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BURR RIDGE PARK DISTRICT PERSONNEL POLICY

Revised and Adopted July 13, 2015

BURR RIDGE PARK DISTRICT PERSONNEL POLICY STATEMENT

This manual has been established to clarify the rules and regulations regarding personnel issues at the Burr Ridge Park District. The purpose of this manual is to inform employees of their responsibilities, privileges and obligations during their employment.

These employment procedures and policies do not constitute an employment contract but offer a set of guidelines that are subject to change. All personnel must carefully review and become familiar with the contents of this manual.

_____	President, Board of Commissioners
_____	Director
_____	Date Adopted/Revised

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EMPLOYEE POLICIES AND PROCEDURES

Introduction And At-Will Disclaimer

Welcome to the Burr Ridge Park District. The Park District is proud of its record of continuing growth and expansion of services offered to the residents of the Park District. The growth and reputation of the Park District are the direct results of individual efforts and close cooperation by all of our employees. Our future success will depend upon continuation of these efforts, along with good safety habits, and adherence to the highest professional standards and ideals.

There are several things that are important to keep in mind about this Manual.

First, it contains only general information and guidelines. It is not intended to be comprehensive, all-inclusive, or to address all of the possible applications of, or exceptions to, the general policies and procedures described. Rather, this Manual has been prepared for you as a general reference guide.

Second, this Manual supersedes all previously issued manuals. Your decision to continue employment with the Park District after this revision and any future revision to this Manual shall be deemed to constitute your agreement with all such revisions. **The Park District and the Board of Park Commissioners reserve the right to unilaterally revise, supplement or discontinue any of the policies, guidelines or benefits described in this Manual.** Therefore, the Park District may, from time to time, revise, add to, supplement or discontinue any of the policies, rules or benefits described in this Manual with or without notice. The Park District will try to inform you of any changes as they occur.

Third, **nothing contained in this Manual or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create nor shall create an employment contract, either express or implied, to remain in the Park District's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the Park District, or you may resign for any reason at any time. In other words, you may terminate your employment at any time, with or without cause or notice, and the Park District retains a similar right. No supervisor, department head, Director, or other representative of the Park District (except as delegated and approved by the Board of Park Commissioners) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.**

Fourth, each employee is expected to review this Manual and become familiar with its contents. Accordingly, upon receipt of this Manual, you must sign, date and return the Employee Acknowledgement Form found on the last page. This form will be maintained in the Park District's files and your personnel file. If you have any comments, suggestions, or questions about any aspect of your employment, you are encouraged to discuss them with your immediate supervisor or department head. He/She will listen to your concerns, consider appropriate action to be taken, if necessary, and/or provide you with the information you need, or direct you to someone who can provide you with that information.

The Director is responsible for overseeing the enforcement of the policies contained within this Manual, and for the direction of the activities of all employees, except those whose appointment is otherwise prescribed. Should any question arise as to the proper interpretation of any provision of this Manual, or any other personnel policy, the decision of the Director will be final.

Where the context of this Manual permits, words in the masculine gender shall include the feminine and neuter genders and words in the singular number shall include the plural number. The descriptive headings of the various sections or parts of this Manual are for convenience only and shall not affect the meaning or construction, nor be used in the interpretation of this Manual or any of its provisions.

Finally, if any policy or procedure or part thereof contained in this Manual is determined invalid in a court of law, or by another appropriate judicial body or agency, such determination will not affect the validity of the remaining policies and procedures or parts thereof.

Note: Please review and execute the Employment Contract Disclaimer and Signed Acknowledgement Form that follows.

Employment Contract Disclaimer and Signed Acknowledgment

I hereby acknowledge receipt of the Burr Ridge Park District Personnel Policy Manual and Appendices ("Manual"). I agree and represent that I have read this Manual thoroughly and in its entirety. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, department head, human resource department or Director.

I understand that this Manual has been developed as a general reference guide for the Burr Ridge Park District ("Park District") employees and that neither the Manual nor its individual terms or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is intended to create or shall create an employment contract, either express or implied, on the part of the Park District. I also understand that the policies, benefits and rules contained in this Manual can be changed or discontinued by the Park District at any time, with or without advance notice. I understand that nothing contained in this Manual may be construed as creating a promise of future benefits or a binding contract with the Park District for benefits or for any other purpose.

I further understand that I am an at-will employee as provided in the Manual and as such, employment with the Park District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of Park District, other than the Director with the Board's express approval, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I understand and will comply with all policies within this Manual and any and all other Park District policies, rules and guidelines as promulgated periodically. I further understand that violating any policy within this Manual or any other Park District policy, rule or guideline may subject me to disciplinary action up to and including dismissal.

Please sign and date this acknowledgment and return it to the Business Office.

Employee Signature: _____

Print Name: _____

Date: _____

Equal Employment Opportunity Policy

Equal Employment Opportunity Policy

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Burr Ridge Park District, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law.

In accordance with federal, state and local laws, it is the policy of the Park District to provide equal employment opportunities to all qualified persons. All of the District's personnel policies, procedures and decisions pertaining to hire, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability, or any other characteristic protected by state or federal law.

The District makes reasonable accommodations when necessary for all employees and/or applicants with disabilities, provided that the individual is otherwise qualified to perform the essential functions of the job. Such individuals are encouraged to discuss their need for a reasonable accommodation with their Department Head or the Executive Director.

Pursuant to the Illinois Religious Freedom Protection and Civil Union Act (750 ILCS 75/1, *et seq.*), a "party to a civil union", as defined in such Act, means a person who has lawfully established a civil union pursuant thereto. For purposes of this policy, "party to a civil union" shall be included in any definition or use of the terms "spouse", "family", "immediate family", or any other terms that denote a spousal relationship as used in this policy or in any other policies and procedures adopted or implemented based on the terms and conditions of this policy.

The Executive Director or the Board of Commissioners has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Executive Director.

Non-Discrimination And Anti-Harassment Policy

Introduction

The Park District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, officer, official, park commissioner, agent, volunteer, and vendor of the Park District, as well as anyone using the Park District's facilities, to refrain from sexual and other harassment. The Park District will not tolerate sexual or any other type of harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the Park District prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Definitions of Harassment

1. **Sexual harassment** may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
 - a. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
 - b. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
 - c. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through electronic communication); and other physical, verbal or visual conduct of a sexual nature.

2. **Harassment on the basis of any other protected characteristic** is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, pregnancy, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.

Retaliation Is Prohibited

The Park District prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Reporting Procedure

The Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, your immediate supervisor, your department head, and/or the Director. You should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

Direct Communication with Offender: If there is harassing or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee, you should clearly state

that the conduct is unwelcome and the offending behavior must stop. However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.

Report to Supervisory and Administrative Personnel: At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, department head or the Director. If you feel uncomfortable doing so, or if your immediate supervisor and/or department head is the source of the problem, condones the problem or ignores the problem, report directly to the Director. If the Director is the source of the problem, condones the problem, or ignores the problem, you should contact the President of the Board of Park Commissioners.

Report to Director/President of the Board of Park Commissioners: An employee may also report incidents of harassment or discrimination directly to the Director. The Director or his designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment by the Director, or if the Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.

Harassment Allegations Against Non-Employees/Third Parties

If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Park District programs or facilities, the Director will investigate the incident(s) and determine the appropriate action, if any. The Park District will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that the Park District has limited control over the actions of non-employees. **Important Notice To All Employees:** Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

Responsibility of Supervisors and Witnesses

Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the Director who will investigate the conduct and resolve the matter as soon as possible.

All employees are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. *However, it is impossible to guarantee absolute confidentiality.* The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. The Park District

reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to an including termination.

Responsive Action

The Park District will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the Park District believes appropriate under the circumstances.

False and Frivolous Complaints

Given the possibility of serious consequences for an individual accused of sexual harassment, complaints made in bad faith or otherwise false and frivolous charges are considered severe misconduct and may result in disciplinary action, up to and including dismissal.

While we hope to be able to resolve any complaints of harassment within the Park District, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint, and, if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

Pregnancy Discrimination Policy

The Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy. In accordance with the Federal Pregnancy Workplace Discrimination Act, and the Illinois Pregnancy Workplace Discrimination Law (775 ILCS 5/1-102, *et seq.*), the Park District will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits, opportunities and purposes.

Open Door Policy

The Park District promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their immediate supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, the department head and Director are available for consultation and guidance. The Park District is interested in all of our employees' success and happiness with us. We therefore welcome the opportunity to help employees whenever feasible.

Anti-Nepotism Description

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

1. create a supervisor/subordinate relationship with a family member;
2. have the potential for creating an adverse impact on work performance; or
3. create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, and members of household. This policy also applies to civil unions and romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Park District to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Park District will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Park District will decide in its sole discretion who will remain employed.

Introductory Employment Period

All administrative, supervisory, and regular employees will be subject to an introductory period for the first three (3) months of employment. The immediate Supervisor and/or Department Head will utilize the Introductory Period for orientation, training, and to determine if the employee possesses the aptitude and attitude necessary to meet the required standards of the position. The Immediate Supervisor and/or Department Head may extend the Introductory Period for an additional (3) months if necessary.

A performance evaluation will be conducted with the Immediate Supervisor and/or Department Head at or near the end of the employees Introductory Period. If, at any time up to the conclusion of the Introductory Period, the employees Immediate Supervisor and/or Department Head determine that the employee lacks the attitude or aptitude, qualifications or capacity to grow, he/she will be terminated. Completion of the Introductory Period does not guarantee continued employment for any specific period of time or otherwise create an employment contract between the employee and the Park District.

Classification, Definitions, And Status

Employee Classification

Full-time Employees

Employees who are designated as full-time by the Director or the Board of Park Commissioners and who have completed their Introductory Period. Full-time employees are generally scheduled to work at least 40 hours per workweek for four consecutive fiscal quarters during a fiscal year beginning May 1 and ending April 30. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods. Seasonal and part-time employees are excluded from the full-time employee classification regardless of the number of hours worked.

Exempt employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on semi-monthly basis.

Non-Exempt employees receive overtime pay or compensatory time in accordance with our overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

Introductory Employees

During the first three months of employment with the Park District (the "Introductory Period"), all employees are classified as Introductory Employees for purposes of orientation, evaluation, and training, if any. Introductory Employees will also include employees who have previously served with the Park District and are beginning a new position.

During their Introductory Period, newly hired employees will be paid for holidays recognized by the Park District that are applicable to their employment classification. They will not be entitled to other time off such as vacation, personal, illness unless approved by the Director or Board of Park Commissioners. Other employee benefits such as insurance will be applicable as required or mandated by the Park District's agreement with the group insurance providers or by Park District policy. Transferred or promoted employees will continue the same benefits, if any, they had previously unless the employee's new position provides for different or no benefits in which case the employee will receive the benefits provided by the new position, if any, at the completion of the Introductory Period.

Part-Time Employees

Employees who are designated as part-time and who have completed their Introductory Period are classified under one of the following two categories depending on work schedule: (Fiscal year begins May 1 and ends April 30)

Classification I: Part-time employees who worked at least 1,000 hours during the previous fiscal year.

Seasonal Employees

Seasonal employees are employed for a specific function or project, part-time or full-time, and for a temporary and limited period of time generally less than three quarters during a fiscal year. A seasonal employee in a non-exempt position is paid by the hour, while a seasonal employee in an exempt position is paid according to the terms of hire for that individual. However, any seasonal employee who may work during three quarters or more of a calendar year shall not be considered a full-time or part-time employee unless so designated in writing by the Director or the Board of Park Commissioners. The Park District does not guarantee that seasonal employees will be rehired in a subsequent season or if rehired, for the same position. Seasonal employees are ineligible to receive benefits.

Definitions/ Employment Status

Director

Director of Parks and Recreation for the Burr Ridge Park District.

Department Heads

Employees who direct and are in charge of a particular department within the Park District's organizational structure. Department heads may include without limitation Superintendent of Finance and Business Services or the Superintendent of Recreation.

Supervisor

Your immediate supervisor and each supervisor at each succeeding level of authority within your department up to and including the Director.

Hiring Procedures

Introduction

The Park District attempts to hire and retain the best available, suitable and qualified individuals for all staff positions determined at its sole discretion. The Park District may need to reorganize departments or reassign responsibilities within a department or position from time to time in order to best serve the public and better utilize its limited resources.

Position Vacancies

The Park District will attempt to utilize in-house communication tools to notify current employees of any position vacancies. The Park District may also recruit applicants for position vacancies from outside of the organization.

Transfer And Promotion

Employees interested in a particular opening should apply, in writing, to the position's supervisor or notify their immediate supervisor. All transfers and advancement will be made on the basis of past performance, ability, attitude, aptitude and other relevant job-related criteria as determined by the Park District in its sole discretion. Whenever, in the sole discretion of the Park District, there are two equally qualified candidates, preference may be given to the Park District employee. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.

Application And Selection Process

Individuals interested in a particular position opening must complete an application for employment. The initial application may consist of a Park District application form, or a letter and/or resume. Applicants, including current employees, are required to furnish information and complete any and all forms deemed necessary, in the Park District's sole discretion, to satisfactorily inform the Park District of an applicant's qualifications and suitability for a position with the Park District. The provision of false, incomplete or misleading information in the employment application or other materials submitted in connection with an application or in response to any questions, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or dismissal of an employee.

The selection process involves an evaluation of the applicant's apparent qualifications for the position sought. This includes, but is not limited to, a review of the application materials, one or more interviews by phone or in person, verification of information obtained from the application or interview, checking of references, testing and/or any other means required to adequately evaluate an applicant's apparent qualifications and suitability to perform properly the necessary and essential functions of the particular position. We attempt to base employment, advancement, and promotion decisions on a person's apparent suitability for the position including, without limitation, his past performance, future potential, and his aptitude and attitude.

