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VILLAGE OF
DOWNERS GROVE



Revised 3/01

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EMPLOYMENT CLASSIFICATION PLAN

SECTION 1.	<u>EMPLOYMENT CLASSIFICATION PLAN</u>	1
1.1	In General	1
1.2	Exclusions	1
1.3	Components	1
1.4	No Contract or Vested Rights Created	1
1.5	Definitions	1
SECTION 2.	<u>CLASS SPECIFICATION</u>	2
2.1	In General	2
2.2	Employment Positions	2
2.3	Exempt Status	2
2.4	Authority	2
SECTION 3.	<u>COMPENSATION PLAN</u>	2
3.1	In General	2
3.2	Authority	3
3.3	Establishment or Modification of Salary Range, Grade Interval or Range Spread	3
3.4	Designation of a Class Specification Within a Pay Grade	3
3.5	Salary Increments	3
3.6	Employee Salary May not Exceed Range	3
SECTION 4.	<u>ESTABLISHMENT OR MODIFICATION OF A CLASS SPECIFICATION</u>	3
4.1	Authority to Initiate	3
4.2	Submittal Required	3
4.3	Review and Recommendation by Director of Employee Relations	4
4.4	Review and Decision by Village Manager	4
SECTION 5.	<u>PLACEMENT WITHIN SALARY RANGE</u>	4
5.1	New Employees	4
5.2	Lateral Transfers	4
5.3	Promotion	4
5.4	Demotion	5
5.5	Exceptions	5
SECTION 6.	<u>MOVEMENT WITHIN SALARY RANGE - MERIT SYSTEM</u>	5
6.1	Merit System - In General	5
6.2	Merit Increases - Annual	5
6.3	Merit Increases - Completion of Original Qualification	6
6.4	Merit Increases - Exemptions	6
6.5	Merit Increases - Manager's Authority	6
SECTION 7.	<u>MARKET ADJUSTMENT</u>	6

7.1	Market Adjustment - In General.....	6
7.2	Market Adjustment - Sole Discretion of Village Council.....	6
7.3	Market Adjustment - Recommendation from the Director of Employee Relations	7
7.4	Market Adjustment - Recommendation from the Manager	7
7.5	Market Adjustment - Decision by Village Council.....	7
7.6	Market Adjustment - Salary Adjustment.....	7
7.7	Market Adjustment - Effective Date	7
SECTION 8.	<u>TEMPORARY PROMOTION</u>	8
8.1	Temporary Promotion - In General.....	8
8.2	Temporary Promotion - Temporary Salary Increase	8
SECTION 9.	<u>ASSIGNMENT PAY</u>	8
9.1	Assignment Pay - In General	8

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SECTION 1. EMPLOYMENT CLASSIFICATION PLAN

1.1 In General

The Employment Classification Plan (the "Plan") is the systematic identification and grouping of the employment positions of the Village of Downers Grove. Except as noted herein, the Plan includes all non-bargaining employment positions with the Village, including part time positions.

1.2 Exclusions

The Plan does not include, and shall not apply to, any of the following:

- a. Any employment position covered as part of collective bargaining agreement: except to the extent otherwise provided in the collective bargaining agreement.
- b. Any temporary employment position with the Village, such as seasonal positions.
- c. Any employment position covered by an express employment contract; except to the extent otherwise provided in the employment contract.

1.3 Components

The Plan is composed of the following:

- a. Class specifications for each employment position with the Village; and,
- b. The grouping of these class specification into a compensation plan.

1.4 No Contract or Vested Rights Created

Except for employees under the jurisdiction of the Board of Fire and Police Commissioners, employees of the Village are "at will" employees and may be removed at any time, with or without cause. This plan does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this plan. All provisions of this plan are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this plan implies or may be construed to imply that it or any portion thereof is an employment contract. Employment and compensation may be terminated by the Village with or without notice at any time at the option of the Village. In the event any of the provisions of this plan conflict with the laws of the State of Illinois or the United States Government, the latter shall take precedence.

1.5 Definitions

The definitions set forth in the Village of Downers Grove Personnel Manual shall apply to this Plan. For purpose of this program, the term Senior Director means and includes the Village Manager, the Assistant Deputy Village Manager, the Fire Chief, the Police Chief, the Senior Director of Community Development Planning Services, the Senior Director of Community Information Services, the Senior Director of Engineering Economic Development, the Senior Director of Financial Services and Administrative Services, the Senior Director of Public Works, and the the Village Attorney, the Director of Human Resources, the Director of Social and Health Services, and the Director of Code Services.

SECTION 2. CLASS SPECIFICATION

2.1 In General

A class specification is a listing of the minimum requirements or qualifications, such as education, work experience, and other criteria, needed to perform one or more employment positions with the Village. Class specifications are descriptive and explanatory and are not necessarily inclusive of all duties performed. They are designed to indicate the types of duties and level of responsibilities assigned to the class. The use of a particular specification as to duties, qualifications or other factors shall not be held to exclude others of a similar kind or quality.

2.2 Employment Positions

Within each class specification there may be one or more employment positions. By way of example, Administrative Tech Secretary 1 designates entry-level secretary and Administrative Secretary II, all Department secretaries. III includes the Village Manager secretary and the Legal Department secretary. A class specification may act as the job description where there is only one employment position involved. Where more than one employment position is involved, a separate job description may be prepared by the department head. This job description is to be based upon the class specification and submitted to the Director of Employee Relations Human Resources for approval. Where a separate job description has not been prepared, the class specification shall act as the job description for an employment position. The Director of Employee Relations Human Resources shall maintain the original and official copies of all class specifications and job descriptions for all employment positions with the Village. No employment position shall be created, amended or recognized except as included in the official records of the Director of Employee Relations Human Resources.

2.3 Exempt Status

Each class specification shall indicate whether the employment position(s) involved is an exempt or non-exempt employment position as provided under the Fair Labor Standards Act.

2.4 Authority

The Village Manager has the sole authority to establish, abolish or amend a class specification.

SECTION 3. COMPENSATION PLAN

3.1 In General

The compensation plan groups the class specifications into pay grades, providing ~~a salary range with increments to mid-point, a grade interval and a range spread for each pay grade.~~

a. The pay grade is the number given to a group of class specifications for purposes of the compensation plan. These groups are numbered in ascending order from lower to higher salary ranges.

b. The salary range represents the spread from the lowest to the highest permitted salary for any class specification within the pay grade. ~~The compensation plan divides each salary range below mid-point into increments.~~

c. The range spread is the percentage increase from the lowest to the highest salary in the salary range.

d. The grade interval is the percentage change in the salary range between a pay grade and the pay grade immediately preceding.

3.2 Authority

The Village Council has the sole authority to establish, abolish or amend the compensation plan.

3.3 Establishment or Modification of Salary Range, Grade Interval or Range Spread

Proposals to establish, abolish or amend a salary range, grade interval or range spread may be initiated by the Village Manager and submitted to the Village Council for review and approval.

3.4 Designation of a Class Specification Within a Pay Grade

No change or modification in the pay grade designation of an existing class specification shall be permitted. Where a new or amended class specification is proposed the relevant Senior Director shall, in conjunction with the ~~Position Description Questionnaire (PDQ)~~ Comprehensive Position Questionnaire (CPQ) described in section 4.2 of this program, submit a recommendation and supporting information regarding the proposed pay grade for the new or amended class specification.

3.5 Salary Increments Range

Employees shall be placed and moved through the salary range, from the starting (lowest) salary to the mid-point, so that such employees are at a salary increment as designated in the compensation plan. ~~It is the intent of this provision that all employees below mid-point will be at a salary increment.~~

3.6 Employee Salary May not Exceed Range

Under no circumstances may an employee's salary rate exceed the maximum for the relevant pay range. This provision does not apply to bonus payments which are not added to an employee's salary base.

SECTION 4. ESTABLISHMENT OR MODIFICATION OF A CLASS SPECIFICATION

4.1 Authority to Initiate

Proposals to establish, abolish or amend a class specification may be initiated by a Senior Director for an employment position within such Director's group.

In addition, a proposal to establish, abolish or amend a class specification may also be initiated by the Director of Employee-Relations Human Resources or the Village Manager for any employment position with the Village.

4.2 Submittal Required

The Senior Director initiating a proposal to establish, abolish or amend a class specification, or as directed by the Village Manager or Director of Employee Relations Human Resources, shall complete a position-description questionnaire (PDQ) Comprehensive Position Questionnaire (CPQ) on forms provided by the Director of Employee-Relations Human Resources. The PDQ CPQ shall be submitted to the Director of Employee-Relations Human Resources, along with any supporting documents or information. In addition, the Senior Director shall recommend and submit supporting information, regarding the proposed pay grade for any new or modified class specification, as provided in section 3.4.

4.3 Review and Recommendation by Director of Employee Relations Human Resources.

The Director of Employee Relations Human Resources shall review the ~~PDQ CPQ~~ and other documentation submitted and may require additional information as necessary to properly evaluate the proposed action. Following completion of this review, the Director of Employee Relations Human Resources will make a recommendation to the Village Manager regarding whether a class specification should be established, abolished or amended and, in the case of any recommended new or modified class specification, the proposed pay grade. In the event the Director of Employee Relations Human Resources recommends that a class specification be established or amended, the Director of Employee Relations shall prepare and submit to the Village Manager, the proposed class specification.

4.4 Review and Decision by Village Manager

The Village Manager shall review the ~~PDQ~~ and other documentation submitted as well as the recommendation of the Director of Employee Relations Human Resources, and may require additional information as necessary to properly evaluate the proposed action. Following completion of this review, the Village Manager will make the final decision regarding whether to establish, abolish or amend a class specification. In the event the Village Manager approves a new or amended class specification, the Manager shall recommend to the Village Council that the compensation plan be amended to include the new or amended class specification at such pay grade as the Village Manager may suggest. The decision of the Village Manager to establish or modify a class specification shall not become effective until the Village Council has amended the compensation plan to group the new or modified class specification within a pay grade.

SECTION 5. PLACEMENT WITHIN SALARY RANGE

5.1 New Employees

Unless otherwise directed as provided in section 5.5, a new employee shall be placed at the starting (lowest) salary increment listed for the class specification. For the purpose of this program, a new employee is a person who, on the day immediately preceding the effective date of their employment, was not an employee of the Village.

5.2 Lateral Transfers

Unless otherwise directed as provided in section 5.5, an employee who is transferred to an employment position within the same class specification shall continue to be paid at the same salary increment ~~(or the same salary level, if above midpoint)~~ as applied prior to such transfer. In addition, an employee who is transferred to an employment position which is in a different class specification but within the same pay grade, shall continue to be paid at the same salary increment ~~(or the same salary level, if above midpoint)~~ as

applied prior to such transfer. For purpose of this program, a transfer shall mean the permanent reassignment of an employee to a different employment position included in a class specification within the same pay grade.

5.3 Promotion

Unless otherwise directed as provided in section 5.5, an employee who is promoted to an employment position within a different class specification at a higher pay grade shall be within the salary range of such new employment position placed at the higher of the following:

a. The starting (lowest) salary increment level listed for the class specification to which the employee has been promoted; or,

b. The employee's current salary, increased by an amount equal to the percentage grade interval between the employee's former and new employment positions. When a promotion moves an employee two or more grades higher than the current pay range, a minimum of 10% and a maximum of 15% increase may be granted. ~~In the event the salary computed pursuant to this subparagraph (b) is at or below the mid-point, but is not at a salary increment of the new pay grade, the employee will be placed at the next lower salary increment.~~

5.4 Demotion

Unless otherwise directed as provided in section 5.5, an employee who is demoted to an employment position within a different class specification at a lower pay grade shall be placed within the salary range of such new employment position at the lower of the following:

a. The top (highest) salary level listed for the class specification to which the employee has been demoted; or,

b. The employee's current salary. ~~Provided, in the event the employee's current salary is at or below the mid-point, but is not at a salary increment of the new pay grade, the employee will be placed at the next lower salary increment.~~

5.5 Exceptions

The Village Manager, at the Manager's sole discretion, may authorize the placement of an employee who is hired, transferred, promoted or demoted at any point within the salary range for the employment position involved.

