

DOWNERS GROVE SANITARY DISTRICT
EMPLOYEE POLICY MANUAL

DATE OF APPROVAL BY BOARD
OF TRUSTEES: December ~~18~~17, 201~~8~~9

Last Revision Date: December ~~18~~17, 201~~8~~9

EMPLOYEE RECEIPT OF MANUAL

I, _____, do hereby acknowledge receipt of the following documents:

- ~~Employee Policy Manual (with a last revision date of December 17, 2018);~~
- ~~Intellectual Property Agreement;~~
- Ordinance (regarding the indemnification of District employees);
- Ethics Ordinance No. 13-01;
- Drug and Alcohol Policy; and
- Ordinance No. ORD 16-03: Travel Expense Reimbursement Policy.

I realize it is my responsibility to read and become familiar with these documents and their contents.

I understand that the Employee Policy Manual is not intended to provide any assurance of continued employment and should in no way be construed as an employment contract. I further understand that my employment with the District is and remains at all times at will, which means the employment relationship may be terminated by the District or by me at any time and for any reason.

I also acknowledge that the District reserves the right to amend, change, or cancel any policy described in the Employee Policy Manual at any time at the District's sole discretion with or without prior notice to employees, except for the policy of at-will employment. No one other than the General Manager has the authority to enter into any agreement contrary to the foregoing, and any such agreement must be in writing and signed by the General Manager and me. No one has the authority to make any oral statements of any kind at any time that are legally binding on the District regarding any terms and conditions of my employment.

Signature

Date

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HISTORY AND ORGANIZATION

The Downers Grove Sanitary District is a unit of local government providing wastewater collection and treatment services for portions of the Villages of Downers Grove, Westmont, Oak Brook, Woodridge and Lisle and the City of Darien, and adjacent unincorporated areas. The District was organized in 1921, under the 1917 Sanitary District Act, and formation of the District was approved by voter referendum. The District presently serves a population of approximately 65,000.

The Sanitary District collection system consists of approximately 240 miles of sanitary sewer lines in an area of approximately 20 square miles. The Wastewater Treatment Center provides a three-stage treatment process and is designed to treat 11.0 million gallons per day of wastewater. The Wastewater Treatment Center operates under a National Pollutant Discharge Elimination System (NPDES) permit issued by the Illinois Environmental Protection Agency. The treated wastewater (effluent) must meet stringent Federal and State standards.

The District is governed by a three member Board of Trustees who are appointed by the DuPage County Board Chairman with the advice and consent of the DuPage County Board. The Trustees serve as policymakers. The regular Board appoints a three member Board of Local Improvements on an annual basis. This Board of Local Improvements reviews requests for service. The daily operations of the District are headed by the General Manager. The attached chart outlines the District's present organization and lines of authority, for your information.

Section 1

EMPLOYMENT-AT-WILL POLICY

The District seeks to employ individuals who will work together as a team on an ongoing basis. However, District employees are and remain at all times “at will employees,” which means both the employee and the District have the right to terminate the employment relationship at any time, for any reason or no reason, with or without notice. At-will employment also means that the District may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties and location of work at any time, with or without cause or advance notice. No one other than the General Manager has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing, and any such agreement by the General Manager must be in writing and signed by the General Manager. Nothing said or done by any District employee or stated in District policies should be considered or construed as a contract (express or implied) or guarantee of employment or compensation, or guarantee of employment in a particular position with the District. Furthermore, although the District has established certain policies and practices regarding employee conduct, the District maintains complete discretion in addressing employee performance and behavior and these policies in no way alter the employment-at-will relationship between the employee and the District.

APPLICABILITY OF MANUAL

This manual applies to all District employees.

DEFINITIONS

Terms and phrases as used in this policy manual are defined as follows:

1. "Sanitary District" or "District" means the Downers Grove Sanitary District.
2. "Board of Trustees" means the Board of Trustees of the Downers Grove Sanitary District.
3. "General Manager" means the General Manager, or Acting General Manager, in the absence of the General Manager.
4. "District office" or "Office" means the Administration Center located at 2710 Curtiss Street, Downers Grove.
5. "Wastewater Treatment Center", "WWTC" or "Treatment Center" means the Wastewater Treatment Center located at Walnut and Railroad Avenues, Downers Grove.
6. "Exempt salaried employees" means an employee who is entitled to receive a fixed amount per pay period for service and who is employed by the District in an executive,

administrative, professional or other capacity which is considered exempt for purposes of overtime under applicable wage and hour laws.

7. "Nonexempt hourly employee" means an employee who is paid a fixed wage per hour for service and who is eligible for overtime compensation pursuant to applicable wage and hour laws.
8. "Full-time employee" means an employee in an established position requiring forty (40) hours or more per week. Full-time employees are eligible for participation in benefit programs as more fully presented in this manual.
9. "Part-time employee" means an employee in an established position requiring less than forty (40) hours per week. Part-time employees are not eligible for participation in benefit programs unless such benefit specifically includes eligibility for part-time employees.
10. "Short term employee" means an employee who has been hired to work during a specified period of time which is less than two (2) consecutive calendar quarters during the calendar year. Short term employees are not guaranteed rehire and must reapply for employment each season. Short-term employees are not eligible for participation in benefit programs unless such benefit specifically includes eligibility for short-term employees.

Section 2

EMPLOYEE BENEFITS

The District offers many employee benefits which are discussed in the following section. These benefits add significantly to an employee's compensation and constitute substantial costs for the District. Benefits help provide for an employee's well-being in the forms of wage protection, health insurance, retirement, and many other advantages.

TIME OFF BENEFITS

2.1 Holidays

All full-time employees will receive time off and be paid eight (8) hours for the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Christmas Eve Day and New Year's Eve Day will be observed as holidays if they fall on Monday, Tuesday, Wednesday, or Thursday.

Holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday. An unexcused absence the day before or the day after the holiday voids holiday pay.

2.2 Personal Leave

All full-time employees will receive time off and be paid eight (8) hours each for two (2) personal leave days per year. New employees will receive a prorated portion of personal leave days, based on their start date, during their first calendar year of employment.

Personal leave days must be arranged with and approved by the employee's supervisor in advance to provide minimum disruption to the work of the District. Personal leave days cannot be accumulated year-to-year and must be taken each calendar year or they are lost. Employees will not receive payment in lieu of personal days.

2.3 Vacations

Newly hired full-time employees shall be awarded five days (40 hours) of paid vacation after six months of employment to be taken by the end (December 31) of the employee's first full calendar year of employment. Also, on the employee's one year anniversary, the employee shall be awarded up to an additional five days (40 hours) of paid vacation prorated based on their start date to be taken by the end (December 31) of the employee's first full calendar year of employment. Thereafter, all full-time employees will earn vacation time according to the following schedule:

**Level of Eligibility -
Continuous Years of Service
as of January 1***

Vacation Days Earned Per Year

12 months but less than 3 years	80 hours vacation of which 40 hours should be taken in one workweek
3 years but less than 5 years	104 hours vacation of which 40 hours should be taken in one workweek
5 years but less than 7 years	120 hours vacation of which 80 hours should be taken in two workweeks
7 years but less than 10 years	144 hours vacation of which 80 hours should be taken in two workweeks
10 years but less than 15 years	176 hours vacation of which 120 hours should be taken in three workweeks
15 years of service or more	200 hours vacation of which 120 hours should be taken in three workweeks

* A pro-rated portion of the increase in earned vacation days will be granted to an employee during the calendar year that a new level of eligibility will be reached.

Vacation time accrues as of January 1 for any vacation that may be taken in that same calendar year. An employee must be employed as of January 1 to be entitled to any vacation for that year.

Employees may not receive payment in lieu of vacation time and vacation time may not be accumulated year-to-year or carried over, except as provided herein. Vacation time not used during the year will be lost. The General Manager may authorize the payment of the employee's vacation pay at the employee's base hourly wage if the employee is prevented from taking vacation due to a District emergency, or may allow the carryover of the vacation time to the next calendar year.

Vacation shall be arranged with and approved by the employee's supervisor and the General Manager to provide minimum disruption to the work of the District. The request date shall determine the choice of vacation time in case of conflict. No vacation time may be scheduled during the week before the District's annual open house, which is usually held the first Saturday in October.

Vacation time will be paid based on the number of hours the employee is scheduled to work.

