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CHAPTER 4

EMPLOYEE AND PERSONNEL REGULATIONS

ARTICLE 1

FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE  
ACTION REQUIREMENTS FOR CONTRACTS WITH THE  
CITY OF COUNTRY CLUB HILLS

4.1.01. DECLARATION OF POLICY:

It is hereby declared to be the public policy of the City of Country Club Hills, without in any way precluding the City or any employer providing goods or services to the city from selecting between persons of equal merit, ability and capabilities, to encourage equal employment opportunity without discrimination because of race, color, religion, sex, sexual harassment, national origin, ancestry, place of birth, age, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question and to concurrently protect the City or any employer providing goods or services to the City from unfounded charges of discrimination.

It is also hereby declared to be the public policy of the City of Country Club Hills to not contract with any contractor, purchase goods or services from any vendor, maintain any financial relations with any financial institution, use the services of any labor organization or member thereof, or use the services of any employment agency which is found to have

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discriminated against any employee or applicant because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, marital status, age, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question. It shall further be the public policy of the City to not contract with any contractor, unless said contractor shall ensure that any and all subcontractors shall seek qualified employees without regard to race, color, religion, sex, sexual harassment, national origin, marital status, ancestry, place of birth, age, political affiliation or physical or mental handicap which would not interfere with the efficient performance of the job in question. Any and all contracts entered into by the city shall ensure that provisions are included in any contracts made with subcontractors to bind them to the provisions of this Article.

#### 4.1.02. DEFINITIONS:

For the purposes of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. Acre. The chronological age of a person who is at least 40 years old.
- B. Child. A biological, adopted or foster child; stepchild, a legal ward, or a child of person standing

in loco parentis who is under 18 years of age; or if 18 years or older, incapable of self-care because of mental or physical disability.

C. Contractor. Any person who contracts with the City. .

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- D. Discriminate and Discrimination. Any difference in treatment based on race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, marital status, age, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question.
  
- E. Eligible Employee . An employee who has been employed by the City of Country Club Hills for at least 12 months and has worked for at least 1,250 hours during the previous 12-month period.
  
- F. Employ. To use or be entitled .to the use and benefit of the services of a person as`an employee.
  
- G. Employee. Any and all persons who perform services for any employer for compensation, whether in the form of wages, salary, commission or otherwise, excluding the parents, spouse or children of the employer.
  
- H. Employer.' Any person who is a party to a contract with the City for goods or services, including a contractor, vendor, financial institution, labor organization or member thereof, or employment agency, but excluding any not-for-profit corporation or association organized for fraternal or religious purposes, or any school, educational, or charitable institution owned and conducted by, or affiliated with, a church or religious institution. The term "employer" expressly includes the City of Country Club Hills, and any department, unit, agency or commission thereof.
  
- I. Employment. The state of being employed as an employee by an employer.
  
- J. Employment Agency. Any person, labor organization, or labor union having a hiring hall or hiring office regularly undertaking with or without compensation, to procure opportunities to work, or to procure, recruit, refer or place employees.

K. Health Care Provider means:

- a. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or

- b. podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and
  - c. nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law.
- L. Hire. To engage or contract for, or attempt to engage or contract for the services of any person as an employee.
- M. Immediate family member: An eligible employee's child, spouse or parent.
- N. Intermittent leave. Leave taken in separate blocks of time due to a single illness or injury and may include leave of periods from an hour or more to several weeks.
- O. Key employee. A salaried employee who is among the highest paid ten percent (100) of the employees employed by the City of Country Club Hills. The determination of whether a salaried employee is a "key employee" shall be made at the time of the request for leave.
- P. Labor Organization. Any organization, labor union, craft union or any voluntary unincorporated association designed to further the rights of union labor which is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours or other terms or condition of employment or of other mutual aid or protection in relation to employment.

Q. Minority Business Enterprise. A-business entity in which at least fifty-one percent (51%) is owned by one or more members of one or more minority groups, or in the case of a publicly-held corporation, at least fifty-one percent (51%) of the stock is owned by one or more members of one or more minority groups and whose management and daily business operations are controlled

by one or more such individuals. The term "minority group" shall mean those individuals who are citizens of the United States or are lawfully admitted permanent residents and who are Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, native Americans and women, and any other groups classified as minorities under federal law.

R. Parent. The biological parent of an eligible employee or an individual who stood in loco parentis to an eligible employee; however, the term does not include parent "in-law".

S. Person. One or more individuals,, labor. organizations, employment agencies, partnerships, associations, corporations, legal representatives, agents, mutual companies, joint stock companies, trusts, financial institutions, unincorporated organizations, public bodies or public corporations, including, but not limited to the City of Country Club Hills or any department, unit, agency or commission thereof.

T. Reduced leave schedule. A leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.

U. Religion. With respect to employers, includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

V. Serious Health Condition. An illness, injury, physical or mental condition that involves:

a. in-patient care in a hospital, hospice or residential medical care facility; or

b. any period of incapacity requiring absence from work, school or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by a health care provider; or

c. continuing treatment by a health care provider for a chronic or long-term health condition that is incurable; or prenatal care.

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- W. Sexual Harassment. Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- X. Spouse. A husband or wife as defined or recognized under state law, including common law marriage.
- Y. Vendors. Persons who sell goods or services to the City.

#### 4.1.03. GENERAL PROVISIONS:

The City Manager is the personnel officer of the city and is charged with the administration of all personnel rules and regulations and the enforcement of same. The City Manager shall, in the implementation and procedural development of the policies set forth herein, adhere to the following principles:

- A. All appointments shall be made on the basis of merit and fitness for public service and compliance with any federal and state statutory and local ordinance provisions that may apply.
- B. No discrimination shall apply on account of race, color, religion, sex, sexual harassment, national origin, ancestry, place of birth, age, marital status,

political affiliation, or physical or mental handicap which would not interfere with the efficient performance of the job in question..

- C. All solicitations or advertisements for employees placed by or on behalf of the City shall state that all

qualified applicants will receive consideration for employment with the city without regard to race, color, religion, sex, place of birth, national origin, ancestry, age, marital status, political affiliation, or physical or mental handicap which would not interfere with the efficient performance of the job in question.

- D. All written requests, including but not limited to bid specifications, RFP's, written proposals for goods and/or services, that are promulgated by or on behalf of the City, shall state that the City will not discriminate against any qualified bidder because of race, color, religion, sex, national origin, ancestry, age, place of birth, marital status, political affiliation or physical or mental handicap which would not interfere with the efficient performance of the job in question.
- E. All pay schedules shall be based on equitable rates for positions carrying similar characteristics, duties or responsibilities.
- F. All-employees are entitled to prompt and fair adjustment of grievances and disposition of disciplinary action (Article 8).

#### 4.1.04 UNLAWFUL EMPLOYMENT PRACTICES:

It is declared to be the policy of the City to prohibit unfair employment practices. An unfair

employment practice is herein defined as:

- A. For an employer to fail or refuse to hire, to segregate any person or otherwise discriminate against any person or employee with respect to application, recruitment, hiring, tenure, promotion, renewal of employment, compensation, layoff, discharge, or any term, condition or privilege on the basis of unlawful discrimination;

- B. For any employer to establish, announce or follow a policy of denying or limiting, through a quota system or otherwise, the employment or membership opportunities of any person or group of persons on the basis of unlawful discrimination;

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- C. For any employer to require of any applicant for employment or membership any information concerning race, color, religion, sex, ancestry, national origin, place of birth, marital status, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question; provided, that this provision shall not be construed to prohibit the keeping of such records as are necessary to implement an affirmative action program as required by this Article or as required by federal, state or local law;
- D. For any employer, to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any unlawful discrimination;
- E. For any employment agency to fail or refuse to classify properly, accept applications and register for employment referral, refer for employment on the basis of unlawful discrimination or to accept from any person any job order, requisition or request for referral of applicants for employment which makes or has the effect of making unlawful discrimination a condition of referral;
- F. For any labor organization to limit, segregate or classify its membership or to limit employment opportunities or otherwise to take, or fail to take, any action which affects adversely any person's status as an employee or as an applicant for employment, or tenure, compensation, promotion, discharge or any other terms, conditions or privileges directly or indirectly related to employment on the basis of unlawful discrimination;
- G. For any employer substantially to confine or limit recruitment or hiring of employees, with intent to circumvent the spirit and purpose of this Article, to any employment agency, employment service, labor organization, training school, training center or any other employee-referring source which serves persons who are predominantly of the same race, color, religion, sex, ancestry, national origin, place of birth or

age;

- H. For any employer, employee or agent of any employer to engage in sexual harassment; provided, that an employer

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shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures;

- I. For any employer to discriminate or engage in any retaliatory action against any person because he or she has opposed any practice forbidden by this Article or any applicable federal, state or local law, or because he or she has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing;
- J. For any person, whether or not an employer, employment agency or labor organization to "aid, incite, compel, coerce or participate in the doing of any act declared to be an unlawful employment practice by this Article, or to obstruct or prevent any person from enforcing or complying with the provisions of this Article or to attempt directly or indirectly to commit any act declared by this Article to be unfair employment practice;
- K. Unless otherwise authorized by law, for any employer to inquire or to use arrest information or criminal history record information ordered expunged, sealed or impounded under Section 5 of the Criminal Identification Act [Ill. Rev. Stat., ch.38, §206-5] as a basis to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, discharge, discipline, tenure or terms, privileges or conditions of employment. This provision shall not prohibit an employer from utilizing conviction information obtained from the Department of State Police under the provisions of Section 3 of the Criminal Identification Act [Ill. Rev. Stat., ch.38, 9206-3] in evaluating the qualifications and character of an employee or a prospective employee.

4.1.05.        EXEMPTIONS:

Nothing contained in this Article shall preclude an employer from:

- A. Hiring or selecting between persons for bona fide occupational qualifications or any reason except for the unfair employment practices specifically prohibited

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under Section 4.1.03 herein;

- B. Giving preferential treatment to veterans and their relatives as required by federal, state or local laws or regulations;
- C. Giving or acting upon the results of any professionally developed ability test, provided that such test, its administration or action upon the results is not used as a subterfuge for or does not have the effect of unlawful discrimination.

4.1.0 CHARGES CY DISCRIMINATION:

Any person aggrieved in any manner by a violation of the provisions of this Article may file



a written charge setting out his or her grievance with the City as provided herein. In addition, the City may, on its own initiative, file a charge against any employer whenever it has already made a determination ' that it is probable that discriminatory practices have been or are being engaged in and the original complainant is unable or unwilling to pursue the charge.

A. Administration; Hearing.

(1) The City Manager, except for the authority reserved for the Mayor and City Council, shall have the power and duty to receive, investigate and seek to resolve complaints of unfair employment practices prohibited herein, initiate and hold hearings, and make findings of fact and recommendations to the Mayor and City Council concerning any such practices or allegations of such practices.

(2) A hearing may be ordered when a sworn, written complaint of an unfair employment practice has been filed with the City Manager by a person claiming to be aggrieved or to have direct knowledge of the alleged unfair employment practice, or when a charge has been filed with the Illinois Department of Human Rights.

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(3) The City Manager may make conclusions of fact and recommendations concerning alleged unfair employment practices only after a hearing is held in accordance with the provisions of Section 4.1.05(B). Before making a finding of an unfair employment practice, the city Manager shall attempt to resolve the complaint, and may in lieu of making a finding and recommendation to the Mayor and City Council, accept a written commitment from the respondent to comply with the provisions herein.

B. Procedure.

(1) Any person claiming to be personally aggrieved by unfair employment practices prohibited herein, or to have personal knowledge of such practices, may make a complaint in writing to the City Manager. Such complaints shall be signed and made under oath. All complaints shall be investigated by the City Manager before a hearing is ordered.

(2) Hearings shall be conducted by the City Manager. Hearings may be held only after ten (10) days' written notice to the respondent, which notice shall include a copy of the complaint or allegation. All respondents shall be provided full opportunity to present evidence, and to cross-examine persons giving testimony, and may be represented by counsel. All testimony shall be given under oath and of record unless all parties agree to proceed informally; however, no findings and recommendations shall be made to the Mayor and city council as a result of any informal hearing.