SECTION 6. MOVEMENT WITHIN SALARY RANGE - MERIT SYSTEM

6.1 Merit System - In General

It is the policy of the Village of Downers Grove that movement through a salary range shall be based upon merit and performance. Nothing herein shall be deemed to vest or grant any right to a salary increase. The decision regarding whether any such increase will be granted is in the discretion of the Village Manager, and is subject to budgetary limits as established by the Village Council.

6.2 Merit Increases - Annual

Employees on full employment status (employees who have completed their original qualification period) may be eligible for a merit increase effective the first pay period of each fiscal year. Eligibility will be based upon satisfactory performance review. Generally, if performance standards are met or

exceeded, an employee will be eligible for an increase within the salary range; as follows:

~~a. If the employee is below the mid point in a salary range, the employee is eligible for one increment.~~

~~b. If the employee is at or above the mid point in a salary range, the employee is eligible for such increase as the Village Manager may designate.~~

c. If the employee is at the maximum in a salary range, the employee is eligible for such lump sum bonus payments as the Village Manager may designate. Such bonus payments shall not be added to the employee's base salary.

6.3 Merit Increases - Completion of Original Qualification Period

An employee who is on the Village payroll prior to the effective date of a merit increase, but who does not receive a merit increase because such employee had not completed their original qualification period prior to such effective date and is therefore not on full employment status, may be eligible for a merit increase following the successful completion of their original qualification period with the Village. Eligibility will be based upon satisfactory performance review. Generally, if performance standards are met or exceeded, an employee will be eligible for one increment.

6.4 Merit Increases - Exceptions

An employee who has been promoted within six (6) months prior to the effective date of the annual merit increase is not eligible for an annual merit increase as provided in Section 6.1, it being understood that such employee will receive an increase in salary at the time of their promotion as provided in Section 5.3.

6.5 Merit Increases - Manager's Authority

Within approved budget limits, the Village Manger shall have the following authority:

a. To grant bonuses for outstanding performance.

b. To authorize merit increases in excess of that provided under Section 6.2 for outstanding performance. Such increase shall not exceed the authorized range for the position.

SECTION 7. MARKET ADJUSTMENT

7.1 Market Adjustment - In General

A market adjustment is the periodic evaluation and modification of the

compensation plan to assure that the pay grades, salary ranges, increments to mid-point, grade intervals and range spreads are comparable to those found in the local employment market. This market adjustment may either increase or decrease the salary range for any pay grade. A salary adjustment is a corresponding modification of an employee's salary, either increased or decreased, consistent with an approved market adjustment to the classification plan.

7.2 Market Adjustment - Sole Discretion of Village Council

The decision regarding whether a market adjustment will be made, and if so the pay grades affected and level of such market adjustment, is expected to be made in conjunction with the annual budget process. The Village Council shall have the sole discretion to determine if a market adjustment is needed, and whether, considering all relevant information, a market adjustment should be approved. Nothing herein shall be deemed to vest or grant any right to a market adjustment or a corresponding salary adjustment. The decision regarding whether any such adjustments will be granted is in the discretion of the Village Council and is subject to budgetary limits.

7.3 Market Adjustment - Recommendation from the Director of Employee Relations Human Resources

In conjunction with preparation of the annual Village budget, the Director of Employee Relations Human Resources shall review information regarding the compensation levels for equivalent positions within the suburban Chicago area, including but not necessarily limited to wage rates and benefits. Based upon this review the Director of Employee Relations Human Resources shall transmit to the Village Manager, along with supporting documentation, a recommendation regarding whether there should be a market adjustment to any pay grade within the compensation plan, and if so, what that market adjustment should be. It is expected that this recommendation and supporting documentation will be forwarded to the Village Manager not later than December 1st of each year.

7.4 Market Adjustment - Recommendation from the Manager

The Village Manager shall review the documentation submitted as well as the recommendation of the Director of Employee Relations Human Resources, and may require additional information as necessary to properly evaluate the recommendation. Following completion of this review, the Manager will transmit to the Village Council, along with supporting documentation, a recommendation regarding whether there should be a market adjustment to any pay grade within the compensation plan, and if so, what that market adjustment should be. It is expected that this recommendation and supporting documentation will be forwarded to the Village Council not later than the second regular meeting in January of each year.

7.5 Market Adjustment - Decision by Village Council

The Village Council shall review the documentation submitted as well as the recommendation of the Manager, and may require additional information as necessary to properly evaluate the recommendation. Following completion of this review, the Village Council will make the final decision regarding whether the compensation plan will be adjusted and, if so, the pay grades affected and the amount of the market adjustment. The Village Council shall adopt an ordinance approving the compensation plan for the upcoming fiscal year, either as currently configured, or as amended. It is expected that this decision will be rendered not later than the last regular meeting in January of each year.

7.6 Market Adjustment - Salary Adjustment

In the event the Village Council approves a market adjustment, the salary of those employees holding employment positions within the affected pay grades shall be adjusted accordingly on the effective date of the market adjustment.

7.7 Market Adjustment - Effective Date

Unless otherwise directed by the Village Council, the effective date for any

market adjustment and corresponding salary adjustments shall be November 1st.
effective for the first full pay period in November.

SECTION 8. TEMPORARY PROMOTION

8.1 Temporary Promotion - In General

On a temporary basis not to exceed ninety (90) days, a Senior Director may assign an employee to perform some or all of the duties of an employment position in a higher pay grade than that currently held by the employee. Such temporary promotions are to cover periods of heavy workloads and/or vacancies. The Senior Director shall complete a personnel action request (PAR) and submit this along with any supporting documentation to the Director of Employee Relations Human Resources. Such temporary appointment shall not begin until approved by the Village Manager.

8.2 Temporary Promotion - Temporary Salary Increases

During the period of temporary promotion, the employee salary level shall be increased as provided in Section 5.3 for promotions. The employee shall be eligible for merit increases and salary adjustments as provided in Section 6 and 7 of this Plan to the same extent as though the employee had been promoted to the position. At the conclusion of the temporary promotion, the employee's salary shall revert to the rate applicable to the employee prior to such temporary promotion, with normal merit increases and salary adjustments as permitted under Sections 6 and 7 of this Plan.

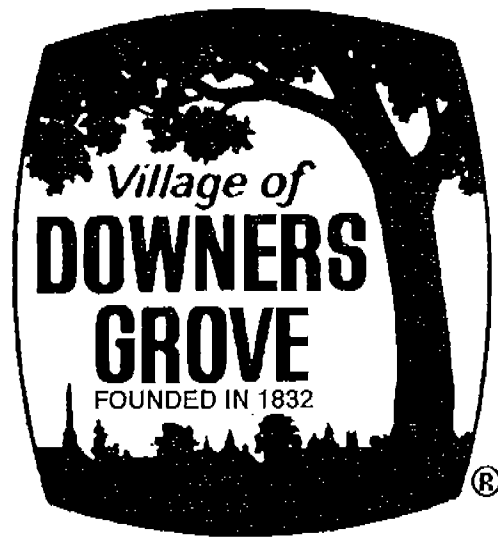
SECTION 9. ASSIGNMENT PAY

9.1 Assignment Pay - In General

Except as provided herein, employee's shall not be entitled to any additional compensation beyond that specified for their employment position within the compensation plan. A Senior Director may assign an employee to perform duties other substantially different than those normally included within the employment position currently held by the employee. In the event the Senior Director determines that such additional duties merit additional compensation beyond that specified for their employment position within the compensation plan, the Senior Director, with the approval of the Village Manager, may authorize assignment pay as provided herein. In such event the Senior Director shall complete a personnel action request (PAR) and submit this along with any supporting documentation to the Director of Employee Relations Human Resources. No employee shall be entitled to assignment pay except as expressly approved by the Senior Director and Village Manager with a PAR. Assignment pay for any employee may be terminated at any time at the sole discretion of the Village Manager.

VILLAGE OF DOWNERS GROVE

PERSONNEL MANUAL



Revised 3/01

TABLE OF CONTENTS

TABLE OF CONTENTS..... i

DISCLAIMER..... iv

SECTION 1 - GENERAL 1

1.1 Application and Administration 1

 1.1.1 Precedence of Board of Fire and Police Commissioners 1

 1.1.2 Precedence of Collective Bargaining Agreement 1

 1.1.3 Administration of Manual by Village Manager 1

 1.1.4 Manual Does Not Create Contract of Employment or Tenure Rights..... 1

1.2 Definitions..... 1

 1.2.1 Appoint or Appointed 1

 1.2.2 Appointee 1

 1.2.3 Appointee - Promotional 2

 1.2.4 Demotion..... 2

 1.2.5 Discharge 2

 1.2.6 Employee 2

 1.2.7 Employee - Hourly 2

 1.2.8 Employee - Salaried..... 2

 1.2.9 Employee - Shift 2

 1.2.10 Employee - Supervisor or Supervisory 2

 1.2.11 Employee - Non-Supervisory 3

 1.2.12 Employee - Part-Time..... 3

 1.2.13 Employee - Full-Time 3

 1.2.14 Employee - Temporary 3

 1.2.15 Employee - Exempt..... 3

 1.2.16 Employment - Non-Exempt..... 3

 1.2.17 Employment Classification Plan..... 3

 1.2.18 Employment Position 3

 1.2.19 Full Employment Status..... 4

 1.2.20 Manager..... 4

 1.2.21 PAR 4

 1.2.22 Promotion 4

 1.2.23 Reflection Day 4

 1.2.24 Reprimand - Oral..... 4

 1.2.25 Reprimand - Written..... 4

 1.2.26 Senior Director 4

 1.2.27 Shift Position..... 5

 1.2.28 Suspension 5

 1.2.29 Transfer..... 5

 1.2.30 Village 5

 1.2.31 24/48 Schedule 5

SECTION 2 - GENERAL PROVISIONS..... 6

2.1 Equal Opportunity in Employment..... 6

2.2 Sexual Harassment 6

2.3 Medical Examination 7

2.4 Qualification Period 7

 2.4.1 Qualification Period - Initial..... 7

2.4.2	Qualification Period - Promotional	7
2.4.3	Qualification Period - Part-Time Employees	7
2.4.4	Qualification Period - Performance Review	7
2.4.5	Qualification Period - Extension	8
2.4.6	Qualification Period - Status Upon Completion	8
2.5	Regular Performance Reviews	8
2.6	Relatives	8
2.7	Hours of Work	8
2.7.1	Work Schedule	8
2.7.2	Pay Period	8
2.8	Lunch and Rest Periods	9
2.9	Overtime and Bonus Compensation	9
2.9.1	Exempt Employees	9
2.9.2	Non-Exempt Employees	9
2.10	Communication with Elected Officials	9
2.11	Outside Employment	10
2.11.1	Permitted Under Conditions	10
2.11.2	Limitations on Outside Employment	10
2.12	Retirement	10
2.13	Provision for Work Equipment	10
2.14	Solicitation and Distribution	10
2.15	Bulletin Boards	11
2.16	Abandonment of Position	11
SECTION 3 - EMPLOYEE COMPENSATION		12
3.1	In General	12
3.2	Salaries	12
3.3	Benefits	12
3.4	Pension	12
3.5	Insurance Continuation	12
SECTION 4 - PAID LEAVE		13
4.1	Holidays	13
4.1.2	Holidays - General	13
4.1.3	Holidays - 24/48 Schedule	14
4.1.4	Holidays - Shift Employees	14
4.1.5	Holidays - Part Time Employees	15
4.2	Vacation	15
4.2.1	Eligibility for Vacation	15
4.2.2	Vacation Accrual Schedule	15
4.2.3	Exempt Employee Vacation Bonus	16
4.2.4	Scheduling Vacations	16
4.2.5	Accumulation of Vacation Time - Limitation	16
4.2.6	Accumulated Vacation at Separation	16
4.2.7	Advance Payroll Check	16
4.3	Sick Leave	17
4.3.1	Sick Leave Privilege - Eligibility	17
4.3.2	Sick Leave - Accumulation	17
4.3.3	Sick Leave - Use	17
4.3.4	Sick Leave - Reporting of Absence	17
4.3.5	Sick Leave - Doctor's Certificate Required	17