The selected applicant may be given a formal, written offer of employment which will include the job title, expected starting date, starting rate of pay and any other details related to the position. The offer of employment will be contingent upon the individual's successful completion of the application and hiring process and criminal background checks applicable to the position. A copy of the offer letter, signed by the applicant's immediate supervisor, will be sent to the Business Office for inclusion in the employee's personnel file. This employment offer does not constitute an offer for an actual or implied employment contract and will not change or modify the at-will employment relationship between employees and the Park District.

Proof Of Right To Work

Within three business days of the date employment begins, Park District employees are required to provide adequate documentation of their eligibility to work in the United States. All new employees will be required to furnish the Park District with proof of citizenship or right to work by completing the Federal Form I-9 and providing appropriate supporting documentation within the first three days of employment.

Proof Of Birth Date

All employees are required to furnish the Park District with certified proof of date of birth at the time of appointment.

Pre-Employment Tests

Introduction

One or more tests may be required of employees hired for certain positions, **including without limitation**, transferred and promoted employees.

Pre-Placement Medical Examination

The Park District requires all full-time employees and other positions deemed appropriate, to successfully complete a medical examination after a position has been offered to the employee, but prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of the Park District. The Park District will also require drug testing for all applicants offered a full-time position with the Park District and other applicants based upon the position offered.

A physician of the Park District's choice and at Park District expense will perform the examination. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to the Park District. Your medical records will be maintained in a separate confidential file. Information contained in your medical file will not be released or disclosed without your written consent, by court order, or except to persons with a lawful right or need to know.

Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.

State Criminal Conviction Background Check

The Park District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning **all** applicants, and shall perform a criminal background check for applicants for **all** positions. Pursuant to statute, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the Park District. Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job.

All information concerning the record of convictions shall be confidential and will only be transmitted to those persons who are necessary to the decision process.

Driver's License Abstract

Although employees are not generally required to have a driver's license as a condition of their employment, any employee who may be expected to drive either his personal vehicle or a Park District vehicle in the course of his normal duties will be required to have a valid driver's license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter, the Park District will request a driver's license abstract review from the Illinois Secretary of State's office. During the course of employment, any change of status of license must be reported immediately to the immediate supervisor.

Orientation

1. Newly hired employees or employees who, because of a transfer, promotion or reclassification, are in a different employment classification or are entitled to different benefits must report to their Supervisor on or before the first day in that position to complete the necessary paperwork.
2. Each employee, including transferred or promoted employees, may be required to complete a job training and orientation session within the first two weeks of their employment in their new position. The orientation process may include training required by both governmental regulations and compliance with the regulations and guidance promulgated by the Park District Risk Management Agency (PDRMA). Employees will be required to sign an Employee Orientation Checklist to confirm that they have received and understand the necessary material.

Employment In More Than One Department

Part-time and/or seasonal employees are usually hired for a specific position in a department. Provided that your primary job with the Park District is not compromised in any manner and you receive written, advance permission from your department head, you may work an additional part-time or seasonal job with the Park District. Permission may be subsequently revoked, however, if the Park District determines in its sole discretion that such additional job adversely interferes with your primary job.

Outside Employment

If you are a full-time employee, and you secure employment outside of your job with the Park District, you must inform the Director. If it appears, in the sole discretion of the Director, that the outside employment presents a possible conflict of interest or interferes with you fulfilling your responsibilities at the Park District, the Director can require you to quit your outside employment. To avoid potential conflicts of interest, you should not accept work from or work for persons or companies with whom the Park District conducts any form of business. In any event, you may not work for another employer during the times that you are scheduled or requested to work for the Park District. Failure to terminate outside employment when so directed by the Director may be cause for disciplinary action, up to and including dismissal.

Performance Evaluations

The Park District has a formal performance appraisal system for full-time and part-time employees to provide a means of attempting to evaluate an employee's performance and progress. The performance appraisal assists the Park District in making personnel decisions related to such matters as promotions, transfers, demotions, terminations and salary adjustments. Performance appraisals become and are an essential part of an employee's personnel records.

Under usual and appropriate circumstances, full-time employees receive a performance review on an established frequency as determined by the Director. The Director receives an annual review by the Board of Park Commissioners. Part-time employees receive an annual review by their immediate Supervisor or on an as needed basis. Both the employee and Supervisor will sign the evaluation appraisal form which becomes a permanent record in the employee's personnel file.

Your immediate supervisor, department head and/or Director generally observe and informally evaluate your performance on a daily basis. They will attempt to notify you of observed work performance.

Personnel Files

A personnel file will be established for each employee. All pertinent employment information and forms, including without limitation, employment application, references, evaluations, commendations, disciplinary actions, and benefit records will be contained in this file. Information contained in your files will not be released or disclosed without your written consent, except to persons with a lawful right or need to know, including without limitation, pursuant to a court order. You may review your personnel file in accordance with applicable law and established Park District procedures. It is to your advantage to see that all of your personnel records are accurate and up-to-date. You are responsible for and must promptly advise the Park District of any changes in:

- Name and/or marital status or civil union
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person(s) to contact in case of emergency
- Change of driver's license status
- Criminal background history

Child Labor Laws: Employment Of Minors

The Park District complies with all Federal and Illinois Child Labor Laws regarding the employment of minors. Employees under age 16 are not permitted to supervise any part of the transportation of camp, field trips, or other Park District sponsored program participants to or from Park District sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participants (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under age of 16 are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.

Search of Lockers, Desks, And Other Park District Property

Employees should understand that while certain Park District property such as desks, lockers, and vehicles are available for their use, they remain the property of the Park District and are subject to inspection, with or without notice. Employees are not permitted to store any wrongfully obtained illegal or prohibited items or substances in or on Park District property or otherwise misuse Park District property. The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas, but may not always be able to do so. Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Alcohol And Drug Abuse

Alcohol and Drug Abuse Policy

PURPOSE

The Burr Ridge Park District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since Park District employees operate, supervise and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the Park District wishes to assure the health and safety of its patrons and employees.

This policy also expresses the Park District's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with these statutes and concerns, the Park District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the Park District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all Park District employees will abide by its terms. As with all policies in this Manual, this policy is subject to periodic addition, modification, or deletion.

ACTS PROHIBITED

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis and alcohol, is prohibited on Park District Property or while acting on behalf of the Park District.

DEFINITIONS

For purposes of this Policy, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 *et seq.*) which provisions are specifically incorporated in this Policy by reference.
3. "Controlled Substance" means a controlled substance in schedules I through V of section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this Policy by reference.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
5. "Director" is the Director of Parks and Recreation of the Burr Ridge Park District.
6. "District Property" means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Park District. District

Property also includes property used by Park District patrons while on Park District sponsored events or field trips or property of others when presence thereon by the Park District employee is related to employment with the Park District.

7. "Drugs" mean Legal Drugs and controlled substances, including cannabis.
8. "Legal Drugs" mean prescription drugs and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
9. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
10. "Policy" means this Alcohol and Drug Abuse Policy of the Burr Ridge Park District.
11. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.
12. "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or is responsible for the administration or enforcement of alcohol/drug policies.
13. "Under the Influence" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, or a layperson's opinion or statement of a witness as to specific symptoms, including slurred speech, impaired dexterity or agility, inappropriate demeanor, or similar symptoms indicative of the likelihood that such individual is under the influence and is impaired in his/her ability to safely perform job responsibilities, including, but not limited to, driving a vehicle or using equipment, or that that such individual is a danger to himself/herself, to other employees, or to participants in Park District programs or activities on District property or while acting on behalf of the District.

The unlawful manufacture distribution, dispensation, possession, or use of a controlled substance, including cannabis and alcohol, is prohibited on Park District Property or while acting on behalf of the Park District. This prohibition shall apply to the administration or possession of cannabis for personal medical use by a qualified patient under the Illinois Medical Cannabis Act on Park District property or while acting on behalf of the Park District.

VOLUNTARY TREATMENT

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Park District's drug and alcohol policy or other rules of conduct. Seeking such assistance will not be a defense for violating the Park District's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the Park District's policies, rules of conduct, and standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with Park District management and undergo appropriate medical treatment. Participation in such treatment will be at the employee's

expense, although some of these expenses may be covered under the employee's group health plan. Please see the Superintendent of Finance for details. Park District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

SCREENING AND TESTING

The Park District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested following a work place accident involving a possible violation of safety rules, during and after an employee's participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing will be conducted by a medical facility selected by the Park District at the Park District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of legal drugs and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge; provided that an individual who tests positive for cannabis and who is a qualified patient under the Illinois Medical Cannabis Act shall not be disciplined for a confirmed positive drug test unless such person is under the influence. "Under the influence" is defined in this Section, and the means of determining whether an individual is under the influence are also set forth in this Section.

Each Park District employee is required to sign a consent form, a copy of which is included with this Policy, at the time this Policy is distributed to the employee. Prospective employees applying for positions that require a commercial driver's license will be required to sign a consent form prior to taking the pre-employment drug screening. Prospective employees for positions that require a pre-employment physical will be required to sign a consent form prior to taking the pre-employment physical.

Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the Park District, in its sole discretion, under the circumstances.

TREATMENT

If the medical facility recommends treatment, the Park District may, depending on the circumstances as determined in the sole discretion of the Park District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Park District and employee.

Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The Park District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is

released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Park District, which may include, but is not limited to, future alcohol and/or drug testing.

USE OF LEGAL DRUGS

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug must report the use of such legal drug to their immediate supervisor if the legal drug may cause drowsiness or if it may alter judgment, perception or reaction time. The burden is on the employee to ascertain from the employee's doctor or pharmacist whether or not the legal drug may have such a potential side effect. The information will be retained by the Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether or not the employee may safely continue to perform the job while using the legal drug. Failure to declare the use of such legal drugs may be cause for discipline up to and including dismissal.

NOTICE OF CONVICTIONS

Any employee who is convicted of violating any federal or state criminal drug statute must notify the Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Director may subject the employee to disciplinary action, up to and including dismissal.

DISCIPLINE/PENALTIES FOR VIOLATION

1. Any employee who reports to work or is found during working hours to be or to have been under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on District property or while acting on behalf of the Park District, is convicted of a drug related crime, causes financial or physical damage to the Park District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of legal drugs in accordance with this Policy, will be disciplined in accordance with the Disciplinary Action Section of the Park District's Personnel Policy Manual. In addition to or in the alternative, depending on the circumstances as determined by the Park District in its sole discretion, the Park District may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the Park District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.
2. In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this Policy and the Manual, the Park District will discipline an employee up to and including dismissal for the following: (1) if the employee refuses to submit to diagnosis, testing or screening upon request of the Park District; (2) if the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing; (3) if the medical facility recommends treatment and the employee refuses to undergo such treatment; (4) if, while

undergoing treatment, the employee fails or refuses to follow the course of treatment; (5) if the employee, during the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (6) if the employee fails to notify the Director of a conviction for violating any federal or state Criminal Drug Statute in accordance with the "Notice of Conviction" section of this policy.

PRE-EMPLOYMENT SCREENING

As a final prerequisite in the Park District's employment selection procedure, persons otherwise offered a full-time position with the Park District will be required to undertake a physical examination which may include a drug and alcohol screening test.

RECORDS

The Park District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a file separate from the regular personnel files. Access will be limited to those who need to know. The Park District will not disclose these records to persons outside the Park District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

NOTE: Please review and execute the Consent to Drug and/or Alcohol Screening or Testing that follows.

CONSENT TO DRUG AND/OR ALCOHOL SCREENING OR TESTING

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, laboratory or medical facility chosen by the Burr Ridge Park District ("Park District") at the Park District's expense. I hereby consent to the physician, clinic, laboratory or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood and other similar substance. I also authorize the physician, clinic, laboratory or medical facility to disclose his, her or its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a Park District official or a designated representative.

I hereby further consent to Park District's contacting my physician or pharmacist to verify my reported use of legal drugs in accordance with the Park District's Alcohol and Drug Abuse Policy and authorize my physician or pharmacist to provide all information requested by the Park District regarding my use of such drugs, including without limitation the possible effects of such use on my performance of my job functions.

I also acknowledge receiving, reading and understanding the Park District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the Park District the use of legal drugs as required by the policy, may result in non-hire or disciplinary action, up to and including termination.

Employee Name: _____
(Print)

Employee Signature: _____

Date: _____

Witness Signature:

MODIFIED DUTY PROGRAM

Modified Duty Program Policy

The Burr Ridge Park District is committed to providing employees with available, reasonable opportunities to maintain career and employment status and benefits. To that end, we have developed a Modified Duty Program for employees who have sustained injuries or illnesses arising out and in the course of their employment with the Park District ("work-related injury"). We feel that a Modified Duty Program is mutually beneficial and may aid in the employee's recovery.

The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible, available and applicable. The feasibility of Modified Duty will be determined in the sole discretion of the Park District. Noncompliance with the Modified Duty Policy may result in a reduction of workers compensation benefits and possible disciplinary action, up to and including dismissal.

For purposes of this policy, the following definitions apply:

1. **"Park District Employee"** means any individual who is employed by the Park District in a valid, authorized position.
2. **"Modified Duty Program"** is a temporary assignment of duties to a worker with an occupational injury or illness whose doctor indicates that the worker may return to work subject to specified restrictions, and has not yet reached a level of maximum recovery enabling the employee to return to regularly assigned duties. Modified duty may only be applicable to those employees who are eligible for temporary total disability benefits under the Illinois Workers' Compensation or Occupational Disease Acts (hereafter "Acts"), or asserting that their injury or illness is compensable under the Acts.
3. **"Occupational Injury or Illness"** means an injury or illness arising out of and in the course of the employee's employment and compensable under the Illinois Workers' Compensation Act or Occupational Disease Act. All claims for workers compensation benefits are subject to initial and continuing investigation.

