

CHAPTER 11

EMPLOYEE POLICIES

ARTICLE I – INFORMATION FOR NEW EMPLOYEES

11-1-1 INTRODUCTION. Whether you have just joined our staff or have been with the Village for a while, we are confident that you will find the Village a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of the Village of Hamel to be one of its most valuable resources. This Handbook has been written to serve as the guide for the Village/employee relationship.

No employee handbook can answer every question or anticipate every situation. For that reason, the Village Board may interpret, change, supplement, or rescind any part of this Handbook or any of its other policies from as it deems appropriate, with or without prior notice. This Handbook supersedes any earlier policy statements concerning the matters described in this Handbook or any oral statements made at any time during your employment. Nothing in this Handbook or in any of the Village's policies, practices, or representations to or about its employees is an express or implied contract. Your employment is not for any specific time and may be terminated at will, with or without cause, and without any prior notice by the Village. You may also resign for any reason at any time. No supervisor or representative of the Village 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. The only person that has the authority to enter into a written agreement with an employee is the Village President. If you have a written employment agreement signed by the Village President and a statement in this Handbook conflicts with the terms of that employment agreement, the terms of the employee agreement govern.

The procedure, practices, policies and benefits described here may be modified and discontinued from time to time. We will try to inform you of any changes that may occur.

11-1-2 SCOPE. This Employee Handbook applies to all regular and full-time employees, as well as, seasonal/temporary employees who work for the Village, with the exception of employees employed by the police department. The Village will mention from time to time when a policy or practice may be slightly different for employees who are working under contract terms. Whenever the policies, terms, conditions or language of this Handbook are in conflict with a contract, the policies, terms, conditions and language of the contract supersede those of the Handbook.

11-1-3 ADOPTION AND POLICY AMENDMENT. These policies and procedures are adopted by resolution of the Village Board. Policy amendments shall become effective upon consideration and adoption by the Village Board.

11-1-4 EMPLOYMENT-AT-WILL AND DISCLAIMER. The contents of this Handbook are presented as a matter of information only. This Handbook does not, either by itself or in conjunction with any other Village documents policy, procedure action, practice or verbal statement creating an employment contract, express or implied. The Village reserves the right to modify, revoke, suspend, terminate, or change any or all procedures contained herein in whole or in part at any time with or without prior notice.

All employees are employed "at-will" and can be terminated at any time with or without cause without prior notice, except as otherwise provided by law. No employee has any authority to modify the "at-will" status of any employee unless that modification is expressly made in writing and has been specifically agreed to in writing by the Village Board.

11-1-5 EQUAL EMPLOYMENT OPPORTUNITY. The Village of Hamel affirms its commitment to providing Equal Employment Opportunity (EEO) for all employees and applicants of the Village. No personnel decision or action shall be unlawfully influenced in any manner by consideration of an individual's race, color, religion, creed, national origin, ancestry, age, disability, sex, sexual orientation, marital status, gender identity, genetic information, or status as a covered veteran or any other characteristic protected under applicable federal, state, or local law.

The Village expressly prohibits any form of unlawful employee harassment based on race, color, religion, creed, sex, marital status, gender identity, sexual orientation, national origin, age, genetic information, disability, veteran status, or any other protected characteristic. Improper interference with the ability of the Village employees to perform their expected job duties is absolutely not tolerated.

11-1-6 EMPLOYEE CLASSIFICATION CATEGORIES. All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employment status. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Village.

Non-exempt employees - are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees – are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

11-1-7 PROBATIONARY PERIOD. The first **six (6) months** of employment are a time for the Village and the employee to get to know one another. If during the probationary period it is determined that the employee does not fulfill the requirements of his/her employment or if the Village determines that continued employment is not in the interest of the Village, the employee will be terminated.

Following a break or breaks in service totaling more than **two (2) weeks**, a regular employee's probationary period shall be extended by a period equal to the break in service.