4.3.6	Sick Leave - Separation of Employment.....	18
4.4	Funeral Leave	18
4.5	Jury or Witness Duty.....	18
4.6	Disability Leave - Pension	19
4.7	Disability Leave - Worker' Compensation	19
SECTION 5 - UNPAID LEAVE		20
5.1	Leave of Absence - Family and Medical Leave Act	20
5.1.1	FMLA Leave - Serious Health Condition	20
5.1.2	FMLA Leave - Employee Health Condition	20
5.1.3	FMLA Leave - Birth, Adoption or Foster Care.....	21
5.1.4	FMLA Leave - Care of Sick Child, Spouse or Parent.....	21
5.1.5	FMLA Leave - Medical Certification.....	21
5.1.6	FMLA Leave - Scheduling Leave.....	22
5.1.7	FMLA Leave - Partial Absences	22
5.1.8	FMLA Leave - Denial	22
5.1.9	FMLA Leave - May Use Available Paid Leave.....	22
5.1.10	FMLA Leave - Benefits.....	23
5.1.11	FMLA Leave - Return From Leave	23
5.1.12	FMLA Leave - Resignation	23
5.2	General Leave of Absence	23
5.2.1	General Leave of Absence - Procedure	24
5.2.2	General Leave of Absence - Benefits	24
5.2.3	General Leave of Absence - Duration.....	24
5.2.4	General Leave of Absence - Return to Duty.....	24
5.2.5	General Leave of Absence - Resignation	25
5.3	Leave of Absence - Military Service	25
SECTION 6 - GRIEVANCES AND APPEALS		26
6.1	Grievances and Appeals Procedure	26
6.2	Step 1 - Written to Direct Supervisor	26
6.3	Step 2 - Appeal to Department Head.....	26
6.4	Step 3 - Appeal to Senior Director.....	27
6.5	Step 4 - Final Appeal to the Village Manager	27
SECTION 7 - POLITICAL ACTIVITY		28
SECTION 8 - DISCIPLINARY ACTIONS		28
8.1	General.....	28
8.2	Guide for Determining Unacceptable Behavior	28
8.3	Forms of Discipline	29
8.3.1	Oral Reprimands	29
8.3.2	Written Performance Reminders.....	29
8.3.3	Suspensions	29
8.3.4	Reflection Day	30
8.3.5	Demotion.....	31
8.3.6	Discharge	31
8.4	Appeals.....	31
SECTION 9 - CRIMINAL CHARGES		32
SECTION 10 - CLAIMS AND CIVIL SUITS		32

DISCLAIMER

Except for employees under the jurisdiction of the Board of Fire and Police Commissioners, employees of the Village are "at will" employees and may be removed at any time, with or without cause. This manual does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this manual. All provisions of this manual are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this manual implies or may be construed to imply that it or any portion thereof is an employment contract. Employment and compensation may be terminated by the Village with or without notice at any time at the option of the Village. In the event any of the provisions of this manual conflict with the laws of the State of Illinois or the United States Government, the latter shall take precedence.

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SECTION 1 - GENERAL

1.1 Application and Administration

This document shall be known as the Village of Downers Grove Personnel Manual. This Manual shall apply to employees of the Village of Downers Grove and is designed to assist employees in performing their duties and responsibilities. This Manual does not, and is not intended to, cover every aspect of Village operations. Rather, the intent is to enable employees to gain a better understanding of their role as a member of the Village staff and to provide general guidelines and procedures. The Manual may be amended at any time at the sole discretion of the Village. Res. 74-52 (10/21/74); Res. 76-51 (6/28/76); Res. 84-5 (1/9/84); Res. 86-35 (12/1/86); Res. 93-50 (11/29/93); Res. 97-5 (5/1/97).

1.1.1 Precedence of Board of Fire and Police Commissioners

Certain employees of the Fire and Police Department are under the jurisdiction of the Downers Grove Board of Fire and Police Commission. In case of a conflict between this Manual and any ordinance, statute or rule of the Board of Fire and Police Commission, the latter shall take precedence over this Manual. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.1.2 Precedence of Collective Bargaining Agreement

Any collective bargaining agreement between the Village and a recognized bargaining unit shall take precedence over this Manual. Res. 86-35 (12/1/86).

1.1.3 Administration of Manual by Village Manager

The Village Manager shall administer, or cause to be administered, the provisions of this Manual. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.1.4 Manual Does Not Create Contract of Employment or Tenure Rights

Except for employees under the jurisdiction of the Board of Fire and Police Commission, employees of the Village are "at will" employees and may be removed at any time, with or without cause. This manual does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this manual. All provisions of this manual are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this manual implies or may be construed to imply that it or any portion thereof is an employment contract. Employment and compensation may be terminated by the Village with or without notice at any time at the option of the Village. In the event any of the provisions of this manual conflict with the Laws of the State of Illinois or the United States Government, the latter shall take precedence.

1.2 Definitions

1.2.1 Appoint or Appointed

"Appoint" or "appointed" shall mean that an employee is or has been duly and officially placed in an employment position of the Village through the processing of a PAR, including all necessary approvals.

1.2.2 Appointee

An appointee is a person who:

- a. Has been appointed to an employment position with the Village; and,
- b. Was not, on the day immediately prior to the effective date of such appointment, an employee of the Village; and,
- c. Has not completed the initial qualification period as provided under Section 2.4 of this Manual.

1.2.3 Appointee - Promotional

A "promotional appointee" is an employee who has been promoted but has not completed their promotional qualification period as provided under Section 2.4 of this Manual.

1.2.4 Demotion

A "demotion occurs when an employee with full employment status is appointed to a different employment position which is classified in a lower pay grade than the employee's prior position as shown on the Employment Classification Plan. A demotion must be approved by the Village Manager and can be either voluntary or involuntary on the part of the employee and may be imposed for disciplinary or non-disciplinary reasons.

1.2.5 Discharge

Discharge is the permanent removal from employment with the corresponding permanent loss of all privileges of employment. An employee may be discharged for the good of the Village, with or without cause, which discharge shall be considered non-disciplinary.

1.2.6 Employee

An "employee" is a person who has been appointed to, and currently holds and performs the duties of, an employment position with the Village of Downers Grove.

1.2.7 Employee - Hourly

A "hourly employee" is an employee who is paid an hourly rate for the actual number of hours spent on duty during a specific pay period. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.8 Employee - Salaried

A "salaried employee" is an employee who is paid a fixed amount of money each pay period for service to the Village. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.9 Employee - Shift

A "shift employee" is an employee who is assigned to a shift position as designated by the Director of ~~Employee Relations~~ Human Resources. Res. 94-22 (6/6/94).

1.2.10 Employee - Supervisor or Supervisory

A "supervisor" or "supervisory employee" is an employee who has been appointed to a supervisory employment position as from time to time designated by the Village, within the Employment Classification Plan based upon the duties and responsibilities of the position. Res. 74-52 (10/21/74); Res. 84-29 (6/18/84); Res. 86-35 (12/1/86).

1.2.11 Employee - Non-Supervisory

A "non-supervisory employee" is an employee who has been appointed to a non-supervisory employment position as from time to time designated by the Village within the Employment Classification Plan, based upon the duties and responsibilities of the position. Res. 74-52 (10/21/74); Res. 84-29 (6/18/84); Res. 86-35 (12/1/86).

1.2.12 Employee - Part-Time

A "part-time employee" is an employee who has been appointed to a part-time employment position as from time to time designated by the Village within the Employment Classification Plan. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 92-6 (2/10/92).

1.2.13 Employee - Full-Time

A "full-time employee" is an employee who has been appointed to a full-time employment position as from time to time designated by the Village within the Employment Classification Plan.

1.2.14 Employee - Temporary

A "temporary employee" is an employee who has been appointed to a temporary employment position and, as such, is employed and scheduled to work for a limited and defined period or project, generally but not always for periods of less than six months of the year. This term includes individuals commonly referred to as seasonal employees. Temporary employees are not full employment status personnel and are not entitled to benefits associated therewith. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

1.2.15 Employee - Exempt

An "exempt employee" is an employee who has been appointed to an executive, administrative, or professional employment position as from time to time designated by the Village within the Employment Classification Plan. Exempt employees are paid on a salary basis, as provided by the Fair Labor Standards Act. ~~and are, therefore, not eligible for overtime compensation. However, exempt employees may be eligible for bonus compensation in accordance with Section 2.9.1(b) and 4.2.3 (a) of the Manual.~~ Such employees may be eligible for overtime pay or comp time at 1 1/2X their present hourly rate in those circumstances outlined in Section 2.9.1(b) and Section 4.1.2 of the Personnel Manual. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.2.16 Employee - Non-Exempt

A "non-exempt employee" is an employee who has been appointed to an employment position, which is not an executive, administrative, or professional employment position as from time to time designated by the Village within the Employment Classification Plan. Non-exempt employees are eligible for overtime compensation in accordance with the provisions of the Fair Labor Standards Act

as set forth in Section 2.9.2 of the Manual. Res. 74-52 (10/21/74; Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

1.2.17 Employment Classification Plan - Res. 94-38 (10/17/94); Res. 95-40 (9/10/95); Res. 95-57 (11/10/95); Res. 96-73 (10/23/96).

The "Employment Classification Plan" is the official program of the Village, as from time to time approved by the Manager and Village Council, which identifies and groups employment positions in the Village, sets salary levels for such positions, and sets forth the Village's salary adjustment procedures.

1.2.18 Employment Position

An "employment position" is a specific, budgeted job position with the Village.

1.2.19 Full Employment Status

"Full employment status" is defined as the status achieved by an employee eligible for benefits and remunerations afforded Village employees. To be on full employment status, an employee must have successfully completed the qualification period of employment and is either scheduled and working on a full-time basis as departmentally required, or is on approved paid holiday leave, paid vacation leave, paid sick leave, paid funeral leave or paid leave for jury or witness duty. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86); Res. 96-11 (2/13/96).

1.2.20 Manager

"Manager" shall mean the Village Manager of the Village of Downers Grove, or his designee.

1.2.21 PAR

"PAR" shall mean a Personnel Action Request, which is the form used by the Village to process changes in employment status, or disciplinary action.

1.2.22 Promotion

A "promotion" occurs when an employee with full employment status is appointed to a different employment position, which is classified in a higher pay grade from the employee's prior position as shown on the Employment Classification Plan. A promotion must be approved by the Village Manager.

1.2.23 Reflection Day

A reflection day is the temporary removal of an employee from employment for one day or more, without loss of pay or benefits.

1.2.24 Reprimand - Oral

Oral reprimands consist of a conference between the employee's supervisor or other Village official issuing the reprimand and the employee for the purpose of expressing disapproval of misconduct or poor work performance, clarifying applicable rules or standards of performance, policies and procedures and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.

1.2.25 Reprimand - Written

Written reprimands consist of a conference between the employee's supervisor or other Village official issuing the reprimand and the employee; and of a letter expressing disapproval of the misconduct or poor work performance clarifying applicable rules, policies or procedures and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.