For employees hired prior to January 1, 2012, at separation from employment with the District, an employee will receive payment for unused vacation time as follows:

1. An employee who provides at least six (6) months' notice of retirement or resignation, and who has at least thirty (30) years of service and 1,040 hours of accumulated sick leave on the retirement or resignation announcement date, may carry over his or her unused vacation time from the announcement year into the year that the employee retires or resigns. The employee may elect to receive payment for up to 400 hours of unused vacation time spread equally over the last six months of employment. Such use of vacation time will not count as time worked for overtime purposes. All other unused vacation time must be used by the employee prior to retirement or resignation in accordance with this policy.
2. An employee who provides at least six (6) months' notice of retirement or resignation, and who has at least twenty (20) years of service and 1,040 hours of accumulated sick leave on the retirement or resignation announcement date, may carry over up to 100 hours of his or her unused vacation time from the announcement year into the year that the employee retires or resigns. The employee may elect to receive payment for up to 300 hours of unused vacation time spread equally over the last six months of employment. Such use of vacation time will not count as time worked for overtime purposes. All other unused vacation time must be used by the employee prior to retirement or resignation in accordance with this policy.
3. An employee who provides at least six (6) months' notice of retirement or resignation, and who has at least ten (10) years of service and 520 hours of accumulated sick leave on the retirement or resignation announcement date, may carry over his or her unused vacation time from the announcement year into the year that the employee retires or resigns. The employee may elect to receive payment for up to 200 hours of unused vacation time spread equally over the last six months of employment. Such use of vacation time will not count as time worked for overtime purposes. All other unused vacation time must be used by the employee prior to retirement or resignation in accordance with this policy.
4. A retiring or resigning employee who does not meet the criteria contained in paragraphs 1, 2 or 3 above or any terminated employee shall receive payment for any unused vacation time on the employee's final paycheck.

2.4 Sick Leave

All full time employees shall earn sick leave at the rate of eight (8) hours for each full calendar month of service from date of employment. New employees will earn eight (8) hours of sick leave for their first calendar month of employment if their start date is the 1st through the 15th of that month. The maximum sick leave accrual for an employee in a calendar year period shall not exceed ninety-six (96) hours. Sick leave may be used for the following reasons:

1. Personal illness or injury.
2. Personal medical, dental or vision appointments for the employee which cannot be scheduled before or after working hours,
3. Supplement workers compensation payments. In no case are the combined benefits to exceed 100 percent of the employee's base wage.
4. Illness, injury or medical, dental or vision appointments for the following individuals related to the employee: child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent (collectively defined as "eligible family member"). This reason may not be used by the employee for a total of more than forty-eight (48) hours in a calendar year period.

At the end of each calendar year, an employee may not have an accumulated sick leave balance in excess of 1,040 hours. Any sick leave hours in excess of 1,040 hours will be lost. For any employee who has an accumulated sick leave balance greater than 1040 hours as of March 18, 1992, the maximum accumulation shall be the sick leave balance on March 18, 1992. At the end of each calendar year, any sick leave hours in excess of the March 18, 1992 balance will be lost.

Sick leave will be paid based on the number of hours the employee was scheduled to work.

In order to receive sick leave pay for an absence from work due to either a personal illness or injury or the illness or injury of an eligible family member, the following notification procedure must be followed:

1. The employee must call every day he/she or the eligible family member is sick in accordance with the rules outlined below (unless the employee has tendered a medical note or other documentation excusing him/her from work for a defined period of leave).
2. The employee must call his/her immediate supervisor and notify him/her that the employee will not be reporting to work. The employee must specify whether the absence is due to their own personal illness or injury or if it is the illness or injury of an eligible family member. Employees unable to reach their supervisor must notify

any other supervisor. If none of these individuals are available, the employee must notify the General Manager. If the General Manager is not available, the employee must leave a message at the District office (not with the answering service) and the employee will receive a call back from the appropriate individual.

3. The employee must call in within one (1) hour after the employee's scheduled starting time.
4. If an employee calls in and leaves a message with a fellow employee or with the answering service and does not follow the call-in procedure outlined above, the employee will not receive sick pay for the absence.

Any employee returning to work after more than three (3) consecutive days of sick leave must furnish to his/her supervisor a release to return to work from a duly licensed physician.

If deemed necessary, the General Manager, at his discretion, may require any employee claiming the benefit of sick leave pay for their own personal illness, injury or medical, dental or vision appointments to submit written proof of eligibility for sick leave, signed by a licensed physician. In addition, the General Manager may further employ such physician or obtain such further medical proof of eligibility for sick leave as in his discretion may be advisable to establish the nature and extent of such eligibility for sick leave to the satisfaction of the General Manager, such further medical proof to be obtained at the expense of the District.

Sick leave is intended as wage protection for an employee in the event of serious illness or injury. It is not a "personal leave" or "free" day. Sick leave cannot be used to extend vacation periods or holidays. Sick leave is a privilege, not a right, and abuse of sick leave or time off in excess of the time allowed under this policy may result in disciplinary action including termination of employment.

2.5 Bereavement Leave

Full time employees will be granted up to sixteen (16) hours off without loss of pay in the event of a death of an immediate family member. Immediate family member is defined as spouse, children, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in law, or brother-in-law. In the event of a death of an immediate family member, additional leave may be granted at the discretion of the supervisor; the supervisor may allow up to an additional five days (40 hours) of time off, which will be charged to unused sick leave, and if further leave is needed, may grant additional time off that would be charged to unused personal leave or vacation leave or allowed as unpaid leave. Time off for the death of a non-immediate family member may be granted at the supervisor's discretion, in which case, the employee may take personal leave or vacation leave if available, in lieu of unpaid leave.

2.6 Jury Duty

All employees called for jury duty or as a witness on behalf of a federal, state, or local government will be granted the necessary time off in accordance with applicable law. A copy of the summons or subpoena must be presented to the employee's supervisor the next working day after it is received. Full-time employees on jury or witness duty will receive the difference between the jury duty pay and the amount of the employee's regular base wages. Payment will be based on the number of hours the employee is scheduled to work during the time called to service and the number of hours the employee must be absent for such service.

In order to become eligible for payment, the employee is required to furnish evidence to his/her supervisor substantiating the amount of compensation received for service as a juror.

2.7 Employee Military Leave

Employees will be granted leave and benefits for military service, re-employment, and payment for leave in accordance with applicable state and federal law. Please contact the Administrative [Supervisor Services Director](#) for details.

2.8 Family Military Leave

Employees who wish to visit with a spouse or child who has been called into military service shall be granted leave and benefits in accordance with applicable state and federal law. Please contact the Administrative [Supervisor Services Director](#) for details.

2.9 Victims' Economic Security and Safety Act

You may take unpaid leave under the Victims' Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic violence, sexual assault, or stalking. You may take this leave to seek services for a victim of domestic or sexual violence if the victim is: 1) you, 2) a covered family member (spouse, civil union partner, child, or parent) or 3) a household member (who is currently residing with you). You may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or physically disabled and incapable of self-care. You are eligible to take up to 8 weeks of unpaid VESSA leave within a rolling 12-month period and be restored to the same or an equivalent position upon your return from leave.

You may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the domestic or sexual violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to increase the safety of the victim from future domestic or sexual violence or ensure economic security, or (5) to seek legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any legal proceeding related to or

resulting from domestic or sexual violence. If you misrepresent facts in order to be granted a VESSA leave, you will be subject to immediate termination.

You must give the District at least 48 hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If you are unable to provide advance notice, you must provide notice when you are able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of domestic or sexual violence, and (3) the leave is to seek assistance for a purpose covered by the Act. The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic or sexual violence or the effects of the violence, (b) a police or court record, or (c) other corroborating evidence.

It is the employee's responsibility to ensure that the District receives the proper certification. If the District does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences will be treated according to the District's attendance standards.

You may be required to contact your supervisor on a regular basis regarding the status of your leave and your intention to return to work.

VESSA leave is unpaid leave. You may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for you, because you are temporarily disabled due to domestic or sexual violence, you may use any accrued sick time for that portion of the leave. You may use accrued vacation or other personal time for any of the purposes allowed under the Act. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

During an approved VESSA leave, the District will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid leave, the District will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if you fail to make timely payments of your share of the premiums. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the

District for maintaining coverage during your unpaid leave, unless you cannot return to work because of the continuance, onset or recurrence of domestic or sexual violence, or other circumstances beyond your control. If that is the case, you will be required to produce written certification to confirm the circumstances beyond your control. Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. You will remain entitled to all of your benefits which accrued prior to your leave, however.

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). If leave is unpaid, the District will reduce your salary based on the amount of time actually worked.

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the Family and Medical Leave Act (“FMLA”), will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved VESSA leave in order to be reinstated to your position or an equivalent position. If you take leave because of your own medical condition, you are required to provide medical certification that you are fit to resume work, according to the District’s usual policies.

The District will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic or sexual violence, unless the accommodation would cause the District an undue hardship. If you are an otherwise qualified individual who can perform the essential functions of your job, but need such an accommodation, the District may provide an adjustment to the job structure, workplace facility, work requirements, or your telephone number, seating assignment, or physical security of your work area in response to a need covered by VESSA. The District will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the Administrative Supervisor ~~Services Director~~.

2.10 Disability Leave

An employee who is absent from work for more than thirty (30) consecutive calendar days for medical reasons shall be considered on disability leave and the following provisions shall apply:

1. For an employee on disability leave who is receiving pay from the District in the form of sick or vacation pay - the paid time off benefits of holiday, sick, and vacation pay shall continue to accrue.
2. For an employee on disability leave who is not receiving sick or vacation pay from the District - the paid time off benefits of holiday, sick, and vacation pay shall not accrue.
3. Group health insurance will be continued while the employee is receiving paid time off from the District. Group health insurance will be continued beyond the date the employee stops receiving paid time off at the rate of one month of continuation of group health insurance for each full or partial year of service calculated on the first day of the disability leave. However, the maximum continuation of health insurance shall not exceed twelve (12) months.