OBJECTIVES

1. To return occupationally injured employees to work as soon as possible provided there is not a probability of re-injury or aggravation of an injury to themselves, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is otherwise potentially detrimental to the Park District.
2. To minimize financial hardship and emotional stress to the employee who has sustained an occupational injury.
3. To assist employees in returning to work at a level close to their pre-injury earnings and productivity.
4. To retain qualified and experienced Park District employees.
5. To further the Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

BASIC PROGRAM REQUIREMENTS

1. Employees may be assigned to a Modified Duty assignment when temporarily unable to perform the essential functions of their regular position due to occupational injury or illness, provided that the Modified Duty assignment fulfills a job function(s) useful to the Park District and is within limitations set by treating and/or evaluating physicians. Modified Duty assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Park District.

2. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the Park District.

3. The Park District will compensate an employee on modified duty at the employee's regular pay rate if possible. If this is not possible, the employee will be compensated no less than 2/3 of what the employee's average weekly regular wage (excluding overtime) was prior to the accident, injury or illness. Compensation may be made by the Park District and/or the Park District's workers' compensation coverage provider, the Park District Risk Management Agency (PDRMA.)

4. There should be regular communication among the Risk Manager, Business Office, the employee's immediate supervisor, the physician and PDRMA throughout the course of treatment and recovery.

5. **Employee Responsibilities:** Participates in the Modified Duty program as assigned; reports any problems with Modified Duty assignment to immediate supervisor; to promptly notify the immediate supervisor of any and all changes or modifications to the employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to the Business Office promptly when received; if you are asked to complete a task that you cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your immediate supervisor prior to any and all visits so your immediate supervisor can complete the necessary forms and make the necessary arrangements for your absence if you must visit the doctor during your working hours. If your immediate supervisor is unavailable, you must so contact the supervisor at the succeeding level of authority in your department. In order to avoid disruption of Park District operations, you should schedule doctor's appointments during non-work hours. Please note, under the Illinois Workers' Compensation Act (820 ILCS 305/12), the Park District may ask an employee entitled to receive disability payments under the Act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Park District at any time and place reasonably convenient to the employee, for the purpose of determining the nature, extent and probable duration of the injury received by the employee, and for purposes of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Act.

6. An employee who declines a Modified Duty position, which is within the limitations, as determined by the treating or evaluating physician, may be subject to disciplinary action and possible dismissal. The employee may also lose eligibility for workers compensation benefits.

7. Periodic review will be conducted while an employee is on Modified Duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. A review may be conducted at any time.

PROCEDURE

1. The department head is typically responsible for the management of employees on Modified Duty status. He/she may also coordinate Modified Duty assignments with other departments, the Risk Manager, Business Office and PDRMA. Each department is responsible for keeping a list of Modified Duty assignments up-to-date, and for advising the Risk Manager of any changes to their modified duty lists.
2. When an employee is injured, the attending physician will be asked to complete a Physician's Evaluation of Functional Capabilities. This form, sent to the physician by the Business Office, requests a list of the duties the employee is capable of performing and any physical limitations he may have.
3. The Physical Evaluation Form must be returned by the employee to the Business Office, who will contact the employee's immediate supervisor. The immediate supervisor will work with the department head or facility manager in assigning modified duty to the employee, if possible or applicable.
4. In some cases, departments may not have any available Modified Duty tasks. If so, the Risk Manager will be contacted to work with other departments to arrange Modified Duty assignments in their Facility.
5. All Modified Duty Assignments are subject to continuing review of the existing medical restrictions of the employee, and departments will continue to develop and coordinate appropriate duty assignments with the Risk Manager, Business Office and PDRMA, and monitor ongoing medical status and work adjustment.
6. When applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parties involved.
7. Employees will be compensated at the pre-determined rate of pay while performing Modified Duty assignments, including time necessary to report to a physician's office for further review. Time above and beyond that which is necessary for the doctor's visit, including reasonable transportation time, will be charged against the employee's available sick, personal, or other time off. If the employee does not have any available time, he will be compensated for such time only to the extent required by law.

PAYROLL PROCEDURES AND POLICIES

Compensation Program

The Board of Park Commissioners generally reviews the Park District's compensation program annually and any changes made in the compensation program will be established by official action of the Board.

Under usual and appropriate circumstances, full-time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including without limitation, performance. Any adjustments generally will be effective on a schedule pre-determined by the Director. Part-time employees will be considered for salary adjustments based on several factors, including without limitation, performance, on either their anniversary date or on a schedule pre-determined by their department head or the Director. Employees receiving an unsatisfactory performance evaluation may not be eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal.

The department heads may, at any time during the year, recommend an adjustment to an employee's wage, subject to the Director's approval. All salary and wage decisions are the sole discretion of the Park District.

Payroll Periods And Payday

Park District employees are paid on the 15th and the last day of every month. Hourly employees are paid through the 11th and 26th day for each pay period. Salaried employees are paid based on their annual budgeted salary divided by 24 pay periods. If payday is a Park District-recognized holiday or weekend, employees will be paid on the preceding working day. Your paycheck will be delivered to your immediate supervisor, who will attempt to give it to you no later than the end of the workday. Your paycheck may not be given to anyone other than you without your written consent. Please make arrangements with your immediate supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.

Each employee is paid by check. In the event of a lost paycheck, the Business Office must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.

Fair Labor Standards Act: Overtime And Compensatory Time

Introduction

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA).

Definitions

Exempt Employee

An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply.

Non-Exempt Employee

An employee subject to the overtime provisions of the Fair Labor Standards Act.

Workweek

The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

Eligibility

Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. The FLSA does not require any leaves of absence such as vacation leave or sick leave to be considered as hours worked for overtime purposes. For purposes of overtime calculation, “hours worked” shall **not** include any form of leave, or other non-working time, whether paid or unpaid. Exempt employees are not eligible for overtime pay.

Overtime Obligations And Approval

Because of the nature of the Parks and Recreation field and the public services to be rendered, you may be required to work more than your standard hours per workweek. Depending on the Park District work needs, employees may be required to work overtime. Employees are required to work overtime when necessary with prior approval of the employee’s immediate supervisor and any employee’s unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal.

Compensation

The Park District will compensate all non-exempt employees for overtime hours through overtime pay or compensatory time off. The employee may request to be either:

1. Compensated with pay at the rate of 1½ times the regular hourly rate for all hours worked in excess of forty in a single work week; or
2. Compensated through compensatory time off at the rate of 1½ hour for each hour worked in excess of forty hours in a single workweek. The maximum compensatory time that may be accrued by an employee is 240 hours (160 hours of actual overtime hours worked).

Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with your immediate supervisor. Employees shall be permitted to use (compensatory) time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Park District. Your immediate supervisor, based upon whether the grant of such requests results in short staffing or other disruption of District's operations, will generally determine the grant of an employee's request for use of compensatory time. **However, the Park District may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.**

Termination Of Employment

Upon termination of employment, payment for accrued compensatory time will be calculated at the final regular rate received by the employee.

Payroll Deductions

Automatic payroll deductions will be made for you for federal and state income tax purposes, Social Security if applicable, the Nationwide tax-deferred retirement plan, health insurance deductions, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as health insurance, supplemental life insurance, and the Bank at Work program. Please contact the Business Office for information on payroll deductions.

Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include federal and state income taxes, Social Security if applicable, Medicare, and the Nationwide tax-deferred retirement plan. Federal or state law determines these deductions. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments.

Work Schedules

Department work schedules are established by your immediate supervisor, department head, or the Director based on the needs of the Park District. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the Park District and employees are not guaranteed any specific number of hours per day or week. The responsibilities of certain positions may require an employee to be on call on a 24-hour basis. At the Park District's discretion, the Park District may change the work schedules. Any change in work schedules or exchange of work periods among employees may not be made without the prior, written approval of your immediate supervisor. Violation of this policy may result in disciplinary action, up to and including dismissal.

Recording Of Hours Worked

All non-exempt employees are required to maintain an accurate and legible record of the hours worked on their time sheet. These time records, which must be approved by your immediate supervisor, are the basis for your paycheck calculation. Time is computed to the nearest quarter of an hour (15 minutes) per week. All employees who work more than six hours receive an unpaid meal period. You are responsible for your own time records. Violation of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

Exempt employees are not required to record hours worked but are required to record time off due to vacation, sick leave, or personal time on the Monthly Leave form which is approved by the Director and given to the Payroll Department.

Lunch & Rest Periods

Department heads are authorized to establish and arrange lunch periods and reasonable rest periods during each workday that are most consistent with departmental operation. The granting of rest periods is entirely at the discretion of the department head. Rest or break time is compensated as work time.

Employees who work for 7 ½ continuous hours or longer will be given at least a 20 minute meal period beginning no later than 5 hours after the start of the work period. Employees who are asked to work through their lunch hours and who perform job tasks during this time will be compensated for the time worked.

Emergency Closings

On occasion, due to inclement weather, national crisis, or other emergency, the Park District may close for all or part of a normally scheduled workday. Emergency closure may be considered unpaid leave depending on the nature of the position.

TIME OFF BENEFITS

HOLIDAYS

The Park District observes the following holidays:

New Year's Day, Spring Break Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve. Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

Full-time Employees

Full-time exempt employees are entitled to receive the above holidays with pay. If a full-time non-exempt employee is scheduled to work on one of these holidays, the employee will receive compensatory time off or compensation with pay at the rate of 1½ times the regular rate of pay. If you are on an approved vacation leave during which a holiday falls, the holiday will not count as a day of used vacation leave. For example, if you take as vacation leave Monday through Friday and a holiday falls on that particular Friday, you will be considered to have used only four (4) days of vacation.

Part-time Classification I Employees

Part-time Classification I Employees (who have worked 1,000 hours in the previous fiscal year) are entitled to receive the above holidays with pay based on the hours the employee would normally work. If a Part-time Classification I Employee is scheduled to work on a holiday, the regular rate of pay will be given in addition to the holiday pay.

PERSONAL DAYS

Full-time Employees:

Full-time employees who have completed their Introductory Period (first 3 months of employment) are granted three (3) paid personal days per fiscal year. Except for emergencies, personal days must be requested at least fourteen (14) days in advance of the desired date and are subject to the approval of your immediate supervisor based on the needs of the department. Personal days are granted to employees to allow paid time off for personal reasons of any nature, including holidays not recognized by the Park District.

Personal days are not cumulative and must be taken during the year granted or they will be forfeited without compensation. Personal days earned but not yet used will not be paid to an employee upon separation.

Part-time Classification I Employees

Part-time Classification I Employees are entitled to (3) paid personal days per fiscal year, consisting of 8 hours per day, and redeemable in increments of four (4) or eight (8) hours, for a total of 24 hours. Requests for personal days are subject to the approval of an employee's immediate supervisor based on the needs of the Park District. Personal days may be utilized for personal reasons of any nature.

Personal days are not cumulative and must be taken during the fiscal year following the fiscal year in which they are earned or they will be forfeited without compensation. Personal days earned but not yet used will not be paid to an employee upon separation. Personal days may not be applied during any pay period in which the inclusion of such time will qualify the employee for overtime pay during

that pay period. In order to receive personal days, the employee must be “active” during the year in which the personal days are requested. For the purposes of this policy “active” is defined as having worked at least 10 hours during the month preceding the month in which personal days are requested.

One of two methods of calculation will be utilized to determine the employee’s hourly compensation rate, with the higher of the two calculations being utilized. The employee’s gross annual wages will be divided by the total number of hours worked in the fiscal year to determine the wage rate or, if the employee has worked at least 1000 hours at the same hourly rate of pay, that hourly rate will be utilized for personal day payment.

VACATION LEAVE

Eligibility

Full-time employees earn paid vacation leave beginning after six months of continuous employment as outlined below:

Amount of Vacation

The basis for administering the vacation policy is the fiscal year, May 1 through April 30. The number of eligible vacation days is determined by an employee's total fiscal years of service while employed by the Park District on a continuous full-time basis. A vacation day is based on the employee's regular work schedule. The year of hire will count as one fiscal year of service.

First Fiscal Year of Employment

Full-time employees hired between May 1 and October 31 are eligible for five (5) vacation days after six months of continuous employment. The month of hire will count as one full month of employment.

2. Full-time employees hired between November 1 and April 30 will earn vacation days on a pro-rata basis and are eligible to take earned vacation time after six months of continuous employment. The month of hire will count as one full month of employment.

After the First Fiscal Year of Employment

A fiscal year of service will be credited on April 30 to all full-time employees on the active payroll. On May 1, full-time employees will be eligible for vacation days as specified in the schedule below. (To determine your fiscal years of service, subtract your year of hire from the current fiscal year.)

Length of Service	Vacation Days
0 – 6 months	0
6 months – 1 year	1 week
1 – 5 years	2 weeks
6 – 10 years	3 weeks
11 – 20 years	4 weeks
Over 20 years	5 weeks

If you are a new employee, the Director may, with Board approval, give you vacation credit for service years with other Park Districts. In order to qualify, the Director may require you to submit written verification of dates of your employment with prior employers.

Vacation as Sick Leave or Other Leave

Eligible vacation days may be used in lieu of paid sick leave when and if all accrued sick leave has been exhausted. At the discretion of the Park District, vacation days may be required to be used for other types of leave, providing that the benefits associated with those leaves are exhausted.

Scheduling Vacation

The minimum vacation increment is $\frac{1}{2}$ day. Vacation leave must be approved in advance by your immediate supervisor. Your written vacation request should be made at least two weeks prior to the planned leave. Your immediate supervisor will make every effort to comply with your request for vacation time. In all cases, your immediate supervisor will schedule your vacation leave when the Park District can best afford to be without your services. Your immediate supervisor will approve or disapprove the dates requested depending on the workload during the particular time requested. When two or more employees in the same department request the same days off (and it is not possible to let both have it) the department head will decide based on factors such as seniority, timeliness of vacation request, personal situations, and emergencies. Your immediate supervisor may require you to reschedule your vacation if it is determined that your presence is necessary for the efficient or safe operation of the Park District.