1.2.26 Senior Director

The term ~~Senior~~ Director means and includes the Village Manager, the ~~Assistant~~ Deputy Village Manager, the Fire Chief, the Police Chief, the ~~Senior~~ Director of ~~Community Development~~, Planning Services the ~~Senior~~ Director of Economic Development, the ~~Senior~~ Director of ~~Finance and~~

Administrative Financial Services, the Senior Director of Public Works, and the Village Attorney, the Information Services Director, Human Resources Director, Director of Code Enforcement, and Director of Redevelopment.

1.2.27 Shift Position

"Shift Position" shall mean an employment position, as designated by the Director of ~~Employee Relations~~ Human Resources, which has a designated work schedule in those Village operations, such as Police and the Village Operations Center, which function on a twenty-four (24) hour basis every day of the year. Shift position shall not include any position on a 24/48 schedule or one covered in a collective bargaining agreement.

1.2.28 Suspension

A suspension is a temporary removal from employment, accompanied by a concurrent temporary loss of the privileges of employment, including, but not limited to salary and benefits.

1.2.29 Transfer

A "transfer" occurs when an employee with full employment status is appointed to a different employment position, which is classified in the same pay grade as the employee's prior position as shown on the Employment Classification Plan. A transfer must be approved by the Village Manager, but can be either voluntary or involuntary on the part of the employee.

1.2.30 Village

"Village" shall mean the Village of Downers Grove.

1.2.31 24/48 Schedule

A "24/48 schedule" shall mean the schedule of a fire department employee, who is not covered by a collective bargaining agreement, of 24 hours on duty followed by 48 hours off duty, which results in an average normal work week of 56 hours.

SECTION 2 - GENERAL PROVISIONS

2.1 Equal Opportunity in Employment

The Village is firmly committed to equality of opportunity in employment. It is the responsibility of the Manager to ensure that employment, training, compensation, promotion and other conditions of employment are provided without regard to race, color, religion, sex, national origin, ancestry, age, marital or parental status or unfavorable discharge from military service, and mental or physical disability unrelated to the employee's ability to perform the job, except where it is determined to be a bona fide occupational qualification. Furthermore, it is the responsibility of the Village Manager to ensure that the Village does not deny equality of opportunity to any qualified individual who is able, with or without reasonable accommodation, to perform the essential functions of the employment position which he or she holds or for which he or she applies. Res. 86-35 (12/1/86); Res. 92-6 (2/10/92).

2.2 Sexual Harassment - Res. 88-41 (8/29/88)

Sexual harassment is defined as unwelcome sexual advances, or other verbal or physical conduct of a sexual nature when:

(a) submission to such conduct is explicitly or implicitly a condition of employment; or,

(b) submission to or rejection of such conduct is the basis for employment decisions affecting such individual; or,

(c) such conduct has the purpose or effect of unreasonably interfering with such individual's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include but are not limited to unwelcome kidding, jokes, pressure for sexual activity, and physical conduct such as patting, pinching, or brushing someone's body. The Village will not tolerate sexual harassment of any of its employees and will take immediate positive steps to stop it when it occurs.

Employees who have complaints of sexual harassment by anyone at work, including any supervisors, co-employees, or visitors are urged to report such conduct to the Director of Employee Relations so that the Village may investigate and take steps to resolve any problems. Such complaints may be made orally or in writing to the Director of Employee Relations. In the event the complaint involves the Director of Employee Relations, or if the employee for any reason is uncomfortable in dealing with the Director of Employee Relations, the employee may go directly to the Assistant Village Manager.

The Village will endeavor to investigate all complaints as expeditiously and as professionally as possible. Where investigations confirm the allegations, appropriate corrective actions will be taken, including but not limited to disciplinary action pursuant to guidelines established in Section 8, Disciplinary Actions.

The Village will endeavor to maintain the information provided in the complaint and in the course of the investigation as confidentially as possible.

~~There shall be no retaliation against employees for good faith reporting of sexual harassment or assisting the Village in the investigation of a complaint. However, if after investigating a complaint of harassment, the Village determines that it was not made in good faith and is not bona fide, or that an employee has knowingly provided false information, appropriate disciplinary action may be taken. Res. 88-41 (8/29/88).~~

The Village shall provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by State and federal Law. The Village will not tolerate sexual harassment of any of its employees and will take immediate steps to stop it when it occurs.

Village employees shall not make sexual advances or request sexual favors or engage in 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 that individual; or when
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.

The terms intimidating, hostile or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal or physical conduct of a sexual nature. Sexual harassment may include, but is not limited to:

1. Repeated uninvited sex oriented verbal "kidding", or demeaning sexual innuendoes;
2. Unwelcome touching, such as patting, pinching, or constant brushing against another's body;
3. Suggesting sexual involvement to or demanding sexual involvement of any other employee where such person has made it clear that such a suggestion or demand is unwelcome; or,
4. Expressing humor or telling jokes about sex or gender specific traits.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

Employees are encouraged to report claims of sexual harassment to their immediate supervisor. If an employee does not feel comfortable reporting claims of sexual harassment to his/her immediate supervisor or if the immediate supervisor is the alleged harasser, an employee may report claims to the Director of his/her department. If an employee does not feel comfortable reporting sexual harassment complaints to the Director of the department, or if the Director is the alleged harasser, then an employee may report a sexual harassment complaint directly to the Director of Human Resources. Such complaints may be oral or written.

When a sexual harassment complaint is received by either an employee's immediate supervisor or Director, that individual will attempt to conciliate the problem, provided that the problem can be resolved to the satisfaction of all parties involved. If a complaint is resolved internally by the department, the immediate supervisor or Director shall document the complaint and its resolution and forward a copy to the Human Resources Department. He/she will also have the parties involved verify in writing that they are satisfied with the actions taken in response to the complaint.

If the complaint cannot be resolved within the department or if it requires further investigation, the immediate supervisor or Director shall report the complaint to the Human Resources Department. The Human Resources Department shall promptly begin an internal sexual harassment investigation. This investigation shall include interviewing the complainant, the accused, and any and all other parties who may possess information relevant to the complaint. The investigator shall take into consideration all relevant circumstances relating to the sexual harassment complaint. Where the investigations confirm the allegations, the Village shall take prompt corrective actions, including but not limited to, disciplinary action, up to and including discharge.

The right to confidentiality, both of the complainant and the accused, will be respected consistent with the Village's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

There shall be no retaliation against employees for good faith reporting of sexual harassment or assisting the Village in the investigation of the complaint. Res. 99-70 (11/2/99)

2.21 Discrimination

The Village shall provide employees an employment environment free from unlawful discrimination and/or harassment based on race, color, religion, national origin, age, gender, sexual orientation, marital status, or physical or mental disability. The Village will not tolerate discrimination and/or harassment of any of its employees and will take immediate positive steps to stop it when it occurs.

Village employees shall not engage in any conduct constituting discrimination and/or harassment on the basis of race, color, religion, national origin, age, gender, sexual orientation, marital status, or physical or mental disability.

Discrimination is any hostile or offensive act or expression against a person on the grounds of his/her race, color, religion, national origin, age, gender, sexual orientation, marital status or disability. Harassment is conduct, verbal or physical, towards another person or identifiable groups of persons that has the purpose or effect of:

1. Creating an intimidating or hostile work environment;
2. Unreasonably interfering with a person's work environment;
3. Unreasonably affecting a person's work opportunities; or
4. Causing an individual to feel intimidated, demeaned or abused.

Harassment may include display or circulation of written materials or pictures degrading to either gender or to racial, ethnic or religious groups; verbal abuse or insults directed at or made in the presence of members of a racial, ethnic or minority group.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding discrimination and/or harassment will likewise be subject to disciplinary action, up to and including discharge.

Employees are encouraged to report claims of discrimination and/or harassment to their immediate supervisor. If an employee does not feel comfortable reporting claims of discrimination and/or harassment to his/her immediate supervisor or if the immediate supervisor is the alleged accused, an employee may report claims to the Director of his/her department. If an employee does not feel comfortable reporting discrimination and/or harassment complaints to the Director of the department or if the Director is the alleged accused, then an employee may report complaints directly to the Human Resources Department. Such complaints may be oral or written.

When a discrimination and/or harassment complaint is received by either an employee's immediate supervisor or Director, that individual will attempt to conciliate the problem, provided that the problem can be resolved to the satisfaction of all parties involved. If a complaint is resolved internally by the department, the immediate supervisor or the Director shall document the complaint and its resolution and forward a copy to the Human Resources Department. He/she will also have the parties involved verify in writing that they are satisfied with the actions taken in response to the complaint.

If the complaint cannot be resolved within the department or if it requires further investigation, the immediate supervisor or the Director shall report the complaint to the Human Resources Department. The Human Resources Department shall promptly begin an internal investigation. This investigation shall include interviewing the complainant, the accused, and any and all other parties who may possess information relevant to the complaint. The investigator shall take into consideration all relevant circumstances relating to the complaint. Where the investigations confirm the allegations, the Village shall take prompt corrective actions, including but not limited to, disciplinary action, up to and including discharge.

The right to confidentiality, both of the complainant and the accused, will be respected consistent with the Village's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

There shall be no retaliation against employees for good faith reporting of discrimination and/or harassment or assisting the Village in the investigation of such complaints.

2.3 Medical Examination

All appointees to employment positions with the Village must undergo a medical examination at Village expense, by a physician designated by the Village, prior to commencement of their employment. From time to time, employees may also be required to undergo a medical examination, at Village expense, by a physician designated by the Village. The purpose of these examinations is to determine whether the employee is medically able, with or without reasonable accommodation, to perform the essential functions of the position involved. In addition, these examinations will be used to identify any pre-existing medical conditions for insurance purposes. The results of these tests shall be confidential and may only be used in compliance with the Americans with Disabilities Act. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

2.4 Qualification Period

2.4.1 Qualification Period - Initial

An appointee to a full-time employment position, prior to being accepted into full employment status, shall successfully complete an initial qualification period in accordance with the following

schedule. Provided, the qualification period does not include time taken for sick leave or leaves of absence.

(a) Employees under the jurisdiction of the Board of Fire and Police Commission shall complete a qualification period as mandated by the ordinances of the Village. Res. 74-52 (10/21/74); Res. 92-6 (2/10/92).

(b) All other employees shall complete an initial qualification period of six (6) months. Res. 74-52 (10/21/74); 86-35 (12/1/86); Res. 92-6 (2/10/92).

2.4.2 Qualification Period - Promotional

A promotional appointee shall successfully complete a promotional qualification period in accordance with the following schedule. Provided, the promotional qualification period does not include time taken for sick leave or leaves of absence.

(a) Promotional appointees under the jurisdiction of the Board of Fire and Police Commission shall complete a promotional qualification period as mandated by the ordinances of the Village.

(b) All other promotional appointees shall complete a promotional qualification period of six (6) months.

2.4.3 Qualification Period - Part-Time Employees

An appointee or promotional appointee to a part-time employment position shall successfully complete a qualification period of six (6) months. Res. 74-52 (10/21/74).

2.4.4 Qualification Period - Performance Review

During an initial or promotional qualification period, an employee's performance will be subject to a review based on performance, ability, attitude, and such other factors as may be deemed appropriate for such employment review. The qualification period is to be used in conjunction with other examinations to determine an employee's fitness for continued employment in the employment position. ~~At the conclusion of~~ During the qualification period, a determination shall be made as to the employee's fitness for continued employment in the employment position. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86).

2.4.5 Qualification Period - Extension

At the Manager's sole discretion, either an original or promotional qualification period may be extended for an additional term not to exceed the original period.

2.4.6 Qualification Period - Status upon Completion

An appointee to a full-time employment position who successfully completes his or her initial qualification period shall be considered upon full employment status. A promotional appointee to a full-time employment position who successfully completes his or her promotional qualification period shall be considered upon full employment status within the new position.

