, must be provided when seeking reimbursement.

Mileage, within 100 miles of the Village, cannot be claimed when using a Village vehicle for travel, when the employee is provided an auto allowance, or when other modes of transportation, including buses, trains or taxi cabs, are used for travel while conducting Village business. If other modes of transportation are used, such as a train or taxicab, the Village will reimburse the cost if the round trip is longer than the normal commute. Employees who receive an auto allowance will be reimbursed according to the IRS standard mileage rate for any Village business if a personal vehicle was used and the trip was over 100 miles one-way.



Private Insurance Coverage

All Travelers who drive either private or Village-owned vehicles to conduct Village business shall ensure that they have a valid driver's license and that any private vehicle used for Village business is properly registered, insured in compliance with state law, and in safe working condition. If a Traveler is involved in a vehicle accident while driving or traveling in their private vehicle and conducting Village business within the scope of their employment, the insurance policy for that private vehicle will provide primary insurance protection for the Traveler. Therefore, it is essential that the Traveler consult their insurance agent to determine adequate insurance coverage in compliance with state law.

Plane Fare

Air travel will be reimbursed at the rate for coach class only. If the Traveler desires to arrange travel in a class other than coach, the Traveler will pay the difference between the coach rate and that class. If coach class accommodations are not available or impractical for a particular Traveler, and this is so documented, the Department Head and Village Administrator, or their designee, may authorize travel in a class other than coach. The Traveler will pay airfare for the Traveler's spouse or guest regardless of class of service used. The Village will reimburse baggage fees, if reasonably necessary, for business travel.

Rail Transportation

Rail transportation may be approved if there is no significant difference in fare and time between rail and other forms of commercial travel.

Ground Transportation

Travel to and from airports, such as airport limousine, taxicab, ride share or bus transportation, is a reimbursable expense. Road tolls and parking fees are also reimbursable. After reaching the destination, the use of taxicabs or public transportation during overnight travel may also be reimbursable if deemed necessary by the appropriate Department Head, or designee.

Vehicle Rental

After reaching destination by commercial transportation, vehicle rental is permissible when necessary and is the most economical and practical means of transportation, when specifically approved by the Department Head and the Village Administrator or their designee.

4.10.4 Submission of Reimbursement Requests

The appropriate forms and supporting documentation, with the appropriate approval, must be submitted to payroll within thirty (30) days of completing authorized travel. Travelers who fail to submit a properly completed reimbursement form within thirty (30) days of completing their travel may not be eligible for reimbursement. All forms are located on the Employee Services page of the EIC. Prior to submitting a request for expense reimbursement, the Traveler shall review the contents of the applicable expense reimbursement form to ensure their request complies with this policy.



Required Documentation for Overnight Travel Reimbursement

Prior to submitting their request for expense reimbursement, the Traveler shall review the contents of the "Overnight Travel Expense Reimbursement Form" to ensure that their request complies with this policy.

Requests for reimbursement of overnight travel must include the following:

- "Overnight Travel Pre-Approval Form" completed and signed by the Department Director or their designee (if required by the Traveler's department);
- "Overnight Travel Expense Reimbursement Form" completed and signed by Department Head;
- Applicable, itemized receipts (hotel, transit, other expenses);
- Printed map showing the most direct route to and from the destination when seeking mileage reimbursement; and
- Event program/agenda or other acceptable documentation.

Required Documentation for Same Day Travel Reimbursement

Requests for reimbursement of travel must include the following:

- "Same Day Travel Reimbursement Form" completed and signed by Department Director or their designee;
- Printed map showing the most direct route to and from the destination when seeking mileage reimbursement; and
- Applicable, itemized receipts (transit, meals, and other expenses); and
- Event program/agenda or other acceptable documentation.

4.10.5 Non-Reimbursable Expenses

The Village will not reimburse expenses of the Traveler's spouse, family or guests.

Except as authorized by the Village Administrator, or their designee, the following are travel expenses for which the Village will not provide reimbursement. Travelers will be responsible for covering the costs of all unauthorized travel expenses including, but not limited to:

- Alcoholic beverages
- Personal entertainment, including live shows, movies, videos, or pay-per-view services in a hotel room
- Outings not included as part of the registration fee, including golf, sight-seeing or other activities or excursions



- Admission or membership charges for health clubs
- Cleaning and laundry
- Airline or other trip insurance
- Beautician, barber, manicurist, or shoe shining services
- Repair costs for personal automobiles
- Traffic violations and court costs
- Membership fees in airline clubs



Hours of Work, Compensation, Time Off and Other Prerequisites



SECTION 5.0 TYPES OF EMPLOYMENT

There are three (3) types of employment in the Village. The official starting date of each employment is the date on which the individual begins work.

Full-Time - Refers to employees who are regularly scheduled to work 40 or more hours per week or work period throughout the entire calendar year.

Permanent Part-Time - Refers to employees who work less than the established hours of a full-time employee in a workday, work week, or work period and work throughout the entire calendar year. The benefit eligibility associated with part-time employment may vary depending on the number of regularly scheduled hours.

Temporary Appointment - Refers to employees who work for a specific period, or for a specific purpose, project or group of assignments on a temporary basis and has a start and end date of employment. Temporary and seasonal employees shall have no expectation of future re-employment with the Village and must reapply to be considered for employment after their assignment has ended.

Exempt and Non-Exempt – Tracking of Work Hours

1. Non-Exempt Employees – All non-exempt employees (as defined by the Fair Labor Standards Act, 29 U.S.C. § 201) must track their work hours and submit timesheets to their respective department payroll coordinator.
2. Exempt Employees – Exempt employees (as defined by the Fair Labor Standards Act, 29 U.S.C. § 201) below the Deputy Director level may be required to track their work hours and submit timesheets to their respective department payroll coordinator.

Refer to Section 8.01 for a complete benefit eligibility table by position classification.

SECTION 5.1 WORK SCHEDULE AND BREAKS

5.1.1 Full-time Employees

An employee's normal working hours will be determined by the supervisor, and/or Department Head, and the start and end times of a shift may be subject to change, with little or no notice, based on operational needs. The employee's work schedules may be adjusted to meet the needs and demands of the department.

Meal periods and breaks are paid for full-time employees and are scheduled at the discretion of the supervisor. Employees may be required to take their breaks at varying times, as departmental operations may dictate. Meal breaks shall not be regularly scheduled at the beginning or end of a work shift. An exception, as determined by the supervisor, may be when an employee is directed to work during the normal meal period. All breaks should be taken away from the employee's desk/workstation, unless the supervisor has approved that breaks may be taken at workstations. If a workstation is visible to the public, all breaks should be taken away from the respective workstation.



Employees must work seven (7) hours to be eligible for a paid meal break. For the purpose of determining eligibility for a meal break, time worked is considered actual work time and does not include the meal break itself or other types of accrued leave. Meal breaks are intended to be provided only to employees who are working at least seven (7) hours.

5.1.2 Remote Work Policy for Non-Union Employees

(A) Policy

The Village of Willowbrook supports remote work where it is found to have a mutual benefit for the Village and the employee. Successful remote work requires collaboration between employees and their supervisors. Each group is responsible for contributing to a successful program.

(B) Purpose

The remote work program option is a management tool that can be utilized to increase productivity, provide flexibility in work environments, assist in maintaining safety and spatial guidelines, and accommodate the special needs of the Village and an employee on a regular or temporary basis. The expectation is that remote work will not have an adverse impact on the Village's commitment to high levels of service.

(C) Definition

(1) Remote work is defined as work that can be accomplished from a remote location. While working remotely, the employee is accessible, productive, and works their regular schedule unless the employee's Department Head/Director agrees to an alternative schedule.

(2) Remote work is not an entitlement; it is a special program option to be used at the Department Director's discretion and where IT software and equipment needs can be easily facilitated. It may be discontinued at any time, for any reason, at the sole discretion of the Village and in no way alters the terms and conditions of employment with the Village of Willowbrook.

(D) Eligibility

(1) Eligibility for remote work is based on both the position and the employee and the organizational impact. Not every position or every employee is suited for remote work. Once remote work is approved, the first two (2) months shall be considered a trial period. Remote work is voluntary, and no employee shall be required to work remotely, absent an emergency (e.g., pandemic). There may be special circumstances where their Department Head/Director may approve employees who do not normally work remotely but are otherwise eligible to do so in emergency situations.

(2) An employee may be considered ineligible for remote work in the event remote work can be demonstrated to have resulted in diminished individual or organizational performance, or continuation of remote work will interfere with the employee's ability to attain or return to a fully successful performance level. Employees who do not meet performance and/or conduct expectations or have a disciplinary history for work performance issues may not be eligible to work remotely.



(3) Considerations for determining which positions are eligible for remote work will be primarily based on productivity and will include but are not limited to:

- (a) The proposed remote work assignment supports the current business operations;
- (b) There is a benefit to the business operation;
- (c) Productivity can be documented and quantified to ensure work is performed at the same or higher levels;
- (d) Whether the job responsibilities can reasonably be fulfilled when working remotely;
- (e) Whether requests for immediate Village assistance can be addressed on days on which the employee is working remotely;
- (f) Whether an employee can perform job responsibilities without access to equipment, materials, and files that can only be accessed at a Village of Willowbrook facility;
- (g) The extent to which an employee's remote work will not affect the ability of other Village departments to provide services and/or to conduct business;
- (h) Whether an employee has supervisory or leadership responsibilities that require a village presence for those that remain on-site.
- (i) Whether an employee has emergency management responsibilities that require a Village presence; and
- (j) The extent to which security issues require the job responsibilities to be conducted at a Village of Willowbrook facility.

(E) Requesting Remote Work

(1) Employees interested in remote work shall submit a written request to their department director. The discussion between the employee and supervisor should address, among other operational and organizational impacts, an assessment of the position, employee characteristics, and the remote worksite location. After that discussion, the employee and the employee's department director must mutually agree upon an arrangement. Any changes to the written arrangement must also be documented in writing and approved by the Department Head/Director and Village Administrator.

(F) Approval/Denial of Remote Work

(1) The Village Administrator will decide whether a position and/or employee is suitable for remote work.

(G) Responsibility of Supervisors

- (1) The Supervisor and/or Department Head/Director and employee will formulate



objectives, expected results, and evaluation procedures for work completed while working remotely. The Supervisor and/or Department Head/Director and employee will discuss at pre-determined intervals to review the employee's work performance (*i.e.*, weekly or biweekly meetings). Supervisors and/or Department Heads/Directors are responsible and accountable for treating all remote work and non-remote work employees the same in acts involving managerial discretion, including but not limited to:

- (a) Distribution of assignments among all employees in the work unit;
- (b) Use of appropriate work tracking and communication tools regardless of whether they work remotely;
- (c) Good performance management practices, including appropriate formal and informal feedback, are essential for all employees to work effectively;
- (d) Other issues involving managerial discretion, including training, reassignment, promotions, reduction in grade, retention, and removal of employees.

(H) Responsibility of Employees

(1) While working remotely, employees are in an official duty status. Failure to adhere to applicable policies may result in, among other things, the imposition of specific limitations on remote work, the termination of remote work, and/or other consequences.

(a) It is the employee's responsibility to ensure that the appropriate alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged. Supervisors and/or Department Heads/Directors retain the authority to overrule an employee's selection of a particular appropriate alternative worksite location if, in the supervisor's opinion, that location is not a business appropriate location and/or fails to provide a working environment compliant with the conditions outlined in this policy.

(b) Employees are expected to procure and provide internet service appropriate to complete the work at their own expense.

(c) Employees are responsible for meeting organizational requirements, including but not limited to all requirements regarding communication, accessibility, and collaboration.

(d) Employees are responsible for maintaining flexibility and responsiveness to the needs of the supervisor and organization. As with all work, employees are accountable for required individual contributions via their efforts with their coworkers and must communicate and collaborate as appropriate with coworkers, ensuring that remote work supports the work of the Village and does not result in diminished individual or organizational performance.

(I) Work Site

(1) Any remote worksite that is not a part of an established Village location or facility is considered a remote work site. The remote work site is required to be a designated workspace that is quiet and free of distractions.



(2) A remote work site may be either the employee's home or an alternative approved location. Any change in remote work site location shall be discussed and approved by a Supervisor and/or Department Head/Director. More specific conditions relating to employees working from a remote work site are subject to the approval of the Department Head/Director or designee.

(3) The Village is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of the employee's remote work site. Furthermore, employees shall not conduct any unauthorized external (non-Village) work during their remote work schedule.

(J) Technology, Equipment, and Supplies

(1) The Village may provide core technology for remote workers, including:

- (a) Laptop computer
- (b) Meeting collaboration and shared screen tool (e.g., Microsoft Teams)
- (c) VPN access to Village file shares

(2) Employees are responsible for providing their own office furniture and ancillary office equipment, peripherals, and supplies. Employees may be required to provide their own telephone for accessibility and for multi-factor authentication to Village files.

(3) The following conditions shall apply to the use of computers, software, other Village equipment, and internet access, and all users will comply with the following guidelines:

(a) When employees are provided Village equipment and/or software to work remotely, the Village resources at the remote work location may not be used for personal use.

(b) Employees are not allowed to duplicate Village-owned software. Employees must abide by the licensing regulations and restrictions for all software under license to the Village.

(c) A computer used for Village business must be plugged into a surge protector and have current virus protection maintained.

(d) Village computers must be routinely rebooted.

(e) Restricted-access materials shall not be removed from the Village's on-site work location or accessed through the computer unless approved in advance by the Department Head/ Director and the appropriate security access administrator.

(f) Employees shall promptly notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

(g) The Village reserves the right to monitor an employee's access and ensure compliance with the Remote Work Policy.



(K) Security

(1) Failure to exercise due care in safeguarding the Village's confidential and proprietary information is a job performance matter and may result in disciplinary action, up to and including termination.

(2) The primary worksite location is required to have password protected WIFI. When working from a location without a secure WIFI, it is preferred the employee use a mobile hot spot.

(3) Employees will protect Village information from unauthorized disclosure or damage and comply with federal, state, and Village rules, policies, and procedures regarding public and official records disclosure. Work done at the employee's remote worksite is regarded as an official Village business. Sensitive information, including Personal Identifiable Information (PII), shall not be sent or transferred via unencrypted email. All records, documents, and correspondence must be safeguarded for return to the Village, either in paper or electronic form. Hard copies of Village documents, including sensitive or personal information, shall not be removed from Village premises without a supervisor's approval.

(4) Release or destruction of records should be done only in accordance with statute and Village policy and procedure and with the knowledge of the employee's Department Head/Director. Electronic/computer files are considered Village records and shall be protected as such.

(L) Pay, Leave, Hours of Work, and Official Responsibilities

(1) The employee's Supervisor/Department Head/Director is responsible and accountable for supervising work in accordance with the Fair Labor Standards Act (FLSA). All employees (working remotely or not) are required to follow the Village's policies for requesting and obtaining approval of leave or any change to the work schedule. Employees and supervisors shall abide by the following:

(a) Remote work is work time (hours of duty) and cannot be used for any purposes other than official duties.

(b) Even when an employee is approved for remote work, the Village's workplace policies are still in full effect.

(c) Employees utilizing remote work are eligible for breaks in accordance with Village policy.

(d) All overtime of non-exempt employees must be requested by the employee and approved by their supervisor prior to the hours being worked.

(e) All time worked must be reported accurately and in accordance with the respective department's timekeeping and reporting procedures and those in the employee handbook.



(M) Expansion of Remote Work Due to Emergencies

(1) The Village of Willowbrook reserves the right to allow employees to temporarily work from home for circumstances such as inclement weather, pandemics, special projects, or business travel to promote continuity of operations by allowing employees to continue their work at an approved alternative worksite. Requests to work remotely under emergency conditions are approved on an as-needed basis by each Department Head/Director, subject to the approval of the Village Administrator, with no expectation of ongoing continuance and focuses first on the operational needs of the Village.

The Corporate Authorities of the Village of Willowbrook reserve the right to modify and/or terminate the Village of Willowbrook Remote Work Policy for non-union employees at any time. The Corporate Authorities shall determine any such modification or termination of this policy to be in the best interest of the Village of Willowbrook.

5.1.3 Part-Time Employees

Part-time employees receive unpaid meal breaks, which shall not be less than thirty minutes in length and shall not be regularly scheduled at the beginning or end of a work shift, unless authorized by the supervisor. All breaks should be taken away from the employee's desk/work station, unless the supervisor has approved that breaks may be taken at work stations. If a work station is visible to the public, all breaks should be taken away from the respective work station.

Employees who work more than seven (7) hours will receive an uninterrupted 30 minute unpaid break. This break is to be given within the first five (5) hours of work. For the purpose of determining eligibility for a 30 minute break, time worked is considered actual work time and does not include the unpaid break itself or other types of accrued leave.

5.1.4 Hours of Operation

There may be occasions when Village Hall closes or reduces normal operations. If an employee requests to take one of these days off, they must use a full day of accrued leave. Leave will not be pro-rated based on hours of operation. The Village is under no obligation to inform employees in advance of unscheduled closings or reduced operations.