(3) After a hearing where the City Manager finds by a preponderance of the evidence presented that an unfair employment practice has been engaged in by the respondent, and after reasonable attempts to resolve the complaint have failed, the City manager shall transmit a written copy of the findings and recommendations to the Mayor and City Council who shall act on the

recommendation within a reasonable time.

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#### 4.1.07.PUBLIC CONTRACTS:

- A. Every contract to which the City or any of its departments, units, agencies or commissions thereof is a party, shall include and be materially conditioned on the requirement that employers, labor organizations, or employment agencies shall not commit any unfair employment practice within the city. Any unfair employment practice engaged in outside the City which affects a contract to which the City or any of its departments, units, agencies or commissions is a party, constitutes an unfair employment practice within the City for the purposes of this Article.
- (B) The final determination of whether an employer, labor organization or employment agency has engaged in an unfair employment practice within the City shall be made by the Mayor and City council acting on findings made by the City Manager in accordance with the provisions herein. Any such person determined to have engaged in an unfair employment practice shall be barred from doing business with the City or any of its departments, units, agencies or commissions for such period of time as the Mayor and City Council deem up to a maximum of two (2) years. Any person determined by the Mayor and City Council to have engaged in an unfair labor practice relating to an existing contract with the City or any of its departments, units, agencies or commissions shall stand in default, and in breach of such contract, which shall be terminated subject to any rights and remedies of the parties after default and breach.

#### 4.1.0 . AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS:

The City shall not contract with any contractor, purchase goods or services from any vendor, maintain any financial relations with any financial institution, or use the services of any labor organization or member thereof which is found to be in violation of the

provisions of Section 4.1.03, except where said contractor, vendor or financial institution is

the sole source of the particular product or service being sought by the city and

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said product or service is essential for the governmental operations of the City.

The City shall not contract with any contractor or vendor, maintain any financial relation with any financial institution, or use the services of any labor organization or member thereof, which does not first submit to the City a written commitment to provide equal employment opportunity. Said written commitment to provide equal employment opportunity shall\* contain, but not be limited to the following agreements:

- A. To maintain specific employment or membership practices to achieve equal employment opportunity.
- B. To examine all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any such underutilization by setting specific goals for participation by minority groups. This provision will not infringe upon the right of the employer to determine the need for or qualifications of employees.
- C. To state in all solicitations or advertisements for employees, that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual harassment, national origin, place of birth, marital status, ancestry, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question.
- D. To submit to the city, on request, written evidence of the effectiveness of the

above required practices, policies and goals.

- E. To submit to the city, on request, statistical data concerning employee composition or membership composition on race, color, sex, and job description.
- F. To distribute copies of this commitment to all persons who participate in recruitment, screening, referral,

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and selection of job applicants and prospective job applicants.

- G. To send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising the contractor's obligations herein.
- H. To require any subcontractor to submit to the City a written commitment which contains the provisions required by paragraphs A through G above.

Any person who has executed an agreement with the State of Illinois or the United States, or any of their agencies or departments which commits such person to provide equal employment opportunity and which substantially fulfills the requirements of this



Section, may file such agreement with the City Manager. Agreements so filed shall be affirmative action programs under this Section unless rejected by a two-thirds vote of the City Council.

All contracts by and between the City and contractors and vendors for the purchase by the City of goods and/or services shall contain the following clauses:

The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age, marital status, political affiliation or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provisions of Article 4.1.01, et sea. of the City Code of the City of Country Club Hills and will require any subcontractor to submit to the City a written commitment to comply with those provisions.. The contractor/vendor will distribute copies of this commitment to all persons who participate in



recruitment, screening, referral and selection of job applicants, prospective job applicants, members or prospective subcontractors.

The contractor/vendor agrees that the provisions of Article 4.1.01, et seq. of the City Code of the City of Country Club Hills is hereby incorporated by reference, as if set out verbatim.

Any contractor, vendor, financial institution, labor organization or employment agency contracting with the city will be required to submit to the city, upon written request by the city, compliance reports containing such information as to the practices, policies, programs and statistics of employee or membership composition on race, color, sex, age and job description, as may be prescribed by the city and will require any subcontractor to submit a compliance report upon written request by the City.

4.1.09. ADMINISTRATION OF AFFIRMATIVE ACTION PROGRAM:

A The affirmative action program shall be administered by the City Manager who shall develop and maintain an affirmative action program to achieve in City employment practices, the fair employment policy set forth in this Article. In this regard the City Manager shall develop and maintain source lists of minority business enterprises and shall include those applicable business enterprises in solicitation of goods and services. Said list shall be kept substantially current and shall include new minority business enterprises as

the occasion warrants. The City Manager shall notify MERC and the Urban League of all solicitations of goods and services. The City Manager ' shall, in the implementation and procedural development of the policies set forth herein:

(1) Monitor the performance of persons covered by Section 4.1.07 to determine whether such persons are continuing compliance with the terms of an

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affirmative action program;

- (2) Notify the Mayor and City Council whenever a person is determined not to be in compliance with an affirmative action program contained in a written commitment executed by such person;
- (3) Secure and analyze reports and statistical data on persons covered by Section 4.1.07.

4.1.10            COMPLIANCE WITH THE AFFIRMATIVE ACTION PROGRAM:

- A. The city manager shall inform a noncomplying person of the nature and extent of

the noncompliance. If the noncompliance persists, the City Manager and the noncomplying person shall together examine the charges of noncompliance and attempt to resolve the situation to reestablish full compliance with the provisions herein and the terms of any affirmative action program executed in a written commitment by the person. Any resolution of noncompliance may include a modification of the affirmative action program approved by the Mayor and City Council.

- B. If the informal resolution of noncompliance pursuant to Paragraph A above is unsuccessful as determined by the City Manager, the City Manager may hold hearings, make findings of fact, and submit recommendations to the Mayor and City Council. The Mayor and city council shall act on such findings and recommendations.
  
- C. In the event that any contractor, vendor, financial institution, labor organization or employment agency contracting with the City fails to comply with the fair employment and affirmative action provisions of this Article, the Mayor and City Council, in their discretion, may do any or all of the following:
  - (1) Cancel, terminate or suspend the contract in whole or in part;
  
  - (2) Declare the contractor, vendor, financial institution, labor organization or employment agency ineligible for further contracts for up to two (2) years;
  
  - (3) Impose a penalty upon any contractor, vendor, ' financial institution, labor organization or

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employment agency failing to comply with these provisions of the contract in an amount not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each day that the contractor, vendor, financial institution, labor organization or employment agency shall fail to comply upon a specific finding of such violation. The Mayor and City Council may order a finding of guilty for failure to comply with this Article and to pay all or a portion of the legal costs incurred by the City as a result of prosecution of said violations. Penalties assessed under this Article may be recovered from the contractor, vendor, financial institution, labor organization or employment agency by set-off against the unpaid portion of the contract price;

- (4) Such other sanctions as may be imposed by the Mayor and City Council pursuant to this and other provisions of the City Code.

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## ARTICLE 2

### EMPLOYMENT PROCEDURES

#### 4.2.01 QUALIFICATION FOR EMPLOYMENT:

Appointments to positions within the city shall be on the basis of ability of the individual which shall be determined by evaluation of the applicants. Such evaluation shall be on the basis of:

Training, education, experience and physical fitness.

Oral interview.

An examination or other demonstration test.

#### 4.2.02. PUBLIC ANNOUNCEMENT OF VACANCIES: Public announcement

shall be made of all available positions, either through pasting the position or by advertising in a newspaper of general circulation.

4.2.03. APPLICATIONS: Applicants must file applications for employment with the City Clerk on a form supplied by the City. Applicants may be asked to furnish educational records, certificates of specialization or professional qualifications. Applicants for specialized or professional positions may be required to submit a resume in place of the application for

4.2.04. NEPOTISM No individual shall be hired by the City for any position which would result in that employee being supervised by a member of the employee's immediate family, as described by Section 4.5.04.

In the event employees, one of whom is a supervisor of the other, become married, either employee will be allowed six months to obtain a transfer to another City position for which he or she is qualified. the City will make all reasonable efforts to accommodate any such transfer request In the event no position becomes available in another such position during this six months for which the employee is qualified, the employee with the least seniority

shall be terminated. In the event a position which will not create a prohibited supervision within the City becomes available within one year from the date of the employee's termination, that position will be offered to the employee to the extent he or she is qualified for such position.

**4.2.05 PHYSICAL EXAMINATION AND OTHER SCREENING:**

Applicants for employment shall be required to submit to a physical exam at municipal expense prior to becoming eligible for appointment to a position. Potential employees below the rank of Department Head may be subject to polygraphic examination.

**4.2.06. JOB DESCRIPTIONS:** Department Heads shall maintain job descriptions for each class of employee under his supervision. The listing of particular examples of duties shall not preclude the assignment of other tasks when considered necessary by the Department Head.

4.2.07.

POLICE DEPARTMENT PROCEDURES:

Appointments and promotions to sworn positions in the Police Department shall be subject to the rules established by the Board of Police Commissioners and are not subject to the provisions of this section.

4.2.08

STATEMENT OF POLICY PROHIBITING SEXUAL DISCRIMINATION,  
INCLUDING SEXUAL HARASSMENT AND RETALIATION

A. PURPOSE

This statement of policy sets forth the policy of the City of Country Club Hills ("the City") concerning discrimination on the basis of sex, including sexual harassment and retaliation. This policy applies to all employees in the City of Country Club Hills.

B. SEXUAL DISCRIMINATION PROHIBITED

Sexual discrimination, including sexual harassment, in the workplace is illegal and will not be tolerated. In addition, retaliation against any person who opposes what he or she reasonably believes to be unlawful sexual discrimination, including sexual harassment, or who cooperates in the investigation of a complaint of such discrimination or harassment is also illegal and will not be tolerated.

The Mayor, City Council, and the Mayor's executive staff, agents and representatives believe that they have an affirmative duty to eradicate discrimination, harassment and retaliation in the workplace.

The Mayor and City Council are committed to the vigorous enforcement of this policy and to prompt and fair discipline of those found to have violated this policy. Employees who engage in conduct in violation of this policy shall be subject to disciplinary action brought by the Mayor or City Manager, which may include suspension or discharge, as appropriate.

The Mayor and City Council are also committed to redressing sexual discrimination, including sexual harassment and retaliation. All employees are encouraged to report violations of this policy to the City Manager.

The effectiveness of this policy requires the support of supervisory personnel who must lead by example. Accordingly, supervisors who fail to cooperate with any investigation into such behavior or who refuse to implement remedial measures or who obstruct the remedial measures of other employees, may be subject to disciplinary action, up to and including discharge, as appropriate.

In addition, performance evaluation forms will be amended to include an equal employment opportunity ("EEO") factor so that all employees will be evaluated in the area of EEO. Factors having a bearing on the rating in this category will include, but not be limited to, whether the employee has engaged in conduct that violates the City's policy regarding sexual discrimination, including sexual harassment or retaliation; applicable state or federal law; or whether the employee has otherwise engaged in sexually offensive or inappropriate conduct.

Each supervisor is responsible for the dissemination and enforcement of this policy. When deciding whether an employee should be promoted or retained in a supervisory position, or whether an employee should receive any award, commendation or benefit based upon the employee's overall performance, the Mayor and City Manager shall take into consideration the employee's performance under this policy.

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CLASSIFICATION OF POSITIONS

4.3.01 TEMPORARY EMPLOYEES: Temporary employees are those persons employed to fill a position for a specified period of time. Such employees are not entitled to any of the privileges of sick leave, vacation or other similar benefits enjoyed by full time employees.

4.3.02 Part Time Employees: Part time employees are those persons whose average work week over each six month period is less than thirty -seven and one half (37 1/2) hours.

4.3.03 Full Time Employees: Full time employees are those persons whose average work week exceeds, thirty-seven and one half (37 1/2) hours over each six (6) month period,

4.3.04 PROBATIONARY EMPLOYEES: Each employee receiving an initial appointment to municipal service must serve a probationary period before achieving regular employee status. The probationary period for laborers, maintenance men, truck drivers, accounting, technical and clerical personnel including non-sworn members of the Police Department and professional personnel including Department Heads, water distribution plant operators and other supervisory personnel shall be one year. The probationary period for sworn employees of the Police. Department shall be determined by the rules of the Board of Police and Fire commissioners.