Prior to the end of the probationary period, the supervisor shall complete a written performance evaluation for the employee. Continuance in the position after expiration of the probationary period shall constitute regular employment. However, completion of the probationary period does not alter the at-will status of the employment relationship.

11-1-8 BACKGROUND AND REFERENCE CHECKS. To ensure that individuals who join the Village are well qualified and to ensure that the Village maintains a safe and productive work environment, it is the Village's policy to conduct pre-employment background checks on all applicants who accept an offer of employment.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Village. All background checks are conducted in conformity with the Fair Credit Reporting Act, and all other applicable state and federal laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check may lead the Village to question whether to deny employment on the basis of the report, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report prior to any decision being made as to whether to deny employment on the basis of the report.

At any time during employment, additional checks, such as driving record or credit report, may be made if appropriate and job related.

11-1-9 EMPLOYMENT OF RELATIVES. The Village wants to ensure that Village practices do not create conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship, and members of

the same household are not permitted to be in positions that have a reporting responsibility to each other.

ARTICLE II – RULES AND STANDARDS

In order to ensure that all employees are properly paid, the Village has established the following timekeeping and pay policies. Violations of these policies may result in disciplinary action, up to and including termination.

11-2-1 **WORKING HOURS, LUNCH BREAK AND TIME KEEPING.** The Village keeps regular business hours Monday through Friday. The standard full-time schedule for non-exempt employees is **eight (8) hours** per business day. Extra work hours may be required to finish specific projects. Compensation of overtime hours worked will be made in accordance with the applicable provisions of the Fair Labor Standards Act (FLSA).

The lunch break is **thirty (30) minutes** and is included in hours worked. In addition to the lunch break, all employees are permitted **two (2) ten (10) minute** rest breaks or coffee breaks during a full day of work, to be taken no less than two hours apart.

(A) **Maintaining Time Sheets.** All employees required to maintain time sheets are responsible for accurately and honestly recording their hours worked. Falsifying a time sheet is a violation of Village policy. The Village prohibits supervisors from directing employees to report less than all hours worked, i.e., to work "off the clock."

(B) **Overtime.** From time to time, non-exempt employees may be required to work overtime, for which they will receive overtime pay or comp time in accordance with applicable wage and hour laws. Employees who work more than a **forty (40) hour** work week, shall be compensated **one and one half (1-½) times** the basic straight time wage for all time worked in excess of **forty (40) hours** per week or receive **one and one half (1 ½) hours** comp time for every hour of overtime worked, not to exceed a total of **twenty (20) cumulative hours**.

In calculating the hours worked for overtime purposes, the following is included in hours worked: vacation, holidays, approved paid sick days and jury duty.

Except in unforeseen and emergency situations, employees should not work overtime without prior approval from their supervisors. All overtime worked must be reported, whether it is pre-approved or not pre-approved.

(C) **Procedure for Pay Discrepancies.** Although the Village makes every effort to ensure that employees are properly paid, all employees should review their paycheck stub to confirm that they have been paid the correct amount, received all overtime pay due, and not been subject to improper deductions. If an employee believes that he or she has not been paid the proper amount or has been instructed to falsify a time sheet, the employee should promptly report the matter to the Mayor or Village Clerk, so the matter can be investigated or reviewed and any necessary corrective action taken. No employee will be subject to retaliation because he or she makes such a report in good faith.

11-2-2 **ATTENDANCE.** The Village depends on employees to come to work each day, to arrive on time, and not to leave work earlier than scheduled. Employees should telephone the Village Clerk's Office and their supervisor to notify of an unexpected absence. Absences should be reported no later than **7:30 a.m.**, the day of the absence. Absent prior authorization from the Mayor or the employee's supervisor, an emergency, or an approved absence such as a prearranged vacation day or leave of absence, employees are expected to work every day scheduled. Excessive absenteeism, tardiness, or leaving work early, or a suspicious pattern of such conduct, may result in disciplinary action up to and including termination.

