AGENDA COMMITTEE OF THE WHOLE JUNE 13, 2017 2200 Harnish Drive Village Board Room - AGENDA 7:30 P.M.

Trustee Steigert – Chairperson Trustee Sosine Trustee Spella Trustee Jasper Trustee Brehmer Trustee Glogowski President Schmitt

- 1. Roll Call Establish Quorum
- 2. The Village of Algonquin Proclaims June 14, 2017 Gary Chester Day
- 3. **Public Comment Audience Participation** (*Persons wishing to address the Committee on an item on this agenda must register with the Chair prior to roll call.*)
- 4. Community Development
 - A. Consider a Special Event Permit for Founders Days July 27 30, 2017
 - B. Consider an Amended PUD and Final Plat for Glenloch/Waterford of Algonquin
 - C. Consider The Mayors' Monarch Pledge
- 5. General Administration
 - A. Consider Employee Policy Manual Revisions
 - B. Consider Amending the Employee Travel Policy
 - C. Consider an Ordinance Establishing Prevailing Wage Rates for the Village of Algonquin
- 6. **Public Works & Safety**
 - A. Consider the Purchase of a Ford Interceptor in the Amount of \$30,844.00
 - B. Consider a Resolution allowing the use of MFT Funds for the Completion of Engineering of Sleepy Hollow Road in the amount of \$250,000.00
 - C. Consider a Supplemental Resolution allowing the use MFT Funds, for a Portion of the Engineering and Construction Management of Harper Drive in the amount of \$10,379.00
- 7. Executive Session
- 8. Other Business
- 9. **Adjournment**

VILLAGE OF ALGONQUIN PROCLAMATION

GARY CHESTER DAY JUNE 14, 2017

WHEREAS, Community School District 300 along with the Community has had the privileged to have Gary Chester to serve as Director of District Security for the last nine years; and

WHEREAS, Director of District Security Chester has worked closely with all of the Villages' Fire Departments, Police Departments and safety personnel to ensure the safety of District 300's Students and Staff; and

WHEREAS, Due to Director of District Security Chester's diligence each school has double sets of doors in every building and now has a protocol for screening visitors. In addition, the District 300 has a comprehensive emergency plan for every situation including the reunification of students and parents; and,

WHEREAS, Director of District Security Chester was instrumental in developing a no-bully policy, no-gang policy including contracts for students and their parents; and,

WHEREAS, Director of District Security Chester has been an asset to the community and the District Staff and Students he has served over the years; and,

NOW, THEREFORE, be it resolved by John C. Schmitt, Village President of the Village of Algonquin that June 14, 2017 be proclaimed as Gary Chester Day in recognition of his dedicated service to School District 300 and the Community he has served. School District 300 along with the Community wishes Director of District Security Chester all the best in his retirement.

Signed and sealed this <u>13th</u> day of June, 2017 in Algonquin, Illinois.

(seal)	John C. Schmitt Village President	
ATTEST:		
Gerald S. Kautz Village Clerk		



VILLAGE OF ALGONQUIN - MEMORANDUM-

DATE: June 7, 2017

TO: President and Board of Trustees

FROM: Tim Schloneger, Village Manager

SUBJECT: Necessary Approvals for Founders' Days Activities 2017

Based on the latest schedule of events for the 2017 Founders' Days activities (see attached), the following permits and/or fee waivers will be necessary for approval by the Village Board. The attached overview park map is tentative and may have future changes.

- 1. Permit Towne Park to remain open during hours as approved (July 27, 28, 29, 30).
- 2. Permit the carnival, entertainment which includes concerts and musical performances with amplified music, and selling of foods and goods in Towne Park and Riverfront Park pursuant to the Schedule of Events (July 27, 28, 29, 30).
- 3. Permit vehicles in Towne Park subject to Village Staff and Founders' Days President approval (July 27, 28, 29, 30).
- 4. Permit dogs, cats and other domestic pets in Towne Park from one hour before to one hour after the Dog and Cat Show (July 28) and adoptable pets from local shelter in Towne Park (July 27, 28, 29, 30).
- 5. Permit sidewalk sales in the downtown area (July 27, 28, 29, 30), and outside selling of goods on public property by only those vendors approved by the Founders' Days Committee (July 27, 28, 29, 30).
- 6. Permit bicycles in Towne Park from one hour before to one hour after the Bike Decorating Contest on July 27.
- 7. Permit the closure of certain public streets for the Founders' parade on July 29 and a car show on S. Main Street July 30.
- 8. Permit the posting of certain posters and signs designating events, sponsors, routes, or directions related to Founders' Days activities subject to the approval of the Police Chief and the Founders' Days President.
- 9. Permit firework aerial display at dusk on July 30 with approved applications and insurance filed with the Police Chief.
- 10. Permit the Founders' Run(s) be held on certain streets in the Village on July 30 from 8:00 a.m. to 9:30 a.m. as approved by Police Chief and Public Works.
- 11. Permit food vendor trucks to park on the public street area of N. Harrison St. on July 30 during the firework event.
- 12. Allow for temporary tents to be installed upon Village-owned vacant property at the southeast corner of W. Algonquin Road and S. Main Street. (No vehicles will be permitted to be parked within the grass lot(s)).
- 12. Waive the public event license permit fee along with the electrical permit fee and temporary sign permit fee(s).
- 13. Permit the use of public streets for the use of a horse drawn trolley on July 27, July 28 and July 29. (Washington Street to S. Harrison Street)

NOTES: The Special Event Liquor License is subject to the appropriate fees, terms and approval of the Liquor Commissioner. A separate raffle license shall be obtained.

2017

Thursday, July 27th

4:00pm to 6:00pm Carnival for Special Kids

4:00pm to 6:30pm Cardboard Boat Regatta-Riverfront Park

4:30pm to 9:30pm Social Garden Open 5:00pm to 10:00pm Taste of Founders' 5:00pm to 9:00pm Animal Rescues

5:00pm to 9:30pm Designated Driver Program

5:30pm to 10:00pm Carnival for ALL (Wristbands \$25)
6:00pm MAIN STAGE-Bike Decorating Contest

6:00pm BIG TENT-Trivia by Adam 7:00pm to 7:30pm Opening Ceremonies

7:30pm to 9:00pm MAIN STAGE - PIRATES OVER 40

9:30pm Raffle Pull

10:00pm Towne Park Closes

Friday, July 28th

9:00am to 3:00pm Business Expo/Market & Bazaar/Trash & Treasure

9:00am to 9:30pm Animal Rescues

9:00am to 10:00am Dog & Cat Show Registration

10:00am to 12:00pm Dog & Cat Show 10:00am to 3:00pm Children's Games

10:00am to 3:00pm Moonwalk

11:00am to 11:00pm Taste of Founders'
11:00am Bake Off – Registration
12:00pm Bake Off – Judging
12:00pm to 10:30pm Social Garden Open

5:00pm to 10:00pm Designated Driver Program

5:00pm to 6:30pm MAIN STAGE – Algonquin's Got Talent

5:30pm to 10:30pm Carnival (Regular Prices)

7:00pm to 8:30pm MAIN STAGE –Libido Funk Circus
7:00 pm to ? Bags Tournament-Single Elimination
9:00pm to 10:30pm MAIN STAGE – Boy Band Review

10:00pm Raffle Pull

11:00pm Towne Park Closes

Saturday, July 29th

11:00am to 2:00pm "Founders' Sports Spectacular" Parade

1:00pm to 11:00pm Taste of Founders' 1:00pm to 9:45pm Animal Rescues

1:00pm to 6:00pm Carnival (Wristbands \$25) 1:00pm to 10:30pm Social Garden Open

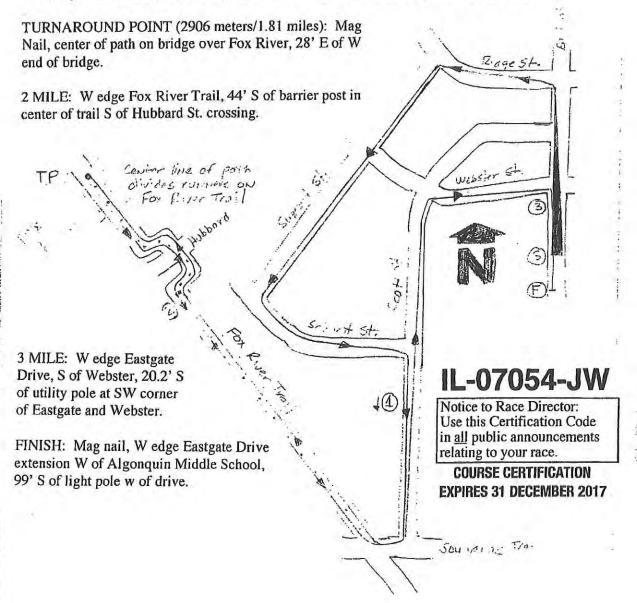
Algonquin, Illinois

Measured by Jay Wight-Hoffman Estates, Illinois- 14 June 2007

Map Not To Scale

START: Mag Nail, W edge, Eastgate Drive extension behind Algonquin Middle School, even with light pole W of drive just N of gate.

1 MILE: W edge Scott Ave., across from driveway to 719, 33' NW of center of "Sanitary Sewer" manhole cover in center of street south of driveways to 719 and 720.



10K

Algonquin, Illinois

Measured by Jay Wight-Hoffman Estates, Illinois 14 and 21 June 2007

Map Not To Scale

START: Mag Nail, W edge, Eastgate Drive extension behind Algonquin Middle School, even with light pole W of drive just N of gate.

1 MILE: Wedge Scott Ave., across from driveway to 719, 33' NW of center of "Sanitary Sewer" manhole cover in center of street south of driveways to 719 and 720.

2 MILE: Wedge Fox River Trail, approximately 1345' N of center post N of Bolz Road crossing.

3 MILE: Wedge Fox River Trail, north of apparently abandoned park road, approximately 597' N of "mile 2" sign on west side of path.

5 KILOMETER: W edge Fox River Trail, south of apparently abandoned park road, 33' N of "mile 2" sign on west side of path.

TURNAROUND POINT (5408 meters/ 3.36 miles): Mag Nail, center of Fox River Trail, approximately 218' N of N edge of bridge N of trail crossing at 18N001.

4 MILE: E edge Fox River Trail, 25' N of bollard along guard rail by gravel parking area off road to east.

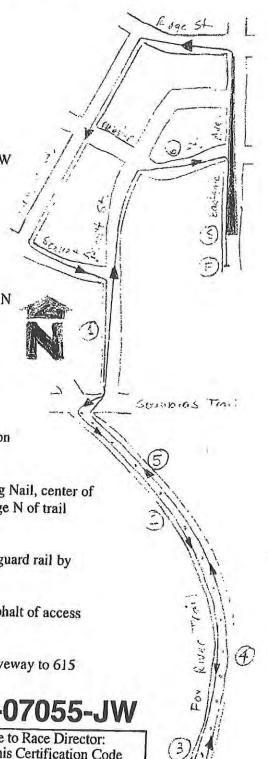
5 MILE: E edge Fox River Trail, 7.5' N of N edge of asphalt of access path between 1610 and 1630 Riverwood Drive.

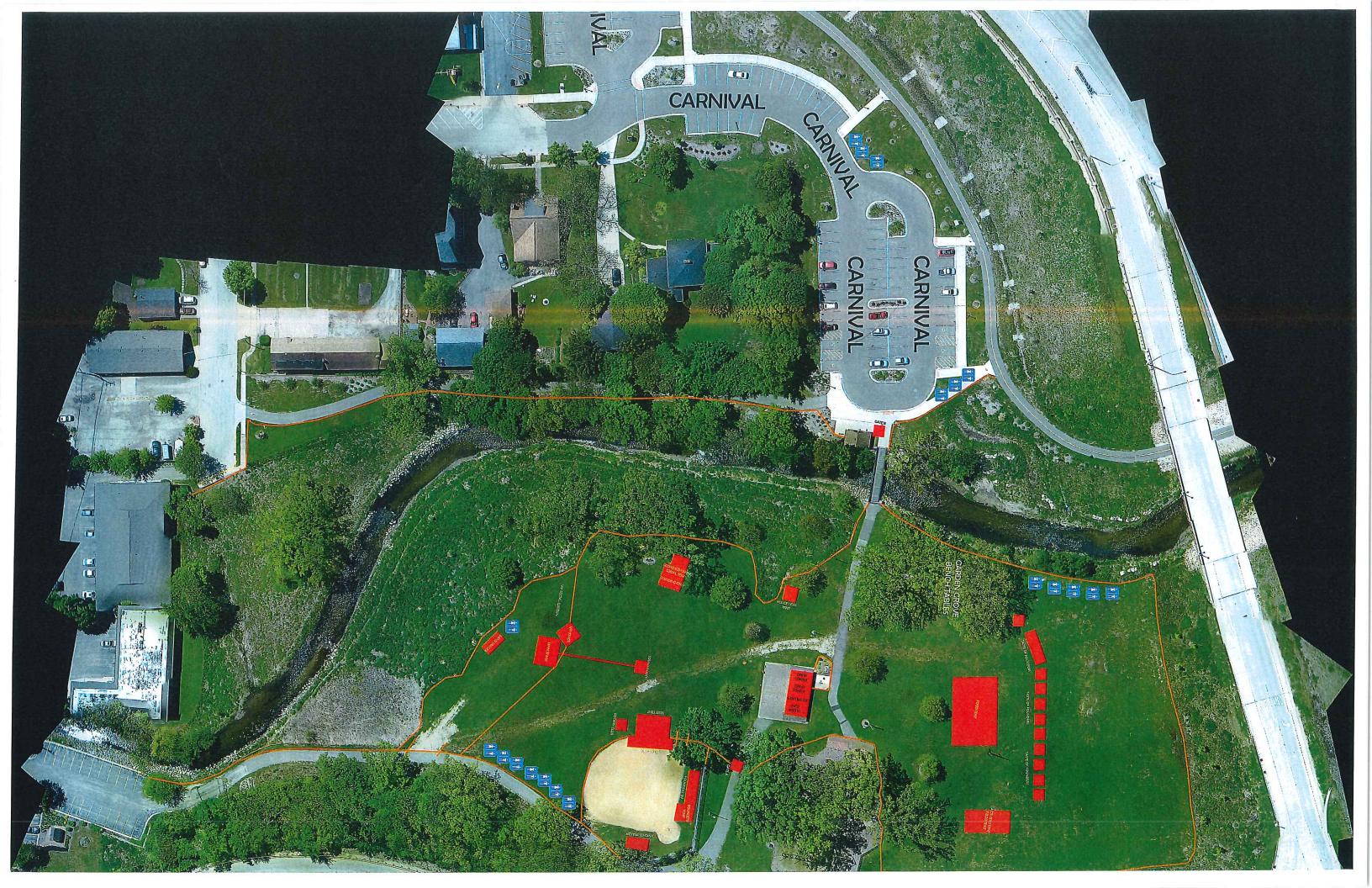
6 MILE: S edge Webster, in front of 614, across from driveway to 615 and 41' NE of fire hydrant just W of driveway to 615.

FINISH: Mag nail, W edge Eastgate Drive extension W of Algonquin Middle School, 99' S of light pole w of drive.

Notice to Race Director: Use this Certification Code in all public announcements relating to your race.

COURSE CERTIFICATION EXPIRES 31 DECEMBER 2017





APPLICATION FOR "EVENT" LIQUOR PERMIT

TO:

The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALLINFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

	address of the applicant is: P.O. Box 101, Algonquin, IL. 60102		
The	name and address of officer or agent for the applicant is:		
_Da	niel R. Barton, 5 Bedford Court, Algonquin, IL 60102		
Α.	The applicant is presently: (Complete all applicable parts)		
	(1) ClassLicensee in the Village; License No		
	(2) Nonprofit organization, registered with the State of Illinois YES		
	(3) Other type of organization: Please specify(i.e., Fraternal, Educational, Civic, Political, Religious)		
	(i.e., Fraternal, Educational, Civic, Folitical, Religious) (4) Provide Illinois Department of Revenue Tax Exempt Number and/ Business Tax Number assigned to your organization		
	36-2898744		
В.	The description and location of premises or place of business which is to operated under the proposed permit:	be	
	Algonquin Founders' Days Festival, Towne Park, Algonquin		
	Social Garden Area- See Attached Map		
C.	The date(s) and hours of operation requested under the proposed permit are:		
	7/27/17 4:30 p.m. to 9:30 p.m. 7/30/2017 12:00 p.m. to 5:30p.m		
	7/28/17 12:00 p.m. to 10:30 p.m.		



BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person

		point of liquor sales at all times for the duration of the event. SSETT Certificate: <u>Daniel R. Barton</u>			
Photoc applica	•	ate of completion of a BASSET program shall be included with the			
6.	The applicant hereby files <u>Certificates of Insurance</u> , certifying that the applicant has in force and effect insurance as follows:				
		Liability Insurance of not less than \$1,000,000.00 per occurrence 2,000,000.00 annual aggregate and;			
		ral Liability Insurance in an amount not less than 0,000.00 per occurrence and \$2,000,000.00 annual gate.			
	The Insurance Certi	cates must name the Village of Algonquin as Additional Insured.			
	"Host Insurance" sha	III not satisfy the requester defined above.			
7.		th submits the appropriate permit fee, in the amount of:, as set forth in the Liquor Control and Liquor Licensing age of Algonquin.			
The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.					
		Applicant: <u>Algonquin Founders' Days Festival Committ</u> ee,	Inc		
		Signed By:			
		Officer or Agent: <u>Daniel R. Barton, President Founders' Committ</u> ee			
		Daytime Phone: <u>847-366-6262</u>			
		Extension: N/A			
Subso	cribed and Sworn to befo	re me this	_		
Му С	commission expires	December 2, 2019.			
SEAL	_ KATHI Notary Pu	ICIAL SEAL" EEN STEMPLE blic - State of Illinois expires December 02, 2019			

ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 4/28/2016 Expires: 4/28/2019
Trainer's IL Liquor License Number: 5A-0110606

DAN BARTON
5 BEDFORD CT.
ALGONQUIN IL 60102

Card is not transferrable



VILLAGE OF ALGONQUIN

COMMUNITY DEVELOPMENT DEPARTMENT

- M E M O R A N D U M -

DATE: May 18, 2017

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: Glenloch PUD Amendment and Final Plat of Resubdivision Request

Introduction

Bill Robinson, on behalf of CalAtlantic Homes (formerly Ryland Homes) and CityView Algonquin Shores 166, has petitioned for approval of a PUD Amendment for the Glenloch/Waterford of Algonquin Subdivision. The requested changes include the following:

- Conversion of the townhomes to single family detached homes on "Flex Lots";
- Addition of age restriction (55+) onto the new single family lots, following the remainder of the subdivision;
- Elimination of the affordable condo building at the south end of Indigo Drive;
- Relocation of the community building from the north end of Mahogany Drive to the northeast corner of Magenta Lane and Sable Lane;
- Waiver of future building code requirement for residential sprinklers, in exchange for addition of a sprinkler head in the furnace room and garage or kitchen.

This subdivision was approved as an age-restricted (55+) development with all yard and landscaping maintenance provided by the Owners Association. This remains part of the subdivision even under this new proposal by CalAtlantic.

Background

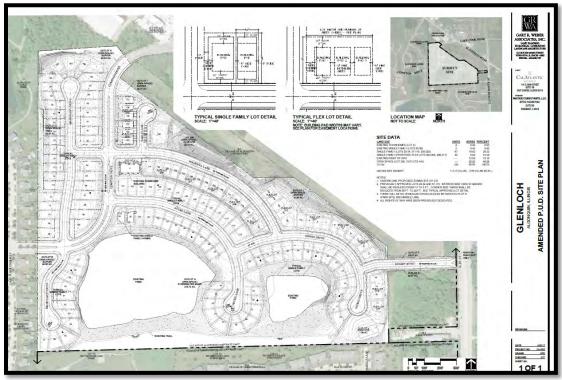
The subject property has gone through a series of changes and zoning amendments. The land was originally annexed and zoned in 1991 for mining purposes. In 2003, the property was rezoned to R-3 residential and a PUD approved for the "Indian Lakes" subdivision. After the property changed hands several times, Windsor Development purchased the property and the "Auburn Lakes" project was approved in 2005. At that time, the project was entirely age-restricted (persons 55 years of age and older), due to capacity constraints in the School District, and a requirement for the affordable condo building was added for compliance with the Illinois Affordable Housing Act. The project had 203 units, consisting of 115 single family detached homes, 18 condos, and 70 townhomes.

In 2007 the Final Plat was recorded with the project name changed to "Waterford of Algonquin", and later the developer changed the name to "Glenloch of Algonquin". In 2010, a PUD Amendment was approved to eliminate the age restriction on the townhomes, with the hope that a broader market would attract more buyers to generate interest in the property without adding additional burdens on the school

district. Despite the considerable development work that was completed and the efforts made to market the property, development stalled in 2011 and the project was put on hold by the developer's capital partner, CityView. Two model homes, and one 4-unit model townhome, were constructed. It is the developer's intent to keep those models and sell them.



Above: The approved 2007 plan Below: The proposed amended plan



Discussion of Developer-Requested Amendments

The proposed amendments include the following items, which are addressed below.

Conversion of Townhomes to Age Restricted Single Family Detached Homes

There is currently a very limited market for townhomes, so CalAtlantic has petitioned to convert the townhome lots into lots for single family detached homes. That results in a reduction of about 40 units overall, depending upon the final layout, and Staff supports this change. In addition, the new single family units would be age restricted, so there is no new or additional impact on the School District, the entire project would become a senior living community. Staff supports this change.

A unique approach is the proposed "Flex Lots". The concept is that the building pad planned for a 4-unit townhome would be resubdivided to provide for 3 single family homes, with the lot lines drawn after the units are sold. The developer is requesting flex lots because they offer a variety of models, with widths ranging from 35 feet to 50 feet, and the lot lines would vary depending upon the model sold with each building pad.

While Staff is willing to allow flexibility, this approach is problematic for a number of standpoints, the least of which is tracking an ongoing series of resubdivision plats and changing property index numbers. It also creates potential problems with sequential lot numbering, assuring that the resubdivision plats get recorded, and the issue of processing reviews and approvals of those plats. By Village code, each of those resubdivisions would have to come through the Planning and Zoning Commission and Village Board for approval, which is time consuming and could rapidly become tedious.

An elegant solution is to plat all three lots on the individual flex lots at once. Each building lot already has a proposed building pad that outlines the maximum house envelope, as shown on the final engineering plan. By simply platting the three pads per outlot with the first unit, the developer would know which models fit each lot, which is limited by the engineering, and would not need to follow through with a series of resubdivisions. Staff supports this approach and recommends the Committee and Board approve administrative review and processing of these resubdivision plats, as outlined in the recommended conditions of approval.

