



Village of Gilberts

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VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING AGENDA

Tuesday, January 14, 2020 - 7:00 p.m. - Village Hall Board Room

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT*

Intended for public comment on issues not otherwise on this agenda, those comments offered when individual issues are discussed

4. ITEMS FOR DISCUSSION

A. Presentation and Discussion of Proposed Changes to the Village' Personnel Policy and Village Code Related to Passage of the Cannabis Regulation and Tax Act, and amendments to the Illinois State Officials and Employees Ethics Act

B. Presentation and Discussion of a Renewal of an Agreement for Animal Control Services with Kane County Animal Control

5. STAFF REPORTS

6. TRUSTEES' REPORTS

7. PRESIDENT'S REPORT

8. EXECUTIVE SESSION*

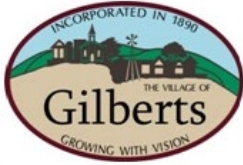
9. ADJOURNMENT

***Executive Session Information**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: January 14, 2020 Committee of the Whole
Re: Item 4.A: Presentation and Discussion of Proposed Changes to the Village's Personnel Policy and Village Code Related to Passage of the Cannabis Regulation and Tax Act, and amendments to the Illinois State Officials and Employees Ethics Act

In December 2019, the Village addressed the zoning issues related to the passage by the State of Illinois of the Cannabis Regulation and Tax Act (CRTA). The remaining pieces to be addressed as a result of the CRTA are related to the Village's Personnel Policy and local ordinances to ensure they are in conformance with state law.

Included as an attachment to this memo is a redline version of the Village's Personnel Policy incorporating the necessary changes required to be in conformance with state law with respect to the CRTA.

The redline draft of the Village's Personnel Policy also includes language related to the reporting of allegations of sexual harassment by elected official against elected officials. This is an update required by state law (amendment to the Illinois State Officials and Employees Ethics Act) and is included to ensure the Village is in conformance.

Also included is a draft ordinance amending the Village Code regarding local cannabis enforcement. Again, this amendment is being proposed to ensure the Village's Code is in conformance with state law.

Attachments

1. Draft Redline of the Village's Personnel Policy
2. Draft Ordinance Amending the Village Code Related to the CRTA

VILLAGE of GILBERTS

PERSONNEL MANUAL

**Passed by the Board of Trustees
of
Village of Gilberts**

May 1, 2007

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1. INTRODUCTION

1.1 GENERAL POLICY

It is the policy of the Village of Gilberts (hereafter referred to as the "Village"), to provide, support, implement, and maintain high quality services and facilities in order to promote and protect and enhance the health, safety, welfare and quality of life of its citizens. The ability of the Village to provide high quality services to its residents is dependent in large part on the employees of the Village performing at a consistently high professional level. The Village takes pride in the spirit of professionalism, warmth and hospitality of its employees, who as public servants are charged with the responsibility to courteously deliver reliable, efficient and effective municipal services.

This personnel manual shall be made available to all Village employees. All employees are expected to read the Personnel Manual, become familiar with its contents, follow the procedures contained within and sign a statement that the employee shall comply with the provisions set forth herein.

1.2 PURPOSE OF MANUAL

The purpose of this Personnel Manual is to provide the employees of the Village of Gilberts guidance in understanding and executing the duties, responsibilities and privileges of their employment with the Village. The Personnel Manual establishes the standard administrative procedures for employee hiring, discipline, benefits and services. The Village reserves the right to take any action deemed to be in its best interests, as a particular situation or circumstances may dictate.

Nothing contained in this manual and nothing said or done by a Village employee is intended as an employment contract between the Village and any employee or a guarantee of continued employment. The Village and the employee both have the right to terminate the employment relationship at any time, with or without cause and with or without notice. This relationship is therefore considered to be employment "at-will."

Each rule of the Personnel Manual and each section thereof is an independent rule. Should the provisions of any rule or section to be held void, invalid, or ineffective, for any reason, said determination does not affect the validity of any other rule or section.

This Manual supersedes and replaces all prior versions, draft and other policy statements on the matters set forth in this Manual. In the event of any conflict between the provisions of this Manual and the provisions contained in any collective bargaining agreement that may be applicable to union employees of the Village, the collective bargaining agreement shall control with respect to the union employees in question. If an issue is not specifically addressed in a collective bargaining agreement, this Manual shall control.

1.3 DEFINITIONS

For the purpose of this Manual, the following definitions shall apply:

Authority - Approval of personnel policy is vested in the President and Board of Trustees. It is the responsibility of the Village President to provide copies of recommended modifications to the Board of Trustees for final approval. The overall authority and responsibility to administer the personnel policy is vested in the Village President with approval by the Village Board of Trustees. The Village Administrator and Department Heads shall be responsible for the day-to-day administration of the personnel policies, procedures, rules and regulations.

CDL – Commercial Drivers License issued by the State of Illinois.

Department Head - Department Head is the supervisor of a department. When the Department Head is not identified the Village Administrator shall be considered the Department Head until such time as a Department Head is identified.

Employee Year – A twelve (12) month period, beginning with the first day of employment of an employee.

Exempt Employee - An exempt employee is any employee of the Village, whether having achieved full employment status or not, who is exempted from coverage by the Fair Labor Standards Act (FLSA) or its amendments for purposes of wages and overtime. Determination of exempt status shall be based on whether each written job description satisfies the criteria for an “Executive,” “Administrative,” “Professional” or “Creative” exemption, as established by Section 13(a)(1) of the Fair Labor Standards Act, as amended, and within guidance set forth by the U.S. Department of Labor.

Fair Labor Standards Act (FLSA) – Federal law that prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment.

Fiscal Year - May 1st to April 30th - the Village Fiscal Year.

Family Medical Leave Act (FMLA) – Federal law that requires employers to grant eligible employees up to a total of 12 workweeks of unpaid leave during any 12-month period for the birth and care of a newborn child; adoption or placement of a child in a foster home; the care of an immediate family member with a serious health condition, or an employee’s own serious health condition [29 CFR Part 825].

Gratuities - Gratuities shall include but are not limited to such items as: money; gift certificates; cash; contributions; stock; bonds; consumable goods such as liquor, candy, food, beverages; sporting goods; automotive equipment; appliances; clothing; flowers; plants; landscaping material; office supplies; perfume; cologne; electronic equipment; books; magazines; subscriptions; pictures; paintings; memberships; records; tapes; furniture and other such items for personal use.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) – Federal law that regulates the continuity of health insurance coverage, pre-existing conditions, and the maintenance of and access to individuals’ medical records.

Hourly Employee - Any person hired by the Village who may be regularly scheduled and is paid on an hourly basis.

Excused Leave - a non-paid excused work absence.

NIDA – National Institute of Drug Abuse (NIDA) is a Federal scientific research institute under the National Institutes of Health, U.S. Department of Health and Human Services.

Non-Exempt Employee - A non-exempt employee is any employee of the Village, whether having achieved full employment status or not, who is provided coverage by the Fair Labor Standards Act as amended for purposes of wages and overtime. An employee shall be considered non-exempt until such time that the written job description for the employee’s position satisfies the

criteria for a qualified exemption as set forth in Section 13(a)(1) of the Fair Labor Standards Act.

Part time Employee – an employee that works less than forty (40) hours per week.

Personal Days – Paid excused work absence days to be used for sick and/or personal business.

Police Department Operating Manual - Separate and distinct Manual for Police Department employees only and supplemental to this Village Personnel Manual. In the event of any conflict between the provisions of the Police Department Operating Manual and this Personnel Manual, the more stringent provisions shall apply unless otherwise specifically approved by the Village Board.

Personnel Record Review Act (PRRA) - State statute that provides an employee a right to review, copy and correct personnel records, and prescribes the gathering and use of information about the employee by an employer. [820 ILCS 40/0.0/et.seq.]

Part Time Employee – an employee scheduled to work less than thirty-five (35) hours, but more than twenty-four (24) hours per week for fifty-two (52) weeks of the year.

Full Time Employee - Any employee who goes through a probationary period and is scheduled to work at least forty (40) hours per week, fifty-two (52) weeks of the year, less vacation. All full time employee positions shall be authorized by the Village Board of Trustees through the annual budget process or through amendments to the budgets as approved at regular or special Board meetings.

Relative - For the purpose of this Manual, a relative shall be deemed to include the following: father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or spouse.

Salaried Employee - Any person hired by the Village who is paid on a salary basis and is regularly scheduled on a permanent assignment.

Seasonal or Temporary Employee - A seasonal/temporary employee is an employee of the Village who works less than six months of the year.

Illinois Victim's Economic Security and Safety Act (VESSA) – State law that provides eligible employees up to a total of 12 work weeks of unpaid leave during any 12-month period for medical attention, services, counseling, relocation, and/or legal assistance for self-care or the care of family/household members resulting from domestic violence. [56 IL Adm. Code 280]

Work Week - Seven consecutive calendar days beginning at 12:00 a.m., Sunday for all Village employees except employees of the Police Department.

1.4 SUPPLEMENTS TO PERSONNEL MANUAL

The Village reserves the right to modify, revoke, suspend, terminate or change the language in this Personnel Manual, in whole or in part, at any time, with or without notice. If from time to time when changes are necessary or revisions are made, all employees of the Village will be given revised copies for inclusion in their copy of the Personnel Manual. All approved modifications to these polices shall become a part of the Personnel Manual on their effective date until amended or withdrawn, by action of the Village Board. All approved modifications will be provided to all Village employees in written form for inclusion in their copy of the Personnel Manual.

From time to time, the Village may also adopt policies that relate to, supersede or extend beyond the scope of the Personnel Manual. Employees shall be notified in writing when new policies that affect them are enacted.

1.5 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of the Village to provide equal employment opportunity to all qualified employees and applicants for employment without regard to race, color, religion, creed, gender or sexual orientation, marital status, national origin, ancestry, age, military discharge, handicap unrelated to job requirements, or veteran status in accordance with applicable laws.

This equal employment opportunity policy applies to all employment activities, including but not limited to hiring, promotion, demotion, transfer, recruitment, advertising, layoff, discharge, rate of pay and selection for training. This policy extends to all aspects of the Village, including recruiting, hiring, appointment and promotion into a job classification. In order to maintain such an environment, it will be a goal of the Village to conduct sensitivity and diversity training for all employees, appointed and elected offices on a regular basis.

1.6 RESIDENTIAL PREFERENCE

When permitted by law, it shall be the policy of the Village that when considering for employment equally qualified candidates, to give preference to a resident of Gilberts.

1.7 SEXUAL HARASSMENT POLICY.

The Village is committed to providing a workplace environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Accordingly, the Village's commitment extends to all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal. Employees are advised that sexual harassment may also subject the Village and/or an individual to substantial civil penalties.

The Village's policy on sexual harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act.

Each and every employee of the Village bears the responsibility to refrain from sexual harassment in the workplace. No employee--either male or female--should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisory personnel to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct, which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment shall be investigated in a prompt and effective manner.

All employees of the Village, and particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements.

1.7.1 DEFINITION OF SEXUAL HARASSMENT.

According to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for the purposes of this policy, sexual harassment is defined as: unwelcome sexual advances or requests for sexual favors or any conduct consisting of a sexual nature where:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Conduct commonly considered to constitute sexual harassment includes, but is not limited to:

Verbal: sexual innuendoes, sexually explicit jokes or stories, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, sexually degrading words to describe an individual, even outside their presence, of a sexual nature, graphic or suggestive comments about an individual's dress or body.

Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.

Visual: Posters, signs, pin-ups or slogans of sexual nature, suggestive or objectionable pictures or photographs of individuals.

Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment can occur between men and women or members of the same sex. Sexual harassment is unacceptable in the workplace itself and in other work-related settings, such as business trips, and business-related social events.

It is also unlawful to retaliate in any way against anyone who has complained about sexual harassment or discrimination, whether that concern relates to harassment of or discrimination against the individual raising the concern or against another individual.