11-2-3 **EMPLOYEE COMMUNICATION.** The Village is committed to ensuring that its employees have access to, and are provided with relevant information about their job. We aim to keep you informed about what is happening within to explain the decisions that have been taken and to listen

to your views and ideas. We endeavor to communicate openly and honestly and to be clear, simple and jargon free.

The supervisors operate an 'open door' policy according to which employees are free to discuss their ideas for the Village or any concerns they may have. We realize that the best ideas for continued improvement and problem solving come from those who are closest to the challenges.

11-2-4 POSITIVE WORK ENVIRONMENT. Positive working relationships are essential to the teamwork that is necessary to ensure effective delivery of Village service and the well-being of all employees. Employees are expected to conduct themselves in a professional, civil, and courteous manner whether interacting with the public or with fellow employees. Behaviors which tend to create a hostile environment are prohibited. These include, but are not limited to, rudeness or discourtesy, malicious gossip, false allegations or providing false information about an employee, refusal to communicate, including deliberate failure to share necessary job-related information, and avoidance or "shunning."

11-2-5 DRESS AND APPEARANCE. The Village permits business casual and appropriate casual clothing to be worn in the office. You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. When in doubt whether a particular style or type of dress is appropriate, ask your supervisor.

Full-time employees will have a **Four Hundred Dollar (\$400.00)** clothing allowance, per year.

11-2-6 PERSONAL PROPERTY. No liability is accepted for loss or damage to any personal property brought onto Village premises. Employees are requested not to bring personal items of value into the workplace. Personal items should not be left at the premises overnight.

11-2-7 PERSONAL DATA. Personal data is any information, whether held on a computer system or in an organized paper based filing system which, either on its own or in conjunction with other information held about you, enables the Village to identify you. The types of personal data Village will collect about you during your employment may include any or all of the following: name and address; contact details; next of kin details; date of birth; education and qualifications; bank account details; salary information; performance reviews; sickness records, training records and personal development plans.

We have systems in place to ensure your personal data is stored securely and dealt with and processed in accordance with recognized good practice.

The Village may disclose your personal data to reputable third parties in order to carry out the normal management and administration processes associated with your employment. However, the Village will not disclose or share your personal data to third parties without your permission, unless this is necessary for the purposes of your employment or is required by law.

11-2-8 CHANGES IN PERSONAL DETAILS. Please ensure that you promptly notify a supervisor of any change of address, marital status, next of kin details, etc., in order that we can maintain accurate information and make contact with you in an emergency, if necessary outside of normal business hours.

11-2-9 ANTI-HARASSMENT AND DISCRIMINATION. The Village 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 promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Village expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

The Village encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Village to ensure equal employment opportunity without discrimination or harassment, on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, status as a covered veteran, or any other legally protected characteristic. The Village prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

The prohibitions contained in this policy include all conduct and communication regardless of the form of that conduct or communication. This means that all forms of electronic communication, all types of social media, and all forms of interaction are covered.

(A) **Definitions of Harassment.** Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as unwelcome sexual advances, requests for sexual favors and other written, verbal or physical conduct of a sexual nature when; a) submission to such a conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. 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 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, whistling or touching; insulting or obscene comment or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written graphic material that denigrates or shows hostility or aversion toward an individual or group and, whether is placed on walls or displayed elsewhere on the employer's premises or otherwise circulated in the workplace, on Village time or using Village equipment via email, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

The Village prohibits all forms of sexual or other harassment and discrimination whether involving a single incident or continued harassing behavior, and whether or not the inappropriate behavior in question rises to the level of actionable legal harassment or discrimination. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. (Refer to Codebook Ordinance 18-02; Policy Prohibiting Sexual Harassment for the Village of Hamel, Illinois.)

(B) **Retaliation.** No one will be subject to, and the Village strictly prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment, discrimination or retaliation of any kind, pursuing any such claim, or cooperating in related investigations.