Elimination of the Affordable Condominium Building

CalAtlantic is a national homebuilder, but does not build multi-story multiple family buildings, and does not build affordable housing. These elements are outside the firm's experience, and CalAtlantic has offered to pay cash in lieu of constructing the affordable condo units, and dedicate the land to the Village.

The location of the affordable condo building, at the south end of Indigo Drive, is the location of an essential water main extension project currently planned by the Village. This water main extension would interconnect Algonquin's water system with the Carpentersville water system. This interconnect allows Algonquin to supply water to Carpentersville, if there is any emergency situation where Carpentersville is short of water supply (severe storms, water system maintenance, etc.). Inversely, Carpentersville can supply Algonquin water if the Village were to experience similar problems.

Because it is far more efficient for the developer to construct this interconnect while building the other infrastructure improvements, Staff have negotiated that the developer pays for this water main construction instead of providing cash in lieu of the affordable housing units.

Because the affordable condos will not be constructed, the foundation should be removed as part of the site improvements, regardless of the future use of the property.

As far as the land dedication, the Village's only interest is in obtaining a water main easement for the water interconnect with Carpentersville. Instead of deeding the land to the Village, Staff recommends that the developer either plat a couple more single family lots, or add the open space to the remaining common areas of the subdivision (or a combination of both).

Relocation of Community Building/Clubhouse

The original plan for Glenloch placed the Community Building at the north end of Mahogany Drive. The intent was create a high level of visibility for traffic entering the site. The downside is that the community center is then quite a distance from the remainder of the subdivision.

The proposed new location eliminates one townhome pad, and places the Community Building in a more central location, adjacent to a large area of open space. The large community center site at the north end of Mahogany would be replatted for three additional single family home lots. Staff supports this change, as it makes the community center more accessible to the majority of the subdivision, and four townhomes are being replaced by three single family lots.

As part of the original plan, a water main looping connection between the north end of Mahogany and Compton Drive was part of the site improvements for the community center. This has been appropriately redesigned as part of the replatting of the three new lots at the north end of Mahogany.

The developer is showing on-street perpendicular parking for the clubhouse. This is not allowed by Village code, and discouraged by Public Works. The developer has only provided a draft building elevation and layout concept, with no details on the building materials nor the amenity nor landscaping package that will accompany the new community center. The original clubhouse plan included a pool and substantial park-like amenities. Staff recommends that those details be submitted for Staff review and recommendations.

Future Building Code Amendment/Waivers

The Developer was requesting that the Village allow build out of the subdivision under the existing building codes, even if more stringent codes were adopted partially through the project. In particular CalAtlantic's concern is that the newer editions of the building codes will require residential sprinkler systems, which adds to the cost of the housing and is not in their pro-forma for this project. While Staff supports the code requirements, it is unknown exactly when the new code series will be adopted, so there is value in meeting the developer halfway.

Staff and the developer have worked out an agreement where, in lieu of a full-house sprinkler requirement at some point in the future, the developer will provide a sprinkler head in each, the furnace room and the garage (or kitchen), for every new home in the subdivision. That is an improvement over the current building code requirements, with a nod toward "grandfathering" the project if an updated code is adopted in the near future.

The Letter of Awareness should be amended to include language so the homeowner recognizes the importance of these sprinkler heads and proper maintenance of that system.

Discussion of other Staff Comments and Concerns

Setbacks

The front yard setbacks for this subdivision are platted at thirty feet (30') even for the townhomes. The new lots are showing a variety of front yard setbacks starting at as little as twenty feet (20'). The Village standard has been thirty feet and staff does not recommend varying from that requirement.

Other

Final versions of the material specifications, color palletes, typical foundation planting plans and other details, still need to be provided and reviewed by Staff. Additionally, some anti-monotony provisions should be added as many of the front elevations are very similar.

Outlot C provided for a future path connection from Mahogany to Algonquin Lakes Park at the northwest corner of the property. This connection is no longer necessary and should be eliminated, with the outlot re-platted as part of the adjacent lots.

Outlots F and G are clearly spite strips that should not have been recorded on the original plat. These should be dedicated to the Village as Russett Road right-of-way.

Any updates to the covenants and/or Letter of Awareness need to be reviewed and approved by the Village prior to recording the final plat.

A number of other platting and engineering amendments are found in the accompanying reviews by Public Works and the Village Engineer.

Recommendation

The Planning and Zoning Commission held a public hearing on this request and unanimously recommended approval of the PUD Amendment and Revised Final Plat of Subdivision with the conditions listed below. Staff will continue to work with the developer to ensure that the final plans address Village requirements. Committee of the Whole concurrence to move this forward for Board approval, subject to the following conditions, is recommended.

- 1. That all offsite and onsite utilities serving the Subject Property shall be underground and that site construction, utility installation and grading shall not commence until the Final Plat of Subdivision, Final Engineering Plan and Final Planned Development plan have been approved by the Village Board and recorded with the County, and appropriate surety for the subdivision improvements provided.
- 2. The Landscape Plans prepared by Gary R. Weber Associates, with the latest revision date of April 7, 2017, shall be revised to address the comments contained in the April 26, 2017 memorandum from the Public Works Department and the May 2, 2017 letter from Christopher Burke Engineering. There shall be landscaping around the monument signs that shall include plants that will be attractive in all seasons. A permit is required for installation of the monument signs. A more detailed plan shall be provided for the community center, and a typical foundation planting plan should be provided with the building elevations.
- 3. Engineering Plans, as prepared by Mackie Consultants, with the latest revision

date of March 10, 2017 shall be revised to incorporate comments from the April 26, 2017 memorandum from the Public Works Department and the May 2, 2017 letter from Christopher Burke Engineering. The final engineering and site improvements shall include the water main looping at the north end of Mahogany Drive, the water main interconnection at the south end of Indigo (Lot 19), and the removal of the foundation on Lot 19. No on-street perpendicular parking shall be allowed at the community center.

- 4. Architectural elevations, product samples, color palletes, landscaping plans and a draft anti-monotony provisions shall be provided for the Community Center and the proposed model homes. All buildings shall follow the material specifications set forth in the original PUD. In lieu of future building code requirements for whole house fire sprinkler systems, all homes constructed after this approval shall be provided with a minimum of one sprinkler head in the furnace room and one in the garage or kitchen. Sprinklers shall comply with IRC and Fire Code requirements. The LOA shall be revised to include notice of the sprinklers installed in the dwellings.
- 5. The Final Plat of Subdivision as prepared by Mackie Consultants LLC, with the latest revision date of April 7, 2017, shall be revised to address comments from the April 26, 2017 memorandum from the Public Works Department, the May 2, 2017 letter from Christopher Burke Engineering, and the comments herein. All lots shall be cleanly subdivided in one recorded document for the revised project. The setbacks shall be correctly shown on the plat, with a detail of typical setbacks added. The front yard setbacks shall not be less than thirty feet (30') on the existing single family lots, and not less than twenty-five feet on the replatted townhome "Flex Lots" and Lot 19. Side lots shall not be less than five and a half feet for all lots. Outlot C shall be combined with the adjacent single family lots, and Outlots F and G shall be dedicated to the Village as right of way. Lot 19 shall not be dedicated to the Village for park land, but an easement shall be provided for the water main extension to the south property line. Lot 19 may also be resubdivided for additional single family home lots, or added to the private park land, or a combination of both. Prior to any construction on a "Flex Lot", a Permit Plat and a Plat of Resubdivision shall be provided the Staff for review, approval, and recording, prior to issuance of any building permit on that lot; no lot shall be transferred by "metes and bounds" description.
- 6. The revised draft Letter of Awareness and any revisions to the Covenants shall be submitted for staff review and approval prior to recording of the final plat.

Attached: Staff reviews, Developer Submittal Package, PZC Minutes (DRAFT)



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: Wednesday, April 26, 2017

TO: Russ Farnum (VoA) FROM: Shawn M. Hurtig

SUBJECT: Public Works Review # 1 – 60% Submittal

Glenloch Re-subdivision (CD2017-04)

Please find below the Village of Algonquin comments, concerns, and issues regarding the subject project.

Plan Review Comments:

PAGE ISSUE

Plat Lot 19 is now shown as land being dedicated to the Village. Public Works

> believes this lot can be further subdivided and utilized by the developer as long as at a minimum a 20 foot easement is provided. At a minimum should the lot remain in its current configuration the lot shall be noted as an outlot that is the responsibility of the HOA. The outlot shall have the necessary watermain

easement provided.

Plat The updated plat has a page for vacated land rights. I am a bit concerned about

> outlot E having the temporary construction easements vacated in order to build the walls and make appropriate grade transitions. I can understand them being

updated, but they are not shown on the final plat of survey.

Plat Lot 202 and 86 have a combined 15 foot easement for the WM loop from

Compton, this shall be increased to a 20 foot wide easement

Plat Final Plat to include all professional land surveyor information

Plat It is recommended that Outlot "C" be removed and adjacent lots absorb the outlot

land. The path in this outlot is not a pertinent or necessary link in the Village

system.

Plat Please make note that all outlots are to be owned and maintained by the HOA.

This includes all amenities on these lots (multi-use path, outlooks, benches,

restoration, etc...)

Misc. Within the last few years the Village of Algonquin was contacted by the Village

> of Carpentersville to work on a path connection between the existing trail on Outlot A and the existing trail in Silverstone Lakes Park. However, as the Village of Algonquin is not the owner of outlot A or the path on the outlot, the work did not proceed. Carpentersville has already designed this path connection, thus it might be worth contacting them to negotiate this installation as part of the developments improvements. Adding this path connection from the subdivision

to the park would be a nice amenity for the residents of Glenloch.

Misc.

Please provide a traffic management signage plan (trucks exiting entering, construction entrance ahead, etc..) for Compton Drive. Please note that "No Construction" traffic is to use Compton Drive south of site.

Civil Pg 2

The Village is requesting the use of our low air void surface mix design (specification attached)

Misc.

Since the original acceptance of this project the Village has updated the ADA crosswalk standard. As part of that standard we have attempted to mitigate the number of crossings needed within subdivisions. Considering that information the Village recommends that only the following crosswalk locations be included

Russet @ IL Rt 25 = provide crossing of Russet

Russet @ Indigo = provide crossing of Russet & south leg of Indigo

Indigo @ Magenta = provide crossing of Magenta

Indigo @ Azure = provide crossing of Indigo & south leg of Azure

Azure @ Compton = provide crossing of Azure Compton @ Mahogany = provide all way crossing Mahogany @ Magenta = provide crossing of Magenta Compton @ Magenta = provide all way crossing

Magenta @ Sable = provide crossing of Sable and east leg of Magenta

Misc.

Please find attached the Village work flow for ADA design. Please ensure that you follow this guideline to provide the necessary details on the project plan documents to stay in conformance with ADA standards.

Civil Misc.

Please indicate the removal of the old construction gate at the south end of Compton (at property line of project)

Civil

General notes shall indicated that standards shall also be in conformance with the Village of Algonquin

Misc.

It should be noted that the current field condition of the binder is in question. There has been significant biological growth between the curb and pavement which has led to deterioration of the binder at this interface. This combined with the likely abuse from the open cutting of some of roadway for utility removals and installs as well as the plethora of traffic will likely lead to a failure of the binder. As such the engineers estimate for the project should include most if not all of the binder being rehabilitated and or removed and replaced. It is the Village standard that the binder be reviewed at 80% build out of the project lots and that should 50% or greater of the binder be in a deteriorated condition that the entire binder shall be rehabilitated.

Civil

The private utility contact list is out of date, please remove

Civil Pg 4

The typical lot exhibit detail shall indicate that the sump discharge shall be piped directly to a storm sewer structure. It is not permitted that they discharge to grade unless the grade runs directly into a detention facility. Also indicate that each lot shall have a sanitary sewer service clean out located within 10 feet of the building.

Civil Pg 6 There is a street light on Sable Lane that is noted to remain, however the symbol is "X" out. Civil & Plat Lots 224-215 have a 15 foot rear yard PUE indicated, however the existing storm sewer is beyond the planned easement. Please either alter the alignment of this storm sewer or amend the plat to have an easement that covers this condition Civil Pg 11 The sanitary service for lot 202 must wye into the main, it cannot connect into a manhole Civil Pg 11 The location of the water service at lot 202 is currently shown in a side yard easement, it is requested this service come off the main in the front yard easement Civil Pg 11 The monument sign must not encroach within 10 feet of the proposed watermain. Please have proper clearance provided Civil 11&12 The project shall not have any on-street parking stalls (such as those in Sable Court for the Clubhouse). This is due to winter maintenance concerns and ongoing maintenance of pavement markings, signage, etc.. If parking is necessary for the clubhouse it shall be constructed as a standalone parking lot on private property (Lot 205) Civil Misc. Indicate sump pump connection lines for lots 138-143 & 5-13 Civil Misc. There are several occasions that it appears that sump connection lines will cross over adjacent property lines outside of the easement. The following lots have been identified as concerns 5, 7, 12, 117, 119, 125, & 130. Civil Pg 13 Indicate a sanitary service connection for lot 117 Civil Misc. Please indicate (symboloize or note) that Class D patching and curb replacement is necessary for all utility work that crosses the existing roadway. Civil Misc. Please find attached a foundation elevation analysis worksheet. The Village has identified the following adjacent lots that are in excess of the max 7% foundation elevation difference and do not indicate home design alterations. Lots 117 & 116, Lots 5 & 6, Lots 7 & 8, Lots 143 & 5, Lots 8 & 9, Lots 12 & 13, Lots 17 & 18. Civil Misc. The Village requires a detailed cross section of overland flood route drainage swales that run between homes. This is the case between lots 142 & 143 and lots 16 & 17. Please provide detail and associated flow information. Landscape The Village ran its analysis of tree diversity and found that the 10% species rule was exceeded on the London Planetree and Smoothleaf Elm. It is requested at least 4 of each of these species are replaced with other village approved shade trees, that are not currently on the proejct. Landscape The native areas of the project have been overrun by invasives. While the plan does indicated (in Note 2) that invasives shall be removed, it is likely that a full herbiciding of the existing vegetation in the native areas will be required. The Village recommends that you follow the attached native restoration standards 60% Submittal Comments (Staff) (Slope Protection Construction, Native Seeding Soil Preparation, and Native Seeding) for the rehabilitation of the native spaces. (attached)

Landscape Native restoration areas should only contain Oak varieties of trees (due to their

tolerance to conducting maintenance burns on native spaces). All trees that are

not of the Oak variety shall switched and or removed from the native area.

Landscape No shrubs or perennial plantings shall be installed in the native seed zones (due to

maintenance burns of native spaces). Thus it is necessary to remove the detailed

plantings around the seating areas as well as shrubs along the path.

Landscape It should be noted that Native restoration areas require a 3 year maintenance and

> monitoring period (see attached Native Planting Maintenance & Monitoring). The Village requires that a separate escrow (from the site plan LOC) be setup for the 3 year payment of the management of these spaces. Therefore, please clearly

denote this native management fee on the engineers estimate.

Cc: Project File (listed in footer)

Attachments: Various



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 2, 2017

Village of Algonquin 2200 Harnish Drive Algonquin, IL 60102

Attention:

Russell Farnum, Community Development Director

Subject:

Glenloch Residential Subdivision - FIRST REVIEW

Algonquin Case No. 2017-TBD (CBBEL Project No. 070272.0005A)

Dear Russell:

We have reviewed the following documents related to this project:

- Final Engineering Plans prepared by Mackie Consultants, LLC bearing a revision date of April 7, 2017
- Plat of Subdivision prepared by Mackie Consultants, LLC bearing a revision date of April 7, 2017
- Addendum to the Stormwater Management Report prepared by Mackie Consultants, LLC bearing a revision date of April 7, 20170
- Amended P.U.D. Site Plan prepared by Gary R. Weber Associates, Incorporated bearing a revision date of April 5, 2017
- Landscape Plan prepared by Gary R. Weber Associates, Incorporated bearing a revision date of April 5, 2017
- Transmittal Letter prepared by Mackie Consultants, LLC dated April 7, 2017

The following comments shall be addressed before Christopher B. Burke Engineering, Ltd. can recommend acceptance to the Village:

FINAL ENGINEERING PLANS

Sheet 2

- 1. The bedding material listed in SANITARY SEWER Note 3 shall be revised to conform to the TRENCH SECTION DETAIL on sheet 29.
- 2. The numbering of the first SANITARY SEWER note shall be revised to "1" versus "D1".

1

3. The text of STORM SEWER should be revised to delete the text specifying Class III pipe as it conflicts with the next sentence. Also, the text allowing the use of mastic pipe joints should be deleted.

Sheet 4

4. The front yard setback of 20' noted in the TYPICAL LOT EXHIBIT is not consistent with the information provided on the Amended P.U.D. Site Plan. The engineer shall coordinate the documents and revise them as required.

Sheet 5

5. Note 12 of the TYPICAL UTILITY LAYOUT AND SERVICE CONNECTIONS detail should be revised to correct the spelling of the word "to".

Sheet 6

6. The existing streetlight at the north end of Sable Lane is "X-d" out for removal, but is noted to remain. The engineer shall clarify the design intent and revise the plan sheet accordingly (typical to sheets 6 and 7).

Sheet 11

- 7. The reference to see sheet 21 in the SANITARY SEWER PROFILE should be changes to sheet 22.
- 8. The locations of the sump pump connections for all proposed units shall be depicted on the plan sheet (as already noted for lots 200-202). It may be necessary to run additional rear yard storm sewers to collect the sump pump discharges (typical to sheets 11 thru 15).
- 9. The note regarding the discharge of sump pumps at grade shall be deleted from the plan sheet (typical to sheets 11 thru 15).

Sheet 14

10. The proposed water service for lot 8 should be shifted to the east to avoid being under the footprint of the proposed driveway while maintaining the required 10-foot separation from the proposed sanitary lateral.

Sheet 15

- 11. The existing inlet in the rear yard of lot 16 where the proposed storm sewer connection is made should be replaced with a 5-foot diameter manhole given the diameters of the pipelines and their relative orientations to each other.
- 12. It is our understanding that the Village wishes to make a water system interconnection with the Carpentersville system along Marble Lane. It is our further understanding that the connection has been designed. The plans should be revised to include this watermain connection and delete the note stating that it will be constructed by others. The routing of the extension shall be coordinated with the Algonquin Department of Public Works.

<u>Sheet 16</u>

- 13. The existing vegetation has overgrown the parkways of the development and is now beginning to grow within the gap between the gutter and pavement. A note shall be added stating that all vegetation shall be removed prior to the placement of the final bituminous lift to the satisfaction of the Village (typical to sheets 16 thru 20).
- 14. A note shall be added stating that the existing bituminous base shall be inspected by the Village prior to the installation of the bituminous surface and all areas of defective base shall be removed and replaced at sole discretion of the Village (typical to sheets 16 thru 20).
- 15. The proposed contours along the common property lines of new lot 200 and existing lot 85 do not close upon the existing contours.
- The proposed elevation 847 contour does not close properly on lot 137.
- 17. The 847.4 spot elevation along the lot 136/135 property line should be lowered to 847.2 to promote better drainage.

Sheet 17

- 18. The T/F for lot 136 should be dropped to 849.90 to be compliant with section 22.06(C)(1) of the Village Code.
- 19. The T/F for lot 134 should be increased to 847.50 to be compliant with section 22.06(C)(1) of the Village Code.

Sheet 18

20. The T/F for lot 121 should be dropped to 843.50 to be compliant with section 22.06(C)(1) of the Village Code.

- 21. The T/F for lot 118 should be increased to 841.90 to be compliant with section 22.06(C)(1) of the Village Code.
- 22. The T/F's for lots 143 and 5 thru 13 will need to be revised to be compliant with section 22.06(C)(1) of the Village Code (typical to sheets 17 thru 18).
- 23. The section of proposed sidewalk along Magenta Lane north of lot 138 is too steep per ADA standards where proposed elevation contours 845 thru 841 tie into it.

Sheet 19

24. The leader arrows for the retaining wall notes do not terminate at depicted the retaining walls.

Sheet 20

25. The T/F for lot 18 should be dropped to 851.50 to be compliant with section 22.06(C)(1) of the Village Code.

Sheet 21

26. A schedule of construction milestones and approximate dates shall be added to the plan sheet.

Sheet 23

27. The leader arrow for the double row of silt fence note does not terminate at the depicted silt fences.

Sheet 25

28. The detention pond depicted on the plan sheet is existing and noted to not be disturbed by the proposed construction. Additional measures should be added at the existing storm sewer discharge points to the ponds to trap any silt or debris that may get past the inlet filter bags placed in the existing storm sewer structures (typical to sheets 25 thru 26).

Sheet 26

29. The plan sheet notes the construction entrance to be placed onto the Russet Road pavement. The Russet Road-Route 25 entrance is a RIRO. It seems more likely that construction traffic will use Compton Drive as it has full access at Algonquin Road due to the traffic signal. The Village will need to provide direction

to the developer as to the allowable use of Compton Drive and what protection measures it will require there.

PLAT OF SUBDIVISION

Sheet 1

- 30. The text of notes 1 and 2 should be revised to delete any language that could be construed as "vacating lots", as this is unnecessary as the legal description notes that as being a resubdivision of various lots and outlots.
- 31. We recommend that all notes related to the vacation of easements be placed in a separate column of notes such as "VACATION NOTES".
- 32. The boldness of the text for the numbers and names for the existing lots and outlots should be toned downs. The outside boundary lines and the metes & bounds numbers can be left as is.
- 33. The north line of outlot D is a section line (per the Algonquin Shores plat) and should be labeled accordingly.

Sheet 2

- 34. The symbol used for degrees in the bearings on the plan sheet is a (^) versus a circle (typical to sheets 2 and 3).
- 35. The proposed lot subdivisions do not correspond to the lot numbers found in the engineering plans. It is our understanding that the developer wishes to have the flexibility to subdivide these larger lots in the future to place various sized units on them to compensate for the fact that they are not of uniform size. The developer should provide a narrative as to how the subdivision process of these larger lots will be managed so that the required utility easements can be dedicated to the Village and the lots can be closed upon by the potential buyers (typical to sheets 2 and 3).

LANDSCAPE PLANS

36. The existing ponds have been in place for almost a decade with an unknown level of maintenance. The Village staff should inspect the pond and note any defects that are present. If any are found, the required remedial work should be added to the landscape plans.

STORMWATER COMMENTS

37. The engineer states in the Stormwater Management Report that no additional detention or retention volume is required as the amount of constructed impervious surface will be the same or less with the requested changes. The engineer will need to provide calculations verifying this statement based upon the housing mix and models proposed by the developer during the final engineering process.