1.7.2 RESPONSIBILITY OF INDIVIDUAL EMPLOYEES.

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who sexually harasses a fellow worker is liable for his or her individual conduct.

1.7.3 REPORTING PROCEDURES

The Village has designated the Village President and/or Village Administrator to coordinate the Village's sexual harassment policy compliance. He/She is available to consult with employees regarding their obligations under this policy. In circumstances when the complaint is made against the Village President or Village Administrator, the Village Board will become the coordinator for such complaint.

Any harassment, sexual or otherwise, when experienced or observed, must be promptly reported in confidence to the employee's supervisor or to the Village Administrator. Supervisory personnel shall take appropriate action when they become aware of potential sexual harassment. If the complaint involves an employee's supervisor, then the employee may go to another supervisor, the Village Administrator, or the Village President. An investigation will be made immediately concerning any allegation of harassment in as confidential a manner as possible. The Village does not condone any form of retaliation against any employee for making a report under this policy or cooperating with an investigation under this policy. If the investigation leads to a determination that the harassment occurred, corrective action will be taken immediately, up to and including termination of employment if appropriate.

To the maximum extent possible, the Village will strictly maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint or as required by law.

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

for inappropriate conduct that comes to the Village's attention, without regard to whether the conduct constitutes a violation of law or this policy.

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including discharge.

Any allegation of sexual harassment made by an elected official against another elected official may be reported to the chief executive officer. If the chief executive officer is the person making the allegation or is the person alleged to have committed the harassment, then the report may be made to any other elected official. The preference is that such complaints be submitted in writing with as much detail as possible regarding the nature of the incident(s) and who is responsible for the alleged harassment, when the incident(s) occurred, where they occurred, whether or not they were witnessed and by whom and whether or not there is any physical evidence (video, audio, text, email, social media etc.) that needs to be identified and preserved. While there is a preference for complete and detailed written complaints, all complaints, including verbal complaints, will be thoroughly investigated. Upon receipt of an allegation of harassment pursuant to this policy, the person to whom the report has been made shall immediately refer the complaint to the Agency's legal counsel for review. The Agency's legal counsel shall then appoint a qualified independent attorney or consultant to review and investigate all allegations set forth in the complaint.

1.8 DRUG AND ALCOHOL ABUSE POLICY

It is the policy of the Village that the residents have the right to expect all persons employed by the Village to be free from drug use and alcohol abuse. All employees are required to report to work on time and in an appropriate mental and physical condition for work. It is the Village's intent to provide and maintain a drug and alcohol free, healthful, safe and secure work environment.

1.8.1 PROHIBITED CONDUCT

In accordance with the Federal Drug-Free Work Place Act of 1988, Village employees shall not manufacture, distribute, dispense, possess or use illicit

drugs, unauthorized prescription drugs, alcohol, cannabis or controlled substances on the premises of any Village building or facility (unless authorized), in Village-owned vehicles, ~~or~~ during working hours or during any on-call period. Likewise, employees also are prohibited from being under the influence of illegal drugs, controlled substances, unauthorized prescription drugs, cannabis -or alcohol on the premises of any Village building or facility (unless authorized), in Village-owned vehicles or during working hours. In addition, the use of recreational cannabis shall be prohibited for certified law enforcement officers, all employees for whom a valid commercial driver's license ("CDL") is required as a condition of employment, all employees under 21 years of age and any employee who works in a position funded by a federal grant. Compliance with this policy is a condition of employment. Sanctions for violation of this policy extend to and include termination of employment and referral for prosecution consistent with applicable local, state and federal law.

This policy does not apply to the lawful use of prescription drugs, including but not limited to medical cannabis, under the supervision of a licensed health care professional and within the limits of a valid prescription. An employee who has been prescribed drugs is required, however, to consult with his or her doctor or pharmacist about the prescribed medication's effect on the employee's ability to perform his or her job safely and to immediately disclose to his or her supervisor any medication-related work restrictions. While employees are required to disclose any medication-related work restrictions, employees should not disclose the type of drugs they have been prescribed or the underlying medical conditions or disabilities unless directed to do so by their doctors or pharmacist or asked to do so by the Village.

As part of our drug free work-place policy, it is the policy of the Village to conduct drug testing during the post offer, pre-placement physical examination required for all certified law enforcement officers, prospective employee who must possess a valid CDL as a condition of Village employment, employees whose position is funded by a federal grant and all employees under 21 years of age Village positions. It is also the policy of the Village to conduct drug/alcohol testing where it has reason to believe that an employee may be under the influence of alcohol, illegal drugs or other controlled substances. Employees subject to D.O.T. testing shall be tested in accordance with D.O.T. regulations in addition to the testing and discipline provisions of this policy. Refusal to submit to testing will result in disciplinary action, up to and including termination of employment.

As a condition of initial or continued employment, employees shall abide by the terms of this policy and shall notify the Village Administrator of any criminal drug statute conviction, guilty or *nolo contendere* (i.e. "no contest") plea for a violation occurring in the work place no later than five calendar days after such conviction or plea.

1.8.2 DEFINITIONS~~"CONTROLLED SUBSTANCE" DEFINED~~

For purposes of this policy, "alcohol" means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol and isopropanol; the term "cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.), which provisions are incorporated into this policy by reference; the term "controlled substance" means a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules 1 through V of the Federal Controlled Substances Act (21 U.S.C. 812), as further defined by regulation at 21 CFR 1308.11 through 1308.15; the term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis; the term "drugs" shall mean prescription/OTC (over the counter) drugs and controlled substances including cannabis and medical cannabis; the terms "policy" means this Alcohol and Drug policy; the term "possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar areas; the term "prescription/OTC drugs" (including medical cannabis) means prescription drugs and over-the-counter ("OTC") drugs obtained legally and being used in the manner and for the purpose for which they were prescribed and manufactured; generally, the term "under the influence" shall mean that the employee is affected by alcohol, drugs of any kind, including but not limited to cannabis and/or controlled substances in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness; the term "Village property" shall mean any building, office, common area, open space, vehicle, parking lot or other area that is owned, leased, managed, used or controlled by the Village of Gilberts. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD.

1.8.3 "UNDER THE INFLUENCE OF ALCOHOL" DEFINED

For the purpose of determining whether the employee is under the influence of alcohol in violation of this policy, test results showing an alcohol concentration

of .02 or more based upon the grams of alcohol per 100 millimeters of blood will be considered positive, and results showing an alcohol concentration of less than 0.02 shall be considered negative.

1.8.4 "UNDER THE INFLUENCE OF CANNABIS" DEFINED

For the purpose of determining whether the employee is under the influence of cannabis in violation of this policy, this determination will be made based upon whether the employee manifests while working or on call specific, articulable symptom of decreased or lessened performance of duties or tasks of the employees position, including: symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence, carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness which results in injury to the employee or others.

1.8.41.8.5 CONSEQUENCES OF POSITIVE TEST RESULTS

Applicants who refuse to cooperate in or fail to pass a post-offer, pre-employment drug test will not be hired.

Employees who refuse to cooperate in a required test, who test positive, or who use, possess, distribute, purchase, sell, manufacture or dispense illegal drugs on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who possess or consume illegal drug paraphernalia or alcoholic beverages on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who have been convicted of, sentenced for, or pled *nolo contendere* to a drug crime committed on Village premises or work sites, will be disciplined or terminated.

1.8.6 OPPORTUNITY TO CONTEST

If the Village receives a confirmed, positive drug or alcohol test and/or information indicating that an employee manifests specific, articulable symptom of impairment or being under the influence of alcohol, cannabis or any other controlled substance or prescription/OTC drug, the employee will have a reasonable opportunity to contest the basis of the Village's determination. However, the Village will make a final decision at its sole and exclusive discretion.

1.9 WORKPLACE VIOLENCE POLICY

The safety and security of its employees is of paramount importance to the Village of Gilberts. The Village is committed to providing, in so far as it reasonably can do so within available resources, a safe environment for working and conducting business. The Village will not tolerate acts of violence or threats of violence committed by or against Village employees, whether working or not working, on or off Village property.

Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts against Village employees shall be removed from the premises as quickly as safety permits, and shall remain off the premises pending the outcome of an investigation. The Village will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No other Village policy, practice, or set of procedures will be enforced or interpreted in a manner inconsistent with the terms and provisions of the Workplace Violence Policy.

1.9.1 EMPLOYEE REPORTING DUTIES

Any violent incidents or threats must be reported to the Village Administrator, the Police Chief, or a department head, who shall promptly investigate all such reports and take appropriate disciplinary and legal action. Employees are responsible for notifying a supervisor or management of any behavior they have witnessed which:

- a) is regarded as threatening or violent; and,
- b) has occurred in the workplace, during activities related to Village employment, which may be at sites other than the workplace, or is job related.

Employees are responsible for notifying management regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons who were threatened or were the focus of the threatening behavior. Designated management representatives include the employee's immediate supervisor or Department Head, the Police Chief, and the Village Administrator. Complaints involving the employee's immediate supervisor should be directed to either the Police Chief or the Village Administrator. In the event that a violent action is actually occurring, every effort should be made to contact the Police Department as quickly as possible. No employee acting in good faith, who reports real or implied threats or violent behavior will be subject to retaliation or harassment based upon their report.

1.9.2 PROTECTIVE OR RESTRAINING ORDERS

All individuals who apply for or obtain a protective or restraining order which lists Village locations as being protected areas, must provide to their supervisor a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

1.9.3 REPORT CONFIDENTIALITY

The Village understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). To the maximum extent possible, the Village will maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint, or as required under applicable law.

1.10 POLITICAL ACTIVITIES

Employees serve all Village residents equally. The political opinions or affiliations of any resident shall in no way affect the amount or quality of service they receive from the Village. An individual's political affiliation, preference, or opinion will not in any way influence their appointment, retention, or promotion as a Village employee.

No employee may (i) use his or her official position of employment to coerce or inhibit others in the free exercise of their political rights or (ii) engage in political activities while at work or on duty. During work hours, employees shall not directly or indirectly, demand, solicit, collect, or receive any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatsoever from fellow members or employees or from the general public. Employees shall not wear or display any indicia of political affiliation upon their person, or anywhere on the premises of Village-owned property, during their work day, or while conducting Village business.

Village property shall not be used to advance political campaigns, including the use of Village vehicles to conduct campaign business or display campaign stickers, or the use of Village duplicating services for campaign materials.

Except on a strictly voluntary basis, employees shall not contribute money to any candidate or political party.

Failure to comply with these provisions will result in appropriate disciplinary action to be determined at the Village's discretion.

No political activity shall be conducted on Village property including the solicitation of signatures for candidates for elected office. While on Village

property, employees, visitors and residents shall not be solicited for any political activity.

1.11 PECUNIARY INTEREST

No employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested directly or indirectly in the sale to or by the Village of land, material, supplies or services, except on behalf of the Village as an employee. This provision may be waived by the President and Board of Trustees upon full disclosure of all pertinent facts when said transaction is in the Village's interest and in compliance with all Federal, State, and local laws, and Village ordinances.

It shall also be the responsibility of any employee to fully comply with all applicable Federal, State and local laws relating to conflicts of interest and financial disclosure.

1.12 CONFLICT OF INTEREST

In the conduct of public business, employees of the Village shall avoid conflict between their individual private interests and the public welfare.

The following are examples of conflicts of interest and are not intended to be inclusive:

1. Engaging in or accepting private employment or rendering services for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties; and
2. Appearance on behalf of private interests before any agency of the Village with or without compensation.
3. Failing to disclose the full nature and extent of a substantial or controlling financial interest in or any substantial dealing as a debtor, creditor or contractor with the Village for the sale of real estate, materials, supplies or services. Such employee, with or without such disclosures, shall refrain from participating in any such transaction or contract of sale.