Compensation received by probationary employees will be at the entry level of the salary range unless prior experience, qualifications, education and training necessitate entry at a higher salary level as determined by the Department Head and the City Manager.

During the employee's probationary period, work habits, abilities, attitudes, promptness and other pertinent characteristics will be observed and evaluated by the supervisor and/or Department Head, not less than twice during the probationary period. If during the probationary period the supervisor and/or Department Head determine that the employee fails to meet required standards of performance, the employee may be separated from service without the right of appeal or a hearing. The Department Head shall notify the employee at least seven (7) calendar days before the effective date of separation of the reasons for the separation.

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At the end of the probationary period, if there is reason to believe that the employee may need additional time to develop the ability to perform satisfactorily by an extension of the probationary period, the Department Head may extend the probationary period one year.

During the first three months of the probationary period an employee is not entitled to the privileges of sick leave and holidays. Vacation leave is accrued during the first calendar year of employment as described in section 4.6.05 of this chapter.

4.3.05        REGULAR EMPLOYEES: All probationary employees shall receive the classification of regular employees upon the completion of the probationary period and shall become entitled to all the benefits as described in this chapter.

4.3.06.        DEPARTMENT HEADS: A Department Head is the chief supervisory administrator of a Department. He is responsible for directing, managing and evaluating the employees under his supervision. He is responsible for the budget of his department. Department Heads are members of the management team of the City. The Department Heads are: the Chief of Police, Building commissioner, Public Works Superintendent, Superintendent of Water, City Collector and Deputy City Manager.

4.3.07.        SENIORITY: Seniority is an employee's length of continuous service since the first date of Full-time employment with the City. Seniority will not be affected by approved leaves as specified in Article 5.

4.3.08.        PROMOTIONS: Vacancies shall, whenever possible, be filled by promotion of a qualified employee within the City's service. Criteria used in the selection of the most qualified applicant shall be based upon:

A. Experience

B. Performance Evaluation



C. An examination where feasible or required

Any original appointment to a position with the City is probationary in nature for the period set forth in Sec. 4.3.04.

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4.3.09

RESIDENCY:

- A. All full time employees of the City (as defined by Section 4.401) shall reside within a fifteen (15) mile radius of the corporate limits of the City of Country Club Hills.
  
- B. Each employee hired by the City after June 1, 1987, shall make his residence within a fifteen (15) mile radius of the corporate limits of the City of Country Club Hills, Illinois within nine (9) months after completing his probationary period.

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## ARTICLE 4

### CONDITIONS OF EMPLOYMENT

4.4.01 Hours of Work: Work schedules shall be established by the Department Head with the approval of the City Manager. Any deviation from the established hours of work must be approved by the Department Head and City Manager. All employees shall be allowed a lunch period which will be determined by departmental regulations. City Hall, Public Works and the regular offices of the Police and Fire Department shall remain open during all regular City business hours except in the case of a weather related emergency or except when otherwise specifically wuthorized by the City Council.

4.4.02 OVERTIME: The city requires each employee's cooperation when it is necessary to work additional hours outside of normal working hours.

Overtime shall constitute authorized work in excess of forty (40) scheduled worked hours per week. Sick or personal days shall be deducted from the computation of forty hours worked per week. However, floating holidays and/or vacation days, if scheduled in advance, shall not be deducted from the computation of forty hours worked per week.

Overtime must be authorized in advance by the Department Head or a designee of the Department Head.' Overtime hours shall be assigned as equally as practical.

All employees, except Department Heads and other specified supervisory personnel, shall receive overtime compensation at the rate of one and a half (1 1/2) times the employees regular rate of pay for all hours worked in excess of forty (40) worked hours per week.

Employees must work a minimum of a one-half (1/2) hour in order to be compensated for overtime as specified in this Chapter.

Employees shall receive show-up time compensation of a minimum of two hours for emergency calls. Emergency calls are defined as a call for emergency service by the Police Department or the Department Head.

Employees called in to work air an approved holiday shall be compensated at their overtime rate of pay as defined in Section 4.5.07.

All employees, except Department Heads and other specified supervisory personnel, shall receive two and one-half (2 1/2) times the regular rate of pay for all hours over eight (e) hours worked on a holiday.

4.4.03 Compensatory Time: City hall employees who are employed on the basis of a thirty-seven and one half (37 1/2) hour work week, shall be granted compensatory time on an hour-for-hour basis or shall be paid on a straight-time basis for the time worked up to forty hours per week.

Department Heads 'shall not be eligible for overtime compensation or compensatory time, but the city Manager, in his discretion, may grant time off as he deems advisable, due to long hours worked from time to time by such Department Heads.

#### 4.4.04                      TRANSFERS

Mandatory: Under certain conditions it may become necessary for the City to request transfers to another position.            If such a request is temporary in nature, (more than two weeks) the employee is required to make such a change. Refusal to accept temporary assignment to another position will result in disciplinary action being taken or dismissal. If the employee is paid at a higher rate of pay than the position to which he has been temporarily transferred, the employee will be paid at his original rate of pay. If the employee is paid at a lower rate of pay than the position to which he has been temporarily transferred, the employee is entitled to be paid at the rate of pay associated with the position to which he is assigned. A transfer does not include assisting personnel of another department, temporarily, with a specific assignment. A transfer is a work assignment to a temporarily-vacated position.

Voluntary:     An employee may request a transfer to another assignment for which he is qualified if such can be done without violation of the regulations governing employment. Such transfer must be approved by the employee's Department Head and the Department

Head of the department to which a transfer is requested. All benefits and privileges accruing to an employee will be transferred with him. If an employee requests the transfer, he will be paid according to the salary level of the position to which he requests the transfer.

4.4.05            PAY:

The City Manager will be responsible for the development of a uniform, equitable pay plan which shall consist of minimum and maximum rates of base pay for each position listed. The pay of all employees is established by the pay plan for the class of position in which he/she is employed.

The City Manager shall establish a schedule for the evaluation of all personnel not less than twice per year. Evaluations shall be performed by the employee's immediate supervisor on a form or by a method prescribed by the Manager and shall be signed by the employee, acknowledging receipt of a copy of the evaluation. Personnel evaluations are not subject to the grievance process.

Pay days will be twice each month except for delays caused by data processing or other breakdowns, or other Causes outside the Employer's control. Overtime pay shall be payable to the employee no later than the next pay period following that in which the overtime hours are submitted and processed. Paychecks will be distributed no later than 12:00 o'clock noon, each day designated as a payday.

In the event an employee begins his/her vacation or obtains leave extending beyond one (1) week in duration and the payroll clerk has completed the payroll for the period, an employee may be paid prior to the regular payday. However, in no case will an employee be paid for work that has not been completed

4.4.06            PAYROLL DEDUCTIONS: The City shall withhold from all pay checks the necessary amounts for Federal Income Tax, social Security Tax, IMRF, Police Pension and all other taxes and deductions required by State and Federal laws.

4.4.07            SEPARATION FOR LACK OF WORK: It may become necessary to require an employee's involuntary separation from City service without pay due to lack of work or to lack of funds. Such separation is not disciplinary in nature. Therefore, it is not subject to the appeals procedure. Such separation shall be in writing and notice shall be transmitted by certified mail at least fifteen (15) days in advance of the



date separation begins. If a separation should become necessary, employees will be separated on the basis of their length of service, beginning with the employee with the least service, except where other conditions warrant, such as licensing, certificates or special training needed by the city. such separation shall not interrupt an employee's service if the employee is rehired within one (1) year. Employees will be recalled for employment on the basis of their length of service within a job classification. A letter will be sent by mail to the last known address on City records. A recalled employee who does not report for work within seven (7) days after notice of recall (or arrange to return within fourteen (14) days) will be considered to have resigned.

4.4.08            RESIGNATION: Any employee who desires to terminate his service with the City shall notify his Department Head in writing at least two (2) weeks in advance of the date he proposes to terminate his employment.            Department Heads shall

provide four (4) weeks notice.

4.4.09        OUTSIDE EMPLOYMENT:    No full-time employee shall accept outside employment whether part-time, temporary or permanent without prior written approval of his Department Head and the City Manager. All requests for outside employment must be resubmitted every six months and each change in outside employment shall require separate written approval. Approval shall not be granted when such outside employment conflicts or interferes, or is likely to conflict or interfere, with the employee's service to the City.

Employees may not accept private employment or render any service for private interest when such employment or service creates a conflict of interest with his City duties.

Employees may not engage in any private business or activity while on duty nor utilize City equipment or facilities for purposes of conducting private business.

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## ARTICLE 5

### EMPLOYEE BENEFITS

4.5.01. EMPLOYEE BENEFITS: Employee benefits are provided on a calendar year (January 1 through December 31) basis.

4.5.02. SICK LEAVE

Each full time employee, past the first three months of his probationary period, shall be entitled to six (6) sick leave days for use during the calendar year. Employees past the probationary period, in the first calendar year of employment, shall accumulate sick leave at a rate of one day per month during the balance of the calendar year. Sick days shall not be accumulative. Sick leave may be used for:

- A. Personal illness, injury, maternity or physical incapacity.
- B. Enforced quarantine of the employee in accordance with health regulations.
- C. Serious illness or injury in the employee's immediate family requiring the employee's presence. Immediate family shall include spouses, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents and foster parents or relatives who have acted in the capacity of foster parents although no legal relationships may have been established.
- D. Personal care requiring the services of a legally qualified medical doctor, dentist, optometrist, or other professional service of this

nature.

An occurrence is defined as each continuous period of absence, regardless of length. For example, one occurrence is recorded if an employee is absent on Friday or if the employee is absent Wednesday through Friday. Multiple occurrences may result in disciplinary action and/or negative performance evaluations. Four occurrences shall result in a warning. Five occurrences shall result in a second warning. Six occurrences shall result in a negative performance evaluation. Absences for the following reasons shall not be counted as occurrences:

Short-term disability (see 4.7.01).

Absence due to a work-related

injury. Personal days.

Sick leave with pay for three (3) or more consecutive working days for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement by a licensed medical doctor or other satisfactory evidence certifying that the employee's condition prevented him from performing the duties of his position.

The City shall provide a short-term disability insurance policy for employees for illnesses and injuries not otherwise covered by worker's compensation. The City may purchase insurance or self-insure for this benefit. This benefit shall pay the employee's full salary for a period of up to three (3) months in any year, subject to usual withholding. The City shall pay all premiums associated with such insurance. For those employees not presently

covered by a collective bargaining agreement the benefit shall pay sixty percent (60%) of the employee's full salary for a period of up to three (3) months in any year subject to usual withholding.

In order to be eligible for such insurance, the employee must utilize five (5) consecutive days of sick leave in the case of either an injury or an illness. Upon the City's receipt of such information necessary to assure the City that the employee is disabled (including at the discretion of the City an independent medical examination), the disability insurance benefit shall go into effect for a period of up to three (3) months.

After three (3) months of full pay in regard to a short-term disability absence, an employee may be eligible for IMRF disability benefits.

In the case of a work-related injury, the employee will be entitled to three (3) months of full pay. After three (3) months, the employee may be eligible for 66 2/3% of pay, up to a stated maximum amount, under the Worker's Compensation Insurance Program, for the period that the employee is unable to work.

An employee, supervisor or Department Head requesting sick leave shall inform his immediate supervisor of the fact and the reason, according to the time table established by the Department, prior to the normal starting time for his position. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

#### Section 4.5.02A - Sick Leave Abuse

- (a) For the purposes of the provisions contained in this Section 'abuse' of sick leave is

the utilization of such leave for reasons other than those stated in Section 4.5.02.

Subparagraphs A through D. If the employer reasonably suspects that an employee is abusing sick leave; or that the employee has used more than the twelve (12) sick days in the calendar year as provided in Article 4.5.02; or, that the employee has used the sick days in a fashion that the employer would call a pattern (i.e., calling in sick the day before or after an employee's regularly scheduled days off and/or in conjunction with compensatory time, personal days or vacation days; or, while on sick leave, engaging in specific activities that are inconsistent With a person unable to work due to illness and/or injury, then the employer may place the employee in Sick Abuse Status.