2.5 Regular Performance Reviews

All employees generally will have their performance reviewed no less frequently than ~~bi~~-annually and prior to any salary adjustment. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

2.6 Relatives

It shall be the policy of the Village not to employ relatives of elected Village officials. Relatives of Village employees may be employed, only by approval of the Manager, in cases where neither employee would be the direct supervisor of the other, where both were previously employed by the Village and the Manager determines that no conflict of interest will result in the continued employment of both, or where the position could not otherwise be filled. For purposes of this section the term "relatives" shall mean husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother. Res. 74-52 (10/21/74); Res. 81-56 (10/5/81); Res. 86-35 (12/1/86); Res. 88-41 (8/29/88).

2.7 Hours of Work

This section is intended to define the hours of work within various Village departments and provide the basis for calculation and payment of overtime, and provisions for paid and unpaid leave. However, this shall not be construed as a guarantee of hours of work per day or per work period. The duration and/or composition of the work period may be amended or altered by the Manager, based upon the work requirements of the Village. Res. 86-35 (12/1/86).

2.7.1 Work Schedule

The Manager shall provide for, and may from time to time amend by administrative order, the normal work schedule of each employment position within the Village.

2.7.2 Pay period - 86-35 (12/1/86)

(a) In general, the work period for employees is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day, during which employees are generally scheduled for 40 hours of work. Res. 88-41 (8/29/88).

(b) The work period for sworn and non-sworn personnel of the Police Department and Communication Operators is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59:59 p.m. Saturday, the seventh (7th) day, during which employees are generally scheduled for 40 hours of work per week.

(c) Except for the Chief and any Deputy Chief, the work period for sworn personnel of the Fire Department is defined as a consecutive twenty-eight (28) day period commencing at 7:00 a.m. Sunday and ending at 6:59:59 a.m. on the Sunday twenty-eight (28) days thereafter.

2.8 Lunch and Rest Periods

Lunch and rest periods shall be at times and locations scheduled and designated by the Senior Director. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

2.9 Overtime and Bonus Compensation - Res. 86-35 (12/1/86); 92-31 (6/192).

2.9.1 Exempt Employees

(a) Exempt employees generally are not entitled to overtime compensation.

(b) If an emergency or special event is declared by the Manager, an exempt employee who works during such emergency or special event may, ~~in addition to the employee's regular bi-weekly salary, receive bonus compensation at a rate equal to 2.5% of the employee's weekly salary for each hour worked. For the purpose of administration of this section, the annual Heritage Festival and the July 4th festivities in the Village of Downers Grove are to be considered as special events. Res. 92-31 (6/1/92).~~
be eligible for overtime pay or comp time at 1 ½ times his/her present hourly rate.

2.9.2 Non-Exempt Employees

(a) Any overtime work shall require approval of the ~~Senior~~ Director or the ~~Senior~~ Director's designee.

(b) All non-exempt employees of the Village of Downers Grove shall be compensated for overtime worked beyond their basic work period. The basic work period for such employees, and the compensation for overtime worked in excess of such period shall be determined in accordance with the overtime rules promulgated by the Manager. Res. 82-23 (5/17/82); Res. 92-31 (6/1/92).

2.9.3 Snow Plowing

All non-Public Works employees who work in the snow plowing detail of Public Works will be paid at a straight fee as designated by the Village Manager.

2.10 Communication with Elected Officials

The Managerial form of government requires that the Mayor and Village Council members deal with Village employees solely through the Manager. Therefore, all formal, official or business communication between employees and Village Council members shall occur through the Manager except as follows:

(a) At the request of any Village Council members, employees may provide information concerning operation of the employee's department. Provided that such communication shall comply with the following conditions:

1. Such information does not require special or extensive studies.
2. The employee reports such request to his or her supervisor or to the Manager within 24 hours.

(b) Informal, social, or casual communication between employees and Village council members elected officials shall be permitted and shall not be subject to the conditions established in sub-section (a) above. Res. 84-7 (1/98/84); Res. 86-35 (12/1/86).

2.11 Outside Employment

2.11.1 Permitted Under Conditions

Employees may engage in other employment outside of official duty hours providing that approval is secured from their Senior Director and that advanced written notice is given to the Director of ~~Employee Relations~~. Human Resources. Res. 74-52 (10/21/74).

2.11.2 Limitations on Outside Employment - Res. 80-38 (6/16/80).

Employees must recognize that their primary duty and responsibility is to the Village of Downers Grove, and that:

- (a) Outside employment shall not interfere with his/her effectiveness as a Village employee. Res. 74-52 (10/21/74).
- (b) Outside employment shall not interfere with an employee's response to emergency calls. Res. 74-52 (10/21/74).
- (c) Outside employment shall not place an employee in a position of conflict of interest with his/her Village employment. Res. 74-52 (10/21/74).
- (d) Under no circumstances shall Village Property be used by an employee in outside employment. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).
- (e) Outside employment shall not create the appearance of impropriety or of a conflict of interest with his/her Village employment.

2.12 Retirement

Mandatory retirement for sworn personnel in the Police and Fire Departments shall be at the age of 70. Such retirement shall be effective on the first working day after the employee's 70th birthday. Res. 75-6 (1/20/75); Res. 78-24 (5/8/78); Res. 86-35 (12/1/86).

2.13 Provision for Work Equipment

The Manager shall periodically issue specific guidelines, which outline the policies of the Village in providing certain equipment, clothing, tools, and other necessary work items to Village employees. Res. 86-35 (12/1/86).

2.14 Solicitation and Distribution - Res. 84-29 (6/18/84).

Employees are expected to devote their full attention to their assigned work during their working time. Accordingly, except for requests for contributions for gifts or receptions, held only during breaks or lunch periods, specifically to honor employees on their retirement, resignation from Village employ, or other events of personal significance, the following rules shall be in effect:

- (a) Except during authorized break periods such as lunch, employees may not solicit for or distribute literature during such employee's working time on behalf of any organization, charity or cause.

(b) Employees who wish to solicit for any organization, charity or cause during such employee's off-duty time may not disturb other employees when such other employees are working.

(c) Employees may not distribute literature on behalf of any organization, charity or cause in non-public areas of the Village. Employees may distribute literature on behalf of organizations, charities or causes in public access areas of the Village in accordance with the rules for such activities applicable to the general public. Res. 84-29 (6/18/84); Res. 86-35 (12/1/86).

2.14.1 Employees shall refrain from making referrals and/or recommendations for professional services during work time. Professional services shall include, but not be limited to: legal services, medical services, engineering services, plumbing services, architectural services, architectural services, etc.

2.15 Bulletin Boards

(a) Certain bulletin boards in non-public areas, as designated by the Manager, are reserved for exclusive use by the Village for official communications to employees, and may not be used by employees to post notices. An official bulletin board will be designated as such in each facility by the Village Manager for the Village Hall, the Police Chief for the Police Department, and the Fire Chief for each fire station.

(b) Certain bulletin boards in public areas, as designated by the Manager, are reserved for exclusive use by the Village for official communications to the public, and may not be used by employees to post notices.

(c) Certain bulletin boards in non-public areas, as designated by the Manager, may be used by employees to post notices. Provided, that the material posted may be removed by the Village if it is scandalous or indecent. Res. 84-29 (6/18/84); Res. 86-35 (12/1/86).

2.16 Abandonment of Position

When an employee is absent from work three (3) days or longer without communicating the cause for the absence to the ~~Senior~~ Director, this shall be construed as job abandonment and that the employee has resigned their employment position. Provided, in this event the ~~Senior~~ Director shall send notice to the employee by regular mail at the employee's address as shown on the records of the ~~Employee Relations~~ Human Resources Department. This notice shall advise the employee that the employee has been deemed to have resigned from their employment position with the Village, setting forth the basis therefore and advising the employee of their right to appeal pursuant to Section 6.4 of this manual.

SECTION 3 - EMPLOYEE COMPENSATION

3.1 In General

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal service agreement, the following provisions shall govern the pay practices of the Village. The Village's employment compensation program consists of the salary or wage paid, plus all benefits granted, to an employee. Only current, active duty employees are entitled to receive salary or wages from the Village. Except as otherwise expressly provided herein, only employees on full employment status are eligible to receive full benefits from the Village, or part time employees who are budgeted to work beyond 1000 hours annually are eligible to receive part-time benefits. Res. 74-52 (10/21/74) Res. 98-46 (8/3/99). See Employee Classification Plan.

3.2 Salaries

Employee salaries are set, and from time to time adjusted, by the Village Council as set forth in the Employment Classification Plan. Res. 74-52 (10/21/74); Res. 88-41 (8/29/88).

3.3 Benefits

Employee benefits are established and from time to time amended by the Village Council. In addition, paid and unpaid leave benefits are described in Sections 4 and 5 of this Manual. Collectively, these are known as the Village of Downers Grove Employee Benefit Program. Employees with questions should contact the Village Department of ~~Employee Relations~~, Human Resources.

3.4 Pension

In addition to Social Security, employees are generally included in one of three (3) separate pension funds: Illinois Municipal Retirement Fund for general service employees who are employed prior to their sixtieth (60) birthday at least one thousand (1000) hours per year; Fire Pension Fund for firefighters; and Police Pension Fund for police officers. Eligibility, participation, payroll deductions and benefits are as mandated by State and Federal laws.

3.5 Insurance Continuation

Employees may be eligible for a continuation of health insurance benefits, at the employee's expense, following separation from employment or placement on a disability status by the applicable pension board. Such eligibility and benefits are set forth in federal and Illinois laws regarding such programs and are administered by the relevant pension boards.

SECTION 4 - PAID LEAVE

4.1 Holidays

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal services agreement, the following provisions shall govern paid holidays by the Village. Holiday benefits for employees covered by any collective bargaining or written personal services agreement shall be as set forth in such agreements.

4.1.2 Holidays - General - Res. 94-22 (6/6/94).

The following holiday benefit program shall apply to all full time employees, except temporary employees, and those employees in the employment positions described in sections 4.1.3, 4.1.4 and 4.1.5 below:

- a. Full time employees are eligible for the following paid holidays - Res. 74-52 (10/21/74):

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Christmas Holiday
- b. All paid holidays shall be on the basis of eight (8) hours at such employee's regular rate of pay.
- c. In addition to the holidays listed in subsection (a) above, employees on full time employment status are entitled to sixteen (16) hours of paid time off, which is referred to as floating holiday time. Provided, employees engaged in completing a qualification period for a full employment status position are eligible to take annual floating holiday time after six (6) months of continuous service. Actual use of the floating holiday time is subject to the scheduling approval of the employee's supervisor, and must be taken within the calendar year. Employees shall not be allowed to carry over the floating holiday time from one calendar year to the next. Res. 86-35 (12/1/86); Res. 88-41 (8/29/88).
- d. Employees who work on a designated holiday will receive the following:
 - i. ~~If non-exempt, such employee shall be paid at a rate of time and one-half for the day. If exempt, such employee shall receive their regular pay plus a bonus payment equal to 10% of such employee's regular weekly salary.~~ All employees shall be paid at rate of time and one-half for the day.
 - ii. Such employee shall be eligible for equal time off as an alternate holiday, as scheduled by the department head only if employee has worked eight (8) hours or more on said holiday. Provided, such alternate holiday time off must be taken within ninety (90) days of the actual holiday.
- e. Except for departments normally scheduled to work on Saturdays or Sundays, when

a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. Res. 74-52 (10/21/74).

- f. When a holiday falls within an employee's vacation period, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance. Res. 74-52 (10/21/74).
- g. The floating Christmas holiday will be determined at the beginning of each calendar year by the Manager. Res. 86-35 (12/1/86).