4. Disclosing confidential information concerning the property, government or affairs of the Village or using such information to advance financial or other private interests.

Whether a conflict of interest exists shall be in the sole determination of the Village President, the Board of Trustees, or the Village Administrator and not the individual employee.

1.13 ACCEPTANCE OF GIFTS

The Village has adopted the provisions of the State Gift Ban Act (5 ILCS 430/10-10 et seq.) as amended. In addition, the acceptance of gifts and gratuities for providing municipal service or as a result of one's official position is strictly prohibited.

Acceptance of gifts and donations not having essential or intrinsic value, such as a box of candy, or other food, which can be consumed on Village premises by the department as a whole without violating this rule is not prohibited, nor is the receipt of calendars, and other items of an advertising nature. Entertainment received from vendors shall be restricted to an occasional meal, outing or similar limited activity where the total dollar amount is less than seventy-five dollars (\$75.00). The Village retains the sole right to determine which gifts and gratuities violate this rule.

2. REQUIREMENTS FOR EMPLOYMENT

2.1 POLICY

It shall be the policy of the Village of Gilberts to recruit and select the most qualified persons based on merit for positions within the Village's service. The Village recruits candidates, both externally and internally for vacant positions at all levels, in accordance with Federal, State and local laws. Individuals may be recruited for position vacancies from a geographic area as wide as necessary to assure obtaining well-qualified candidates.

2.2 RECRUITMENT

In order to provide growth opportunities for all employees, all vacancies shall be announced by posting to present employees. In addition to internal job postings, applicants shall be recruited from outside of the organization.

A position shall be open to any individual meeting both the essential functions of the position pursuant to the Americans with Disabilities [ADA] guidelines, and the minimum requirements, as established in the corresponding class specification.

2.2.1 APPLICATION

All applicants for Village employment shall file an application form provided by the Village. The application requires complete information relating to experience, training, residence and other requirements determined to be a bona fide occupational qualification. Prior to actual employment, the applicant will furnish the Village with their date of birth for the purpose of conducting a background investigation. Background investigations, which may include criminal background investigations, will be conducted on all applicants prior to hiring. Failure to provide accurate information on the Application, or at any time during the hiring process shall disqualify the applicant from employment, or subject him/her to discipline (including discharge) if already hired.

No representative of the Village, except the Village President with the approval of the Village Board of Trustees has the authority to enter into any employment agreement for a specific period of time or to make any agreement contrary to that stated above. Any such agreement must be in writing and signed by the Village

President and employee. No one has the authority to make any verbal statements of any kind at any time, which is legally binding on the Village.

2.2.2 SELECTION

To determine whether an applicant qualifies for a position with the Village, factors such as level of education, previous experience, relevant skill sets, the personal interview, customer service orientation and references shall be used. Dependent upon the specific position, other methods, such as written tests, practical tests and/or assessment centers may be utilized and the results considered in determining the applicant's ability to perform the duties assigned to the respective position.

A current employee who applies for a vacancy within the organization shall be judged according to the same established criteria as an outside applicant. In addition, his/her work performance with the Village shall be considered.

Prior to selection, the Village may, at its discretion, contact a prospective employee's personal and work references. Selection consideration may or may not include previous and part-time and/or seasonal employees.

The final selection of a candidate for a position shall be made by the Village Administrator. In the case of sworn law enforcement positions, the selection process is administered by the Police Chief in accordance with the procedures set forth in the Police Department Operations Manual.

2.2.3 BACKGROUND AND JOB OFFER

Following an offer of employment with the Village of Gilberts for full-time and/or part-time status, the applicant may, prior to commencement of work, receive a medical examination, a criminal conviction check, (if applicable to the job) a credit check in accordance with the Fair Credit Reporting Act, a driver's license check and background check. Members of the Police Department workforce may be subject to a polygraph, medical and/or psychological examination, as established by the Department Operations Manual.

All applicants being considered for hire shall submit a signed release of information form that will be provided by the Village. All completed reports on background checks will be kept in the employee's personnel file. All employees are subject to a periodic review of their background.

The applicant shall also be required to complete a drug screen test to establish compliance with the policies set forth in Section 1.9 of this Manual. NIDA drug screening is required for employees in positions requiring a CDL license. NON-NIDA drug screening is required for all other Village employees whose positions do not require having a CDL license.

2.2.4 PRE-EMPLOYMENT PHYSICALS

Pre-employment physicals shall be required for specific jobs within the Village, which require physical ability, endurance, and/or dexterity and are established in the position's job description as essential to the discharge of the position's duties. If a pre-employment physical will be required, the candidate will be so advised prior to or at the first interview. The applicant shall execute any authorizations for the release of medical information to the Village, including authorizations required pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Village shall incur all costs for the required drug screen and/or medical examination, if applicable.

2.2.5 PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the appointment process for all full-time and part-time employees. It shall be used for closely observing an employee's work, for securing the most effective adjustment of a new employee to his/her position and for rejecting an employee whose performance does not meet the satisfactory standards established by the Village of Gilberts.

1. Once appointed, all full-time or part-time employees will serve a six-month probationary period.
2. In the event of lateral transfer or promotion, a probationary period of six (6) months is required unless specifically waived by the Village Administrator or as otherwise provided by State Statute.
3. The purpose of the probationary period is to test the qualifications of the employee to perform satisfactorily under actual working conditions, and to determine whether or not the employee should be considered for permanent placement in that position.

4. A performance evaluation will be conducted by the supervisor prior to completion of the probationary period. The performance evaluation will be forwarded to the Village Administrator, with one of the following recommendations:
 - a) That the probationary period be extended,
 - b) That the employee be dismissed,
 - c) That the employee be accepted as a full or part-time employee, or
 - d) In the case of a promotion or lateral transfer, that the employee be returned to his/her former position, if still available.
5. At any time during the probationary period, the Department Head may recommend to the Village Administrator the removal of any employee, if that employee is unable or unwilling to satisfactorily perform the duties of the said position, or his/her performance does not merit employment with the Village.
6. The Village Administrator shall be responsible for determining whether the probationary period has been successfully completed by the employee, or if other action needs to be taken. The Village Administrator shall notify the employee of his/her status in writing.
7. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration.

2.3 EMPLOYEE PROMOTION

An employee who is promoted to a new position within the Village shall be required to serve a six [6] month probationary period upon promotion. During the promotion probationary period, the employee shall be eligible for all benefits applicable to the new position. A formal evaluation shall be required no later than fourteen (14) calendar days prior to the conclusion of the probationary period. Upon successful completion of the promotion probationary period, the employee shall be classified as an employee in the new position. If the employee does not successfully complete the probationary period in the new position, efforts to reassign him/her to the previous or otherwise compatible position will be attempted.

2.4 PERFORMANCE EVALUATION

The performance evaluation program is intended to promote the following:

1. Provide employees with formal feedback about their job performance;
2. Commend employees for good or excellent performance;
3. Provide recommendations for improving performance;
4. Identify areas where employees might benefit from training;
5. Review previously set goals and objectives;
6. Provide merit [if applicable] adjustment to annual raise; and
7. Establish goals and objectives for the next evaluation period.

Employees need formal and informal performance feedback on an ongoing basis. While supervisors routinely coach employees in their performance, employees are encouraged to initiate communication with their supervisors if they have performance related concerns or questions.

The supervisor or Department Head shall meet with subordinate employees at the end of each review period to discuss openly and in detail the results of their performance evaluations. Employees are encouraged to add comments to the evaluation form prior to signing it.

The performance goals shall be prepared by each employee and his/her department head or immediate supervisor. Once completed, the immediate supervisor shall discuss the performance evaluation expectation with the individual employee. If the rating level in any of the performance standards and measured areas is determined to be unacceptable, the employee with his/her immediate supervisor shall develop an improvement plan. This improvement plan shall include a list of desirable objectives and a time table for expected improvement on the part of the employee.

Upon completion of the review process, both the supervisor and the employee shall sign the evaluation form to insure that it has been discussed. If an employee does not concur with the evaluation, the statement to this effect should be written in the area provided on the evaluation form. A copy of the completed evaluation form and any supporting documents shall then be submitted to the Village Administrator for review and further action, if necessary. The completed evaluation shall be placed in the employee's file.

2.5 EMPLOYMENT OF RELATIVES

The employment of relatives places a special obligation on those responsible for selecting and retaining employees. A person so retained should exceed the requirements for a particular position and should represent a superior choice among the candidates available. Relatives shall not be placed in a supervisory/subordinate relationship nor employed in the same department unless waived by the Village Administrator, the Village President or the Board of Trustees.

2.6 ORIENTATION

It shall be the responsibility of the Department Head to facilitate a new employee's adjustment to the Village and to his or her job, as well as to clarify the individuals' role in the organization as a whole. The Finance Director shall be responsible for conveying information about salaries and benefits.

3. GENERAL RULES AND REGULATIONS

3.1 CODE OF ETHICS

The proper operation of democratic government requires that public employment not be used for personal gain. In recognition of this goal there is hereby established this Code of Ethics for all employees. Sworn Police officers shall also comply with the Department Code of Ethics.

Village Employees shall adhere to the following tenets:

- a) Employees shall serve the public with courtesy, honesty and integrity, and shall treat their fellow employees in the same manner.
- b) All Village services shall be performed in an impartial manner, free of personal and political considerations.
- c) Loyalty to the Village and a spirit of courteous cooperation, whether between individuals or departments, is essential in order to effectively deliver Village services. Further, employees shall assume the responsibility to preserve and protect Village property.
- d) Personal information obtained through contact with citizens of the Village, or through any other source, should remain confidential.
- e) Employees shall comply with the State Gift Ban Act and the provisions of Section 1.14 of this Manual and not accept any gifts or gratuities from any firm seeking to do business with the Village or doing business with the Village other than as provided in Section 1.14.
- f) Employees are encouraged to participate in public and community affairs.

3.2 OUTSIDE EMPLOYMENT

While the Village does not wish to restrict the outside activities of its employees, it recognizes the fact that for most full time employees holding two jobs is difficult at best and does not permit them the rest and relaxation they need to perform their primary job. Accordingly, all full time employees shall notify their Department Head or the Village Administrator in writing of their outside

employment. The Department Head shall provide the Village Administrator with a copy of said notification.

Full time employees must recognize that their primary employment duty and responsibility is to the Village of Gilberts. Outside employment must not interfere with their effectiveness as a Village employee.

Further:

- a) Outside employment shall not interfere with an employee's response to emergency calls.
- b) Outside employment shall not place an employee in a position of conflict of interest with his or her Village employment, or in a position that may be reasonably perceived by the public as a conflict of interest.
- c) Under no circumstances shall Village property be utilized by an employee for outside employment.
- d) Should the Village subsequently determine that an employee's outside employment violates item (2) hereof, appropriate action may be taken at the Department Head's discretion.
- e) Police Department employees must further comply with departmental regulations regarding secondary employment.

3.3 HOURS OF WORK

1. The Village Hall Offices shall generally be open from 8:30 a.m. to 4:30 p.m. on Monday, Wednesday, Thursday and Friday, and from 8:30 a.m. to 7:30 p.m. on Tuesday. The Village Administrator or a Department Head, with the approval of the Village Administrator, may adjust or change normal work hours as the operational requirements of the departments may require.
2. Flexible hours are available in some departments. The Department Head, with the approval of the Village Administrator, may approve flexible work hours if the requirements of the department will be met and the employee continues to work the regularly scheduled number of hours per week.

3. An employee shall report promptly at the designated starting time and is expected to devote all their efforts during working hours to assigned duties.
4. Pursuant to this section, Department Heads are authorized to establish the schedule for lunch and break periods during each workday in accordance with the Illinois Compiled Statutes, Act 140. Full-time employees shall receive a thirty (30) minute paid lunch period per work day. Part-time employees who work five (5) hours or less in a day shall receive a total of fifteen (15) minutes of paid break per workday.
5. An employee who does not exercise the right to a lunch break waives this right and cannot claim it at a later date.