(b) In Sick Abuse Status, the employee: (1) must present a doctor's affidavit for each day on which the employee calls in sick: (2) may not change or trade days off with another employee: and (3) may not work voluntary overtime while in Sick Abuse Status.

(c) Before initiating Sick Abuse Status. the employer: (1) must notify the employee that he/she is being place in Sick Abuse Status; (2) detail specific reasons for such action; and (3) afford the employee ' five (5) calendar days to explain the reasons for the pattern of abuse observed by the employer. Thereafter, the City Manager shall decide whether to implement Sick Abuse Status.

(d) In any twelve (12) month period, an employee will remain in Sick Abuse Status for three (3) months for the first occurrence; six (6) months for the second occurrence. Continued abuse of sick leave - shall subject the employee to disciplinary action, up to and including termination of employment. Imposition of three (3) or six (6) month Sick Abuse Status is not subject to the grievance process.

Should an employee fail to comply with the requirement of Sick Abuse Status, any sick absences will be considered unpaid.

4.5.03 PERSONAL DAYS: All full time employees of the City may designate three

(3) of their allotted twelve (13) sick days as personal days.

Personal days are days off to conduct personal business which could not normally be conducted during hours of regular employment. Personal days are not to be taken immediately prior to or immediately following vacation periods. Employees must work the regularly scheduled work day before and after a personal day in order to be paid for the personal day. Employees requesting personal days shall file a request, in writing, on a form provided by the city, stating their reason for the personal day. Approval of Personal Days requested by Department Heads shall be by the city Manager.



4.5.04 Bereavement Days: All full time employees of the City are allotted three (3) bereavement days per death in the employees immediate family requiring the employees presence. Immediate family shall include spouse, parents, children, brothers and sisters and the immediate family of the spouse. Parents shall include foster parents or relatives who have acted in the capacity of foster parents, although no legal relationships may have been established.

All full time employees of the City are allotted six (6) Bereavement Days for the death of a spouse or a child. (Of service form January 1 through December 31) This benefit shall be retroactive to all employees hired in calendar year 1989.

4.5.05 Vacation: Vacation leave shall be utilized on the following basis.

- A. Vacation Time shall be taken within the calendar year, January 1 to December 31.
- B. Eligible employees shall receive their vacation beginning January 1 of each calendar year.
- C. An employee will be eligible for two (2) weeks or ten (10) days of vacation at the beginning of the calendar year, but no sooner than at the completion of six months of service (See Table). New employees will receive one (1) week or five (5) days vacation after six months of employment, based on the schedule below.

<u>Hire Period</u>	<u>One (1) Week Eligible</u>	<u>Two (2) Weeks Eligible</u>
January 1	July 1	January 1
February 1	August 1	January 1
March 1	September 1	January 1
April 1	October 1	January 1
May 1	November 1	January 1
June 1	December 1	January 1
July 1	N/A	January 1
August 1	N/A	January 1
September 1	N/A	January 1
October 1	N/A	January 1

November 1

N/A

January 1

December 1

N/A

January 1

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- D. In the tenth through nineteenth full calendar years of employment, twenty vacation days are granted.
  
- E. At an employees fifth year anniversary, each employee will be eligible for a third week, an additional five (5) days of vacation.
  
- F. At an employees tenth year anniversary, each employee will be eligible for a fourth week, an addition five (5) days vacation.
  
- G. After nineteen (19) years of service, one additional vacation day, per year, will be granted, to a maximum of twenty-Five days total.
  - 1. An employee hired between January 1 and June 30 will be eligible for one (1) week or five (5) days vacation time at July 1, (the end of completion of six (6) months of service.) Additionally, this employee will be eligible for two (2) weeks of ten (10) days vacation time at the beginning of the next calendar year.
  
  - 2. An employee hired between July 1 and December 31 will be eligible for two (2) weeks or ten (10) days vacation time at January 1, (the end of completion of six (6) months of service.)

No employee shall be allowed to defer unused vacation leave into the next year. In cases where vacation days are cancelled by Department Heads or the city Manager, substitute days of vacation will be granted.

Vacation leave must be taken in minimum blocks of a half of a day at a time. All employees past the first full year of employment must take at least one vacation leave of five consecutive days.

Absence an account of illness, injury, disability or death in the family in excess of that authorized for such purposes, may, at a the request of the employee, and at the discretion of the Department Head and City Manager, be charged against vacation leave allowance.

Employees are required to file vacation requests with their Department Heads in accordance with

each Department's guidelines. The Department Head shall approve and schedule vacation leaves to allow for continuing efficient operation of city service. In the case of employee scheduling conflict, seniority will determine the scheduling of vacation dates. However, Department Heads shall set a deadline after which, if vacation requests have not been submitted, seniority shall no longer prevail.

Employees shall be eligible for compensation for unused vacation upon termination. Upon termination of employment, the effective date of termination shall not be extended by the number of days represented by a salary payment for unused vacation leave.

When a regularly scheduled holiday occurs during the period of an

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employee's vacation, a vacation day will not be charged for the holiday. Floating holidays, if scheduled in advance, may be taken in conjunction with vacation days. Personal and/or sick days may not be taken in conjunction with vacation days.

4.5.06      HOLIDAYS: The following days shall be designated as paid holidays for all employees except temporary, probationary employees in the first three months of their employment and part time employees:

- |                                 |                              |
|---------------------------------|------------------------------|
| 1. New Year's Day               | 6. Labor Day                 |
| 2. Dr. Martin Luther King's Day | 7. Thanksgiving Day          |
| 3. President's Day              | 8. Friday after Thanksgiving |
| 4. Memorial Day                 | 9. Christmas Eve             |
| 5. Independence Day             | 10. Christmas Day            |

The exact date to be observed for a holiday shall be as denoted in the State Statutes.

In addition to the above schedule of holidays, two (2) floating holidays shall be granted. Employees shall schedule their floating holidays with the approval of their Department Head.

When a holiday occurs during the normal hours of work, that date shall be observed as a holiday.

When a holiday occurs on a Saturday, the preceding Friday shall be considered the holiday.

When a holiday occurs on a Sunday, the following Monday shall be considered the holiday.

All employees, except Department Heads and other designated supervisory personnel, shall receive holiday compensation at the following rate:

Holiday pay - eight (8) hours at regular rate of pay, plus Time and one-half (1 1/2) regular rate of pay for all hours up to eight hours worked on the holiday.

Two and one-half (2 1/2) times the regular rate of pay for all hours over eight (8) hours worked on a holiday.

All employees who do not work on a holiday shall be compensated at the regular rate of pay as specified by this Article as long

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as the employee works on both the last scheduled work day before the holiday and the next scheduled work day after the holiday. Floating holidays, if scheduled in advance, can be scheduled along with a designated holiday. Sick and/or personal days can not be scheduled in conjunction with a designated holiday.

Whenever any form of overtime or holiday compensation is provided for by this Section, only the higher provision shall apply to the same hours of work and no pyramiding of overtime or holiday compensation shall be permitted under any circumstances.

When a holiday falls on a Friday or Monday, thus creating a three or four day holiday, City Hall will be closed on Saturday morning.

4.5.07        MILITARY LEAVE: Any full time employee who has completed his probationary period and who leaves the City service for compulsory military duty as required by an Act of the .Congress of the United States shall be placed on Military Leave without pay. Such leave shall extend through a date thirty (30) days after his release from military service. Any full time employee who has completed his probationary period and who is inducted but not accepted for duty shall be reinstated in his position without loss of seniority or status or reduction in pay. During such period of induction the employee shall for all purposes be considered to have rendered service and shall be compensated at his regular pay; such period, however, not to exceed three (3) working days.

An employee returning from Military Leave shall be entitled to restoration to his former position, provided he make application within ten (10) days after his release from duty under conditions other than dishonorable or bad conduct discharge, and is physically and mentally capable of performing the duties of the position involved. In the event that the position he vacated no longer exists at the time he qualifies for return to work, such person shall be entitled to re-employment in another existing position of the same class;

provided, such re-employment does not necessitate the laying off of another person with greater seniority.

A regular employee who leaves the City service directly for Military Leave without pay may elect to be paid for any accrued vacation leave credits as he may be entitled to as if he were actually separating from the City service. If the employee elects not to be paid for such leave the accrued leave credits shall be reinstated upon return of the employee.

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returned to duty shall also have unused sick leave credits restored for their use.

A full time employee who has completed his probationary period and who is a member of any Reserve or National Guard Unit of the United States Armed Forces will be allowed leave of absence for required training for a period not exceeding ten (10) working days during any one calendar year and for any special or emergency duty. Requests for such leave must be accompanied by a copy of official orders requiring such training: In the event that the time of such training is optional, the time shall be decided upon by the Department Head. Compensation for this period of Military Leave shall be limited to the difference between military pay received and normal City pay. .,A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of such leave.

4.5.08.                    LEAVE WITHOUT PAY:

- A.                    LEAVE OF ABSENCE WITHOUT PAY: Leave of absence without pay, not otherwise covered in this chapter or not taken as part of an employee's family and medical leave entitlement as provided for in Section 4.5.08 (B), may be granted to employees by Department Heads with the approval of the City Manager. They shall be granted. only in cases of extreme emergency. Such leaves of absence may not exceed two (2) months. No leave will be granted more than twice consecutively.

Any leave of absence approved under Section 4.5.08(A) shall be deducted from, but not interrupt, continuous service with the City. Employees shall not be covered under the City's health or life insurance plan while on leave of absence unless the employee pays 100% of all monthly premium cost in advance.

A written request for a leave of absence under this paragraph must be

presented to the Department Head. Any employee returning from a leave of absence of less than two (2) months will be returned to his former job. Any employee returning from a leave of absence of more than two (2) months will be returned to his former job if a position is available.

An employee returning from a leave or returning before the expiration of a leave granted under this paragraph, will give at least one week notice prior to the date of return. The City Manager may impose reasonable

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conditions on the return of an employee from a leave of absence as applicable, including but not limited to a physician's release or medical exam. An employee who fails to return to work within the approved leave of absence time shall be considered resigned from city employment and shall forfeit all rights and privileges thereof.

4.5.08B. FAMILY AND MEDICAL LEAVE ACT OF 1993:

Purpose: Child rearing, family illness and employee medical leave are available to employees as specified below or as may be provided under other forms of leave as set forth in the Personnel Manual or existing collective bargaining agreements. The intent of this Policy is to comply with the Federal Family and Medical Leave Act ("FMLA"). Should the provisions of this Policy conflict in any way with the provisions of FMLA, then the provisions of the FMLA shall control.

Definitions:

"Child" means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age; or if 18 years or older, is incapable of self-care because of a mental or physical disability.

"Chronic serious health condition" is one which

1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

2. Continues over an extended period of time (including recurring episodes of a single underlying condition; and

3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

“Eligible Employee” means an employee who has been employed by the City of Country Club Hills for at least 12 months and has worked for at least 1,250 hours during the preceding fifty-two (52) weeks on the date FMLA is to commence.

“Health Care Provider” means:

1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or

2. A podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in Illinois and performing within the scope of his/her practice as defined under Illinois law; and

3. A nurse practitioner, nurse-midwife or clinical social worker who is authorized to practice under Illinois law and who is performing within the scope of his/her practice as defined under Illinois law; and

4. A Christian Science practitioner listed with the First Church of Christ Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, the employee may not object to any requirement from the City that the employee or family member submit to

examination (not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner.

5. A health care provider as defined in (1), (2), or (3) who practices in a country other than the United States, and who is licensed to practice in accordance with the laws and regulations of that country.

“Immediate family member” means an eligible employee’s child, spouse or parent.

“Incapacity” means the inability to work, attend school or perform other regular daily activities, due to a serious health condition, treatment therefore, or recovery therefrom.

“In Loco Parentis” means an eligible employee or individual with day-to-day responsibilities to care for and financially support a child that has no biological or legal relationship to the employee or individual.

“Intermittent leave” means leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from one (1) hour or more to several weeks..

“Key employee” means a salaried employee who is among the highest paid ten percent (10%) of all the employees. The determination of whether a salaried employee is a “key employee” shall be made at the time of the request for FMLA leave.