4.1.3 Holidays - 24/48 Schedule

The following holiday benefit program shall apply to full time, non-temporary employees on a 24/48 schedule - Res. 74-52 (10/21/74); Res. 79-35 (8/13/79); Res. 94-22 (6/6/94):

- a. An employee on a 24/48 schedule is entitled to twelve (12) hours of paid time off as their holiday time for each of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Christmas Holiday
- b. In addition to the holidays listed in subsection (a) above, employees on a 24/48 schedule are entitled to twenty-four (24) hours of paid time off, which is referred to as floating holiday time. Provided, employees assigned to a 24/48 schedule after December 1st of any year shall not be entitled to such floating holiday time for that year.
- c. Holiday time as provided herein shall be available for use at any time in the calendar year. Actual use of holiday time under this section is subject to the scheduling approval of the Fire Chief.
- d. In the event an employee commences or ceases working a 24/48 schedule during a calendar year, such employee's holiday time shall be adjusted by deducting holiday time for any holiday listed in subsection (a) which precedes such commencement or follows such cessation. Appropriate credits and deductions shall be made for an employee who ceases working a 24/48 schedule during the calendar year.

4.1.4 Holidays - Shift Employees

The following holiday benefit program shall apply to full time, non-temporary shift employees - Res. 74-52 (10/21/74); Res. 94-22 (6/6/94):

- a. A shift employee is entitled to eight (8) hours of paid time off as their holiday time for each of the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Independence Day
Labor Day

Christmas Day
Floating Christmas Holiday

- b. In addition to the holidays listed in subsection (a) above, shift employees are entitled to sixteen (16) hours of paid time off, which is referred to as floating holiday time. Provided, employees assigned to a shift position after December 1st of any year shall not be entitled to such floating holiday time for that year.
- c. Holiday time as provided herein shall be available for use at any time in the calendar year. Actual use of holiday time under this section is subject to the scheduling approval of shift employee's department head.
- d. In the event an employee commences or ceases working in a shift position during a calendar year, such employee's holiday time shall be adjusted by deducting holiday time for any holiday listed in subsection (a) which precedes such commencement or follows such cessation. Appropriate credits and deductions shall be made for an employee who ceases working in a shift position during the calendar year.

4.1.5 Holidays - Part Time Employees - Res. 81-46 (7/6/81); Res. 94-22 (6/6/94); 98-46 (8/3/98)

The following holiday benefit program shall apply to non-temporary, part time employees:

~~a. Part time employees are eligible for holiday compensation at the rate of 1.5 times such employee's normal rate of pay for hours of actual work on the following holidays:~~

a. Part time employees shall receive four (4) hours holiday compensation at such employees's regular rate of pay for the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Christmas Holiday

~~b. The floating Christmas holiday will be determined at the beginning of each calendar year by the Manager. For purposes of this section 4.1.5, all other holidays shall be observed on the day they fall.~~

b. In addition to the holiday compensation set forth in Section 4.1.5 above, part time employees shall be paid at a rate of 1.5 times such employees normal rate of pay for hours of actual work on the holidays.

c. Except for departments normally scheduled to work on Saturdays or Sundays, when a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed the following Monday.

d. The floating Christmas holiday will be determined at the beginning of each calendar year by the Manager.

4.2 Vacation

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal services agreement, the following provisions shall govern paid vacation by

the Village. Vacation benefits for employees covered by any collective bargaining or written personal services agreement shall be as set forth in such agreements. Res. 74-52 (10/21/74); Res. 79-35 (8/13/79); Res. 80-38 (6/16/80).

4.2.1 Eligibility for Vacation

Except as noted below, only employees on full employment status are eligible for vacation time with pay. Employees completing the qualification period for a full employment status position may be eligible for vacation time with pay upon the approval of the Senior Director and Manager. Res. 86-35 (12/1/86).

4.2.2 Vacation Accrual Schedule - Res. 74-52 (10/21/74); Res. 76-51 (6/28/76); Res. 80-38 (6/16/80); Res. 81-38 (6/8/81); Res. 92-6 (2/10/92).

Vacation shall be accrued each pay period based upon the following schedule:

<u>Consecutive Employment</u>	<u>Annual Vacation Accumulation</u>	<u>Fire Dept. 24/48 Schedule</u>
One through four years	80 hours	120 hours
Five through ten years	120 hours	180 hours
Eleven years	144 hours	216 hours
Twelve years	152 hours	228 hours
Thirteen years or more	160 hours	240 hours

4.2.3 Exempt Employee Vacation Bonus

a. Generally, it is anticipated that exempt employees will work in excess of eighty (80) hours (one hundred and twelve (112) hours for exempt employees on 24/48 schedule) per bi-weekly pay period. When situations and events occur, planned or unplanned, which do not fit into the normal work day, it is expected that exempt employees work reasonable extra time to accomplish the task or assignment. Due to this expectation, exempt employees shall accrue five (5) days (40 hours for general exempt employees, 60 hours for exempt employees on 24/48 schedule) of additional vacation paid leave annually. This additional vacation leave shall be accrued each pay period on the same basis as regular vacation leave as provided in section 4.2.1. The time taken shall be scheduled and taken as vacation leave with the approval of the exempt employee's supervisor.

b. Each calendar year, exempt employees may designate up to forty (40) hours of accrued vacation time (60 hours for exempt employees on a 24/48 schedule) to be exchanged for payment. Such designation for payment must be made in writing and received by the ~~Employee Relations~~ Human Resources Director no later than October 1st of each year. Any payment made shall be based on the then current bi-weekly salary.

4.2.4 Scheduling Vacations

Vacation periods for employees shall be scheduled by the department head, taking into consideration the departmental work load and the needs and demands of the Village. Res. 74-52 (10/21/74); Res. 76-51 (6/28/76).

4.2.5 Accumulation of Vacation Time - Limitation

Employees shall be allowed to carry over up to, but not more than, 160 hours (240 hours for Fire Dept. employees on 24/48 schedule) of accumulated vacation from year to year, as time determined from the end of the first pay period of one year to the end of the first pay period of the following year. Res. 74-52 (10/21/74); 79-35 (8/13/79); Res. 82-22 (5/3/82); Res. 92-6 (2/10/92).

4.2.6 Accumulated Vacation at Separation

Except as otherwise provided for in a collective bargaining agreement, accumulated vacation time shall be paid at the time an eligible employee leaves Village employment, ~~provided that the employee has been employed by the Village for at least one year and has given at least two weeks' notice of resignation or retirement.~~ Provided, upon the death of an employee, such payment shall be made to the employee's designated life insurance beneficiary(ies) or, if none, estate. ~~Employees who are involuntarily dismissed or terminated for disciplinary reasons shall not be entitled to accumulated vacation pay.~~ Res. 74-52 (10/21/74); Res. 92-6 (2/10/92).

4.2.7 Advance Payroll Check

~~If an employee will be on vacation at the time a paycheck will be issued, the employee may request a payroll advance. A request for an advance payroll check must be forwarded to~~

Employee Relations at least two weeks prior to the effective date of the request (the date on which the advance payroll check is to be issued). Res. 97-55 (11/24/97).

4.3 Sick Leave Privilege

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal services agreement, the following provisions shall govern paid sick leave by the Village. Sick leave benefits for employees covered by any collective bargaining or written personal services agreement shall be as set forth in such agreements. Res. 90-6 (2/19/90).

4.3.1 Sick Leave - Eligibility

Except as expressly provided herein, only employees on full employment status are eligible for sick leave. Sick leave is a privilege, not a right, extended to full employment status employees. Employees engaged in completing the qualification period for a full employment status position may, upon approval of their Senior Director, be granted sick leave privileges. Sick leave may not be used to obtain additional vacation time. Abuse of sick leave privileges is sufficient cause for termination.

4.3.2 Sick Leave - Accumulation

Sick leave is accumulated on the basis of eight (8) hours for each full month of service. Res. 74-52 (10/21/74); Res. 77-5 (3/14/77); Res. 81-38 (6/8/81); Res. 86-35 (12/1/86); Res. 90-6 (2/19/90). For Battalion Chiefs in the Fire Department, sick leave is accumulated at 5.1 hours per pay period, 10.2 hours each month.

4.3.3 Sick Leave - Use

~~Generally,~~ Sick leave is to be used for periods of personal illness or injury. In addition to personal illness or injury, sick leave may be granted, at the discretion of the Director, for the following reasons:

(a) medical appointments which cannot be scheduled outside of working hours;

(b) illness or injury of a member of the employee's immediate family, which necessitates the employee's absence from work. For purposes of this section, the term "immediate family" shall mean husband, wife, children, father or mother, stepparents, brother, sister, or step child. Res. 86-35 (12/1/86).

4.3.4 Sick Leave - Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no later than one hour before the starting time on the day of the absence.

Res. 74-52 (10/21/74); Res. 79-35 (8/13/79); Res. 86-35 (12/1/86).

4.3.5 Sick Leave - Doctor's Certificate Required

The Village may require a doctor's certificate from employees who are absent. Said certification is at the employee's expense and may be requested when an employee has been absent due to illness or injury for a period of three (3) or more days; has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or in other circumstances as deemed appropriate by the Senior Director. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

4.3.6 Sick Leave - Separation of Employment - Res. 82-23 (5/17/82); Res. 86-35 (12/1/86); Res. 92-6 (2/10/92).

(a) For Village employees with ten (10) or more consecutive years of full-time employment with the Village, and who were hired before December 1, 1993, the Village will pay for accumulated unused sick leave up to a maximum of 960 hours, in the following cases:

(i) When such person resigns or retires in good standing following two (2) weeks notice; or,

(ii) When such person is subject to a nondisciplinary termination such as an economic lay off; or,

(iii) Upon such person's death, provided such death did not arise out of any event which would be cause for a disciplinary termination.

(b) In the case of an employee's death, such accumulated sick time will be paid to the employee's designated life insurance beneficiary(ies), or if none, estate. At the employee's request, the dollar value of the sick day buy-back may be applied to payment of health insurance premiums upon separation, according to the provisions of the law.

(c) The following shall not be eligible for payment of unused sick leave:

(i) An employee who was hired or rehired by the Village after December 1, 1993; or,

(ii) An employee who has previously separated from employment with the Village and received a pay out of sick leave benefits; or,

(iii) An employee who is the subject of a disciplinary termination.

4.4 Funeral Leave

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal services agreement, employees in full employment status may, in the event of death of an immediate family member and with approval from the Senior Director, be granted and compensated for up to three consecutive working days as funeral leave. For the purposes of this section, the term "immediate family member" shall mean husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, step-child, or step-parent, grandparents, and grandchildren.

Paid leave for this purpose will not be applicable in cases where the funeral occurs on a paid holiday, or any other case which would result in paying twice for the same time off. No additional

payment will be made if the employee is on leave of absence or is absent due to illness or injury.

4.5 Jury or Witness Duty

Except for employees covered by any collective bargaining agreement, or as otherwise provided in any written personal services agreement, employees in full employment status shall receive full pay for time not worked while serving on jury duty or testifying as a witness at the request of the Village, or testifying under subpoena to matters related to their employment with the Village. Provided, such employees shall endorse to the Village any payment received for such jury or witness duty. In addition, no employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees. Res. 74-52 (10/21/74).

4.6 Disability Leave - Pension

Employees may be eligible for disability leave and benefits under such employee's applicable pension program. Such eligibility and benefits are set forth in the Illinois laws regarding such programs and are administered by the relevant pension boards.

4.7 Disability Leave - Worker' Compensation

Employees may be eligible for disability leave and benefits under the Illinois Worker's Compensation laws. Such eligibility and benefits are set forth in the Illinois laws regarding Worker's Compensation.

SECTION 5 - UNPAID LEAVE

5.1 Leave of Absence - Family and Medical Leave Act - Res. 96-11 (2/26/96)

(a) Employees who have worked for the Village for the past twelve (12) months and have worked for at least 1250 hours may request up to 12 weeks in unpaid leave in accordance with the provisions of the Family and Medical Leave Act (FMLA leave) for the birth of a child, or related to a serious health condition of the employee, or the employee's spouse, parent or child.