Disability leave shall terminate when the earlier of the following occurs:

1. The employee is released to return to work. If the employee does not report to work on the first work day for which he/she was released, the employee will be subject to discharge.
2. The employee receives permanent work restrictions from a health care provider that prohibits the employee from performing the essential functions of the job and the District is unable to accommodate the permanent restrictions in another position. In the event an employee receives permanent restrictions from a health care provider, the District will review those restrictions in accordance with the applicable law and the District's reasonable accommodation policy. If the employee is unable to perform the essential functions of the job and cannot be accommodated by the District in another position, the employee may be subject to termination.
3. The employee's group health insurance is discontinued under paragraph three above. If the employee is unable to return to work at that time and is not granted unpaid leave under Section 2.12 below or additional time off under the reasonable accommodation policy, the employee may be terminated from employment with the District.
4. The District reserves the right to terminate disability leave at any point if the employee fails to submit sufficient medical certification, as determined in the sole discretion of the District, to verify the need for disability leave. Absences that are not deemed sufficiently verified by medical certification by the District will be treated as unexcused absences and subject to discipline up to and including termination under the District's absenteeism guidelines.

The above reflects the District's general guidelines. Exceptions will be made as required by law on a case-by-case basis. Employees may request exceptions or

accommodations under the provisions set forth in the District's reasonable accommodation policy.

The District will attempt to provide employment for an employee returning from a disability leave. However, to the fullest extent allowed by applicable law, the District's need to fill a position may override its ability to hold a position open until an employee returns from leave. Therefore, the District cannot guarantee that it will be able to return the employee to any position upon the expiration of a leave. Moreover, if a position offered to the employee upon return to work is not the same position held by the employee at the time the disability began, the wage and job description for the position being offered shall apply.

2.11 Reasonable Accommodation

The District provides reasonable accommodation(s) to qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. If an applicant or employee thinks he or she may need reasonable accommodation, the employee should notify the Administrative Supervisor ~~Services Director~~, in writing if possible, of his or her work limitations, and the suggested accommodations needed to perform the job. The District will work with the affected employee/applicant to identify appropriate and reasonable accommodations, if any. A suggested accommodation that imposes an undue hardship upon the District is not a reasonable accommodation. Consistent with applicable law, the District may request medical documents to verify the need for an accommodation, identify potential reasonable accommodations, and/or determine whether continued work would pose a safety or health risk.

2.12 Leave of Absence Without Pay

A full-time employee may be granted a general leave of absence without pay for a period not to exceed ninety (90) calendar days only in an emergency situation and only if the leave will not have a deleterious effect on the operations of the District. The leave of absence without pay will only be granted after other applicable leave has been exhausted. Benefits will not accumulate or be paid during the leave of absence. A leave of less than thirty (30) days will have no effect on the employee's anniversary date; if a leave is longer than thirty (30) days, the anniversary date will move ahead the number of days of the leave of absence. Group insurance benefits will be continued only for the first thirty (30) days of the leave.

A leave of absence without pay must be requested in writing and shall be solely at the discretion of the General Manager. Employees who take an authorized leave of absence without pay may receive IMRF creditable service provided the employee pays the IMRF member contributions plus interest, and the District adopts an authorizing resolution. An employee desiring to receive such IMRF creditable service may obtain further information from IMRF or the District office.

2.13 Pregnancy Accommodation

The District prohibits discrimination against pregnant workers, workers who have given birth, or have any medical or common conditions related to pregnancy or childbirth.

Under Illinois law, if you are pregnant, have given birth or have any medical or common conditions related to pregnancy or childbirth, you may be eligible for a reasonable accommodation to perform the essential functions of your job, and to enable you to enjoy benefits and privileges of employment equal to those enjoyed by non-pregnant employees.

A reasonable accommodation will be provided in cases where the accommodation would not create an undue hardship. Reasonable accommodations may include an unpaid leave of absence, either continuously or on an intermittent or reduced schedule basis. Other reasonable accommodations may include a transfer to a less strenuous or hazardous position, assistance with lifting, more frequent restroom breaks and rest breaks, where such accommodation is medically advisable because of pregnancy, childbirth, or any medical or common condition related to pregnancy or childbirth and can be reasonably accommodated without creating an undue hardship.

A request for reasonable accommodation must be supported by the written certification of your health care provider. The medical certification should be submitted to the Administrative Supervisor ~~Services Director~~. All medical information received will be treated as confidential in accordance with District policy and any applicable laws.

Failure to submit requested medical documentation may affect the District's decision to grant or deny the requested accommodation.

For further information, see the Notice Posted or contact the Administrative Supervisor ~~Services Director~~.

Upon request, the District will provide a reasonable ~~paid~~ amount of break time to accommodate an employee's need to express breastmilk for their nursing infant child, for up to one year following the child's birth. The requested time, if possible, should be taken concurrently with the other scheduled or provided break periods. Employees will be paid for any additional amount of reasonable break time needed to express breastmilk, unless doing so would cause the District undue hardship, in accordance with applicable law. ~~shall be provided to employees as specified in the Nursing Mothers in the Workplace Act (820 ILCS 260).~~

2.14 Unpaid Leave

In addition to the District-provided paid time off benefits listed above, employees may be entitled to take additional unpaid time off for routine purposes, such as personal or

family needs, or for non-extended illness or disability. Such unpaid time off must be arranged with and approved by the employee's supervisor in advance, and should be taken in a manner that provides minimal disruption to the work of the District. For absences related to short-term or long-term disability, family medical leave, maternity or parental leave, or for other absences covered under the District's policies, please consult the applicable policy.

INSURANCE, RETIREMENT, AND OTHER BENEFITS

Additional information for the following benefits is available from the District's Administration Center. This additional information may include summary plan descriptions which explain coverage in greater detail. The actual plan documents are the final authorities in all matters relative to the benefits as described in this manual or in the summary plan descriptions and will govern in the event of any conflict. The District reserves the right to change or eliminate benefits at any time in accordance with applicable law.

2.1415 Group Insurance

Full-time employees will be enrolled in a group insurance plan after thirty days of employment. The District may elect to offer one or more plan options. The cost of coverage for the employee and eligible dependents for one or more of the plan options may require an employee premium contribution. Such employee premium contribution, if required, shall be withheld from the employee's pay on a delay of three pay periods. In the event of the employee's termination, all outstanding employee premium contribution amounts shall be reimbursed to the District in full. The plan includes medical, hospitalization, prescription drug, dental and vision coverage, and life insurance coverage on the employee. In addition to premium amounts paid by the District on behalf of the employee, the District may also elect to provide an employer contribution toward employee health care expenses. In addition to premium amounts paid by the District on behalf of the employee, the District may also elect to establish a Health Reimbursement Account for the purpose of reimbursing employees for eligible health expenses and/or a portion of employee/spouse/dependent premiums incurred by those individuals being covered by a non-District plan. For group insurance administration, employees are required to notify their supervisor promptly when any change in eligible dependent status occurs including, but not limited to, marriage, divorce, birth or adoption of a child, or other occurrence which may affect eligibility for group insurance coverage. Failure to promptly report changes in status may result in termination of coverage, reimbursement to the District of premiums paid on behalf of the employee, reduction in benefits, or reimbursement to the group insurance provider for benefits paid due to the failure to report changes in status.

2.1516 Illinois Municipal Retirement Fund (IMRF)

All employees whose position requires them to work 1000 hours or more per year, shall be enrolled in the Illinois Municipal Retirement Fund pension coverage plan, according to the rules and regulations of the Fund. IMRF provides for the payment of retirement,

disability and death benefits to employees of local governments in Illinois. The plan requires the contribution of the employee and the District.

2.1617 Social Security

All employees are covered by the Federal Social Security Act. Social Security provides retirement, disability, and death benefits and requires the contributions of the employee and the District.

2.1718 Deferred Compensation Plan

Full time employees have the option of participating in the District's deferred compensation plan. This is a tax sheltered savings plan allowed under Section 457 of the Internal Revenue Code. Under the plan, the employee can defer income taxes on a portion of his/her wages until the employee withdraws the funds at retirement or for certain specified emergencies.

2.1819 Flexible Benefits Plan

Full time and part-time employees have the option of participating in the District's flexible benefits plan. This plan allows the employee to direct, through payroll deduction, a portion of before-tax compensation from the District for various health care expenses and/or dependent care expenses and/or any medical insurance premium contributions. In the event the District provides an employer contribution toward employee health care expenses through the flexible benefits plan, such amount shall not be used for medical insurance premium contributions. The amount directed into the account is not subject to federal and state income taxes, social security or IMRF, but benefits not claimed for reimbursement are forfeited.

2.1920 Voluntary Life Insurance

Employees enrolled in IMRF may purchase additional life insurance providing benefits in the event of death of the employee or eligible dependents. This additional life insurance is purchased through payroll deduction.

2.2021 Credit Union

Full time employees have the option of joining a credit union. Payments to the credit union for savings, loans, etc. may be made through payroll deduction.