OUTSIDE PERMITTING AGENCIES

38. A permit will be required from the IEPA for the site disturbance associated with this project. **NO RESPONSE REQUIRED**

GENERAL COMMENTS

39. As noted on the various plan sheets, the proposed retaining walls over 3.9 feet in height shall be designed and sealed by a structural engineer. The final engineering submittal shall include sealed plans and structural calculations.

We hereby acknowledge that Christopher B. Burke Engineering, Ltd. and Mackie Consultants, LLC has common ownership.

Sincerely,

Paul R. Bourke, PE CFM

Assistant Head, Municipal Department

Michael E. Kerr, PE

Executive Vice President



ELEVATION A

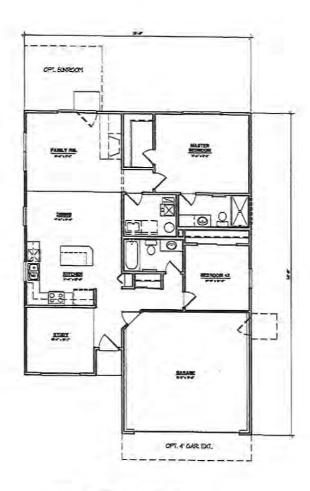


ELEVATION B



ELEVATION C

BENNETGLENLOCH



1ST FLOOR PLAN 1224 SF. BENNETT

GLENLOCH



ELEVATION A



ELEVATION B



ELEVATION C



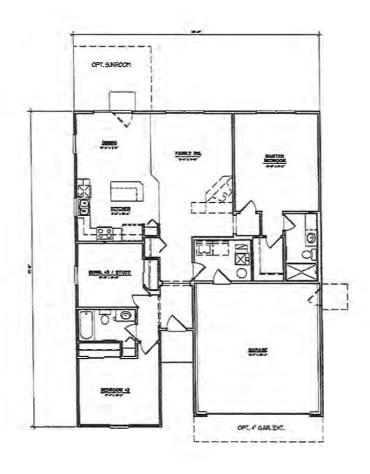
ELEVATION A



ELEVATION B



FLORENCE GLENLOCH



1ST FLOOR PLAN 1342 SF. FLORENCE

GLENLOCH



ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION A

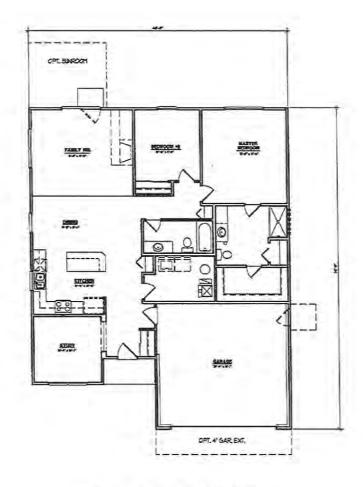


ELEVATION B



ELEVATION C

NAPA GLENLOCH



1ST FLOOR PLAN 1428 SF. NAPA

GLENLOCH



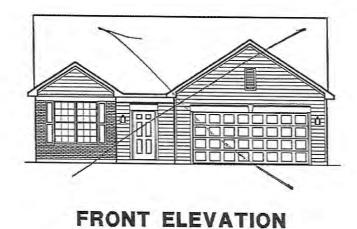
ELEVATION A

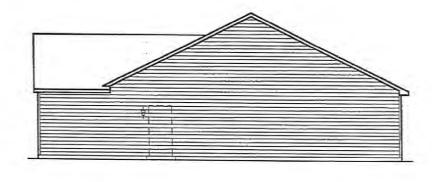


ELEVATION B

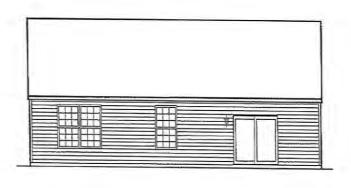


ELEVATION C

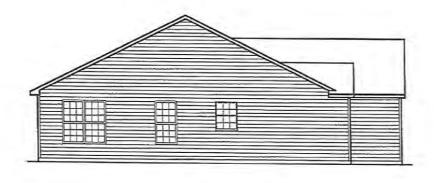




RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

1428 SF



ELEVATION A



ELEVATION B



ELEVATION C

RUTHERFORD GLENLOCH



1ST FLOOR PLAN 1649 SF. RUTHERFORD

GLENLOCH



ELEVATION A



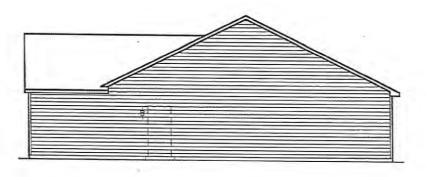
ELEVATION B



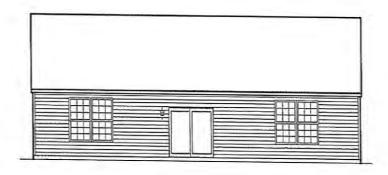
ELEVATION C



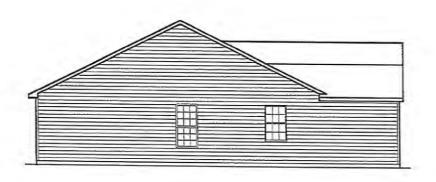
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

1649 SF



ELEVATION A



ELEVATION B



ELEVATION C





1ST FLOOR PLAN 1792 SF. SIENA

GLENLOCH



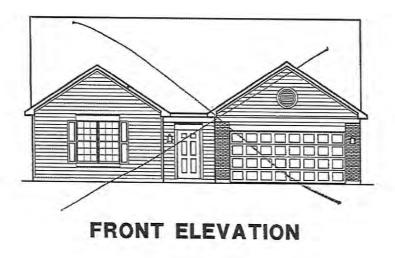
ELEVATION A

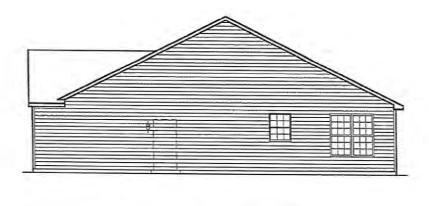


ELEVATION B

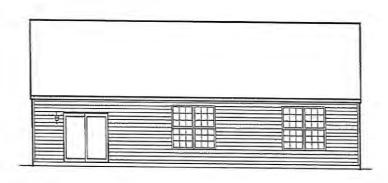


ELEVATION C

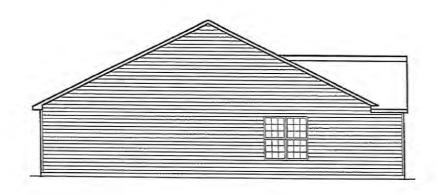




RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

1792 SF



ELEVATION A

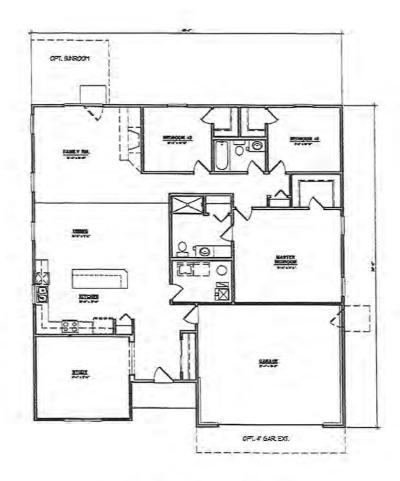


ELEVATION B



ELEVATION C





1ST FLOOR PLAN 1880 SF. SONOMA

GLENLOCH



ELEVATION A



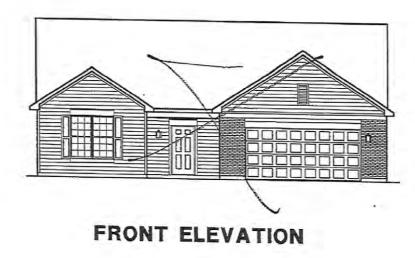
ELEVATION B

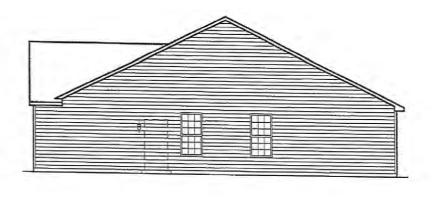


ELEVATION C

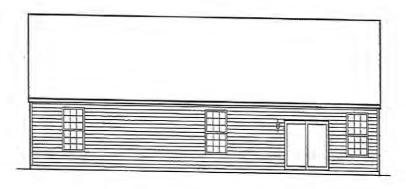
6-01-16

NUTE IZ" EAVES ALL 4 SIDES

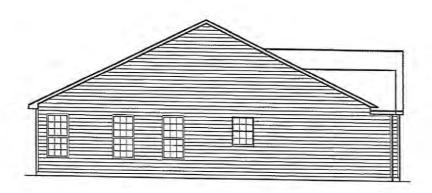




RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

188Ø SF

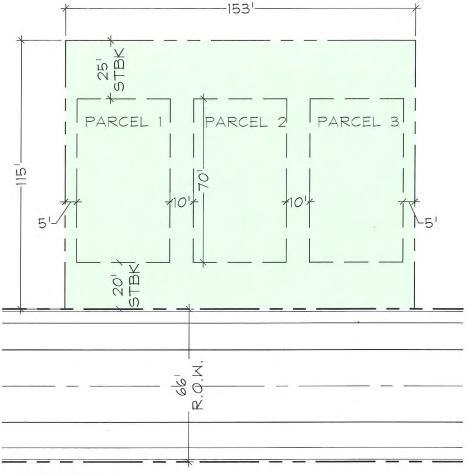


EXHIBIT A

3 UNIT FLEX LOT AS PLATTED.

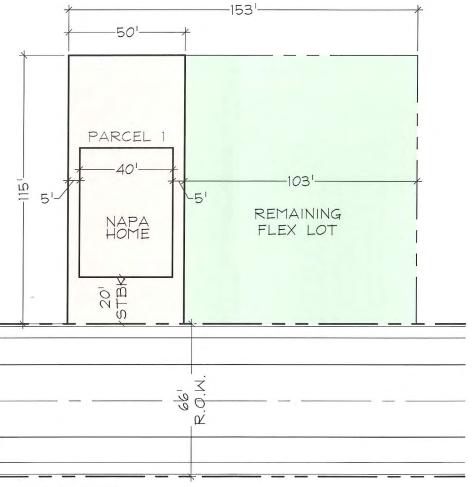


EXHIBIT B

ONE UNIT IS BUILT, REMAINDER OF LOT REMAINS FLEXIBLE.

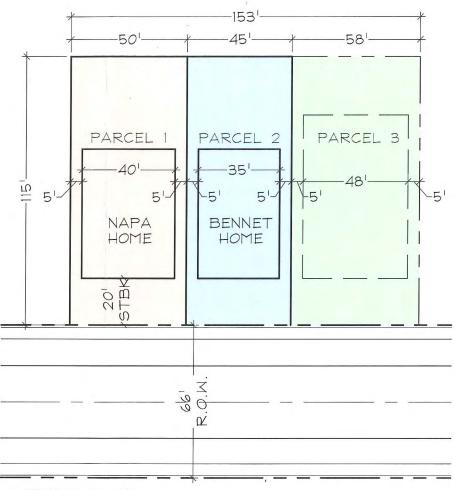
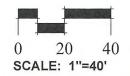


EXHIBIT C

SECOND UNIT IS BUILT, REMAINDER RESERVED FOR FINAL UNIT TYPE.





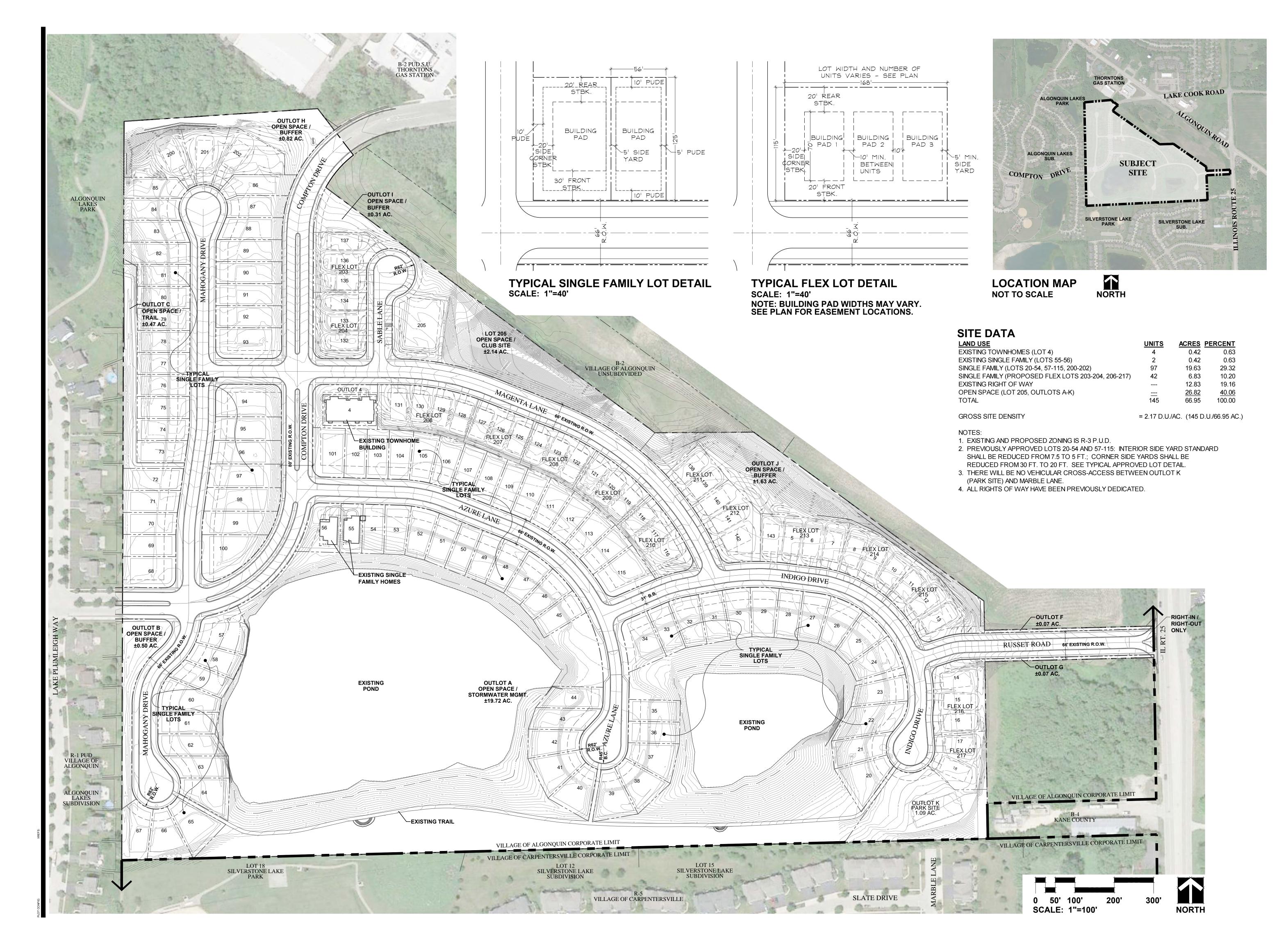
ANDARE FLEX LOTS
GLENLOCH OF ALGONQUIN
ALGONQUIN, ILLINOIS













GARY R. WEBER ASSOCIATES, INC. LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE 212 SOUTH MAIN STREET WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

CALATLANTIC 1141 E. MAIN STREET SUITE 108

MACKIE CONSUTANTS, LLC 9575 W, HIGGINS ROAD

EAST DUNDEE, ILLINOIS 60118

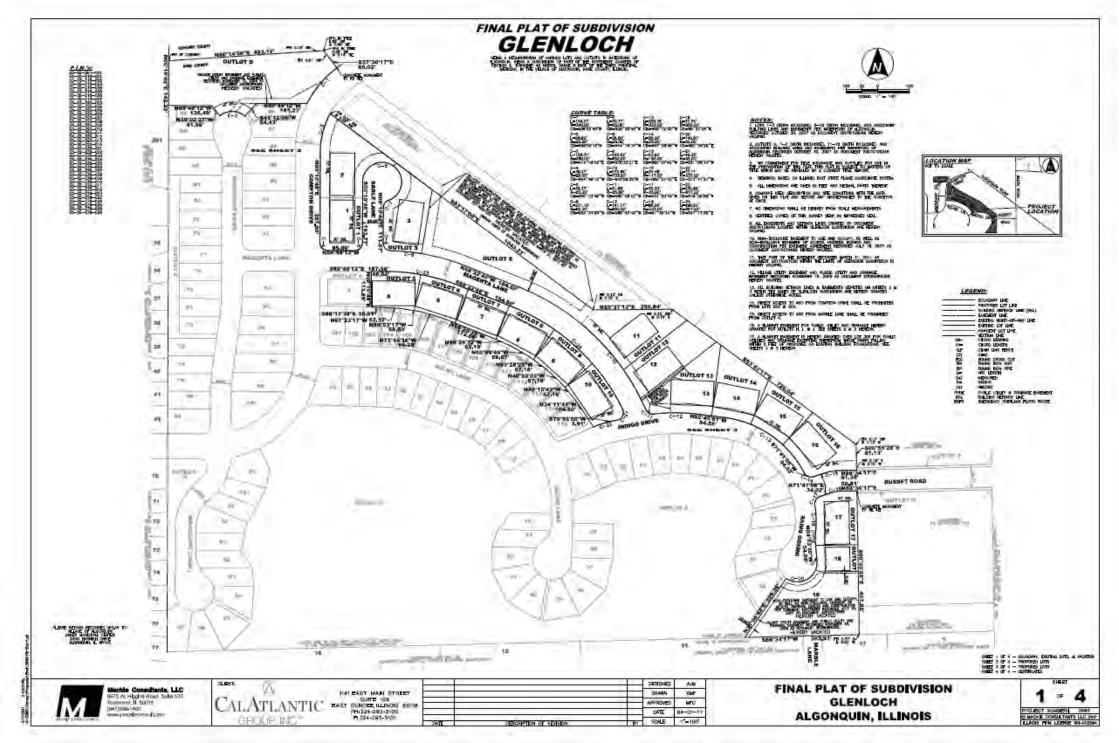
SUITE 500 ROSEMONT, IL 60018

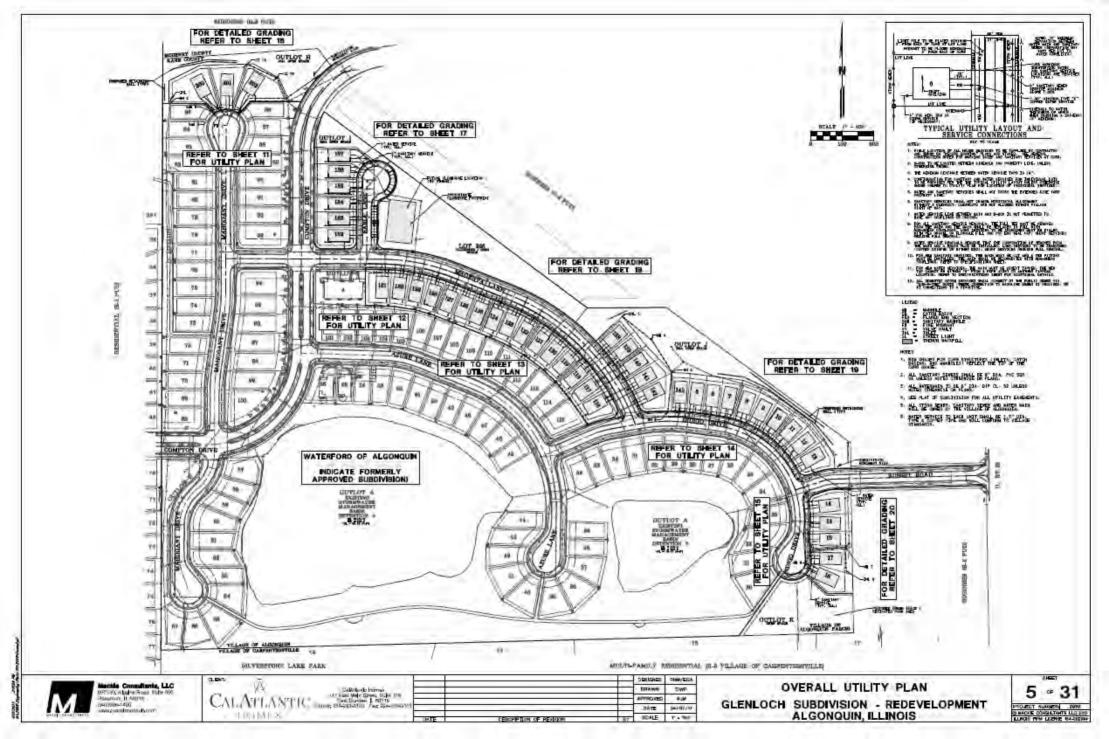
り 〇 GLENL

AMENDED

REVISIONS

DATE	4.05.17
PROJECT NO.	CA1626
DRAWN	GFB
CHECKED	JCT
SHEET NO.	