SECTION 5.2 COMPENSATION

Respective pay rates are determined on an individual basis and may be modified at any time by the Village based upon a number of considerations, including but not limited to, job duties, market data, individual job performance, attendance record and conduct. Any questions regarding pay matters should be directed to the Village Administrator. For non-union employees, pay will be in accordance with the salary pay plan that was approved by the Board of Trustees in 2020 and amended in 2023. With respect to any advancement within the pay plan, it will be based on the existing practice of recognition on individual ability and exhibited job performance in relation to the employee's job description. All salary increases are subject to favorable financial considerations as determined by the Village board.

When warranted, the Village Administrator may make a recommendation to the Village Board regarding adjustments to the Pay Plan. The recommendation shall occur prior to May 1. The Village Administrator's recommendation may take into consideration economic indicators selected by the Village, regional surveys, and the Village's ability to pay for such adjustments.



Village employees are paid bi-weekly on a two (2) week pay cycle for all hours worked, there are 26 pay checks during the calendar year. The payroll calendar is located on the Employee Services. No advances on future wages will be made under any circumstances.

5.2.1 Overtime

Overtime becomes effective after a full-time or part-time, non-exempt employee has worked more than 40 hours in their regularly scheduled workweek. Paid breaks and lunches shall be considered hours worked for the purpose of determining eligibility for overtime.

Employees eligible for overtime will be paid at a rate of one and one-half (1.5x) times their regular rate of pay for all overtime hours worked including those on Saturday and Sunday.

All overtime must be authorized in advance by a supervisor. The Village does not allow non-exempt employees to work "off the clock" without compensation. Non-exempt employees must record all hours of work, including work performed away from the Village, on their time sheets and receive prior authorization if performing work outside of the employee's assigned work hours.

5.2.2 Compensatory Time

Full-time, non-exempt employees may elect to earn compensatory time, also referred to as "comp time". The accrual of comp time requires the prior approval of the employee's supervisor. Absent such approval, the employee shall not receive comp time but shall instead receive cash compensation for their overtime hours.

When an employee qualifies for and elects to receive compensatory time for overtime, compensatory time for overtime in excess of forty (40) hours in a workweek will be recorded at the rate of one and one-half (1 ½) times the number of hours (or a fraction thereof) worked in excess of forty (40).

An eligible employee can only carry 40 hours maximum of comp time at any given point in time; the balance of hours carries over from year to year. The Village reserves the right to require employees to cash out the balance of hours or to use the balance of comp time. Any hours in excess of 40 hours are automatically cashed out pursuant to periodic audits by the Village of comp time balances. Employees seeking to use comp time must seek the approval of their respective supervisor. Comp time may be used in 30 minute increments.

Part-time employees are not eligible to earn comp time and must receive pay for all overtime worked.

SECTION 5.3. TIME OFF WORK

5.3.1 Leave to Vote

Employees, whose work hours begin less than 2 hours after the polls open and end less than 2 hours before the polls close, are allowed two hours off work with pay between the time of opening and closing of polls to vote. Employees shall submit the request for time off from work to vote to his or her supervisor at least the day before the election and the supervisor may specify the hours the employee may be absent.



5.3.2 Jury Duty

The Village strongly encourages employees to fulfill their civic obligation to serve on jury duty. The Village will provide regular pay to all employees for work hours missed due to jury duty. An employee called for jury duty must present their supervisor with a copy of the jury summons in advance of the jury duty dates. Employees are permitted to keep any payment received from the court.

5.3.3 Child Birth/Adoption Leave

The Village offers permanent full-time and part-time employees who have a set schedule, regardless of gender, eighty (80) hours of paid leave in connection with the birth or adoption of a their own child. This benefit time is intended to be used immediately following the birth/adoption, or as soon as practical thereafter. As outlined in the Village's FMLA policy, this paid time runs concurrently with eligible FMLA benefit time.

5.3.4 Nursing Mothers in the Workplace Act

In accordance with State law, the Village will provide break time for nursing mothers by providing reasonable paid break time each day to an employee who needs to express breast milk for her infant child. The break time may run concurrently with any break time already provided to the employee.

The Village will also make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a toilet stall, where an employee described can express her milk in privacy.

5.3.5 Bereavement Leave

(A) In order to assist full-time and eligible part-time employees who have a set schedule, and have experienced a death in their immediate family, the Village has established a paid bereavement leave benefit. In the event of a death in the immediate family, an eligible employee will receive paid time off of three (3) working days, to be used within 12 months of the death of their immediate family member to handle family affairs. Employees who must travel greater than 300 miles (one way) to attend the service and attend to family affairs may be granted up to two (2) additional working days of paid time off if approved by the Village Administrator's Office.

For purposes of the paid benefit under this paragraph (A), immediate family includes husband, wife, civil union partner, certified domestic partner, father, mother, daughter, son, sister, brother, grandmother, grandfather, grandson, granddaughter, first cousin, niece, nephew, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent. In addition, any of the above listed related to your spouse or child, *i.e.*, your spouse's uncle.

(B) The Village will also comply with the Illinois Family Bereavement Leave Act (820 ILCS 154) ("FBLA") that provides eligible employees up to 10 days of unpaid leave associated with the bereavement of a "covered family member" as defined under the FBLA, and a pregnancy loss as well as circumstances related to unsuccessful assisted reproduction and failed adoptions.

(1) Under the FBLA, eligible Employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:



- (a) attend the funeral or alternative to a funeral of a covered family member;
- (b) make arrangements necessitated by the death of the covered family member;
- (c) grieve the death of the covered family member; or
- (d) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

(2) Bereavement leave under Paragraph (B) must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (B)(1)(d) occurs.

(3) An eligible employee shall provide the Human Resources Division with at least 48 hours' advance notice of the eligible employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

(4) The Village may require reasonable documentation to support leave under the FBLA, including:

- (a) a death certificate;
- (b) a published obituary;
- (c) or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
- (d) For leave resulting from an event listed under paragraph (B)(1)(d), reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the eligible employee or the eligible employee's spouse or domestic partner, or surrogate, for an event listed under paragraph (B)(1)(d), or documentation from the adoption or surrogacy organization that the eligible employee worked with related to an event listed under paragraph (B)(1)(d), certifying that the eligible employee or his or her spouse or domestic partner has experienced an event listed under paragraph (B)(1)(d). The Village may not require that the eligible employee identify which category of event the leave pertains to as a condition of exercising rights under this Policy.

(5) In the event of the death of more than one covered family member in a 12-month period, an eligible employee is entitled to up to a total of 6 weeks of FBLA leave during the 12-month period.

(6) This policy does not create a right for an eligible employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act (FMLA) of 1993/Admin. Policy 98-04 (29 U.S.C. 2601 *et seq.*).

(7) Employees afforded paid leave under paragraph A of this policy, must use said leave concurrently with the leave provided under the FBLA. Employees may also elect to substitute any other paid benefit leave for an equivalent period of leave provided under the FBLA.

(8) Perceived violations of the FBLA/this policy should be reported to the Village Administrator so that the Village may review the situation and take appropriate action to redress any violation. An eligible employee who believes his or her rights under the FBLA have been



violated may, within 60 days after the date of the last event constituting the alleged violation for which the action is brought, file a complaint with the Illinois Department of Labor or file a civil action in the circuit court.

5.3.6 Observed Holidays

Generally, when the Holiday falls on a Sunday, the Holiday will be observed the following Monday. When a Holiday falls on a Saturday, the Holiday will be observed the preceding Friday. The Village observes the following as Holidays each year:

New Year's Day (January 1)
President's Day
Good Friday (half day)
Memorial Day
Juneteenth
Labor Day
Independence Day (July 4) Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day (December 25)
New Year's Eve

Full-time and eligible part-time employees who have a set schedule, receive paid holidays. Full-time employees are provided the day off with pay; eligible part-time employees will receive holiday pay if the observed holiday falls on their regularly scheduled work day.

Holiday pay for non-exempt employees is calculated based on the employee's straight-time hourly rate of pay as of the date of the Holiday, multiplied by the number of hours the employee would have worked per their set schedule on that day. For the purposes of determining eligibility for overtime, hours in which holiday pay is received are not considered hours worked.

The Village Hall is closed for business on observed Holidays, there may be occasions where the Village will require certain employees to work on a Holiday due to operational need. Any non-exempt employee required to work on an observed Holiday will be paid One and a half their straight-time hourly rate of pay for all hours worked on the Holiday. For example, the 4th of July falls on a Monday and Employee A would normally have worked 8 hours. Employee A will receive 8 hours of holiday pay at their straight time hourly rate. Employee A is also required to actual work 4 hours on the 4th of July and will be paid one and a half times their straight time hourly rate for 4 hours. The end result is 8 hours of straight time and 4 hours at two times (1 ½ x) their straight time hourly rate.

5.3.7 Personal Leave

The Village provides full-time employees with 40 hours of Personal Leave for personal, including medical, reasons. However, employees have the flexibility to use Personal Leave for scheduled, non-emergency purposes. Employees will be granted 40 hours of Personal Leave on May 1 of every year and will expire on April 30.



If an employee is hired between May 1 and December 31, they shall be granted 32 hours of Personal Leave. If an employee is hired between January 1 and April 30, they shall be granted 20 hours of Personal Leave. Upon separation, employees will not be paid for unused Personal Leave.

Requests to use Personal Leave are subject to supervisor approval and shall be provided by the employee to their supervisor as soon as the employee is reasonably aware that they will not be reporting to duty and in any event no less than one (1) hour prior to the employee's scheduled starting time for each day/shift a personal day is used, unless notification of subsequent successive days/shifts is waived by the supervisor. The one (1) hour minimum reporting time shall not supersede a Departmental policy or protocol, which requires a call-in period beyond one (1) hour.

Personal Leave may be used in one (1) hour increments. Unused Personal Leave is forfeited at separation and at the end of each fiscal year. Unused Personal Leave cannot be converted into accumulated compensatory time as defined by the Fair Labor Standards Act. Personal Leave must be used during the calendar year during which it was granted and cannot be carried over into the following year.

5.3.8 Vacation

The Village grants paid vacation to full-time employees based on a fiscal year schedule (commencing on May 1). Although vacation time accrues gradually over the course of the fiscal year (rather than all at once on May 1), the Village may allow employees to take vacation time that has not yet accrued but will accrue later in that same fiscal year. Employees will be provided pro-rated vacation time prior to their first May 1 as a Village employee. Vacation for the calendar year during which the employee commences work will be determined by dividing the employee's annual vacation day allotment by the number of full months left in that year rounded to the nearest full day. All employees hired prior to the passage of this employee handbook will continue to receive their vacation increases based on their anniversary date. Any employee hired after the passage of this handbook will have their vacation days awarded to them every fiscal year.

The following schedule is used for determination of earned vacation days:

Years of Service Hours Per Year	
1-2	80
3	88
4	96
5	120
6	140
7-10	160
11-14	180
15 or more	200

If you wish to take a vacation and have accrued vacation days available, you must notify your supervisor indicating your desired vacation dates as far in advance as possible so that the supervisor can arrange to distribute your work load to others in your absence. While the Village will make every effort to grant your vacation request, it is possible that your request will be denied.



depending on service demands. Additionally, the Village may cancel previously approved vacation requests and/or require that vacation be taken on certain days, depending on service demands. When two or more employees in the same department desire the same vacation period and service demands permit only one to take a vacation at the desired time, it shall be the supervisor's discretion to determine which request will be granted or denied, after giving consideration to operational needs, and overall fairness.

If an observed Holiday falls within a vacation period, the Holiday will not be charged as a vacation day.

For the purposes of determining eligibility for overtime, hours in which vacation time is used are considered hours worked. Vacation time cannot be converted into compensatory time as defined by the Fair Labor Standards Act.

Vacation Time Use, Carryover and Annual Buyback Program

Employees must use vacation time in no less than one (1) hour increments and are required to "use or lose" one-half of the vacation days that they earn each year. This means that if an employee will earn, for example, ten vacation days over the course of the calendar year, he or she must use five of those vacation days during that same calendar year or they will be lost, and the remaining five days can either be used, saved, carried over into the next year in the employee's vacation day "bank" or cashed out (see definition below).

Employees may not accumulate more than 30 days' worth of unused vacation time in their vacation day bank. Accordingly, in situations where an employee carries days over, and the days he or she carried over will take the bank balance over 30, the employee will be required to "cash out" however many days must be removed to keep the maximum bank balance at 30. Employees have two options with regard to the distribution of time that is cashed out: (1) deposit into the employee's 457 account (retirement account); or (2) cash payment (through a payroll check reflecting any applicable withholdings). While employees must cash out any carried over vacation time that will cause their bank balance to exceed 30 days, they are also free to cash out carried-over vacation days when their bank balance is below 30 days at the beginning of each fiscal year. The following examples illustrate the application of the Village's vacation carryover policy:

Example 1 (no cash out required): Employee "A" had six days in her vacation bank on April 30 of Year One, which she carried over into Year Two. Over the course of Year Two, she earns another ten vacation days (five of which she must use or lose) and finishes Year Two with six days in her bank and another five days unused. The unused five days are added to her bank on May 1 of Year Three, which brings her vacation bank balance to 11. Since this number is below the maximum balance allowed, Employee "A" is not required to cash out any of her accumulated days on May 1 of Year Three – although she may do so if she wishes.

Example 2 (mandatory cash out): Employee "B" has 28 days in his vacation bank on April 30 of Year One. Over the course of Year Two, he earns another 20 vacation days, ten of which he must use or lose. At the end of Year Two, he has 28 days in his bank and another ten days unused. The unused days are added to his bank on May 1 of Year Three, bringing his vacation bank balance to 38. Because his balance cannot exceed 30 days, he must cash out eight days' worth of his vacation time on May 1 of Year Three. After doing so, he still has 30 vacation days in his bank that are available for use.



5.3.9 Sick Leave

The Village provides full-time employees with sick leave in the following circumstances:

- The Employee is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis or preventative medical care.
- A member of the employee's family is ill or injured, or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care.
- The employee, or a member of their family, is the victim of domestic violence, as defined in section 103 of the Illinois Domestic Violence Act of 1986, or is the victim of sexual violence or stalking as defined in Article 11, 12-7.3. 12-7.4. and 12-7.5 of the Illinois Criminal Code of 2012; the employee's place of business is closed by order of a public official due to a public health emergency, or he or she needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency. For the purposes of this section, "public health emergency" is an event that is defined as such by a Federal, State or Local government, including a school district.
- Additionally, sick leave may be taken for the purposes of child bonding under the FMLA.

A qualifying family member includes child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the Covered Employee is the equivalent of a family relationship. A child includes not only a biological relationship, but also a relationship resulting from an adoption, step-relationship, and/or foster care relationship, or a child to whom the Covered Employee stands in loco parentis. A parent includes a biological, foster, stepparent or adoptive parent or legal guardian of a Covered Employee, or a person who stood in loco parentis when the Employee was a minor child).

Non-Permitted Uses

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use other types of leave time available to them.

Conversion of vacation, compensatory time, personal days, or any other paid time off benefit into the sick leave accrual bank is prohibited.

Rate of Accrual

Eligible full-time employee shall earn sick leave at a rate of ninety-six (96) hours per year, earning eight (8) hours per month. Grandfathered part time employees will receive a pro-rated amount of sick leave each month. Earned sick leave shall be credited at the end of each month.

New Hires

New full-time employee beginning employment from the 1st through the 15th day of the month will be credited with eight (8) hours or four (4) hours, respectively, of sick leave for that month of



service. Employees beginning the 16th through the end of the month will be credited with four (4) hours of sick leave for that month of service. Sick leave shall not be earned during any lay off or any extended unpaid leave (more than 30 days of absence), excluding FMLA leave.

Notification Requirements

Notification of an absence qualifying for the use of sick leave shall be provided by the employee to their supervisor as soon as the employee is reasonably aware that they are or will be unable to report to duty, and in any event no less than one (1) hour prior to the employee's scheduled starting time for each day/shift the employee is absent, unless notification of subsequent successive days/shifts is waived by the supervisor. The one (1) hour minimum reporting time shall not supersede a Departmental policy or protocol, which requires a call-in period beyond one (1) hour.

Sick Leave Usage Increments

Sick leave may be taken in 30-minute increments after the first hour.

Sick Leave Abuse

The Village may require an employee to submit documentation signed by a licensed health care provider for their own illness or the illness of a family member when sick leave is used, and the employee is absent more than three (3) consecutive work days.

The Village may use any reasonable measures to verify the proper use of sick leave including, but not limited to: (a) requiring employee to submit a medical certification; (b) requiring the employee to submit to physical exam at Village's expense; (c) requiring the employee to submit full details in writing explaining their absence; and (d) wellness checks conducted by a supervisor. It is at the Village's discretion to solicit more information in regard to an employee's absence.