2.2122 Educational Assistance

The District may assist full-time employees who wish to improve their educational qualifications in courses directly related to their employment at the District. The employee's supervisor and the General Manager will review courses for possible assistance. All such approvals for assistance will be solely at the discretion of the General Manager and subject to availability of District funds. Tuition and costs of required textbooks, laboratory fees and required equipment for approved courses will either be paid directly to the supplier or reimbursed to the employee, when the employee completes and signs an Agreement for Educational Benefits. The employee must repay the District for all fees received from the District or paid by the District on behalf of the employee in the following events: 1) employee does not complete the subject course with a grade of "C" or better, or 2) employment with District terminates for any reason prior to completion of the subject course, or 3) employee fails to complete correspondence course by the agreed upon date.

The District may provide in-service training to increase the employee's ability to perform his job. It is the employee's responsibility to take advantage of this training as well as other means of self-development which may be made available.

2.2223 Professional Conferences, Meetings and Expenses incurred by other Official Business

The District may request full-time employees to attend a professional conference, meetings related to the operation of the District or other business conducted to fulfill the authorized duties and responsibilities of an individual's position as approved by the General Manager. The District will pay for registration fees, and will reimburse lodging, meals, and transportation to these events in accordance with the District's established Travel Expense Reimbursement Policy. In all cases, receipts will be required in support of all costs requested for reimbursement and discretionary costs such as meals, lodging and miscellaneous expenses shall be reviewed for reasonableness and reimbursed accordingly. Employees attending such events must conduct themselves in a responsible, professional manner.

2.2324 Automobile Allowance

If a personal vehicle is used for District business when the District cannot provide a vehicle, mileage allowance will be paid at a rate as established by the Internal Revenue Service.

2.2425 Workers Compensation Insurance

Workers compensation protects the employee in the event of a job related illness or injury by providing medical and income benefits. It is governed by Illinois law and the District pays the cost of the insurance. An employee who is injured on the job must promptly report the injury to the employee's supervisor and the District office in order to receive medical care and apply for benefits as provided by law. Failure to properly report injuries may affect eligibility for benefits and may result in disciplinary action.

~~2.25~~26 Employee Apparel and Gear

Employees may be supplied with work clothing which may include uniforms, outerwear, safety shoes, and other safety gear. These items are provided on an as-needed basis. Employees are expected to utilize all such clothing and gear and provide reasonable care and maintenance of the clothing and gear, and may be charged for the loss or damage of these items when due to neglect or carelessness. Employees should strive at all times to ensure that their clothing and appearance are business-like and appropriate for the work they are performing.

~~2.26~~27 Performance Awards

Performance awards in the form of singular monetary payments will be considered only in cases of extraordinary merit and shall be awarded at the sole discretion of the General Manager.

~~2.27~~28 Indemnification of District Employees

In an effort to protect District employees and officials against costs incurred in the defense or settlement of lawsuits, the Board of Trustees approved an indemnification ordinance. This ordinance, provides for the payment of legal fees and judgments or settlements which may be incurred by a District employee or official when the legal action is the result of actions performed in good faith in the discharge of official duties or in the course of employment. This ordinance is incorporated herein by reference.

Section 3

WAGE AND SALARY ADMINISTRATION

3.1 Wage and Salary Policy

It is the policy of the District to compensate all employees according to position and performance. The District's wage and salary structure is based upon individual qualifications, skills, and abilities, and competitive community and industry standards, the District's financial position, and other economic factors, and is reviewed from time-to-time, generally annually.

3.2 Performance Reviews

Newly hired employees will normally be given a performance appraisal upon the completion of six months of employment. Thereafter, a performance review will normally be completed by the employee's supervisor for all employees on an annual basis. The employee will have an opportunity to review the appraisal with his/her supervisor to discuss its contents, ways to improve performance, and to air supervisor and employee concerns. The performance review becomes a permanent part of the employee's personnel file.

In addition to the regular performance evaluations described above, special performance evaluations (written or non-written) may be conducted by the supervisor at his/her discretion at any time to advise an employee of, or in connection with, any performance or disciplinary problems.

3.3 Wage and Salary Adjustments

Wage and salary adjustments may be made at the District's sole discretion and will be based on several factors including the District's financial position, each employee's job performance, and general economic factors. Annual adjustments, when warranted, are recommended by the General Manager in consultation with an employee's immediate supervisor and must be approved by the Board of Trustees as part of the District's annual

budget. Other wage adjustments, such as the six-month adjustment for new employees, promotions, demotions and performance awards are at the discretion of the General Manager.

PAYROLL CALCULATIONS

3.4 Workweek and Shifts

The workweek shall be Sunday through Saturday. Administrative personnel generally work 8:00 a.m. to 4:30 p.m. and Code Enforcement personnel generally work ~~7:00~~ 8:00 a.m. to ~~4:30~~ 4:30 p.m., Monday through Friday. Wastewater Treatment Center and Sewer System personnel generally work from 7:30 a.m. to 4:00 p.m., Monday through Friday. Employees may be assigned to various shifts and shift rotations. Working hours and workweeks may vary according to operational requirements.

All full time employees take a one (1) hour lunch break during their assigned shift, of which one-half (1/2) hour is paid. An employee must work at least five (5) hours and return to work from their lunch break in order to be paid the one-half (1/2) hour for lunch. Lunch breaks will not be paid as the first or last portion of an employee's shift. Lunch breaks must be scheduled with the employee's supervisor.

The workweek, work hours, and breaks may be changed at any time if deemed necessary by the District for operational requirements.

3.5 Pay Periods

Paydays for hourly employees will be bi-weekly, on every other Friday at the end of the employee's shift, covering the two-week pay period ending the previous Saturday. Paydays for salaried employees will be bi-monthly with the pay periods ending on the 15th and the last day of the month and will be paid within five business days of the end of the pay period. If a payday falls on a holiday, payday will be the day before the holiday.

Employees may be paid by check or direct deposit, at their option.

It is District policy not to issue pay advances of any nature.

If an employee loses a paycheck, does not receive the direct deposit, or finds a possible error in their paycheck, the employee should contact their supervisor or the District office immediately.

3.6 Base Hourly Wage

Base hourly wage is the employee's actual hourly wage only, and does not include shift differential.

3.7 Shift Differential

This section applies to Wastewater Treatment Center operators. An hourly differential, periodically set by the General Manager, is paid to an operator working a normally-scheduled shift which regularly includes hours after 4:00 p.m. (i.e. employees scheduled to working the 10:30 a.m. - 7:00 p.m. "late" shift). This differential is paid only for time actually worked during an eligible shift (not for time off such as vacation, sick leave, etc.) and only for hours worked on that shift after 3:30 p.m. Overtime will be calculated by taking the operator's base hourly wage and adding the differential applicable and then multiplying that wage rate by the number of overtime hours worked.

Part-time and short term employees will not receive shift differential.

3.8 On-Call Compensation

Each on-call response employee shall receive on-call compensation in a weekly amount periodically set by the General Manager, in addition to all other compensation. The on-call compensation shall be included as regular pay in the calculation of overtime pay.

OVERTIME AND PREMIUM COMPENSATION

3.9 Exempt Salaried Employees

Salaried employees considered exempt under applicable law for purpose of wages and overtime may receive overtime pay only in certain circumstances approved by the General Manager. Compensatory time off may be provided in lieu of overtime pay when authorized by the General Manager.

3.10 Nonexempt Hourly Employees

The following provisions apply to all nonexempt hourly employees unless noted otherwise:

Regular overtime - shall be applied to those hours actually worked in excess of eight (8) hours per day or forty (40) hours per workweek at the rate of time and one-half, with the exception of holidays not worked which will be straight time.

Scheduled overtime - includes any time arranged in advance for which the employee would receive overtime pay. If an employee is unable to work scheduled overtime due to illness or other reasons, no sick time or other pay will be applied.

Holiday premium pay for full-time employees - An employee working on a District recognized holiday shall receive holiday premium pay at the rate of time and one-half for

those hours actually worked on the holiday. The employee will also receive either their regular holiday pay for the day pursuant to the District's holiday policy if the work is done on the day the holiday is observed or time off on the day of observance if different from the actual holiday.

Holiday premium pay for part-time and temporary full-time employees - A part-time or temporary full-time employee required to work on a District recognized holiday shall receive holiday premium pay at the rate of time and one-half for those hours actually worked on the holiday.

Emergency Response Pay – An employee may be called in to work during nonscheduled work time to respond to an emergency situation. The employee called in to work will be paid time and one-half (1.5 times the base hourly wage) for the hours worked. The employee will receive a minimum of two (2) hours of time and one-half pay for each call-in. Time and one-half will not be paid for any time worked during the employee's scheduled shift. If the call-in occurs one (1) hour or less prior to the start of the employee's scheduled shift, based on the time the employee receives the call, the two (2) hour minimum pay guarantee will not apply. However the time and one-half will still be paid for the time actually worked prior to the start of the employee's scheduled shift.

For any emergency call that an on-call response employee is able to properly handle without coming in to District facilities, the employee will be paid time and one-half for the hours actually worked, with a minimum of one-half (1/2) hour of time and one-half pay for each such call.

If an employee has been called to come in to District facilities to respond to the emergency and receives subsequent calls within 2 hours of a previous call, the 2-hour minimum shall not apply to the previous call(s). The 2-hour minimum shall apply to the last call and the employee shall be paid for all time beginning with the first call.