Vacation Accumulation

20 % of unused vacation days may be eligible for carry over to the next fiscal year. Accrued vacation days must be used by 4 months into the next fiscal year or will be forfeited without compensation.

Vacation Pay Upon Termination

If your employment is terminated for any reason, you will receive pay for any unused vacation days earned during the fiscal year of your termination. Payment for accrued but unused vacation leave at the time your employment with the Park District is terminated is based upon your regular hourly rate of pay or rate of salary at the time of termination.

Reporting Vacation to Payroll

Vacation leave is to be recorded on the Payroll Time Sheet or the Monthly Leave form by the employee and approved by the immediate supervisor.

If you fail to return to work following the end of an approved vacation leave we may consider you to have voluntarily resigned your position with the Park District effective immediately.

Sick Days

Full-time employees are granted 10 sick days per fiscal year based on their regular work schedule up to a maximum accumulation of 60 days. Sick days may not be used as vacation time. The minimum increment for requesting sick time is ½ day. Employees must record their used sick days on the Monthly Leave form.

Whenever you will be absent or late to work, you or someone for you must notify your immediate supervisor directly, or the supervisor at the succeeding level of authority in your department if you are unable to reach your immediate supervisor, at least 30 minutes before your scheduled starting time. Your immediate supervisor, or the supervisor at the succeeding level of authority in your department if your immediate supervisor cannot be reached, must be contacted each day of absence. If you fail to notify a supervisor, the absence/tardiness may be considered absence without leave, which may result in loss of pay and/or disciplinary action, up to and including dismissal.

If you are away from work for three (3) or more consecutive days because of illness or injury, or if your immediate supervisor becomes aware that you have incurred an illness or injury likely to last more than three (3) consecutive days, your immediate supervisor may require you to provide documentation from your physician or other health care provider confirming your illness or injury, your fitness to return to work, and your ability or inability to perform the essential functions of your position.

Accrued sick days beyond the annual issuance are intended to provide relief to an employee who experiences an extended medical leave situation. As such, an employee may utilize accrued sick days only after the following conditions are met:

1. An employee has utilized all 10 of the sick days allowed in a particular fiscal year.
2. An employee has utilized all 3 of the personal days allowed in a particular fiscal year.
3. A written doctor's authorization is received requiring an employee to be absent from work for the entire time period to be covered by the accrued sick days.

As a benefit to full-time employees, the Park District provides short term and long term disability.

Short Term – Short term disability has a waiting period of 5 working days, payable for 26 weeks (130 working days) at 60% of the weekly salary, but not more than \$750 per week. After the above conditions are met, employees may use their accrued sick days with pay for a maximum of 60 days while on short-term disability to offset the benefit and their income. Sick days will be used by the percentage difference from the disability payment received and the weekly gross income of the

employee. Disability payments to the employee must be given to the Park District through this time period.

Long Term – Long term disability automatically commences when short-term is exhausted and is payable at 60% of the monthly salary, but not more than \$5,000 per month. The maximum benefit period depends on the employee's age at the time the benefit begins. No additional income is provided by the park district during long term disability. (Further information is provided in the Short-term/Long-term Disability Policy).

Upon an employee's separation from the Park District, an employee will not be paid for any accrued or unused sick days.

Bereavement Leave

All full-time employees and part-time classification I employees are allowed up to three (3) working days with pay per fiscal year to attend the funeral of a family member. If necessary, additional leave may be granted by approval of the Director and immediate supervisor. For the purposes of this policy, "family member" is defined as the employee's spouse, child, parent, grandparent, sibling, grandchild, parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law and legal guardians.

Upon returning to work, the employee must record the absence as a Bereavement Leave on the Monthly Leave form or Payroll Time Sheet.

Jury Duty

Full-time and part-time Classification I employees selected for jury duty will be granted time off with pay for the duration of their jury service for a maximum of 10 days. Full-time employees must submit their jury duty income (excluding mileage) to the Park District. Part-time classification I employees on jury duty will receive an amount equal to the difference between the number of hours for which the employee was scheduled to work on those days and their jury duty pay (excluding mileage). In order to receive pay from the Park District, employees eligible for pay must submit a copy of the check received for jury duty to the business office before the Park District will pay the difference.

All other employees will receive jury duty leave without pay from the Park District. All employees must provide written notice, supported with appropriate documentation of jury duty (*e.g.*, the jury duty summons), to their immediate supervisor as promptly as possible, before reporting for jury duty. During jury duty, and as promptly as possible, employees must inform their immediate supervisor as to the expected duration of the jury duty. Following jury duty, all employees must provide the Park District with appropriate documentation evidencing the length of their jury duty.

Absence Without Leave

Absence without leave is any absence from work, including a single day or portion of a day, which has not been granted or approved in accordance with established policy and procedure. In such cases,

pay may be denied and the employee may be subject to disciplinary action, up to and including dismissal.

If you are absent without leave for three consecutive working days, you will be considered to have voluntarily resigned your position. Where your absence is determined excusable on conditions that rendered prior approval impossible, the charge of absence without leave may be changed to vacation leave, sick leave, or leave without pay.

Family And Medical Leave

Introduction

This section briefly summarizes rights and regulations under the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

Eligibility

Any full-time or part-time employee who has worked for the Park District for at least 12 months, and for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

Reasons for Leave

A leave may be taken for the following reasons: (1) birth and care of a newborn child; (2) placement of a son or daughter for adoption or foster care in the employee's home; (3) to care for the employee's parent, spouse or child (but not in-law) with a serious health condition; or (4) to attend the employee's own serious health condition which renders the employee unable to perform the essential functions of the employee's job.

Length of Time

Employees qualifying for leave under the FMLA may take up to a maximum of 12 fiscal weeks of leave over a rolling 12 month period measured retroactively from the last day of leave. Where both a spouses are employed by the Park District, their combined leave under this policy is 12 weeks over the 12 months where the leave involves the birth or adoption of a child or the care of a seriously ill parent.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, child or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Park District's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Park District may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child and may not be taken intermittently or on a reduced work schedule unless the Park District agrees with respect to an individual leave request.

Compensation

You must substitute any accrued paid vacation days, paid personal days, and paid sick days for unpaid leave under this policy, and any such paid time off must be taken at the same time as your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers' compensation will be counted toward your twelve weeks of Family and Medical Leave. If you qualify for both Family and Medical Leave and any other leaves, Family and Medical Leave must be taken first.

Benefit Continuation

While a full-time employee is on FMLA leave, the Park District will maintain the employee's group health insurance coverage under the same conditions that the employee had at the start of FMLA leave for a period not to exceed the FMLA 12-week period. Other benefits, if any, such as vacation, sick leave, or personal days, shall not accrue while an employee is on FMLA leave. Employees on FMLA leave, however, will not forfeit any benefits that accrued prior to the start of FMLA leave by virtue of taking FMLA leave.

Requesting Leave

Requests for FMLA leaves must be made in writing. At least 30 days advance notice for the birth or adoption of a child or for planned medical treatment should be given. In cases of emergency, notice should be given as soon as is practical (usually within one or two business days). A delay in submitting this request may result in a delay of the start of your leave.

1. The request must specify, in detail, the reasons for requesting the leave and the length of time the employee intends to be away.

2. In cases where an employee requests leave for the employee's own serious health condition or to care for a seriously ill family member, the Park District may require medical certification from a health care provider to support the request. Medical certification forms are available from the business office.

3. If the Park District has reason to doubt the employee's initial certification, the Park District may: (a) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (b) require the employee to obtain a second opinion by an independent Park District-designated provider at the Park District's expense. If the initial and second certifications differ, the Park District may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, the Park District may request that the employee provide recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the Park District with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Park District with reasonable notice (*i.e.*, within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives the Park District notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

4. A request for a leave of absence must be approved by the employee's supervisor(s) and the Director.

5. An approved medical leave of absence will be considered FMLA if it qualifies as such under the FMLA regulations promulgated by the U.S. Department of Labor.

6. If an employee's request does not meet the requirements for FMLA leave of absence, the employee may apply for a personal leave of absence.

Return from Leave

Upon returning from FMLA leave, the employee will be reinstated to the employee's original or equivalent position with equivalent pay and benefits. In the case of an employee's own serious health condition, a physician's statement certifying the employee's ability to perform the essential functions of the job is required. However, an employee is entitled to reinstatement only if he would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

Failure to Return to Work Following FMLA Leave

An employee who fails to return to the available position on the first day after the leave of absence has expired will be considered to have voluntarily resigned. However, pursuant to the Park District's Americans With Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA (See Section 1-3). The Park District may recover health insurance premiums that the Park District paid on behalf of the employee during any unpaid FMLA leave unless the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, the Park District may require the employee to provide medical certification of the employee's or the family member's serious health condition.

Victims' Economic Security and Safety Act (VESSA)

Introduction

The VESSA provides employees with up to 12 workweeks of unpaid leave during a 12-month period to address the consequences of domestic violence or sexual violence to themselves or their family or household member who is a victim of domestic violence or sexual violence. An employee may take this leave to seek services for someone who is a victim of domestic or sexual violence if the victim is: 1) the employee; 2) a covered family member (spouse, child, parent); or 3) a household member (who is currently residing with the employee). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests, and the District's Director may request a copy of a police report concerning the act or threat of domestic violence, sexual assault or stalking if there is any question concerning the adverse interests of the employee and the victim. The employee may take leave for a child who is a victim if that child is under the age of eighteen (18) or, if the child is eighteen (18) years or older if the child is mentally or physically disabled and incapable of self-care. Employees shall be restored to the same or an equivalent position upon their return from leave.

Basis of Leave

The Park District will provide up to **twelve (12) weeks of unpaid leave** from work on an intermittent or reduced work schedule basis to an employee who is a victim of domestic or sexual violence (or who has a family or household member who is a victim of domestic or sexual violence) to address domestic or sexual violence if the employee is:

- (A) **seeking medical attention** for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- (B) **obtaining services from a victim services organization** for the employee or the employee's family or household member;
- (C) **obtaining psychological or other counseling** for the employee or the employee's family or household member;
- (D) **participating in safety planning, temporarily or permanently relocating**, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
- (E) **seeking legal assistance or remedies** to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

"Family or household member" means a spouse, parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence.

"Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. "Son or daughter" means a biological, adopted,

or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

Period of Leave

Employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period. (This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act.)

Existing Leave

The employee must use any available paid or unpaid leave (including family, medical, sick, annual, personal, etc.) from employment, in substitution for any period of such leave for an equivalent period of leave.

Notice

The employee shall provide the Park District with **at least 48 hours' advance notice** of the employee's intention to take the leave, unless providing such notice is not practicable.

When an unscheduled absence occurs, the Park District will not take any action against the employee if the employee, **within a reasonable period after the absence** (generally defined herein as 15 days) provides certification as shown under the next section.

If an employee misrepresents the facts in order to be granted a VESSA leave, such employee will be subject to disciplinary action, up to and including dismissal.

Certification

The Park District may require the employee to provide certification to the Park District that:

(A) the employee or the employee's family or household member is a victim of domestic or sexual violence; and

(B) the leave is for one of the purposes enumerated in the above "Basis" paragraph.

The employee shall provide such certification to the Park District within a reasonable period after the Park District requests certification.

An employee may satisfy the above certification requirement by providing to the Park District a **signed and dated statement** of the employee, and upon obtaining such documents the employee shall provide:

(A) **documentation** from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;

(B) a **police or court record**; or

(C) other corroborating evidence.

If the District does not receive adequate certification within a reasonable time period after leave is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences may instead be processed under other applicable leave policies and the employee will be held accountable for time taken under the District's attendance requirements.

Intermittent and Reduced Schedule Leave

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

Confidentiality

All information provided to the Park District, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be **retained in the strictest confidence by the Park District**, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable Federal or State law.

Restoration to Position

In general, an employee who takes leave under this policy shall be entitled, on return from such leave:

- (i) to be restored by the Park District to the position of employment held by the employee when the leave commenced; or
- (ii) to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken the leave. The employee must return to work immediately after the expiration of the approved VESSA leave in order to be reinstated to the same position or an equivalent position.

If the employee takes leave because of the employee's own medical or psychological condition, the employee is required to provide medical certification that the employee is fit to resume work, according to the District's usual policies.

Loss of Benefits

The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, the employee is not entitled to:

- the accrual of any seniority or employment benefits during any period of unpaid leave; or

- any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

Reporting to the Park District

The Park District may require an employee on leave under this policy to **report periodically to the Park District** on the status and intention of the employee to return to work.

Maintenance of Health Benefits

Except as provided under “Loss of Benefits,” during any period that an employee takes leave under this policy, the Park District shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

Failure to Return From Leave

The Park District may recover the premium that the Park District paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this policy if:

- (i) the employee **fails to return** from leave under this policy after the period of leave to which the employee is entitled has expired; and
- (ii) the employee **fails to return** to work for a reason other than:
 - (I) the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave; or
 - (II) other circumstances beyond the control of the employee.

Nondiscrimination

The Park District will not fail to hire, refuse to hire, discharge, or harass any individual exercising their rights under this policy or otherwise discriminate against any individual exercising their rights under this policy with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising their rights under this policy.

If the employee believes he or she has been denied VESSA rights, or if the employee believes he or she has been treated unfavorably for having exercised any VESSA rights, the employee should immediately report such action to the Director. The Director or a designee will investigate the employee's concerns and take corrective action if it determines that any of its elected or appointed officials or employees has violated the District's VESSA policy.

Reasonable Accommodation in the Workplace

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

Personal Leave Of Absence

Eligible full-time and part-time classification I employees may be granted personal leave of absence for a period not to exceed 90 consecutive calendar days within any 24 consecutive month period. This is an unpaid leave except in the case of a full-time employee who may elect to use accrued benefit time during the leave, such as sick time, personal time, vacation time or compensatory time. Normally, a personal leave of absence will not be granted during the first year of employment.