3.4 PAY PERIODS AND PAYROLL DEDUCTIONS

1. The Village has established bi-weekly pay periods, with payroll available every other Wednesday for a total of 26 pay periods per year. In the event of a payday occurring on a Holiday, paychecks shall be issued on the day preceding the Holiday.
2. Automatic salary deductions shall be made for Federal and State income tax purposes, for an employee's pension contributions and for social security and Medicare where applicable.
3. Pension deductions made upon express written consent of the employee at the time of deduction shall be based on base pay only.
4. Optional deductions for any of the following may also be arranged upon express written consent of the employee made at the time of deduction:
 - a) Contributions to programs or organizations as approved by the Village
 - b) Participation in the ICMA deferred compensation plan.
 - c) Uniform allowance as required by various departments.
 - d) Authorized deductions for the Section 125 Flexible Spending Plan.

- e) Other monies may be deducted by the Village for services or supplies received upon express written consent of the employer made at the time of the deduction or overpayments made to an employee.

3.5 OVERTIME COMPENSATION

1. It shall be the policy of the Village to keep overtime to a minimum whenever possible without jeopardizing the efficient operation of any department. Any use of overtime shall be authorized by the Department Head through the immediate supervisor, with final approval of the Village Administrator or his designee. Department Heads shall be responsible for maintaining and submitting, as necessary for pay purposes, appropriate records of overtime worked and compensatory leave taken.
2. Overtime hours shall be defined as those hours worked by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act [29 CFR 778.107].
3. In the case of executive, administrative and professional personnel, classified as exempt, as defined by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator.
4. In the event an employee eligible to receive overtime compensation is required to work overtime on a recognized holiday, compensation shall be paid at a rate one and one-half (1-1/2) times the normal straight time pay.
5. It shall be the right and responsibility of the Village to schedule overtime for its employees. Repeated failure to report for overtime when directed by an immediate supervisor acting within established policy shall be grounds for disciplinary action unless it is clearly proven that the employee's absence was beyond the employee's control.

3.6 COMPENSATORY TIME

In lieu of overtime pay, a non-exempt employee may earn compensatory time after he/she has worked over eighty (80) hours in a single pay period. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each hour worked after eighty work hours in a pay period. Compensatory time must be used in the pay period in which it is earned. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time be carried over into another pay period; the non-exempt employee will be compensated at the appropriate overtime rate for overtime not used as compensatory time within the same pay period.

In the case of executive, administrative and professional personnel, classified as exempt by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time awarded to an exempt employee be carried over into another pay period.

3.7 WORK HABITS

Transacting personal business during working hours is prohibited. Any employee who is found intoxicated while on the job or under the influence of drugs or in possession of liquor or drugs on Village property, or while on duty, shall be subject to disciplinary action and/or immediate dismissal, with such action to be taken at the discretion of the Village Administrator upon a recommendation from the President and Board of Trustees or the Department Head.

3.8 ATTIRE AND GROOMING

Employees are expected to be well groomed and dressed in a manner, suitable to their responsibilities and position as a representative of the Village of Gilberts. An employee's appearance must be business-like, and appropriate to the job the employee performs. Employees attending external events including training, conferences, and seminars are expected to wear "business casual" or "business" attire as appropriate, unless special circumstances warrant a lesser standard (e.g. organized in-conference field trip). When uniforms are furnished, they must be kept clean and neat, and must be worn while performing duties for the Village. When safety equipment is issued to employees, it is mandatory that it be worn when performing tasks for which such equipment is provided. It is the responsibility of the Department Head to enforce this policy.

3.9 IDENTIFICATION CARDS

All Village employees and contractors shall be issued a picture identification card indicating their name and job title. Employees are to wear their picture identification cards when acting in public as a representative of the Village, when circumstances, uniforms, badges, etc. do not make it obvious that the individual is a Village employee. Employees are otherwise required to carry or have their identification cards immediately available to show upon request.

Employees who terminate their employment with the Village must return their identification card, keys and any and all equipment and supplies to their Department Head. Department Heads shall be responsible for collecting and returning to the Police Chief their identification cards of employees upon separation.

3.10 KEY ISSUANCE TO CRITICAL FACILITIES

The Village has a system to control the distribution of keys to critical facilities within the Village. To that end in order to maintain security and protect those critical facilities, only employees with jobs that require them to enter critical facilities (i.e. Water treatment, sewer treatment, water towers, lift stations and wells) will be issued keys. The Police Chief shall be responsible for creating and maintaining a list of authorized employees that have been issued keys to critical facilities. Authorized personnel will be defined as employees essential to the operations at the critical facilities. The Police Department will maintain a set of keys to critical facilities at the Police Department for emergencies. The Police

Department will be charged with maintaining the key holder list as well as securing extra keys and have new keys made upon approval of the Village Administrator.

In addition the Police Department under the direction of the Homeland Security Committee may conduct random checks of employees to insure that they are in possession of their issued keys. All keys to critical facilities will be numbered and assigned to employees. Keys will only be issued upon written authorization of the Village Administrator. Keys will be issued to authorized personnel with the knowledge that they are responsible for the keys and are to return the keys upon separation of employment. All issued facility keys that are not returned or are lost, will result in a re-keying fee not to exceed \$500.00 assessed to the employee. All authorized personnel will complete the Homeland Security Key Holder Information Form and signed in the presence of a notary for the key(s) issued.

3.11 TELEPHONE USAGE

In answering or placing calls, employees shall observe the rules of telephone courtesy. Employees of the Village should be aware that they are representatives of the Village government, and that their conduct in handling telephone calls, particularly citizen inquiries or problems, is a reflection on the Village.

Employees are permitted to use Village telephones on a limited basis for personal reasons. This is a privilege and a right and may be withdrawn by the Department Head if abused through excessive use or if telephoning causes interference with work duties.

Personal toll and extra-unit calls may be made only with the prior approval of the Department Head or Village Administrator and at the employee's expense.

3.12 SOLICITATION AMONG EMPLOYEES

While the Village encourages all of its citizens (including its employees) to participate in civic, charitable and community organizations in order to provide the highest public service to Village residents, solicitation by employees or elected officials (for example, seeking payment, contributions, signatures, funds, memberships and other similar solicitations) is not permitted during working time or during nonworking time in areas where it will disturb other employees who are working.

Distribution or circulation's of non-work-related printed material by employees is not permitted during working time or during non-working time in working areas or in areas where it will disturb other employees who are working.

Working time refers to that portion of any work calendar day during which an employee is supposed to be performing any actual job duties; it does not include breaks, lunch or other duty-free periods of time.

Except where labor contracts provide otherwise, solicitation and distribution by non-employee on the Village's property is strictly prohibited at any time.

3.13 INCLEMENT WEATHER

The Village is a municipal government and its activities continue despite the inclemency of the weather. Moreover, because of the nature of the Village's services and the complexity of its operations, there are certain essential services that must be provided despite inclement weather. It is anticipated that employees will make every effort to be at work, especially those responsible for the provision of essential services.

The Village encourages each employee to consider his/her own safety in determining whether traveling in inclement weather conditions poses an unnecessary risk. If an employee deems travel to be unsafe and/or imprudent, the employee shall be responsible for contacting his/her supervisor to notify him/her of the absence from work. The employee may take unpaid leave for that day, or may use sick leave, vacation or a floating holiday for compensation for the day for which the employee was absent due to inclement weather, unless otherwise authorized by the Village Administrator.

The Village Administrator or Department Head may allow employees to leave work early because of severe weather conditions, providing in such event, a Department Head may require that time lost from work be made up.

3.14 PERSONNEL FILES/REFERENCE REQUESTS

Other than Police Department Personnel files, personnel files are maintained in the Village Administration building and shall consist of, but not limited to: employment application, reference checks, medical records, dates, and records of injuries, commendations, reprimands, performance evaluations, wage data, promotions, education and special training received at Village expense, and

other related personnel documents. Such records shall be subject to review pursuant to the Personnel Record Review Act (PRRA) [820 ILCS 40/0.0/et.seq.] Personnel files of Police Personnel are maintained by the Chief of Police in the Police Department building.

Employees are permitted to inspect and copy any material which is contained within their personnel file upon written request to their Department Head. The Department Head or their designate shall be present with the employee while the employee inspects his or her personnel file. The Village has five working calendar days to comply with properly processed written request from an employee.

If an employee disagrees with certain items within their file, he or she may submit a concise statement of disagreements for inclusion within the personnel file. No documents or other information shall be removed from an employee's personnel file without authorization from the Village Administrator, the Village President, or the Board of Trustees.

Only non-confidential information may be released upon request for business or reference purposes. This information will be strictly limited to employment status, date(s) of employment and job title. No other information will be provided except by written request from the employee. Salary information shall be considered public information and will be made available to the public and news media upon written request. An employee's salary information, address and telephone number shall be furnished to credit agencies in writing only in response to a written request which must be accompanied by a release authorization signed by the employee in question.

In the event the Village receives a court subpoena for an employee's personnel records, except for police personnel records, the subpoena shall be immediately reviewed by the Village Attorney. Upon being advised by the Village Attorney, the Village President and Board of Trustees will authorize the release of the appropriate information.

Copies of all reference requests for information and the Village's response shall be forwarded to the Village Administrator and to the Village Board of Trustees. The Village will release reference data on current and previous employees only in accordance with provisions of the above paragraph. All release information is subject to the provisions of PRRA.

A change of personal status may have an important effect upon employee benefits. Employees must notify their Department Head immediately of any change in:

1. Home address or telephone number.
2. Martial status - name of spouse, date of birth (date of marriage/divorce if after date of hire).
3. Number, names and date(s) of birth of dependents.
4. Name, address and telephone number of the person to be notified in case of emergency.

Each employee's driver's license status will be verified annually and any suspensions must be vacated in writing prior to the employee being allowed to drive any Village vehicle. Employees are required to immediately notify their Department Head of the loss of their license in the event that particular employee is an operator of any Village vehicle. Failure to notify their Department Head of any change in driver's license status may be cause for disciplinary action.

3.15 WORKSHOPS AND SEMINARS

Requests to attend workshops and seminars should, when possible, be submitted in writing to the Department Head for approval at least seven (7) calendar days prior to the event. If an advance payment is required, the submission must coincide with the processing of the bimonthly routine billing list.

Required training or required educational programs pursuant to a specific job description must be attended by the employees and shall be funded by the Village.

3.16 TRAVEL POLICY

All employees who travel on approved or required Village business must submit to their Department Head an accurate written account of expenses in order to be reimbursed. Each expense report for travel expenses must be itemized, accompanied by a receipt, if possible, and signed by the person incurring the expense.

A cash advance for approved travel may be obtained by submitting a written request to the Department Head and approved by the Village Administrator.

Employees shall not be reimbursed for travel expenses for their spouses. Reimbursement for hotel costs shall be at the single occupancy rate.

Within fourteen (14) calendar days after returning, a travel expense voucher is to be completed with all necessary supporting receipts attached. Any amount claimed, less the cash advance, must be approved by the Department Head.

An employee who uses a personal vehicle to attend a conference will be entitled to a per mile reimbursement established by IRS regulations. Employees who use a Village vehicle for travel will be reimbursed for gasoline purchases unless a Village or Department gasoline charge card is used to purchase the gasoline. Travel on a commercial carrier shall be at coach or economy class. Employees shall not be reimbursed for personal expenses such as laundering, dry cleaning, premium television charges, etc.

Expenses for entertainment, personal telephone calls, and alcoholic beverages are not reimbursable. Expenses associated with a rental vehicle may be reimbursed in the event that such a vehicle is the only viable transportation option at the location of the training/conference, as approved by the Department head.

Employees submitting travel expense reports are personally responsible for their accuracy. Any deliberate misrepresentation may be cause for disciplinary action and / or dismissal.