Any employee, regardless of position or title, whom the Village determines has subjected an individual to discrimination, harassment, or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. False or malicious complaints will be subject to appropriate disciplinary action.

11-2-10 SOLICITATION AND DISTRIBUTION. The Village prohibits a non-employee from soliciting any of the Village's employees during the employee's working hours. The Village prohibits any employee from soliciting, collecting from, or selling to any other employee during working time of the soliciting employee or of the employee being solicited. "Working time" means the time during which either the solicited employee should be working but does not include meal times break periods, or other periods when employees are not actively at work.

11-2-11 CONDUCT/DISCIPLINARY AND PROCEDURES. The orderly and efficient operation of the Village requires that employees maintain standards of proper conduct and adhere to Village policies and practices. To that end, the Village has established rules that must be followed. Most rules involve common sense and accepted standards of good conduct. The Village considers commission of any of the following or similar acts serious and grounds for discipline.

- **First Violation** - Verbal Warning (must be documented)
- **Second Violation** - Written Warning
- **Third Violation** - Up to and including suspension or termination

While the list below provides examples of conduct that will result in discipline, it is not all-inclusive. The Mayor and/or your immediate supervisor retains the sole discretion to determine appropriate discipline, up to and including termination, at all times. The Village may utilize whatever level of discipline it believes is appropriate under the circumstances, including termination of employment, regardless of whether the employee has been subject to any prior corrective action or discipline.

Conduct that may lead to immediate discipline includes, but is not limited to:

- Supplying false information when applying for employment or at any time during employment
- Altering or falsifying Village documents or records
- Misusing confidential information of the Village
- Theft or unlawful possession of stolen, lost or mislaid property
- Violating the anti-discrimination/harassment policy
- Violating the technology policy
- Gross negligence or carelessness
- Soliciting or receiving gratuities related to employment
- Misusing any benefits
- Acts of violence-verbal or physical
- Excessive tardiness or absenteeism

11-2-12 DRUG-FREE WORK ENVIRONMENT. This policy is intended to regulate all issues in the use and abuse of alcohol and controlled substances in the workplace or that affect the workplace (refer to Codebook Article 7). The Village is dedicated to providing a safe, dependable and efficient services to the citizens of the Village. In meeting this obligation, it is our policy to ensure that all employees are not impaired in their abilities to perform assigned duties in a safe, productive and healthy manner and to create a workplace environment free from the adverse effects of drug abuse. The Village prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace while on duty, on-call or responding to duty. Violations of this policy can result in disciplinary action, up and including termination, and may have legal consequences.

11-2-13 DISCIPLINARY AND GRIEVANCE PROCEDURES. Any employee who believes that a violation of Policies has occurred, whether by a Village employee, Village Trustee, or elected official, should inform in writing, the Mayor, immediate supervisor, or a Village Trustee of a purported violation. All reports will be referred to the Village Board for investigation, review, or other

appropriate action.

The Village Board or its designee will conduct a prompt investigation or review of the report and the facts concerning the purported violation. If the Village Board concludes that the Equal Employment

Opportunity Policy, discrimination, harassment or other policies have been violated, it will take prompt corrective action reasonably designed to end the violation and to prevent any further violations from occurring. Such corrective action may include disciplinary action against anyone found to have violated the policy, up to and including immediate termination.

After the Village has completed its investigation or review and determined whether this policy has been violated, it will advise the complainant of the results of the investigation or review and the corrective action, if any, that is being taken as a result.

11-2-14 **HEALTH INSURANCE.** After **six (6) months** of employment, all full time employees shall receive a check up to **Two Hundred Fifty Dollars (\$250.00)** made payable towards the insurance company of the employee's choosing, or payable to the employee upon proof that the employee has paid for health insurance.