Only one (1) of the types of overtime or other premium pay listed above shall apply to any overtime situation. All overtime must be authorized by the supervisor (which means that the supervisor has asked the employee to work and has pre-authorized approval for the overtime hours). Employees who work overtime without obtaining proper authorization will be subject to discipline up to and including discharge.

PAYROLL DEDUCTIONS

3.11 Federal and State Withholding Taxes

Withholding of federal and state tax is based upon the number of exemptions claimed by the employee on state and federal W-4 income tax forms. At the end of the calendar year, all employees will receive a withholding tax statement (Form W-2) as required by law.

3.12 Social Security and Medicare

Social security and Medicare are percentage deductions from the employee's paycheck established by law. The District also contributes a percentage as established by law.

3.13 Illinois Municipal Retirement Fund (IMRF)

All employees whose position requires them to work 1000 hours or more per year shall be enrolled in the Illinois Municipal Retirement Fund (IMRF) as discussed in the Benefits section of this Manual. The employee's contribution is determined annually by IMRF. The District also contributes a percentage as determined annually by IMRF. Under current tax laws, the employee's contribution is not subject to federal income tax until paid to the employee in the form of a refund, pension, etc. Under current tax laws, the employee's contribution is not subject to state income tax at any time.

3.14 Other Deductions

Other deductions from pay may occur for such voluntary purposes as employees enrolled in the credit union, the purchase of additional life insurance, or other options that may be offered to employees from time to time, with the employee's written consent. Other deductions from payroll may occur due to the District's receipt of legally binding Wage Deduction Orders, Child Support Orders or other legally required purposes.

Section 4

GENERAL EMPLOYMENT POLICIES

4.1 Equal Employment Opportunity

It is the policy and practice of the District to provide and promote equal employment opportunities for all applicants and employees. As such, the District will hire, train, promote, compensate, and administer all employment practices without regard to race, color, sex, sexual orientation, pregnancy, gender identity or expression, age, veteran status, marital status, religion, medical condition, ancestry, national origin, disability unrelated to the ability to perform essential job functions, or on account of membership in any other protected category under federal, state, or local laws. Every good faith effort will be taken by the District to fulfill the objectives of this policy. No one will be retaliated against in any manner for exercising his/her rights under this policy. If you have a complaint or concern under this policy, please use the complaint procedure in the Anti-Harassment Policy.

4.2 Anti-Harassment Policy

The District is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, we will not tolerate harassment of District employees (or anyone else on District property or involved in District business) by anyone, including any supervisor, co-worker, vendor, contractor, or other visitor of the District.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, national origin, age, disability, sexual orientation, gender identity or expression, veteran status, marital status, religion, genetic information or other legally protected group status. The District will not tolerate harassing 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.

All District employees are responsible to help assure that we avoid harassment. If you feel that you have experienced or witnessed harassment, you are to immediately notify your supervisor, the General Manager, the Administrative Supervisor, or any other member of District management who you would feel comfortable contacting. All complaints shall be treated in a confidential manner to the extent possible. The District forbids retaliation against anyone for reporting or opposing harassment or discrimination, assisting in making a harassment complaint, or cooperating in a harassment investigation.

The District's policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that harassment has occurred, the District will take corrective action, including discipline up to and including immediate termination of employment, as is appropriate. In investigating complaints under this policy, the District may impose

discipline for inappropriate conduct that comes to the District's attention, without regard to whether the conduct constitutes a violation of law.

The District is committed to maintaining a work environment that is free of sexual harassment, and as a result, it deserves special mention. In keeping with this commitment, the District prohibits sexual harassment of District employees (or anyone else on District property or involved in District business) by anyone, including any supervisor, co-worker, vendor, contractor, or other visitor of the District.

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act (775 ILCS 5), which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) 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.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

Procedure for Reporting an Allegation of ~~Sexual~~ Harassment

All District employees are responsible to help assure that we avoid ~~sexual~~ harassment. If you feel that you have experienced or witnessed ~~sexual~~ harassment, you are to immediately notify your supervisor, the General Manager, the Administrative Supervisor, any other member of District management who you would feel comfortable contacting, or

the District's Ethics Officer as defined in the District's Ethics Ordinance. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the District. However, all employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. All complaints shall be treated in a confidential manner to the extent possible. It is not necessary for ~~sexual~~ harassment to be directed at the person making the report. Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

Prohibition on Retaliation for Reporting ~~Sexual~~ Harassment Allegations

The District prohibits retaliation against anyone for disclosing or threatening to disclose any violation of this policy, opposing ~~sexual~~ harassment, provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, assisting in making a ~~sexual~~ harassment complaint, or cooperating in a ~~sexual~~ harassment investigation. Such protections against retaliation and for reporting ~~sexual~~ harassment also extend to include all available whistleblower protections provided under the State Officials and Employees Ethics Act (5 ILCS 430), the District's Ethics Ordinance, the Illinois Whistleblower Act (740 ILCS 174), and the Illinois Human Rights Act (775 ILCS 5). For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any District employee that is taken in retaliation for a District employee's involvement in protected activity pursuant to this policy. No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

The District's policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that ~~sexual~~ harassment has occurred, the District will take corrective action, including discipline up to and including immediate termination of employment, as is appropriate. In investigating complaints under this policy, the District may impose discipline for inappropriate conduct that comes to the District's attention, without regard to whether the conduct constitutes a violation of law.

Consequences of a Violation of the Prohibition of ~~Sexual~~ Harassment

In addition to any and all other discipline that may be applicable pursuant to the District's policies contained in the Employee Policy Manual, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the District and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the District shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

Consequences of Knowingly Making a False Report

A false report is a report of ~~sexual~~ harassment made by an accuser using the ~~sexual~~ harassment report to accomplish some end other than stopping ~~sexual~~ harassment or retaliation for reporting ~~sexual~~ harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. If the District confirms that a false report alleging a violation of any provision of this policy has occurred, the District will take corrective action, including discipline up to and including immediate termination of employment, as is appropriate. In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

The District shall, ~~from time to time~~, conduct training annually as ~~needed~~ required under the Illinois Workplace Transparency Act (820 ILCS 96) to reinforce employee awareness of the District's policy prohibiting all forms of harassment, including but not limited to, sexual harassment.

~~The District shall, from time to time, conduct employee anti harassment training as needed to reinforce employee awareness of the District's policy.~~

4.3 Identification Cards

All permanent full-time and part-time employees, and any other short-term employee as may be designated by the General Manager, will be issued a photo identification card. The card must be in the employee's possession at all times during working hours. Loss, theft or mutilation of the badge must be immediately reported to the employee's supervisor. A replacement fee will be charged to the employee if the badge is lost, stolen or damaged. Use of the badge by any individual other than the employee to whom it is issued is prohibited and will be cause for disciplinary action. Falsifying, counterfeiting or allowing another person to use the badge shall be cause for termination of employment. Upon termination of employment, the card must be returned to the District office or the employee's supervisor.

4.4 District Equipment and Vehicles

In the course of employment, an employee may be issued District equipment, keys or access control devices. District equipment or property must not be used for personal purposes at any time, except as noted below. Moreover, personal business, including but not limited to maintenance of personal vehicles or other items should not be conducted on District property.

District vehicles are to be used for official District business only. Employees are not to use District vehicles for personal shopping, personal errands, or any other personal use. District vehicles are to be used for transporting District personnel and other individuals ~~essential~~ for District business only. Personal friends, relatives, hitchhikers, or others are not allowed to ride in District vehicles. Employees should be aware that the Sanitary District insurance does not cover District vehicles or personnel when vehicles are operated for personal reasons. This non-coverage includes liability as well as damage to the vehicle. As a result, an employee undertaking personal business and involved in an accident with a District vehicle could be personally liable for injuries and all property damage, including damage to the District vehicle.

Employees may be issued communication devices such as cellular phones. Use of these devices during working hours shall be limited to District business, with de minimus personal usage allowed. Personal use of these devices is permissible during nonworking hours. For those employees issued a cellular phone, personal usage at any time, beyond de minimus personal usage, must be reimbursed to the District at a rate determined by the District and personal usage at any time which results in additional fees including, ~~but not limited to, long distance or roaming charges,~~ services not included in the service plan for that device, or usage of minutes or services greater than that covered under the plan for that device, must be reimbursed to the District.

Upon termination of employment, all District equipment keys and access control devices must be returned to the District office.

Violations of this equipment and vehicle usage policy may result in withdrawal of District equipment and vehicle use privileges or other disciplinary action up to and including discharge.

4.5 Entry and Inspection

Employees may be issued, assigned or given the use of District-owned computers, communications equipment, desks, cabinets, vehicles, lockers and/or cases or files for the mutual convenience of the District and its personnel. The retention of personal items in or with District-owned items is at the risk of the employee, and the District will not be responsible for any losses. District-owned items also are subject to entry and inspection by the District without notice and there shall be no expectation of privacy on the part of the employee at any time. In the event an employee has placed a personally owned lock on District property, the District reserves the right to remove the lock with no compensation paid to the employee for the cost of the lock.