(b) Application for FMLA leave shall be made in writing, stating the reasons for the request, the date desired for the start of the FMLA leave and probable date of return. Such request shall be directed to the Director of ~~Employee Relations~~ Human Resources.

(c) For purpose of these rules, in computing the 12 month period for FMLA leave privileges, the preceding 12 months from the date of the requested start of FMLA leave shall be used to determine the amount of available FMLA leave time for the employee.

(d) FMLA leave taken for any reason, including medical, family or child care leave, shall not exceed a maximum combined total of 12 weeks in any 12 month period.

5.1.1 FMLA Leave - Serious Health Condition

(a) For purpose of FMLA leave, a serious health condition is a disabling physical or mental illness, injury, impairment, or condition, and:

- (i) Inpatient care in a hospital, a nursing home, or a hospice; or
- (ii) Outpatient care requiring continuing treatment by a health care provider.

(b) A serious health condition is intended to cover conditions and illnesses that:

- (i) affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery; or
- (ii) affect the health of the child, spouse or parent such that he or she is unable to participate in school or regular daily activities on a recurring or continuing basis.

(c) Examples of "serious health conditions" include heart attacks, heart bypass operations and procedures, "most cancers", back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorder, injuries from serious accident, ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth.

5.1.2 FMLA Leave - Employee Health Condition

Subject to the restriction set forth in Section 5.1(d), an employee with a serious health condition that

renders the employee unable to work is entitled to up to 12 weeks of FMLA medical leave in any 12-month period.

5.1.3 FMLA Leave - Birth, Adoption or Foster Care

(a) Subject to the restriction set forth in Section 5.1(d), an employee is entitled to up to 12 weeks of FMLA family leave in any 12-month period for any of the following events:

- (i) Birth of the employee's child; or
- (ii) Placement of child for adoption or as precondition to adoption; or
- (iii) Placement of a child in foster care.

(b) Entitlement to FMLA family leave under this section expires 12 months after birth, adoption or placement.

(c) Spouses who are employed by the same employer are only entitled to one 12-week FMLA family leave. Provided, this time may be split between such employees.

5.1.4 FMLA Leave - Care of Sick Child, Spouse or Parent

(a) Subject to the restriction set forth in Section 5.1(d), an employee is entitled to up to a maximum of 12 weeks of FMLA family leave in any 12 month period to care for the employee's child, spouse, or parent who has a serious health condition.

(b) To "care for" includes caring for either physical or psychological needs.

5.1.5 FMLA Leave - Medical Certification

(a) When an employee requests FMLA medical leave or FMLA family leave to care for a child, spouse or parent, the Village may require an employee to provide medical certification from an appropriate health care provider. However, the only information the Village will require the employee to provide in this certification is:

- i. That the employee or family member has a serious health condition;
- ii. The date the serious health condition commenced and its probable duration;
- iii. The medical facts regarding the serious health condition; and
- iv. If employee medical leave, a description of the extent to which the employee is unable to perform his or her job duties; or
- v. If family medical leave, that the employee is needed to care for the child, spouse or parent and the amount of time needed to provide the care.
- vi. If the employee is requesting partial or intermittent leave, the employer may request verification of the schedule of treatment.

(b) For employee FMLA medical leave the Village may, at the Village's expense, require the employee to obtain the opinion of a second health care provider chosen by the Village. If the employee chosen and the Village's health care providers disagree about any of the information in the certification, the parties will mutually select a third medical provider at the Village's expense. The decision of the third provider shall be final and binding.

5.1.6 FMLA Leave - Scheduling Leave

(a) Advance notice is required for foreseeable or planned leave. An employee must provide the Village with at least 30 days notice of the need for FMLA leave for birth, adoption, foster care or planned medical treatment when the need for the leave is foreseeable. In any case in which the need for FMLA leave is foreseeable based on planned treatment or supervision the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operation.

(b) When the need for a FMLA leave request is unforeseeable, notice should be as soon as practicable.

5.1.7 FMLA Leave - Partial Absences

(a) Some FMLA leave can be taken intermittently or on a reduced schedule. By way of example, employees may take leave in noncontinuous increments, e.g., every afternoon, every Friday, one week each month, etc..

(b) Family leave for birth, adoption or foster care can only be taken on an intermittent or reduced leave basis with the approval of the Manager.

(c) Medical leave may be scheduled as medically necessary.

(d) The Village may temporarily transfer an employee after taking intermittent or reduced scheduled leave to an employment position more suitable for recurring periods of absence to better accommodate the leave. Employee wages and benefits will remain the same as though no transfer had occurred during the transfer period.

5.1.8 FMLA Leave - Denial

(a) The Manager may deny a requested FMLA leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.

(b) The Village may deny a requested leave if the employee does not provide the required medical certification after being requested to do so unless the employee was unable to comply because of the need for emergency health care.

5.1.9 FMLA Leave - May Use Available Paid Leave - Res. 96-11 (2/13/96)

(a) For family leave for birth, adoption or foster placement, an employee may utilize available paid vacation and personal (floating holiday time) leave before unpaid FMLA leave is commenced.

(b) For medical leave for a personal or family serious health condition, an employee may utilize available paid sick, vacation and personal (floating holiday time) leave before unpaid

FMLA leave is commenced. For purpose of this section, accumulated sick leave shall be considered as available only to the extent that the sick leave privilege may be used pursuant to section 4.3.3 of this Manual.

(c) Paid leave taken as provided in sub-section (a) and (b), above, shall be counted as FMLA leave against the total FMLA leave permitted within any 12 month period.

5.1.10 FMLA Leave - Benefits - Res. 96-11 (2/13/96)

(a) During the period an employee is on FMLA leave, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began.

(b) Employees using accrued paid sick, vacation and personal (floating holiday time) benefits as part of their FMLA leave remain on full employment status and continue to accrue, and may utilize, benefits during such paid portion of their FMLA leave. Such accrual and use will cease if and when such employee goes on FMLA leave not covered by accrued paid sick, vacation and personal (floating holiday time) benefits.

(c) Except as provided herein, an employee is not entitled to accrue employment benefit while on FMLA leave. This includes, but is not necessarily limited to, sick, vacation and holiday leave benefits.

5.1.11 FMLA Leave - Return from Leave

(a) A return date shall be agreed to by the employee and the Village Manger at the time FMLA leave is granted. Generally, this will be the probable return date specified in the employee's application, but must always be within the permitted FMLA leave period.

(b) An employee may advance the designated return date by serving written notice on the Manager not less than 30 days before the desired alternative return date. Provided, such alternative return date must be within the FMLA leave period available to the employee. The Manager may waive such thirty-day notice if the employee requests to promptly return and an employment position is available.

(c) An employee may request an extension of the FMLA leave by making application to the Village in the same manner as on the original application. Provided, such extension may not be granted in excess of the total FMLA leave period available to the employee.

(d) An employee returning from FMLA leave will be placed in the employment position held before the leave began, if the employment position is vacant. If the former employment position is not vacant, the employee will be returned to an equivalent employment position having equivalent employment benefits, pay, and other terms and conditions of employment.

5.1.12 FMLA Leave - Resignation

An employee who fails to return from a FMLA leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned the employment

position with the Village.

5.2 General Leave of Absence

Employees who have full employment status may request a general unpaid leave of absence for personal matters, such as education. The decision to grant such leave shall be at the sole discretion of the Manager. Such leave may be requested for:

- (a) The continuation of or completion of a pursuit of a degree.
- (b) To recover their own health or attend to family illness.
- (c) To take care of other personal matters.

5.2.1 General Leave of Absence - Procedure

(a) Employees may submit a written request to their department head asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Senior Director shall be forwarded to the Manager for authorization.

(b) Authorization for such a leave shall be within the sole discretion of the Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.

(c) An employee is required to exhaust available paid vacation and personal (floating holiday time) leave before unpaid general leave of absence is commenced.

5.2.2 General Leave of Absence - Benefits

(a) For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave.

(b) With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave. This includes, but is not necessarily limited to, vacation, sick and holiday leave.

5.2.3 General Leave of Absence - Duration

A general leave of absence may be granted for up to twelve (12) workweeks. Extensions may be granted for additional periods of up to twelve (12) additional workweeks, not to exceed a total of twenty-four (24) workweeks. In addition, automatic extensions may be granted as provided in section 5.2.4.

5.2.4 General Leave of Absence - Return to Duty

(a) A return date shall be agreed to by the employee and the Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.

(b) An employee may request to advance the designated return date by serving written notice on the Manager not less than 30 days before the desired alternative return date. The Manager may waive such thirty-day notice if the employee requests to promptly return and an employment position is available.

(c) An employee may request an extension of the general leave by making application to the Village in the same manner as on original application. Provided, such extension may not be granted in excess of the limits set forth in section 5.2.3.

(d) An employee returning from a general leave will be placed in the employment position held before the leave began, if the employment position is vacant. If, the former employment position is not vacant, the employee may be returned to the most equivalent, available employment position with the Village for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available. If, the former employment position is not vacant, and no alternative employment position is available, the leave period shall be automatically extended and the employee shall be given the next available employment position for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available.

(e) Prior to reinstatement after a general leave of absence, an employee must present to the ~~Employee Relations~~ Human Resources Department a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

5.2.5 General Leave of Absence - Resignation

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

5.3 Leave of Absence - Military Service

Military leave shall be granted in accordance with applicable law. Res. 74-52 (10/21/74); Res. 92-6 (2/10/92).

SECTION 6 - GRIEVANCES AND APPEALS

6.1 Grievances and Appeals Procedure

Employees are encouraged to promptly discuss with their supervisor any work-related problem. It is the policy of the Village of Downers Grove to endeavor to conduct personnel actions that are fair and to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. However, it is recognized that certain issues may not be resolved in this manner, and, therefore, a formal written procedure has been established for employees to pursue an appeal. Res. 81/38 (6/8/81).

The Director of ~~Employee Relations~~ Human Resources is available to the employee and the supervisor to discuss the problem and the appeal procedure. In any case, the Director of ~~Employee Relations~~ Human Resources shall be notified of such appeal. In certain unusual circumstances it may be justified for the employee to talk to the Director of ~~Employee Relations~~ Human Resources initially.

6.2 Step 1 - Written to Direct Supervisor

An employee who wishes to appeal an action taken by his/her direct supervisor shall file a written statement with the direct supervisor within seven (7) calendar days from the effective date of the supervisor's action. Such written statement shall state:

- (a) the action which is being appealed; and
- (b) the reason(s) the action is being appealed.

The supervisor shall be responsible for making inquiry into the facts and circumstances of the appeal and providing the employee with a written decision within seven (7) calendar days after receipt of the statement. A copy of this decision is to be given to the ~~Senior~~ Director, the Department Head and the Director of ~~Employee Relations~~ Human Resources. Res. 74-52 (10/21/74); Res. 81-38 (6/8/81).

6.3 Step 2 - Appeal to Department Head

If an employee wishes to appeal an action taken by his department head, or if the employee has pursued an appeal under step 1 of this section and is not satisfied with the decision of his direct supervisor, the employee may appeal the action or decision to the department head as provided herein. The appeal shall be in writing and shall be filed within seven (7) calendar days from the effective date of the department heads action or the supervisor's decision. Such written statement shall state:

- (a) the action which is being appealed; and
- (b) the reason(s) the action is being appealed.

The Department Head shall make a separate investigation and provide the employee with a copy of the written findings and decision within seven (7) calendar days after receipt of the employee's appeal. A copy of the decision shall be provided to the ~~Senior~~ Director and Director of ~~Employee Relations~~ Human Resources.