ARTICLE III – TIME OFF/LEAVE OF ABSENCE

11-3-1 HOLIDAYS. The Village observes the following regular paid holidays per year: New Year’s Day, Martin Luther King Jr., Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday after, Christmas Eve and Christmas Day.

If a recognized holiday falls on a Saturday, the holiday will be observed on the Friday proceeding. If the holiday falls on a Sunday, the holiday will be observed on the Monday following. Holidays will not be recognized for both the Friday and Monday when the Holiday falls on a weekend day.

All full-time employees who do not work on said holiday shall receive pay for that holiday, at their regular rate of pay. When a full time employee works on a paid holiday as provided in this Section, such employee shall be paid the equivalent of **sixteen (16) hours** of straight time pay for **eight (8) hours** of work that day.

If a recognized holiday falls during an eligible employee’s paid absence (such as a vacation day or sick day), the absence for the day will be counted as holiday pay and not against the paid time off.

To be eligible for holiday-pay, a full-time employee who does not have prior approval for his/her absence from the Mayor or immediate supervisor, must work the employee’s last scheduled day prior to, and the next scheduled day subsequent to, the holiday.

11-3-2 ANNUAL VACATION LEAVE. All full time employees will be eligible for vacation time based upon years of service. The vacation time will accumulate starting on the date of employment.

Vacation time accrues and shall be capped on a twelve month basis per employee as follows:

- **Five (5)** paid days of vacation to start accumulating on the date of employment for the first year employed.
- **Ten (10)** paid days of vacation for the second full calendar year of employment, and each calendar year thereafter until the **seventh (7th)** full calendar year.
- **Fifteen (15)** paid days of vacation for the seventh full calendar year, and each calendar year thereafter until the **eleventh (11th)** full calendar year.
- **Twenty (20)** paid days of vacation for the **eleventh (11th)** full calendar year, and each calendar year thereafter.
- Vacation time shall commence accrual on the first paycheck following the date of employment at the rate of 1/52 of the allotted vacation hours per week.
- Vacation time shall cease to accrue for those employees who have accrued their maximum available days of vacation, and shall resume accrual once the employee uses vacation days which drop the accrued days below the above applicable **twelve (12) month** cap on accrual.

Employees must request vacation time from the Mayor or their immediate supervisor. Requests should be made with a reasonable amount of advance notice. Where multiple employees request the same vacation days, employees with seniority have priority.

All vacation leave will be paid at the regular hourly rate and on the basis of an **eight (8) hour** work day. Vacation time may be taken on a daily or weekly basis.

Any full-time employee who has worked for the Village for at least **one (1) year**, and thereafter separates from the Village’s employment for any reason, shall be entitled upon such separation to receive payment in lieu of vacation earned but not taken during the calendar year in question.

11-3-3 SICK LEAVE. All full-time employees are allotted **five (5)** paid sick days per year, which will be prorated for the calendar year in which employment begins. Sick days will accrue up to **twenty-five (25) days**.

Employees are to notify their immediate supervisor or the Village Clerk’s office as soon as possible in the event of an absence from work due to illness.

All new full-time employees will begin to earn sick leave after the completion of **six (6) months** of full-time employment. Time spent by an employee during a period when she/he is not on the active payroll due to termination, layoff or leave of absence shall not constitute service time for the purpose of accruing sick leave.

To qualify for sick leave benefits, an employee absent due to illness or injury for **three (3) days** or more, must present a certification signed by a licensed physician confirming said illness or injury, to the Mayor, Village Clerk or immediate supervisor. The employee will not be paid for sick leave where there is sufficient evidence of the abuse of said sick leave, including but not limited to situations where the employee is not ill or injured. The employee will be subject to disciplinary action pursuant to the terms of this handbook, where continued abuse of sick leave occurs.