1. All requests for personal leaves should be made in writing and must be approved by the employee's supervisor(s) and the Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which the leave is requested; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (*i.e.*, the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District in its sole discretion. Each request will be reviewed on a case-by-case basis.

2. You must provide a written application for a personal leave of absence to your immediate supervisor at least one month in advance of the date you would like the leave to begin. If you request an extension while on FMLA leave period, the request must be made at least two (2) weeks prior to the end of the original leave. The application must specify the reasons for the extended leave and the length of time the employee intends to be away.

3. Additional leave time may be granted, provided that it does not extend the total leave beyond one year, including leave granted under the FMLA, if any. Requests for additional leave time must be made in writing at least two weeks prior to the expiration of the initial leave period, and must specify the reason(s) for the request and the amount of additional time sought. This request must be approved by the Director.

4. While a full-time employee is on an approved personal leave, the employee will be eligible to continue the group health insurance coverage in existence for that employee at the start of the leave under the Park District's group plan for the duration of the leave provided that the employee pays 100% of the premium contribution. Other employment benefits, if any, such as vacation, sick leave, or personal days, shall not accrue during a personal leave of absence. Employees on a personal leave, however, will not forfeit any benefits that accrued prior to the start of the leave.

5. Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave, and the normal appraisal date will be extended by the length of the leave.

6. In the case of an employee's own illness or injury, a physician's statement certifying the employee's ability to perform the essential functions of his job is required by the Park District before an employee may be permitted to return to work.

7. Although the Park District will attempt to reinstate the employee at the conclusion of the personal leave period to the same or similar position to the one vacated, conditions may arise which necessitate the filling of the vacated position. Accordingly, **reinstatement after a personal leave of absence is not guaranteed by the Park District.**

8. Any employee who fails to return to an available position on the first scheduled working day after the leave of absence has expired will be considered to have resigned from the Park District. However, pursuant to the Park District's Americans With Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA.

School Visitation Rights Act

If you have worked for the Park District at least six (6) months for an average of at least twenty (20) hours per week, you may be eligible to take up to eight (8) hours of unpaid school visitation leave per school year to attend school conferences or classroom activities related to your child(ren) if the conference or classroom activities cannot be scheduled during non-work hours. For purposes of this policy, “school” means any public or private primary or secondary school or educational facility located in Illinois or a state that shares a common boundary with Illinois.

No more than four hours of leave may be taken in any one day. Leave will not be granted until the employee has used all available vacation leave, personal days and floating holidays.

Before arranging attendance at the school conference or activity, you must provide the Park District with a written request for leave at least seven (7) days in advance of the requested time off. In an emergency situation, you may give twenty-four (24) hours notice. In addition, you must consult with your immediate supervisor to schedule the leave so as not to disrupt operations unduly.

School visitation leave shall be unpaid. You may choose, however, to make up the time taken for school visitation leave on a different day or shift if such arrangement may reasonably be provided by the Park District. If you choose not to make up the time taken, or an arrangement to make up such time cannot be made, you will not be compensated for the leave taken.

Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted a leave of absence for military service, training or related obligations in accordance with applicable law.

Full-time employees may take leave without pay to participate in mandatory military training and duty in the United States Armed Forces for the actual duration of such training and duty. Employees on military leave may substitute their accrued paid leave for unpaid leave.

You must provide the Park District with at least thirty (30) days advance written notice prior to the start of leave for military service except in cases of national emergency. Such notice must include, without limitation, a copy of your orders. Upon return to the Park District from your military training, you must submit a statement signed by an appropriate military official indicating the time you spent in military training and/or service.

Pursuant to the Local Government Employees Benefits Continuation Act (50 ILCS 140/2), if you are a member of the National Guard or of the United States Armed Services Reserve, you may be entitled to leave with pay when called into service by the President of the United States as provided by law. Under this Act, and if eligible, your salary continuation shall include health insurance and any other benefits you were receiving at the time you are called up. Your salary will be offset by your military pay.

You are also eligible for leave with pay, for not more than ten (10) working days, to take part in annual encampments or training cruises. You will receive the difference between your regular salary and your base military pay. Employees should retain their military pay vouchers. Upon your return, you must furnish official proof of pay during your tour of duty in order to receive pay from the Park District.

Employees inducted into the Armed Services of the United States under the Military Selective Service Act (or under any prior or subsequent corresponding law) for training and service shall receive military leave and reemployment benefits in accordance with applicable law. Employees who enlist in the Armed Services of the United States shall also receive military leave and reemployment benefits in accordance with applicable law.

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his health coverage for up to 18 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

[NOTE: Employees and/or dependents who elect to continue their coverage may not be required to pay more than 102% of the full premium for the coverage elected. The premium is to be calculated in the same manner as that required by COBRA.]

EMPLOYEE BENEFITS

Employee Benefits Disclaimer

The Park District has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Manual contains a very general description of the benefits to which you may be entitled as an employee of the Park District. Please understand that this general explanation is not intended to, **and does not**, provide you with all the details of these benefits. Therefore, this Manual does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Business Offices. To the extent that any of the information contained in this Manual is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Park District and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the Park District reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that maybe extended to retirees and their dependents. Further, the Park District reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Benefits under the plans described herein will be paid only if the plan administrator decides in his/her discretion that the applicant is entitled to them.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the Business Office. If you lost or misplaced those descriptions, please contact the Business Office for another copy.

Insurance Plans

Introduction

Eligible employees may enroll in certain group insurance plans based on their employment classification by timely completion of the required enrollment forms. The employee's portion, if any, of any required premium payment may be made through payroll deduction.

Group plans are subject to the rules and regulations of the insurance providers and the Park District. Except where prohibited by law, the Park District reserves the right to change, modify, cancel or discontinue any group insurance plans or change the amount of the required employee premium, if any, at any time with or without notice. Employees' insurance under the plan(s) will terminate immediately if the group policies are cancelled or if the employee fails to make any required premium payment.

Newly hired employees do not have to complete their Introductory Period before being eligible to participate in the plan; they are eligible to participate on their first day of employment provided that they meet all plan requirements.

Full-time Employee Insurance Plans

The following group insurance plans are limited to full-time employees and their dependents (as defined by the insurance providers).

Medical, Dental, Vision and Prescription

Group medical, hospitalization, dental, vision and prescription insurance are available to all eligible full-time employees. This insurance is currently provided at no cost to the employee. A summary plan description is available from the Business Office.

Life and AD&D Insurance

The Park District provides all eligible full-time employees with basic life and accidental death and dismemberment (AD&D) insurance based on the employee's annual base salary. This insurance is currently provided at no cost to the employee. A summary plan description is available from the Business Office.

Supplemental Life Insurance

The Park District offers supplemental life and AD&D policies to eligible full-time employees and their dependents. The entire premium must be paid by the employee. Payment may be made through payroll deduction. Details on these plans are available from the Business Office.

The Business Office will assist you in making the necessary arrangements for enrollment in any of the above plans. A complete description of the plans is provided to each employee in the form of a Summary Plan Description and appropriate supplements. Each eligible employee is responsible for advising his or her supervisor in the event of any change of dependents, births, marriage, divorce or other family changes affecting his or her participation in the insurance program.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides employees and their covered dependents the option to extend group health insurance coverage at the sole cost to the employee in the event the insurance terminates due to separation of employment, reduction of hours,

death, divorce or legal separation, disability, or Medicare entitlement. Please contact the Superintendent of Finance and Business Services for detailed information on COBRA.

Self-insurance Reserves for Deductible

The Park District self-insures the difference between \$100 and the current maximum family deductible of \$1,500 per fiscal year to a maximum of \$1,400 per full-time employee. Further descriptions of submitting proof of qualified expenditures for reimbursement are available in the business office.

Disability Insurance

The Park District provides short and long term disability insurance with survivor benefits to all eligible full-time employees. All premiums are paid for by the Park District. Information on maximum benefits and payment periods are available in the Business Office.

Deferred Compensation Plan

During July 2012, the Park District began participating by referendum vote in the Social Security System for those employees whose position requires them to work 20 hours or more per week annually. For all those employees who voted not to participate and all other employees who work less than 20 hours per week annually, the District mandates participation in a defined contribution retirement plan based on the Omnibus Budget Reconciliation Act of 1990. Prior to July 2012, in lieu of participating in the Social Security System, all employees participated in the defined contribution retirement plan. All newly hired full-time employees or newly hired employees whose position requires them to work 20 hours or more per week annually are mandated to participate in the Social Security System.

For part-time employees who are not in the Social Security System, the District contributes an amount equal to 1.3% of the employee's compensation and the employees are required to contribute 6.2%, for a total contribution of 7.5%.

For full-time employees who are not in the Social Security System, the District pays the employees an amount equal to 18% of the employees' contribution, with a minimum 7.5% employee contribution to the plan.

For full-time employees in the Social Security System, the District pays the employees an amount equal to 15% of the employees' compensation.

All employees may additionally contribute up to a maximum contribution as dictated by Nationwide Retirement Solutions. All contributions are fully vested immediately.

Medicare

As required by law, a fixed percentage of your earnings is deducted from each paycheck and deposited with the Social Security Administration for Medicare benefits. In addition, the Park District contributes an equal amount to the Social Security Administration for Medicare benefits. Per law, employees employed with the Park District prior to 1986 have the right to waive the matching contribution. Detailed information on Medicare benefits is available from your local Social Security Administration office.

Unemployment Compensation

As a Park District employee, you are provided with Unemployment Compensation coverage in accordance with Illinois law. This coverage is provided at no cost to you. Should you become unemployed, you may be entitled to receive unemployment benefits provided you meet certain eligibility requirements. Additional information can be obtained from your local Unemployment Insurance office.

Indemnification And Liability Insurance

The Park District is required by state statute (70 ILCS 1205/8-20) to indemnify and protect employees against civil rights, damage claims and suits, constitutional rights damage claims and suits, death and bodily injury damage claims and suits, and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of employment, or under the direction, of the board. Such indemnification and protection shall extend to employees of the Park District at the time of the incident from which a claim arises. However, the Park District is statutorily prohibited from indemnifying employees for “punitive” damages.

You may be covered by the Park District's liability insurance to defend any civil action that may be brought against you or the Park District, its agents, or any other employee for damages arising out of the lawful performance of your duties.

Employee Assistance Program

The Park District realizes that personal and work-related problems can affect an employee's job performance, health, family and emotions. To help with these pressures, the Park District has contracted with an independent firm to provide Employee Assistance Program (EAP) services on a confidential basis. The services are available to all full-time employees. Please contact the Superintendent of Finance if you would like further information on the EAP.

Worker's Compensation

As a Park District employee, you are covered under the Illinois Workers' Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of and occurring in the course of your employment with the Park District. Non-job-related illnesses or injuries, or illnesses or injuries not related to the performance of your assigned duties are **not** covered under the Act. If you have any questions regarding workers' compensation, please see the Superintendent of Finance and Business Services, the Risk Manager, or contact the Park District's Workers' Compensation Coverage provider, PDRMA at **630-769-0332**.

All employees must adhere to the following conditions.

1. Any work-related injury or illness (**even if the employee is uncertain if the injury or illness is work-related, but suspects it might be work-related**) must immediately be reported directly to the employee's immediate supervisor or department head if the immediate supervisor cannot be reached directly.

Note | **Failure to immediately report an injury or illness may jeopardize the employee's eligibility for workers' compensation benefits.**

2. Upon notification, the Park District shall instruct the employee to report to a designated hospital or physician for an examination or treatment. In the case of an emergency, the employee should go to the nearest hospital emergency room for treatment and then utilize the Park District's Physician Network Referral Service if additional treatment is necessary.

3. All medical evaluations by any licensed physician must be submitted to the Superintendent of Finance and Business Services for the duration of your period of leave.

4. The Park District reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the Park District's expense and the physician will submit the results to the Park District. The employee is entitled to a copy of this report.

5. The Park District may assign an injured employee to a modified duty assignment in accordance with the Park District's Modified Duty Program.

6. No employee shall be allowed to return to work without a statement from a physician approving the employee's return to work without restrictions, or with restrictions acceptable to the Park District.

7. The Park District reserves the right to re-assign the employee to another position at the same pay and benefits the employee received at the time of the injury.

8. When an employee has been released by a licensed physician to return to work on a modified duty basis, the employee may periodically be requested to return for medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay **only** for the period of time necessary for the visit, including reasonable transportation time. The Park District reserves the right to verify the time of the visit. Time taken over and above that that is necessary will be charged to the employee's available sick, personal or other time off. If the employee does not have any available time, the employee will be compensated only to the extent required by law.

Education, Training, And Professional Participation

All employees are required to attend orientation meetings, staff meetings, and in-service training sessions that are designed to improve the overall job performance, communication and efficiency of the Park District.

In the best interest of the Park District, employees may attend professional conferences and seminars and belong to professional associations as budgeted and approved by the Director. Such activities should further the insight of staff into better ways to operate and provide recreational activities to the public.

You are encouraged to discuss advancement and professional development opportunities with your immediate supervisor. When possible, authorization may be given for attendance at conferences, seminars, workshops, conventions and technical meetings and participation in professional organizations that are related to your position within the Park District.

Attendance at conferences, seminars, workshops, conventions and technical meetings and participation in professional organizations must be approved in advance. You should check with your immediate supervisor for applicable policies, procedures and approvals.

Conference Attendance

Attendance at and participation in professional seminars, conferences, conventions, workshops and technical meetings is considered part of the administrative and supervisory staff's normal duties. Conference attendance expenses are paid for full-time employees up to the budgeted amount allowed for Continuing Education. Key part-time employees are encouraged to attend professional seminars, conferences, conventions, workshops and technical meetings in accordance with their job description. Conference attendance expenses may be paid for if budgeted for the current year.