Res. 74-52 (10/21/74); Res. 81-38 (6/8/81).

6.4 Step 3 - Appeal to Senior Director

If an employee wishes to appeal an action taken by his Senior Director or the Manager, or if the employee has pursued an appeal under step 2 of this section and is not satisfied with the decision of his department head, the employee may appeal the action or decision to the Senior Director as provided herein. The appeal shall be in writing and shall be filed within seven (7) calendar days from the effective date of the senior director action or the department head's decision. Such written statement shall state:

- (a) the action which is being appealed; and
- (b) the reason(s) the action is being appealed.

The Senior Director shall review all information related to the appeal and perform a separate investigation. Within seven (7) calendar days after receipt of the appeal, the Senior Director shall provide a written copy of the findings and decision to the employee, the Director of Employee Relations, Human Resources and the Manager.

6.5 Step 4 - Final Appeal to the Village Manager

If the employee has pursued an appeal under step 3 of this section and is not satisfied with the decision of the Senior Director, the employee may appeal the decision, in writing, within seven (7) calendar days of the Senior Director's decision to the Manager. Such written statement shall state:

- (a) the action which is being appealed; and
- (b) the reason(s) the action is being appealed.

The Manager, or the Manager's designee, shall consider the information provided and may, at the Manager's sole discretion, conduct an informal meeting with the employee and other involved individuals. The Manager will render in writing his findings and decision within fourteen (14) calendar days after receiving the request for review, or as otherwise extended with the consent of the employee. Copies of the finding and decision shall be provided to the employee, the Director of Employee Relations and Senior Director. Res. 74-52 (10/21/74); Res. 80-38 (6/16/80); Res.81-38 (6/8/81); Res. 86-35 (12/1/86).

SECTION 7 - POLITICAL ACTIVITY

All employees are urged to exercise their individual right to vote as citizens. No employee may use his or her official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities while at work, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village.
Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

SECTION 8 - DISCIPLINARY ACTIONS

8.1 General

(a) Except for employees under the jurisdiction of the Board of Fire and Police Commission, employees of the Village are "at will" employees and may be removed at any time, with or without cause. Adverse actions taken regarding an employee shall be classified as either disciplinary or non-disciplinary in nature.

(b) Employees are expected to maintain reasonable standards of conduct and performance, and display a proper regard for the welfare and rights of other employees and the citizens of Downers Grove. To insure that employees clearly understand the policies, rules, and procedures, and that disciplinary actions are applied on an equitable and consistent basis, certain guidelines have been established. Provided, nothing herein is intended, nor should it be interpreted as, requiring cause to discharge an employee.

(c) Although an employee may be discharged for the good of the service, with or without cause, in general, where a disciplinary action is considered, in determining the degree or type of discipline applicable to an offense, the decision maker shall take into account the seriousness of the offense, the employee's previous work record, and other such information related to the offense. It is the general policy of the Village to apply progressive discipline where possible. However, persons who commit serious first offenses will receive appropriate discipline, up to and including discharge. The Director of ~~Employee Relations~~ Human Resources is available for any consultation on disciplinary action and shall be advised in writing by the appropriate ~~Senior~~ Director of such in all cases that progress beyond oral reprimand.

(d) Nothing herein shall apply to reductions in force or job reassignments due to reorganization or economic decision of the Village. The Village reserves the sole right to determine manpower and staffing levels, as well as organizational structure. Any demotion, reassignment or discharge arising out of such reorganization or economic decision shall not be considered discipline.

Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

8.2 Guide for Determining Unacceptable Behavior

In addition to other guidelines outlined in this Manual, administrative regulations of the Manager, and relevant rules of the various departments, the Village has established certain minimum standards of conduct. The following are examples of acts and practices for which disciplinary action is

appropriate. The illustrations of offenses listed are not intended to be all-inclusive; rather, the illustrations provide a general guide for determining unacceptable behavior.

1. Incompetency, inefficiency, or negligence in the performance of duties.
2. Any act which endangers the safety, health, or well-being of an employee or citizen, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the Village.
3. Possession or being under the influence of intoxicating liquor or drugs on Village property, or while operating Village equipment, or while performing the duties associated with the employee's position.
4. Theft or willful destruction of Village property or the property of another employee.
5. Use of Village equipment, property, or material for performing personal or for any other inappropriate purpose.
6. Falsification or alteration of time sheets, personnel records, employment applications or any other Village records.
7. Repeated absences, tardiness, or leaving early; abuse of sick leave privileges; absence without leave.
8. Refusal to comply with the instructions or directions of supervisors.
9. Insubordination or breach of discipline.
Res. 86-35 (12/1/86).

8.3 Forms of Discipline

8.3.1 Oral Reprimands

Oral reprimands will be used for minor misconduct or performance problems or for first offenses where the offense is not of a sufficiently serious nature to warrant more severe disciplinary action. An oral reprimand is the lowest level of discipline. ~~Records of oral reprimands will be maintained in employee personnel files.~~

8.3.2 Written Performance Reminders

Written reprimands will be used for repeated misconduct of a minor nature or for more serious misconduct which does not warrant suspension, a reflection day, dismissal or demotion. A written reprimand is considered more serious than an oral reprimand, but less serious than a suspension, reflection day or demotion. Copies of written reprimands shall be maintained in employee personnel files.
Res. 74-52 (10/21/74).

8.3.3 Suspensions - Res. 86-35 (12/1/86).

(a) A suspension is used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a more minor nature. A suspension is considered equivalent to a reflection day, more serious than a written

reprimand, but less serious than a discharge. Provided, no suspension shall be imposed against any employee who is classified as exempt under the Fair Labor Standards Act and regulations adopted relevant thereto. The rules set forth herein shall apply only to the extent they do not conflict with the Fair Labor Standards Act and regulations adopted relevant thereto.

(b) Except as provided herein, a department head or ~~Senior~~ Director may suspend an employee for a maximum of three days. Such order of suspension shall be in writing with a copy to the ~~Senior~~ Director if issued by a department head, and Director of ~~Employee Relations~~, Human Resources no later than three business days before commencement of the suspension. For suspension periods longer than three (3) days, approval of the Manager must be obtained prior to commencement of the suspension. Res. 74-52 (10/21/74).

(c) A department head may verbally order an employee suspended on an emergency basis not longer than two business days. Within one business day following issuance of such emergency suspension, the department head shall prepare a written report to the ~~Senior~~ Director, with a copy to the employee and the Director of ~~Employee Relations~~, Human Resources stating the basis for the suspension and the need for immediate action. The ~~Senior~~ Director shall review this report and may reverse, sustain, or modify the emergency order of suspension, up to and including discharge.

(d) In the event any order of suspension is reversed or reduced, the employee shall be paid any lost wages or benefits.

8.3.4 Reflection Day.

(a) A reflection day is used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a more minor nature. A reflection day is considered equivalent to a suspension, more serious than a written reprimand, but less serious than a demotion or discharge. A reflection day is to be used by an employee to evaluate the events giving rise to this action and their desire for, and commitment to, continued employment with the Village of Downers Grove.

(b) A ~~Senior~~ Director, with the concurrence of the Director of ~~Employee Relations~~, Human Resources may impose a reflection day on an employee.

(c) Immediately upon return to active duty following a reflection day, the employee shall provide his/her ~~Senior~~ Director with a written notice that:

i. The employee has elected to resign from employment with the Village of Downers Grove; or

ii. The employee will address and rectify the specific problem or issue, which gave, rise to the reflection day and will make a bona fide and good faith commitment to cause future performance to meet Village standards. This notice shall set forth, in general terms, the steps to be taken by the employee to address these problems or issues, and implement this commitment. (The employee can ask assistance from the ~~Employee Relations~~ Human Resources Department).

The failure to provide any written notice, or a frivolous or bad faith notice under sub-section (ii) shall be treated as an election to resign employment.

(d) In the event the employee provides a bona fide good faith notice under section (c) (ii) above of their desire to continue employment with the Village, the employee and the employee's ~~Senior~~ director and supervisor shall meet with the Director of ~~Employee Relations~~ Human Resources and prepare an employee action plan. This employee action plan will include the following, when appropriate:

(i) The specific steps to address and rectify the problem or issue which gave rise to the reflection day, and,

(ii) Future performance standards and expectation; and,

(iii) Such other actions, steps, information and commitments as may be appropriate.

(iv) The time frame for the employee action plan, or any particular part thereof.

(e) In the case of any disagreement, the ~~Senior~~ Director shall have the final authority to establish the specific terms of the employee action plan.

(f) An employee who fails to substantially fulfill and meet the terms and conditions of the employee action plan shall be subject to discharge.

(g) A copy of the action plan, signed by the employee, supervisor, and ~~Senior~~ Director is placed in the employee's personnel file.

8.3.5 Demotion - Res. 86-35 (12/1/86).

A disciplinary demotion will be used to punish serious misconduct, which does not warrant discharge and may be used in lieu of, or in addition to, other forms of discipline. A disciplinary demotion must be approved by the Manager.

8.3.6 Discharge - Res. 86-35 (12/1/86).

In general, discharge as a form of discipline will be used for serious misconduct or performance problems and/or repeated misconduct or performance problems of a less severe nature. Provided, an employee may be discharged for the good of the Village, with or without cause, which discharge shall be considered non-disciplinary. Discharge must be approved by the Manager. Res. 74-52 (10/21/74); res. 810-38 (6/8/81); Res. 86-35 (12/1/86).

8.4 Appeals

An employee may appeal any disciplinary action, other than an oral reprimand, in accordance with the provisions of Section 6 of this Manual. Res. 74-52 (10/21/74); Res. 86-35 (12/1/86).

SECTION 9 - CRIMINAL CHARGES

An employee charged with any criminal offense is expected to continue attending all their employment duties with the Village, unless a leave of absence has been granted. At the sole discretion of the Manager, as determined necessary for the good of the Village an employee charged with a serious criminal offense may be suspended with pay pending resolution of the criminal proceeding or for such other time period as the Manager may direct. The Manager may terminate such suspension period at any time. Nothing herein shall bar disciplinary action against such employees, up to and including discharge, based upon the acts or omissions of the employee that gave rise or are related to the pending criminal charge.

Res. 74-52 (10/21/74).

SECTION 10 - CLAIMS AND CIVIL SUITS

Employees who receive notice of any suit or claim against an employee for injury and damages suffered by another, arising out of acts or omissions of the employee while acting within the scope of such employee's employment, shall serve notice of such claim or suit by delivering a copy to the office of the Village Attorney on the next business day following receipt. All employees shall cooperate and assist in the processing and defense of such claims and suits, as well as any claim or suit against the Village in general, as requested by the Village attorney or his or her designee. Employees shall not discuss or provide information regarding any claim or suit involving the Village, or its employees acting within the scope of their employment, except as authorized by the Village attorney or his or her designee.

SECTION 11 - EMPLOYEE DRUG AND ALCOHOL USE

In order to protect the public and to ensure a healthful work place, the Village may require employees to submit to a urinalysis and/or other appropriate drug and alcohol testing prior to hiring or promotion or subsequent to any on-the-job injury or accident. In addition, the Village may also test an employee whenever there is a reasonable suspicion of drug or alcohol abuse. Refusal to submit to such testing or the unlawful use of drugs shall be cause for discipline including discharge.

The results of any drug or alcohol testing shall be sent to the Village but shall remain confidential to the extent possible under applicable law. If the results of the test are positive, the employee may be advised confidentially to seek assistance and may be provided a reasonable period of time for rehabilitation. Provided, nothing herein shall be interpreted to prohibit the imposition of discipline up to and including discharge. In addition to any discipline which may be imposed, if an employee tests positive, the employee will be subject to random testing for the following year. If an employee subject to such random test again tests positive, the employee will be subject to further discipline, including discharge.

Res. 92-6 (2/10/92).

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