Where the Village suspects sick leave abuse or a pattern of sick leave usage has developed, it may require that any absence be accompanied by a physician's written certification indicating that the employee has been examined, and that the employee was unable to perform the duties of the position during the period of absence. Patterns of abuse may include but are not limited to, calling in sick on days previously requested off but were denied, consistently calling in sick on Mondays and/or Fridays, calling in sick before or after a holiday, calling in sick before or after a scheduled vacation, etc. Upon reasonable evidence of abuse of sick leave, the employee shall not be paid for such leave taken and shall be subject to appropriate disciplinary action.

Sick Leave Carryover and Annual Buyback Program:

There shall be no right to receive pay in lieu of taking sick leave. The maximum that an employee can bank is 1,600 hours.

5.3.10 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted all of their granted, earned, and accrued leave due to a serious or catastrophic illness, injury or condition of the employee or of a member of their immediate family. For the purposes of this policy, a member of the employee's immediate family is their spouse or child.



This program allows other employees (referred to as “donating employees”) to make voluntary donations of granted, earned, and accrued leave to a general pool of hours (referred to as “the general pool”) that will be made available to any eligible employee who requests and is approved for Catastrophic Leave (referred to as “receiving employees”) under the parameters defined in this policy. The Village reserves the right, in its sole and absolute discretion, to determine eligibility for participation, as well as continued participation, in the Catastrophic Leave Program including, but not limited to, the receipt or donation of leave. The Village reserves the right to discontinue the Catastrophic Leave Program in its sole discretion, with or without notice.

The Catastrophic Leave Program, including the administration of the general pool of hours, review of requests, and determination of eligibility, will be the responsibility of the Village Administrator or designee(s).

Eligibility

An employee shall be eligible to receive leave from the general pool provided their application meets the requirements below:

- Permanently employed by the Village, accrues paid leave (including PTO), has a set schedule, and has been employed by the Village for at least 12 consecutive months.
- Either the receiving employee has sustained a serious or catastrophic non-job related illness, injury or condition or a member of the employee’s immediate family has sustained a serious or catastrophic illness, injury or condition that requires absence of the receiving employee from work for a prolonged period. For the purposes of this policy, a member of the employee’s immediate family is their spouse or child.
- The employee must have exhausted all granted, earned, and accrued leave time prior to receiving donated leave under this program.

Benefit Levels and Leave Usage

An employee whose application is approved will be allowed to participate in the program under the following guidelines:

- A maximum of eighteen (18) weeks of Catastrophic Leave may be received within a rolling twelve (12) month period. The hourly equivalent of eighteen (18) weeks will be calculated based on the individual employee’s regular work schedule. The recipient will not be allowed to retroactively use donated time in lieu of previously unpaid time.
- Donated time may be used intermittently, as supported by medical documentation.
- If applicable, donated time will run concurrent with an eligible employee’s leave allotment under the Family and Medical Leave Act (“FMLA”).
- An employee using Catastrophic Leave under this policy will continue to be covered under the Village’s group health insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. If all leave is extinguished, including Catastrophic Leave, and the employee enters an unpaid status, any continuation of benefits will follow procedures set forth in relevant Village policies.



- Employees on continuous and intermittent Catastrophic Leave will continue to accrue and be granted leave as if they were working in their full capacity. Leave that is accrued and/or granted while on Catastrophic Leave must be used prior to any continued use of Catastrophic Leave.

Requesting Donated Leave

The requesting employee must submit a request to the Village Administrator's Office. The employee is required to provide a physician's statement or other documentation necessary to establish the need for the prolonged absence. It is incumbent upon the employee to provide all necessary documentation and facts deemed necessary for the Village to properly evaluate their eligibility to participate in the Program. In the event the employee is unable to participate in this process, a family member may do so on their behalf. In all cases, the Village Administrator or their designee(s) has the final authority to approve or deny all requests.

Donating Leave

An employee shall be eligible to donate granted, earned, and accrued leave to the general pool provided their donation meets the requirements below.

- A minimum of eight (8) and a maximum of eighty (80) hours may be donated at any one time.
- Donating employees must retain a remaining balance of at least fifty percent (50%) of their current total accrued leave balance, respectively, at the time of their donation. For example, if an employee's total accrued leave balance is one hundred (100) hours, the maximum eligible for donation is fifty (50) hours.
- Donations are anonymous, irrevocable, and will not be returned to the donating employee.
- Donations may not be claimed as an expense, tax deduction or a charitable contribution.
- Leave donated will be accepted on an hour-for-hour basis. There will be no adjustment based on the pay level of the donor or recipient.

Returning to Work

An employee must return to work when they are deemed medically able to do so, as determined by their physician (or in the case of an immediate family member, their physician). When an employee returns to work after the use of donated time for their own illness, injury or other medically necessary reason, they must bring a release from their physician stating that they are able to return to work. The Village reserves the right to require an employee to undergo an examination by the Village's occupational health provider to verify fitness to return to work. If deemed necessary by a physician, an employee may return to work on a part-time basis or intermittently. In the event the recipient returns to work, and did not use all of the donated time, they may request to retain a portion, not to exceed forty (40) hours, for future use. This request will be reviewed and approved or denied by the Village Administrator or their designee. Any additional time remaining in the recipient's bank beyond what they are approved to retain will be returned to the general pool for use by future eligible recipients. Under no circumstances will the



recipient be allowed to liquidate Catastrophic Leave hours for cash. This includes but is not limited to participation in the Village's annual sick and/or vacation buy-back program and/or payment of granted, earned, and accrued leave upon separation of employment.

Abuse of Catastrophic Leave

The Village reserves the right, in its sole and absolute discretion, to determine when an employee is abusing rights and privileges under this Catastrophic Leave Program and, in such event, to discontinue the employee's participation in and eligibility for catastrophic leave benefits.

5.3.11 Victims' Economic Security Safety Act

The Illinois legislature has enacted 820 ILCS 180 Victims' Economic Security and Safety Act (VESSA). VESSA provides that employees who are victims of domestic or sexual violence or have a family or household member who is a victim of domestic, sexual or gender violence, may under certain circumstances, take up to 12 weeks of leave from work on an unpaid basis during any 12-month period in order to address these issues. Please contact the Village Administrator's Office for more information about taking leave as provided by VESSA.

5.3.12 Illinois School Visitation Rights Act

This Act provides that employees may take up to eight (8) hours of unpaid leave per school year, with no more than four (4) hours being taken in one day for the purpose of school conferences, behavioral meetings, or academic meetings related to the employee's child. An employee requesting leave under this Act must provide a written request for the leave at least seven (7) days in advance, except in the case of emergencies. This leave is intended to be used as a last resort by employees who have no other paid (vacation or personal) leave available and who have made every attempt to schedule the visit during non-working hours. The employee must provide their supervisor with documentation of the visit as provided by the school administrator within two (2) working days of the school visitation. This is unpaid leave; however, the Village will attempt to make reasonable efforts to accommodate an employee who wishes to make up the time, provided it is conducive to normal Village operations.



Other Types of Leave



SECTION 6.0 FAMILY MEDICAL LEAVE

The purpose of this policy is to provide employees with a general description of their Family and Medical Leave Act (FMLA) rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law 29 U.S.C. 2601, *et seq.*

6.0.1 General Provisions

Under this policy, the Village of Willowbrook will grant up to 12 weeks of leave during a 12-month period to eligible employees for qualifying reasons. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified by this policy.

6.0.2 Eligibility

To qualify for FMLA under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the Village for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week and;
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave in the calculation to determine number of hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

6.0.3 Qualifying Events for Family Medical Leave (FML)

To qualify as FML under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that newborn.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- A qualifying military exigency arising from the employee's spouse, son, daughter, or parent's active military duty or impending call or order to active duty.
- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin.



- To care for a spouse, child or parent with a serious health condition (described below).
- An employee may take leave because of a serious health condition that makes him or her unable to perform the functions of their position.

6.0.4 Serious Health Condition

A serious health condition is defined as a condition that requires:

- Hospital Care: Inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider; **or**
- Incapacity Plus Treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves all of the following:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider within the first 30 days of incapacity unless extenuating circumstances exist; **and**
 - treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider; **and**
 - the first or only in-person visit to a health care provider must occur within seven days of the first day of incapacity; **or**
- Pregnancy: Any period of incapacity due to pregnancy or for prenatal care; **or**
- Chronic Conditions Requiring Treatment: A chronic condition that requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider continues over an extended period of time and may cause episodic rather than a continuing period of incapacity; **or**
- Permanent/Long-Term Conditions Requiring Supervision: A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; **or**
- Multiple Treatment (non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by provider of health care services under orders of, or in referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.



6.0.5 Duration of Leave and Measurement Period

An eligible employee is entitled to up to 12 weeks of FML for the reasons listed in Section 6.0.3 during a 12-month period. The Village will measure the 12-month period as a “rolling” 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Village will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of FML the employee is entitled to take at that time.

Spouses working for the same employer limit their combined leave to a total of 12 weeks during any 12 month period for the birth of a child, or to care for a child after birth, placement of a child for adoption or foster care or to care for a child after placement, or to care for each employees parent with a serious health condition.

When one spouse uses a portion of the total 12 week FML entitlement as outlined above, each spouse remains entitled to use the difference between the amount he/she has individually taken and 12 weeks of leave for other forms of FML.

6.0.6 Procedure for Requesting FML

It is the responsibility of the employee to request FML by providing verbal or written notice of the need for the leave to the Village Administrator's Office, Department Head or designee. Within five business days after the employee has provided this notice, the Village Administrator's Office, Department Head or designee will complete and provide the employee with the Department of Labor Notice of Eligibility and Rights informing an employee whether or not they are eligible for FML.

Employees seeking to use FML are required to provide 30-day advance notice of the need to take FML when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable - generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as the employee learns of the need for leave. Absent unusual circumstances, employees must comply with the Village's notice requirements for reporting absence from work. Failure to comply with the notice requirements for reporting may result in a denial or delay of an FML designation.

When an employee seeks leave, due to a FML-qualifying reason for which the Village has previously designated the employee FML-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FML.

In all instances, the employee must answer questions and provide sufficient information to allow the Village to determine whether an absence is for a FML-qualifying reason. Failure to provide such information can result in a delay or denial of FML coverage.

6.0.7 Village Notice of Eligibility

When an employee requests FML or the Village acquires knowledge that leave may be for a FMLA purpose, the Village must notify the employee of their eligibility to take leave and inform the employee of their rights and responsibilities under FML. When the Village has enough information to determine that leave is being taken for a FML-qualifying reason, the Village must notify the employee that the leave is designated and will be recorded as FML.



Key employees of the Village are those who are among the highest paid ten percent (10%). These key employees will be notified of their status as a “key employee” in the DOL Notice of Eligibility.

6.0.8 Certifications

The Village will require certification for the employee's or for a family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition. If an employee provides an incomplete or insufficient certification, the employee will be required to resolve any deficiencies in the medical certification.

The Village may directly contact the employee's or family member's health care provider for verification or clarification purposes. This contact will be made by a Village health care professional, an HR professional, leave administrator or management official – not by the employee's direct supervisor. The employee may be required to consent to disclosure of the information to the Village pursuant to HIPAA Medical Privacy Rules, and if the employee fails to provide such consent, the Village may deny FML where the certification is unclear.

The Village has the right to ask for a second opinion if it has reason to doubt the certification. The Village will pay for the employee to get a certification from a second doctor, which the Village will select. The Village may deny FML to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Village will require the opinion of a third doctor. The Village and the employee will mutually select the third doctor, and the Village will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FML pending the second and/or third opinion.

The Village may also require certification for a qualifying exigency or for leave to care for a covered service member or veteran.

6.0.9 Intermittent Leave or a Reduced Work Schedule

The employee may use FML intermittently where medically necessary or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule.

For the birth, adoption or foster care of a child, the Village and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

Employees on intermittent leave have the sole responsibility to properly notify the Village of upcoming intermittent leave use. If an employee needs intermittent or reduced schedule leave for planned medical treatment, the employee must attempt to schedule treatment outside of working hours as to not unduly disrupt operations. If the leave is foreseeable, employees must provide 30 days advance notice or as soon as practicable for intermittent leave that is foreseeable. Employees on intermittent leave must still abide by the leave reporting process as outlined in the



The Village Administrator's Office or designee will request FML usage monthly for tracking purposes. FML usage will be reported to the employee upon their request.

The Village may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or, if allowed, to care for a child after birth, or placement for adoption or foster care.

6.0.10 Designation of FML

Upon notification by the employee to the Village, the Village will preliminarily notify the employee who has properly requested leave whether the request has been granted within five business days of learning the reason for the request. Within five business days after the employee has submitted the appropriate certification form, the Village Administrator's Office or his designee will complete and provide the employee with a written response to the employee's request for FML using the DOL Designation Notice.

6.0.11 Recertification

The Village may require recertification for leave due to an employee's serious health condition every 30 days. The Village may require recertification of employee or family medical leave at any point when circumstances have changed significantly, the Village receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. The Village may require, at its own discretion, recertification every six months in connection with an FML medical leave, or more frequently as permitted by law. The Village may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

6.0.12 Employee Benefits During Leave

While an employee is on leave, the Village will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Under current Village policy, the employee pays a portion of the health insurance premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. After 30 days of unpaid leave the employee contribution of the health insurance premium will continue to be made at the employee's expense, however, the employee must make this payment, either in person or by mail. The payment must be received in the Village Administrator's Office by the first (1st) day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage. If mutually agreed upon, requests for alternative payment options or extended timeframes may be approved.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Village will require the employee to reimburse the Village the amount it paid for the employee's health insurance premium during the leave period.



If the employee participates in voluntary benefits that require payment, the employer will continue making the necessary payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the voluntary benefits, or the employer may elect to maintain such benefits during the leave and pay the employee's benefit costs. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's benefit costs, whether or not the employee returns to work.

Consistent with the Village policy regarding all types of leave, employees on unpaid FML will not continue to accrue leave time (vacation, sick or other leave types) or other benefits during any period of the leave (service credit towards Longevity and 25 Year Service Payment). In addition, employees will not be paid for holidays that occur during the unpaid leave. Please note that an employee's pension system may offer additional benefits while on unpaid leave.

6.0.13 Use of Paid and Unpaid Leave

An employee who is taking FML must use all paid vacation, personal, compensatory, sick leave and other types of leave prior to being eligible for unpaid leave. An employee who has had their leave designated under FML may use sick time if the circumstance qualifies for the use of sick leave. Additional documentation may be required to verify sick leave is appropriate. All paid leave shall run concurrently with FML.

6.0.14 FML and Worker's Compensation

Work related injuries resulting in a qualifying condition under the FML will be designated as FML leave and will be counted toward the total 12 week FML entitlement.

6.0.15 Intent to Return to Work

The Village will require an employee on FML to report regularly on their leave status and intent to return to work.

6.0.16 Return to Work and Fitness for Duty

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from their health care provider. This requirement will be included in the employer's response to the FML request. Upon return from FML, an employee who takes FML will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The employee will not lose unused benefits that accrued prior to the leave of absence.

The Village may choose to exempt certain key employees from this requirement and not return them to the same or similar position. Key employees are those who are among the highest paid ten percent (10%) of the employees employed by the Village. The Village will notify such employees of their "key employee" status and the conditions under which job restoration may be denied, if applicable.



SECTION 6.1 MILITARY FAMILY LEAVE

Military Family Leave under the Family and Medical Leave Act (FMLA) includes two provisions, Qualifying Exigency Leave and Military Caregiver Leave. Although FMLA leave is unpaid, employees will be required to use accrued leave, if it is available. After exhausting all accrued leave the Military Family Leave may be unpaid.

Eligibility: To qualify for Medical Family Military Leave under the FMLA policy, the employee must meet all the conditions as defined in the Family and Medical Leave Act policy Section 6.0.2 in addition to the conditions listed in the applicable sections below.

6.1.1 Qualifying Exigency Leave

If an employee's spouse, parent, son or daughter is a military member who is on covered active duty with the Armed Forces or has been notified of an impending call or ordered to covered active duty and the employee qualifies for Family Medical Leave (FML) they may be entitled to take up to a total of 12 weeks of unpaid leave under the FML for qualifying exigencies.

Covered active duty includes duty of a member of a regular component of the Armed Forces during deployment to a foreign country, and duty of a member of a reserve component of the Armed Forces during deployment to a foreign country under a call or order to active duty in support of specified contingency operation. Certification of such leave is required.

Deployment to a foreign country means deployment to areas outside the United States, outside the District of Columbia, or outside any Territory or possession of the United States

Categories of Qualifying Exigencies: An employee is entitled to use qualifying exigency leave for the following purposes (refer to Federal FMLA guidance for additional information regarding qualifying circumstances) for:

- Short notice deployment
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities
- Parental care
- Additional activities

Duration of Leave and Measurement Period of Exigency Leave: The employee is entitled to up to 12 weeks of FML during a "rolling" 12-month period measured backward from the date an



employee uses any leave for the exigencies listed above. The leave may be taken intermittently as defined in the FMLA policy Section 6.0.9.