Education

At the discretion of the Park District, you may be given the opportunity to take educational courses related to your position within the Park District. Interested employees should consult with their immediate supervisor. Park District resources are limited and the employee's immediate supervisor and the Director will evaluate individual requests. Please see page 59 for details on tuition reimbursement.

Professional Organizations

Employees are encouraged to join and participate in professional associations that promote Park District goals, individual skill development, professional recognition, or relate to your job responsibilities. However, employee participation in such associations must not conflict with the Park District's interests. Depending upon the benefits derived from membership by the Park District and the budgetary capabilities, the Park District may pay all or part of the membership fees.

Participation in association activities during normal working hours must be approved in advance by the employee's immediate supervisor, and approval is contingent upon the employee's ability to meet his work responsibilities.

Tuition Reimbursement

Full-time employees that have worked for the Park District at least one (1) year, may be eligible to participate in the Park District's tuition reimbursement program. All courses must be approved by the Director of Parks and Recreation.

The Park District will reimburse the employee for tuition and textbooks for certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in his or her current job.

Upon completion of the course with a grade of "C" or better, the employee will submit the tuition bill and textbook receipt for reimbursement to the extent of the budgeted amount in the Continuing Education line item.

Employees other than retirees must be employed for 90 days after the course completion or must return the reimbursement to the Park District. If an employee resigns or is terminated for cause before receiving a grade, the employee will not be reimbursed for tuition expenses.

Expense Reimbursement

The Park District may reimburse employees for necessary and reasonable expenses incurred while on authorized Park District business. In order to qualify for reimbursement, you must request prior written approval from your immediate supervisor for expenses and provide proof of the expenses incurred on official Park District business (*e.g.*, submission of an approved reimbursement form and other appropriate documentation such as receipts as required by the Park District). Check with your supervisor for specific policies and procedures prior to incurring any expenses.

PARK DISTRICT PROPERTY AND FACILITIES

Use Of Recreational Facilities/Programs

Qualifications

Park Commissioners and full-time staff are eligible for the following discounts. Part-time staff working a minimum of 30 hours per programming season are eligible to receive discounts during their programming season of employment. Part-time staff working a minimum of 250 hours annually are eligible for discounted services at any point during their specific year of employment. Employees not fulfilling eligibility requirements will pay resident rates for all services with the exception of Woods Pool Membership. Calculations will be made in accordance with employee's individual anniversary date. All eligible employees and family members must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations and waivers.

Security Deposits

Though no security deposits are required for employee usage of equipment and facilities, the employee will be responsible to pay for any damages incurred.

Programs

Non-contractual, In-house Programs – 50% discount on resident user fees.

Contractual Programs – Employee pays for actual cost assessed by the contractor.

Facility/Park Rentals

Individual employee usage will require payment at the specified current Group 1 rate. Upon approval of the Director, an employee may be allowed to serve as building supervisor for that usage depending on the nature of the usage and the training of the employee, thus avoiding supervisor fees.

Woods Pool

Rentals - Eligible employees will be allowed to rent Woods Pool at resident rates, regardless of their residence.

Memberships, Day Passes & Swim Lessons – 50% discount on resident user fees.

Procedures

You should contact your respective department head regarding the use of Park District programs and facilities.

All discounts given to an employee in accordance with this section shall expire immediately upon termination of employment with the Park District. All such discounts cannot be transferred or given to persons other than the employee. Unauthorized usage may result in revocation of all discount privileges and disciplinary action, up to and including dismissal.

Use Of Park District Property And Equipment

The protection of the Park District's business information, property and all other Park District assets are vital to the interests and success of the Park District. Except in the ordinary course of performing duties for the Park District, or otherwise permitted, no Park District property may be removed from the Park District's premises. When an employee leaves the Park District, the employee must return to

the Park District all related Park District information and property that the employee has in his possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and may result in appropriate disciplinary action, up to and including discharge.

Unauthorized usage of agency property or equipment for personal use by employees is prohibited. If an employee is interested in limited use of Park District equipment or property, they may submit their request to the Director of Parks and Recreation. If authorization is granted, the employee must sign the District's Waiver and Release of Liability, Indemnification Agreement. When applicable, employees will receive safety training and instruction relative to the particular piece of equipment or facility being utilized. Authorized usage of agency property or equipment is defined is either:

1. Usage occurring within the regular service schedule or operations of the Park District.
2. Limited usage for personal reasons which have been approved by the Director and are accompanied by a signed waiver.
3. Personal usage which has been arranged through public rental or usage agreements which have been approved by the Board of Commissioners.

For the purpose of this section, Park District property is defined as buildings, vehicles, facilities, grounds, tools, implements, building materials, electronic equipment, recreation and rental equipment and all other property owned, leased or in the possession of the Park District. Because safety and liability is of chief concern, it is expected that Park District property that is assigned, or authorized or permitted to be used will be operated in a fashion consistent with the Park District's established safety rules and regulations. The employee will be responsible for the full cost of repair or replacement of Park District property, in the sole discretion of the Park District that is damaged or lost while it is in the employee's care and custody.

Loss, damages or theft of Park District property should be reported at once. Negligence in the care and use of Park District property may be considered grounds for discipline, up to and including termination.

The Park District's equipment, such as telephones, postage, facsimile and copier machines, is intended for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Park District should be reported immediately to your immediate supervisor or Business Office so that reimbursement can be made.

NOTE: Any employee who wishes to use Park District property for personal use must execute the Permit for Personal Use of Agency Property, Burr Ridge Park District, *Waiver & Release of Liability, Indemnification Agreement* that follows.

**Permit for
Personal Use of Agency Property
Burr Ridge Park District**

Waiver & Release of Liability, Indemnification Agreement

In consideration of the Burr Ridge Park District permitting the below named individual to use for personal use and benefit the Burr Ridge Park District property, (hereinafter collectively referred to as "property"), I agree to waive and relinquish any and all claims for damages, losses and/or personal injuries that I or my minor child/ward may have and arising out of the use of the property, and any and all activities connected with, or in any way associated with the use of the property against the District and its officers, agents and employees (hereinafter collectively referred to as "District").

I do hereby fully release and discharge the District from any and all claims from injuries, damage or loss which I or my minor child/ward may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the use of the property.

I agree to indemnify, hold harmless and defend the District (including reimbursement of reasonable attorney fees) arising from or in connection with my or my minor child's/ward's use of the property.

I further agree to permit the District to withhold from my paycheck, any and all sums owed as a result of lost or damage to the property, unless otherwise agreed.

[Property User's Name]

[Date]

Property permitted for use:

Safety Instructions Received?

Use Of Park District Computer Systems

It is the policy of the Park District that the use of its computers and software is limited solely to appropriate business use. Except as otherwise provided below, employees are not allowed to use the computer system for their personal benefit. Employees are strictly forbidden from installing software on the system. Further, this policy reaffirms that the Park District's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not the employees have private access or an entry code into the computer system. The Park District reserves the right to monitor the use of its computer system.

Subject to approval from the employee's department head, an employee's occasional use of Park District computer facilities for personal use and outside projects may be acceptable. The use of the system for such personal efforts must occur outside of the employee's working time. The Park District is not responsible for any personal files or outside project files that may be purged or lost.

E-Mail Policy

Every Park District employee is responsible for using the electronic mail (E-mail) system properly and in accordance with this policy. Any questions about this policy should be addressed to the Business Office.

The E-mail system is the property of the Park District. It has been provided by the Park District for use in conducting Park District business. All communications and information transmitted by, received from, or stored in this system are Park District records and property of the Park District. The E-mail system should be used for Park District purposes only. Use of the E-mail system for personal purposes may be approved under the discretion of the Director. Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Park District E-mail system.

The Park District, in its discretion as owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the E-mail system, for *any* reason and without the permission of any employee.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the Park District from the Park District E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish the Park District's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Park District as E-mail files may need to be accessed by the Park District in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages are stored on a central back-up system in the normal course of data management.

Even though the Park District has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient.

Employees are not authorized to retrieve or read any E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the Director.

The Park District's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The Park District's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from Park District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the employee's department head or Director.

Users should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Park District letterhead.

Any employee who discovers misuse of the E-mail system should immediately contact his department head, or Director.

Violations of the Park District's E-mail policy will result in disciplinary action, up to and including discharge.

As with any policy, the Park District reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign an E-mail and Internet Policy Acknowledgment Form as a condition of employment.

Note: Please review and execute the E-Mail and Internet Policy Acknowledgement Form that follows on page 66.

E-MAIL AND INTERNET POLICY ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of Burr Ridge Park District's E-Mail and Internet Policy. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Director.

I understand that my use of the Park District's E-mail system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the Park District, (2) the system should be used only for business purposes and not for personal purposes, and (3) I have no expectation of privacy in connection with the use of the E-mail system or the Internet or with the transmission, receipt, or storage of information in that system.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Park District's monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all Emails entering, leaving, or stored in the system.

Date: _____

Signature: _____

Print Name: _____

Internet Use Policy

Although the Park District recognizes that the Internet may have useful applications to the Park District's business, employees may not engage in Internet use without prior written approval from the employee's department head or Director, and unless a specific business purpose requires such use. Absent such approval, employees may not access the Internet using the Park District's computer systems, at any time or for any reason. "Surfing the Net" is not a legitimate business activity.

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices. Absent prior approval from the Park District to act as an official representative of the Park District, employees posting information must include a disclaimer in that information stating:

"Views expressed by the author do not necessarily represent those of the Burr Ridge Park District."

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, E-mail can provide excellent means of communicating with other employees, our patrons, outside vendors, and other business. Use of the Internet, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability. Your use of the Internet is governed by this policy and the E-mail Policy.

Disclaimer of Liability for Use of Internet

The Park District is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contain millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive conduct. Users accessing the Internet do so at their own risk.

Duty Not to Waste Computer Resources

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

Monitoring Computer Usage

The Park District has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

Blocking of Inappropriate Content

The Park District may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Park District networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to Park District blocking software.

Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law, or violative of the Park District's equal employment opportunity policy and its policies against sexual or other harassment, may not be downloaded from the Internet or displayed or stored in the Park District's computers. Employees encountering or receiving this kind of material should immediately report the incident to their immediate supervisors or the Business Office. The Park District's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

Games and Entertainment Software

Employees may not use the Park District's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Illegal Copying

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of your department head or Director.

Virus Detection

Files obtained from sources outside the Park District, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Park District's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Park District sources,

without first scanning the material with Park District-approved virus checking software. If you suspect that a virus has been introduced into the Park District's network, notify the Business Office immediately.

Sending Unsolicited E-Mail (Spamming)

Without the express permission of their immediate supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

Amendment and Revisions

As with all Park District policies, this policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the Park District's computer system constitutes consent by the user to all of the terms and conditions of this policy.

Tape Recording Policy

It is a violation of Park District policy to record conversations with a tape recorder or other recording device unless prior approval is received from your department head or *all* parties to the conversation give their consent.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

Voice Mail Policy

Every Park District employee is responsible for using the Voice Mail system properly and in accordance with this policy. Any questions about this policy should be addressed to the Business Office.

The Voice Mail system is the property of the Park District. It has been provided by the Park District for use in conducting Park District business. All communications and information transmitted by, received from, or stored in this system are Park District records and property of the Park District. The Voice Mail system is to be used for Park District purposes only. Use of the Voice Mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the Park District Voice Mail system.

The Park District, in its discretion as owner of the Voice Mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the Voice Mail system, for *any* reason without the permission of any employee and without notice.

Even if employees use a password to access the Voice Mail system, the confidentiality of any message stored in, created, received, or sent from the Park District Voice Mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish the Park District's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the Park District as Voice Mail messages may need to be accessed by the Park District in an employee's absence.

Even though the Park District reserves the right to retrieve and read any Voice Mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any Voice Mail messages that are not sent to them. Any exception to this policy must receive the prior approval of Park District management.

The Park District's policies against sexual or other harassment apply fully to the Voice Mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no Voice Mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, sexual orientation, age, national origin, marital status, civil union or family status, military status, physical or mental disability unrelated to an individual's ability to perform the essential functions of the job, or any other characteristic protected by state or federal law.

The Voice Mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Users should routinely delete outdated or otherwise unnecessary Voice Mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Because of the storage space required for Voice Mail messages, employees should not send a Voice Mail message to a large number of recipients without prior approval from their supervisor.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice Mails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create Voice Mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Park District letterhead.

Employees should also use professional and courteous greetings on their Voice Mail boxes so as to properly represent the Park District to outside callers.

In order to avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to Voice Mail messages while using the speakerphone feature.

Any employee who discovers misuse of the Voice Mail system should immediately contact the Business Office. Violations of the Park District's Voice Mail policy will result in disciplinary action, up to and including discharge.

As with any policy, the Park District reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign a Voice Mail Policy Acknowledgement Form as a condition of employment.

VOICE MAIL POLICY ACKNOWLEDGMENT FORM

I acknowledge that I have received a copy of the Burr Ridge Park District's Voice Mail Policy. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the Business Office.

I understand that my use of the Park District's Voice Mail System constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that (1) the Voice Mail system and all information transmitted by, received from, or stored in that system are the property of the Park District, (2) the system is to be used only for business purposes and not for personal purposes, and (3) I have no expectation of privacy in connection with the use of the Voice Mail system or with the transmission, receipt, or storage of information in that system.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Park District monitoring my use of the Voice Mail system at any time at its discretion, including listening to all Voice Mail entering, leaving, or stored in the system.

Date: _____

Signature: _____

Print Name: _____

Travel And Vehicle Use

You must obtain the prior written approval of your immediate supervisor in order to operate a motor vehicle, whether owned by the Park District or your own personal vehicle, on Park District business. The following general rules apply to the use of motor vehicles on Park District business. Please see your immediate supervisor for further details.