Per FLSA regulation [29 CFR 785.39], travel time that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's workday as the employee is assumed to be substituting travel for other duties. Unless otherwise approved by the Village Administrator, time spent in travel away from home outside of regular working hours will not be considered work time.

3.17 MEAL REIMBURSEMENT

Reimbursement for meal expenses will be authorized only in instances where an employee is required or designated by the Village to attend meeting, training session, seminar, etc., to be considered for reimbursement, the seminar/meeting from start to finish must include a meal period.

Meal expenses shall be reimbursed per calendar day when travel exceeds a one calendar day period. Reimbursement shall be made at the rate(s) adopted by the

Village and updated from time to time. It is recognized, however, that lodging and meals at certain conferences may exceed this level. Such expenses, when justified, shall require approval by the Village Administrator.

All submittals for meal reimbursement must be accompanied by a receipt. An individual shall be reimbursed for the amount shown on the receipt. Reimbursement for individual meals, including tax and gratuity, shall be made at the rate(s) adopted by the Village and updated from time to time.

In special circumstances where employees attend a meeting that includes a banquet or other dining arrangement, reimbursement may be made on a full cost basis if approved by the Village Administrator.

3.18 COMMUNICATION / BULLETIN BOARDS

All letters and interoffice memorandums should be answered promptly according to acceptable office procedures for letter writing, with appropriate copies for the file and interested parties.

All correspondence of an official nature should be typed on official stationery of the Village with appropriate copies for the file and interested parties.

Materials for posting on bulletin boards must be approved by the Department Head. Nothing of an inflammatory, defamatory, or politically partisan nature may be posted.

Employees are responsible for reading the notices posted on department bulletin boards or sent by electronic mail in order to keep up to date on future activities, changes in work schedules, policy announcements, safety rules and other items of general interest.

3.19 USE OF VILLAGE EQUIPMENT AND VEHICLES

Vehicles, equipment, supplies and tools are provided by the Village to enable employees to perform the tasks required of them. Unauthorized private use of Village owned property is prohibited. Violations of this policy will result in disciplinary action and/or dismissal.

Employees operating Village vehicles have a special duty to always drive defensively, courteously, and obey all traffic regulations, including speed limits.

Employees shall be responsible for the care and conservation of Village property, and all accidents, breakdowns or malfunctioning of any vehicle, equipment or item shall be reported promptly so the necessary repairs may be made.

It is acknowledged that the primary use of all vehicles purchased by the Village is for the purpose of conducting Village business. From time to time vehicles may be assigned to individuals for commuting to and from work. Employees shall not use personally assigned vehicles for vacation use or other unauthorized personal use. In no event shall another driver, not an employee of the Village, operate the vehicle.

In using the Village's vehicular equipment, employees must be aware that they are representatives of the Village government and that their conduct reflects on the entire Village. Such employees abide by traffic rules, regulations and speed limits.

3.20 TRAFFIC ACCIDENTS & VIOLATIONS:

All employees of the Village must report to their supervisor any moving traffic violations or accidents in which they are involved while on duty, or while using Village vehicles.

Any accident involving a Village vehicle shall be reported to the Police Department for investigation as soon as possible but no later than twenty-four (24) hours after the incident.

The employee and his or her Department Head are required to submit accident reports forms designated for this purpose to the Village Administrator within three (3) working days of the accident. Police accident reports shall be submitted as soon as they are available. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

In addition, the employee shall submit to testing for compliance with the Village's Drug and Alcohol Policy, within three (3) working days of the accident. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

3.21 SAFETY STANDARDS

One of the Village's primary concerns is the health and safety of employees and the visiting public. Department Heads are responsible for establishing procedures designed to eliminate hazards which may cause injury, hazards to health, or damage to property as provided in Gilberts Safety Manual.

An integral part of each employee's job shall be safety awareness. Employees are expected to perform their jobs in a safe manner. The safety of fellow employees must be equal in concern. Any unsafe condition observed by employees shall be reported to supervisors as soon as practicable.

3.22 SEARCH POLICY

The Village reserves the right to search lockers, desks, filing cabinets, computer files/e-mails and personal belongings located on Village property at any time.

If personal belongings are to be searched, the Village will make every effort to have the employee present. Such searches will be conducted only if there is reasonable suspicion of employee related problems, such as missing money, tools, equipment, etc., or substance abuse.

Searches of offices, desks, filing cabinets, or computer files may be made to retrieve a file, Village property, or for any of the above stated reasons.

4. CLASSIFICATION AND SALARY

4.1 CLASSIFICATION OF POSITIONS

1. All employment positions in the Village are classified and grouped in classes. Within each class, positions have equivalent levels of complexity, difficulty of duties, responsibility, and qualifications required including education, technical training, and experience.
2. An employee's employment status shall be determined by using the following criteria, which shall be used to determine eligibility for benefits and other considerations:
 - (a) **Full-Time** - Employment for a full work week in accordance with the schedule adopted by the Department Head.
 - (b) **Part-Time** - Employment not to exceeding forty (40) hours per week, on a regular basis.
 - (c) **Seasonal** - Employment in a position, which is available at regular intervals but does not last over six months period of time. Seasonal employees may either be part-time or full-time during their employment.
3. Each position shall also be classified as either "EXEMPT" or "NONEXEMPT," as defined by the Section 13(a)(1) of the Fair Labor Standards Act and within the guidance periodically set forth by the U.S. Department of Labor. This classification will be used to determine an employee's eligibility for overtime compensation.

4.2 SALARY & WAGES SCHEDULE

1. The Village determines the salaries/wages of its full-time employees by means of a schedule that establishes ranges for each position. The ranges are based upon the classification of each position, in conjunction with the market-rate for comparable public sector positions in the area and with current Village fiscal conditions. The salary/wage for each employee is established by the Village Administrator with the approval of the Village President and Board of Trustees.

2. Rates of pay for employees other than full-time employees shall be established by the Village Administrator. Consideration shall be given so that the hourly rate will be generally consistent with that being paid in the community for comparable activities and skills, and upon the Village's current and projected fiscal condition.

4.3 APPOINTMENT RATE

Full-time employees shall begin at the minimum rate of pay within the salary ranges established by the salary and wage schedule, except in cases where the Village Administrator can justify a higher starting salary because of an unusual history of quality experience or exceptional training.

4.4 SALARY INCREASES

1. The Village shall provide all salary increases based upon performance. Said increases shall only be awarded after the completion of an employee performance evaluation. Raises shall be granted to eligible employees in accordance with the adopted salary and wage schedule. An employee's salary increase shall not exceed the established salary range for his/her position.
2. Any newly hired or promoted employee who, on May 1, has not completed the six (6) month probationary period in the new position, will not be eligible for a performance increase until the completion of the six (6) months. The employee may be granted a performance increase effective with the beginning of the pay period following the conclusion of the probationary period.

4.5 POSITION RECLASSIFICATION

1. Whenever, in the opinion of a Department Head, the duties and responsibilities of a particular position change so drastically that the current position title and/or range no longer apply, the Department Head may recommend a position reclassification to the Village Administrator. The Village Administrator shall determine whether or not to forward the request with his approval to the Village President and Board of Trustees for inclusion in the annual salary ordinance.

2. All such requests shall occur during the annual budget preparation, unless circumstances otherwise require.

4.6 PART-TIME VILLAGE EMPLOYMENT

An employee who is hired to work regularly less than forty (40) hours per week will be placed on the payroll as a part time employee. Part-time personnel are entitled to Social Security benefits and coverage under the State of Illinois Worker's Compensation Statutes, and are subject to Social Security, Medicare, and Federal Income Tax withholding.

5. EMPLOYEE BENEFITS

5.1 ELIGIBILITY

An employee's eligibility to receive benefits as described in this chapter is determined by the following categories of employment status:

1. A full-time employee is entitled to all benefits described in this chapter, unless specifically stated otherwise or pre-empted by a contract with a recognized bargaining unit.
2. A part-time employee is entitled to Workers' Compensation Insurance, Unemployment Insurance, pension plan, funeral leave, holidays and overtime in the event the employee's work exceeds that of the regularly scheduled work week for a full-time employee. This individual may also contribute to the Section 457 Plan.

5.2 HEALTH INSURANCE

1. The Village currently offers Blue Cross/Blue Shield PPO health insurance, HMO Illinois and HMO Blue Advantage to its full-time employees. Information concerning these plans and employee costs shall be made available through the Village's designated Insurance Representative. Health coverage for eligible employees and their covered dependents shall become effective immediately upon beginning employment with the Village.
2. The Village currently pays for a significant share of an employee's insurance premiums. The employee's share for health insurance premiums are as follows:

Blue Cross/Blue Shield PPO Employee contribution = 23.5% of premium
Blue Cross/Blue Shield HMO Employee contribution = 19% of premium
3. Due to fluctuations in health insurance premiums, the Village reserves the right to change insurance carriers, benefits and/or premium contribution rates. The Village will notify employees of a pending change in health insurance benefits and/or premiums with reasonable notice.

4. In accordance with the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.), continuation of group health plan coverage is available for eighteen (18), twenty-nine (29) or thirty-six (36) months, depending on the reason for termination of employee or dependent status. Cost of this continuation coverage shall be borne solely by the participant.
5. Village employees who retire and are entitled to IMRF retirement pension, are allowed to continue health insurance coverage as part of the Group Plan, should they choose to do so, even after they are entitled to Medicare. Cost of this continuation coverage shall be borne solely by the participant.

5.3 DENTAL INSURANCE

All permanent full-time employees are eligible for enrollment in the employee payroll deduction dental plan immediately following their approved starting date. The employee shall be responsible for paying for 100% of the dental insurance premium.

5.4 LIFE INSURANCE

The Village currently provides, at no cost to the employee, term life insurance coverage for the amount of \$25,000.00 for all permanent full-time employees.

5.5 UNEMPLOYMENT INSURANCE

All employees of the Village except elected officials are eligible for unemployment insurance benefits as provided by the Illinois Unemployment Insurance Act. For specific details, contact the Finance Director.

5.6 HOLIDAYS

1. Holiday recognition and designation shall be set by the Village alone. The following days are holidays with pay for all full-time employees of the Village:

New Year's Day
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day

Veterans' Day
 Thanksgiving Day
 Friday after Thanksgiving Day
 Christmas Eve
 Christmas Day

2. Employees required to work on a recognized Village holiday shall do so. Employees working on the holiday shall receive their base rate of pay plus the base rate of pay for the holiday.

5.7 VACATION

All full-time employees shall be eligible for paid vacation time. Vacation leave shall accrue each period at the employee's award rate as noted below and awarded on May 1 of the following year. Employees may carry over a maximum of 80 hours into the next fiscal year, otherwise the employee forfeits unused vacation time in excess of the 80 hours. No vacation can be taken until after it is earned. Before using vacation time, the employee will request the Department Head's approval with at least three (3) business days notice. Vacation will be earned at the following rates:

For up to one (1) year of service (prorated for partial year service)	40 hours
Following completion of 2nd, 3rd, & 4th years of service	80 hours
Following completion of 5th through 11th years of service	120 hours
After each anniversary following and including the 12th year	160 hours

5.8 PERSONAL LEAVE

On May 1 of each year, all full-time employees shall be awarded 64 hours (i.e. equivalent to eight (8) working days) to be available for sick or personal days or as a "floating" holiday. To use personal leave, the employee will either:

- a) request the Department Head's approval with at least three (3) business days prior notice, or
- b) will call the Department Head within the first two (2) hours of the employee's regular work hours to notify that the employee will be using a personal day for sick leave. In such an instance where more than three (3) consecutive personal days are used for sick leave, the Department Head may require a note from the employee's doctor stating that the employee is approved to return to work.

New employees must successfully complete the probationary period prior to being awarded and eligible to use personal leave. The use of Personal Leave shall be limited to increments of one (1) hour or more. Personal time not used

may be carried over to the next Village fiscal year without loss, up to a maximum accrual of 480 hours. Personal leave not used shall not be paid out in cash at the end of an employee's tenure with the Village.