Military Exigency Leave will be counted towards an employee's annual 12-week FML allotment. An employee may take leave for other qualifying reasons under the FMLA to the extent the combined leave does not exceed 12 weeks during the rolling 12-month period. To request FML unrelated to Military Exigency Leave, see in the FMLA policy Section 6.0.6.

Under the Illinois Family Military Leave Act (IFMLA), an eligible employee who is the grandparent of a person called to military service lasting longer than 30 days pursuant to a state or federal deployment order may also be entitled to up to 15 days of unpaid family military leave during the time the deployment order is in effect. The number of days provided to an employee under the IFMLA shall be reduced by the number of days of leave provided under FMLA. Although IFMLA leave is unpaid, employees will be required to use accrued leave, if it is available. After exhausting all accrued leave, the IFMLA may be unpaid if the employee has exhausted all available vacation and personal time.

Requesting Military Exigency Leave Procedures: In accordance with FMLA policy Section 6.0.6, it is the responsibility of the employee to request Military Exigency Leave by providing verbal or written notice of the need for the leave to the Village Administrator's Office Director or designee. Within five business days after the employee has provided this notice, the Village Administrator's Office Director or designee will complete and provide the employee with a Notice of Eligibility as defined in the FMLA policy Section 6.0.7 and the DOL Certification of Qualifying Exigency for Military Family Leave form WH-384.

The Village will request certification form WH-384 and a copy of the military member's active-duty orders (or other documentation issued by the military). The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in the denial of continuation of leave. The Village may request authentication and confirmation by directly contacting the Department of Defense to request verification that the military member is on covered active duty. The Village may also contact directly any third parties necessary to verify the validity of the request. This contact will be made by the Village Administrator's Office Director or designee, leave administrator or management official – not by the employee's direct supervisor.

Employee Benefits on Exigency Leave: Employees on Exigency Leave will be provided with employee benefits as defined in the FMLA policy Section 6.0.12.

Pay Status on Exigency Leave: Employees will be required to use accrued vacation, personal and eligible sick time (as long as the reason for the absence qualifies for the use of sick leave per the Village's policy, or applicable CBA) during Exigency Leave as defined in the FMLA policy Section 6.0.13.

6.1.2 Military Caregiver Leave

If an employee is the spouse, parent, son, daughter or next-of-kin of a covered service member or veteran and the employee qualifies for FML they may be entitled to take up to a total of 26 weeks of unpaid leave under the FMLA to take care of their military relative if they have a qualifying serious injury or illness. See Department of Labor FMLA regulations for definitions of familial relationships, including next-of-kin.



A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

A covered veteran is a former member of the Armed Forces (including a member of the National Guard or Reserves), who was discharged or released under conditions, other than dishonorable discharge, and was discharged within a five-year period before the eligible employee first takes leave under the Military Caregiver provision who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. See Department of Labor FMLA regulations for service members discharged prior to March 8, 2013.

Serious injury or Illness of a Current Service Member

A serious injury or illness - is one that was incurred in the line-of-duty while on active duty that may cause the service member to be medically unfit to perform the duties of their office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service members' active duty and that were aggravated by service in the line-of-duty or active duty.

Serious injury or illness of a Veteran

A serious injury or illness is one that was incurred in the line-of-duty while on active duty in the Armed Forces or that existed prior to and was aggravated by service in the line-of-duty while on active duty and is either:

- A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Services and rendered the service member medically unfit to perform the duties of their military position; or
- A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and the need for military caregiver leave is related to that condition; or
- A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any one of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Duration of Leave and Measurement Period of Military Caregiver Leave

The employee is entitled to up to 26 weeks of Military Caregiver Leave for the reasons listed above. The leave is to be completed within a single 12-months beginning from the first day of Military Caregiver Leave. The leave may be taken intermittently or on a reduced schedule for planned medical treatment appointments for the covered service member or where there is a medical necessity for the service member to have periodic care, as supported by a certification. Spouses are limited to a combined total of 26 workweeks of leave, in conjunction with other limits on combined leave under the FMLA policy, if each spouse is a parent, spouse, son or daughter, or next of kin of the service member.



Military Caregiver Leave may be counted against an employee's annual 12 week FMLA allotment. An employee may take leave for other qualifying reasons under the FMLA during the 12 month measurement period that the employee is eligible for Military Caregiver Leave; however, combined leave under the FMLA is limited in two key regards:

- 1) An employee may not take more than 12 weeks of leave for any reason other than Military Caregiver Leave; and
- 2) Any Military Caregiver Leave that is taken cannot exceed the difference between 26 weeks and the amount of leave taken within the employee's 12 week FMLA allotment for other qualifying reasons. To request FMLA leave unrelated to Military Caregiver Leave, see in the FMLA policy Section 6.0.6.

Requesting Military Caregiver Leave Procedures

In accordance with the FMLA policy Section 6.0.6, it is the responsibility of the employee to request Military Caretaker Leave by providing verbal or written notice of the need to the Village Administrator's Office Director or designee. Within five business days after the employee has provided this notice, the Village Administrator's Office Director or designee will complete and provide the employee with a Notice of Eligibility as defined in the FMLA policy Section 6.0.7 and the DOL Certification for Serious Injury or Illness of Covered Service member WH-385 or Certification for Serious Injury or Illness of a Veteran for Military Caregiver WH-385-V.

The Village will request certification form WH-385 and/or form WH-385-V. The employee must respond within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in the denial of continuation of leave. The Village may request authentication and clarification by directly contacting the covered injured or ill service member's military unit or other health care provider and may require confirmation of the covered family relationship to the seriously injured or ill service member. This contact will be made by the Village Administrator's Office or designee, leave administrator or management official – not by the employee's direct supervisor. The employee's covered injured or ill service member may be required to consent to disclosure of the information to the Village pursuant to HIPAA Medical Privacy Rules, and if the covered injured or ill service member fails to provide such consent, the Village may deny FML where the certification is unclear. Where applicable, in lieu of certification, an employee may submit invitational travel orders or invitational travel authorization issued to a family member. The Village may require authentication and clarification of this documentation and may require confirmation of the employee's relationship to the seriously injured or ill service member.

Employee Benefits on Military Caregiver Leave

Employees on Military Caregiver Leave will be provided with employee benefits as defined in the FMLA policy Section 6.0.12.

Pay Status on Military Caregiver Leave

Employees will be required to use accrued vacation, personal and eligible sick time (as long as the reason for the absence qualifies for the use of sick leave per the Village's policy) during Military Caregiver Leave as defined in the FMLA policy Section 6.0.13.



SECTION 6.2 MILITARY ASSIGNMENT LEAVE

Village employees who are members of the uniformed or military services shall be extended employment rights as set forth in the Illinois Services Employment and Reemployment Rights Act (ISERRA) (330 ILCS 61/1-1 *et seq.*), the Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 USCA 4301, *et seq.*) and all other applicable state and federal laws. This policy is not intended to grant any rights or impose any responsibilities in excess of those contained in state and federal law.

If an employee needs leave for uniformed or military service, the employee shall provide notice to their Department Head and the office of the Village Administrator, along with a copy of their orders for service, as soon as they become aware of their need for leave. The Village will provide leave for uniformed or military service in accordance with the requirements of state and federal law.

During periods of uniformed or military leave, the Village's health-plan benefits will continue in accordance with state and federal law. For periods of leave for active duty, the Village shall continue to pay the employer's share of the full premium and administrative costs related to the continuation of health-plan benefits.

During periods of military leave for annual training, employees shall continue to receive full concurrent compensation for up to 30 calendar days per year. During periods of leave for active service, employees shall receive differential compensation, meaning pay due when the employee's rate of compensation for military service is less than his or her daily rate of compensation as a public employee. In the case of differential pay, the employee shall receive his or her regular compensation as a public employee minus the amount of base pay for active service. Differential compensation for voluntary active service is limited to 60 workdays in a calendar year. Employees may elect, but are not required to, the use of accrued vacation, annual or similar leave with pay in lieu of differential compensation during any period of military leave. Differential compensation will not be paid for active service without pay. Employees who have exhausted concurrent compensation for annual training, may receive differential pay for annual training, as set forth and limited by law.

For more information regarding the benefits and requirements related to military leave, please contact the Village Administrator.

SECTION 6.3 WORKER'S COMPENSATION

Any Village employee who is injured in the performance of their duties is entitled to seek benefits under the Worker's Compensation Act. Employees are expected to immediately report any injury to their supervisor, no matter how minor. An injured employee is required to submit a written report of any on-the-job injury to their immediate Supervisor as soon as possible to file an application with the Village Administrator's Office for Worker's Compensation benefits. In addition, the employee may be eligible for their pension disability benefit.

In accordance with the Illinois Workers' Compensation Act, the Village maintains workers' compensation insurance. The Illinois Worker's Compensation Act provides a system of benefits to most employees who experience work-related injuries and occupational diseases. Workers' compensation benefits are subject to change as a result of changes in the law.



For more information regarding Workers' Compensation benefits, employees should contact the Village Administrator.

The Village reserves the right to manage incidents involving workers' compensation to the fullest extent permitted under the law. Employees found to be defrauding the Village with respect to workers' compensation claims will be subject to disciplinary action, up to and including termination. Also, employees who fail to comply with requests and/or orders from the Village while absent from work due to a workplace injury or illness will be subject to disciplinary action, up to and including termination, as well as other sanctions or actions permitted under the law.

If the injury or illness is defined as a serious health condition under the FMLA and the employee is eligible, the worker's compensation leave and FML will run concurrently.

SECTION 6.4 TEMPORARY LIGHT DUTY ASSIGNMENTS

To aid a temporarily injured/ill employee through the transitional period toward full recovery, the Village may offer temporary light duty assignments in circumstances where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities, therefore will not be made available to employees with permanent restrictions.

Temporary light duty assignments may include work within the employee's normal duties, duties normally performed by another person within the department, duties in another department, or a combination thereof. For the light duty assignment to be offered, the employee must have the skills to perform the assignment and the assignment must accommodate the employee's medical restrictions. Employees on light duty are not permitted, under any circumstances, to perform any work that violates their return-to-work restrictions. Light duty assignments may be modified as necessary at the supervisor's discretion, as long as the work restrictions are enforced. The Village reserves the right to deny light duty (work related or non-work related).

6.4.1 Secondary Employment While on Light Duty

Unless approved in advance, an employee on light duty may not engage in other employment during the light duty period. If an employee engages in other employment during the light duty period, the employee will have violated the terms of this light duty policy and will be deemed to have voluntarily terminated their employment with the Village. In the event secondary employment is approved while an employee is on light duty for a work-related injury, the employee must continue to comply with all medical restrictions both in and outside of their employment with the Village.

6.4.2 Requesting Light Duty

Before a light duty assignment will be considered, an employee must submit a work status note to their supervisor and the Village Administrator's Office, which has been completed and signed by the employee's treating physician, or Independent Medical Examiner, on their company letterhead. The medical note must answer the following questions:

- Are the employee's medical condition/work restrictions temporary?
- When is the employee expected to be able to return to full, unrestricted duty?



- When is the employee next scheduled to be evaluated?
- What, if any, workplace accommodations can the Village provide (other than light duty) that would aid the employee in performing the essential function of their job?
- What are the employee's work restrictions?

Light duty cannot be offered if the medical note does not provide the requested information. If additional clarification is needed regarding the employee's restrictions, the Village Administrator's Office will seek clarifications either through the employee or the physician who provided the note. Once all restrictions have been clarified, the Village Administrator's Office will coordinate with the employee and their supervisor to explore work availability that is consistent with the given restrictions. Please note, light duty may not be approved immediately, pending the need for additional clarification from the employee's treating physician. During this period the employee is required to use the appropriate accrued leave until the request can be evaluated. Light duty may be denied if there is no work available that matches the employee's skill set and current work restrictions.

An employee working in a light duty capacity will continue to receive the wages earned before requesting light duty and are generally not scheduled for overtime.

6.4.3 Returning to Work

In order to return-to-work without restrictions from a temporary light duty assignment, an employee must submit a work status note providing medical clearance from their treating physician or from an Independent Medical Examiner. The Village may direct an independent medical examination if it suspects the injured employee cannot fulfill the duties as described in the employee's job description.

6.4.4 Work-Related Injury/Illness

It is the policy of the Village to provide light duty work, if available, to employees with work-related injuries/illnesses of a temporary nature, as an option to assist in the recovery process. If work is available, it may be offered for up to six (6) weeks in a rolling- year for the same condition, unless extended by the Village in its sole discretion in accordance with the individual's work restrictions.

For work related injuries/illnesses, state worker's compensation laws generally require an employee to work, if work is available. If available work is not accepted by the employee, worker's compensation benefits may not be paid, depending on the applicable worker's compensation law. This may limit the amount of short-term disability benefits an employee is eligible to receive. The employee cannot use sick leave when refusing a light duty assignment and is required to use all applicable accrued leave before entering into an unpaid status.

All work-related injury/illness light duty information will be maintained by the Village Administrator's Office in the workers' compensation file.

6.4.5 Non-Work-Related Injury/Illness

Light duty, for a non-work-related injury/illness, may be offered for up to six (6) weeks in a rolling- year for the same condition, unless extended by the Village in its sole discretion in accordance



with the individual's work restrictions.

If the light duty assignment is not otherwise extended, the employee will be treated for all purposes as if the restrictions are permanent, until such time as the employee submits verification from the treating physician or the independent medical examiner that the restrictions have materially changed or have been eliminated.

Light duty certification from the treating physician will be required every thirty (30) days regardless of the timeframe given on the original medical clearance note. Failure to re-certify may result in the denial of continued or extended light duty work.

If the light duty assignment is refused, an injured/ill employee has the option of using their accrued time or taking unpaid leave in accordance with the FMLA, if the employee otherwise meets the requirements for such leave. If the employee has exhausted their light duty period, they will be placed on FML (if eligible) and/or may apply for disability leave.

All light duty information will be maintained by the Village Administrator's Office in the employee's respective medical file.



Employee Benefits and Separation of Employment



SECTION 7.0 EDUCATIONAL ASSISTANCE PROGRAM

Under this program, the Village will assist employees in bearing the cost of academic degree seeking programs that have some apparent beneficial relationship to the performance of the employee's duties. All academic programs must be accredited by the U.S. Department of Education or the Council for Higher Education. Online courses offered by an accredited university or college may qualify. The Educational Assistance Program will reimburse the employee for the costs of tuition expenses on an annual basis. Books, fees and other educational expenses are not eligible for reimbursement.

Annual funding of this program is not guaranteed. The amount of funds available in a particular year to an individual employee will be determined by the Village Administrator's Office. The program has been designed to ensure that all qualified employees have equal access to reimbursement funds.

7.0.1 Eligibility

All full-time and eligible part time (refer to Section 8.0.1 Employee Benefit Eligibility) employees who have completed one year of service are eligible for participation. Full time employees may receive up to \$5,000 annually and eligible part-time employees may receive up to \$3,500 annually for tuition reimbursement.

7.0.2 Initial Application and Course Updates

An eligible employee seeking participation on the Educational Assistance Program must complete an "Educational Assistance Application" prior to initiating their course work. After the application has been processed, the employee will be notified of whether they have been approved to participate and at what reimbursement level.

Employees who are approved for participation in the program must complete and submit an "Education Assistance Course Update Form" no later than thirty (30) days prior to the start of each course.

7.0.3 Reimbursement Level

The extent of the Village participation in the cost of an employee's tuition is determined by the degree to which the academic program is related to the employee's duties, as determined by the Village Administrator.

- For programs that are directly job-related, the Village will reimburse tuition costs up to \$5,000 on an annual basis (eligible part-time \$2,625).
- For those courses that are indirectly (but reasonably) job-related, the Village will reimburse tuition costs up to \$2,625 on an annual basis (eligible part-time \$1,312).
- If a specific course is required under a degree program, but is non-credit worthy, the Village will reimburse tuition costs up to \$2,625 on an annual basis (eligible part-time \$1,312).



- If a program is unrelated to an employee's job duties, the Village will not reimburse any of the tuition costs.
- Ineligible courses and programs include, but are not limited to seminars, workshops or short courses of a few days duration and/or degree programming at professional schools such as law school, medical, dental or veterinary school.
- Technical courses that are required and/or recommended for performing an employee(s) job (e.g., certifications) should be budgeted within the individual departmental training budget.

7.0.4 Criteria to Determine Job Relatedness

Several criteria are used to determine whether an academic program is directly or indirectly related or unrelated to an employee's position and responsibilities. The following factors will be examined in relation to each application for educational assistance funds:

- The immediate benefit which the program would provide to the employee;
- The immediate effect which it would have on their on-the-job performance;
- The recommendation of the employee's Department Director in regard to the particular application and the employee's overall educational pursuits;
- The employee's written explanation of the benefits (both personal and job-related) provided by the program;
- The individual's satisfactory work record.