11-3-4 EMERGENCY LEAVE. In case of serious illness or injury of an emergency nature in the family (spouse, child, step-child, parent or step-parent), a regular full time employee may be granted a leave of absence with pay of up to **two (2) working days**. Serious illness or injury of an emergency nature refers to an urgent or life-threatening condition. However, these events do not include the day of a scheduled operation or out-patient testing involving serious medical conditions.

11-3-5 BEREAVEMENT LEAVE. All employees are eligible for **three (3) days** of paid bereavement leave if a death occurs within the employee's immediate family. "**Immediate family**" includes spouses, children, spouse of children, siblings, grandparents, grandchildren, parents, parents-in-law, and siblings-in-law. The Village may require proof of attendance at the funeral.

11-3-6 JURY DUTY. An employee selected for jury duty or called as a witness for a trial or deposition is eligible to receive full compensation, less the amount the employee receives from the court as jury pay, for up to **five (5) days** in any given calendar year. Subject to any contrary legal requirements, additional time off for jury beyond the first **five (5) days** will be unpaid (unless the employee chooses to apply available accrued paid vacation days or paid personal days to the absence). Any absence for jury duty, paid or unpaid, will be considered excused, and during any unpaid period of such leave, the employee will be treated in the same manner as any other employee on unpaid leave. The Village may require proof of court attendance, such as a jury summons or a subpoena.

11-3-7 MILITARY LEAVE. A leave of absence shall be given to employees with **six (6) months** of employment, who are called to active service in the Illinois or United States Armed Forces. The employee's employment dates and resulting benefits will remain intact. The employee shall be entitled to resume their Village employment in a position of like pay and classification if she/he returns to Village employment within **sixty (60) days** of discharge from the Armed Forces.

11-3-8 LEAVE WITHOUT PAY. Unpaid leaves-of-absence may be granted for purposes set forth in this Section. Only the Mayor may grant leaves-of-absence. While on leave-of-absence, no sick or vacation time or pay will be accumulated. An employee who fails to return to work after an approved leave-of-absence, may be terminated.

11-3-9 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT. Pursuant to the Illinois Victims' Economic Security and Safety Act (VESSA) (**810 ILCS 190/1 et seq.**), the Village allows an eligible employee who is the victim of domestic or sexual violence, or who has a family or household member who is a victim of such violence, to take unpaid leave of up to **twelve (12) weeks** during any rolling **twelve (12) month** period to:

- seek medical attention for, or recover from, physical or psychological injuries

- obtain services from a victim services organization

- obtain psychological or other counseling
- participate in safety planning, relocation, or other activities to increase the victim's safety
- seek legal assistance

An eligible employee may also request reasonable accommodations to address actual or threatened domestic or sexual violence.

VESSA leave can be taken in a single **twelve (12) week** period, intermittently, or on a reduced work schedule. VESSA leave is unpaid, but employees may elect to use accrued paid leave as part of their VESSA leave. Employees may not take VESSA leave that exceeds the unpaid leave time allowed under the FMLA Policy.

An employee who requires VESSA leave or some other reasonable accommodation is responsible for bringing the matter to the attention of the Mayor, Village Clerk, or immediate supervisor.

11-3-10 TUITION REIMBURSEMENT. The Village Board may approve tuition reimbursement to employees who are required to obtain certifications of skills for Village operations, with prior Board approval.

11-3-11 WORKPLACE INJURY. If you become injured on the job, you may be eligible for Workers' Compensation benefits. Any injury must be immediately reported to your Supervisor, no matter how slight and regardless of whether you believe you need medical attention at the time of injury. Failure to immediately report any work related injury (no matter how slight) may be subject to disciplinary action or to termination.

11-3-12 UNPAID FAMILY AND MEDICAL LEAVE (FMLA).

(A) **Eligibility.** Any employee who 1) has been employed by the employer for at least **twelve (12) months**, 2) worked at least **one thousand two hundred fifty (1,250) hours** during the **twelve (12) month** period immediately preceding the commencement of the leave.