Applicable to All Vehicles Operated on Park District Business

1. Use of any vehicle for Park District business must be authorized by your immediate supervisor.
2. Employees operating any vehicle for Park District business must have a valid driver's license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. You must notify your immediate supervisor if the status of your driver's license changes.
3. Employees are required to obey all traffic regulations. This includes without limitation the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on.
4. All accidents must be immediately reported to your immediate supervisor. A copy of the police report must also be included.
5. No employee may be under the influence of alcohol, illegal substances or legal drugs while operating any vehicle for Park District business. "Under the influence" is defined in the section of this policy entitled "Alcohol and Drug Abuse", and the means of determining whether an individual is under the influence are also set forth therein.
6. Notwithstanding any other provision of this policy to the contrary, Electronic Personal Assistance Mobility Devices (EPAMDs) and Other Power-Driven Mobility Devices, as defined in the Illinois Vehicle Code, may be used by employees of the Park District as a reasonable accommodation in accordance with the Illinois Vehicle Code and the District's "Mobility Device Use Policy", as adopted by the District's Board of Commissioners.

Park District-Owned Vehicles

In addition to the regulations listed above, the following apply to any employee who has been granted authorization by the Director to operate a Park District vehicle.

1. Employees operating Park District vehicles must be 18 years or older.
2. Park District vehicles will not be used to transport Park District patrons unless the vehicle and employee are authorized to do so or in case of emergency.
3. Employees are responsible for the care and conservation of Park District vehicles, and must promptly report any accident, breakdown or malfunction of any unit so that necessary repairs may be made.
4. The Park District has the right to search any Park District vehicle at any time, with or without notice. Therefore, employees have no reasonable expectation of privacy with respect to Park District vehicles.
5. No employee may be under the influence of alcohol, illegal substances or legal drugs while operating

any Park District-owned vehicle at any time, irrespective of whether the use is for personal or Park District business. “Under the influence” is defined in the section of this policy entitled “Alcohol and Drug Abuse”, and the means of determining whether an individual is under the influence are also set forth therein.

6. All employees who operate a park district-owned vehicle will undergo additional training as outlined in the Park District’s Transportation Risk Management Manual.

Personal Vehicles

In addition to the general regulations listed above, the following apply to any employee who operates his personal vehicle for Park District business.

1. Employees using their personal vehicle for Park District business are required to carry liability insurance on their vehicle in accordance with applicable law and may be asked to provide proof of this insurance. The Park District's liability insurance is secondary to the employee's own coverage.
2. Using your personal vehicle to transport participants in any Park District programs is prohibited unless in the case of extreme emergency and authorized by the Director.
3. Reimbursement for authorized use of personal vehicles will be predetermined by a monthly car allowance or at the standard mileage rate established by the IRS and will be considered payment for the use of the vehicle, insurance and all other transportation costs.

In order to qualify for reimbursement, you must secure prior written approval from your immediate supervisor or department head, provide proof of the mileage used for Park District business and provide proof that the vehicle was used on Park District business (*i.e.*, submission of an approved mileage reimbursement form and other appropriate documentation such as receipts as required by the Park District).

EMPLOYEE CONDUCT

Employee Conduct Introduction

Employees of the Park District work together as a team to develop, promote and maintain our quality recreational programs and facilities for the community. Each employee is expected to work toward meeting our goal of providing services in a friendly, efficient and professional manner. Employees are urged to make any suggestions they feel will be of benefit to the Park District and our patrons which would save time, reduce waste, promote safety, increase efficiency and make the working and recreational experience for all persons more enjoyable.

As a Park District employee, you are expected to demonstrate the highest standards of personal and professional integrity, honesty, responsibility, and fortitude in the performance of your duties. Employees are expected to treat Park District patrons and their fellow employees honestly, fairly and courteously. The rules identified below have been prepared to serve as a guide for employee conduct while acting on behalf of the Park District. These rules are designed to promote orderly, safe and efficient operations. They have been developed through common sense and years of experience, and all employees are required to carefully read these rules and to conduct themselves accordingly.

Compliance With Park District Policies And Procedures

You are required to comply with all policies and procedures established by the Board of Park Commissioners, immediate supervisors, and administrative staff of the Park District.

Employees are required to comply with the lawful directives of their immediate Supervisors, the Board, and administrative staff in the performance of their duties.

Employees are expected to expeditiously and diligently perform their duties to the best of their ability.

Employees are expected to act and conduct themselves at all times in the best interest of the Park District.

Every report that an employee produces or for which the employee provides information, and every record that an employee maintains or for which the employee provides information is important to the proper administration of the Park District including without limitation, the proper expenditure of public funds. Accordingly, employees are required to provide accurate, truthful and complete information in connection with such reports and records. It is a violation of this policy for an employee to knowingly provide false, inaccurate or incomplete information in, or for the use of, any such report or record. It is also considered substandard job performance for an employee to provide false, inaccurate or incomplete information in, or for the use of, any such report or record as the result of his negligence in the performance of his duties for the District.

Attendance, Punctuality And Dependability

Attendance is an essential part of your total job performance and is critical to the smooth and efficient operation of the Park District. Absenteeism and tardiness are expensive, disruptive, and place an unfair burden on your fellow employees and your immediate supervisor.

If you are going to be late or absent for any reason, you or someone else for you must telephone your immediate supervisor at least thirty (30) minutes prior to your scheduled starting time. If your immediate supervisor is not available, contact the supervisor at the succeeding level of authority in your department. If you are unable to contact either supervisor directly, you may leave a voice mail. It is your personal responsibility to ensure that proper notification is given. If you must leave work early because of an illness or personal emergency, you must make every reasonable effort to promptly advise your immediate supervisor or if your immediate supervisor is not available, the supervisor at the succeeding level of authority in your department.

The foregoing notice requirements apply to each day of absence or tardiness, including without limitation consecutive days. Failure to satisfy these requirements may result in loss of pay for the time in question and/or subject you to disciplinary action, up to and including dismissal. Moreover, if you fail to report to work on three (3) consecutive working days without notifying any supervisor, you will be considered to have voluntarily abandoned your employment with the Park District and for that reason you will be dismissed. Attendance is an essential function of every job. Even though you provide proper notice of your absence or tardiness, continued irregular attendance or excessive absenteeism or tardiness, as determined in the sole discretion of the Park District, constitutes unsatisfactory performance and will subject you to disciplinary action up to and including dismissal.

In calculating an employee's attendance record, all absences, whether paid or unpaid, approved or without approval, or with or without notice, will be counted except for absence due to the following: approved leave under the Family and Medical Leave Act, approved military leave, and other approved paid leaves.

Proper Dress And Appearance

The personal appearance of employees conveys to the public a general impression of the Park District. Your attire on the job should be in good taste, clean, neat and appropriate for the duties being performed. Safety equipment and attire may be required for certain jobs. Employees holding these positions are expected to wear the assigned apparel when on the job. For specific details, see department work rules.

Employees should avoid extremes in dress and appearance. Employees must be neat, clean and orderly at all times while on duty. Hair must be neat, clean, trimmed and present a groomed appearance. Mustaches and beards are permitted as long as they are neatly trimmed and groomed, and such facial hair does not pose a safety or health risk given the nature of the employee's job responsibilities. For safety purposes, all employees working with maintenance equipment must either keep their hair in the back no longer than one inch below the ear or must firmly secure longer hair so that it does not hang below the ears.

Exposed body piercing jewelry is strictly limited to earrings, and the style of earring or jewelry may not present a safety hazard to you, your coworkers, or the public, as determined by the Park District.

Wearing appropriate footwear for specific job tasks minimizes the likelihood of injury to the foot and provides the stability and traction necessary when performing specific staff tasks. For this reason, each employee shall comply with the Staff Footwear Policy as it is applicable to the specific tasks assigned to the employee.

Tattoos cannot be offensive in nature (*i.e.*, words including profanity and/or symbols). Any tattoo design deemed to be inappropriate by management will not be allowed. Tattoos must not be immodestly placed so as to draw inappropriate attention. Excessive visible tattoos will not be permitted.

Any employee who cannot comply with this policy based upon disability unrelated to an individual's ability to perform the essential functions of the job, religion, national origin, or other legally recognized basis must forward a written request to the Director for an authorized deviation or reasonable accommodation from this policy. Said request shall include the policy exception requested, and include the basis for said request.

Work Areas

1. Work areas will be kept clean and orderly at all times.
2. Apparel such as boots, coats and umbrellas will be stored in designated areas.
3. Prior to the end of the workday, all tools and equipment will be cleaned and stored. All items, papers, or information of value must be properly secured.
4. Non-work materials, such as posters, signs, pictures and calendars are permitted to the extent that they do not interfere with the performance of work and they are not offensive to a reasonable person. The Director is the final authority when deciding whether or not a non-work item is permissible.

Smoking

Smoking is prohibited in or on any Park District building, facility, equipment, or vehicle, or while working directly with the public, except in designated areas. This prohibition shall include smoking of cannabis for personal medical use by a qualified patient under the Illinois Medical Cannabis Act, and shall also include the smoking of e-cigarettes in any area which is posted as a non-smoking area, and the use of chewing tobacco.

Sobriety And Substance Abuse

Employees are expected and required to report to work on time and in an appropriate mental and physical condition for work. To do so, employees must not have alcohol or illegal drugs in their system. Violators may be subject to disciplinary action, up to and including dismissal.

At no time during your service to the Park District should you be under the influence or in the possession of alcohol or illegal drugs during working hours. If you work on or near vehicles or machinery, handle hazardous materials or substances of any kind, or have public safety responsibilities (*i.e.*, transporting Park District patrons to outings or supervising programs or facilities operations) and you have taken or are under the influence of legal drugs, you must report the use of such legal drugs to your immediate supervisor if the legal drug may result in your being deemed under the influence as defined in the Section of this policy entitled “Alcohol and Drug Abuse”, and as determined in accordance with the means for determining whether a person is under the influence as set forth in such Section of this policy.

The District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have public safety responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested following a workplace accident, during or after an employee’s participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs; provided that an individual who tests positive for cannabis and who is a qualified patient under the Illinois Medical Cannabis Act shall not be disciplined for a confirmed positive drug test unless such person is under the influence, as defined in the Section of this policy entitled “Alcohol and Dug Abuse”, and as determined in accordance with the means for determining whether a person is under the influence as set for in such Section of this policy.

Any employees who are using prescription drugs that may have adverse side effects should inform their supervisor or department head as soon as possible that they are taking medication on the advice of a physician. Such employees are responsible for disclosing to the supervisor or department head the possible side effects of the drug on work safety or performance and the expected duration of its use.

Employees are forbidden to sell or make transactions involving illegal drugs during work or at Park District facilities, properties, or in its vehicles. Violators may be subject to immediate disciplinary action, including, but not limited to, termination. Any sale of illegal drugs during work or on Park District’s premises, facilities, or in Park District vehicles will be treated as gross misconduct, punishable by immediate discharge for the first offense.

Procedure for Reporting Possession or Use of Alcohol or Illegal Drugs

If you know of possession or use of alcohol or illegal drugs by employees, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor or the Director. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Board.

Weapons Policy

The Park District strictly prohibits and does not tolerate weapons at any Park District facility, on any Park District property, or at any Park District-sponsored event.

Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three (3) inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, manager, or supervisor.

Employees who violate this policy may be subject to disciplinary action, up to and including termination.

Procedure For Reporting Possession Of A Weapon

If you know of an employee possessing a weapon, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Board.

Employee Cooperation

Park District employees provide a service to the community, and each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate will subject the employee to disciplinary action, up to and including dismissal. The employees of the Park District must function as a team, and each employee is required to make a positive contribution in the interest of effective and efficient public service.

Wrongful conduct, including without limitation insubordination, which engenders employee divisiveness, loss of morale, or work place disruption will not be condoned and may lead to disciplinary action, up to and including dismissal.

Carelessness Policy

The Park District prohibits, forbids, and does not tolerate carelessness, substandard or hazardous work practices within its facilities, on its property, or while conducting Park District business.

The Park District expects and demands that its employees perform their employment duties with care and attention to our patrons' needs, the safety and welfare of fellow employees, and to Park District quality standards and requirements. Employees who are careless or negligent in performing their job duties will be subject to disciplinary action. Carelessness or negligent behavior or actions may result in disciplinary action, up to and including immediate discharge. Employees who fail to respond to the Park District's efforts to correct carelessness may be subject to disciplinary action, up to and including discharge.

Procedure for Reporting Careless, Hazardous or Substandard Work Practices

If you are aware of a careless or negligent act or behavior, you must report the act or behavior to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaint, or reports to the President of the Board. You are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed.

Workplace Wrongdoing

The Park District does not tolerate workplace wrongdoing on Park District premises, property, Park District-sponsored events, or while acting within the scope of employment.

The Park District does not tolerate theft of property, whether from the Park District, patron or from a co-worker. Employees should seek permission before removing Park District material, tools, or other items, including damaged goods, scrap material, or any other material. Any employee who violates this policy may be subject to disciplinary action, up to immediate discharge.

The Park District prohibits false information on any expense account sheet or on any insurance claim submitted under the Park District's health care benefits or workers' compensation benefits program.

The Park District prohibits fighting on its premises. An employee, who instigates physical violence or threatens physical violence, may be subject to disciplinary action, up to immediate discharge.

The Park District prohibits horseplay, practical jokes, and pranks. Any employee who violates this policy may be subject to disciplinary action, up to immediate discharge.

The Park District prohibits embezzlement or stealing of Park District funds, including but not limited to, stealing money from a Park District account, stealing postage, or unlawful use of telephone privileges. Any employee who violates this policy may be subject to disciplinary action, up to immediate discharge.

Procedure for Reporting Workplace Wrongdoing

If you are aware of a careless or negligent act or behavior, you must report the act or behavior to your immediate supervisor. If you feel uncomfortable doing so, or if your supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaint, or reports to the President of the Board. You are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed.

Violence in the Workplace

The Park District strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's immediate supervisor and/or the department head. All complaints will be investigated.