In the event that the course for which educational assistance funds are requested is not directly related to the employee's present position and responsibilities, the application will be evaluated in terms of the benefits the course would provide by preparing the employee for another position within the organization for which he or she may be eligible (e.g., a management degree program which provides supervisory training for an employee in a non-supervisory position who may possibly be placed in a managerial role).

Employees are encouraged to meet with their Department Director and the Village Administrator's Office prior to starting a program leading to a degree, since requested funding for such a program will extend over a period of years.

7.0.5 Criteria for Reimbursement of Tuition Costs

The Village will reimburse tuition costs when the employee demonstrates that they have successfully completed the course with a passing grade of "C" or better. If an employee fails to complete a course under the Educational Assistance Program without a satisfactory reason, or if the employee fails to receive a grade of "C" or better, the employee may be disqualified from further participation in the Educational Assistance Program.

7.0.6 Requesting Tuition Reimbursement

Payment will be on a reimbursement basis only. Participating employees will receive all of their qualifying reimbursement payments via payroll. Employees will receive a separate check based



upon their standard pay method for the tuition expense according to the normal payroll cycle. Requests for reimbursement shall be made within a reasonable timeframe of completing the course they are seeking reimbursement. To request reimbursement, complete and submit the "Educational Assistance Repayment Agreement." *Notice: requests for reimbursement submitted after the last payroll of the year, will go towards your allotment for the year in which the funds are actually received by the employee.*

7.0.7 Terms of Repayment Agreement

If an employee voluntarily terminates employment within one year of receiving education assistance funds, the Village will seek to recoup fifty (50) percent of the previous twelve (12) months' tuition reimbursement payment from the employee. The employee agrees to consent to the deduction of any amounts owed at the time the employee terminates employment, even if such deduction is greater than 15 percent of the employee's final pay. If the repayment amount is greater than the employee's final compensation, the employee will agree to repay within 30 days of termination.

SECTION 7.1 FRINGE BENEFITS

Except for benefits specifically stated in a collective bargaining agreement, employee benefits described herein are established by and may be amended by the Village.

The Village provides full-time employees with a comprehensive benefit package. If eligible, the Benefit Plan allows employees to select benefit options for medical, dental, vision and life insurance coverage as well as flexible spending plans.

The Village reserves the right to change or terminate vendors, benefit levels, benefit offerings, policies and procedures, with or without notice. In all instances the actual plan documents govern terms of participation and eligibility. Please refer to the current year's Open Enrollment Guide located on the Employee Services Page of the EIC for the most up to date information regarding benefits. Employee wages and fringe benefits are reviewed and approved by the Village Administrator and Board of Trustees as a matter of routine in concert with the Village's annual budget approval process.

Employee wages and fringe benefits are reviewed and approved by the Village Administrator and Board of Trustees as a matter of routine in concert with the Village's annual budget approval process.

7.1.1 Employee Assistance Program

The Village of Willowbrook provides an Employee Assistance Program (EAP) for all Village employees. The EAP provides employees with a confidential, convenient, no cost opportunity to resolve personal problems including, but not limited to: marital and family issues, alcohol and chemical dependencies, financial and legal stress, depression and emotional difficulties.

Participation in the EAP does not jeopardize job security or career opportunities. Likewise, participation does not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies.

The Employee Assistance Program (EAP) is administrated by an outside provider as a mechanism for dealing with employees' and their families' personal problems. The program is



available as an aid to those employees and family members who voluntarily wish to use the program for resolving a personal problem. These problems may include emotional illnesses, alcoholism, drug dependence, marital or family discord, stress disorders, legal difficulties or financial matters. All employees and their extended family members may use this program.

The general purpose of the program is to ensure that any employee and employee family member having a personal problem affecting work or home life will receive careful consideration and an offer of confidential professional assistance in the areas of stress disorders, mental or emotional illness, alcoholism, drug abuse, marital or family distress, or financial, legal or other related concerns.

Referral procedures will be designed to facilitate (a) self-referrals, (b) supervisor/management referrals, (c) medical referrals, and (d) family referrals to the EAP. When necessary, a medical leave of absence may be granted for treatment or rehabilitation on the same basis as is granted for other health problems.

The decision to request or accept assistance through the EAP is a voluntary, personal choice of the individual.

All information relating to an employee's EAP participation is strictly confidential. Only the EAP provider maintains EAP records. The EAP provider does not release specific information about an employee's use of EAP services unless the employee gives his or her advance written consent.

Voluntary self-referred employees or family members seeking assistance will be able to do so with complete anonymity.

Expenses incurred for diagnosis and treatment of alcoholism, drug abuse, or medical or psychiatric problems will be reimbursed in accordance with the provisions of the Group Insurance Program applicable to the employee.

The EAP is a prepaid service offered by the Village to employees and their spouse, and depending on their program, others in the employee's household as covered by their benefits plan. There is no cost to employees for utilizing the EAP service. However, if an employee is referred to additional resources for help and the employee elects to use those resources, the resulting co-payments and fees, if any, are the employee's responsibility.

7.1.2 Health Insurance

The Village provides a competitive health insurance benefit plan for eligible employees. Information regarding coverage type, plan highlights, summary plan descriptions, and insurance carrier contact information is located on the Employee Services Page of the EIC.

7.1.3 Health Insurance Opt-Out Program

Any full-time or eligible part-time employees who are eligible for single, single/spouse (or civil union partner), single/child(ren) or family coverage and declines coverage with a Village group health insurance plan may receive an annual incentive payment. If a Village employee decides to waive reimbursement, they may be eligible for 50% of the lowest single premium the Village pays. The incentive payments will be processed on a per pay period basis and are subject to taxes and withholdings, and are not pensionable. All requests to participate in the program must



include proof of coverage under an alternative health insurance plan. The duration of the health insurance opt out qualifies for one (1) plan year (Jan. 1-Dec. 1). **Employees desiring to continue participation must complete a new request each year during open enrollment.**

A full-time or eligible part-time employee that has a spouse, civil union partner, or parent that is also employed by the Village full-time, shall be ineligible from participation in the opt-out program if both remain covered by a Village-provided health insurance plan as the primary or as the dependent.

Annual funding for this program is not guaranteed. The amount of funds available in a particular year to an individual employee will be determined by the Village Administrator. The program has been designed to ensure that all qualified employees have equal access to reimbursement funds.

7.1.4 Vision Insurance

The Village offers vision insurance to full-time and eligible part time employees. Employees choosing vision insurance pay the full cost of the premium.

7.1.5 Dental Insurance

The Village provides a competitive dental insurance benefit plan for eligible employees. Information regarding coverage type, plan highlights, summary plan descriptions, and insurance carrier contact information is located on the Employee Services Page of the EIC.

7.1.6 Flexible Spending Account (FSA)

The Village administers an IRS Section 125 Flexible Spending Plan. The rules governing the Plan are contained in the Plan Document. Employees may elect to make pre-tax contributions, through payroll deductions, to medical, vision, transit, parking and dependent care expense accounts.

Per Federal law and applicable plan documents, changes in the allocation may only be made during the open enrollment period prior to the beginning of the plan year, unless the employee experiences a qualifying event as defined under federal law, which may include marriage, legal separation, divorce, death of a spouse or child, pregnancy, birth or adoption of a child, a change in employment status for the employee's spouse, or the termination of insurance coverage provided by a spouse's own employer.

The IRS limits, and updates annually, the amount employees can deposit into their FSA accounts. Employees who have qualifying expenses should contact the claims administrator for procedures and documentation needed for reimbursement of qualifying expenses.

Section 125 Internal Revenue Service code states, "Flexible spending accounts are 'use-it-or-lose-it' plans. This means that amounts in the account at the end of the plan year cannot be carried over to the next year and are subject to the grace period provisions outlined below. The Village is not permitted to refund any part of the balance to you. (*More information regarding Section 125 regulations is available at <http://www.irs.gov/publications>.*)

There is a grace period of up to 2½ months after the end of the plan year (January 1 – December 31). Any qualified medical expenses incurred during the plan year can be paid from any amounts left in the account at the end of the previous year. Claims incurred through March 15 of the



following year may be covered by the previous plan year's contributions. Deadline for submitting and substantiating claims is March 31 of the following plan year.

7.1.7 Life and AD&D Insurance

Life and AD&D insurance is provided to full-time and eligible part-time employees during their tenure of employment.

7.1.8 Additional Life and AD&D Insurance

The Village offers additional, voluntary life insurance to full-time and eligible part time employees. Upon hire, employees may enroll for a guaranteed issue amount. Enrollment after the time of hire may be subject to medical underwriting and review.

7.1.9 Defined Contribution Retirement Savings Plan

The defined contribution retirement plan is a voluntary program. Contributions made by employees to the defined contribution retirement plan are administered through payroll deduction and income taxes are adjusted accordingly each pay period. Enrollment, contribution amounts, and status of participation may change throughout the year and be adjusted at any time, provided the proper process to request the payroll change has been followed. There is no minimum contribution, but applicable IRS maximums may apply and vary by age.

7.1.10 Pension Benefits

Employees (non-sworn) who work 1,000 hours per year or more are eligible for pension benefits through the Illinois Municipal Retirement Fund (IMRF). Full-time, eligible sworn employees are eligible for a respective police or fire pension. Under Public Act 100-0281, some sworn police officer positions may be eligible for a defined contribution plan in lieu of participation in an Article 3 pension. Please contact your respective pension directly for more information.

7.1.11 IMRF Supplementary Life Insurance –IMRF Members Only

The IMRF offers voluntary life insurance coverage to its members through the National Conference on Public Employees Retirement Systems (NCPERS). The monthly participation premiums are made via payroll deductions. The effective date for this plan is the first of the month following your first payroll deduction.

7.1.12 IMRF Voluntary Contribution – IMRF Members Only

IMRF's Voluntary Additional Contribution (VAC) program is an easy way to help you save additional retirement income. Voluntary Additional Contributions are limited to a maximum of 10% of your IMRF reportable earnings. Please refer to the IMRF website for more information regarding the restrictions of withdrawing your VAC and how interest is applied to your account.

7.1.13 Consolidate Omnibus Budget Reconciliation Act

The Consolidates Omnibus Budget Reconciliation Act (COBRA) requires group health plans to offer continuation coverage to covered employees, former employees, spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain events. Those events include but are not limited to:



- A covered employee's death;
- A covered employee's job loss or reduction in hours for reasons other than gross misconduct;
- A covered employee's becoming entitled to Medicare;
- A covered employee's divorce or legal separation, and
- A child's loss of dependent status (and therefore coverage) under the plan.
- A permanent move to a new state; or a move within a state can be a qualifying event

COBRA requires that continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time for which continuation coverage must be made available depends on the type of qualifying event.

SECTION 7.2 SEPARATION OF EMPLOYMENT

7.2.1 Notice of Separation

An employee who voluntarily resigns or retires from Village employment is expected to give advance notice of not less than two calendar weeks. Separating employees should consult with the Village Administrator's Office prior to separation in order to receive information regarding pension, health insurance and similar administrative matters.

All notices of intent to resign should first be filed in writing with the Department Director, who will notify the Village Administrator's Office.

7.2.2 Separation Date

An employee's separation date is the last day they received pay for hours worked. Hours worked shall include the use of granted, earned or accrued time.

7.2.3 Statement of Pay and Benefits

The Village Administrator's Office will prepare a statement of the employee's final hours worked, and the payment of ancillary benefits. If possible, the employee will be provided with a chance to review this statement prior to the final payment being issued.

7.2.4 Health Insurance and Pension Benefits at Separation

Health insurance coverage ends at the end of the month in which the employee separates. The employee is responsible for communicating directly with their respective pension and completing the appropriate notifications and forms. The local Social Security Office should be contacted with questions about a pension for the retiree, spouse, or dependent children or Medicare eligibility.



7.2.5 Sick Leave Buyback at Retirement

At retirement, eligible full-time employees may be paid at their straight time hourly rate for 50 percent of unused and unpaid sick leave hours accrued not to exceed 1,600 hours.

Employees who participate in the Illinois Municipal Retirement Fund (IMRF) have an additional option of converting all unused and unpaid sick leave to pension service credit. **Only unused and unpaid sick days may be converted to IMRF service credit.**

7.2.6 Death Benefit

In the event that a full-time employee dies while employed, the Village will make payment for 25 percent of accumulated unused sick leave at the rate of pay for that employee at the time of death. Additionally, in the event of the death of an employee, the Village will extend one month's salary.

7.2.7 Exit Interview

It is important for the Village to be informed of separating employees' opinions of their employment with the Village. The separating employees may be asked to participate in a confidential interview with the Village Administrator's Office or their designee prior to their last day of employment. The exit interview is voluntary and has no effect on the compensation or the benefits due an employee by virtue of separation. The exit interview will be scheduled after the Village has officially received a written notice of resignation from the employee.

7.2.8 Return of Village Property

An employee who has separated from Village service will be held responsible for the return of all Village property, keys, records and/or uniforms in their possession *at the time of separation*. *Failure to return property may necessitate Village action for recovery.*

7.2.9 Unemployment Benefits

When an employee quits, is discharged, or is laid off for an expected duration of seven (7) days or more, the employee is directed to refer to the pamphlet, entitled "What Every Worker Should Know About Unemployment Insurance," which pamphlet is attached hereto as Appendix A. Questions regarding the eligibility for benefits should be directed to the local Illinois Department of Employment Security office.



APPENDIX A

State of Illinois

Department of Employment Security



What Every Worker Should Know About Unemployment Insurance

Notice to Employers

When workers are laid off for a period of seven days or more or are separated from the payroll for any reason, employers are required to provide them with a copy of this publication. If it is not practical to provide copies at the work site, the publication should be mailed to employees' last known address within five calendar days of separation. Enter the firm's name and address in the space below:

A large rectangular box intended for the employer's name and address.



The Illinois Department of Employment Security (IDES) administers the unemployment insurance program for the State of Illinois. You are entitled to unemployment insurance benefits while you are unemployed if you meet the legal requirements. Benefits are financed by employer payroll taxes – not by any deductions from your wages.

Who Qualifies for Unemployment Insurance?

1. To qualify, you must have earned at least \$1,600 during a recent 12-month period (known as the base period) and you must have earned at least \$440 outside of the base period quarter in which your earnings were the highest. If you do not qualify under the standard base period, IDES may use the most recent four completed quarters as an alternate base period.

<i>If your Benefit Year begins:</i>	<i>Your Base Period will be:</i>	<i>Your Alternate Base Period will be:</i>
<i>This Year Between: Jan. 1 and March 31</i>	<i>Last Year Between: Jan. 1 and Sept. 30 and the year before between Oct. 1 and Dec. 31</i>	<i>Last year between: Jan. 1 and Dec. 31</i>
<i>This Year Between: April 1 and June 30</i>	<i>Last Year Between: Jan. 1 and Dec. 31</i>	<i>Last year between: April 1 and Dec. 31 and this year between Jan. 1 and Mar. 31</i>
<i>This Year Between: July 1 and Sept. 30</i>	<i>Last Year Between: April 1 and Dec. 31 and this year between Jan. 1 and March 31</i>	<i>Last year between: July 1 and Dec. 31 and this year between Jan. 1 and June 30</i>
<i>This Year Between: Oct. 1 and Dec. 31</i>	<i>Last Year Between: July 1 and Dec. 31 and this year between Jan. 1 and June 30</i>	<i>Last year between: Oct. 1 and Dec. 31 and this year between Jan. 1 and Sept. 30</i>

If you have been awarded temporary total disability benefits under a workers' compensation act or other similar acts, or if you only have worked within the last few months, your base period may be determined differently.

2. Your employer must be subject to the State's unemployment insurance law. Among the types of work not covered are certain agricultural, domestic, railroad and government work, and certain work done for one's family and on commission.
3. You must either be entirely out of work or be working less than full-time because full time work is not available. Your earnings must fall below a certain threshold determined at the time you file your claim.
4. Your unemployment must be involuntary. You may be disqualified if you:
 - a. quit your job voluntarily without good cause attributable to your employer;
 - b. were discharged for misconduct in connection with your work;
 - c. were discharged for a felony or theft in connection with your work; or
 - d. are out of work because of a labor dispute.



5. You must be able and available to work. Benefits are not paid for any period in which you are on vacation, when your principle occupation is that of a student (you may be eligible if you are attending a training course approved by the IDES Director) or while you engage in any other activity that makes you unavailable for work. Benefits are not paid for any day or days on which you are unable to work because of illness, disability, family responsibilities, lack of transportation, etc.
6. You must be actively seeking work and willing to accept any suitable job offered. You must keep a log of your job search activities in every week for which you claim benefits. If your eligibility is challenged, you may be required to produce that document.

Illinois Employment Service Registration Requirement:

You must complete registration with Illinois Employment Services at IllinoisJobLink.com before unemployment insurance benefits can be paid. Once completing your registration at IllinoisJobLink.com, you can create a resume and search for work.