“Parent” means the biological parent of an eligible employee or an individual who stands or stood in loco parentis to an eligible employee when the employee was a child; the term does not include parent “in-law.”

“reduced leave schedule” means a leave schedule that reduces the usual number of hours

per workweek, or hours per workday, or an employee.

“Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. in-patient care (i.e., over-night stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such in-patient care; or
2. Continuing treatment by a health care provider that includes any one or more of the following:
  - A. Period of incapacity of more than three (3) consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Two (2) or more treatments by a health care provider, by a nurse or physician’s assistant under the direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or
    - ii. At least one (1) treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider.
  - B. Any period of incapacity due to pregnancy, or for prenatal care.
  - C. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
  - D. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, a severe stroke,

or the terminal stages of a disease). The employee or immediate family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

E. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider, or a provider of health care services under the orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (Physical therapy), kidney disease (dialysis)

\*Treatment does not include routine physical examinations, eye examinations, dental examination, or conditions for which cosmetic treatments are administered unless in-patient hospital care is required or unless complications develop.

\*Serious health condition does not include:

- |   |                                    |
|---|------------------------------------|
| *common cold                                    | *stress                            |
| *flu  | *allergies                         |
| *routine dental problems                        | *nausea                            |
| *earaches                                       | *minor ulcers                      |
| *cosmetic conditions<br>(acne, plastic surgery) | *headaches (other than a migraine) |

“Spouse” means a husband or wife as defined or recognized under state law.

Provisions:

A. General Requirements:

1. Eligibility: Employees who have been employed by the City of Country Club Hills for one (1) year and who have worked at least 1,250 hours during the preceding fifty-two (52) weeks are eligible to take FMLA leave.
2. Upon request, an eligible employee may take up to twelve (12) weeks for any one leave or combination of leaves for birth, adoption or foster care placement; immediate family member illness; or employee illness. The 12 month FMLA period shall be measured from the date the employee takes his/her first day of FMLA leave.
3. If the requested leave qualifies as a City provided leave as set forth in the Personnel Manual or existing collective bargaining agreements and FMLA, the leave will run concurrently. For example, temporary disability or sick leave used for the birth of a child also qualifies as employee medical leave under the FMLA, and, as such, will also be deducted from the employee's leave entitlement under the FMLA.
4. The twelve (12) workweeks may be taken:
  - a. In one continuous 12 week period;
  - b. In several leave periods; and/or
  - c. Intermittently or on a reduced leave schedule, but inly, for a



serious health condition when medically necessary. The Mayor or his designated agent, in his/her discretion, may approve intermittent leave or a reduced leave schedule for post-birth or placement of a child for adoption or foster care (See Section E.1. below).

**B. Leave Entitlement**

1. Birth/Adoption Leave. Leave is available for the birth and care of an employee's child or the placement of a child for adoption or foster care with an employee. Birth/adoption leave entitlements expire 12 months from the date of birth or placement of the child.

a. The child being adopted or placed for foster care must be under the age of eighteen (18) or age 18 or older and "incapable of self-care" because of a mental or physical disability.

2 Family Medical Leave. Leave is available for the care of an employee's spouse, child or parent with a serious health condition. Parent does not include parent "in-law".

3. Personal Medical Leave Leave is available to an eligible employee who is unable to perform the functions of his/her position due to a serious health condition. An employee is unable to perform the functions of the position where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act (ADA).

4. Both Spouses Employed by the City. Where spouses are both employed by the City of Country Club Hills, the aggregate number of workweeks of leave to which both are entitled shall be limited to 12 workweeks during the 12 month period if FMLA leave is taken for the birth, placement of a child for adoption or foster care, or to care for a parent with a serious health condition. Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for one of the above purposes, each shall be entitled to the difference between the amount he or she has taken individually and 12 workweeks for FMLA leave for personal illness or to care for a sick child.

#### C. Substitute of Paid Leave

1. Employees are required to substitute any unused accrued paid leave, i.e., vacation, personal and sick leave, for FMLA leave, reducing remaining FMLA leave entitlement accordingly.

2. Leave taken for a serious health condition pursuant to IMRF temporary disability or other temporary disability plan, i.e. police pension plan, shall be credited against an employee's FMLA leave entitlement. Accrued paid leave will not be substituted while worker's compensation benefits are being received. As of the date workers' compensation benefits cease, an employee is required to substitute any unused accrued paid leave.

3. Leave taken for a serious health condition which results from injury to the employee pursuant to workers' compensation shall be credited against an employee's cFMLA leave entitlement. Accrued paid leave will not be substituted while workers' compensation benefits are being received. As of the date workers' compensation benefits cease, an employee is required to substitute any unused accrued paid leave.

D. Employee Notice Requirements

1. An employee must give no less than thirty (30) days written notice to the Mayor or his designated agent prior to the commencement of foreseeable leave. The written notice must set forth the reasons for the requested leave, the anticipated duration of the leave and the anticipated start of the leave.

2. In all cases where the necessity for leave is foreseeable based on planned medical treatment, the employee shall:

a. Schedule the treatment so as not to unduly disrupt the operations of the City, subject to the approval of the health care provider. This requirement may be met by providing the City with a proposed schedule for the leave with reasonable promptness after the employee learns of the probable necessity of the leave. Except in the event of an emergency, the schedule must be of sufficient definiteness so that the City can schedule replacement employees, if necessary.

b. Provide the City with not less than thirty (30) days notice before the date the leave is to begin, of the employee's intention to take leave for the purpose of planned medical treatment.

c. Provide the required medical certification (See Section F, below).

3. If an employee does not give the required thirty (3) days written notice for foreseeable leave, with no reasonable excuse for not complying with this requirement,

FMLA leave will be denied until at least thirty (30) days after the date the employee provides the required notice.

4. Where leave is not foreseeable and the leave must begin in less than thirty (30) days, the employee must provide written notice within two (2) working days of learning of the need for the leave, except in extraordinary circumstances where such notice is not feasible.

E, Leave Taken Intermittently or on a Reduced Leave Schedule

1. An employee shall not take leave for the birth or placement of a child for adoption or foster care intermittently or on a reduced leave schedule unless such leave is approved by the Mayor or his designated agent. If such leave is approved by the Mayor or his designated agent, the employee shall:

a. Be allowed to take leave intermittently or on a reduced leave schedule for only the first six weeks of the twelve (12) week FMLA entitlement. Absence from work must be in increments of not less than one (1) hour.

b. Schedule the intermittent or reduced leave schedule so it does not unduly disrupt the City's operation,

c. Provide the City, in writing, with the employee's proposed schedule of intermittent or reduced leave no less than thirty (30) days before the schedule is to commence. The schedule must be of sufficient definiteness so that the City is able to schedule replacement employees, if necessary, to cover the absences.

d. Intermittent leave or leave on a reduced schedule must commence within sixteen (16) weeks following birth, adoption, or placement of a child. The remaining six (6) week period must be taken in a single block.

2. An employee may take leave to care for his/her spouse, child, or parent with a serious health condition or for the employee's own serious health condition intermittently or on a reduced leave schedule when medically necessary. Medical necessity shall be determined and certified by a health care provider as provided in Section F, below.

a. Intermittent leave or leave on a reduced leave schedule may be taken in increments of no less than one (1) hour.

b. An employee is to schedule intermittent leave or leave on a reduced leave schedule so that it does not unduly disrupt the City's operation.

c. An employee must provide the City, in writing, a proposed schedule for intermittent leave or leave on a reduced leave schedule with reasonable promptness after the employee learns of the probable necessity of the leave. The schedule must be of sufficient definiteness so that the City may schedule replacement employees, if necessary.

3. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the City may require such employee to:

a. Transfer temporarily to an available alternative position for which the employee is qualified and that:

i. has equivalent pay and benefits; and

ii. better accomadates recurring periods of leave than the employee's regular position; or

b. Tranfer the employee to a part-time job with the same hourly rate of pay and benefits; provided, however, the employee will not be required to take more leave than is medically necessary.

4. When the employee is able to return to full-time work, he/she will be placed in the same or equivalent position as the position he/she left when FMLA leave commenced.

#### F. Medical Cerification Requirements

1. Medical certification is required for FMLA leave requested to care for a spouse, child, or parent with a serious medical health condition or for the eligible employee's own serious health condition. The medical certification must be provided by the Health care provider of the eligible employee, spouse, cvhild or parent, as appropriate. Employees may obtain medical cerification forms from the Mayor or his designated agent. Certification must include:

a. A certification as to which part of the definition of "serious health condition" applies to the patient's condition and the medical facts that support the certification;

b. The approximate commencememtn and prbable duration of the condition;

c. A statement that the eligible employee is needed to care fot his/her spouse, child or parent, or a statement that the employee is unable to perform the functions of

his/her position;

d. In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

e. In the case of certification for intermittent leave, or leave on a reduced leave schedule for a serious health condition that made the eligible employee unable to perform the functions of his/her position, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and

f. In the case of certification for intermittent leave, or leave on a reduced leave schedule to care for an eligible employee's spouse, child or parent, a statement that the employee's intermittent leave or a reduced leave schedule is necessary for the care of the spouse, child or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

2. The City may require, at the City's own expense, that the eligible employee obtain the opinion of a second health care provider designated or approved by the City concerning any information certified as provided above.

3. If the second opinion differs from the opinion in the original certification, the City may require, at the City's own expense, that the eligible employee obtain the opinion of a third health care provider designated or approved jointly by the City and the employee. The opinion of the third health care provider concerning the information certified above shall be binding on the City and the employee.

4. The employee must submit the required medical certification within fifteen (15) days of requesting FMLA leave if FMLA leave is foreseeable. If the leave is foreseeable, FMLA will be denied until certification is provided.

5. If FMLA leave is not foreseeable, the employee must provide the medical certification within a reasonable time. If the medical certification is not provided within a reasonable time, continuation of the leave will be delayed.

6. If an employee never provides the required medical certification, the leave will not be designated as FMLA leave and the employee will be subject to appropriate disciplinary action. In this case, the employee will not be subject to the protections of the FMLA.

#### G. Medical Recertification Requirements

1. A medical recertification is required once every thirty (30) days when the employee is on FMLA leave longer than thirty (30) days.

2. A medical recertification will be required prior to the thirty (30) day limitation if:

a. An employee requests an extension of the leave;

b. Circumstances described by the original medical certification have changed significantly; or

c. The City receives information that casts doubt on the continuing validity of the medical certification.

3. If the minimum duration of the period of incapacity specified on the medical



certification is more than thirty (30) days, recertification will not be required until the minimum duration has passed, unless one of the above conditions set forth in G.2. above, has been met.

4. The employee must provide the requested recertification within fifteen (15) days after the City's request, unless extenuating circumstances exist.

5. Upon request from the City, the employee must provide a certification from his/her health care provider of the employee claims that he/she cannot return to work after FMLA entitlement has been exhausted or has expired. Such certification must be provided within thirty (30) days from the date of the City's request for the certification.

6. Recerificaitons shall be provided at the employee's own expense.

#### H. Insurance and Benefits:

1. The City shall maintain, during the FMLA leave period, group health and dental insurance coverage at the same level and under the same conditions that applied before the employee's FMLA leave commenced.

a. If, prior to leave, the employees are required to contribute to the premium payments, and employee on FMLA leave shall be required to continue his/her share of the premiums.

b. The City's obligation to maintain health and dental benefits will cease if and when an employee informs the City of an intent not to return to work at the end of the leave period, if the employee fails to return to work when the leave entitlement is exhausted, or if the employee fails to make any required payments While on leave.

2. An employee has thirty (30) days to pay his/her share of any premiums for group

health and/or dental insurance coverage during FMLA leave. If the employee fails to pay, coverage will be dropped. The employee will receive written notice, at least fifteen (15) days in advance of the date coverage is to cease, advising that coverage will be dropped on a specified date, at least fifteen (15) days after the date of the written notice, unless payment is received by that date.