Landscape Plan

GLENLOCH

Algonquin, Illinois

April 5, 2017

CONSULTANTS:



LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC 212 SOUTH MAIN STREET WHEATON, ILLINOIS 60187



CONSULTANT:

MACKIE CONSULTANTS, LLC. 9575 W. HIGGINS ROAD ROSEMONT, ILLINOIS 60018



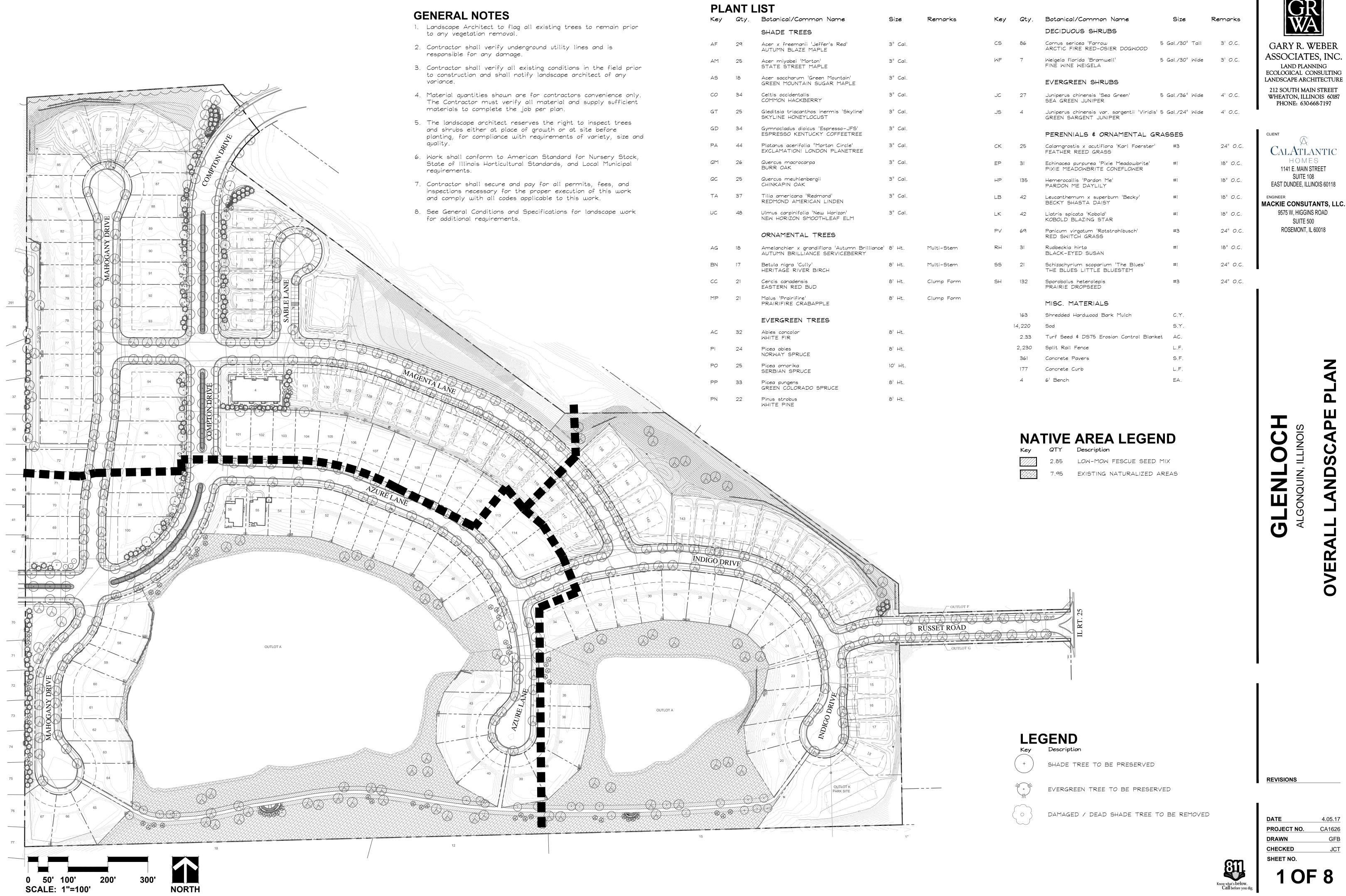
LOCATION MAP

SCALE: 1"=500'



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE PLAN
5	COMPTON DRIVE LANDSCAPE PLAN
6	LANDSCAPE DETAILS
7	MONUMENT DETAILS & LAYOUT PLANS
8	LANDSCAPE SPECIFICATIONS



SCALE: 1"=100'

VILLAGE OF ALGONQUIN PLANNING AND ZONING COMMISSION

Meeting Minutes

William J. Ganek Municipal Center-Board Room May 8, 2017 7:30 p.m.

AGENDA ITEM 1: Roll Call to Establish a Quorum

Present: Chairperson Patrician, Commissioners Laipert, Neuhalfen, Postelnick,

Sturznickel, and Szpekowski.

Absent: Commissioner Hoferle.

Staff Members Present: Russ Farnum, Community Development Director; Ben Mason, Senior Planner;

and Kelly Cahill, Village Attorney.

AGENDA ITEM 2: Approval of Minutes from the April 10, 2017 Meeting.

A motion by Commissioner Neuhalfen to approve the April 10, 2017 minutes as presented was seconded by Commissioner Sturznickel and a voice vote noted all ayes. The motion carried.

AGENDA ITEM 3: Public Comment

There was no one wishing to make any public comment.

AGENDA ITEM 4: Request for a Final PUD Amendment and Plat of Resubdivision

Case No. 2017-04 Glenloch Subdivision
Petitioner: Bill Robinson, CalAtlantic

OPEN PUBLIC HEARING AND ESTABLISH OUORUM

Mr. Mason called roll to verify a quorum. Present: Chairperson Patrician; Commissioners Laipert, Neuhalfen, Postelnick, Sturznickel, and Szpekowski. Absent: Commissioner Hoferle. Mr. Mason announced a quorum was present.

PETITIONER COMMENTS

Ms. Cahill verified that proper notice of the meeting had been posted, and swore in the petitioner. Representing the petitioner were Bill Robinson, CalAtlantic; Anthony Martini, Mackie Consultants; J.L. Cherwin, MPS Law.

Mr. Robinson summarized that CalAtlantic is proposing to build out the Glenloch subdivision as an age-restricted community and is requesting a few modifications to the original PUD approval to make the development more marketable. The changes include converting the remainder of the townhome lots to single family homes on flex lots, adding the age restriction to the new single family flex lots, eliminating plans for an affordable condominium building, and relocating the community clubhouse to a more central location within the subdivision. Overall, the residential unit count will decrease from the 162 that were originally approved down to 146. All the new homes will be single-story ranch houses, ranging in size from 1220 to 2170 square feet. The one townhome building and two single family homes that the previous developer built but were never occupied will remain.

STAFF COMMENTS

Mr. Farnum summarized Community Development's staff memorandum. He reiterated the developer's proposal for building out the subdivision, which would involve all new single family home construction due to the lack of a market for townhomes. The entire development would be age-restricted 55 and over. The developer is requesting slightly smaller side yards to accommodate their range of models, and staff supports the proposed reduction from 7 to 5 ½ feet setbacks from the side lot lines which will still comply with building and fire codes. Additionally, the front yards on the flex lots will be reduced from 30 to 25 feet in order to accommodate the ranch home footprints; staff does not have concerns about the slightly shorter driveways as the homes all will have attached garages and it is likely the senior residents will have fewer cars than the average single family household with kids. In lieu of the developer building the affordable condominium building, the village negotiated for the developer to instead install a watermain interconnect to Carpentersville which is a project that will be a significant benefit to the village's infrastructure needs. This development will be the first in the village to add sprinkler heads inside the homes, with one in the furnace room and a second in the garage or kitchen.

COMISSION QUESTIONS/COMMENTS

Chairperson Patrician inquired if there were any Commissioner questions or comments.

Commissioner Sturznickel asked for clarification on the flex lot design, to which Mr. Robinson explained each initial parcel can accommodate up to three single family homes and the first house to be built helps to determine the size and property lines of the other two house lots.

Commissioner Laipert asked if the homes will have basements, to which Mr. Robinson explained the homes will either be built on slabs, have basements, or offer walk outs. Commissioner Laipert asked what are the minimum and maximum lot sizes, to which Mr. Martini stated the lot widths will range from 46 to 61 feet wide. Commissioner Laipert asked what if a buyer wants a smaller model home on a larger lot, to which Mr. Martini explained a database matrix has been created to provide homebuyers with a list of potential house models that can be built on each lot and Mr. Robinson clarified that the village's anti-monotony standards will also be taken into consideration when informing buyers about options for each lot.

Commissioner Postelnick asked what will happen to the one townhome building that was constructed by the previous developer, to which Mr. Robinson explained it will remain as part of the subdivision as it is in good condition.

Commissioner Szpekowski asked what the price range will be for the homes, to which Mr. Robinson said the average sale price is anticipated to be around \$235,000. Commissioner Szpekowski asked about the materials that will be used on the homes' exteriors, to which Mr. Robinson explained there will be brick and siding and Mr. Farnum clarified that the materials will be consistent with the original PUD approval which required brick on the front facades and allowed vinyl siding on the sides and rear of the homes. Commissioner Szpekowski asked why the developer is requesting narrower side yards, to which Mr. Farnum stated the proposed ranch homes have a larger footprint than the original townhome units.

Chairperson Patrician asked what amenities will be in the community clubhouse, to which Mr. Robinson explained there will be a meeting room, kitchen, fitness center and there will also be outdoor spaces.

Chairperson Patrician asked if staff is comfortable with the smaller front yards the developer is proposing on the flex lots, to which Mr. Farnum stated yes 25 feet will still provide sufficient depth for the driveways and it is unlikely parking would become an issue.

PUBLIC COMMENT

Chairperson Patrician called for public comments. There was no one from the public wishing to make any comments, so Chairperson Patrician closed public comments.

CLOSE PUBLIC COMMENT

COMMISSION MOTION ON PETITION

Chairperson Patrician entertained a motion to approve the request for Final PUD Amendment and Plat of Resubdivision for Glenloch. Commissioner Postelnick made a motion and Commissioner Sturznickel seconded a motion to recommend approval of the request for Final PUD Amendment and Plat of Resubdivision, consistent with the plans submitted by the petitioner, the findings of fact listed in the staff report and the conditions recommend by staff with the changes to those conditions as stated: the front yard setbacks shall not be less than 25 feet on the replatted townhome "Flex Lots" and Lot 19; side yard setbacks shall not be less than 5½ feet for all lots.

The Roll Call noted the following: Ayes: Chairperson Patrician; Commissioners Laipert, Neuhalfen, Postelnick, Sturznickel and Szpekowski. Nays: None. Absent: Hoferle. Motion carried 6-0.

CLOSE PUBLIC HEARING

AGENDA ITEM 5: New/Old Business

Commissioners asked staff for updates on Longmeadow Parkway and Riverside Plaza.

AGENDA ITEM 6: Adjournment

A motion to adjourn the meeting was made by Commissioner Neuhalfen and seconded by Commissioner Szpekowski, a voice vote noted all ayes. The motion carried and the meeting was adjourned at 8:05 p.m.

Respectfully Submitted,

Benjamin A. Mason, AICP Senior Planner

VILLAGE OF ALGONQUIN



COMMUNITY DEVELOPMENT DEPARTMENT

-MEMORANDUM-

DATE: June 8, 2017

TO: Village President and Trustees

FROM: Katie Parkhurst, AICP, Senior Planner

SUBJECT: Mayors' Monarch Pledge

The National Wildlife Federation encourages local governments to take action to help save the monarch butterfly, an iconic species whose populations have declined by 90% in the last 20 years. Through the Mayors' Monarch Pledge, cities are committing to create habitat and educate citizens about how they can make a difference.

The Mayors' Monarch Pledge is attached. In order to sign the pledge, the Village must commit to a minimum of three action items that will be done within a year. We will receive special recognition if we take more than eight actions. The National Wildlife Federation will request quarterly reports to check the status of the action items the Village commits to doing.

The Village of Algonquin has formed a partnership with the Algonquin Area Public Library District to further the outreach of awareness of the importance of pollinator species.

The following are the Action Items that the Village and Library can commit to accomplishing within the year:

- 1. The Village and Library will issue a proclamation to raise awareness about the decline of the monarch butterfly and the species need for habitat. *National Pollinators Week is June 19-25, 2017 and staff has prepared a proclamation that the Village Board can recognize.*
- 2. The Village and Library will launch a public communication effort to encourage citizens to plant monarch gardens at their homes or in their neighborhoods. *The Village will highlight pollinators on social media every day during Pollinator Week.*
- 3. The Library will communicate with community garden groups and urge them to plant native milkweeds and nectar-producing plants.
- 4. The Village will convene the Public Works Department staff and identify opportunities for revised mowing program and milkweed/native nectar plant plantings programs. *The Village will review all mowing contracts to ensure mowing and timing of mowing is not in conflict with milkweed and nectar plants.*

- 5. The Library will host or support a native plant sale or milkweed seed giveaway event.
- 6. The Village and Library will plant a monarch-friendly demonstration garden at a prominent location. The Village will plant a large area, the sledding hill, in Spella Park. The Library will plant in one of the raised planters. The Village plans to convert the plantings on the sled hill at Ted Spella Community Park to include all native plants including milkweed and nectar producing plants. The planting is scheduled to take place in the summer/fall of 2017. The Village has applied for a grant through Openlands and ComEd Green Region Program to help with the cost of the land preparation and planting.
- 7. The Village will plant milkweed and native nectar plants in medians and rights-of-way. The Village will commit to adding milkweed and native nectar plants in the median plantings on Corporate Parkway and Compton Drive this year. Other locations may be appropriate and will be determined on a case by case basis by the Assistant Public Works Director.
- 8. The Village will confirm that milkweed is not on the list of noxious plants in weed/landscaping ordinances. *The Village will review the current landscape code and property maintenance code to ensure that milkweed is not listed as a noxious plant. If it is found to be listed, changes will be made this year.*
- 9. The Village will confirm that weed or mowing ordinances allow for native prairie and plant habitats. *The Village will review that the landscape code and property maintenance code allows for native prairie plantings. If it is found to not allow, then the codes will be updated this year.*

If the Committee agrees with these items, then Village staff will complete the paperwork for the Mayors' Monarch Pledge and begin on the implementation of the above noted items.



Mayors' Monarch Pledge

The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans.

We, the undersigned mayors and local government chief executives, are deeply concerned about the decline of the monarch butterfly population. Twenty years ago, more than one billion Eastern monarch butterflies migrated to Mexico. In the winter of 2014, only 60 million made the trip. The North American monarch population has declined by more than 90 percent in the past two decades. Monarch scientists attribute the decline to degradation and loss of summer breeding habitat in the U.S., and loss of winter habitat in Mexico. Western populations of monarch butterflies that overwinter in California are also in decline.

Cities, towns and counties have a critical role to play to help save the monarch butterfly. Municipalities in particular can provide habitat at public parks, median strips, community gardens and municipal buildings that serve as community hubs such as recreation centers and libraries. Schools, homes and businesses can all provide essential habitat for monarchs too. Simple changes in landscaping ordinances or school policies can make a big difference for the monarch. Educating citizens about how and where to grow milkweed is also a key piece of the puzzle. Creating habitat and educating citizens will benefit other pollinators that need healthy habitat as well.

When mayors speak up and take a stand, citizens notice. Therefore, we hereby commit to help restore habitat for the monarch and encourage our citizens to do the same, so that these magnificent butterflies will once again flourish across the continent.

Sign the pledge at www.nwf.org/mayorsmonarchpledge

Proclamation Recognizing June 19-25, 2017 as Pollinator Week

WHEREAS, pollinator species such as bees, birds, bats, and insects are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse ecosystems; and

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans and is representative of pollinators; and

WHEREAS, the monarch butterfly is the state insect of Illinois as approved by the General Assembly in 1975 and as such is the icon species for pollinators; and

WHEREAS, the Village of Algonquin promotes wise conservation stewardship, including the protection and maintenance of pollinators and their habitats in parks and open spaces; and

WHEREAS, cities, towns and counties have a critical role to play to save the monarch butterfly and pollinators in general, and the Village of Algonquin has played a leadership role by launching a partnership with the Algonquin Area Public Library District; and

WHEREAS, every citizen of Algonquin can make a difference for the monarch and pollinators by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, on behalf of the people of Algonquin who have already joined in creating healthy habitat for these magnificent butterflies, I am honored to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.

NOW, THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois that the Village of Algonquin does hereby proclaim the week of June 19-25, 2017 as Pollinator Week, and urges all citizens to recognize this observance.

Approved:	Attest:
John C. Schmitt, Village President	Gerald S. Kautz, Village Clerk



VILLAGE OF ALGONQUIN MEMORANDUM

DATE: June 6, 2017

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, Human Resources Director, SPHR

SUBJECT: Personnel Policy Manual Revisions

The Village Personnel Policy Manual was approved in 1996, revised in 2006 and again in 2010. Since our last review, the Village re-negotiated several Union Contracts and made significant changes in our management and operations. Therefore, it is my recommendation we update our policy manual to reflect changes made since our last revision. Please note, a majority of these changes are clarifications in language, elimination of language within the manual because of policies that are referred to outside the manual, and/or have minimum impact on the economic benefits for our employees. Some benefits within, such as the Vacation Policy and Travel Policy, have been modified to address current and future economic concerns. To allow for implementation, it is my request to make the changes effective July 1st, 2017.

For the past several months I met with each Department Head individually, then in a group setting, to review their policy concerns and my recommendations.

Attached you will find two documents, a finished clean document with all changes made and a shorter version with all sections that have proposed changes.

To assist in recognizing these changes, I have attempted to highlight in yellow any new language that we are recommending adding and striking in red any language that we recommend eliminating. I understand I am proposing a significant amount of changes, but I assure you, most are simplistic in nature.

I'd like to thank you and our Department Heads for your input and patience during this process. Please let me know if you need additional information or clarification on this proposal. I will be available at the Committee Meeting to address any questions regarding the proposed changes, otherwise the Village Board can contact me directly at (847) 658-5612.



PERSONNEL MANUAL FOR THE VILLAGE OF ALGONQUIN

ADOPTED FEBRUARY 6, 1996 REVISED JANUARY 1, 2006 REVISED SEPTEMBER 21, 2010 REVISED JULY 1, 2017 Red strike through represents words that were in the manual that I'm recommending removing Shaded Yellow are new words I'm recommending adding

WELCOME TO YOUR EMPLOYMENT WITH THE VILLAGE OF ALGONQUIN

Congratulations on your selection as an employee with the Village of Algonquin. While there are many things that make the Village of Algonquin a good place to live and work, the warm, friendly, and neighborly people who live here are one of its greatest assets.

This manual is your reference guide on Village employment policies and benefits. Familiarity with this material will be to your advantage and is also your responsibility. Many of the questions that may come up during your employment are answered here. Your supervisor will also be able to answer other questions that are not addressed in this document. If any policy is still unclear and you would like further explanation, please contact the Human Resources Director or the Village Manager's Office.

From time to time, you will receive updated pages reflecting the changes made to policies, procedures, or benefits. Please keep your Manual current by inserting the new pages and destroying the outdated pages.

Always keep in mind that the citizens of Algonquin are your ultimate employer. As local public officials and employees, we are the primary service organization for the Village's residents. Customer service must be our first priority, and every citizen is our best customer. Each public contact is an opportunity for excellent performance--whether it is handling a complaint, a request for service, or an occasional thank you. Our primary goal is always to provide the citizens of the Village with quality service in a prompt, fair, and courteous manner. I hope that you will enjoy working with us towards accomplishing this goal.

Sincerely,

Tim Schloneger Village Manager

TABLE OF CONTENTS

Once the manual drafts are finished we will insert the actual titles and page numbers for the table of content

APPENDIXES

- A. Family and Medical Leave Act Procedures
- B. COBRA Procedures
- C. ADA Policy and Procedures
- D. Drug Free Work Place Act Policy and Procedures
- E. Drug and Alcohol Testing Policy and Procedures
- F. Sexual Anti-Harassment Policy and Procedures
- G. Harassment in the Work Place Policy and Procedures
- G. Family Military Leave
- H. Victims' Economic Security and Safety Act

Section 1.5. Employment and Policy Definitions

Full-Time Employee: An employee who is normally scheduled to work forty (40) or more

hours per week and who is not an temporary, intern, or seasonal,

or regular-part-time employee.

Part-Time Employee: An employee who is employed in a position that normally requires

the performance of duty for less than one thousand (1,000) two thousand (2,000) hours per year. An employee who is hired for a specific position with no specific date upon which employment ends. Temporary Employee: An employee who is hired for a specific position not to exceed a four (4) month period. A temporary employee may be employed on either a full-time or part-time basis, The Human Resources Director can re-appoint the employee for up

to two (2) four (4) month periods.

Intern An employee hired or assigned to work for a particular department

to enhance their studies, either paid or unpaid. This is typically a

partnership between a school and a sponsoring organization.

Health Care Provider A doctor of medicine or osteopathy, or any other person determined

by the federal government to be capable of providing health care services, including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives authorized to practice by state law, and Christian Science

practitioners.

Section 2.3. Compensation

2.3.1. Policy

The Village's merit compensation program shall consist of the salary or wage paid plus all benefits granted to an employee.

2.3.2. Salary and Wage Ranges

As part of the Village's merit compensation program, the Human Resources Director shall establish salary and wage ranges for all non-union positions based on knowledge, skills, and abilities required for each position. Salary and wage ranges may be adjusted from time to time based on compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.

2.3.3. Compensation

Employees of the Village receive a salary or wage commensurate with the relevant labor market value of their position, their experience, skills and qualifications, and their individual performance. The compensation plan is a performance-based system that allows salary or wage adjustments to be made in regard to individual performance on the job. Employees may be eligible for salary or wage adjustments according to merit based on the results of the employee's performance appraisal. Salary or wage adjustments coincide with the employee evaluations. The Village Manager may make salary or wage adjustments within a given fiscal year based upon such factors as, but not limited to, grade changes, promotions, reclassification of positions, or job performance consistent with the staffing levels authorized and funds available within the approved Village budget. There is no pay pyramiding; that is, the appropriate compensation shall not be made more than once for the same hours worked under any provision of this manual.

Employees covered by valid collective bargaining agreements may be eligible for salary or wage increases pursuant to the terms of such agreements. Such employees will still receive performance appraisals. For further details on performance appraisals, see Section 4.3.

2.3.5. Overtime

A. Nonexempt Employees: All nonexempt employees are eligible for overtime compensation as provided herein except for sworn police officers who will be paid overtime compensation pursuant to § 553.230 of Title 29 of the Code of Federal Regulations, or pursuant to the terms of a valid collective bargaining agreement, whichever is applicable. This clause does not apply to the Police Chief and Deputy Chiefs, who are sworn officers but exempt employees. Unless otherwise provided for in a valid collective bargaining agreement with a recognized bargaining unit, employees are compensated at time and one-half of their regular hourly or base pay rate for all hours worked in excess of forty (40) in any given work week. These employees are subject to the provisions of the Fair Labor Standards Act.

In determining overtime compensation, the hours worked shall be considered as only the hours an employee is on Village duty performing Village work as well as hours of the workweek used for vacation, holiday, personal day, jury/witness duty, comp time and bereavement leave, and verified FMLA and verified sick leave. The following types of leave do not qualify for and are not included in the calculation of overtime compensation: leaves of absence, as well as hours of the workweek used for sick leave absence without a written health care provider's note approving the absence authorization, or workers' compensation (except

workers' compensation situations where employees are receiving medical attention on Village premises, or at the direction of the Village, during normal working hours). An exception to this applies to employee's subject to unscheduled callouts, who shall be paid a minimum of two (2) hours of overtime pay for each callout.