Information Needed to File for Benefits:

- Your Social Security Number and Name as it appears on your Social Security card;
- Your Driver License / State ID (this will provide your weight, which is required when filing);
- If claiming your spouse or child as a dependent, the Social Security Number, date of birth and name(s) of dependent(s);
- Name, mailing address, phone number, employment dates, and separation reason for all the employers you worked for in the last 18 months;
 - Wage records (W-2 form, check stubs, etc.) from these employers may be necessary.
- If you worked since Sunday of this week, the gross wages earned this week;
 - You must report all gross wages for any work performed, full or part-time;
 - Gross means the total amount earned before deductions, not “take home pay”, including wages in the form of lodging, meals, merchandise or any other form;
 - Gross wages must be reported the week in which they are earned, not the week in which you receive the wages;
 - If your gross wages earned in any week are less than your weekly benefit amount, you still may be eligible to receive a full or partial benefit payment);
- Records of any pension payments you are receiving (not including Social Security);
- If you are not a United States citizen, your Alien Registration Information;
- If you are a recently separated veteran, the Member 4 Copy of the DD form 214 / 215;
 - Other copies of the DD Form 214 / 215 are acceptable, but the Member 4 copy is the most commonly available.
- If you are separated from work as a civilian employee of the federal government, copies of your Standard Form 8 and Personnel Action Form 50.



When and Where to File:

File your claim for unemployment insurance benefits during the first week after you have become unemployed. We recommend filing for benefits online at ides.illinois.gov, or you may file in person at a local IDES office. Check our website for office locations.

Please review the **Unemployment Insurance Benefits Handbook** for additional requirements and more detailed information. This and other publications are available online at ides.illinois.gov.

If you have additional questions, please call **IDES Claimant Services** at **(800) 244-5631** or **TTY: (866) 488-4016**.

The law provides jail sentences and fines if you attempt to obtain benefits fraudulently by withholding pertinent information or by making false statements with your claim.

IDES is an equal opportunity employer and complies with all state and federal nondiscrimination laws in the administration of its programs. Auxiliary aids and services are available upon request to individuals with disabilities. Contact the manager of the IDES office nearest you or the IDES Equal Opportunity Officer at (312) 793-9290 or TTY: (888) 340-1007.

Note: The information contained in this brochure is subject to change at any time. For the latest information, visit the IDES Web site at www.ides.illinois.gov.

Printed by Authority of the State of Illinois

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL SERVICES AT THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE CENTER

AGENDA NO. 6.**AGENDA DATE: 02/13/2023****STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES NO N/A **BACKGROUND/DISCUSSION**

At the August 8, 2022 Village Board meeting, the Willowbrook Board of Trustees adopted a resolution to approve a contract with Multisystem Management for Custodial Services provided to Village Hall and the Police Department for the next three years in amount not to exceed \$88,020 or \$29,340 annually.

With the Village's new CRC (Community Resource Center) opening in the coming weeks, staff determined that it would be logical for the Village's current custodial services vendor to provide cleaning services to the CRC facility as well.

Multisystem Management started providing the Village with custodial services at the beginning of September 2022, with no complaints having been logged with Multisystem regarding the services they provide. The CRC will not host daily public events, so, it was determined that the CRC required custodial services only twice a week compared to the weekday daily services provided to the Village Hall and Police Department.

The amended contract increases the total contract cost from \$88,020 to \$111,060 and from \$29,340 to \$37,020 annually. As part of this amended contract, monthly custodial costs will increase from \$2,445 to \$3,085. The custodial services start date for CRC cleaning is to be determined and will be based on when the facility starts to host public events.

STAFF RECOMMENDATION

Staff recommends adopting the Resolution to provide expanded custodial services to the CRC.

ACTION PROPOSED: Adopt the Resolution.

CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK

This Agreement made this ____ day of August, 2022, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Multisystem Management Company (“Contractor”), for the provision of custodial services at Village’s Municipal Buildings, including Village Hall and Village Police Station, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. Contractor has submitted a proposal to perform custodial services for the Village. Such proposal dated June 17, 2022, including all general terms and conditions, special terms and conditions, requirements and specifications contained therein, are incorporated herein as Exhibit “A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. For and in consideration of the payments to be made by the Village, and the agreements set forth in the contract documents to be made by the Contractor, the Village and the Contractor agree that the Contractor, at its own proper cost and expense, shall perform the following Work: Provide custodial maintenance to the Village managed buildings listed below, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this Agreement, in strict compliance with the specifications, general conditions, and special provisions which are essential documents of and made a part of this Agreement.

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527; and
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527.

B. The Village shall provide, at no cost to the Contractor, for application at the facilities subject to the Agreement, the following consumable products for use by the Building’s Occupants:

- Toilet tissue
- Roll towels – household use
- Roll towels – bathroom use
- Toilet seat covers
- Facial tissue
- Liquid hand cleaner
- Bar soap
- Feminine napkins
- Waste can liners
- Toilet bowl sanitation blocks

- Urinal blocks

The Contractor shall provide, at its expense and at no additional cost to the Village, all cleaning equipment and cleaning supplies to support all its work activities specified, with the exception of the items listed above. A secure storage space for cleaning equipment and cleaning supplies shall be made available by the Village.

2. The Contractor shall perform the Work as directed by Public Works Foreman or his designee.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposal, for a total amount not to exceed Eighty-Eight Thousand Twenty and 00/100th Dollars (\$88,020.00). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized in writing by Village. Hours reduced from the contract specifications shall be deducted from the monthly invoice at the hourly rate specified.

B. **Contract Term**

The Contractor shall commence the Work on September 6, 2022 and shall perform the Work through December 31, 2025. The Village shall have the right to terminate this Agreement, at any time, upon giving written notice to the Contractor at least thirty (30) days prior to the termination of the Agreement.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act.

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527

b. If to Contractor:

Multisystem Management Company
1900 E. Golf Road, Suite 950
Schaumburg, Illinois 60173

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended, or a provision hereof waived, by the parties by written instrument executed by authorized signatories of the Village and Contractor.

7. **Insurance.** Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits, as required by the Labor Code of the State of Illinois and Employers'

Liability limits of \$1,000,000 per accident; 1,000,000 each employee disease/\$1,000,000 disease policy limit.

- (4) Umbrella Excess Liability or Excess Liability insurance with minimum limits of \$5,000,000 combined single limit each occurrence; \$5,000,000 combined single limit aggregate, other than products/completed operations and auto liability; and \$5,000,000 combined single products/completed operations aggregate.

D. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

(a) The Village, its officials and employees, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.

(b) The Contractor's insurance coverage shall be primary insurance, as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees, shall be in excess of Contractor's insurance, and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.

(d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

8. **Indemnification/Hold Harmless.** The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including

litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

9. **Supervision.** Regular supervision shall be maintained over all working personnel by the Contractor. The Contractor shall ensure that all activities are properly coordinated with the Village. Contractor shall modify assignments, if and when necessary, inspect and correct the working personnel, make needed adjustments, check requisitions and dispense supplies and equipment, and make "on the job" inspections.

10. **Complaints.** A complaint is a problem with the quality of the service or the omission of an item of work. A complaint will be reported to the Contractor by phone, by e-mail, or letter. Complaints may also be reported to the Contractor in the form of the monthly inspection results. The Contractor will be expected to correct the problem within five (5) business days of notice. The Village reserves the right to discount the monthly invoice for work not performed, or performed in an unsatisfactory manner. The discount is not to be considered a penalty, but, rather, will be in direct proportion to the time and materials necessary for the Village staff to perform those services, as described in the contract, at a satisfactory level. A reduction in payment will be levied against the next possible invoice.

11. **Modification.** Any modification of this Contract, or additional obligation assumed by any party in connection with this Contract, shall be binding only if evidenced in writing, signed and authorized by the representatives of both parties.

12. **Severability.** If any provision or part of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Contract not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue, in full force and effect, unless deletion of the provision or other part of the Contract, which is held to be invalid or unenforceable, renders this Contract meaningless.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

13. **Certifications.** The Contractor shall execute the Certification attached hereto as Exhibit "A", and made a part hereof. The parties agree that the assurances contained in the Certification contained in Exhibit "A", are each a material representation of fact upon which the Village relies in entering into this Agreement.

Village of Willowbrook

Contractor: Multisystem Management Company

By: _____
Frank A. Trilla, Mayor

By: _____

Attest:

Attest:

By: _____
Deborah A. Hahn, Village Clerk

By: _____

EXHIBIT "A"
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook ("Village") in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(*Name of Owner or Officer*) _____ (*Title or Office*)
_____, and as such, hereby represent and warrant to the
(*Name of Contractor*)

Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*).

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under subsection (A)(1)c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) During the performance of this contract, the Contractor agrees as follows: That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- (C) The Contractor represents that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
- (D) The Contractor represents that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.; and
- (E) The Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.
- (F) The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all

claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

- (G) Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce, within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act, so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village to request an extension, so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including, but not limited to, fines, costs, attorneys' fees and penalties.
- (H) The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (I) Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Notwithstanding anything to the contrary which may be contained in this Agreement, payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook, in writing, within seven (7) days. Dated: _____, 2022

Contractor: Multisystem Management Company

By: _____

(*Print Name of Owner or Officer*) _____, (*Title or Office*) _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____ of
(Name of Owner or Officer) _____ (Title or Office)
_____, appeared before me this day in person and, (Name
of Contractor)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: _____, 2022

Notary Public

CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK

This Agreement made this 1 day of August, 2022, between the Village of Willowbrook, a municipal corporation of the State of Illinois ("Village"), and Multisystem Management Company ("Contractor"), for the provision of custodial services at Village's Municipal Buildings, including Village Hall and Village Police Station, in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. Contractor has submitted a proposal to perform custodial services for the Village. Such proposal dated June 17, 2022, including all general terms and conditions, special terms and conditions, requirements and specifications contained therein, are incorporated herein as Exhibit "A" and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in "Exhibit A," the terms of this agreement shall control. For and in consideration of the payments to be made by the Village, and the agreements set forth in the contract documents to be made by the Contractor, the Village and the Contractor agree that the Contractor, at its own proper cost and expense, shall perform the following Work: Provide custodial maintenance to the Village managed buildings listed below, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this Agreement, in strict compliance with the specifications, general conditions, and special provisions which are essential documents of and made a part of this Agreement.

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527; and
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527.

B. The Village shall provide, at no cost to the Contractor, for application at the facilities subject to the Agreement, the following consumable products for use by the Building's Occupants:

- Toilet tissue
- Roll towels – household use
- Roll towels – bathroom use
- Toilet seat covers
- Facial tissue
- Liquid hand cleaner
- Bar soap
- Feminine napkins
- Waste can liners
- Toilet bowl sanitation blocks

- Urinal blocks

The Contractor shall provide, at its expense and at no additional cost to the Village, all cleaning equipment and cleaning supplies to support all its work activities specified, with the exception of the items listed above. A secure storage space for cleaning equipment and cleaning supplies shall be made available by the Village.

2. The Contractor shall perform the Work as directed by Public Works Foreman or his designee.

3. A. **Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposal, for a total amount not to exceed Eighty-Eight Thousand Twenty and 00/100th Dollars (\$88,020.00). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized in writing by Village. Hours reduced from the contract specifications shall be deducted from the monthly invoice at the hourly rate specified.

B. **Contract Term**

The Contractor shall commence the Work on September 6, 2022 and shall perform the Work through December 31, 2025. The Village shall have the right to terminate this Agreement, at any time, upon giving written notice to the Contractor at least thirty (30) days prior to the termination of the Agreement.

C. **Payment**

Payment to the Contractor shall be made in accordance with the Local Government Prompt Payment Act.

4. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

5. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village Administrator
835 Midway Drive
Willowbrook, Illinois 60527

b. If to Contractor:

Multisystem Management Company
6019 N. Milwaukee Avenue
Chicago, Illinois 60646

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended, or a provision hereof waived, by the parties by written instrument executed by authorized signatories of the Village and Contractor.

7. **Insurance.** Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
- (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
- (3) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

C. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Worker's Compensation limits, as required by the Labor Code of the State of Illinois and Employers'

Liability limits of \$1,000,000 per accident; 1,000,000 each employee disease/\$1,000,000 disease policy limit.

- (4) Umbrella Excess Liability or Excess Liability insurance with minimum limits of \$5,000,000 combined single limit each occurrence; \$5,000,000 combined single limit aggregate, other than products/completed operations and auto liability; and \$5,000,000 combined single products/completed operations aggregate.

D. The policies are to contain, or be endorsed to contain the following provisions:

(1) Commercial General Liability and Automobile Liability Coverages:

- (a) The Village, its officials and employees, are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its officials.
- (b) The Contractor's insurance coverage shall be primary insurance, as respects the Village, its officials and employees. Any insurance or self-insurance maintained by the Village, its officials or employees, shall be in excess of Contractor's insurance, and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials or employees.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

8. **Indemnification/Hold Harmless.** The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including 1079376.1

litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

9. **Supervision.** Regular supervision shall be maintained over all working personnel by the Contractor. The Contractor shall ensure that all activities are properly coordinated with the Village. Contractor shall modify assignments, if and when necessary, inspect and correct the working personnel, make needed adjustments, check requisitions and dispense supplies and equipment, and make "on the job" inspections.

10. **Complaints.** A complaint is a problem with the quality of the service or the omission of an item of work. A complaint will be reported to the Contractor by phone, by e-mail, or letter. Complaints may also be reported to the Contractor in the form of the monthly inspection results. The Contractor will be expected to correct the problem within five (5) business days of notice. The Village reserves the right to discount the monthly invoice for work not performed, or performed in an unsatisfactory manner. The discount is not to be considered a penalty, but, rather, will be in direct proportion to the time and materials necessary for the Village staff to perform those services, as described in the contract, at a satisfactory level. A reduction in payment will be levied against the next possible invoice.

11. **Modification.** Any modification of this Contract, or additional obligation assumed by any party in connection with this Contract, shall be binding only if evidenced in writing, signed and authorized by the representatives of both parties.

12. **Severability.** If any provision or part of this Contract shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Contract not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue, in full force and effect, unless deletion of the provision or other part of the Contract, which is held to be invalid or unenforceable, renders this Contract meaningless.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

13. **Certifications.** The Contractor shall execute the Certification attached hereto as Exhibit "A", and made a part hereof. The parties agree that the assurances contained in the Certification contained in Exhibit "A", are each a material representation of fact upon which the Village relies in entering into this Agreement.

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

Attest:

By: _____
Deborah A. Hahn, Village Clerk

Contractor: Multisystem Management Company

By: Lilla Limer

Attest:

By: Sylvia Odell

EXHIBIT "A"
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Willowbrook ("Village") in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, LILLA LINEP, hereby certify that I am the ACCT MANAGER of
(*Name of Owner or Officer*) (Title or Office)
MULTISYSTEM MANAGEMENT CORP, and as such, hereby represent and warrant to the
(*Name of Contractor*)

Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); and
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1 of the Education Loan Default Act (5 ILCS 385/1 *et seq.*).

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;

- ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under subsection (A)(1)c from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) During the performance of this contract, the Contractor agrees as follows: That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- (C) The Contractor represents that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.
- (D) The Contractor represents that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.; and
- (E) The Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.
- (F) The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all

claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

- (G) Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce, within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act, so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village to request an extension, so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including, but not limited to, fines, costs, attorneys' fees and penalties.
- (H) The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- (I) Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

Notwithstanding anything to the contrary which may be contained in this Agreement, payment shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Willowbrook, in writing, within seven (7) days. Dated:

AUGUST 1, 2022

Contractor: Multisystem Management Company

By: LILIA LINER

LILIA LINER
(Print Name of Owner or Officer)

ACCOUNT MANAGER
(Title or Office)

STATE OF ILLINOIS)
COUNTY OF IL)
ss.)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that LILLI LINEP known to me to be the ACCOUNT MGR of
(Name of Owner or Officer) (Title or Office)
MULTISYSTEM MANAGEMENT, appeared before me this day in person and, (Name of Contractor)

being first duly sworn on oath, acknowledged that he executed the foregoing certification as his/her free act and deed.