5.9 SICK LEAVE

Other than the Personal Leave noted above, the Village does not offer a designated paid sick leave benefit. The employee may be eligible for unpaid leave under the Family and Medical Leave Act (FMLA) or the Illinois Victim's Economic Security and Safety Act (VESSA). Nothing in this policy intended to prevent an employee from using vacation or personal leave during a FMLA- or VESSA-eligible leave.

5.10 FUNERAL LEAVE

Any employee shall be entitled to three (3) paid day's funeral leave upon the death of a member of the employee's immediate family. The Employee must notify the Department Head as soon as possible prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent, or any relative residing in the Employee's residence for at least ninety (90) calendar days preceding death.

5.11 TUITION REIMBURSEMENT PROGRAM

The Village will make reimbursement for college tuition, required books or class materials for accredited courses directly related to the employee's position with the Village, (or necessary prerequisites for a program of study related to the employee's position with the Village), as set forth below:

Grade of A or 4.0 on a 4.0 scale - 90% reimbursement of costs identified above
Grade of B or 3.0 on a 4.0 scale - 80% reimbursement of costs identified above
Grade of C or 2.0 on a 4.0 scale - 75% reimbursement of costs identified above
Grade lower than C – no reimbursement of any costs

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Department Head that the

course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to and from the school is the responsibility of the student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non working hours and as such not payable by the Village.

Tuition reimbursement pursuant to this section shall not exceed \$1,500.00 per year or \$5,000.00 lifetime per employee. If the Village makes any educational reimbursement, the employee receiving such benefit must commit in writing to continue to work for the Village for twelve (12) calendar months beyond the end date of his/her class. If he/she resigns or retires, all monies paid for tuition and expenses within the previous twelve (12) calendar months must be refunded to the Village within thirty (90) calendar days of the Employee's departure. If the employee departs employment within six (6) months of completion of his/her classes, the employee shall be responsible for repayment all expenses paid for by the Village at a rate of 100% of the expenses. In this case all monies paid for tuition and expenses must be refunded to the Village within thirty (30) calendar days of the Employee's departure.

The availability of this benefit will be subject to the constraints of the Village's annual budget and the budget for the employee's department. If an employee is considering enrolling in a class that may be eligible for reimbursement, he/she is encouraged to discuss it with his/her Department Head so that the costs may be considered as part of the annual budgetary process.

5.12 ILLINOIS MUNICIPAL RETIREMENT FUND

All Village employees (except commissioned police and firefighters) are members of the Illinois Municipal Retirement Fund. The employee shall contribute 4.5% (before taxes) of his/her salary and the Village shall contribute at the rate set annually by I.M.R.F. Pursuant to State Statute employees shall be vested in this pension plan after eight (8) years. Detailed information about IMRF is available from the Finance Director.

5.13 DEFERRED COMPENSATION (SECTION 457)

All Village employees are eligible to enroll in the International City Management Association (ICMA) deferred compensation program regardless of position or

salary. The only restriction is that the contribution must comply with federal tax laws regarding maximum contribution amounts.

An employee who wishes to participate must complete an enrollment form; participation will begin in the next payroll period.

This plan is designed to be a retirement planning tool, not a savings account. Withdrawals are not encouraged except at retirement or resignation.

Each quarter, ICMA will forward directly to an employee's home a statement of his/her account. This should be reviewed carefully for errors. Any errors should be brought to the attention of the Finance Director immediately. Employees will also receive a complete annual financial report on the condition of the Retirement Corporation and the earnings for the past year.

5.14 FLEXIBLE SPENDING PLAN (SECTION 125)

Full-time employees are eligible to participate in a Section 125, Flexible Spending Plan. This plan deducts pre-set dollar amounts prior to taxes to pay for health, dental or vision insurance premiums; or, unreimbursed medical or dental expenses; or, child or elder care expenses. Details of the Plan are available from the Finance Director.

The Flexible Spending Plan will allow over-the-counter reimbursement. Reimbursable expenses include, but are not necessarily limited to, those expenses incurred by the participant, participant's spouse, or dependent for the purchase of medicines or drugs without a prescription, where such medicines or drugs are for medical care as defined under section 213(d) of the IRS Code. The Plan Administrator has sole discretion to determine whether such expenses qualify under the foregoing standard.

6. LEAVES OF ABSENCE AND INJURY POLICIES

6.1 JURY DUTY

Full-time employees shall receive full pay for time not worked while serving on jury or witness duty. Part-time employees shall receive full pay for time served on jury or witness duty if said duty occurs during regularly-scheduled work hours.

Compensation received for jury or witness duty shall be paid to the Village, less travel expenses.

6.2 MILITARY LEAVE POLICY

It is the policy of the Village of Gilberts to encourage and support the Military Reserves in their task of maintaining trained personnel.

During each Village Fiscal Year, any full time employee who is a member of the National Guard or Reserve components of the Armed Services will be given a leave to fulfill their normal Annual Training commitment. The Village will pay an eligible employee for a maximum ten (10) calendar days of the fifteen (15) calendar days required for Annual Training. Employee will be paid the difference between their reserve pay and their regular Village base pay for this period if the employee requests payment of the difference and provides the Village a receipt of payment from the military reserves prior to the Village issuing payment. During activation or call to active duty, Federal and State statutes will prevail. An employee may elect to use paid vacation or personal/sick days for non paid training calendar days, but cannot be compelled to use them for this purpose. During times of State, National or International emergency situations or conflict, when employees are activated, the Village Board may elect to provide additional remuneration.

6.3 UNEXCUSED ABSENCES

Regular and timely attendance is an essential function of each and every job at the Village, therefore unexcused absence from work will be grounds for disciplinary action. Absence from work on a day on which he or she was scheduled to work without notifying his or her direct supervisor, or failure to report to work when called in after-hours duty (e.g. snow plowing, police

staffing during an emergency, etc.), may be subject to disciplinary action, as determined by the Village Administrator.

An employee who is absent from work for three consecutive calendar days on which he or she was scheduled to work without notifying his or her direct supervisor will be considered as having terminated his or her employment, unless there were unusual circumstances, as determined by the Village Administrator, that prevented notification.

6.4 TARDINESS

Employees are expected to report to work and be prepared to begin work at the start of their work shift. An employee may be considered excessively tardy in the event tardiness exceeds two (2) instances in a thirty (30) calendar day period. Excessive tardiness is may be grounds for disciplinary action.

6.5 ON-THE-JOB INJURIES

6.5.1 PROCEDURES

An injury sustained by an employee while on the job should be reported immediately, but no later than 48 hours after the occurrence to the employee's Department Head and Village Administrator or their designee, and medical attention secured as required.

If the injury arose out of the employee's employment, he/she should inform the admitting office of the hospital or clinic that it is a Workers' Compensation case.

6.5.2 REPORTS

A Workers' Compensation Report (Illinois Industrial Commission Form 45) and a Supervisor's Accident Investigation Report must be completed and sent together to the Department Head and Village Administrator or their designee within 48 hours of the accident or injury, in order to avoid delays in payment of bills for benefits to an employee.

All questions regarding a Workers' Compensation claim should be directed to the Village Administrator or designee who acts as a liaison between the Village and the insurance service, seeing that all bills are paid and that employees receive the benefits to which they are entitled.

In the instance of a Workers' Compensation case, it will be the injured employee's responsibility to keep their Department Head advised of their recuperation progress by submitting periodic reports from the employee's doctor. Said reports shall be immediately forwarded to the Department Head.

The day following an absence due to an on the job injury, it is the responsibility of the employee's Department Head to advise the Village Administrator who will in turn advise the President and the Board of Trustees that the employee is to be placed on a "Workers' Compensation Status". Similarly, it will be the Department Head's responsibility to advise the Finance Director and the Village Administrator of the employee's return to work date.

The Village Clerk will assume the responsibility of advising the insurance service of the employee's absence and return to work from the information derived from the Form 45.

6.6 WORKERS' COMPENSATION INSURANCE

1. Any employee injured during the course of employment with the Village, regardless of fault, shall be eligible for benefits in accordance with Illinois Worker's Compensation Act. Presently, the Act provides for:
 - a) The payment of all medical expenses related to the injury.
 - b) Payment of 66 2/3% of wages, after three calendar days following the date of injury for injuries arising out of and in the course of one's employment that leaves an employee temporarily disabled.
2. An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) calendar days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) calendar days of earned leave will be credited to the employee.
3. Once benefits under the Act begin, the employee shall be placed on injury leave. All compensation shall be paid through the Village's Workers' Compensation claims administrator. Compensation shall not be subject to any Village deductions, and will be distributed through the Finance Director.

4. An employee on an injury-related leave of absence shall not accrue paid vacation or personal leave credits. Full earnings of benefits will continue once the employee returns to work.
5. An employee on Workers' Compensation disability leave for an entire month (and not receiving a Village pay check) will be responsible for payment of the employee contribution for health insurance and any other elected insurance.
6. Any employee on Workers' Compensation disability leave shall return to work as soon as the doctor releases them in writing. It is expected that the disabled employee will inform the Village of their disability status after each doctor visit.
7. Workers' Compensation leave will run concurrent with Family and Medical Leave (FMLA).

6.7 INJURED OFF DUTY

In the case of an injury or accident while NOT on duty, employees may use accumulated sick leave, sick/personal days or vacation leave, or a combination of all three.

6.8 LIMITED DUTY

Employees who are injured either on duty or off duty and cannot assume the normal tasks of their position may be placed on limited or restricted duty, if available, until they have recovered from their disability. Employees will only be assigned to limited duty when such duty exists in a department and only as long as need dictates. If no limited duty is available in a department, an employee may be placed in either a Worker's Compensation disability status or sick leave status (whichever is applicable) until they are medically released to return to work.

6.9 ACCIDENTS/PERSONAL INJURY

All accidents and injuries occurring on Village owned property, property leased by the Village, or involving Village vehicles or Village equipment operated by a Village employee are to be reported within 48 hours to the Department Head and Village Administrator or their designee . Any accidents involving a Village vehicle shall also be reported to the Police Department.

Failure to adhere to this policy may cause for disciplinary action and / or dismissal.

6.10 FAMILY & MEDICAL LEAVE ACT (FMLA)

1. This policy incorporates rights and obligations guaranteed by the Family and Medical Leave Act (29 CFR 825.200 et. seq.). Employees who have worked for the Village for at least twelve (12) months and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks of unpaid job protected leave in a twelve month period for child care for the birth of a child, the placement of a son or daughter for adoption or foster care, or the serious health condition of the employee or an immediate family member. The twelve month period is a rolling period measured backward from the date an employee uses any FMLA leave. Employees may take intermittent or reduced work schedule leave when medically necessary. Employees may take leave intermittently or on a reduced work schedule for childcare only with the consent of the Village.
 - a) A son or daughter is a child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.
 - b) A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, whether it is a personal or work-related condition. If work related, this leave will run concurrent with workers’ compensation leave. The Village requires that a Certification of Health Care Provider form be completed for leave based on a serious health condition. The disability portion of a pregnancy is considered a serious health condition for purposes of the Family and Medical Leave Act.
 - c) An “immediate family member” is an employee’s son or daughter, spouse or parent.
2. Employees must provide the Village with (30) calendar days notice before taking the leave, or notify the Village as soon as possible. In addition, the employee should complete a Request for Leave of Absence-Medical/Disability form from the Finance Director This request will be

reviewed by the Finance Director and approved by the Village Administrator or his/her designee.