- B. Exempt Employees: Exempt employees are those employees who are assigned to executive, administrative, or professional positions within the meaning of the Fair Labor Standards and the Illinois Minimum Wage Law and, therefore, are not entitled to overtime compensation for hours worked over forty (40) in any given workweek. The classification of positions that are exempt or nonexempt is available in position descriptions or in the Fair Labor Standards Act and the Illinois Minimum Wage Law.
- C. Workweek: For payroll purposes in determining overtime, the standard workweek of Village employees shall be from 12:00 a.m. Monday to 11:59 p.m. the following Sunday.
- D. Overtime Scheduling: Overtime scheduling in all Village departments must be approved by the employee's supervisor. Scheduled overtime must be approved in writing prior to the scheduling of such overtime. Unscheduled overtime must be approved by the employee's supervisor. Exceptions can be made by the Village Manager and/or the department head of any affected department to account for emergency service. Emergency service is defined as any "Emergency Declaration" declared by the Village President, Village Manager or Board of Trustees. severe weather conditions, utility system breakdowns, or situations requiring unusual public safety measures. Overtime worked under the emergency service provision must be reported to the Village Manager no later than two (2) business days following the overtime. No employee will be paid overtime compensation for attending school, training sessions, seminars, or department meetings unless attendance is required by the Village and such attendance cannot be scheduled during work hours. See also Section 3.17.

2.3.6. Compensatory Time

Regular full-time nonexempt employees may elect compensatory time off—in lieu of overtime compensation. The election of compensatory time off in lieu of overtime compensation must be agreed to between the employee and his supervisor prior to the working being performed; otherwise overtime compensation shall be made. Overtime worked will be paid to the employee unless the employee has requested approval for compensatory time from his supervisor prior to the work being performed. Department heads have the right to restrict the accrual of compensatory time and require the employee to be paid out according to the Act.

Compensatory time, if elected and approved by the employee's supervisor and the applicable department head, will be granted at a rate of one and one-half hours of compensatory time off for every hour of overtime worked. Compensatory time shall be taken in not less than one (1) hour 15 minute increments

An employee who is entitled to time and one-half pay under this Policy Agreement may elect compensatory time at the time and one-half rate, in lieu of pay, to a

maximum of forty (40) hours, by giving advance notice to the Village. No more than forty (40) hours of compensatory time can be accumulated at any one time. All compensatory time in excess of forty (40) hours will be paid in the next pay period at the rate of straight time. and must have the prior approval of the direct supervisor and shall not be unreasonably denied.

2.3.7. Payroll

- A. Pay Period: The payroll period is semimonthly. Checks are distributed by the Finance Director or Administration Finance Department on the 15th and the last day of the month. There are twenty-four (24) pay periods in a calendar year. For payroll purposes, the employee is paid on the 15th and the last day of the month based on a previous designation or assumption of the number of workdays and hours accumulated by the employee as reported to the Finance Department. on time sheets in accordance with administrative procedures for payroll reporting issued by the Finance Director. If a payday falls on a holiday, Saturday, or Sunday, checks will be distributed on the preceding workday.
- B. Final Paycheck: When leaving the Village's employment, all employees will be paid any salary or wages that have been earned, all vacation hours earned or accrued but not used. and all personal day hours earned or accrued but not used. Payment will be made by check at the regularly scheduled pay period. Sick leave cash-out payments will be made in accordance with Section 3.5.6.

ARTICLE 3 EMPLOYEE BENEFITS

Section 3.1. Eligibility Policy

Regular Full-time employees normally scheduled to work forty (40) or more hours per week are eligible for full benefits as described herein unless specific exclusions are stated. Regular Part-time employees and interns are eligible for partial benefits, as described herein. Temporary and seasonal employees are not eligible for benefits, except as specifically provided for herein.

Each benefit category in this Article describes more specific eligibility requirements. New employees do not receive certain benefits until they have worked for the applicable amount of time. There is no benefit pyramiding; that is, the appropriate benefit shall not be used more than once for the same period of time under any provision of this manual. The Village Manager has the authority to adjust benefits from time to time for individuals or small groups as business necessity requires.

Section 3.2. Vacation Policy

All regular full-time employees of the Village earn vacation hours that are determined by length of service according to the following parameters: a lump-sum vacation benefit is earned at the completion of one (1) full continuous year of service according to the table in Subsection 3.2.1.; thereafter vacation hours are earned with each pay period at the end of each month of full service, based on the employee's hire date. Regular Part-time, temporary, interns, and seasonal employees are not eligible for paid vacation. No vacation can be taken during the first year of employment. Other than during the first year of employment, one-twelfth twenty-fourth of the vacation benefit for a given year is earned each month pay period. Beginning with and during the second year of employment, the vacation hours earned by an employee for having completed the

first year of service are available for use, as well as the vacation hours as they are earned monthly during the second year. Subsequent years of service follow the same pattern as shown in the table in Subsection 3.2.1. For example, an employee hired on 1/6/2017 will receive 6 days (48 hours) of vacation on 1/6/2018. He/she then begins to accrue 7.33 hours of vacation each month (totaling 11 days by 1/6/2019) to be used by 1/6/2020. The vacation that he/she earns between 1/6/2019 and 1/6/2020 should be used by 1/6/2021.

3.2.1. Vacation Availability Table

Vacation time available to be used, consistent with the policy stated in Section 3.2 as to how it is earned, shall be as follows:

YEARS OF SERVICE

VACATION AVAILABLE ANNUALLY PER-

YEAR

Less than 1 year

After 1 year

At 2 years, but less than 5 years

At 5 years, but less than 11 years

At 11 years, but less than 18 years

After 18 years:, but less than 24 years*

None

6 days 48 hours

11 days 88 hours

17 days 136 hours

22 days 176 hours

26 days 208 hours

After 24 years one additional day of vacation will be accumulated every year until the thirtieth year of employment.

*As of July 1, 2017, any employee accruing more than 208 hours will be capped at their current accrual rate.

All employees with 5 years or greater service (earning 136 or greater hours a year) are required to schedule and take 5 consecutive vacation days off within every calendar year.

The term "year" used in this table means "anniversary year" as defined in Section 3.2. All uses of the word "year" means completed years.

3.2.2. Accumulated Vacation at Separation

Earned vacation time that has been accumulated but not used shall be paid at the time a departing employee leaves the employ of the Village. Payment for current year vacation will be pro-rated based on the number of full months worked in the anniversary year. Vacation accrues proportionally each pay period, not in one lump sum.

3.2.3. Vacation Scheduling

Vacation time should be scheduled and taken with the approval of the employee's supervisor. In approving vacation schedules, supervisors consider employee preference and Village needs. Individual employee convenience will be honored to the greatest extent possible, but the Village may dictate actual dates based upon overall departmental and Village needs. A supervisor's decision regarding scheduling is appealable to the department head and thereafter to the Village Manager whose decision is final. Vacations will be scheduled on a "first-come, first-served" basis; however, employees with the greater seniority may be given additional consideration in selecting vacation schedules if there is a conflict.

To ensure staffing needs, e Employees are encouraged to must submit vacation requests of more than two (2) days to their supervisor department heads no later

than fifteen (15) days prior to the requested vacation. Vacation requests of two (2) or less days require a 48-hour advance notice. Department heads and other exempt executive employees are encouraged to must-submit their vacation requests to the Village Manager no later than fifteen (15) days prior to the requested vacation. Absent these advanced notices, your vacation time may be denied.

Vacation time must be taken in blocks of time of no less than one (1) hour 15 minute increments.

Should extenuating circumstances prevent employees from taking all of their earned vacation within the one-year time period, employees may request to carry over the remaining vacation time into the next year. The Village is not obligated to grant such requests. If an employee's scheduled vacation is canceled or an employee is recalled from a vacation in progress because his services are required by the Village, the employee will be allowed to carry over those vacation days to the following anniversary year, if necessary. Any vacation time carried over to the next anniversary year must be used by the end of that anniversary year or it shall be forfeited. In the event of a canceled or recalled vacation where carryover has occurred, not more than one year's permitted vacation period shall be taken at one time without the prior written approval of the Village Manager.

Section 3.3. Designated Holidays

The Village provides for nine (9) paid holidays each year. They are:

New Year's Day Thanksgiving Day

Friday before Easter Day after Thanksgiving Day

Memorial Day

Christmas Eve
Independence Day

Christmas Day

Labor Day

Unless otherwise indicated, the Village observes these holidays on the nationally designated date of celebration. If a holiday falls on a Saturday, the holiday is observed the Friday before; if a holiday falls on a Sunday, the holiday is observed the Monday after.

By October 15, the Village Manager or his designee will post a schedule of days off for the Village observed holidays that fall in the next calendar year. Where applicable the actual calendar holiday will serve as the official day for benefits and compensation (i.e., if the 4th of July is on Sunday, and the Village is off on Monday the 5th, Holiday OT per this contract will be paid on Sunday the 4th All employees will receive the 8 hours regular pay on Monday the 5th, and those who are called in to work OT on Monday the 5th will be paid at 1 ½ at their applicable pay). However, in no event shall the Village schedule any holiday on a Saturday or Sunday.

All regular full-time employees shall receive a full day's pay for the holiday. All part-time employees shall receive 8 hours of pay for the holiday. All regular part-time employees shall receive the pay for the number of hours or portion of the day that they would normally have worked. Temporary and sSeasonal employees and interns are not eligible to receive holiday pay.

To be eligible for holiday pay, employees must work their regularly scheduled hours on the workday immediately preceding the holiday and the workday immediately following the holiday, unless previously approved by the department head. However, if a recognized holiday falls during an employee's approved vacation leave, the employee shall be entitled to the holiday pay and will retain a vacation day for use on a subsequent date during that fiscal year only, on a date approved by the employee's supervisor.

A regular full-time employee required to work on a recognized holiday will be paid at the rate of one and one-half times the employee's regular hourly rate for those hours actually worked on the recognized holiday, in addition to the employee's holiday pay.

Section 3.4. Personal Days

Newly hired regular Full-time employees will receive 24 hours of personal time immediately upon hire one personal day on the completion of their third month, sixth month and ninth month of service to be utilized prior to their one-year anniversary. Thereafter, regular full-time employees who have completed one (1) full year of employment receive three (3) paid personal days* to be absent from work. These three days must be used by the end of the fiscal year they are provided in. *After you're an employees' first anniversary date, personnel days hours are awarded at the beginning of every fiscal year (May 1). All employees must use their personal hours within the fiscal year they are made available or the time off is forfeited. Part-time and temporary/seasonal employees Part-time, interns, and seasonal employees are not eligible for paid personal days. All employees must use the personal days within the fiscal year they are made available, or the time off is forfeited. Personal days may not be carried over.

Personal days hours may be used by employees at their discretion, subject, however, to scheduling approval by their supervisor.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed in Section 3.3, may without prejudice, take the day off as a vacation day, a personal day, or as a day without pay, provided that he has given prior notice to his supervisor and Department Head.

Personal days hours must be taken in blocks of time of no less than fifteen (15) minute intervals.

Upon separation of employment, any accrued but unused personal hours will not be paid to the employee. In the event of death, any accrued but unused personal hours shall be paid to the designated beneficiary of the deceased employee.

Section 3.5. Sick Leave

The Village recognizes that employees may, on occasion, become ill or injured. Accordingly, the Village may grant employees paid sick leave privileges in case they are unable to work because of illness or injury.

3.5.1. Eligibility

Sick leave is a privilege, not a right. It is extended to regular full-time employees who have completed ninety (90) days of their initial employment. Temporary Regular Part-time, temporary, interns, and seasonal employees are not eligible for paid sick leave.

3.5.2. Accumulation

Sick leave may be granted on the basis of eight (8) hours four (4) hours per pay period, or one (1) day, for each full month of service, equal to twelve (12) full-time workdays per year. Sick leave is not earned and does not accrue while an employee is on leave without pay. To be credited with a full month of service, the employee must work a minimum of one-half of the employee's regular workdays for that month. Employees may accrue a maximum of 240 days or 1920 hours of sick leave.

Employees on leaves of absence without pay shall not accrue sick leave during the period of their leave of absence.

3.5.3. Use

Sick leave may be used for personal illness or injury, disability, emergency medical care, dental care, or physician's appointments that cannot be scheduled during an employee's non-work hours. The term "physician" means any similar licensed medical care provider. Employees should, however, schedule physicians' appointments or other appointments for medical care during their nonworking hours, whenever possible. Sick leave may also be used for the medical care of a member of the employee's immediate family when it can be shown that the employee's presence is necessary. In the event of any conflicting language, the Village's FMLA policy supersedes the use of sick time utilization under this policy. For purposes of this section, the term "immediate family" shall mean the employee's spouse, child, stepchild, foster child, legal guardian, parent, step-parent or parent-in-law "family member" is defined as spouse, child, stepchild, foster child, brother, sister, parent, step-brother, step-sister, or step-parent. "Care for" is defined as providing either physical or psychological assistance to a family member who, because of a health condition, is unable to care for his or her own basic medical, hygienic, or nutritional needs, and would endanger the family member's safety or recovery without the presence of the employee. This term includes feeding, administering medicines or treatments, or transporting the family member to or from medical appointments if they are unable. Abuse of sick leave privileges when the above conditions are not met may result in disciplinary action, up to and including immediate termination of employment.

Sick leave must be used in no less than fifteen (15) minute intervals.

Sick leave may be used with the approval of the employee's immediate supervisor and department head.

3.5.4. Physician's Certificate

The Village may require a physician's or equivalent medical certificate from employees who are absent due to sick leave. Said verification is at the employee's expense and may be requested when an employee has been absent due to sick leave for a period of three (3) or more days after an employee has used three sick day instances (an instance is one illness or one event, whether 2 hours or one week in duration, as long as it consists of consecutive days. Any sick time use where a physician's certificate is provided, or is pursuant to FMLA leave, will not be counted against these instances) in any rolling 12-month period; has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or abuses a combination of sick time and scheduled or unscheduled overtime during the same work week or payroll period. A physician's certificate may be requested if an employee is suspected of taking unauthorized sick leave absences. The request will be made at, or as reasonably close to, the sick time call-in as possible. Failure to provide a proper medical certificate upon request may result in disciplinary action, up to and including immediate termination of employment. In addition, failure to return to work after being released by a physician to do so may result in disciplinary action, up to and including immediate termination of employment.

3.5.6. Sick Leave Buy-Back/Cash-Out

An employee who uses less than four (4) days 32 hours of sick leave in the one (1) year period between January 1 and December 31 may receive (at the employee's option) payment (at the hourly rate as of December 31st when the payment is made, minus employee deductions) for the difference between four (4) days 32 hours and the amount actually used. Partial days off for sick leave will be rounded up to the

nearest day (i.e., if an employee uses 12 hours of sick time, this would count for two days use). The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1 of any year are not eligible for this payment in the year in which they are hired. An employee must work the entire year to receive any payment under this program, excluding usage under the FMLA. In addition, upon separation, the Village may pay to the employee who is voluntarily leaving his employment one-half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 240 300 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e., one-half of the 26 days that are in excess of the 60 days). At the employee's option, this payment may be made to the employee through the payroll process or applied to one of the Village's deferred compensation programs.

Section 3.12 Furloughs

The use of approved unpaid furloughs will not jeopardize an employee's employment classification and benefits.

Section 3.13. Health/Dental Insurance (Medical and Dental Insurance)

3.13.1. Health/Dental Insurance Plan

All regular full-time employees may participate in the comprehensive group health insurance plan provided by the Village. Each employee will receive a packet, which includes a Group Insurance Handbook and other materials explaining, in detail, the benefits provided. Part-time and temporary/seasonal employees are not eligible for health insurance coverage. Part-time, intern, and seasonal employees are not eligible for health insurance coverage.

The current health insurance coverage includes medical (including a vision discount program) hospitalization, and dental, and vision care coverage as more specifically described in the plan documents. Coverage is available for employees and dependents according to eligibility requirements of the carrier.

Health/dental insurance plans are amended from time to time by the carrier. Details of the plans are fully described in the Master Plan Documents, which is are available in the Human Resources Department.

The Village may fund the costs for health insurance coverage at different rates from time to time. Currently, the monthly premium is fully funded by the Village at the single-level rate, and is shared by the Village and the employee for single-plus-one spouse (if available), single-plus-child(ren), and family coverage. Since the current plan provides for separate medical and dental premiums, an employee may select different coverage for medical and for dental care. The employee share of the monthly premium may change from time to time and is determined by actual cost, employee group experience, economic indicators, and other factors. The current rates and cost sharing amounts are published by the Village under separate cover and made available to all employees.

3.13.2. Health/Dental Insurance Plan Participation

If desired, new employees must sign up for (or waive) insurance coverage within 31 days of the date of hire. Any employee must amend their coverage to add dependents, if desired, within 31 days of the occurrence of a qualifying life event for

themselves or their dependents in order to avoid a requirement to demonstrate evidence of insurability.

Employees may opt to drop their health insurance coverage with the Village, either the medical portion or the dental portion or both. The Village offers this option in recognition of the needs of its diverse work force by providing flexibility in health care choices available to employees and their families.

Employees may opt out of or drop dependents from the health insurance program at any time during the plan year. After an employee has dropped health insurance coverage If an employee or an employee's dependent is not enrolled in health or dental insurance coverage for himself or a dependent, the employee may re-enroll into coverage only in the case of a qualifying life event (also called a change in family status or lifestyle change) or during the open enrollment period. A qualifying life event is one of the following:

- Marriage of the employee;
- Divorce or legal separation of the employee;
- Birth or adoption of a child by an employee or an employee's spouse;
- An employee's spouse involuntarily loses his health insurance coverage (loss of coverage does not include changes in carriers);
- A previously ineligible dependent becomes eligible (e.g. a dependent returns to school full-time);
- A court order of dissolution or support.

Employees who wish to re-enroll into health insurance coverage will have to meet any evidence of insurability requirements or pre-existing condition clause in effect at the time they opt in to the health-insurance plan.

New employees are not required to participate in the health insurance plan and may designate such at the time of hire. For any employee who chooses to cancel or decline the Village of Algonquin's health insurance option, the Village, in exchange, will give that employee an additional stipend \$50.00 each pay period (this incentive does not apply to the dental insurance plan). As with the initial program, All applicable payroll deductions will apply to this incentive payment. This stipend \$50.00 incentive will continue to be paid each pay period for as long as you choose to decline the Village of Algonquin's health insurance coverage. This incentive program will begin was effective July 1, 2000, and is will be ongoing.

3.13.3. Continuation of Health Insurance (COBRA)

It is the policy of the Village of Algonquin to comply with all provisions of the Consolidated Omnibus Reconciliation Act enacted by the Federal Government on April 7, 1986. Under COBRA, employees or their dependents covered by a group health insurance plan are entitled to certain rights for an extension of health insurance coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. For further details, see Appendix B of this manual.

Section 3.14. Life Insurance

Group term life insurance is currently provided for all regular full-time Village employees in an amount that is determined from time to time. The Village may fund the costs of life insurance coverage at different rates from time to time. The monthly premium is currently fully paid by the Village. This coverage ceases upon an employee leaving the employ of the Village and is neither portable nor convertiblemay be converted to an individual policy dependent on vendor policy and rules. Part-time, temporary/intern and seasonal employees are not eligible for life insurance coverage.

The Village also offers optional group term life insurance that employees may purchase through payroll deductions for which the employee pays the full premium. Such insurance is may be convertible to whole life insurance when an employee leaves the Village, dependent on vendor policy and rules.

Optional life insurance benefits are also available through participating vendors on a voluntary basis. Additional information on these programs is available from the Human Resources Department.

The terms of the life insurance plans are exclusively controlled by the plan documents issued by the respective carriers.

Section 3.15. *Pension Programs

*The Village currently offers several various pension and voluntary investment options. Due to the complexity of these documents, the information and details are published by the Village under separate cover and are made available to all employees.

3.14.1. Eligibility

Retirement benefits are provided for all regular full-time employees, except that all employees are covered by Social Security.

3.14.2. Social Security and Medicare

Both the employee and the Village contribute on the employee's behalf for Social Security and Medicare benefits. Social Security benefit estimates may be obtained by contacting the Social Security Administration. Forms for verification of earnings records may also be obtained from the Social Security Administration.

3.14.3. Illinois Municipal Retirement Fund (IMRF)

All employees, except sworn police officers, who are expected to work 1000 hours or more in a year are required to contribute to the Illinois Municipal Retirement Fund (IMRF), a statewide pension fund. Participation costs are through payroll deductions. The amount contributed is determined by State Statutes. In addition, the Village contributes an amount on behalf of each participating employee in accordance with State Statutes. Employee contributions are not taxed at the time of contribution.

IMRF also provides disability and death benefits to its members.

Information regarding IMRF and pension qualification requirements is available from the Human Resources Department and the Finance Director.

3.14.4. Police Pension Fund

Sworn police officers may apply for participation in the Police Pension Fund. Only employees who are accepted into the Fund may participate in it. The Fund is managed, in accordance with Illinois law, by a local Police Pension Board. Both the Village and Fund members contribute to the Fund.

Participation in this pension program is subject to the rules and regulations of the Fund. Information regarding membership information about the fund, qualification for pension benefits, and the value of pension benefits is available from the Police Pension Board.

3.14.5. Deferred Compensation

The Village offers optional deferred compensation programs administered through various vendors, used primarily for additional retirement savings. These programs are offered in accordance with appropriate State and Federal laws. Participation is voluntary. Employees may opt to participate at any time during their employment as long as their participation is in compliance with the applicable laws. Contributions may be made through payroll deductions.

Information regarding this plan is available from the Human Resources Department.

3.14.6. Pre-Tax Flexible Spending Account Plan

The Village offers a Flexible Spending Account Plan on a voluntary basis. This tax-advantaged plan allows employees to use pre-tax dollars to pay for certain benefit costs, which allows you the opportunity to increase take home pay.

Information regarding this plan is available from the Human Resources Department.

Section 3.16. Workers' Compensation

Work-related illness or injury is an illness or injury that arises in and out of the course of employment. The determination of compensability for a work-related injury or illness shall be made by the Village's workers' compensation insurance administrator in consultation with medical providers, and, if necessary, with Village management.

The first three (3) days of lost time resulting from a work-related injury shall be paid by the Village, and the time so lost shall not be deducted from the injured employee's accrued sick leave. Any additional time lost for a the same work-related illness or injury shall be compensated as provided for under the Illinois Workers' Compensation Act and the Illinois Occupational Disease Act, whichever is applicable.

Section 3.17. Employee Health and Wellness

The Village is concerned with employee health and well-being. In recognition of this concern, the Village has an Employee Wellness policy Program. The policy program is designed to assist employees and their families in maintaining optimal physical and mental well-being. The services that may be required or desired by the employee and/or his immediate family include, but are not limited to, inoculations, blood pressure screening, short-term counseling, or other similar preventative medical procedures. Referrals may also be made. Employees may bring confidential requests for help to the attention of their supervisor, department head, Human Resources Director, or the Village Manager. Specific steps will be arranged through the Human Resources Department. The cost of such programs is borne by the employee. However, the Human Resources Department may work with employees to find effective and affordable services. These arrangements are made confidentially.

In addition, the Village has an Employee Assistance Program established to assist the needs of its employees and their families. The plan description is distributed to all new employees and periodically to all current employees. Information can also be obtained through your supervisor, Department head, or the Human Resources Director, or via the online document management system (PowerDMS).