Dated: August 3rd, 2022

Margret Kowalski
Notary Public





MULTISYSTEM MANAGEMENT COMPANY



CONTRACT FOR CLEANING SERVICES

Project Addresses:

COMMUNITY RESOURCE CENTER

825 MIDWAY DRIVE

WILLOWBROOK, IL 60527

&

VILLAGE OF WILLOWBROOK

835 MIDWAY DRIVE

WILLOWBROOK, IL 60527

Presented by:

Office Manager: Olha Tsvyntarna

Multisystem Management Company

6019 N Milwaukee Ave

Chicago, IL 60646



MULTISYSTEM MANAGEMENT COMPANY

Specifications for regular cleaning services at COMMUNITY RESOURCE CENTER:

Areas to be Serviced:

Entrance Area	Hallways
Office Area	Conference Rooms
Restrooms	Janitor's Closets
Lunchrooms	Miscellaneous

Frequency of Service:

Two (2) Times Per Week

I. Entrance Area

Daily:

1. Doors & Door Glass
 2. Doorknobs & Push Plates
 3. Carpeted Floors
 4. Hard Surfaced Floors
 5. Floor Runners
 6. Furniture
 7. Display Cases
 8. Telephones
 9. Corners and Ceilings
- Spot Wash
Clean
Vacuum
Damp Wipe Spots w/Cleaner
Dust Mop & Damp Mop
Vacuum
Dust Tables, Ledges
Clean Hard Surface Chairs
Dust & Spot Clean
Damp Wipe Handset
Check for Cobwebs

Weekly:

1. Doors & Door Glass
 2. Carpeted Floors
 3. Hard Surfaced Floors
 4. Baseboards
 5. Furniture
 6. Wall Hangings
- Complete Wash
Detail/Edge Vacuum
Buff
Clean & Dust
Dust Chairs, Lamps
Dust

Monthly:

1. Blinds
 2. Vents/Diffusers
- Dust
Dust

Note: It is understood that if carpet spots cannot be removed by damp wiping with carpet cleaner and will require bonneting and/or hot water extraction, this will be done at an additional charge. It is additionally understood that if a "spot" is cleaned on a generally dirty carpet, a "clean spot" will result which can only be remedied by cleaning the entire area of dirty carpet.



MULTISYSTEM MANAGEMENT COMPANY

2 x Per Year:

- | | |
|-------------------------|---------------------------|
| 1. Hard Surfaced Floors | Scrub
Strip & Refinish |
|-------------------------|---------------------------|

Annually:

- | | |
|--------------------|---------------|
| 1. Carpeted Floors | Clean/Extract |
|--------------------|---------------|

II. Office Area

Daily:

- | | |
|-------------------------|---|
| 1. Carpeted Floors | Vacuum
Damp Wipe Spots w/Cleaner |
| 2. Hard Surfaced Floors | Dust Mop & Damp Mop |
| 3. Floor Runners | Vacuum |
| 4. Display Cases | Damp Wipe Spots w/Cleaner |
| 5. Business Machines | Dust & Spot Clean |
| 6. Chairs | Clean |
| 7. Wastebaskets | Clean Hard Surface Chairs
Empty
Replace Liner (As Needed) |
| 8. Telephones | Damp Wipe Handset |
| 9. Corners & Ceilings | Check for Cobwebs |

Weekly:

- | | |
|-------------------------------|-------------------------------|
| 1. Hard Surfaced Floors | Buff |
| 2. Baseboards | Clean & Dust |
| 3. Desks/Credenzas | Dust & Damp Wipe (if cleared) |
| 4. Computer Monitors | Dust |
| 5. Filing Cabinets | Dust & Damp Wipe Top |
| 6. Ledges/Horizontal Surfaces | Dust |
| 7. Partitions | Dust Tops |

2x/Month:

- | | |
|-------------------------------|--------------------|
| 1. Carpeted Floors | Detail/Edge Vacuum |
| 2. Ledges/Horizontal Surfaces | Damp Wipe |

Monthly:

- | | |
|--------------------|------|
| 1. Vents/Diffusers | Dust |
| 2. Wall Hangings | Dust |



MULTISYSTEM MANAGEMENT COMPANY

Quarterly:

- | | |
|-----------|-----------------|
| 1. Chairs | Vacuum Cloth |
| | Damp Wipe Vinyl |
| 2. Blinds | Dust |

2x/Year:

- | | |
|-------------------------|------------------|
| 1. Hard Surfaced Floors | Scrub |
| | Strip & Refinish |

Annually:

- | | |
|--------------------|---------------|
| 1. Carpeted Floors | Clean/Extract |
|--------------------|---------------|

III. Restrooms

Daily:

- | | |
|--|---|
| 1. Carpeted Floors | Vacuum |
| 2. Hard Surfaced Floors | Damp Wipe Spots w/Cleaner |
| 3. Wastebaskets | Dust Mop & Damp Mop |
| 4. Walls Behind Wastebaskets | Empty & Replace Liner |
| 5. Doors & Frames | Wipe Down |
| 6. Doorknobs & Push Plates | Spot Clean |
| 7. Light Switches | Clean |
| 8. Kickplates | Spot Clean |
| 9. Sinks | Clean |
| 10. Commodes & Urinals | Clean |
| 11. Walls Behind Commodes & Urinals | Wipe Down |
| 12. Metal & Bright Work | Clean |
| 13. Mirrors | Wash |
| 14. Floor Drains | Clean |
| 15. Corners & Ceilings | Check for Cobwebs |
| 16. Dispensers | Clean |
| 17. Walls Under Dispensers | Wipe Down |
| 18. Supplies – Your Stock | Refill Dispensers |
| | Monitor Inventory & Recommend Order (As Needed) |
| 19. Supplies – We Provide At Additional Cost | Refill Dispensers |
| | Monitor Inventory & Recommend Order (As Needed) |



MULTISYSTEM MANAGEMENT COMPANY

Weekly:

- | | |
|-----------------|-----------------------|
| 1. Baseboards | Clean & Dust |
| 2. Wastebaskets | Wash |
| 3. Partitions | Dust Tops & Spot Wash |

2x/Month:

- | | |
|--------------------|--------------------|
| 1. Carpeted Floors | Detail/Edge Vacuum |
|--------------------|--------------------|

Monthly:

- | | |
|--------------------|------|
| 1. Vents/Diffusers | Dust |
|--------------------|------|

Quarterly:

- | | |
|---------------|------|
| 1. Partitions | Wash |
|---------------|------|

Annually:

- | | |
|--------------------|---------------|
| 1. Carpeted Floors | Clean/Extract |
|--------------------|---------------|

IV. Lunchrooms

Daily:

- | | |
|------------------------------|-----------------------|
| 1. Carpeted Floors | Vacuum |
| 2. Hard Surfaced Floors | Dust Mop & Damp Mop |
| 3. Wastebaskets | Empty & Replace Liner |
| 4. Walls Behind Wastebaskets | Wipe Down |
| 5. Sinks | Clean |
| 6. Tables | Wash Tops |
| 7. Microwaves | Damp Wipe Inside |
| 8. Dispensers | Clean |
| 9. Walls Under Dispensers | Wipe Down |

Weekly:

- | | |
|-----------------------|-------------------|
| 1. Doors & Frames | Spot Clean |
| 2. Corners & Ceilings | Check for Cobwebs |

Monthly:

- | | |
|--------------------|--------------------|
| 1. Carpeted Floors | Detail/Edge Vacuum |
| 2. Baseboards | Clean & Dust |

Quarterly:

- | | |
|--------------------|------------|
| 1. Wastebaskets | Wash |
| 2. Kickplates | Spot Clean |
| 3. Vents/Diffusers | Dust |



MULTISYSTEM MANAGEMENT COMPANY

V. Hallways

Daily:

- | | |
|-------------------------|-------------|
| 1. Carpeted Floors | Spot Vacuum |
| 2. Hard Surfaced Floors | Dust Mop |

Weekly:

- | | |
|-------------------------|-------------------|
| 1. Hard Surfaced Floors | Damp Mop |
| 2. Water Fountain | Clean |
| 3. Partition Glass | Spot Wash |
| 4. Corners & Ceilings | Check for Cobwebs |

Monthly:

- | | |
|-------------------------------|--------------|
| 1. Carpeted Floors | Edge Vacuum |
| 2. Baseboards | Clean & Dust |
| 3. Ledges/Horizontal Surfaces | Dust |
| 4. Kickplates | Spot Clean |

Quarterly:

- | | |
|--------------------|---------------|
| 1. Partition Glass | Complete Wash |
| 2. Vents/Diffusers | Dust |

VI. Conference Rooms

Daily:

- | | |
|-------------------------|---------------------------|
| 1. Carpeted Floors | Vacuum Traffic Lanes |
| 2. Hard Surfaced Floors | Dust Mop |
| 3. Wastebaskets | Empty |
| | Replace Liner (As Needed) |

Weekly:

- | | |
|-------------------------|-------------------|
| 1. Carpeted Floors | Vacuum |
| 2. Hard Surfaced Floors | Damp Mop |
| 3. Chairs | Damp Wipe |
| 4. Corners & Ceilings | Check for Cobwebs |



MULTISYSTEM MANAGEMENT COMPANY

Monthly:

- | | |
|-------------------------------|--------------|
| 1. Baseboards | Clean & Dust |
| 2. Ledges/Horizontal Surfaces | Dust |

Quarterly:

- | | |
|--------------------|------|
| 1. Blinds | Dust |
| 2. Vents/Diffusers | Dust |

VII. Janitor's Closet

2x/Month:

- | | |
|-------------------------|----------------------|
| 1. Hard Surfaced Floors | Damp Mop |
| 2. Equipment & Supplies | Organize (As Needed) |

Monthly:

- | | |
|-------------------------|-------|
| 1. Hard Surfaced Floors | Sweep |
|-------------------------|-------|

VIII. Miscellaneous

1. Report Building Problems Such as Toilets That Do Not Flush, Broken Windows etc.

- **Multisystem Management Company has estimated that the janitorial services in your building would amount to:**

\$640.00/Month

- **Cost of regular cleaning services at VILLAGE OF WILLOWBROOK, 835 MIDWAY DRIVE, WILLOWBROOK, IL 60527 in accordance with the existing contract:**

\$2,445.00/Month

TOTAL MONTHLY PRICE:

\$3,085.00/Month

MULTISYSTEM MANAGEMENT COMPANY

By: MACIEJ CWIERTNIA

Title: PRESIDENT

Date: 01/20/2023

Signature: 

VILLAGE OF WILLOWBROOK

By: _____

Title: _____

Date: _____

Signature: _____

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE EXECUTION OF AN AMENDED CONTRACT WITH
MULTISYSTEM MANAGEMENT COMPANY TO PERFORM CUSTODIAL
SERVICES AT THE VILLAGE OF WILLOWBROOK COMMUNITY RESOURCE
CENTER**

WHEREAS, the Village previously solicited sealed proposals from seven (7) contractors for the performance of custodial services at the Village's Municipal Buildings, including the Village Hall facility and the Village Police Department facility (the "Project"); and

WHEREAS, the proposals received were publicly opened, examined and declared by officials of the Village of Willowbrook on June 17, 2022 at 3:00 p.m.; and

WHEREAS, of the proposals received and opened, the apparent lowest responsible bidder to submit a proposal for the Project was Multisystem Management Company ("Multisystem"); and

WHEREAS, based upon Multisystem's Proposal, the corporate authorities of the Village awarded a contract to Multisystem to perform custodial services at the Village Hall facility and Village Police Department facility; and

WHEREAS, the corporate authorities of the Village have determined it is in the best interest of the Village to approve an amended agreement with Multisystem for additional custodial services to be performed at the new Village Community Resource Center.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: That certain First Amendment to Custodial Services Agreement by and between Multisystem Management Company and the Village of Willowbrook for the performance of custodial services at the Village's Community Resource Center, a copy of which is attached hereto as Exhibit "A" and made a part hereof is hereby approved.

SECTION 3: The Mayor of the Village of Willowbrook is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to the First Amendment to Custodial Services Agreement, all on behalf of the Village of Willowbrook.

SECTION 4: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 13th day of February, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF
WILLOWBROOK**

**FIRST AMENDMENT TO CUSTODIAL SERVICES AGREEMENT BETWEEN
MULTISYSTEM MANAGEMENT COMPANY AND THE VILLAGE OF WILLOWBROOK**

This First Amendment to the Agreement made this ____ day of February, 2023, between the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), and Multisystem Management Company (“Contractor”), for the provision of custodial services at the Village’s Municipal Buildings, including Village Hall, Village Police Station, and Village Community Resource Center in consideration of the following and other valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

WHEREAS, the Village and Contractor entered into an Agreement on August 22, 2022, for the provision of custodial services at the Village’s Municipal Buildings, including the Village Hall and the Village Police Station, for Eighty Eight Thousand Twenty and 00/100ths Dollars (\$88,020.00) (Twenty Nine Thousand Three Hundred Forty and 00/100ths Dollars {\$29,340.00}, annually) for a term commencing on September 6, 2022 through December 31, 2025 (“Agreement”); and

WHEREAS, the Village and Contractor now desire to amend said Agreement to add the provision of custodial services by Contractor at the Village Community Resource Center, 825 Midway Drive, Willowbrook, Illinois 60527, in consideration for the additional cost to the Village of Seven Thousand Six Hundred Eighty and 00/100ths Dollars (\$7,680.00), annually, for a total amount not to exceed One Hundred Eleven Thousand Sixty and 00/100ths Dollars (\$111,060.00) (Thirty Seven Thousand Twenty and 00/100ths Dollars {\$37,020.00}, annually).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully rewritten.
2. That certain Agreement between Village and Contractor entered into for the provision of custodial services at Village’s Municipal Buildings is hereby amended as hereinafter set forth:

- A. Paragraph 1(A) is hereby amended to read as follows:

A. Contractor shall perform custodial services at the following Village facilities:

1. Village Hall – 835 Midway Drive, Willowbrook, IL 60527;
2. Village Police Station – 7760 Quincy Street, Willowbrook, IL 60527; and
3. Village Community Resource Center – 825 Midway Drive, Willowbrook, IL 60527.

B. Paragraph 3(A), entitled Contract Sum, is hereby amended to read as follows:

3. **A. Contract Sum**

The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth in the Contractor's proposals, dated June 17, 2022 and January 20, 2023, a total amount not to exceed One Hundred Eleven Thousand Sixty and 00/100th Dollars (\$111,060.00) (Thirty Seven Thousand Twenty and 00/100ths Dollars {\$37,020.00}, annually). Additional hours worked shall be paid at the hourly rate specified. Additional hours will only be paid when authorized, in writing, by the Village. Hours reduced from the contract specifications shall be deducted from the monthly invoice at the hourly rate specified.

4. That all remaining terms of the Agreement unamended by this First Amendment to the Custodial Services Management Agreement between Multisystem Management Company and the Village of Willowbrook remain in full force and effect and unamended by this First Amendment.

READ, APPROVED AND AGREED

Village of Willowbrook

By: _____
Frank A. Trilla, Mayor

Attest:

By: _____
Deborah A. Hahn, Village Clerk

READ, APPROVED AND AGREED

Contractor: Multisystem Management Company

By: _____
Maciej Cwiertina, President

Attest:

By: _____

VILLAGE OF WILLOWBROOK

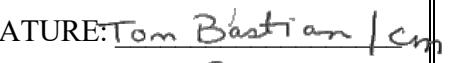
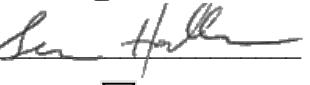
BOARD MEETING

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION (“SEASPAR”)

AGENDA NO. 7.**AGENDA DATE:** 2-13-2023

STAFF REVIEW: Dustin Kleefisch, Director of Parks & Recreation	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 
REVIEWED & APPROVED BY A COMMITTEE:	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>

PURPOSE AND ACTION REQUESTED:

This item received positive feedback at the December 12, 2022 Village Board meeting.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

BACKGROUND: At the Village Board Meeting on December 12th, 2022, a presentation was given about the current special recreation association arrangement that the Village has been in, and an alternative organization (SEASPAR) was presented as an option to provide services for the Village. After discussion, the Village Board voted to approve the resolution for the Village of Willowbrook to join the South East Association for Special Parks and Recreation (SEASPAR). After the Village Board passed the resolution, it was brought to the SEASPAR Board of Directors for approval.

On January 17th, 2023, the Board of Directors for SEASPAR unanimously voted to accept the Village of Willowbrook as a new member entity of SEASPAR. As a result, the Village Board must approve and accept the terms and conditions of the Joint Agreement for SEASPAR. This Joint Agreement is the binding document between the member entities and SEASPAR and outlines the member entities in the agreement, organization function, officers, meetings and rules of order, committees, administrative function, assessments, termination of membership, amendment, and dissolution.

This Joint Agreement needs to be approved and accepted by the Village Board to officially acknowledge the terms of the agreement and enable SEASPAR to update the document with the Village of Willowbrook as an official member.

Director Kleefisch will serve as the representative on the Board of Directors for SEASPAR and will discuss relevant topics and interests from SEASPAR with the Village Board. In addition, Director Kleefisch will be the point person for abiding by the agreement terms and articulating and communicating on matters regarding SEASPAR that may impact the Village of Willowbrook.

RECOMMENDATION:

Staff's recommendation is for the acceptance and approval of the SEASPAR Joint Agreement terms.

ACTION PROPOSED:

Adopt the Resolution.

SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION

RESOLUTION #2023-01

**A RESOLUTION OF BOARD OF DIRECTORS OF SOUTH EAST ASSOCIATION FOR
SPECIAL PARKS AND RECREATION ADMITTING THE VILLAGE OF WILLOWBROOK TO
MEMBERSHIP OF SEASPAR**

WHEREAS, the Board of Trustees of the Village of Willowbrook has passed a Resolution expressing its intent to become a participating member in the "Joint Agreement for South East Association for Special Parks And Recreation," (SEASPAR) as amended; and

WHEREAS, Par. I of the said Joint Agreement provides that other park districts and municipalities may be admitted from time to time to membership as a participant under the terms and provisions of said Joint Agreement, with such conditions as may be specified by the Board of Directors of SEASPAR; and

WHEREAS, this Board of Directors is in accord that the Village of Willowbrook become a participating entity of SEASPAR,

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF
DIRECTORS OF THE SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND
RECREATION:**

Section 1: That this Board of Directors hereby admits the Village of Willowbrook in SEASPAR, as member entity and signatory to the said Joint Agreement, effective June 1, 2024, conditioned as follows:

- A. That prior to June 1, 2024, the proper officials of said Village, and the President and Secretary of SEASPAR, shall jointly execute duplicate originals of an agreement whereby said Village is admitted as a member entity of SEASPAR and whereby said Village agrees to accept the terms of said Joint Agreement.
- B. That said Village's contribution of funds to SEASPAR's remaining 2023 fiscal year, June 1, 2024 – December 31, 2024, shall be 7/12th or 58% of approved levy rate by the SEASPAR Board to be paid in accord with Par. IV of said Joint Agreement, and that assessments thereafter be in accordance with Par. IV of said Joint Agreement.

Section 2: That this Board of Directors officially welcomes the Village of Willowbrook as a participating entity in SEASPAR.

PASSED this 17th day of January, 2023 pursuant to a roll call vote as follows:

Ayes: 11

Nays: 0

Absent: 1


Bill McAdam, President
SEASPAR

RESOLUTION NO. 23-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND
AUTHORIZING THE SUBMISSION OF A REQUEST TO BECOME A MEMBER OF
THE SOUTHEAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION
("SEASPAR")**

WHEREAS, the Southeast Association for Special Parks and Recreation ("SEASPAR") is an intergovernmental special recreation association organized under the Illinois Municipal Code and the Illinois Park District Code; and

WHEREAS, the Village of Willowbrook desires to become a member of SEASPAR; and

WHEREAS, SEASPAR has adopted a Joint Agreement which defines the terms and conditions of membership; and

WHEREAS, the Village of Willowbrook previously submitted a request to become a member of SEASPAR and, on January 17, 2023, SEASPAR accepted the Village as a new member; and

WHEREAS, the corporate authorities of the Village of Willowbrook desire to approve the SEASPAR Joint Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Recitals. The above-stated recitals are incorporated into this Section 1 as if fully set forth herein.

SECTION 2: A certain Joint Agreement for SEASPAR, a copy of which is attached hereto as Exhibit "A", be and are hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 3: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 13th day of February, 2023 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

**JOINT AGREEMENT FOR SOUTHEAST
ASSOCIATION FOR SPECIAL PARKS AND RECREATION**

**JOINT AGREEMENT
FOR
SOUTH EAST ASSOCIATION FOR SPECIAL PARKS AND RECREATION**

Articles of agreement between certain Park Districts and Municipalities duly and properly organized and operating pursuant to the provisions of "The Park District Code" and "The Illinois Municipal Code."

WHEREAS:

- A. The Park Districts and Municipalities party to this agreement (hereinafter called "Entity") desire to provide recreational programs for people with disabilities within their community and to share the expense of such programs on a cooperative basis; and
- B. Entities are authorized to enter into this agreement by Section 8-10b of the Park District Code and Sec. 11-95-14 of the Illinois Municipal Code and all laws amendatory thereof and supplementary thereto and by Article VII Section 10 of the 1970 Constitution of the State of Illinois.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Name

This organization shall be known as the South East Association for Special Parks And Recreation, hereinafter referred to as "SEASPAR" or as the "Association." The member Entities which are parties to this Agreement are as follows:

Village of Brookfield	Community Park District of LaGrange Park
Clarendon Hills Park District	Lemont Park District
Darien Park District	Lisle Park District
Downers Grove Park District	Village of Western Springs
Village of Indian Head Park	Westmont Park District
Park District of LaGrange	<u>Village of Willowbrook (effective 6/1/2024)</u>
	Woodridge Park District

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Other Park Districts and Municipalities may be admitted from time to time to membership in this Association with such conditions as specified by a two-thirds (2/3) majority of the Board of Directors of the Association.

II. PURPOSE

The purpose of this Association shall be to provide for the establishment, maintenance, and management of joint recreational programs and inclusion services for people with disabilities of all the participating park districts and municipalities. Programs and services shall also include accessibility requirements for compliance with the Americans with Disabilities Act (A.D.A.) as interpreted or amended from time to time.

III. ORGANIZATION AND FUNCTION

A. Board of Directors

The Association shall be governed by a Board of Directors which shall consist of one member appointed from each participating Entity. Each Entity may also appoint one alternate to attend meetings and participate in the meetings, but each entity will only cast one vote on each question. Each Director shall serve on the Board until his or her member community appoints another Director.

1. The Board of Directors (hereinafter called "Board") shall establish all major policies and changes of the Association and shall approve all budgets, expenditures, and master plans of the Association.
2. Regular meetings of the Board shall be held in accordance with a written schedule. Special meetings of the Board may be called by the President whenever he/she shall deem necessary, and shall be called by the Secretary at the request of any four Board members. Not less than three days written notice shall be given each Board member of the time, place, and purpose of such special meeting. Upon entering the special meeting, each Board member will sign an affidavit to indicate that he/she is in attendance at such special meeting. All meetings of the Board shall be called and conducted in accordance with the additional requirements of the *Illinois Open Meetings Act*, 5 ILCS 120/1 *et seq.*

3. A quorum for all meetings shall not be less than 51% of the designated members of the Board. Each designated member appointed by each Entity shall have one vote.
4. An affirmative vote of an absolute majority of the members of the Board present at a duly called meeting at which a quorum is present shall be required for Board action, unless otherwise herein stated.
5. An affirmative vote of two-thirds of the members of the Board shall be required for the following propositions before the same will be deemed passed:
 - a. Annual Association levy request and budget
 - b. Master plan for physical facilities
 - c. Involuntary removal
 - d. Selection of the Executive Director
 - e. Long term leases in excess of one year
 - f. Amendments to this agreement
6. The Board, within the provisions of the budget, shall be authorized to determine the number of staff and such other persons necessary to the operation of programs for the disabled which are conducted by the Association.
7. The Board may request that each Entity provide recreation facility space. A member shall attempt to make its recreational areas, equipment, and transportation facilities available to SEASPAR on a no-charge cooperative basis, taking into account the needs, demands and prior programming of both the Member and SEASPAR. Charges may be made when SEASPAR's use of facilities causes extraordinary expense to the member: e.g., property damage, additional staff cost, or facility rental. Revenue producing facility space may be provided to SEASPAR on a no cost or reduced cost basis, as determined cooperatively between each member and SEASPAR. Likewise, SEASPAR will attempt to provide its facility space and vehicles for use by members to further their services, taking into account the needs, demands and programming schedules of SEASPAR.

8. The Board shall approve all contracts and leases that are entered into by the Association which involve expenditures exceeding the statutory limit. Approval of all contracts shall be in accordance with State statutes applicable to the member Entities. Other contracts and leases below the statutory limit can be entered into by the Executive Director as long as the amount of the annual expenditure is within the line item budget and does not obligate the Association beyond that which has been authorized and/or approved by the Board.
9. No Board member shall be authorized to create any financial liability on behalf of the Board unless it shall first be approved by the Board.

B. Officers

The Board shall elect annually from its membership a President, Vice President, and Secretary to serve for a period of one year, or until such time as the successor is duly elected.

1. The President shall be the executive officer of the Board. It shall be the President's duty to preside at all meetings when present; to sign papers authorized by the Board; to see that all resolutions of the Board are enforced, and that all orders of the Board are faithfully executed; and to exercise general supervision of all appointed officers and employees, and over the business and property of the Association, all subject, however, to the direction, ratification, and approval of the Board members.
2. The Vice President, in the absence of the President, or in the event of the President's refusal or inability to act, shall be vested with the powers and perform the duties of the President.
3. The Secretary shall have the custody of all books and papers pertaining to the office, shall attest to all instruments requiring such action when authorized by resolution or vote of the Board, and shall cause all resolutions and other actions requiring publication to be duly published. The Secretary shall attend all meetings of the Board and keep a full and true record of its proceedings. A recording secretary may be appointed by the President to assist the Secretary.

4. The Treasurer shall be appointed by the President with the approval of the majority of the Board. The treasurer shall oversee the financial practices of the Association and attend all Board meetings.
5. Additional Duties of Officers – In addition to the duties hereinbefore specified, each officer shall perform such other duties as may be required by law or by the resolutions of the Board.
6. Elections and Appointments of Officers – All officers shall be chosen by the Board members at the annual meeting hereinafter provided for, and at such other times as a vacancy occurs. Vacancies may be filled at any regular or special meeting of the Board, and in case of the temporary absence or inability of any officer to act as such, the Board may fill his/her office pro tempore.

C. Meetings and Rules of Order

1. Annual Meeting – The annual meeting of the SEASPAR Board shall be held in conjunction with the regular Board meeting in January each year.
2. Place of Meetings – The meetings of the Board shall be held at such place as may from time to time be determined by the Board.
3. Order of Business – The order of business at all meetings of the Board shall be as follows: Call to Order, Roll Call, Open Forum and Correspondence, Consent Agenda (including minutes of past meetings, financial reports, and payment of bills), Recreation Report, Director's Report, Unfinished Business, New Business, and Adjournment.
4. Ordinances and reports to be in Writing – All ordinances and resolutions shall be in writing; orders and reports shall be entered upon the journal of the proceedings.
5. Vote – Manner of – The yeas and nays shall be taken by roll call for the passage of all propositions to create any liability or for the expenditure or appropriation of money, and in all cases at the request of any Board member, and shall be entered upon the journal of the proceedings.
6. Roll Call and Veto – Upon taking the roll call to vote on a question before the Board, the Recording Secretary shall call the names of the Board

members commencing with the member who made the motion and continuing from that point as the President chooses for them to be called. Roll call taken for attendance purposes shall be called by alphabetical order of the respective member Entities. There shall be no power of veto in the President of the Board, but said President shall be entitled to vote on all questions before the Board.

7. Rules of Order – The President shall decide all questions of order, and in cases where the rules are not applicable the Board shall be governed according to Robert's Rules of Order.
8. Addressing the Meeting – Members of the Board discussing a question shall address the President and no member shall be deemed to have the floor until recognized by the President.
9. Reconsideration of Votes – No vote of the Board shall be reconsidered or rescinded at a special meeting unless at such special meeting there shall be present as many Board members as when such vote was taken.

D. Committees

The President may appoint committees and task forces from time to time as deemed desirable by the President.

E. Administrative Functions

1. The Board of Directors may, at its discretion, designate a member Entity which consents to such designation to act as administrative agency for SEASPAR, or may enter into written agreements with one or more member Entities as necessary or useful to carry out certain administrative functions of the Association, such as health benefits.
2. If no member Entity is designated to act as administrative agency, SEASPAR, through its Executive Director, shall be responsible to carry out administrative functions of the Association.
3. An annual independent audit of SEASPAR shall be prepared and submitted to each member Entity.
4. The fiscal year of the Association shall be January 1 – December 31.

F. The Executive Director

1. SEASPAR shall be managed by its Executive Director in accordance with the Articles of Agreement and all duly adopted policies of the SEASPAR Board. The Director may exercise all powers of the Association as directed by the SEASPAR Board, and do all such lawful acts and things as are not prohibited by statute, acting in the best interest of SEASPAR.
2. The Director shall be selected by a 2/3 majority vote of the SEASPAR Board and shall be directly responsible to the Board.
3. The scope and the limits of the Director's duties, responsibilities, and authority with respect to all agency operations, shall be defined by the Board and established Board policies and designated in the Executive Director's job description.

G. Illinois Municipal Retirement Fund

1. SEASPAR shall be subject to Article 5 of the Pension Code, and all eligible employees and officials shall be entitled to participate in the Illinois Municipal Retirement Fund effective June 1, 2010.

IV. ASSESSMENTS

Each member Entity shall be liable for and pay to the Association an annual amount of the total cost of operating the Association, based on the following formula: The total assessed valuation of each member Entity shall be added together to determine the total assessed valuation for the Association, using for this purpose the current assessed valuation. The total amount to be raised by taxation shall be divided by the total assessed valuation calculated to yield an estimated rate. This rate shall be applied to the assessed valuation of each Entity separately to determine the amount of money to be contributed by each Entity, not to exceed the statutory limit. All monies will be held in a separate fund and accounted for to the Association.

Each member Entity shall submit payment within ten days after each tax disbursement for the Entity's share of operating the Association.

In the event a member does not levy taxes to pay their assessment, the payment schedule is one-half the amount due in the first month of the Association's fiscal year and the second half due in the seventh month of the Association's fiscal year.

Assessments shall be calculated and certified to member entities by November 1 of each year or as approved by the majority of the SEASPAR Board.

V. TERMINATION OF MEMBERSHIP

A. Voluntary Withdrawal

A member Entity may withdraw from SEASPAR by sending a "Notification of Intent to Withdraw." Such notice shall be deemed delivered to the Association if personally delivered to the Executive Director of the Association or mailed by U.S. registered mail, return-receipt requested, to the offices of the Association in a properly stamped and addressed envelope. Such mail delivery shall be deemed received by the Association on the second day after deposit of the same in a proper U.S. Mail receptacle. Such notice must be received on or before first day of May~~September~~, 20 months prior to the effective date. The effective withdrawal date shall be the final day (December~~May~~ 31) of the following fiscal year.

Any liability of that member Entity shall cease at the effective withdrawal date, except for long term debt incurred prior to the date of Notification of Intent to Withdraw and as yet unpaid.

Participants from the withdrawing entity may continue in programs at the resident rate for the remainder of the season in which the final termination date occurs.

B. Involuntary Removal

If any member Entity continues to refuse to provide use of facilities for the Association, or fails to make any payments as and when provided by Article IV of

this Association, or breaks any provision of the Agreement, such offending Entity may be removed from membership in the Association and under this Agreement, as follows:

1. Upon approval of the majority of the Board, a written notice shall be forwarded to the offending Entity specifying in detail the items which the Board deems sufficient cause to justify removal of such offending Entity from the Association.
2. The notification shall specify the period of time in which such items are to be corrected or appropriate corrective steps are to be taken.
3. Should the offending Entity fail to take steps to the satisfaction of the Board within a time period established by the Board – as is a reasonable period of time in which such items are to be corrected or appropriate corrective steps are taken. The Board shall schedule a hearing at its next regular meeting to determine whether the member should be removed.
4. At least ten days written notice of the time and place of such hearing shall be given to the offending Entity, by certified mail, addressed to such Entity's main office and the residence address of its presiding officer.
5. The offending Entity shall be permitted to appear and to submit reasons why it should not be removed from membership.
6. A two-thirds vote of the Board membership shall be required to terminate the membership of an Entity. This vote must be ratified by a two-thirds vote of Member Entities.
7. Removal from membership hereunder shall not relieve the offending Entity of obligations incurred during participation and such removal shall become effective as provided in the resolution of expulsion.
8. Participants from the terminated Entity may continue in programs at the resident rate for the remainder of the season in which the final termination date occurs.

C. Forfeiture of Assets Upon Withdrawal

Upon withdrawal of a member Entity from the Association and Joint Agreement, whether voluntary or involuntary in nature, all claim or interest of such withdrawing member Entity to the assets of the Association shall be wholly forfeited to the Association.

VI. AMENDMENT

This Agreement may be amended by the adoption of a Resolution approving any proposed amendment(s) ratified by two-thirds of the governing bodies of the Member Entities after approval of such proposed amendment by a vote of two-thirds of the membership of the Board. An Amendment may not be initiated and voted upon at the same meeting.

EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement is a continuation of the initial Joint Agreement first entered into by the initial member park districts in 1976 and extended thereafter for successive three-year terms to May 31, 1988. From and after May 31, 1988, this Joint Agreement shall automatically be in force so long as at least two of the member Entities shall continue as members of such Agreement, and no action by member Entities to renew or extend this Agreement shall be required to effect its continuation.

VII. DISSOLUTION

In the event of the Board of Directors acting under this Joint Agreement shall unanimously vote to dissolve the Association, the assets of the Association shall be distributed to some other entity operating and organized under applicable Illinois law that provides similar service as this Association or, alternatively, such assets may be divided between the member entities in accordance with an equitable formula as determined by a 2/3 vote of the Board of Directors. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of the Association shall be first paid, satisfied, and discharged, or adequate provision otherwise made therefor.

January November 20230