3. The City shall cover the premiums that the City paid for maintaining group health and dental insurance coverage for the employee during any period of unpaid FMLA leave under the following conditions:

a. The employee fails to return from leave after FMLA entitlement has been exhausted; and

b. The employee fails to return to work for a reason other than:

i. The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave; or

ii. other circumstances beyond the control of the employee; or

d. The employee does not provide the requested medical certification from his/her health care provider if the employee does not return to work within thirty (30) days after the City makes such a request; or

e. The reason stated in the medical certification for not returning to work does not meet the criteria set forth in subsection H.3.b., above.

4. The employee will continue to earn accrued benefits during paid FMLA leave.

5. The employee shall not be entitled to accrue any benefits or seniority during unpaid FMLA leave.

6. Employees shall not forfeit any benefits or seniority accrued prior to their taking FMLA leave.

7. With respect to pension and other retirement plans, any period of FMLA leave shall be treated as continued service for purposes of vesting and eligibility to participate in such plans.

I. Return from FMLA Leave

1. An employee returning from FMLA personal medical leave may be required to obtain a "fitness-for-duty" medical certification from his/her health care provider.
2. An employee, upon returning from FMLA leave, shall be entitled to be restored to the same position held when leave commenced. If the position is no longer vacant, the employee shall be offered an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
3. An employee may return to work prior to the scheduled end of his/her leave. The employee shall be returned to his/her old position or an equivalent position within reasonable time after the request to return to work early is made.
4. Reinstatement may be denied to an employee if:
  - a. The employee would not otherwise have been employed at the time reinstatement is requested (i.e. layoffs, shift elimination); or
  - b. The employee was hired for a specific term or only to perform work on a discrete project and the employment term or project is over.
5. The right of reinstatement to the same or equivalent position is contingent upon the employee's continued ability to perform all of the essential functions of the position. If the employee is unable to perform an essential function, he/she has no right to restoration to his/her original position or another position. The employee's FMLA

rights end with the expiration of the FMLA period. However, in certain circumstances, the employee may be entitled to protection under the ADA.

6. a “key employee” may be denied reinstatement if the denial is necessary to prevent substantial and grievous economic injury to the operations of the City of Country Club Hills.

#### J. Other Employee Rights

1. Executive, Administrative and Professional Employees. All employees are covered under this Policy regardless of exempt/non-exempt status. Note, however, executive, administrative and professional employees may come under the “key employee” exception (See Subsection H.6., above).
2. Interference with Rights. The City may not discriminate in employment against any eligible employee exercising his/her rights under the FMLA.
3. Statute of Limitations. An eligible employee must file a complaint with the U.S. Secretary of Labor or a private lawsuit within two (2) years after the alleged violation occurred or three (3) years in the case of a willful violation.
4. Holiday Pay. For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave, has no effect; the week is counted as a week of FMLA leave.

#### K. Procedures and Forms

1. When an employee requests FMLA leave, he/she will be provided The following:

- a. Copy of this pOlicey;
  - b. Employee written request form;
  - c. A notification of rights setting forth the employee's obligations and the City's expectations while the employee is on leave; and
  - d. Medical Certification form.
2. Employees who have questions in regard to this policy or their rights under the FMLA should contact the Mayor or his designee.

4.6.01      JOB TRAINING

It is the policy of the City to provide the highest level of municipal service available within the means of the government to reasonably finance. A logical product of this policy is employee training. An employee may be requested or required to participate in training sessions, courses, workshops, seminars, etc., to improve his skills and knowledge of this job. Such training may be partially on City time or partially on the employee's time, or entirely on either. The cost of training that is requested or required by the City will be borne by the City including:

- A.      Registration:
  
- B.      Fees:
  
- C.      Transportation-must be the most direct route that is most time and cost efficient as determined by the Department Head and approved by the City Manager. Prior approval must be obtained for use of personal vehicle and such use will be reimbursed at the maximum rate allowable under Federal Internal Revenue Service regulations, plus gasoline: or. if City owned vehicle is used, the cost of gasoline will be reimbursed:
  
- D.      Lodging-if the training event does not recommend or include on-site lodging, accommodations must be the most cost efficient available and within reasonable distance of the training site as determined by the Department Head and approved by the City Manager. Check-in may not be earlier than one (1) day prior to the first day of the training event and may not extend beyond checkout time on the final day of the training event:
  
- E      Meals-maximum of \$75.00 per day. breakfast (\$20.00), lunch (\$25.00) and dinner (\$30.00):
  
- F.      Taxis-customary rate for round trip between hotel and training site, if applicable:
  
- G.      Telephone calls-one long distance or toll call, not to exceed 5 minutes in duration.

charged to hotel room, if applicable:

H. Other related expenses.

Room upgrades and other expenses/costs incurred as a result of an employee's travel companion will not be paid for or reimbursed by the City. Room service, in-service movies and games, alcoholic beverages, souvenirs, unrelated parties, trips, excursions, etc.. are not covered expenses and will not be paid for or reimbursed by the City.

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Employee may obtain cash advance or be reimbursed for covered expenses. IN

**EITHER CASE, RECEIPTS ARE REQUIRED.** Requests for cash advances must be made in enough time to allow for Council approval.

Registration and related expenses for training, including transportation, lodging meals, etc.. are for specific employee(s) requested or required to participate

4.6.02.                    EDUCATION: Any employee of the City who enrolls in a job-related course, pre-approved by his Department Head and the City Manager, at a college or university with a University of Illinois tuition-cost comparability, who earns a "C" or better in the course, will be reimbursed 100% of the cost of books, fees and tuition.

Any employee of the City who has been employed at least one (1) year or more, who has successfully completed their probationary period, who enrolls in a job-related course, pre-approved by his/her Department Head and the City Manager, at least one (1) month in advance of the start of the course, at a Junior College or College or University with a University of Illinois tuition cost comparable and earns a "C" or better in the Course will be reimbursed 100 percent of the cost for books and fees, subject to the following



limitations:

- 1) The maximum reimbursement to any employee per city fiscal year shall be no more than \$1000.
- 2) If the employee leaves the employment of the city within one (1) year of completing the course, the employee shall return to, the city, the amount of the reimbursement. Employees terminated within one (1) year of completing the class, shall be exempt from this provision.
- 3) Reimbursement will be made at a maximum of One thousand (\$1,000.00) dollars per year, per employee for grade of "C" or better.
- 4) Courses must be job related.
- 5) Attendance must be pre-approved by the supervisor with final approval by the City Manager.
- 6) Reimbursement may be denied if an employee's work performance or attendance is deemed inadequate or if the employee has a record of suspensions resulting from disciplinary action.
- 7) If an employee is receiving financial aid (grants, scholarships, etc.) the amount of reimbursement from the City will be less the amount of financial aid. Educational loans that must be paid back will not be deducted.
- 8) Within thirty (30) days of completion of each term for which reimbursement is requested, the following documents must be submitted to the City Manager:
  1. original grade summary report (with school seal);
  2. original tuition bill on school letterhead or the appropriate school form.

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## ARTICLE 7

### INSURANCE

4.7.01.        INSURANCE. The city shall provide an insurance program which shall provide coverage effective as of the 31 st day after employment by the City, which shall include Hospital, Surgical, Life, Accidental Death, Dental, Accident and Sick Pay. The city will pay eighty (80) percent of the cost of the individual and family insurance for each employee enrolling in the program and the employee will pay the remaining twenty (20) percent. As noted in Article 5, Section 4.5.02, the City will pay one hundred (100) percent of the cost,.cf the employee's Accidental and Death, Life and Accident and Sickness Insurance Policy.

4.7.02.        WORKMEN'S COMPENSATION: All City employees will be covered by Workmen's Compensation while working for the City. The cost of this insurance will be borne entirely by the city. All injuries on the job must be reported immediately to the supervisor.

4.7.03.        POLICE PENSION FUND: All eligible Police Officers of the Police Department must participate in the Police Pension Fund as provided by Illinois Statute. Each participating member shall contribute by payroll deduction to the operation of the Police Pension Fund.

4.7.04.        RETIRED CITY PERSONNEL: PARTICIPATION IN THE HEALTH AND ACCIDENT INSURANCE PROGRAM: All City employees who have attained fifteen (15) years of continuous full-time employment with the City, who subsequently retire from City employment, shall be eligible, upon retirement, to continue to participate in the coverage provided for City personnel for Health and Accident Insurance, subject to the following

restrictions:

A. The cost of such participation shall be funded out from monies received from such retired city personnel.

B. Those eligible retired City personnel shall cease to be eligible and shall not continue to participate in the coverage provided for active, full-time city personnel for Health and Accident Insurance if:

1. After leaving the employment of the City such a retired City employee takes employment which makes him

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eligible for any other Health and Accident Insurance, or

2. The current insurer of the Health and Accident program of the City does not provide for participation by retired city personnel.

C. At no time during the employee's participation as an eligible retired employee shall the retired employee be able to increase the degree of participation or the number of insured under the Health and Accident Insurance beyond that which the employee had on the date one year prior to the date of his retirement from full-time continuous employment with the City.

D. An eligible retired employee who attains the age of sixty five (65) shall only be eligible for those insurance benefits supplemental to medicare or a like program as are offered under the provisions of the policy in effect during the period of his eligibility after sixty five years of age.

E. The eligible retired employee shall not, because of this ordinance, have a right to continue to participate in a Health and Accident Insurance program should the Health and Accident insurance program cease or the benefit or coverage for retired employees cease. At the time such program or benefits or coverage ceases, the retired employee's ability to participate in such a program benefit or coverage shall also cease.

4.7.05. RETIRED CITY PERSONNEL: PURCHASE OF LIFE INSURANCE:

Any employee who retires with at least fifteen continuous years of full-time employment with the City shall be eligible to purchase a life insurance policy with a value not to exceed \$5,000 subject to the following restrictions:

A. All premiums due for said policy shall be fully paid by the retired employee.

- B. The retired employee shall determine the amount of life insurance to be purchased within thirty (30) days of the date of retirement.
  
- C. The retired employee's right to purchase said life insurance shall be subject to the terms and conditions of the carrier covering all city employees. Should coverage cease to be available, the retired employee's right to participate shall also cease.

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ARTICLE 8  
GRIEVANCE PROCEDURE

4.8.01. GRIEVANCES: The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the intention of the City to adjust the causes of grievances informally.

4.8.02. IN WRITING: All grievances shall be in writing and shall be presented within three (3) working days of the date of occurrence.

4.8.03. PROCEDURES: All grievances shall be processed in the following manner. If the grievance is settled to the employee's satisfaction, grievance procedure shall terminate at that step:

A. First Step: Employee submits in writing his grievance and requests a meeting with his supervisor to discuss alleged grievance. The supervisor, within twenty four (24) hours (excluding Saturday, Sunday and holidays), shall meet with the employee to answer said grievance. A copy of said grievance as well as the supervisor's answer shall be given to the employee within two (2) working days with copies forwarded to the Department Head and the City Manager. If the grievance is not resolved to the employee's satisfaction, the employee may proceed to the next step within forty eight (48) hours (excluding Saturday, Sunday and holidays).

B. Second Step: The employee requests a meeting with the Department Head and supervisor to discuss action taken in the first step. Department Head, within forty eight (48) hours (excluding Saturday, Sunday and holidays), shall meet with the employee to answer the grievance. The Department Head within ten (10) working days will state in writing his answer to said grievance, copies being given

to the employee and City Manager. If grievance is not resolved to the employee's satisfaction, the employee may proceed to the next step within forty eight (48) hours (excluding Saturday, Sunday and holidays).

C. Third Step: The employee requests a meeting with the City Manager to discuss action taken in the first and second steps. The City Manager within five (5) days (excluding

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Saturday, Sunday and holidays), shall meet with the employee to settle the grievance. The decision shall be issued within thirty (30) days and the City Manager's decision shall be final and binding.

4.8.04.                    DISCIPLINE AS A RESULT OF GRIEVANCE: No employee shall be disciplined or discriminated against in any way because of his proper use of the grievance procedure.

4.8.05.                    POLICE DEPARTMENT: Sworn personnel of the Police Department shall follow the grievance procedures established by the Department and the rules of the Board of Police and Fire Commissioners.