Eligible employees are entitled to a total of **twelve (12) work weeks** of leave for the following reasons:

- Because of the birth of a child of the employee, in order to care for that child.
- Because of the placement of a child with the employee for adoption or foster care.
- In order to care for the spouse, domestic partner or parent of the employee if that spouse or parent has a serious health condition, or in order to care of a son or daughter of the employee if that son or daughter has a serious health condition and is under the age of **eighteen (18)** or, if **eighteen (18) years** or older, is incapable of self-care because of a physical or mental disability.
- Because of the employee's own serious health condition, that makes the employee unable to perform the functions of his or her position.

The annual entitlement to **twelve (12) work weeks** of leave is measured on a "rolling" basis which looks backward to the **twelve (12) month** period ending on the date an employee uses any FMLA leave. That is, each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the **twelve (12) weeks** which has not been used during the immediately preceding **twelve (12) months**.

(B) **Hospital Care.** Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with such inpatient care.

(C) **Absence Plus Treatment.** A period of incapacity of more than **three (3) consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- Treatment **two (2)** or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or

- Treatment by a health care provider on at least **one (1)** occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

(D) **Pregnancy.** Any period of incapacity due to pregnancy or for prenatal care.

(E) **Chronic Conditions Requiring Treatments.** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health provider
- Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- May cause episodic rather than a continuing period of incapacity (e.g, asthma, diabetes, epilepsy, etc).

(F) **Permanent/Long-term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but not be receiving active treatment by, a health provider. Examples include Alzheimer's, a stroke, or the terminal stages of a disease.

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

Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc. are example of conditions that do not meet the definition of a serious health condition and do not qualify for family and medical leave.

Substance abuse may be a serious health condition if the conditions of this term are otherwise met. However, family and medical leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the other hand, absence because of the employee's use of the substance, rather than treatment, does not qualify for family and medical leave.

(H) **Intermittent Leave.** Leave may be taken intermittently or on a reduced hours basis when medically necessary, or to provide care or psychological comfort to an immediate family member with serious health condition. If an employee requests that his or her leave be taken on an intermittent or reduced hours basis, the employer may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

(I) **Spouse's Employed by Same Employer.** A husband and wife who are both employed by the same employer are entitled to take only a combined total of **twelve (12) weeks** of leave during the applicable **twelve (12) month** period if the leave is taken pursuant to reasons above, or to care of the employee's parent with a serious condition.

(J) **Substitution of Paid Leave.** Employees are required to use all available accrued paid leave concurrently with FMLA leave to the extent allowed by the FMLA. Any FMLA leave remaining after all applicable accrued leave has been exhausted will be without pay. Employee's weekly worker's compensation benefits or benefits pursuant to a temporary disability benefit plan may not supplement these benefits with accrued paid leave unless doing so is agreed on by both the employer and the employee.

(K) **Notice.** If the necessity for leave is foreseeable, the employee must notify the employer in advance of his or her intention to take leave, at least **thirty (30) days** before the leave is to begin. If the **thirty (30) day** notice is impracticable, the employee shall provide as much advance notice as is practicable. An employee giving notice of the need for unpaid FMLA leave must explain the reasons for the needed leave so as to allow the employer to determine that the leave qualifies under the

FMLA. Failure to provide notice as required in this paragraph may result in delay of the leave.

(L) **Medical Certification.** All requests for leave for a reason set forth in paragraphs above must be supported by a certification issued by the health care provider of the employee or the health care provider of the employee's son, daughter, spouse, domestic partner or parent, as appropriate.

The employer will provide the certification forms for completion by the health care provider. Use of these forms is required. The employee must provide the certification within **fifteen (15) calendar days** after the employer requests certification, unless it is not practicable under the circumstances to do so despite the employee's diligent, good faith efforts. Where an employee fails to timely provide the required certification, FMLA leave may be delayed or denied.

When the employee provides a certification which is incomplete or insufficient and the employer provides the employee with notice and opportunity to cure the deficiency, the employee will have **seven (7) calendar days** to cure the deficiency with a resubmitted certification.