~~4.6 Intellectual Property Agreement~~

~~As a condition of employment with the District, the employee will be required to sign an Intellectual Property Agreement.~~

~~Refusal to sign the agreement will result in immediate discharge. Copies of the patent agreement are available for review by prospective employees.~~

4.67 Outside Employment

All employees must recognize that their primary work responsibility is to the District. Therefore, outside employment must not interfere with the employee's effectiveness as a District employee, shall not interfere with the employee's response to emergency calls or availability to work overtime if required in the employee's position, and shall not place the employee in a position of conflict of interest with his/her District employment. Outside employment will not be considered a valid reason for absenteeism, tardiness, or unacceptable job performance. An employee interested in outside employment must notify his/her supervisor prior to acceptance of the outside position. Under no circumstances shall District property be used by an employee for outside employment nor shall an employee conduct business for outside employment during District work time.

4.78 Residency

Employees are not required to live within the boundaries of the District. However, employees must recognize that travel time from their place of residence to the District is a critical factor when responding to District emergencies. As emergencies may occur at any time, travel time includes the time required for the employee to respond to an emergency at any hour including peak traffic periods. Full-time hourly employees in the Maintenance, Operations and Sewer System departments and all District supervisors must live no more than a thirty (30) minute travel time from the Treatment Center. All other employees must live no more than a sixty (60) minute travel time from the Treatment Center. This travel time requirement is not intended to interfere unnecessarily with an employee's residence location. However, the service provided by the District is crucial to the public health and emergency situations require a prompt response. Any employee may be asked to respond to such emergency situations as they arise. Employees must comply with this travel time requirement within six (6) months of employment. Any existing employee who was hired subject to a 1 hour travel time from the Treatment Center shall remain under the 1 hour travel time requirement.

4.89 Personal Information

For purposes of District records, employee benefits, withholding taxes, and other related matters, employees must report in writing to the employee's supervisor any change in name, address, telephone number, or dependent and/or beneficiary information as soon as possible. Also, the employee should supply the District office with the name and phone number of the person to be notified in the event the employee is injured or becomes ill at work.

4.9~~10~~ Personnel Record Review

The Illinois Personnel Record Review Act grants employees the right to review their personnel records. The right of access is granted to current employees, those on leave and those who have terminated service within the preceding year. Access will be granted in accordance with the Act. Employees desiring access to their personnel records should contact their supervisor, Administrative Supervisor ~~Services Director~~ or General Manager.

4.10~~11~~ Absenteeism

It is the policy of the District to attempt to reduce absenteeism and tardiness as much as possible. Employees who develop a poor record of absenteeism or tardiness will be subject to disciplinary action up to and including discharge. In determining the disciplinary action to be taken, the employee's entire record may be reviewed and considered at the District's discretion.

4.11~~12~~ Unexcused Absence

The absence of any employee from the employee's duties, that is not authorized by specific grant or leave of absence under the terms of this Employee Policy Manual, shall be an unexcused absence. Any such unexcused absence shall be without pay and may result in disciplinary action which may include termination of employment. Employees with unexcused absences on three (3) consecutive work days (i.e. employees who fail to report to work and fail to report such absences to their supervisor for three (3) consecutive work days) will be considered to have abandoned their jobs and will be deemed to have voluntarily resigned from the District.

4.12~~13~~ Timekeeping

All hourly employees must log in to the District's timekeeping system with their assigned employee id badge no sooner than seven (7) minutes before the scheduled starting time of each day. The employee must log out no later than seven (7) minutes after the scheduled quitting time each work day. Employees who log in early or out late without prior approval for overtime will be subject to discipline up to and including discharge. Any employee may be required to log in and out for lunch breaks at the discretion of their supervisor.

Tampering with the timekeeping system, logging with another employee's id badge, or otherwise falsifying timekeeping information will result in disciplinary action which may include termination of employment.

The following rules govern the docking procedure for tardiness:

Arriving to work 8 to 22 minutes after scheduled starting time will be docked one quarter (1/4) hour.

Arriving to work 23 to 37 minutes after scheduled starting time will be docked one-half (1/2) hour.

Arriving to work 38 to 52 minutes after scheduled starting time will be docked three-quarters (3/4) of an hour.

Arriving to work 53 to 67 minutes after scheduled starting time will be docked one (1) hour.

4.1314 Personal Communications During Working Hours

In the interest of achieving the goal of public service and avoiding loss of working time, personal communications including telephone calls, texting or other usage of personal cell phones, emails, or other computer-based media or any other personal communications must be infrequent and brief and are to be avoided during working hours except in the case of emergencies.

4.1415 Smoking

Smoking is prohibited in all public areas according to the Illinois Smoke Free Act. As such, the following prohibitions apply for all District employees:

- 1) No smoking is allowed in any District building. This includes the Administration Center, all buildings, tunnels and other structures at the Wastewater Treatment Center and the pumping stations.
- 2) When smoking outdoors, no smoking is allowed within fifteen (15) feet from entrances, exits, windows that open and ventilation intakes that serve an enclosed area.
- 3) Smoking is prohibited in all District vehicles.

The Smoke Free Illinois Act provides for fines against persons smoking in violation of the Act and fines against the District for noncompliance with the Act.

Additionally, to assist our employees who desire to quit smoking, the District will reimburse employees up to \$100 for the cost to employees who smoke and up to \$100 for the cost to their spouses who smoke, for completion of an approved smoking cessation program. This is a one-time reimbursement only. Due to the variety of smoking cessation programs, employees intending to seek reimbursement must first obtain confirmation from the Administrative ~~Supervisor Services Director~~ that the program selected is approved for reimbursement. Employees must first submit the claim to the District's medical insurance plan or any other applicable plan for payment, including a request under any smoking

cessation rebate program offered by the District's group health insurance program. Claims which have been submitted to insurance carriers and not paid in full by them should then be submitted to the Administrative Supervisor Services ~~Director~~ along with appropriate documentation as may be required by the District to verify the amount eligible for reimbursement under this policy.

4.15~~16~~ Solicitation/Distribution

In order to maintain efficient working conditions and provide employees with a work environment free of solicitation and distribution pressures, solicitation and distribution activities shall be limited by the following policy.

Solicitations by employees seeking payments, contributions, memberships, signatures, funds and other similar solicitations or the distribution of non-work related literature by employees will not be permitted during the working time of any employee involved in the solicitation and/or distribution. Solicitation or distribution by employees on nonworking time in a manner that disturbs other employees performing work or is otherwise disruptive of the performance of the District's work will not be permitted. Distribution of non-work related literature by employees will not be permitted in working areas at any time.

Solicitation or distribution by nonemployees will not be permitted:

- 1) during the working time of any employee receiving the solicitation or distribution,
- 2) at any time in areas not open to the public or in public areas where such activity is inconsistent with the intended and normal use of the area, or
- 3) in a manner which disturbs employees who are working.

The posting of non-work related materials or literature on the District's bulletin boards used for the District's business is prohibited.

"Working time" does not include lunch period or other periods where employees are not required to be performing their job functions. "Working time" does include the time when employees are required to be engaged in work tasks and covers both the employee engaged in solicitation or distribution of literature and the employee to whom the solicitation or distribution is directed.

4.16~~17~~ Employee Conduct

All employees must recognize their responsibility to provide quality service to the public. Employees must work cooperatively and efficiently, avoid wastes of time and materials, and just as importantly, should communicate to District management suggestions and recommendations for improving the workplace and service to the public. All employees will conduct themselves, while on the premises of the District and, also, while on duty away

from the District on District business, in a responsible, professional manner. Failure to comply with this policy will result in discipline, up to and including discharge.

4.17~~18~~ Employee Ethics Ordinance

All employees are subject to the District's current Ethics Ordinance attached to and made a part of this Employee Policy Manual. This ordinance was approved in compliance with the State Gift Ban Act. All employees are required to read and become familiar with the ordinance. In general, the ordinance regulates the political activities of public officers and employees, as well as the solicitation and/or acceptance of gifts by these public officers and employees.

4.18~~19~~ Visitors

Employees wishing to bring relatives or friends onto District property during the employee's nonworking hours to provide an opportunity to see the employee's work place shall obtain permission in advance from their Supervisor or the General Manager. Employees may occasionally receive visitors during working hours for brief durations. Nonemployees should not be on District property outside of regular business hours of 8:00 a.m. to 4:30 p.m. except as noted above.

4.19~~20~~ Illinois Environmental Protection Agency Certification

Operators must obtain a minimum Class 4 Certificate of Competency for Wastewater Treatment from the Illinois Environmental Protection Agency within two years of the date of employment, and maintain such certification for the remainder of their employment. Operators are urged to upgrade their certification classification.

Any hourly employee that holds and maintains a Class 1 Certificate of Competency for Wastewater Treatment from the Illinois Environmental Protection Agency shall receive additional pay, in an amount periodically set by the General Manager, ~~\$1.00~~ for each hour worked. Such adder shall not be included for overtime calculations.

4.20~~21~~ Observance of Safety Rules

All employees of the District will observe safety regulations and all related safety policies established by the District, ~~including but not limited to, the District's Safety Manual, Confined Space Policies and Procedures, and Lockout/Tagout Policy.~~ All employees shall be provided a copy of the established safety regulations at the time of orientation or as soon thereafter as practicable. Failure or refusal to observe safety regulations will result in disciplinary action, up to and including immediate discharge.