The Park District will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

Telephone Usage

Because a large percentage of Park District business is conducted over the phone, it is essential to project a professional telephone manner at all times. Although the Park District realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on Park District phones without prior approval from the employee's immediate supervisor.

Security And Keys

In the interest of safety and protection of property, strict control over access to Park District property, work locations, records, computer information, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys, safe combinations or other access to Park District property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, loss or negligence. Employees must immediately report any loss of keys to their immediate supervisor. Failure to do so may result in disciplinary action, up to and including discharge.

Romantic Or Sexual Relationships

Consenting “romantic” or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned – the employee, the supervisor/manager and the Park District. Any such relationship may, therefore, be contrary to the best interests of the Park District.

Accordingly, the Park District strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship.

By its discouragement of romantic and sexual relationships, the Park District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the employee’s department head. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The Park District recognizes the ambiguity of and the variety of meanings that can be given to the term “romantic”. It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate this meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The department head shall inform the Director and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee’s work assignments.

Upon being informed or learning of the existence of such a relationship, the Park District may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the Park District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the department head or the Director.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

Political Activity

Park District employees are expected to serve all patrons equally. The political opinions or affiliations of any patron should in no way affect the amount or quality of service received from the Park District.

Park District rules do not preclude an employee from becoming a political candidate or from taking part in election campaigns and other lawful political activities. However, employees may not engage in political activities at any time while on duty or when they may be identified as an employee of the Park District by any means such as uniform, insignia, motor vehicle or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petition, distribute political literature, or encouraging others to do any of the above. For purposes of this paragraph “while on duty” includes those hours you are scheduled to work and are working for the Park District but does not include, breaks, lunches, or other duty-free periods of time.

Employees are also prohibited from interrupting or disturbing other employees while they are on duty.

Political affiliation, preference or opinion will not influence an individual's employment, retention or promotion as a Park District employee. Employees of the Park District will not be required to contribute monies to any candidate or political party, but may do so on a strictly voluntary basis.

Solicitation, Distribution And Use Of Bulletin Boards

Employees may not solicit any other employee during working time, nor may employees distribute literature on Park District premises, which includes all areas where employees perform their assigned work tasks, during working time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

You may not accept the solicitation or the distribution of literature by any non-employee while on duty. For the purposes of this policy “while on duty” does not include breaks, lunches, or other duty-free periods of time.

Bulletin boards maintained by the Park District are to be used only for posting or distributing material of the following nature:

1. Notices containing matters directly concerning Park District business.
2. Announcements of a business nature which are equally applicable and of interest to employees.
3. All posted material must have authorization from administrative staff. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

Any employee who violates this policy is subject to disciplinary action, up to and including discharge.

Gifts

You must not solicit or accept any gift, gratuity or other reward from any person, business or entity that is doing business with the Park District or is attempting to secure business from the Park District. Further, you must not solicit or accept, nor should you expect people who use our programs or facilities to give you gifts, gratuities or other rewards, or other remunerative devices or favors for performing your job, except as in accordance with the exceptions as listed in the State Officials and Employees Ethics Act (5 ILCS 430/1-1) provided to all employees.

If someone offers or gives you a gift as a result of your position as our employee, you must report it to the Director. The Director must report any offers or gifts made to the Director to the President of the Board. This policy does not apply to nominal non-cash matters such as gifts of candy, desserts or other similar items. However, you must report such non-cash matters to your department head.

If you are in doubt about any provisions of this section, contact your department head; department heads may contact the Director and the Director may contact the Board. This policy applies to all employees. Retention of any gift will be conditional upon the approval of the Director after consultation with the appropriate department head. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action up to and including dismissal.

Conflict Of Interest

The Park District expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Park District. Business dealings that appear to create a conflict between the interests of the Park District and an employee are unacceptable.

The Park District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the Park District may assess and prevent potential conflicts of interests from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.*, spouse or significant other, children, parents, siblings) as a result of the Park District's business dealings.

It is the responsibility of every Park District employee to disclose any personal or financial interest in any person, firm, company or any business entity doing business with the Park District. This information is required to determine whether any undue or special influence may be involved in sales to or purchases from the Park District. Such disclosure must be made in writing by the employee and forwarded to the Director for review of a potential conflict of interest.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he should immediately contact the Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise. Individuals employed in a supervisory capacity or authorized to purchase equipment may be required to file a Statement of Economic Interest as required by Illinois Law. Please see the Superintendent of Finance and Business Services for details. A

violation of this policy may result in immediate and appropriate discipline, up to and including immediate termination.

Outside Activities

Outside work activities are not allowed when they:

1. Prevent the employee from fully performing work for which he/she is employed at the Park District, including overtime assignments
2. Involve organizations that are doing or seek to do business with the Park District, including actual or potential vendors and such outside activities create conflicts of interest or negatively impact the provision of services or otherwise violate provisions of law or the Park District's policies or rules

From time to time, Park District employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Park District must be given priority. Employees are hired and continue in the Park District's employ with the understanding that the Park District is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the Park District is strictly prohibited.

Further, employees shall not enter into any contracts with an individual or company for the performance of services while on duty or while using Park District vehicles, equipment or other Park District property. No employee shall receive pay other than Park District pay, for performing services while on duty.

SAFETY IN THE WORKPLACE

Safety In The Workplace Statement Of Admission

The Park District practices good risk management in order to reduce their risks of unforeseen accidents. However, accidents can and do happen. After an accident, many questions may be asked of the agency, such as: “Who will pay for the damage?” “Who was at fault?” “What could or should the agency or employee have done to prevent the accident?” Also, employees who have just witnessed an injury to a patron may naturally feel sympathetic and will often feel and express guilt, even if the employees did nothing wrong. Employees who make statements about fault, causation, guilt, etc. will be placing the agency at risk of loss, either financially or through reputation. Moreover, employees in such stressful situations invariably provide inaccurate, incomplete, or misleading information or misrepresent the position of the agency or the law. Such comments and statements unnecessarily expose the agency to potential liability and/or unfounded public scrutiny. In order to provide the most accurate, consistent information to the public and possible media outlets, all employees must adhere to the following policy.

STATEMENT OF ADMISSION

All employees are expected to act and conduct themselves at all times in the best interest of the agency. When an accident occurs, no matter how insignificant it may seem to be, it is of the utmost importance never to presume or admit guilt or fault of any kind. Employees should never speculate on the cause(s) of the accident or injury or discuss any facts of the accident. Employees should cooperate with investigating authorities and with any investigation conducted by or on behalf of the agency. Any and all questions relating to an accident involving agency property and/or personnel should be promptly directed to the Director.

DISCIPLINARY ACTIONS

Disciplinary Actions

All employees are expected to meet the Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform your duties under the policies, guidelines and rules contained in this Manual. In addition, all are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of your Supervisors, and to act in accordance with federal, state and local law. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an employee does not meet these standards, the Park District may, under appropriate circumstances, take corrective action, other than immediate dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance concerning areas that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. All may be dismissed, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on your part.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such actions may range from oral warnings to termination. This means that, as a general rule, you may be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

Nothing in this section guarantees an employee that progressive discipline will be followed or that dismissal from employment will never occur unless preceded by progressive discipline. The District reserves the right, in its sole discretion, to dismiss an employee at any time, for cause or for no cause.

Oral Warning

Oral warnings may be issued by your supervisor(s). Oral warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn you that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline including dismissal. The supervisor imposing the oral warning will discuss the warning with you and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in your personnel file.

Written Warnings

Written warnings may be issued by your supervisor(s). Written warnings consist of a conference between you and the supervisor imposing the warning, and a written memorandum expressing disapproval of conduct or poor work performance and/or attendance and warning you that repetition of the conduct or failure to improve may result in more severe discipline including dismissal. Written warnings may be used for poor work performance, poor attendance, or repeated misconduct of a minor nature, or for more serious misconduct which, in the Park District's opinion, does not warrant suspension or dismissal.

You are required to sign the written warning indicating receipt of the warning and your understanding of the reason for the warning. You will also be given an opportunity to provide written comments on the form. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the written warning will be placed in your personnel file.

Suspension

A suspension is defined as temporarily relieving an employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Director. The supervisor(s) imposing the suspension will meet with you and give you written memorandum outlining the details of your suspension, including without limitation, the reasons for and duration of your suspension. The supervisor(s) imposing the suspension will meet with you and give you a written memorandum outlining the details of your suspension, including its duration.

You are required to sign the written notice of your suspension indicating receipt thereof. You will also be given an opportunity to provide written comments on the notice. If you refuse to sign, another supervisor will be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

Dismissal

A dismissal is a termination of employment initiated by the Park District. You may be dismissed for any reason, or for no reason, at any time, within the limitations of state and federal law. All Park District employees serve at the will of the Park District.

If you are dismissed, you will receive written notice of the effective date and time of dismissal. You will also be given an opportunity to provide written comments on the notice. You are required to sign the written notice of your dismissal indicating your receipt of the notice. If you refuse to sign, another supervisor may be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

Examples Of Reasons For Disciplinary Action

You may be warned, suspended, and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests, orally or in writing. Nevertheless, listed below are some examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject you to disciplinary action including dismissal and does not change the employment-at-will relationship between the employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to Park District policies and/or procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times or leaving during work hours without permission.
4. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your supervisor(s).
5. Inability or unwillingness to take orders from supervisor(s).
6. Uncooperative, hostile or discourteous attitude or conduct toward your supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.
7. Being wasteful of or the willful destruction of Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.
8. Failure to wear safety equipment as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules and/or procedures.
9. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
10. Failure to follow any federal, state, local or Park District law, rule or regulation while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.
11. Failing to report an accident or known hazardous conditions to your immediate supervisor.
12. Gambling or fighting while on duty.
13. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that you are taking legal drugs when such notice is required.
14. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the Park District, fellow employees or the public.
15. Possession of weapons, including any concealed firearm, regardless of whether a person has a permit for concealed carry pursuant to the Illinois Firearm Concealed Carry Law, in or on Park District property or while on duty.
16. Felony conviction.

17. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
18. Failure to maintain a valid driver's license or certification which may be required for your position or as provided in this Manual.
19. Smoking in areas other than as designated therefor, including smoking of cannabis for personal medical use by a qualified patient under the Illinois Medical Cannabis Act, and also including the smoking of e-cigarettes and the use of chewing tobacco.
20. Harassment of other employees or members of the public.
21. Dishonesty; lying to Park District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
22. Unauthorized possession, use or copying of any records that are the property of the Park District.
23. Sleeping on duty.
24. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interests.
25. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

GRIEVANCE PROCESS AND PROCEDURES

Grievance Process & Procedures

Any employee who has a grievance arising from his employment with the Park District is encouraged to attempt to resolve problems with the person(s) involved. If that is unsuccessful or if, for any reason, you feel uncomfortable discussing the problem with the person(s) involved, you may use the following procedure:

1. You may present a grievance to your immediate supervisor. Your immediate supervisor will meet with you and give you a response within three (3) working days of discussing the grievance with you. In most cases, the problem can and should be resolved with a frank and open discussion between you and your immediate supervisor. However, if a satisfactory resolution is not reached at this level, you may proceed to step 2.
2. You may present a written grievance to the supervisor at the succeeding level of authority in your Department. The supervisor will investigate the matter, discuss the matter with you and your immediate supervisor and should give you a written response within three (3) working days of discussing the grievance with you. If you are not satisfied with the resolution at this stage, you may continue this process through each succeeding level of authority in your department up to the Director. In the event it is necessary for you to process your grievance up to the Director, the Director should issue a written decision within ten (10) working days of discussing the grievance with you unless investigation requires a longer period of time. Any decision of the Director is final and not subject to further review.

This grievance procedure does not apply to performance evaluations, suspensions, dismissals or other disciplinary actions which may be reviewed in accordance with this manual.

The Park District will not discriminate or retaliate against an employee if the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.

SEPARATION OF EMPLOYMENT

Separation of Employment

Employment at-Will

Employment with the Park District is on an at-will basis. This means that both employees and the Park District have the right to terminate employment at any time with or without cause or notice unless otherwise agreed to in writing by the Board of Commissioners and the individual employee.

Lay-Offs

The Park District may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid-off whenever there is a lack of work or funds or a change in functions directly or indirectly creates a surplus of employees for the workload of the Park District. Although the Park District is under no obligation to do so, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off. When this is impractical, the department head may consider seniority as one factor, among other factors, where qualifications, ability, attitude and performance factors are substantially the same in determining whom to lay off.

Resignations

As an at-will employee, you may resign your position with the Park District at any time, with or without notice or cause. However, the Park District requests that you give your immediate supervisor sufficient notice of your intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. The Park District requests that you should give written notice to your immediate supervisor at least ten working days prior to your last workday; however, twenty working days' notice is preferred. [Vacation days or personal days may not be included in the 10-day notice period] You may leave anytime during the ten days with your immediate supervisor's consent and remain in good standing. If you fail to resign in good standing, you may not be eligible for rehire unless you demonstrate good cause for leaving early. Short-term employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early.

Retirement

Employees may retire for the purpose of collecting retirement benefits. The Park District requests that you give your immediate supervisor sufficient notice of your intention to retire to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. Please contact the Business Office so that the appropriate paperwork can be completed in a timely manner.

Return of Park District Property

Before officially separating from the Park District's employment for any reason, you must return all Park District property, including without limitation vehicles, tools, keys, equipment, and identification, credit and insurance cards.

Upon Separation of Service

Upon separation, your unused earned vacation will be paid to you or your heirs at your rate of pay as of your separation date. Your health insurance may be continued under applicable law. The Business Office will provide you with the appropriate information when you separate from the Park District.

References

Information provided by the Park District in response to requests for employment references will generally be, but not limited to your starting date, ending date, job title, and job description. You must complete and deliver a written release to the Park District, in the form required by the Park District, before any additional information will be provided.