The employer may obtain clarification and authentication of certifications, and may require recertification and fitness for duty certifications as allowed by federal regulation. **Certifications may also be subject to second and third opinions.**

(M) **Return to Work.** Where practicable under the circumstances, employees will be required to contact their immediate supervisor every **two (2) weeks** to report on the employee's status and intent to return to work. Where a change in circumstances modifies the anticipated duration of the FMLA leave, the employee must provide the employer reasonable notice, within **two (2) business days**, of the changed circumstances where foreseeable. An employee who fails to return to work or contact the employer regarding his or her status following conclusion of FMLA leave will be considered to have voluntarily quit the employment of the conclusion of the FMLA leave.

(N) **FMLA for Military Families.** An eligible employee who is the spouse, domestic partner, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury which was sustained or aggravated in the line of duty on active duty is entitled to up to **twenty-six (26) weeks** of leave in a single **twelve (12) month** period.

(O) **Active Duty Family Leave (Exigency Leave).** Eligible employees are entitled to up to **twelve (12) weeks** of leave because of "any qualifying exigency" arising out of the fact that the spouse, domestic partner, son, daughter, or parent of the employee is a member of any branch of the Armed Forces, including the National Guard or Reserves, and is on active duty in a foreign country or has been notified of an impending call to active duty status in a foreign country. This leave is subject to the same aggregate **twelve (12) weeks** of FMLA leave per rolling year as the traditional forms of FMLA leave.

Both types of military family FMLA leave are subject to certification or other verification requirements.

(P) **General Provisions.** The employer is the sole administrator of this policy and, as such, is the exclusive interpreter of its terms. The employer reserves the right to modify this policy at any time.

All provisions of this policy shall be interpreted consistent with the Family and Medical Leave Act of 1993, as amended.

For further information regarding employee rights and responsibilities under the Family and Medical Leave Act see WHD Publication 1420.

11-3-13 RETURN TO WORK PROGRAM. The Village is committed to providing equal employment opportunities to qualified individuals with disabilities. This includes providing reasonable accommodation where appropriate in order for a qualified individual, whether an applicant for employment or an existing employee, to perform the essential functions of the job in question.

It is the policy of the Village to provide modified or alternate work when appropriate for an employee injured on the job, who is unable to temporarily or permanently return to his/her regular job classification. Regular modified and alternative work will be provided as available and appropriate in full compliance with the Americans with Disabilities Act (ADA).

It is your responsibility to notify the Village if you need an accommodation. We ask that you make any and all such requests to the Village President and in writing. After receiving your request, the

Village will engage in an interactive dialogue with you to determine the precise limitation of your disability

on your ability to perform the essential job duties of your position and explore potential reasonable accommodations that could overcome those limitations.

The Village encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Village is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Village.

RECEIPT AND ACKNOWLEDGMENT

I acknowledge receiving a copy of the Village of Hamel Employee Handbook on the date written below. I agree to read the Handbook, study its contents, and follow its policies and procedures.

I understand and acknowledge that I am employed at will, meaning that I may resign from employment for any reason at any time, with or without cause or notice, and that the Village may terminate my employment for any reason at any time, with or without cause or notice. I understand that this description of my employment relationship with the Village supersedes any earlier oral or written representations or statements that may have been made to me. I also understand that the fact that I am employed at will, cannot be changed by any representative of the Village.

I understand that the Handbook replaces and supersedes any previous employee policies or manuals that I may have received from the Village. I also understand that it is distributed as a guide and summary of the Village’s current policies, procedures, and guidelines, any of which may be changed or revoked by the Village at any time with or without notice to employees.

I understand that neither the Handbook nor any of the Village’s policies or procedures is an express or implied contract.

Employee Signature

Employee Name (Printed)

Date

(Ord. No. 18-04; 02-13-18)