4.21~~22~~ On-Call Response

Employees may be required to carry District communications equipment to be on-call during nonscheduled work time to receive and respond to emergency calls. This on-call response system is required for the following areas of District operations – ~~Wastewater Treatment Center~~ Operations, Maintenance, Laboratory, Collection System, and Lift Stations. For ~~the Wastewater Treatment Center~~ Operations, Maintenance and Lift Stations, employees may be designated as either the primary on-call response employee or the secondary on-call response employee in each area. For the Collection System, a designated employee shall be considered a primary on-call response employee. For the Laboratory, a designated employee shall be considered a secondary on-call response employee. Each primary on-call response employee must remain within a thirty-minute travel time from the Treatment Center, ~~with the exception that the Wastewater Treatment Center and Lift Stations~~ while each secondary on-call response employees must remain within a sixty-minute travel time from the Treatment Center. As emergencies may occur at any time, travel time includes the time required for the employee to respond to an emergency at any hour including peak traffic periods. This response time is not intended to interfere unnecessarily with an employee's nonscheduled work time. However, the service provided by the District is crucial to the public health and safety and emergency situations require a prompt response. Any existing employee who was hired subject to a 1 hour travel time from the Treatment Center shall remain under the 1 hour travel time requirement.

No employee shall be assigned more than one of the on-call responsibilities at any time to avoid the possibility of inadequate staffing in the event of emergencies in more than one area of operations.

Due to the large number of emergency calls occurring for the collection system, the collection system on-call response employee may take a District vehicle home to facilitate response to emergency calls. Supervisors may be assigned a District vehicle to take home to facilitate response to emergency calls. District vehicles are to be used for official District business only as detailed in Section 4.4~~5~~.

4.22~~23~~ Fuel Purchases

In the course of employment, an employee may be issued a card, key fob or other device to allow for the purchase of fuel for District vehicles or equipment at a fueling facility. The device shall remain the property of the District and must be returned to the District upon termination of employment. The device shall only be used to purchase fuel for District vehicles or equipment and shall not be used to purchase fuel for personal vehicles or non-District vehicles or equipment. The employee shall be responsible for the device; must not allow unauthorized use of the device; and must report loss or theft of the device immediately upon discovering that it is missing. The employee will be held responsible for unauthorized use of the device of which they are aware and/or allow. The employee shall be responsible for any unauthorized use which results from the employee's failure to report the device lost or stolen immediately upon discovering that it is missing. If the device, or fuel obtained using the device, is for personal purposes or for purposes other than District governmental operations, the employee will be subject to immediate

disciplinary action, up to and including termination and criminal prosecution for theft, in addition to any other available administrative or civil penalty.

4.23~~24~~ Vendor Charge Card Use

The District may make available a vendor charge card for employee use for District business only. Such use shall be in accordance with this policy. An employee shall not provide either the card or the card number to any person or entity for any use not consistent with this policy. Each and every use of the card must be approved by a District Supervisor or the General Manager.

Any and all uses of the card must be supported with detailed documentation. Use of the card without proper authorization, or for the purchase of personal items, or without providing detailed documentation shall be subject to disciplinary action which may include termination, criminal prosecution for theft, and any other available administrative or civil penalty.

4.24~~25~~ Drug and Alcohol Policy

All employees are subject to the District's Drug and Alcohol Policy (the "Policy"). All employees are required to read and become familiar with the District's Drug and Alcohol Policy which is attached to and made a part of this Employee Policy Manual. It is the District's commitment to provide a safe and productive work environment for its employees and the public. The use of alcohol and illegal drugs (as defined by the District's Policy) and alcohol at work while performing work on the District's behalf -is inconsistent with this commitment. An employee who is under the influence of drugs or alcohol poses a serious threat to his or her own safety and the safety of others. Also, a person cannot do his or her job properly while working under the influence of drugs or alcohol. This is especially true in our workplace where many employees drive District vehicles or work directly with machinery and/or equipment which demands the employee's full concentration and attention. The District may perform drug testing, as set forth in the Policy. Employees who violate the District's Policy will be subject to disciplinary action, up to and including termination of employment. ~~All employees are required to read and become familiar with the District's Drug and Alcohol Policy which is attached to and made a part of this Employee Policy Manual.~~

4.25~~26~~ Computer Usage and Internet Usage

The District makes extensive use of computers for operations. It is important that the data stored and utilized on these computers be free from defects. The Internet is a useful research and communication resource which is provided to District employees for uses related to District business. In order to prevent the misuse of District computers and the Internet, the following policy applies to all employees:

- 1) Only District approved software may be used on a District computer.

- 2) Downloading improper files that contain viruses which may contaminate District information systems and databases is expressly prohibited.
- 3) All programming, setup and diagnostic functions are to be performed by authorized personnel only.
- 4) Under no circumstances shall any software be used on a District computer without being scanned for computer viruses by authorized personnel.
- 5) Unauthorized access to data and computer equipment is prohibited.
- 6) Any and all information stored on District computers remains District property and may be inspected at any time without notice.
- 7) Accessing objectionable, improper, or pornographic material and/or sites is expressly prohibited. To that end, employees are prohibited from sending mail or other communications, files or programs containing offensive or harassing statements, including comments based on race, national origin, sex, sexual orientation, age, disability, gender identification, religion, political beliefs, etc.
- 8) Use of work time to access non-work related information, play games, or otherwise waste time is expressly prohibited.
- 9) Use of the Internet for illegal, improper, or illicit purposes is expressly prohibited.
- 10) Misrepresentation of an employee's opinion as District policy is expressly prohibited.
- 11) The District maintains the right to monitor and inspect all data, documents and electronic mail messages at any time, including review of employee computer usage, messages and any and all on-line activities performed using District equipment, with, or without notice to employees. The District may periodically audit the storage devices of all computers and reserves the right to clear any and all data not related to District business.
- 12) Employees shall have no expectation of privacy with regard to the entry, creation, transmission, receipt or storage of any data, documents or electronic mail messages, whether personal or work-related, performed using District equipment.

Failure to comply with this policy may result in disciplinary action up to and including immediate discharge.

4.26~~27~~ Personal Property and Employee Expense Reimbursement

The District will not replace or reimburse the personal property of employees which may be lost or damaged on District property or during work hours. Personal property includes cell phones and/or other personal electronic devices, clothing, jewelry, glasses or contacts, or other personal items brought to the work place.

The District issues communication devices, such as radios, cell-phones, tablets, or laptop computers to employees to conduct job-related communications. Use of personal communication devices or services for District business is not required of employees, and will therefore not be reimbursed unless an emergency circumstance arises justifying such use.

Mechanics are required to keep a basic set of personal hand tools sufficient to perform District work. The District shall replace a personal hand tool in the event it is lost, damaged or stolen in the course of performing District work. Any tools or related equipment beyond this basic set shall be excluded from this policy.

In the event of a major loss of tools from this basic set, a limit on replacement by the District will be at the discretion of the General Manager.

From time to time in the course of work, employees may incur expenses directly related to services performed for the District. The District may reimburse employees for said expenses subject to the requirements of this section and other pertinent sections of this manual. Reimbursable expenses shall be subject to prior approval of a supervisor. Such expenses shall be made in accordance with the procurement or travel reimbursement policy of the District. Reimbursement without mark-up will be made after submittal of supporting documentation, such as detailed receipts, which shall be reviewed by the approving supervisor for consistency with prior approval. Employees shall present said documentation within a reasonable timeframe of incurring the expense, but no later than 60 calendar days after incurring the expense. Reimbursement shall be made following, and subject to, the District's claim review and approval procedures.

4.27~~28~~ Listening Devices/Music

The playing of music, use of headphones or earbuds, or other audible media is at the discretion of the Supervisor. The Supervisor may require that it be turned off at any time. It should not be played at volume levels that create or pose a risk to any employee's health or safety. ~~The use of headphones or earbuds is expressly prohibited.~~ The use of hearing protection is allowed for health and safety purposes only.

4.28~~29~~ Entry and Access to the Wastewater Treatment Center

The gate in to the Wastewater Treatment Center is to be secured during non-working hours. The last employee leaving the Wastewater Treatment Center every day is responsible for verifying that the gate is secured.

4.29~~30~~ Driver's Licenses

Any employee who drives a District vehicle in the course of their work must possess a valid State of Illinois Driver's License, including a Commercial Driver's License if applicable. If an employee has their driver's license suspended, revoked or canceled or who becomes disqualified or loses their right to operate a motor vehicle for any period of time,

they must notify their supervisor before the end of the business day following the day the employee receives notice of the suspension, revocation, cancellation, disqualification or lost privilege. An employee who fails to notify their supervisor, or to operate a District vehicle without a valid driver's license, shall be subject to appropriate disciplinary action up to and including termination of employment.