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## ARTICLE 9

### DISCIPLINARY PROCEDURES

- 4.9.01.        STATEMENT OF POLICY: Municipal employees are beneficiaries of certain privileges and benefits which are set forth in this chapter. In exchange, the City requires standards of conduct and behavior directed to the provision of good government. Failure to abide by these rules may result in disciplinary action. Such disciplinary action shall be, whenever possible, of an increasingly progressive nature, the steps of the progression being warning (verbal and/or written), suspension without pay, demotion or dismissal.
- 4.9.02.        SUSPENSION WITHOUT PAY: The City Manager may suspend, without pay, an employee for insubordination, failure to perform assigned work, conduct unbecoming a City employee, or other valid reasons which, in the opinion of the City Manager and the Department Head, warrants taking disciplinary action for any period not to exceed thirty (30) days. Notice of suspension shall be transmitted by Certified Mail and shall contain the reasons for such action. All employees shall have the right of appeal as described in Section 4.9.04.
- 4.9.03.        DISMISSAL: Serious offenses such as repeated violations of the working rules, incompetency, insubordination, intentional failure or refusal to carry out instructions, misappropriation of City property, misconduct while on duty, falsification of information, failure to properly report work related accidents or personal injuries, neglect or carelessness resulting in damage to property or equipment or endangering other persons, repeated convictions, during employment, on misdemeanor and/or traffic charges when such conviction results in absence from work or inability to perform normal work duties, introduction, possession or use on City property or in City vehicles of

intoxicating liquors or controlled substances or reporting to work under the influence of drugs or liquor may result in an employee being dismissed by the City Manager. Notice of such action shall be transmitted by Certified Mail and shall contain the reasons for such action. All employees shall have the right of appeal as described in Section 4.9.04.

4.9.04. APPEALS: In any case of disciplinary action, suspension or dismissal, an employee shall have five (5) days from receipt of notice by Certified Mail in which to file written notice of appeal. Such appeal shall be filed with the City Clerk and made to the Mayor and City Council. The City Council shall meet in executive session with the employee and the city Manager within five (5) days of receipt of written notice of appeal by the employee. At this meeting, the employee may have an attorney present and shall have an opportunity to submit oral or written statements in his behalf and any relevant exhibits. The City Council shall determine if the disciplinary action taken, the suspension or the dismissal, shall be sustained, reduced or increased in severity.

4.9.05. DISMISSAL DF DEPARTMENT HEADS: The City Manager may dismiss Department Heads, with the exception of those positions appointed by the Mayor and City Council, for incompetency, insubordination or conduct.unbecoming a public official with the approval of the Mayor and City council. Such dismissal shall be by written notice and transmitted by Certified mail.

4.9.06. POLICE DEPARTMENT: The provisions of this section do not apply to the members of the Police Department who are otherwise covered by the Rules of the Board of Police Commissioners.

4.10.01 COMPENSATION OF EMPLOYEES: All City employees shall be compensated in accordance with the rates shown in Salary Schedule 4.10.1.

SCHEDULE 4.10.01  
EMPLOYEE SALARY SCHEDULE - ANNUAL

<u>POLICE DEPARTMENT</u>	<u>HOUR/ WEEK</u>	<u>A</u>			
		<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Secretary	40	25,177	27,184	29,219	31,252
Telecomm/Oper/Clerk	40	23,143	25,072	26,843	28,715
Leads Coordinator	40				29,854

Records Supervisor	40			29,854
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DEPARTMENT OF PUBLIC WORKS, WATER & SEWER:

Supt. of Public Works	40		47,667 -	55,612
Supt of Water & Sewer	40		45,387 -	52,951
Water Operator	40		34,833 -	40,639
Water & Sewer Maintenance	40		27,708 -	32,326
Mechanic	40		28,979 -	33,809
Labor Supervisor	40	34,763	-	44,558
Laborer	40		23,287 -	29,787
Supervisor of Water Clerks	35		23,986 -	28,963
Water Clerk	35		20,547 -	23,972

GENERAL OFFICE BUILDING DEPARTMENT:

Deputy City Manager	40		45,501 -	53,083
Building Commissioner	40		38,464 -	44,874
Planning Director/Building	40		44,000 -	55,000
Health Officer/Code Enfor.	40		27,909 -	32,561
Secretary I	35		19,665 -	24,209
Secretary II	35		21,347 -	25,150
Payroll Clerk	35		24,867 -	29,012
Asst. Payroll Clerk	35		18,318 -	21,371
Director	40		24,000 -	28,500

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ARTICLE 10  
SALARIES

4.10.01.Compensation of Employees: All City employees shall be compensated in accordance with the rates shown is Salary Schedule 4.10.01

Schedule 4.10.01 Employee Salary Schedule -Annual

<u>POLICE DEPARTMENT</u>	<u>HOUR/ WEEK</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Administrative Secretary	40	28,135	30,242	32,346	34,178	
Telecomm/Oper/Clerk	40	25,949		27,783	29,721	
			31,449			
Leads Coordinator	40					32,673
Records Supervisor	40					32,713
Records Secretary	40					25,450
Community Service Officer	40					17,922

DEPARTMENT OF PUBLIC WORKS AND WATER & SEWER:

Supt, of public Works	40		49,335	57,010		
Supt., of Water & Sewer	40		46,975	54,283		
Water Operator	40		36,052	43,119		
Water &Sewer Maint.	40		28,678	33,140		
Mechanic	40		29,993	35,872		
Mechanic Assistant	40		22,000	22,880		
Labor Supervisor	40		35,980	41,577		
Laborer	40		24,102	32,065		
Supervisor of Water Clerks	35		24,826	31,176		
Water Clerk	35		21,266	24,574		

ADMINISTRATION & BUILDING DEPARTMENT:

City Manager	40	54,941 74,880
Planning Director	40	46,445 55,435
Finance Director	40	51,000 54,896
Building Commissioner	40	39,810 45,650
Health Officer/Code Enforcer	40	26,000 28,525
Communications Director	40	24,840 27,040
Secretary 1	35	22,000 24,220
Secretary 11	35	25,000 27,000
Payroll Clerk	35	25,737 29,741
Asst Payroll Clerk	35	22,119 24,861
	35	19,000 20,990

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4.10.02. SALARY INCREASES:

- A. Employees (excluding non-sworn Police Department personnel): Increases in salary to higher levels of the salary range shall be based on the experience, knowledge and performance of an employee. Each employee shall be evaluated twice a year. His salary shall be reviewed annually. Competent employees shall be eligible to receive the area average annual increase. Salary increases shall be effective on the date determined in the salary review and shall be approved by the Mayor and City council.
  
- B. Employees (non-sworn Police Department personnel: Non-sworn members of the Police Department shall be given an automatic increase in salary to the next highest salary level for their position on the anniversary date of their employment and each succeeding anniversary. date until the maximum level for the position is reached.
  
- C. Effective Date: All salary increases that are a result of moving from one step to another or from longevity shall be effective for the pay period following the employment anniversary unless the. employment anniversary date falls on the first day of the pay period, or unless approved otherwise. If the anniversary date falls on the first day of the pay period, the increase is effective on that date.

4.10.3. LONGEVITY: All full time employees of the City shall receive automatic longevity increases in salary of two percent (2 0) on the fifth, three and three quarters percent (3.75 %) on the tenth, five and a half percent (5.5 %) on the fifteenth and seven and one quarter (7.25 %) on the twentieth anniversary date of full time employment.

Part time employees are also eligible for longevity increases in salary. Part



time employees will receive their longevity increases when accumulated part time hours of continuous service equal the anniversary bench marks for full time years of service, based on a forty hour work week.

Part time employees shall receive an automatic longevity increase in salary of two percent (2%) upon the completion of 10,400 hours of continuous service; three and three quarters percent (3.75%) upon the completion of 20,800 hours of continuous service; five and a half percent (5.5%) upon the completion of 31,200 hours of continuous service and seven and one quarter (7.25%) upon the completion of 41,600 hours of continuous service.

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## ARTICLE 11

### POLITICAL ACTIVITY

Employees shall not be prevented from being appointed or retained on the basis of their political activity.

Employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute, or solicit funds, or support for the purpose of supporting or opposing the appointment or election of candidates for City office.

Employees are encouraged to exercise their right to vote in any and all elections.

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MISCELLANEOUS RULES AND REGULATIONS

4.12.01. VEHICULAR EQUIPMENT MM MACHINERY CARE:

A. Every employee who has occasion to operate a municipal vehicle or other machinery is charged with the responsibility of maintenance of such equipment. Maintenance includes the checking of oil, water in radiator, cold and hot weather care, tire pressure, battery water and the cleanliness of the equipment.

B. All defects in any piece of equipment must be called to the attention of the Department Head immediately by use of the daily trip log.

C. Failure to properly care for municipal equipment shall result in disciplinary action being taken up to and including dismissal.

D. City owned equipment shall not be used for personal, reasons such as going to lunch, etc. unless the nature of the employee's work requires such and approval is given by the Department Head, or unless the equipment has been assigned to the employee for his personal use.

E. City owned equipment shall not be used for purposes of conducting a private business enterprise.

4.12.01A ACCIDENT AND DAMAGED TO PROPERTY REVIEW COMMITTEE:

A REVIEW COMMITTEE is formed to review accidents and damage to property incidents that;

(a) are classified as AVOIDABLE;

(b) are classified as UNAVOIDABLE but occurred under suspicious or unusual circumstances; or,

(c) where one member of the Review Committee does not concur with the Department Head's recommendation; or,

(d) the incident is assigned for review by the City Manager.

The Review Committee shall consist of the Finance Director, a supervisor, other than the Department Head. from the operator's unit of assignment and one (1) employee from the operator's unit of assignment with the

same or similar duties as the operator.

The operator of a City-owned vehicle or equipment must immediately report all accidents, breakdowns, malfunctions or damage of the vehicle or equipment regardless of the operator's assessment of the extent of the damage and regardless of whether repair work is required.

For reporting purposes, the term "IMMEDIATELY" is defined as the "exact time of occurrence," if possible, but in no case later than the end of the tour of duty in which the accident, breakdown, malfunction or damage occurs or is noticed.

The term "REPORT" as used in this policy refers to both verbal and written notification to the operator's immediate supervisor describing in detail circumstances surrounding the incident.

If the operator of the vehicle or equipment is injured as a result of an accident, breakdown, malfunction or damage and is unable to prepare a written report, it becomes the responsibility of the immediate supervisor to prepare such written report within the time guidelines specified above. Failure to report an accident or damage may result in disciplinary action, up to and including termination of employment.

If the operator of a City-owned vehicle or equipment claims that vehicle or equipment malfunction (faulty breaks, steering, etc.) is the cause of the accident

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or damage, the operator must not continue to operate the vehicle or equipment and must notify his/her supervisor immediately.

Upon arrival, the supervisor will notify the Department Head and have the vehicle or equipment towed or otherwise removed to the maintenance garage for diagnostic assessment by a qualified mechanic. Under no circumstances will the supervisor operate or authorize another to operate a vehicle or piece of equipment that is claimed to be unsafe due to equipment malfunction until:

- (a) a diagnostic assessment has been performed by a qualified mechanic; **AND**,
- (b) the vehicle or equipment is repaired and/or certified as safe to operate.

In all cases, the immediate supervisor will notify the Department Head when feasible to do so and provide as much information as possible regarding the incident. Department Heads will respond to all personal injury accidents, accidents involving extensive property damage and/or accidents involving unusual circumstances.

A Department Head who receives a written report of an accident, breakdown, malfunction, or damage of City owned vehicles or equipment, will:

- (a) conduct a preliminary investigation to determine the cause of incident;
- (b) assess injuries and the extent of damage to property;
- (c) ensure that photographs are taken;
- (d) collect all ancillary reports (witness statements, hospital and relevant case reports, etc.); and,

- (e) prepare a detailed cover report of his/her findings, including a determination as to whether the incident was AVOIDABLE OR UNAVOIDABLE.

The Department Head's report must be submitted to the City Manager within three (3) days of the incident.

In the absence of the Department Head, the supervisor on duty is responsible for the preliminary investigation, collecting reports and submitting a written report to the City Manager, as described above.



The City Manager will notify the Mayor and the Review committee and submit an Accident/Damage Report Package to each. The Review Committee may conduct a "paper review of the incident, if appropriate.