Section 3.18. Training and Tuition Reimbursement

3.18.1. Training

The Village recognizes that attendance at and participation in seminars or conferences are valuable methods for updating job knowledge, skills, and abilities. Requests by employees to attend seminars, conferences, workshops, conventions, and the like should be submitted through their immediate supervisor for review and approval.

Expenses for Village-required or permitted training sessions, including fees, supplies, and books, may be reimbursed by the Village. Travel, lodging, meals, and other related costs may be reimbursed pursuant to the Village's travel expense policy, which is contained in Article 16. Only the actual time spent in such training shall be included in the hours of work for the purposes of calculating an employee's compensation during the period of training. Overtime pay for time spent traveling to and from training sessions shall be as governed by the Fair Labor Standards Act.

Employees attending Village-required training conferences, seminars, and the like are required to submit a report to their department head, or, in the case of a department head, to the Village Manager, summarizing and reviewing the topics and information received, including a recommendation on the value of the training for Village service programs, along with any additional information requested by the department head, Village Manager, or Village Board.

Any employee attending any conference, meeting, class, seminar, convention, or similar occasion as a representative of the Village of Algonquin is expected to conduct himself in a manner as if he was still at work. Any improper conduct will be treated as if it occurred during regular working hours and may be subject to disciplinary action, up to and including immediate termination of employment.

ARTICLE 4 EMPLOYEE RECRUITMENT, HIRING, AND APPRAISAL

Section 4.1. Recruitment

The Village recruits candidates, both externally and or internally, for vacant positions at all levels except as otherwise provided for by state statutes.

Recruitment for positions shall be by the Human Resources Director under the supervision of the Village Manager unless otherwise provided for by state statutes.

Candidates for sworn positions within the Police Department are also recruited according to Police Commission Rules and Regulations. Applications for employment will be received only at the Ganek Municipal Center Administrative Offices. All applications must be on an application form that has been approved by the Village Manager but may be supplemented by letters, resumes, and other credentials. For additional information regarding recruitment, refer to the Village's Employment Outreach Program available through the Human Resources Department.

Section 4.2. Hiring and Placement

All employees, except sworn police officers shall be hired by the Human Resources Department with advance approval of the Village Manager based on the Village Code. Notification of hiring is made in writing by the Human Resources Department and specifically indicates the position, wage or salary, starting date, conditions of employment, and other appropriate information. If the Village Manager position is vacant, hiring shall be approved and notification made by the Village Board in consultation with the Human Resources Director.

As expressed in Section 1.3, At-Will Employment, except for employees under the jurisdiction of Police Commission rules and regulations, employees of the Village are "at-will" employees. In the state of Illinois, it is presumed by case law that all employees are "at will." "At-will employment" means that an employee may terminate his or her employment at any time, with or without cause, and with or without notice. The village may also terminate the employment and compensation of any employee at any time, with or without cause, and with or without notice. No section of this manual shall be interpreted as giving up this right by the Village or any employee.

Sworn police officers shall be hired disciplined and discharged pursuant to Police Commission rules and regulations and, if applicable, pursuant to the terms of a valid collective bargaining agreement, including successful completion of applicable tests and physical examinations. Appointments are made by the Police Commission from established eligibility lists. Notification of placement on an eligibility list and appointments shall be made in writing. Sworn police officers are subject to a probationary period.

All applicants who are offered employment with the Village who serve in a safety-sensitive function and/or are required to hold a CDL driver's license will be required to undergo a physical examination by an approved physician, which will include a drug and alcohol use screening test, with results satisfactory to the Village as a condition of employment. The Village will pay the cost of the required physical examination and testing.

All applicants who are offered employment with the Village may be required to undergo, and successfully pass, a physical examination by an approved physician and/or a drug and alcohol use screening test, with results satisfactory to the Village as a condition of employment. The Village will pay the cost of the required physical examination and testing.

Section 4.3. Performance Appraisals

4.3.1. Purpose

The performance evaluation program is intended to do one or more of the following:

- 1. Provide employees with formal feedback about their performance.
- 2. Commend employees for good or excellent performance.
- 3. Set job specific expectations for each employee and job description.
- 4. Provide recommendations for improving performance.
- 5. Identify areas where employees might benefit from training.
- 6. Review previously set goals and objectives and establish new goals and objectives.

4.3.2. Evaluation Periods

Employee performance is regularly evaluated on an as needed basis as determined by their supervisor(s).

An individual employee's performance should be formally appraised at the end of six months beginning from the first date of employment with the Village or from the start date in a new position. A new employee's performance may be reviewed earlier than six months, more often if needed for developmental or performance-related reasons. A second appraisal of a new employee is generally conducted after the employee's anniversary date is reached. Evaluations should be done at or before the due date. Thereafter, performance is regularly evaluated according to our Merit Compensation Program. An employee whose salary falls below control point will may be reviewed every six months from their date of hire. An employee whose

salary is equal to or above control point will be reviewed on their anniversary date on or before May 1.

When determined necessary by a department head, the Human Resources Director, or the Village Manager, an employee's performance may be evaluated more or less frequently than the regularly scheduled evaluation. The Village Manager may make salary adjustments at the time of performance appraisals based upon the nature of the performance.

Sworn police officers (with the exception of the Police Chief) have a longer initial evaluation period that is of at least one year's duration, according to Police Commission rules and regulations.

4.3.3. Evaluation Procedures

Employee evaluations in accordance with the Merit Compensation program shall be in writing.

All employees should meet individually with their supervisor or department head at the end of each review period to discuss the results of their performance evaluations. Employees shall have the opportunity to comment in writing on the evaluation form prior to signing it. The evaluation shall be retained by the Village and become part of the employee's personnel file.

If an employee wishes to dispute his evaluation, he may do so within thirty (30) days of the evaluation. Such disputes must be in writing and transmitted through the proper administrative channels (i.e., following the chain of command, such as immediate supervisor, next supervisor, department head, Human Resources Director, and Village Manager). The Village Manager shall be the final review authority in all disputes, and his decision is final. If the employee still disagrees with the Village Manager's final decision, he can ask that the written dispute be added to the employee's personnel file, as provided in Section 9.1, paragraph 5.

Section 4.4. Promotions

The Village may promote from within whenever practical and when it is in the best interests of the Village to do so. Employees may prepare for and seek promotional opportunities. When practical, all positions are posted within the Village prior to the start of the external recruitment process. In some cases, external and internal recruitment are conducted simultaneously.

Promotions of sworn police officers are under the jurisdiction of Police Commission rules and regulations and State of Illinois statutes.

ARTICLE 5 EMPLOYMENT TERMS AND CONDITIONS

Section 5.1.

The Village Manager may grant a variance, in writing, to deviate work hours based on business needs. This would include hours, days of the week, or telecommuting from home.

Currently, the Ganek Municipal Center normal working hours are 8:00am to 5:00pm but may be subject to change at the discretion of the Village Manager. The regular Village Hall Center office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Regular full-time employees working in the Village Hall are expected to work these hours unless revisions are authorized by the Village Manager, and to report for work promptly. Regular Full-time employees are entitled to one unpaid hour for lunch, which should generally be taken between 11:00 a.m. and 2:00 p.m., unless previously approved by the appropriate Supervisor Department Head or the Village Manager, based on characteristics of a specific job assignment or responsibility. The standard workweek and/or lunch hours of individual employees may vary as a result of the operational demands of each department. Scheduling of lunch periods will be with the approval of the employee's supervisor, department head, or Village Manager. The total regular hours in the workweek will be 40 hours.

Certain regular full-time personnel in the Police Department and Public Works may be assigned different starting and ending times based upon needs of the department and the services provided. Scheduling of meals and breaks may also be different, as approved by the department head and Village Manager. However, all other parameters shall apply to these departments.

Regular Part-time employees are expected to work the hours they are scheduled each week and to report for work promptly. A regular part-time employee who is scheduled to work five (5) or more consecutive work hours on any one day is entitled to one 30-minute unpaid lunch hour, which should be taken close to the middle of the employee's workday.

Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties.

Employees may request a "flextime schedule" from their department head. If and when a flextime schedule is established, department heads may consider their department's needs, accessibility and service to the public, seasonal activities, and other obligations. In accommodating a flextime schedule, employees must work part of their workday between the core hours of 9:00 a.m. to 3:00 p.m. The use of flextime is a privilege and not an entitlement; its use may be withdrawn at any time if its use creates an obstacle to providing Village services. All flextime is to be approved by the Human Resources Director.

The Village is committed to helping employees face the demands of juggling work, family, and life related issues. Therefore, employees may request a "flextime schedule" from their supervisor. Flexible work schedules are adjustments to the employee's regular work schedule on a recurring basis, for an extended period of time, to respond to work/life needs of an employee. Examples of potential situations are:

- 1. Attending classes for a degree program or academic enrichment.
- 2. Transporting children to/from day care or school.
- 3. Accommodating an illness (employee or family member) that would require an employee to be unable to work their regular shift.
- 4. Matching employee work hours to peak productivity time periods.

- 5. Increasing flexible use or time-sharing or to offset peak use of centralized offices or equipment.
- Extending customer service hours.

A "flextime schedule" provides employees with increased flexibility with their work schedule while allowing the Village to maintain a progressive and productive work environment. Flextime schedules are not appropriate for all employees or positions and are not a universal employee benefit. Mandatory conditions must be met for a flextime schedule to be approved:

- 1. The employee must have a satisfactory attendance record.
- 2. The employee must be meeting all performance expectations in their current role
- 3. The employee must be consistently demonstrating the ability to complete tasks and assignments on a timely basis
- 4. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or customer service.
- 5. Employees schedules should cover a portion of their workday between the core hours of 9:00 a.m. to 3:00 p.m.

The revised schedule must continue to support the operational needs of the Village and allow for appropriate oversight of the employee's work. Supervisors may also consider their department's needs, seasonal activities, and other obligations when considering flextime schedules.

The use of flextime is a privilege and not an entitlement; its use may be revised or withdrawn at any time if its use creates an obstacle to providing Village services. All flextime is to be approved by the Human Resources Director.

Section 5.9. Village Telephone and Facsimile Machine Use

Employee contact with family members and other personal local telephone calls must be held to an absolute minimum. Employees are permitted to use Village telephones for personal reasons only in cases of absolute necessity. This is a privilege and not a right, and shall not interfere with the performance of any employee's normal work duties.

Long distance or toll phone calls or facsimile transmissions may be made for personal reasons only in cases of emergency and shall be approved in advance by the employee's supervisor. The employee shall reimburse the Village the cost of such calls.

Section 5.9. Communication Device Use

Employee contact with family members and other personal communications must be held to an absolute minimum. Communication devices (Village or private) shall be used for personal reasons only in cases of <u>absolute necessity*</u>. All personal communications, other than those of absolute necessity, shall be performed from personal communication devices and only during scheduled or approved lunch and break periods. However, exempt employees who are assigned Village communication devices in order to insure twenty-four hour per day accessibility may utilize the devices for nominal personal use, provided that the costs incurred do not exceed standard Village contract charges for the device. Communication device use for personal reasons is a privilege and not a right, and shall not interfere with the performance of any employee's normal work duties.

*Definition of Absolute Necessity Communications

The definitions of Absolute Necessity Communications is personal communications of minimal duration and frequency, which cannot be made at another time, and are emergencies or are essential to allowing the employee to continue working. Examples

of absolute necessity communications are contacts to arrange for unscheduled or immediate care of a dependent, a family emergency, or to alert others of an unexpected delay due to a change in work or travel schedule.

Under no circumstance should any communication device be used while operating machinery or performing a work-related duty where the use of the device could create a safety hazard or disrupt the performance of work-related duties, except in emergency situations. However, all employees must follow any national, state, local, or regulatory agency mandates governing this issue (i.e. no texting while driving) that applies to the city, county, or state that you are driving or working in. Under no circumstances will the use of a camera on a cell phone be permitted by any employee on Village property or while performing job duties for the Village unless the use is for official business. All employees are expected to respect the privacy rights of other employees and to treat job-related documents and information with an appropriate level of security and confidentiality. Any employee who violates these principles through the inappropriate use of a camera cell phone may be disciplined up to and including termination.

The Village will not be liable for the loss or damage of a personal communication device brought into the workplace.

Abuse of communication device privileges interferes with an employee's ability to conduct Village business and reflects negatively on the Village. Excessive personal business on Village time (whether that is communication device use or other personal business) is considered inefficient and a dereliction of duty, and is subject to the progressive disciplinary process, up to and including immediate termination, as determined by the department head's and/or village manager's discretion.

In exchange for the right to use personal phone and/or communication devices during an employee's work hours, the employee gives the Village the right to request and receive a copy of the employee's personal phone records for the specific period of 15 minutes before and after any work-related accident or injury during his/her work hours.

Section 5.9. Communication and Technology

A separate policy on Communication and Technology can be found in PowerDMS (the Village's online document management system).

Section 5.11. Political Activities

Employees of the Village serve all Village residents equally and have certain responsibilities to residents. A Village employee also has rights as a citizen and is allowed to participate in political activities subject to the conditions listed herein. The political opinions or affiliations of any resident shall in no way affect the amount or quality of services received from or provided by the Village.

An individual's political affiliation, preference, opinion, or activities will not, in any way, influence the selection, hiring or any other term or condition of employment of a Village employee. Such will not be considered in employee promotion or assignment. The following guidelines will be used in defining political activity within the community:

No employee shall use Village facilities, including the telephone, copy machines, printers
or any other Village equipment or supplies for the purpose of preparing or promoting any
political campaign. Employees may not invite political candidates to campaign on Village
property.

Section 5.12. Media Relations

The Village Manager, designated PIO, Village President and members of the Board of Trustees shall be the primary spokespersons of the Village on all official actions of the Village. If they are not readily available, the Village Manager or an authorized designee shall be the primary spokesperson on all official matters of the Village.

However, in order to provide for the practical need for reasonable accessibility to staff and dissemination of information, the Village Manager's designated representative(s) and Department Heads may also furnish information to the media, consistent with their knowledge of the subject at hand and ability to act as a spokesperson for the Village.

Prudence should be followed in making statements to the media and respecting protocol within the organization. Any comments on proposed changes to established policy or procedures must be stated as a recommendation. Comments to the media or general public on decisions made by the Village Board should be factual in nature when speaking as an employee of the Village.

In order to prevent misinformation or inappropriate information from being distributed to the media, other employees should not speak for the Village regarding Village business with members of the media without the knowledge of their Supervisor department head or designee.

All news releases must be approved by the Village Manager prior to being released.

Section 5.14. No Solicitation/No Distribution

Soliciting, collecting, distributing, or selling for any purpose between employees of the Village during the work time of the soliciting employee or the employee being solicited, or between employees, residents or the general public during the work time of the soliciting employee is prohibited must not interfere with Village operations. "Work time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times, and time before and after work hours. Work time means the time during which either the soliciting employee or the employee being solicited should be working. Work time does not include lunch periods or other periods when employees are not expected to be actively working.

Solicitation of Village employees and residents or members of the general public who are on Village property, or the distribution of literature, pamphlets, or other materials by individuals not employed by the Village is prohibited on all Village property must have approval by a Department Head or Village Manager.

No employee shall solicit a contribution, construed to mean either an overt or covert request or demand, or any action that implies that a contribution is necessary or advisable in order for public business to be transacted.

ARTICLE 6 EMPLOYEE HEALTH AND SAFETY

Section 6.2. Reporting Work-Related Injuries

If an employee is injured on the job, no matter how minor or insignificant the injury may seem, the employee must:

1) Make a full written report on his or her condition and the circumstances surrounding the injury, including all witnesses, as soon as possible after its occurrence. The Village will provide reporting forms and the employee may obtain the form (Illinois Form 45: First

Report of Injury and/or any other required forms) from his or her Department Head or the Human Resources Director:

- 2) Submit the Illinois Form 45: First Report of Injury to their Department Head as soon as possible after the injury or illness, but in no event later than the completion of that business day. The Department Head will immediately forward said form along with the Supervisor's Injury Accident Report (and/or any other required forms) to the Human Resources Director:
- 3) Failure of the employee to report the injury or illness or to report for any physical examination as required or scheduled by the Village or its Workers' Compensation insurance carrier, or submission of a false report, may result in disciplinary action, up to and including immediate termination of employment.

Human Resources will provide the departments with a detailed procedure for handling all work-related injuries and accidents. Human Resources maintains detailed work-related procedures as well as injury and accident reports in PowerDMS (an online document management system) for all supervisors to access.

Section 6.3. Smoking Tobacco Use

It is the Village's goal to provide a healthy, comfortable, productive, and safe place to work. There is indisputable evidence that smoking is detrimental to good health; therefore, the Village's policy is that it will regulate smoking in the workplace. The Village strives to provide a smoke-free work environment for employees and for the public who use its facilities.

Employees, as well as all other persons, such as vendors, private contractors, citizens, or visitors, are prohibited from smoking in Village buildings and facilities at any time, including non-working hours. Employees may not smoke in Village vehicles. Failure to comply with these rules may result in disciplinary action, up to and including immediate termination of employment.

Failure to comply with these rules may result in disciplinary action up to and including immediate termination of employment."

It is the Village's goal to provide a healthy, comfortable, productive, and safe place to work. There is indisputable evidence that smoking and tobacco use is detrimental to good health; therefore, the Village's policy is that it will regulate smoking and tobacco use in the workplace. The Village strives to provide a tobacco-free work environment for employees and for the public who use its facilities.

Smoking, or the use of any form of tobacco, is strictly prohibited to anyone (e.g., staff, other employees, contractors, subcontractors, volunteers, visitors, and members of the public) on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited. Failure to comply with these rules may result in disciplinary action, up to and including immediate termination of employment. See Tobacco-Free Campus Policy.

ARTICLE 7 EMPLOYEE DISCIPLINE

Section 7.2. Guide for Determining Unacceptable Behavior

In addition to other guidelines outlined in this manual, administrative procedures, and relevant rules of the various departments, the Village has established certain minimum standards of conduct. Some of the prohibited conduct work rules which employees should be familiar with are listed below. Violations of such rules Participating or engaging in such conduct will subject an employee to disciplinary action ranging from an oral reprimand to immediate termination of employment, as deemed appropriate by the department head and/or the Human Resources Director and Village Manager. The illustrations of offenses listed are by way of example and are not intended to be all-inclusive; rather, the illustrations provide a general guide for determining unacceptable behavior. These rules do not limit the right of the Village to discipline or terminate an employee for any other reason. The Village may revise or change these rules as it deems necessary without prior notice.

- 4. Providing false information or information the employee should have known to be false to a department head, Human Resources Director, Village Manager, Member of the Village Trustee, Village President, or any other Village representative during an investigation of a Village- or employment-related incident.
- 8. Creating or contributing to an unsafe condition on Village premises or failing to adhere to safe operating operational or management practices.
- 14. Being absent for three (3) consecutive days without proper notification to the Village. Excessive, unreported, or unexcused absences from work. Trends and/or abuse of sick leave privileges or policy.
- 23. Violating the Village smoking Tobacco-Free Campus policy.
- 26. Being found guilty of Misconduct or impropriety of similar seriousness to those items listed above.

Section 7.3. Forms of Discipline

The following forms of discipline are considered progressive and are listed in order of increasing severity. However, the Village may skip any level of discipline.

7.3.3. Suspensions

- A) Suspensions are a temporary removal from employment accompanied by a concurrent temporary loss of the privileges of employment including, but not limited to, wages or salary. Suspensions without pay may only be used for nonexempt employees. Suspensions may be used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a less severe nature.
- B) Suspensions may be imposed for not less than one (1) but not more than five (5) days. Written notice of the suspension shall be placed in the employee's personnel file.
- C) In the event any order of suspension is reversed or reduced, the employee shall be paid any lost wages, salary, or benefits.

ARTICLE 9 EMPLOYEE PERSONNEL FILES

Section 9.1. General Contents

The following are examples of items that might be kept in an employee's personnel file:

- 1. employment application/resume
- 2. tax forms
- registration/certification/degree
- 4. orientation materials
- 5. performance appraisals
- 6. disciplinary notices
- 7. commendation forms and letters
- 8. incident reports
- 9. vacation requests
- 10. individual daily time sheets
- 11. overtime records
- 12. sick time records

Employment Eligibility (I-9) forms and copies of supporting documentation will be kept in a separate file. Medical records pertaining to work and any drug/alcohol test results will also be kept in a separate file.

ARTICLE 14 SEXUAL ANTI-HARASSMENT POLICY

Section 14.1. Statement of Policy

Sexual—Harassment is illegal. The Village of Algonquin is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Accordingly, this Village intends to enforce its Sexual Harassment Policy in all aspects of the Village's operations in order to create an environment free from discrimination of any kind, including sexual harassment.

The Village's procedures dealing with sexual harassment issues are contained in **Appendix F** of this manual.

ARTICLE 15 EMPLOYEE ETHICS

Employees are expected to conduct themselves in a professional and businesslike manner without any appearance of impropriety. As in any organization, Village employees are ambassadors for the Village and represent the values and accepted practices of the Village.

Employees should avoid any possible conflict of interest and are required to abide by the following rules:

- F) Employee Economic Interests Disclosures. All employees required by state statute to file an annual economic interest report shall do so. Evidence of the proper filing of these disclosures must be filed with the Village Clerk's office Human Resources Department.
- G) Employment of Relatives. No official, appointee, or employee shall employ or advocate for employment, in any department or area over which said official, appointee, or

employee either serves or exercises jurisdiction or control, any person who is a relative of said official, employee, or appointee, or in exchange for or in consideration of the employment of any of said official's, employee's, or appointee's relatives by any other official, appointee, or employee. The Village Manager may grant exceptions to this policy for temporary or part-time, Interns or seasonal positions. This policy does not preclude the hiring of employees' relatives, but the hiring decision shall not be made by the employee who is related. No employee shall serve as the direct supervisor of a relative of said employee nor serve in the same department as the relative without the consent of the Village Manager.

ARTICLE 16 EMPLOYEE TRAVEL

This Article will be removed and replaced with Finances' new Travel Policy

Section 16.1. Statement of Policy

Employees are expected to exercise reasonable judgment and a proper regard for economy when incurring travel expenses. All employees must receive prior approval from the department head for travel and are required to submit the appropriate itemized expense report, as well as receipts or other appropriate documentation for expenses, to the Finance Director to be eligible for reimbursement.

16.1.1. Use of Village-Owned Vehicles

When possible, employees should use Village-owned vehicles when transportation for job purposes is required. Use of Village-owned vehicles must be approved in advance by the employee's supervisor. Acquisition of gasoline and other automobile needs shall be from Village facilities, at least at the outset of the trip. If cash or credit cards are used for subsequent fuel purchases on the road, receipts must be obtained for reimbursement. Maintenance needs of Village vehicles shall be completed within Village facilities except in urgent situations. Village vehicles are to be used only for Village business. Consumption of alcohol is prohibited if the employee is utilizing a municipal vehicle.