3. Employees are required to substitute earned paid leave, if available, for any leave provided under the FMLA until the paid leave is exhausted.
4. Leave taken under this provision will be unpaid, unless the employee has earned paid leave available. Group health insurance will be continued for all eligible employees during the leave under the same terms as if the employee were not on leave.
In the event an employee fails to return to Village employment after taking leave under this provision, the Village may recapture the cost of any health insurance programs paid by the Village for the employee's benefit during the leave, unless the employee fails to return because of the continuation of the serious health condition or other circumstances beyond the employee's control.
5. Upon termination of leave, the employee will ordinarily be restored to his or her former position with equivalent pay, benefits and other terms and conditions of employment. Employees must provide the Village with one week's notice, if possible, before returning to work. In addition, the employee should submit a written notice to the Department Head indicating the employee's return date.
6. Restored employees are not entitled to earnings of seniority or other employee benefits during any period of leave.
7. In the event the Village employs a married couple, the Family and Medical Leave provides an aggregate of twelve (12) weeks of leave, not twelve (12) weeks per person.
8. The Village will comply with eligible requests for leave related to the Illinois Victims' Economic Safety and Security Act. Illinois VESSA permits eligible employees to take unpaid leave from employment to address domestic violence, dating violence, sexual assault, or stalking (for medical attention, victim services counseling, safety planning, or legal assistance or other specified purposes). This 12 week leave is not in addition to the unpaid leave permitted by FMLA, but functions in a similar fashion. If an employee is eligible for both FMLA and VESSA leaves, the leave periods shall run concurrently.

6.11 UNPAID LEAVE

As the Village recognizes that an employee, from time to time, may need to take time off to deal with personal, medical, family and other issues, the Village provides the employee with both vacation and personal days to allow paid time off. Unpaid leave is not intended to provide “extra vacation days,” but it provides a mechanism to grant an employee additional time off for personal, medical, family or other issues after he or she has exhausted the paid leave available to him or her. Accepting a position with another employer while on any leave of absence will result in the forfeiture of the leave of absence and the termination of Village employment.

6.11.1 UNPAID LEAVE UNDER FMLA OR VESSA

Upon application to the Department Head and the approval of the Village Administrator, an employee may be granted a leave of absence without pay for sick leave, personal leave or maternity leave in conformance with the FMLA, VESSA, and other applicable state and federal regulations. The leave may extend up to the maximum leave allowed under FMLA, VESSA or other applicable state or federal law. Unpaid leave under FMLA or VESSA will have no effect upon seniority, longevity, vacation accrual, personal leave accrual, or participation in the Village’s health insurance program.

6.11.2 UNPAID LEAVE OTHER THAN FMLA OR VESSA

A leave of absence may be granted for personal reasons beyond the scope of FMLA or VESSA if, in the opinion of the Department Head and the approval of the Village Administrator, the staffing and operation of the department is not impaired if the leave is granted. The leave of absence may be cancelled by the Village Administrator if the leave impairs the Village’s functioning. During an unpaid leave that is beyond the scope of FMLA or VESSA, the employee will cease acquiring seniority and longevity as of the first day of leave, and will not accrue vacation or personal leave during the leave period. The time on unpaid leave is not creditable toward any right or privilege of which length of service is a factor. For unpaid leave exceeding thirty (30) days, the employee may not continue to participate in the Village health insurance plan unless other arrangements are approved by the Village Administrator in advance.

7. DISCIPLINARY ACTION

Regulations regarding the conduct of employees are intended to promote the orderly operation of the Village. Disciplinary action is at times necessary to insure that such regulations are observed. It is the Village's policy to select disciplinary action that is proportionate to the seriousness of the offense. In cases of serious offenses, the appropriate discipline may be immediate discharge and a progressive series of disciplinary measures need not be observed.

7.1 CAUSES FOR DISCIPLINARY ACTION

Each of the following circumstances is an example of a reason for disciplinary action. The examples given below are not intended as an exclusive or exhaustive inventory of actions necessitating disciplinary action, but rather as a guide for determining appropriate behavior.

1. Falsification or fraud in securing employment.
2. Intoxication, use or sale of unprescribed drugs, or use of prescribed drugs which may affect performance or endanger other employees without notifying the supervisor while on duty.
3. Negligent destruction or loss of property.
4. Theft or willful destruction of Village or individual personal property.
5. Any act which endangers an employee's safety, health or well being or that of another Village employee or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit to the Village.
6. Incompetence or inefficiency in the performance of the duties of a position. The term 'incompetence' shall mean a lack of ability, knowledge or fitness to perform duties which are reasonable within the scope of employment and the term 'inefficiency' shall mean the performance of the duties of the position at a level lower than ordinarily expected of other employees in similar positions.
7. Failure to perform the duties of the position because of neglect.
8. Insubordinate actions, including willful disobedience of a rule, order or directive.

9. False representation to a superior as to the quality and/or quantity of work performed.
10. During work hours, the solicitation of any donation, gift, or other thing of value for personal benefit; or, the attempt to sell any item, service, or product for personal benefit or performing any business matters not pertaining to the Village of Gilberts.
11. The attempt to use Village employment or the name of the Village for any personal benefit, or other group benefit.
12. Absence without leave, the use of sick leave or any other leave of absence in an unauthorized manner, a record of excessive absence or tardiness, or engaging in unauthorized outside employment when on disability leave or sick leave.
13. Failure to return from sick or disability leave when released by the doctor.
14. Use of Village property or the service of Village employees for unauthorized purposes.
15. Violation of any of the policies contained in this manual, Department Rules or Regulations, or the Loss Prevention Manual.
16. Engaging in 'horseplay' during working hours.
17. Gambling or promoting lotteries.
18. Loafing, lounging or sleeping, or visiting other departments without permission.
19. Discourteous treatment of the public.
20. Immoral, unethical or disgraceful actions or any other personal conduct likely to impact the efficiency of the Village service or bring the Village into disrepute.
21. Assault on a fellow employee or customer.
22. Conviction of a criminal offense which involves moral turpitude or relates to the performance of an employee's duties.
23. Any other activity which is not compatible with public service or the professional image maintained by the Village.
24. Any other acts of misfeasance, malfeasance or nonfeasance during employment.

7.2 FORMAL DISCIPLINARY MEASURES

1. The Village of Gilberts agrees in principle that all disciplinary actions should be reasonable in relation to the seriousness of the offense. However, nothing herein should be construed in any way to limit the Village's right to summarily discharge or suspend an employee for serious offenses. Any activity requiring disciplinary action may result in any of the following measures:
 - a) **Verbal Reprimand** - Ordinarily, the first course of disciplinary action is a verbal reprimand given by the Department Head. The employee should be made aware of the problem(s) and the manner in which the problem(s) can be resolved. This reprimand should, whenever possible, be given in private. The Department Head shall maintain a record of such action.
 - b) **Written Letter of Warning** - A recurrence of an incident for which a verbal reprimand was given or a more serious initial violation will necessitate the issuance of a written letter of warning. This letter, given by the supervisor or Department Head, shall include a description of the incident, an outline of the circumstances surrounding the incident, and a statement regarding the resolution of the incident. The employee shall be given an opportunity to sign the letter of warning indicating receipt. Failure to sign shall be noted. A copy of this warning shall be placed in the employee's personnel file.
 - c) **Suspension** - A suspension is the removal of an employee from Village service generally without pay. An employee may be suspended when the violation is a serious infraction, but not so serious as to merit dismissal. When a suspension is enacted by the Village Administrator, a notice of suspension shall be given to the employee. Said notice shall include documentation of the circumstances surrounding the incident, the length of the suspension, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the suspension to indicate receipt. Failure to sign shall be noted. A copy of the suspension shall be placed in the employee's personnel file.
 - d) **Demotion** - A demotion is the reassignment of an employee to less responsible work when the employee's performance has not been satisfactory, but does not warrant dismissal. The Village Administrator, in consultation with the Department Head, may demote any employee. A

demotion may be accompanied by a salary reduction at the Village Administrator's discretion. When a demotion is made, a copy of the demotion shall be given to the employee involved. Said demotion notice shall include the circumstances surrounding the demotion, the effective date of the demotion, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the demotion to indicate receipt. Failure to sign shall be noted. A copy of the demotion shall be placed in the employee's personnel file.

- e) **Dismissal** - A dismissal is the involuntary end of an employee's tenure, as decided by the Village Administrator. In instances where dismissal is an appropriate disciplinary action, the Administrator retains the discretion to allow the disciplined employee the opportunity to resign voluntarily before the employee is dismissed.

- 2. Discipline under this manual is administered, relative to exempt employees, in accordance with the Fair Labor Standards Act. (29D.F.R.s541.118)

7.3 ADMINISTRATIVE PROBATION

As a means of attempting to improve employee performance after the regular introductory period has been completed, a Department Head, with approval of the Village Administrator, may at his/her discretion place an employee on administrative probation of up to three (3) calendar months in lieu of other disciplinary action. It is the supervisor's role to attempt to provide appropriate counsel during this period. An employee performance report shall be completed at least once every month during this period which shall be reviewed with the employee and a copy placed in the employee's personnel file. Failure of an employee to improve performance during the period of administrative probation may result in disciplinary action being taken up to an including discharge.

8. RETIREMENT, RESIGNATION AND RE-EMPLOYMENT

8.1 RETIREMENT

1. An employee wishing to retire shall give a written notice at least ninety (90) calendar days prior to the effective retirement date.
2. Any unused earned vacation time may be converted into a cash payment or used as vacation prior to retirement.

8.2 RESIGNATION

1. Any employee wishing to leave Village service in good standing should file with the Department Head a written resignation stating the reason(s) for leaving and giving at least ten (10) working days notice. The Department Head may consent to the employee leaving sooner.
2. A copy of the letter of resignation must be forwarded to the Village Administrator within one (1) working day of receipt.
3. Any employee who terminated Village service in good standing and not under threat of dismissal shall be entitled to the cash payment of any unused earned vacation time, in accordance with the Illinois Wage Payment and Collection Act (820 ILCS 115/1-16).
4. The Finance Director will insure that all Village-owned property has been returned or appropriate remuneration collected.

8.3 EXIT INTERVIEW

1. Any time an employee terminates employment with the Village, whether by resignation, retirement or otherwise, the employee's Department Head must schedule an exit interview between the employee and the Village Administrator or his/her designee.
2. Exit interviews are entirely voluntary on the part of the employee and in no way affects monies or benefits due to the employee by virtue of separation.
3. The exit interview is designed to solicit information from the employee concerning matters directly associated with Village employment, such as: job

satisfaction, working conditions, supervision, training, compensation, work safety procedures, and general suggestions as to how to improve the overall delivery of service.

8.4 RE-EMPLOYMENT

1. Any employee terminated for performance reasons or misconduct or any employee who resigns without giving ten (10) working days notice shall not be eligible for re-employment.
2. Any employee who is re-employed by the Village shall not be entitled to any previously earned benefits or seniority.

9. SUPPLEMENTAL POLICIES AND EXHIBITS

This section is reserved for references to supplemental policies and exhibits that may affect the language or implementation of the Personnel Manual. The inclusion of policies and exhibits in this Section is intended as a convenience. Omission of an adopted policy from this section does affect the effective date or implementation of the said policy, unless otherwise so stated.

Ordinance No. _____

**AN ORDINANCE AMENDING
CHAPTER 3 OF TITLE 5 OF THE VILLAGE CODE
REGARDING CANNABIS ENFORCEMENT**

WHEREAS, the Village of Gilberts is an Illinois municipal corporation operating in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1, *et seq.* (the “Act”), regulates the cultivation, sale, possession and consumption of recreational cannabis in Illinois; and

WHEREAS, Section 55-90 of the Act prohibits municipalities from regulating the cultivation, sale, possession and consumption of recreational cannabis except as provided in the Act; and

WHEREAS, the Act does not affect the Village’s ability to prohibit unauthorized possession and use of cannabis by persons under 21 years of age, 410 ILCS 5/10-5; and

WHEREAS, the Act does not affect the Village’s ability to prohibit unauthorized possession of drug paraphernalia (excluding cannabis paraphernalia) by persons 21 years of age or older, 720 ILCS 600/3.5; and

WHEREAS, the Village may impose fines upon cannabis other than as defined in the Cannabis Control Act, 720 ILCS 550/17.5; and

WHEREAS, the Village may pass and enforce all necessary police ordinances, 65 ILCS 5/11-1-1; make all necessary or expedient regulations for the promotion of health, 65 ILCS 5/11-20-5; and define, prevent, and abate nuisances, 65 ILCS 5/11-60-2; and

WHEREAS, the Village declares the unauthorized use of cannabis to be a public nuisance, and desires to adopt this Ordinance to regulate cannabis in accordance with state law; and

WHEREAS, the Village President and Board of Trustees find that amending the Gilberts Village Code in accordance with this Ordinance will promote the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois as follows:

SECTION 1. RECITALS The recitals set forth above are incorporated into Section 1 as set forth herein.