The term "PAPER REVIEW" as used in this policy refers to an individual review of the Accident/Damage Report Package by each member of the Review Committee. After review of the Accident/Damage Report Package, each member of the Review Committee will sign and date a Committee Review Form indicating that he/she **CONCURS** or **DOES NOT CONCUR** with the Department Head's classification of the incident as **UNAVOIDABLE**. The final member of the Review Committee to review the Accident/Damage Report Package will forward it to the City Manager. A paper review must be completed within five (5) days of receipt of the Accident/Damage Report Package by the first member of the Review Committee.

The Review Committee **MUST** meet for a joint deliberation of an incident if:

- (a) the Department Head classifies the accident or damage to property incident as **AVOIDABLE**;
- (b) the Department Head classifies the accident or damage to property incident as **UNAVOIDABLE** but the incident occurred under suspicious or unusual circumstances;
- (c) one member of the Review Committee does not concur with the Department Head's recommendation; or
- (d) assigned for review by the City Manager.

Any member of the Review Committee who does not concur with the Department Head's classification of the incident must complete a report detailing the basis of his/her

non-concurrence.

## REVIEW COMMITTEE HEARING

The purpose of a Review Committee hearing is to:

- (a) review the facts and circumstances surrounding the accident or damage to property incident:
- (b) afford the operator of the vehicle or equipment an opportunity to convey his/her version of the incident;
- (c) determine if disciplinary action, additional training, modification of policy or equipment, etc., are required to prevent recurrences.

## CONDUCT OF THE HEARING

### REVIEW COMMITTEE

The Review Committee shall convene within five (5) business days of the accident or damage to property incident.

At each Review Committee hearing, one (1) member will volunteer or be elected to chair the meeting and ask questions and one (1) member will volunteer or be elected to tape record the proceedings and take minutes. (The tape recording of the meeting is for administrative review to ensure accuracy of the minutes and will be destroyed by the City Manager after the minutes are verified as accurate. Neither the operator of the vehicle or equipment nor his union representative is entitled to receive a copy of the tape recording).

Any member of the Review Committee may request additional information and/or evidence and may request a continuance to allow time to review the evidence after it is received.

The Review Committee must submit a written report of its findings (**AVOIDABLE OR UNAVOIDABLE**), along with a Committee Review Form, to the City Manager within 48 hours of the hearing. Findings of the majority of the three (3) person committee shall prevail. The dissenting member must submit a non-concurrence report. Each member of the Review Committee must sign the Committee Review Form indicating his/her individual findings

Review Committee findings are recommendations only and are not binding upon the City Manager.

### OPERATOR OF VEHICLE OR EQUIPMENT

The operator (hereinafter referred to as "responsible member") of the vehicle or

equipment:

(a) must appear at the Review Committee Hearing;

(b) must be given at least 48 hours advance notice of the date and time of the hearing;

(c) may request a continuance not to exceed 48 hours;

(d) is entitled to union representation at the Review Committee hearing. (The sole purpose of the union representative's presence is to advise the responsible member. Neither the union representative nor the responsible member may question members of the Review Committee

and the union representative may not respond to questions for the responsible member;

(e) may not refuse to answer questions asked of him at this administrative hearing. (A responsible member's failure or refusal to respond to questions may result in disciplinary action, up to and including termination of employment from the Department;

(f) is entitled to review documents obtained by the Review Committee.

## **CITY MANAGER**

If the accident or damage to property incident is classified as avoidable, the City Manager will obtain a copy of the responsible member's previous disciplinary history to determine an appropriate penalty based upon progressive discipline. The City Manager will conduct a pre-disciplinary meeting with the responsible employee to afford the employee an opportunity to rebut the findings. The responsible member may have a union representative present during the pre-disciplinary meeting.

The City Manager may alter or re-classify the findings of the Review Committee.

## **MISCELLANEOUS**

The pre-disciplinary meeting is administrative in nature and serves only as an internal mechanism providing due process to Department members.

The pre-disciplinary meeting is subject to the timeliness requirements of administrative due process and contractual obligations. It is imperative, therefore, that pre-disciplinary meetings be held without unnecessary delay.

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4.12.02.      KEYS AND OTHER EQUIPMENT:

A. Every employee who has possession of any key, tools clothes, or other equipment owned by the City on a full time basis must register his name and the serial number of the key or other equipment with his Department Head.

B. All such equipment must be turned in and accounted for by any employee who terminates his services with the City prior to the receipt of his final compensation.

C. Every employee shall be responsible for the safe keeping and care of all equipment assigned to him. All expenses incurred by the loss of such equipment shall be borne by the employee.

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D. The duplication by a locksmith or other person of keys opening structure or equipment owned by the City is prohibited. Any employee found having such a duplicate will be dismissed from City employment.

4.12.03.     PRESS RELEASES: Written press releases concerning municipal affairs shall be released to the press by the City Manager.

4.12.04.     GIFTS OR TIPS: No employee shall directly or indirectly solicit, accept, or receive any gift or consideration for personal gain whether in the form of money,        service, loan, travel, thing or promise offered because,-.;of City service or        employment or any activity connected with such employment. Duly authorized        compensation approved by the City Council shall not be considered a violation of        this policy.

4.12.05.     PERSONAL TELEPHONE CALLS: Personal telephone calls shall be governed        by departmental work rules. Under no circumstances shall personal calls be        allowed to disrupt work unnecessarily. In no case shall personal phone calls be        made on emergency phones. All charges for long distance calls outside local area        codes shall be reimbursed to the City by the employee.

4.12.06.     PERSONNEL RECORDS: Every employee has the right,

#### **REVIEW OF PERSONNEL RECORDS**

This policy establishes procedures by which an employee of the City of Country Club Hills may inspect and/or copy certain documents pertaining to the employee that are maintained in the employee's personnel file.

For the purpose of this policy, "employee" refers to all employees, sworn and civilian, of

the City of Country Club Hills; employees on approved leaves of absence or who are subject to recall after layoff; and, former employees whose employment with the City of Country Club Hills has been terminated within twelve (12) months of the date of the request to inspect and/or copy certain personnel documents pertaining to them.

Personnel documents subject to an employee's review include documents which are, have been or are intended to be used in determining that member's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action.

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Personnel documents that are not subject to a member's review include the following:

1. Letters of reference, including background investigation material prepared prior to the original appointment, return from leave of absence or reinstatement.
2. Any portion of a test document administered by the City of Country Club Hills except that the member may see a cumulative total test score for either a section of or the entire test document.
3. Materials relating to the City of Country Club Hills' staff planning, such as matters relating to the development, expansion, closing or operational goals, where the materials relate to or affect more than one employee, provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the City of Country Club Hills in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline.
4. Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
5. Records relevant to any other pending claim between the City of Country Club Hills and the employee that may be discovered in a judicial proceeding.

6. Investigatory or security records maintained by the City of Country Club Hills to investigate criminal conduct by an employee or other activity which could reasonably be expected to harm the City or could by the employee's activity cause the City financial liability, unless and until the City takes adverse personnel action based on the information in such records.
7. The City of Country Club Hills shall retain the right to protect its records from loss, damage, or alteration in order to ensure the integrity of the records.
8. The Office of the Mayor/Office of the City Manager is the official repository for personnel records, however, to facilitate the day-to-day operations of a department, a department head may maintain a "working file" on employees under his/ her direct supervision.

## I. PROCEDURES

1. The City will allow an employee to review his/her personnel record at least two (2) times in a calendar year provided the requests are made at reasonable intervals, unless otherwise provided in a collective bargaining agreement.
2. An employee who wishes to review his/her personnel record must submit a written request through the chain of command to the City Manager. If the employee's request is approved, the employee will be provided the opportunity to inspect the requested record within seven (7) working days following the date of the request. If the City Manager can reasonably demonstrate that the requested record cannot be made available within the seven (7) working day deadline, the City will have an additional seven (7) days to comply with the request. All requests to review personnel records

will be maintained in the record requested for review.

3. An employee may not remove any part of his/her personnel record.
4. At the employee's expense, the employee may obtain a photocopy of all or part of the record upon submission of a written request.
5. If an employee disagrees with any information contained in his/her personnel record, he/she may submit a written statement explaining the reasons for disagreeing with the information and the statement will be attached to the disputed record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file.

6. An employee involved in a grievance procedure against the City may designate, in writing, a representative to inspect the employee's personnel record that may have a bearing on the resolution of the grievance.
7. If an employee can demonstrate that he/she is unable (e.g., the employee is confined to bed or is a former employee who resides outside the City) to review his/her personnel record in person at the location where it is maintained, the City will, upon the employee's written request, mail a copy of the requested record to the employee. ..
8. An employee who reviews his/her file at a time he/she is not working will not be paid overtime.
9. An employee shall have remedy through legal action to have false information expunged.

## II. DISCLOSURE OF INFORMATION TO THIRD PARTIES

1. The City will not release information concerning an employee's disciplinary history without written notice to the affected employee except when:
  - a. The employee has specifically waived written notice as part of a written, signed employment application with another employer.
  - b. The disclosure is ordered to a party in a legal action or arbitration.
  - c. The information is requested by a government agency as a result of a claim or complaint by an employee or as a result of a criminal investigation by such agency.

- d. An employee of the City authorized to review such information requests the information.
2. Written notice of such review will be sent by first class mail to the affected employee's last known address and will be mailed on or before the date the information is divulged.

### III. EXPUNGEMENT OF DISCIPLINARY RECORDS

1. If the employee is covered by a bargaining unit agreement, expungement of disciplinary records shall be governed by the terms and conditions of such agreement.
  
2. If the employee is not covered by a bargaining unit agreement, expungement of disciplinary records shall be governed by State statute.

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ARTICLE 13

DRUG FREE WORKPLACE POLICY

4.13.01      STATEMENT:

This ordinance establishes a Drug Free Workplace Policy that frees the City of Country Club Hills, its employees and the general public from the effects of alcohol and illegal drugs in the workplace. It is the policy of the City of Country Club Hills to preserve the health, safety and general welfare of its employees and in doing so expects its residents and employees.,to report to work competent and sober. This ordinance stipulates the factors governing the enforcement of this policy and provides logical procedures for the achievement of this purpose.

4.13.02      PROHIBITIONS:

No employee of the City of Country Club Hills may:

- 1      be under the influence of alcohol and/or drugs not prescribed for medical or medicinal purposes directly prior to and during work hours;
  
- 2      use alcohol/illegal drugs while in City buildings, vehicles, on city property nor in the City uniform;
  
- 3      buy, manufacture, sell, transport, nor purchase intoxicating liquor/illegal drugs during work hours; nor
  
- 4      use any alcoholic beverage or possess any open containers of alcoholic beverages on any street, sidewalk, or public place within the city while on duty. This shall not prohibit the consumption of alcohol at City-related social or civic events. For the

purposes of this section, "within the City", shall include but not be limited to streets, sidewalks, city buildings, City vehicles and City property.

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4.13.03      TESTING:

Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the city shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Chapter.

1      ORDER TO SUBMIT:

If any employee is suspected of being under the influence of alcohol or illegal drugs, they may be required to submit to testing in order to confirm that they either are or are not under the influence of alcohol and / or illegal drugs.

2      EMPLOYEE DRUG / ALCOHOL TESTING:

A      When the department head has a reasonable suspicion that an employee is under the influence of alcohol or illicit drugs, the department head may require the employee to submit to a breathalyzer exam or a blood/urine test.

B      Any employee required to take a blood or urinalysis test shall be required to sign whatever consent forms necessary in order for the city to obtain the test results.

C      Any employee who is ordered to submit to an examination or test as set forth above and refuses to do so, and any employee who refuses to execute such forms as may be necessary to allow the City to obtain test results of such examination, shall be subject to disciplinary action, including, but not limited to suspension or dismissal.

4.13.04      VOLUNTARY REQUEST FOR ASSISTANCE:

The City of Country Club Hills encourages its employees to voluntarily pursue treatment, counseling, or other support for an alcohol/drug related problem.

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4.13.05      DISCIPLINARY PROCEDURES

Disciplinary procedures as set forth in chapter 4, Article 9 of the Municipal Code or applicable collective bargaining agreement shall prevail.

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