16.1.2. Use of Personal Vehicles

When a Village vehicle is not available for individual use for job purposes, employees may use their personal vehicles with prior approval of the Village Manager. Employees may be reimbursed at a rate set by the Village Manager from time to time. No reimbursements will be approved without the prior approval from the Village Manager. When employees use their own vehicles for job purposes, their automobile insurance will be the primary insurer and the Village's insurance will be the secondary insurance.

16.1.3. Other Means of Transportation

Air, train, or bus travel reimbursement is limited to coach or economy fares. Out of town local travel must be by the most economical means to qualify for reimbursement.

16.1.4. Lodging

Hotel and motel reservations will be made in advance whenever possible. Reimbursement for lodging shall be limited to the minimum number of nights required to conduct Village business. No lodging expense shall be reimbursed for meetings or training sessions held in the Chicago metropolitan area unless it can be demonstrated that it is impractical for an employee to commute due to late evening and/or early morning sessions.

If an employee's spouse shares lodging, reimbursement will be limited to the single rate applicable to the room so occupied.

16.1.5. Meals

When an employee is required to stay overnight for training, a *reimbursement to cover meals will be provided at the actual cost, or up to \$32.00 dollars per day to be used for breakfast,

lunch, and dinner. There are no limits on the amount allocated per meal, as long as receipts are provided and it does not exceed the \$32.00 \$45.00 total for all meals combined.**

When an employee is <u>not</u> required to stay overnight for training, that employee is allowed a maximum of:

\$6.00 for breakfast**

\$10.00 for lunch**

\$16.00 for dinner**

*Receipts are required for all meals and/or reimbursement.

**If the training/conference has meals provided as part of the fee, those meals will not be reimbursed (i.e., if lunch is offered, no reimbursement will be paid for lunch). In addition, if a meal is provided for an overnight stay, the maximum reimbursement will be reduced by the value of the meal provided (i.e., \$32.00 minus the \$10.00 for lunch = \$22.00 maximum reimbursement).

The Village Manager, may make an exception, provided that appropriate documentation is furnished

16.1.6. Other Expenses and Procedures

Other expenses such as parking, tolls, tips, and the like at a reasonable and generally accepted rate will be reimbursed. Receipts shall be provided wherever possible or the expense separately itemized on the expense report.

Travel advances may be obtained in the Administration Department according to departmental policy. Other procedures to effectuate and administer the above travel policy are issued by the Village Manager or Finance Director t from time to time.

ARTICLE 16 RESIGNATIONS, LAYOFFS, TERMINATIONS, AND TRANSFERS

Section 16.5. Transfers

A lateral transfer consists of a reassignment of an employee to another job of similar pay, status, classification, and responsibility. Transfers are made whenever feasible or necessary to meet the needs of the Village.

Transfers, when possible, will be discussed in advance with the affected employee in order to explain reasons for the transfer and, when possible, to give consideration to the employee's wishes.

Reassignments due to reorganization can, however, result in a downgrade in job classification based on responsibilities, workload, or other relevant factors.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX A - FAMILY AND MEDICAL LEAVE ACT POLICY AND PROCEDURES

Section 3.10.1. Provisions.

In accordance with the Family and Medical Leave Act (FMLA), and subject to the conditions stated below, the Village will grant to eligible employees up to twelve (12) weeks of job-protected unpaid family and medical leave, per twelve (12) month period, for any one or more of the following reasons:

- A. *The birth of an employee's child, to care for such child or the placement of a child with the employee for adoption or foster care. (Leave for this reason must be taken within the twelve month period following the child's birth or placement with the employee. If both spouses work for the Village, each is permitted to take only a combined total of twelve (12) weeks leave during any twelve (12) month period.)
- B. To care for the employee's immediate family member, if the immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.

*As a female, you are eligible for 12 weeks of leave, described as follows: the initial six weeks of leave following the birth of your child (or during pregnancy as a result of complications) is considered leave for your own serious health condition. Once the six weeks have lapsed (after the birth of your child) you are able to remain off work for an additional six weeks (12 weeks total) however, your benefit usage would then qualify for the care of and bonding with a newborn child. If, after the initial six weeks, your doctor qualifies you for additional leave due to a "serious health condition" you must provide the appropriate Federal FMLA documentation (provided by H.R.) from your doctor.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX E - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

E. Employees required to hold CDL licenses shall be subject to the D.O.T. McHenry County Municipal Risk Management Agency policy and program for drug and alcohol testing in compliance with Federal regulations as may be adopted from time to time. Such policy and program is published under separate cover and may contain regulations and standards not listed herein.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX G – FAMILY MILITARY LEAVE

Employees who have been employed with the Village for at least 12 months and for at least 1250 hours of service during the previous 12-month period may be eligible for Family Military Leave. Family Military Leave is leave requested by an employee who is the spouse, parent, child or grandparent of a person called to military service lasting longer than 30 days with the State of Illinois or the United States pursuant to the orders of the Governor or the President of the United States.

Eligible employees will be granted up to 30 days of unpaid family military leave during the time federal or State of Illinois deployment orders are in effect subject to the conditions of this Section. The number of days of leave provided to an eligible employee because the employee's spouse or child is called to military service shall be reduced by the number of days of leave provided to the employee under Appendix A of this Manual regarding the Federal Family and Medical Leave Act because of any qualifying exigency arising out of the fact that the employee's spouse or child is on covered active duty in the Armed Forces as defined above in Appendix A.

Employees wishing to take said leave shall give at least 14 days' notice if the leave will be 5 consecutive work days or longer. The employee shall consult with the Village to schedule the leave so as to not unduly disrupt the operations of the Village. Employees taking less than 5 days leave should give advanced notice where practicable. The Village may require certification from the proper military authority to verify that the employee is eligible for said leave.

Employees shall not take Family Military Leave until they have first exhausted all accrued vacation, personal and all other paid benefit time except for sick or disability leave.

Job Protection: Employees taking said leave will be restored to their position or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment and shall retain all employee benefits accrued before the date on which the leave commenced. Employees should arrange for the payment of their health insurance benefits during their leave.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX H - VICTIMS' ECONOMIC SECURITY AND SAFETY ACT

A. <u>Statement of Policy</u>.

In accordance with the Victims' Economic Security and Safety Act (VESSA) and subject to the conditions stated below, the Village will grant eligible employees reasonable accommodation, including job-protected leave during which health insurance will be maintained as if the employee were working full-time and after which the employee will be reinstated to the same or equivalent position.

B. <u>VESSA Leave</u>.

If an employee, or a household or family member of the employee, is a victim of domestic or sexual violence as defined by VESSA, the employee may take leave in accordance with VESSA for the purposes below.

1. Permissible purposes for leave:

- 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'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 victim's 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.
- 2. Period and Schedule. An employee shall be entitled to a total of 12 weeks of unpaid leave during any 12-month period. The leave may be taken all at once, intermittently, or on a reduced work schedule.
- 3. Notice. The employee must give at least 48 hours advance notice of his or her intention to take VESSA leave unless such notice is not practical. If the employee

- takes an unscheduled absence, the Village will require certification pursuant to the following section.
- 4. Certification. The Village may, in its sole discretion, require the employee seeking VESSA leave to provide certification that the employee or family or household member is a victim of domestic or sexual violence as defined by VESSA, and that the leave sought is for one of the permitted purposes. The employee must provide certification as soon as practicable after the Village requests certification. To the extent permitted by law, any certification provided to the Village will be confidential. Examples of valid certification are:
 - 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.

C. Maintenance of Benefits.

- 1. Returning to work. An employee returning to work after taking VESSA leave shall be entitled to his or her current position or an equivalent position, with no loss of benefits accrued prior to the date of leave. However, employees are not entitled to accrue seniority, benefits, rights, or positions for the period of leave, even if such leave is intermittent or on a reduced work schedule. Further, the Village shall be entitled to require the employee to report periodically on the employee's status and intention to return to regular employment.
- 2. Health benefits. Health insurance for the employee and any family or household members will be maintained in full during any VESSA leave. The Village may recover premiums paid during leave if the employee fails to return to work after the allotted leave expires in certain circumstances.

D. Other Leave.

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 Family and Medical Leave Act. Employees may substitute paid benefit time off for the unpaid leave allowed under VESSA.

E. Employment Sustainability.

The Village will not discharge, retaliate or discriminate against an employee based on the employee's having been a victim of domestic or sexual abuse, the employee's request for or taking of VESSA leave, or the employee's request for a reasonable job-related accommodation based on actual or threatened domestic or sexual violence. The Village will endeavor to provide qualified employees subject to VESSA a reasonable accommodation so as to allow employee to continue working for the Village so long as it does not pose an undue hardship for the Village.



PERSONNEL MANUAL FOR THE VILLAGE OF ALGONQUIN

ADOPTED FEBRUARY 6, 1996 REVISED JANUARY 1, 2006 REVISED SEPTEMBER 21, 2010 REVISED JULY 1, 2017

WELCOME TO YOUR EMPLOYMENT WITH THE VILLAGE OF ALGONQUIN

Congratulations on your selection as an employee with the Village of Algonquin. While there are many things that make the Village of Algonquin a good place to live and work, the warm, friendly, and neighborly people who live here are one of its greatest assets.

This manual is your reference guide on Village employment policies and benefits. Familiarity with this material will be to your advantage and is also your responsibility. Many of the questions that may come up during your employment are answered here. Your supervisor will also be able to answer other questions that are not addressed in this document. If any policy is still unclear and you would like further explanation, please contact the Human Resources Director or the Village Manager's Office.

Always keep in mind that the citizens of Algonquin are your ultimate employer. As local public officials and employees, we are the primary service organization for the Village's residents. Customer service must be our first priority, and every citizen is our best customer. Each public contact is an opportunity for excellent performance--whether it is handling a complaint, a request for service, or an occasional thank you. Our primary goal is always to provide the citizens of the Village with quality service in a prompt, fair, and courteous manner. I hope that you will enjoy working with us towards accomplishing this goal.

Sincerely,

Tim Schloneger Village Manager

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ARTICLE 1. GENERAL PROVISIONS

Section 1.1. Application and Scope

This document shall be known as the Village of Algonquin Personnel Policy Manual. This manual is designed to assist employees in performing their duties and responsibilities. This manual does not, and is not intended to, cover every aspect of Village operations. The purpose is to enable employees to gain a better understanding of their role as a member of the Village staff and to provide general guidelines and procedures in relation to their employment.

This manual applies to all Village employees. However, it is recognized that all sworn employees of the Police Department, with the exception of the Police Chief, are under the jurisdiction of the Police Commission. Therefore, where any provision herein conflicts with Police Commission rules and regulations, the Police Commission rules and regulations shall control to the extent of that specific conflict only.

Section 1.2. Precedence of Collective Bargaining Agreement

Where any provision in this manual conflicts with a valid collective bargaining agreement between the Village and a recognized bargaining unit, the collective bargaining agreement shall take precedence over this manual to the extent of that specific conflict only.

Section 1.3. At-Will Employment

EXCEPT FOR EMPLOYEES UNDER THE JURISDICTION OF POLICE COMMISSION RULES AND REGULATIONS, EMPLOYEES OF THE VILLAGE ARE "AT-WILL" EMPLOYEES. IN THE STATE OF ILLINOIS, IT IS PRESUMED BY CASE LAW THAT ALL EMPLOYEES ARE "AT WILL." "AT-WILL EMPLOYMENT" MEANS THAT AN EMPLOYEE MAY TERMINATE HIS OR HER EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE VILLAGE MAY ALSO TERMINATE THE EMPLOYMENT AND COMPENSATION OF ANY EMPLOYEE AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO SECTION OF THIS MANUAL SHALL BE INTERPRETED AS GIVING UP THIS RIGHT BY THE VILLAGE OR ANY EMPLOYEE.

THIS MANUAL IS NOT INTENDED TO, DOES NOT CREATE, AND SHALL NOT BE CONSTRUED AS CREATING ANY CONTRACT OR OFFER OF EMPLOYMENT WITH THE VILLAGE, EXPRESS OR IMPLIED. FURTHERMORE, NO POLICY, BENEFIT, OR PROCEDURE SET FORTH IN THIS MANUAL IMPLIES OR MAY BE CONSTRUED TO IMPLY THAT IT, OR ANY PORTION THEREOF, IS AN EMPLOYMENT CONTRACT. NO PROPERTY OR TENURE RIGHTS IN EMPLOYMENT SHALL BE CREATED OR DEEMED TO BE CREATED BY THIS MANUAL. THE TEXT OF THIS MANUAL IS INTENDED ONLY TO DESCRIBE THE POLICIES AND PROCEDURES OF THE VILLAGE. NO CONTRACT OF EMPLOYMENT EXISTS BETWEEN THE VILLAGE AND ANY EMPLOYEE UNLESS THERE IS A SEPARATE WRITTEN AGREEMENT SIGNED BY BOTH THE EMPLOYEE AND THE VILLAGE PRESIDENT OR THE VILLAGE MANAGER. THIS MANUAL SHALL GOVERN ALL PERSONNEL ISSUES THAT ARE NOT OTHERWISE ADDRESSED BY THE TERMS OF ANY SUCH AGREEMENT.

UPON FORMAL ADOPTION BY THE VILLAGE, THIS MANUAL SUPERSEDES ALL OTHER PREVIOUS PERSONNEL RULES, REGULATIONS, POLICIES, AND PROCEDURES, WRITTEN OR ORAL. THE VILLAGE OF ALGONQUIN, AT ITS SOLE DISCRETION, RESERVES THE RIGHT TO AMEND, AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE, ANY TERM OR PROVISION OF THIS MANUAL.

IN THE EVENT ANY PROVISIONS OF THIS MANUAL CONFLICT WITH THE LAWS OF THE STATE OF ILLINOIS OR THE UNITED STATES GOVERNMENT, THE APPLICABLE STATE OR FEDERAL PROVISION SHALL TAKE PRECEDENCE.

THE TERM "MANUAL" SHALL MEAN THIS MANUAL AND ALL OF ITS APPENDICES COLLECTIVELY.

Section 1.4. Gender and Singular/Plural

Whenever the male pronoun is used in this manual, it is intended to refer to all employees, male or female. Words used in the singular also apply to the plural, and vice versa.

Section 1.5. Employment and Policy Definitions

Full-Time Employee: An employee who is normally scheduled to work forty (40) or more hours

per week and who is not an intern, seasonal, or part-time employee.

Part-Time Employee: An employee who is employed in a position that normally requires the

performance of duty for less than two thousand (2,000) hours per year. An employee who is hired for a specific position with no specific date upon

which employment ends.

Intern: An employee hired or assigned to work for a particular department to

enhance their studies, either paid or unpaid. This is typically a partnership

between a school and a sponsoring organization.

Seasonal Employee: An employee who is hired for a specific job and/or for a specified period of

time not to exceed 1,000 hours in a calendar year.

Hourly Employee: An employee who is paid by the hour. An hourly employee is generally

paid overtime for hours worked in excess of forty (40) hours per workweek.

Such an employee receives a "wage."

Salaried Employee: An employee who is paid a set rate for the pay period. Such an employee

receives a "salary."

Exempt Employee: An employee who is not entitled to overtime compensation for work in

excess of forty (40) hours in any given work week.

Nonexempt Employee: An employee who is entitled to compensation at the rate of one and one-

half (1.5) times his regular hourly pay for all hours worked in excess of forty (40) hours in any given work week (except as provided otherwise in this

manual).

Health Care Provider: A doctor of medicine or osteopathy, or any other person determined by

the federal government to be capable of providing health care services, including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives authorized to practice

by state law, and Christian Science practitioners.

ARTICLE 2. EMPLOYEE CLASSIFICATION AND COMPENSATION

Section 2.1. Development of the Classification Plan

The Human Resources Director shall prepare a job classification plan containing an inventory of all jobs within the various classifications existing in the Village and develop position descriptions, titles, grades, and salary ranges for all positions.

Section 2.2. Composition of the Classification Plan

The job classification plan shall consist of:

- A. A grouping of similar positions into classes of substantially similar complexity and responsibility that require the same general qualifications, offer substantially similar working conditions, and are compensated equitably within the same pay range.
- B. Position titles that identify each class of jobs.
- C. Position descriptions for all positions in the Village. Position descriptions will contain a summary description of the position and examples of essential duties performed by incumbents, identify the requirements of the position, and list the knowledge, skills, and abilities an employee who is expected to succeed in the position should have.
- D. Availability of Position Descriptions. The Human Resources Director will develop and maintain copies of each position description. Department heads have copies of position descriptions of the positions that exist in their departments. Each employee can obtain a copy of his/her position description from the department dead. The Village reserves the right to amend position descriptions at any time on an as-needed basis, after which employees will have an opportunity to review any changes made to their position description.

Section 2.3. Compensation

2.3.1. *Policy*

The Village's merit compensation program shall consist of the salary or wage paid.

2.3.2. Salary and Wage Ranges

As part of the Village's merit compensation program, the Human Resources Director shall establish salary and wage ranges for all non-union positions based on knowledge, skills, and abilities required for each position. Salary and wage ranges may be adjusted from time to time based on compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.

2.3.3. Compensation

Employees of the Village receive a salary or wage commensurate with the relevant labor market value of their position, their experience, skills and qualifications, and their individual performance. The compensation plan is a performance-based system that allows salary or wage adjustments to be made in regard to individual performance on the job. Employees may be eligible for salary or wage adjustments according to merit based on the results of the employee's performance appraisal. The Village Manager may make salary or wage adjustments within a given fiscal year based upon such factors as, but not limited to, grade changes, promotions, reclassification of positions, or job performance consistent with the staffing levels authorized and funds available within the approved Village budget. There is no pay pyramiding; that is, the appropriate compensation shall not be made more than once for the same hours worked under any provision of this manual.

Employees covered by valid collective bargaining agreements may be eligible for salary or wage increases pursuant to the terms of such agreements. Such employees will still receive performance appraisals. For further details on performance appraisals, see Section 4.3.

2.3.4. Benefits

Employee benefits are established and amended from time to time, when necessary. For further details on benefits, see Article 3.

2.3.5. Overtime

A. Nonexempt Employees: All nonexempt employees are eligible for overtime compensation as provided herein except for sworn police officers who will be paid overtime compensation pursuant to § 553.230 of Title 29 of the Code of Federal Regulations, or pursuant to the terms of a valid collective bargaining agreement, whichever is applicable. This clause does not apply to the Police Chief and Deputy Chiefs, who are sworn officers but exempt employees. Unless otherwise provided for in a valid collective bargaining agreement with a recognized bargaining unit, employees are compensated at time and one-half of their regular hourly or base pay rate for all hours worked in excess of forty (40) in any given work week. These employees are subject to the provisions of the Fair Labor Standards Act.

In determining overtime compensation, the hours worked shall be considered — as only the hours an employee is on Village duty performing Village work as well as hours of the workweek used for vacation, holiday, personal day, jury/witness duty, comp time, bereavement leave, and verified FMLA. The following types of leave do not qualify for and are not included in the calculation of overtime compensation: leaves of absence, as well as hours of the workweek used for sick leave absence without a written health care provider's note approving the absence, or workers' compensation (except workers' compensation situations where employees are receiving medical attention on Village premises, or at the direction of the Village, during normal working hours). An exception to this applies to employee's subject to unscheduled callouts, who shall be paid a minimum of two (2) hours of overtime pay for each callout.

- B. Exempt Employees: Exempt employees are those employees who are assigned to executive, administrative, or professional positions within the meaning of the Fair Labor Standards and the Illinois Minimum Wage Law and, therefore, are not entitled to overtime compensation for hours worked over forty (40) in any given workweek. The classification of positions that are exempt or nonexempt is available in position descriptions or in the Fair Labor Standards Act and the Illinois Minimum Wage Law.
- C. Workweek: For payroll purposes in determining overtime, the standard workweek of Village employees shall be from 12:00 a.m. Monday to 11:59 p.m. the following Sunday.
- D. Overtime Scheduling: Overtime scheduling in all Village departments must be approved by the employee's supervisor. Scheduled overtime must be approved prior to the scheduling of such overtime. Unscheduled overtime must be approved by the employee's supervisor. Exceptions can be made by the Village Manager and/or the department head of any affected department to account for emergency service. Emergency service is defined as any "Emergency Declaration" declared by the Village President, Village Manager or Board of Trustees. severe weather conditions, utility system breakdowns, or situations requiring unusual public safety measures.

2.3.6. Compensatory Time

Overtime worked will be paid to the employee unless the employee has requested approval for compensatory time from his supervisor prior to the work being performed. Department heads have the right to restrict the accrual of compensatory time and require the employee to be paid out according to the Act.

Compensatory time, if elected and approved by the employee's supervisor and the applicable department head, will be granted at a rate of one and one-half hours of compensatory time off for every hour of overtime worked. Compensatory time shall be taken in not less than 15 minute increments

All compensatory time in excess of forty (40) hours will be paid in the next pay period at the rate of straight time.

2.3.7. Payroll

- A. Pay Period: The payroll period is semimonthly. Checks are distributed by the Finance Department on the 15th and the last day of the month. There are twenty-four (24) pay periods in a calendar year. For payroll purposes, the employee is paid on the 15th and the last day of the month based on a previous designation or assumption of the number of workdays and hours accumulated by the employee as reported to the Finance Department. If a payday falls on a holiday, Saturday, or Sunday, checks will be distributed on the preceding workday.
- B. Final Paycheck: When leaving the Village's employment, all employees will be paid any salary or wages that have been earned, all vacation hours earned or accrued but not used. Payment will be made by check at the regularly scheduled pay period. Sick leave cash-out payments will be made in accordance with Section 3.5.6.

ARTICLE 3. EMPLOYEE BENEFITS

Section 3.1. Eligibility Policy

Full-time employees normally scheduled to work forty (40) or more hours per week are eligible for full benefits as described herein unless specific exclusions are stated. Part-time employees and interns are eligible for partial benefits, as described herein. Seasonal employees are not eligible for benefits, except as specifically provided for herein.

Each benefit category in this Article describes more specific eligibility requirements. New employees do not receive certain benefits until they have worked for the applicable amount of time. There is no benefit pyramiding; that is, the appropriate benefit shall not be used more than once for the same period of time under any provision of this manual. The Village Manager has the authority to adjust benefits from time to time for individuals or small groups as business necessity requires.