SECTION 2. AMENDMENT TO SECTION 5-3-6 OF THE VILLAGE CODE.
Section 5-3-6 “Possession of cannabis less than ten grams” of Chapter 3 “Miscellaneous

Offense” of Title 5 “Police and Public Safety” of the Gilberts Village Code shall be replaced in its entirety as follows:

“5-3-6. - Possession and use of cannabis

(A) Personal Use of Cannabis.

- (1) Beginning January 1, 2020, except as otherwise provided in the Cannabis Regulation and Tax Act (the “Act”) or the Compassionate Use of Medical Cannabis Program Act, the following acts are prohibited in the Village:
 - (a) possession, consumption, use, purchase, obtaining, or transporting cannabis paraphernalia or an amount of cannabis for personal use that exceeds the possession limit under Section 10-10 of the Act or otherwise not in accordance with the requirements of the Act;
 - (b) cultivation of cannabis for personal use not in accordance with the requirements of the Act; and
 - (c) controlling property if actions that are authorized by the Act occur on the property not in accordance with the Act.
- (2) Except as otherwise provided in the Act or the Compassionate Use of Medical Cannabis Program Act, it is unlawful for any person knowingly to possess cannabis.
- (3) Except as otherwise provided in the Act or the Compassionate Use of Medical Cannabis Program Act, it is unlawful for any person knowingly to manufacture, deliver, or possess with intent to deliver, or manufacture, cannabis.

(B) Personal Use of Cannabis; Restrictions on Cultivation; Penalties.

- (1) Any person other than a registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act who cultivates cannabis plants is liable for penalties provided by this ordinance.
- (2) Any registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act who:
 - (a) cultivates cannabis plants in violation of Section 10-5 of the Act;
 - (b) cultivates more than the allowable number of cannabis plants; or

- (c) sells or gives away cannabis plants, cannabis, or cannabis-infused products produced under Section 10-5 of the Act, is liable for penalties as provided by this ordinance.

(C) Persons Under 21 Years of Age.

- (1) The transfer of cannabis, with or without remuneration, to a person under 21 years of age, or allowing a person under 21 years of age to purchase, possess, use, process, transport, grow, or consume cannabis except where authorized by the Compassionate Use of Medical Cannabis Program Act or by the Community College Cannabis Vocational Pilot Program is prohibited.
- (2) It is unlawful for any person under 21 years of age knowingly to possess cannabis paraphernalia or cannabis, except under provisions of law authorizing the possession of medical cannabis.
- (3) It is unlawful for any parent or guardian to knowingly permit his or her residence, any other private property under his or her control, or any vehicle, conveyance, or watercraft under his or her control to be used by an invitee of the parent's child or the guardian's ward, if the invitee is under the age of 21, in a manner that constitutes a violation of this Section. A parent or guardian is deemed to have knowingly permitted his or her residence, any other private property under his or her control, or any vehicle, conveyance, or watercraft under his or her control to be used in violation of this Section if he or she knowingly authorizes or permits consumption of cannabis by underage invitees. In this subsection, where the residence or other property has an owner and a tenant or lessee, the trier of fact may infer that the residence or other property is occupied only by the tenant or lessee.

(D) Prohibited Conduct.

- (1) No person may engage in the following conduct:
 - (a) possessing cannabis:
 - i. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act;
 - ii. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act;

- iii. in a vehicle not open to the public unless the cannabis is in a reasonably secured, sealed container and reasonably inaccessible while the vehicle is moving; or
 - iv. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
- (b) using cannabis:
- i. in a school bus, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act;
 - ii. on the grounds of any preschool or primary or secondary school, unless permitted for a qualifying patient or caregiver pursuant to the Compassionate Use of Medical Cannabis Program Act;
 - iii. in any motor vehicle;
 - iv. in a private residence that is used at any time to provide licensed child care or other similar social service care on the premises;
 - v. in any public place; as used in this Section, "public place" means any place where a person could reasonably be expected to be observed by others; "public place" includes all parts of buildings owned in whole or in part, or leased, by the State or a unit of local government, "public place" includes all areas in a park, recreation area, wildlife area, or playground owned in whole or in part, leased, or managed by the State or unit of local government; "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises; or
 - vi. knowingly in close physical proximity to anyone under 21 years of age who is not a registered medical cannabis patient under the Compassionate Use of Medical Cannabis Program Act;
- (c) smoking cannabis in any place where smoking is prohibited under the Smoke Free Illinois Act;

- (d) operating, navigating, or being in actual physical control of any motor vehicle, aircraft, watercraft, or snowmobile while using or under the influence of cannabis in violation of Section 11-501 or 11-502.1 of the Illinois Vehicle Code, Section 5-16 of the Boat Registration and Safety Act, or Section 5-7 of the Snowmobile Registration and Safety Act or motorboat while using or under the influence of cannabis in violation of Section 11-501 or 11-502.1 of the Illinois Vehicle Code;
 - (e) facilitating the use of cannabis by any person who is not allowed to use cannabis under this Act or the Compassionate Use of Medical Cannabis Pilot Program Act;
 - (f) transferring cannabis to any person contrary to the Act or the Compassionate Use of Medical Cannabis Program Act;
 - (g) the use of cannabis by a law enforcement officer, corrections officer, probation officer, or firefighter while on duty; or
 - (h) the use of cannabis by a person who has a school bus permit or a Commercial Driver's License while on duty.
- (E) Preemption.
- (1) This Section should not be construed to regulate or license the activities described in the Act except as otherwise provided in the Act.
 - (2) This Section should not be construed to regulate the activities described in paragraphs (1), (2), or (3) of section 55-25 of the Cannabis Regulation and Tax Act in a manner more restrictive than the regulation of those activities by the State under the Act.
 - (3) In the event of a conflict between this Section, and the Act and its administrative rules, the Act and its rules will prevail.
- (F) Any person who violates any provision of this section is subject to a fine in an amount not less than \$250.00 and not more than \$500.00.”

SECTION 3. AMENDMENT TO SECTION 5-3-7 OF THE VILLAGE CODE.

Section 5-3-7 “Possession of drug paraphernalia” of Chapter 3 “Miscellaneous Offense” of Title 5 “Police and Public Safety” of the Gilberts Village Code shall be replaced in its entirety as follows:

“5-3-7. – Drug Paraphernalia

- A. A person who knowingly possesses an item of drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing a controlled substance into the human body, or in preparing a controlled substance for that use, is guilty of a violation of this section. This subsection (a) does not apply to a person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act.
- B. Any person who keeps for sale, offers for sale, sells, or delivers for any commercial consideration an item of drug paraphernalia, is guilty of a violation of this section.
- C. In determining intent under subsection A of this section, the trier of fact may take into consideration the proximity of the controlled substances to drug paraphernalia or the presence of a controlled substance on the drug paraphernalia.
- D. For the purpose of this section, the definitions and exemptions in the Drug Paraphernalia Control Act, as amended, 720 ILCS 600/2 and 600/4, shall apply unless the context clearly indicates or requires a different meaning. “Drug paraphernalia” does not include “cannabis paraphernalia” as defined in Section 1-10 of the Cannabis Regulation and Tax Act, as amended.
- E. Any person who violates this section is subject to a fine in an amount not less than \$250.00 and not more than \$500.00.”

SECTION 4. SEVERABILITY. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

SECTION 5. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall only be effective upon the passage, approval, and publication in the manner required by law.

ADOPTED THIS _____ DAY OF _____, 2020, pursuant to roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Elissa Kojzarek	_____	_____	_____	_____

Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

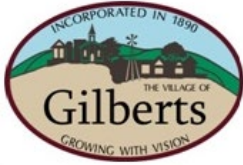
APPROVED THIS _____ DAY OF _____, 2020

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Village Clerk, Courtney Baker

Published: _____



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: January 14, 2020 Committee of the Whole
Re: Item 4.B: Presentation and Discussion of a Renewal of an Agreement for Animal Control Services with Kane County Animal Control

The Village has maintained an agreement with Kane County for animal control services should they be required. Under the agreement the Village may utilize the Kane County Animal Control for the following services:

- A) The pickup of stray dogs within the limits of the Village;
- B) Respond to complaint calls from the Village's police department for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Village; and
- C) Cooperation with the Village Police Department in responding to complaints relating to vicious or dangerous dogs.

There is a service fee applicable to any requested service as outlined below. Please note, these fees are only assessed should the service be utilized, there is no charge for entering into the agreement. For any services utilized by the Village, the County would then invoice the municipality. The average cost per impounded animal is \$100.

Service	Fee
Pick up per animal (7:00am - 7:59pm)	\$20.00
Pick up charge group of small animals, evictions only	\$25.00
Boarding per animal/per day/Maximum charge \$70	\$10.00
Vaccination for distemper per animal	\$10.00
Euthanasia per dog/cat animal ≤ 30 pounds	\$30.00
Euthanasia per dog/cat animal > 30 pounds	\$50.00
Rabies observation (includes euthanasia fee) ≤ 30 pounds	\$150.00
Rabies observation (includes euthanasia fee) > 30 pounds	\$175.00
Specimen pick up	\$30.00
Specimen prep	\$50.00
Eviction cost comprise of pickup charges and boarding	\$90.00
After Hours Pick up (8:00pm - 6:59am)	\$150.00

In the event that the Village receives a call regarding a stray or lost dog, the Police Department does have a chip reader and makes every effort to reunite the lost dog with its owners. Previously, this has worked quite well and therefore the Village did not frequently need to utilize the terms of the agreement. However, it is recommended to renew the agreement in the event that the Village would need assistance, particularly with any complaints related to vicious or dangerous dogs.

Should the Village Board concur, this agreement would be placed on a future agenda for approval.

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2020 by and between the **COUNTY OF KANE**, a body politic and corporate, and the _____, an Illinois municipal corporation.

WHEREAS, the County of Kane (“Kane County”) is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the _____ (“Municipality”) is an Illinois municipal corporation; and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq. (the “Act”) has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability at Kane County Animal Control, located at 4060 Keslinger Road, Geneva, IL, (the “Facility”) the Kane County ; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County;; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution _____ to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the _____ do hereby agree as follows:

Section 1. Incorporation of Recitals. The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided. The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls – Response. The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

Section 4. Vicious or Dangerous Dogs. The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services. Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees. Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners. Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

Section 8. Effective Date; Termination. This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until _____ with two one-year renewal options. The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

Section 9. Additional Agreement. The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

Section 10. Service Provision Subject to Shelter Capacity.

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the County for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

Section 11. Indemnification. The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12 Notices. Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane

Kane County Government Center

719 South Batavia Avenue - Building A - 2nd Floor

Geneva, IL 60134

Attention: County Board Chairman

With a copy to:

Animal Control Administrator

County of Kane

4060 Keslinger

Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division

100 South Third Street, 4th Floor

Geneva, IL 60134

If to the Municipality:

Attention:

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13 Severability. If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

Section 14 Entire Agreement of the Parties. This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment. This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

By: _____

Christopher Lauzen

County Board Chairman

ATTEST: _____

John A. Cunningham

Kane County Clerk

VILLAGE/CITY OF _____

By: _____

President/Mayor

ATTEST: _____

Village/City Clerk