4.3031 Prohibition of Sexual Harassment Policy

~~—The District is committed to maintaining a work environment that is free of sexual harassment. In keeping with this commitment, the District prohibits sexual harassment of District employees (or anyone else on District property or involved in District business) by anyone, including any supervisor, co-worker, vendor, contractor, or other visitor of the District.~~

~~This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act (775 ILCS 5), which currently defines sexual harassment as:~~

~~Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:~~

- ~~(1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~
- ~~(2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~
- ~~(3) 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.~~

~~Conduct which may constitute sexual harassment includes:~~

- ~~• Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.~~
- ~~• Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.~~
- ~~• Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.~~
- ~~• Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.~~
- ~~• Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).~~

~~*Procedure for Reporting an Allegation of Sexual Harassment*~~

~~All District employees are responsible to help assure that we avoid sexual harassment. If you feel that you have experienced or witnessed sexual harassment, you are to immediately notify~~

~~your supervisor, the General Manager, the Administrative Supervisor, any other member of District management who you would feel comfortable contacting, or the District's Ethics Officer as defined in the District's Ethics Ordinance. The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the District. However, all employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. All complaints shall be treated in a confidential manner to the extent possible. It is not necessary for sexual harassment to be directed at the person making the report. Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.~~

~~Prohibition on Retaliation for Reporting Sexual Harassment Allegations~~

~~The District prohibits retaliation against anyone for disclosing or threatening to disclose any violation of this policy, opposing sexual harassment, provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, assisting in making a sexual harassment complaint, or cooperating in a sexual harassment investigation. Such protections against retaliation and for reporting sexual harassment also extend to include all available whistleblower protections provided under the State Officials and Employees Ethics Act (5 ILCS 430), the District's Ethics Ordinance, the Illinois Whistleblower Act (740 ILCS 174), and the Illinois Human Rights Act (775 ILCS 5). For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any District employee that is taken in retaliation for a District employee's involvement in protected activity pursuant to this policy. No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.~~

~~The District's policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that sexual harassment has occurred, the District will take corrective action, including discipline up to and including immediate termination of employment, as is appropriate. In investigating complaints under this policy, the District may impose discipline for inappropriate conduct that comes to the District's attention, without regard to whether the conduct constitutes a violation of law.~~

~~Consequences of a Violation of the Prohibition of Sexual Harassment~~

~~In addition to any and all other discipline that may be applicable pursuant to the District's policies contained in the Employee Policy Manual, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the District and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the~~

~~District shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.~~

~~Consequences of Knowingly Making a False Report~~

~~A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. If the District confirms that a false report alleging a violation of any provision of this policy has occurred, the District will take corrective action, including discipline up to and including immediate termination of employment, as is appropriate. In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.~~

~~The District shall, from time to time, conduct training annually as needed required under the Illinois Workplace Transparency Act (820 ILCS 96) to reinforce employee awareness of the District's policy prohibiting sexual harassment.~~

Section 5

DISCIPLINARY ACTION

In the interest of all employees, District rules and policies as outlined in the Employee Policy Manual must be followed. Should an employee's performance, attitude, work habits, or personal conduct fall below an acceptable level, disciplinary action, up to and including discharge, may be imposed as the District deems appropriate. Disciplinary actions include but are not limited to oral reprimands, written reprimands, suspension, demotion and discharge. The District retains the right to determine what discipline will be imposed in each situation. The District may disregard any or all of these procedures in the event that any disciplinary measure or termination of employment is deemed necessary for egregious, flagrant or blatant behavior. Nothing contained in this policy is intended to create, nor should it be construed to constitute, any type of employment contract, promise, guarantee or assurance that progressive discipline will be imposed. Employees remain at all times at-will and the District retains the right to terminate an employee's employment at any time for any reason.

Written Reprimand

Where oral notice of unacceptable performance from the employee's supervisor has not resulted in expected improvements or where the conduct warrants a more formal response, a written reprimand may be delivered to the employee, with a copy filed in the employee's personnel file and a copy forwarded to the General Manager.

Suspension

An employee may be suspended without pay by the employee's supervisor for a duration of up to three (3) days. A suspension of more than three (3) days may be imposed by the General Manager.

Discharge

An employee may be discharged upon the approval of the General Manager. The General Manager shall notify the employee in writing of the termination and the reason therefore.

Examples of Employee Misconduct, Poor Performance or Negligence Warranting Discipline

The following list contains examples of conduct that normally results in disciplinary action. This list is intended to provide an understanding of what is considered unacceptable conduct. This list, however, is not all inclusive and unacceptable conduct not specifically listed below, can, nonetheless, result in disciplinary action up to and including immediate discharge.

- Violation or disregard of the policies contained in this Employee Policy Manual or other District policies or practices as may be established from time-to-time.

- Refusal or failure to comply with safety precautions or follow prescribed methods, or conduct which endangers self, fellow workers or the public.
- Unlawful manufacture, distribution, dispensing, possession, use or being under the influence of illegal drugs, a controlled substance or alcohol in the workplace or during working time, or any other violation of the District's Drug and Alcohol Policy.
- Poor driving habits endangering self, fellow workers, or the public or resulting in damage to District vehicles or property; or operating District vehicles without proper driver's license.
- Insubordination, refusal to do assigned job, or refusal to do job as directed.
- Threatening, intimidating, coercive or abusive language or conduct to any employee, supervisor, or member of the public at any time.
- Gambling of any nature.
- Fighting.
- Theft or misappropriation of property from the District or other employees.
- Creating or contributing to unsanitary conditions.
- Performance that, in the District's opinion, does not meet requirements of the position.
- Violations of the District's Anti-Harassment Policy.
- Violations of the District's Smoking Policy.
- Misuse of the Company's computer systems and resources.

Section 6

GRIEVANCE PROCEDURE

District employees have the right and the responsibility to bring to management's attention complaints or dissatisfaction regarding employment-related problems. Supervisors and employees are expected to make every effort to resolve problems as they arise. However, for those grievances which cannot be resolved informally, the following appeal and review procedures are established.

6.1 Resolution of Employee Grievance with Supervisor

The employee shall first present the grievance within ten (10) days of the occurrence to the employee's supervisor in writing. A copy of the grievance shall be forwarded to the General Manager by the supervisor. The supervisor shall attempt to resolve the grievance promptly and shall inform the employee in writing of the decision and reason therefore.

6.2 Appeal to District General Manager

When a grievance cannot be resolved at the supervisory level, the employee may appeal directly to the General Manager within ten (10) days of notification of the supervisor's decision. The General Manager shall make a separate investigation and shall inform the employee and the supervisor in writing of the decision and reason therefore.

The decision of the General Manager shall be final and no further appeal shall be allowed in all matters except those involving an employee termination.

6.3 Request for Hearing

For those grievances involving a termination, an employee may appeal the General Manager's decision by providing to the General Manager a "Notice in Writing" within five (5) working days of notification of the General Manager's decision. Said "Notice in Writing" shall request a hearing. The hearing will then be scheduled not less than seven (7) nor more than twenty-one (21) days after receipt of the "Notice in Writing".

The General Manager may select a Hearing Officer who is not a District employee. At the Hearing, evidence shall be introduced and witnesses produced, if necessary. The employee may represent himself/herself or be represented by counsel.

The findings and determination of the Hearing Officer shall be made within a reasonable period of time and shall be advisory only.

The time periods specified for District responses and hearing will be followed under normal circumstances; if the time frames cannot be met, the employee will be notified.

Section 7

NOTICE OF RESIGNATION

The District requests that a non-supervisory employee resigning his/her employment give his/her supervisor at least two (2) weeks' notice of the intention to leave. The District also requests that a supervisor resigning his/her employment gives the General Manager at least four (4) weeks' notice of the intention to leave.

TERMINATION OF EMPLOYMENT

Accrued unused vacation and personal leave will be included in the employee's final paycheck upon termination. No compensation is given for unused sick leave.

Identification cards and all District property must be returned to the District office.

Termination of all benefits is effective the day employment with the District is terminated.

Severance pay may be awarded at the General Manager's discretion.

Section 8

STATEMENT ON LABOR ORGANIZATIONS

The District has always taken pride in the abilities and accomplishments of its employees. The District strives to pay wages and benefits that are competitive with the market and that recognize the value of its employees. It is also a District policy to communicate directly with employees and to work together to resolve their concerns as they arise. The District prefers that this mutual cooperation and direct communication continue.

Section 9

REVISIONS AND AMENDMENTS OF THE EMPLOYEE POLICY MANUAL

The policies contained in this manual may be revised, amended or repealed at any time hereinafter by the Board of Trustees, without notice to any employee of the District except for the policy of at-will employment. While it is the intent of the District to promptly notify all affected employees of changes, unfortunately circumstances do not always allow for prior notice to be given and the policy in effect at the time will govern. The adoption of the Manual shall not create any vested right or interest in favor of any employee in and to any part of the benefits hereby granted, but shall be construed to be gratuitous grants of time and compensation which may be modified or withdrawn at any time. In the event of any doubt as to the terms of any provisions or any portion of this manual, or any conflict or interpretation between the various provisions hereof, or in the event of any ambiguity or misunderstanding of any other phrase or clause used herein, or in the event of any contingency arising which is not specifically mentioned in this Manual, the Board of Trustees reserves the right to place its own construction and interpretation upon the terms of this Manual and the application hereof to any particular case or situation.