Section 3.2. Vacation Policy

All full-time employees of the Village earn vacation hours that are determined by length of service according to the following parameters: a lump-sum vacation benefit is earned at the completion of one (1) full continuous year of service according to the table in Subsection 3.2.1.; thereafter vacation hours are earned with each pay period, based on the employee's hire date. Part-time, interns, and seasonal employees are

not eligible for paid vacation. Other than during the first year of employment, one-twenty fourth of the vacation benefit for a given year is earned each pay period. Beginning with and during the second year of employment, the vacation hours earned by an employee for having completed the first year of service are available for use, as well as the vacation hours as they are earned monthly during the second year. Subsequent years of service follow the same pattern as shown in the table in Subsection 3.2.1. For example, an employee hired on 1/6/2017 will receive 6 days (48 hours) of vacation on 1/6/2018. He/she then begins to accrue 7.33 hours of vacation each month (totaling 11 days by 1/6/2019) to be used by 1/6/2020. The vacation that he/she earns between 1/6/2019 and 1/6/2020 should be used by 1/6/2021.

Vacation time that has been earned and/or accrued may be taken during the anniversary year in which it is available. The term "anniversary year" means the period of twelve (12) months following each annual anniversary of the employee's hire date. The Village recognizes that, in some instances, employees may not be able to use all of their available vacation during their anniversary year. The Village Manager may therefore authorize an employee to carry over vacation time from one anniversary year to the next, which shall be limited to a maximum of five (5) days, and which must be used within the next anniversary year. No carry-over vacation may be accumulated to a subsequent year. An employee must submit a written request for carry-over no later than thirty (30) days prior to his anniversary date, explaining the special conditions that should be considered as to why the carry-over should be granted.

Failure to use earned vacation time as permitted herein will result in forfeiture of that vacation time and pay. No paid vacation time may be taken in excess of or in advance of earned vacation time without advance written approval of the Village Manager. Vacation time is not earned and does not accrue while an employee is on a leave without pay. If a payday falls during an employee's scheduled vacation, he may not receive his paycheck in advance. Vacation benefits are designed for employees to have occasional rest and recreation away from the workplace. Therefore, employees should take their vacations; pay in lieu of vacation shall not be permitted (except when an employee is leaving the employ of the Village and has or will have unused earned vacation time by the time of their final day of work) unless evidence of extenuating circumstances is presented to the satisfaction of the department head and the Village Manager.

3.2.1. Vacation Availability Table

Vacation time available to be used, consistent with the policy stated in Section 3.2 as to how it is earned, shall be as follows:

YEARS OF SERVICE	VACATION AVAILABLE ANNUALLY
Less than 1 year	None
After 1 year	48 hours
At 2 years, but less than 5 years	88 hours
At 5 years, but less than 11 years	136 hours
At 11 years, but less than 18 years	176 hours
After 18 years*	208 hours

^{*}As of July 1, 2017, any employee accruing more than 208 hours will be capped at their current accrual rate.

All employees with 5 years or greater service (earning 136 or greater hours a year) are required to schedule and take 5 consecutive vacation days off within every calendar year. The term "year" used in this table means "anniversary year" as defined in Section 3.2. All uses of the word "year" means completed years.

3.2.2. Accumulated Vacation at Separation

Earned vacation time that has been accumulated but not used shall be paid at the time a departing employee leaves the employ of the Village. Vacation accrues proportionally each pay period, not in one lump sum.

3.2.3. Vacation Scheduling

Vacation time should be scheduled and taken with the approval of the employee's supervisor. In approving vacation schedules, supervisors consider employee preference and Village needs. Individual employee convenience will be honored to the greatest extent possible, but the Village may dictate actual dates based upon overall departmental and Village needs. A supervisor's decision regarding scheduling is appealable to the department head and thereafter to the Village Manager whose decision is final. Vacations will be scheduled on a "first-come, first-served" basis; however, employees with the greater seniority may be given additional consideration in selecting vacation schedules if there is a conflict.

To ensure staffing needs, employees are encouraged to submit vacation requests of more than two (2) days to their supervisor no later than fifteen (15) days prior to the requested vacation. Department heads are encouraged to submit their vacation requests to the Village Manager no later than fifteen (15) days prior to the requested vacation. Absent these advanced notices, your vacation time may be denied.

Vacation time must be taken in blocks of time of no less than 15 minute increments.

Should extenuating circumstances prevent employees from taking all of their earned vacation within the one-year time period, employees may request to carry over the remaining vacation time into the next year. The Village is not obligated to grant such requests. If an employee's scheduled vacation is canceled or an employee is recalled from a vacation in progress because his services are required by the Village, the employee will be allowed to carry over those vacation days to the following anniversary year, if necessary. Any vacation time carried over to the next anniversary year must be used by the end of that anniversary year or it shall be forfeited. In the event of a canceled or recalled vacation where carryover has occurred, not more than one year's permitted vacation period shall be taken at one time without the prior written approval of the Village Manager.

Section 3.3. Designated Holidays

The Village provides for nine (9) paid holidays each year. They are:

New Year's Day Thanksgiving Day

Friday before Easter Day after Thanksgiving Day

Memorial Day Christmas Eve Independence Day Christmas Day

Labor Day

Unless otherwise indicated, the Village observes these holidays on the nationally designated date of celebration. If a holiday falls on a Saturday, the holiday is observed the Friday before; if a holiday falls on a Sunday, the holiday is observed the Monday after.

By October 15, the Village Manager or his designee will post a schedule of days off for the Village observed holidays that fall in the next calendar year. Where applicable, the actual calendar holiday will serve as the official day for benefits and compensation (i.e., if the 4th of July is on Sunday, and the Village is off on

Monday the 5th, Holiday OT per this contract will be paid on Sunday the 4th. All employees will receive 8 hours' regular pay on Monday the 5th, and those who are called in to work OT on Monday the 5th will be paid at 1 ½ at their applicable pay). However, in no event shall the Village schedule any holiday on a Saturday or Sunday.

All full-time employees shall receive a full day's pay for the holiday. All part-time employees shall receive eight (8) hours of pay for the holiday. Seasonal employees and interns are not eligible to receive holiday pay.

To be eligible for holiday pay, employees must work their regularly scheduled hours on the workday immediately preceding the holiday and the workday immediately following the holiday, unless previously approved by the department head. However, if a recognized holiday falls during an employee's approved vacation leave, the employee shall be entitled to the holiday pay and will retain a vacation day for use on a subsequent date during that fiscal year only, on a date approved by the employee's supervisor.

A full-time employee required to work on a recognized holiday will be paid at the rate of one and one-half times the employee's regular hourly rate for those hours actually worked on the recognized holiday, in addition to the employee's holiday pay.

Section 3.4. Personal Days

Full-time employees will receive 24 hours of personal time immediately upon hire to be utilized prior to their one-year anniversary. After an employees' first anniversary date, personal hours are awarded at the beginning of every fiscal year (May 1). All employees must use their personal hours within the fiscal year they are made available or the time off is forfeited. Part-time, interns, and seasonal employees are not eligible for paid personal hours.

Personal hours may be used by employees at their discretion, subject, however, to scheduling approval by their supervisor.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed in Section 3.3, may, without prejudice, take the day off as a vacation day, a personal day, or as a day without pay, provided that he has given prior notice to his supervisor and department head.

Personal hours must be taken in blocks of time of no less than fifteen (15) minute intervals.

Upon separation of employment, any accrued but unused personal hours will not be paid to the employee. In the event of death, any accrued but unused personal hours shall be paid to the designated beneficiary of the deceased employee.

Section 3.5. Sick Leave

The Village recognizes that employees may, on occasion, become ill or injured. Accordingly, the Village may grant employees paid sick leave privileges in case they are unable to work because of illness or injury.

3.5.1. Eligibility

Sick leave is a privilege, not a right. It is extended to full-time employees who have completed ninety (90) days of their initial employment. Part-time, interns, and seasonal employees are not eligible for paid sick leave.

3.5.2. Accumulation

Sick leave may be granted on the basis of four (4) hours per pay period. Sick leave is not earned and does not accrue while an employee is on leave without pay.

3.5.3. Use

Sick leave may be used for personal illness or injury, disability, emergency medical care, dental care, or physician's appointments that cannot be scheduled during an employee's non-work hours. The term "physician" means any similar licensed medical care provider. Employees should, however, schedule physicians' appointments or other appointments for medical care during their nonworking hours, whenever possible. Sick leave may also be used for the medical care of a member of the employee's immediate family when it can be shown that the employee's presence is necessary. In the event of any conflicting language, the Village's FMLA policy supersedes the use of sick time utilization under this policy. For purposes of this section, "family member" is defined as spouse, child, stepchild, foster child, brother, sister, parent, stepbrother, step-sister, or step-parent. "Care for" is defined as providing either physical or psychological assistance to a family member who, because of a health condition, is unable to care for his or her own basic medical, hygienic, or nutritional needs, and would endanger the family member's safety or recovery without the presence of the employee. This term includes feeding, administering medicines or treatments, or transporting the family member to or from medical appointments if they are unable.

Abuse of sick leave privileges when the above conditions are not met may result in disciplinary action, up to and including immediate termination of employment.

Sick leave must be used in no less than fifteen (15) minute intervals.

Sick leave may be used with the approval of the employee's immediate supervisor and department head.

3.5.4. Reporting of Absence

Initial notice of illness or injury requiring absence from work must be reported to the employee's immediate supervisor prior to the employee's scheduled workday or shift. An employee whose job requires a substitute for a particular shift must give notice at least two (2) hours in advance of his or her assigned starting time. Three (3) consecutive days' absence from work without notice to the employee's supervisor will be considered voluntary termination of employment by the employee. Failure to provide proper notice may result in disciplinary action, up to and including immediate termination of employment.

For absence due to illness or injury that will have a longer duration than one (1) day, employees should provide reasonable reporting of the status of their condition. The Village may check on the employee's progress towards recuperation from time to time.

3.5.5. Physician's Certificate

The Village may require a physician's or equivalent medical certificate from employees who are absent due to sick leave. Said verification is at the employee's expense and may be requested after an employee has used three sick day instances (an instance is one illness or one event, whether 2 hours or one week in duration, as long as it consists of consecutive days. Any sick time use where a physician's certificate is provided, or is pursuant to FMLA leave, will not be counted against these instances) in any rolling 12-month period; has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or abuses a combination of sick time and scheduled or unscheduled overtime during the same

work week or payroll period. A physician's certificate may be requested if an employee is suspected of taking unauthorized sick leave absences. The request will be made at, or as reasonably close to, the sick time call-in as possible. Failure to provide a proper medical certificate upon request may result in disciplinary action, up to and including immediate termination of employment. In addition, failure to return to work after being released by a physician to do so may result in disciplinary action, up to and including immediate termination of employment.

3.5.6. Sick Leave Buy-Back/Cash-Out

An employee who uses less than 32 hours of sick leave in the one (1) year period between January 1 and December 31 may receive (at the employee's option) payment (at the hourly rate when the payment is made, minus employee deductions) for the difference between 32 hours and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1 of any year are not eligible for this payment in the year in which they are hired. An employee must work the entire year to receive any payment under this program, excluding usage under the FMLA. In addition, upon separation, the Village may pay to the employee who is voluntarily leaving his employment one-half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 300 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e., one-half of the 26 days that are in excess of the 60 days). At the employee's option, this payment may be made to the employee through the payroll process or applied to one of the Village's deferred compensation programs.

Section 3.6. Bereavement Leave (Funeral Leave)

Full-time and part-time employees may, in the event of the death of an immediate family member, be granted a paid leave of up to three (3) workdays for bereavement. In the event of the death of an extended family member, employees may utilize their benefit hours as approved by their supervisor. For the purposes of this section, "workday" means the number of hours or portion of a day that the employee would normally have worked. Vacation or personal days may be used if additional time off is needed. For the purpose of this section, immediate family is defined as spouse, child, stepchild, foster child, legal guardian, brother, sister, parent, grandparent, grandchild, mother and father-in-law, step-brother, stepsister, step-parent. Extended family member is defined as brother- and sister-in-law, son- and daughter-in-law, aunt, uncle, niece, nephew, cousin, or spouse's grandparent. The employee's department head must approve all requests for leave with pay because of a death in the family and will determine the number of days of leave to be granted to the employee based on the circumstances including, but not limited to, any travel distance.

Section 3.7. Jury/Witness Duty

Full-time or part-time employees shall receive full pay for time not worked while serving on jury duty for the term of the jury service, testifying as a witness on behalf of the Village, or testifying pursuant to a subpoena regarding matters related to their employment with the Village. To receive full pay, employees shall endorse or turn over to the Village any payment received for such jury or witness duty, such as jury pay vouchers and checks or other forms of compensation for witness fees. The employee will then receive his regular paycheck at the regular time.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify their department head so that proper arrangements for the employee's absence may

be made. Failure to notify their department head in a timely manner may result in the employee not being compensated for such civic duty.

Employees serving on jury duty or as a witness on behalf of the Village will continue to accrue vacation, sick leave, and other similar benefits.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees, or in a case that is personal and not related to Village operations or the employee's employment with the Village.

Section 3.8. Military Leave

Military leave and re-employment rights will conform to applicable federal and state law.

Section 3.9. Disability Leave

Employees may be eligible for disability leave and benefits under such employee's applicable pension program or the Illinois Workers' Compensation Act. Such eligibility and benefits are set forth in the statutes governing such programs and are administered by the relevant pension boards or the Human Resources Department.

Section 3.10. Family and Medical Leave Act (FMLA)

It is the policy of the Village of Algonquin to comply with all provisions of the Family and Medical Leave Act (FMLA). For benefit coverage and procedures under this program, please refer to **Appendix A** of this Manual.

Section 3.11. Leaves of Absence (Personal Leaves)

All full-time employees may be granted leaves of absence after they have been employed for six (6) full months. For the purpose of this section, "leaves of absence" or "personal leaves" are defined as time taken off from work for personal reasons, such as educational purposes, travel, or other personal circumstances, that are not covered by the provisions of the Family and Medical Leave Act.

Leaves of absence shall be without pay.

Requests for leaves of absence must be presented in writing to the Human Resources Director at least one (1) month in advance of the date the requested leave is to begin in order to be considered. The written request for leave must include the reason for the request, the anticipated length of the leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Requests will be reviewed and a decision will be made that considers the needs of the employee, the department and the Village. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the department head, Human Resources Director and the Village Manager. Extensions of a leave of absence already being taken must be requested in writing to the Village Manager no later than sixty (60) days before the current leave will expire and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one- (1)-year limit.

Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance and retirement plans (if applicable) in full force during his or her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted by law during the absence. Such

arrangements must be made with the Human Resources Director prior to going on leave. Failure to make such arrangements, or failure to make the required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage. No other benefits shall accrue during a leave of absence; however, seniority rights are maintained as of the date the leave began.

Employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is NO assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position. If, at the conclusion of an approved leave of absence, the employee fails to return to work, that employee shall be considered as having abandoned his job and having voluntarily terminated his employment.

Section 3.12. Furloughs

The use of approved unpaid furloughs will not jeopardize an employee's employment classification and benefits.

Section 3.13. Health/Dental Insurance

3.13.1. Health/Dental Insurance Plan

All full-time employees may participate in the comprehensive group health insurance plan provided by the Village. Each employee will receive a packet explaining, in detail, the benefits provided. Part-time, intern, and seasonal employees are not eligible for health insurance coverage.

The current insurance coverage includes medical (including a vision discount program) and dental coverage. Coverage is available for employees and dependents according to eligibility requirements of the carrier.

Health/dental insurance plans are amended from time to time by the carrier. Details of the plans are fully described in the Master Plan Documents, which are available in the Human Resources Department.

The Village may fund the costs for health insurance coverage at different rates from time to time. Since the current plan provides for separate medical and dental premiums, an employee may select different coverage for medical and for dental care. The employee share of the monthly premium may change from time to time and is determined by actual cost, employee group experience, economic indicators, and other factors. The current rates and cost sharing amounts are published by the Village under separate cover and made available to all employees.

3.13.2. Health/Dental Insurance Plan Participation

If desired, new employees must sign up for (or waive) insurance coverage within 31 days of the date of hire. Any employee must amend their coverage to add dependents, if desired, within 31 days of the occurrence of a qualifying life event for themselves or their dependents in order to avoid a requirement to demonstrate evidence of insurability.

If an employee or an employee's dependent is not enrolled in health or dental insurance coverage, the employee may re-enroll into coverage only in the case of a qualifying life event (also called a change in family status or lifestyle change) or during the open enrollment period.

A qualifying life event is one of the following:

- Marriage of the employee;
- Divorce or legal separation of the employee;
- Birth or adoption of a child by an employee or an employee's spouse;
- An employee's spouse involuntarily loses his health insurance coverage (loss of coverage does not include changes in carriers);
- A court order of dissolution or support.

Employees who wish to re-enroll into insurance coverage will have to meet any evidence of insurability requirements or pre-existing condition clause in effect at the time they opt in to the insurance plan.

New employees are not required to participate in the health insurance plan and may designate such at the time of hire. For any employee who chooses to cancel or decline the Village of Algonquin's health insurance option, the Village, in exchange, will give that employee an additional stipend each pay period (this incentive does not apply to the dental insurance plan). All applicable payroll deductions will apply to this incentive payment. This stipend will be paid each pay period for as long as you choose to decline the Village of Algonquin's health insurance coverage. This incentive program was effective July 1, 2000, and is ongoing.

3.13.3. Continuation of Health Insurance (COBRA)
For further details, see **Appendix B** of this manual.

Section 3.14. Life Insurance

Group term life insurance is currently provided for all full-time Village employees in an amount that is determined from time to time. The Village may fund the costs of life insurance coverage at different rates from time to time. The monthly premium is currently fully paid by the Village. This coverage ceases upon an employee leaving the employ of the Village and may be converted to an individual policy dependent on vendor policy and rules. Part-time, intern, and seasonal employees are not eligible for life insurance coverage.

The Village also offers optional group term life insurance that employees may purchase through payroll deductions for which the employee pays the full premium. Such insurance may be convertible to whole life insurance when an employee leaves the Village, dependent on vendor policy and rules.

Optional life insurance benefits are also available through participating vendors on a voluntary basis. Additional information on these programs is available from the Human Resources Department.

The terms of the life insurance plans are exclusively controlled by the plan documents issued by the respective carriers.

Section 3.15. Pension Programs

The Village currently offers several various pension and voluntary investment options. Due to the complexity of these documents, the information and details are published by the Village under separate cover and are made available to all employees.

Section 3.16. Workers' Compensation

Work-related illness or injury is an illness or injury that arises in and out of the course of employment. The determination of compensability for a work-related injury or illness shall be made by the Village's workers' compensation insurance administrator in consultation with medical providers, and, if necessary, with Village management.

Any time lost for a work-related illness or injury shall be compensated as provided for under the Illinois Workers' Compensation Act and the Illinois Occupational Disease Act, whichever is applicable.

Section 3.17. Employee Health and Wellness

The Village is concerned with employee health and well-being. In recognition of this concern, the Village has an Employee Wellness Program. The program is designed to assist employees and their families in maintaining optimal physical and mental well-being. The services that may be required or desired by the employee and/or his immediate family include, but are not limited to, inoculations, blood pressure screening, short-term counseling, or other similar preventative medical procedures. Referrals may also be made. Employees may bring confidential requests for help to the attention of their supervisor, department head, Human Resources Director, or the Village Manager. Specific steps will be arranged through the Human Resources Department.

In addition, the Village has an Employee Assistance Program established to assist the needs of its employees and their families. The plan description is distributed to all new employees and periodically to all current employees. Information can also be obtained through your supervisor, Department Head, the Human Resources Director, or via the online document management system (PowerDMS).

Section 3.18. Training and Tuition Reimbursement

3.18.1. Training

The Village recognizes that attendance at and participation in seminars or conferences are valuable methods for updating job knowledge, skills, and abilities. Requests by employees to attend seminars, conferences, workshops, conventions, and the like should be submitted through their immediate supervisor for review and approval.

Expenses for Village-required or permitted training sessions, including fees, supplies, and books, may be reimbursed by the Village. Travel, lodging, meals, and other related costs may be reimbursed pursuant to the Village's travel expense policy. Overtime pay for time spent traveling to and from training sessions shall be as governed by the Fair Labor Standards Act.

Any employee attending any conference, meeting, class, seminar, convention, or similar occasion as a representative of the Village of Algonquin is expected to conduct himself in a manner as if he was still at work. Any improper conduct will be treated as if it occurred during regular working hours and may be subject to disciplinary action, up to and including immediate termination of employment.

3.18.2. Tuition Reimbursement

Full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from his department head and the Village Manager no later than two (2) months prior to the beginning of the fiscal year in which the employee wishes to attend the training. The Village Manager shall make the final determination regarding whether a course or degree

program is job related and may deny any request for reimbursement that is not classified as such.

Reimbursement may be made for tuition, required books, or required class materials upon submission of written receipts for same according to the following schedule, only after completion of the course or training session:

Grade A 90% reimbursement Grade B 70% reimbursement Grade C 50% reimbursement Grade D or F no reimbursement

If a course is graded as pass/fail, a "pass" grade shall be reimbursed at the 50% level and a "fail" grade shall receive no reimbursement. Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes that an educational institution requires to be taken to satisfy general degree requirements and that are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses are encouraged to take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships for which they are eligible to apply or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is one thousand five hundred dollars (\$1,500.00) for undergraduate work or three thousand dollars (\$3,000.00) for postgraduate courses in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year but all other requirements are met, employees are encouraged to resubmit the request during the following fiscal year.

Employees wishing to participate in our Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when your request is granted.

Section 3.19. Other Benefits

The Village may from time to time offer other miscellaneous benefits to its employees. These will be described in a benefits summary that is published under separate cover from time to time. Employees will be notified when new benefits are offered. The Village Manager is authorized to make exceptions to the benefits policy for unusual circumstances.

ARTICLE 4. EMPLOYEE RECRUITMENT, HIRING, AND APPRAISAL

Section 4.1. Recruitment

The Village recruits candidates, both externally and/or internally, for vacant positions at all levels except as otherwise provided for by state statutes.

Recruitment for positions shall be by the Human Resources Director under the supervision of the Village Manager, unless otherwise provided for by state statutes.

Applications for employment will be received at the Ganek Municipal Center Administrative Office. All applications must be on an application form that has been approved by the Village Manager but may be supplemented by letters, resumes, and other credentials. For additional information regarding recruitment, refer to the Village's Employment Outreach Program available through the Human Resources Department or on the Village's website.

Section 4.2. Hiring and Placement

All employees, shall be hired by the Human Resources Department with advance approval of the Village Manager based on the Village Code. Notification of hiring is made in writing by the Human Resources Department and specifically indicates the position, wage or salary, starting date, conditions of employment, and other appropriate information. If the Village Manager position is vacant, hiring shall be approved and notification made by the Village Board in consultation with the Human Resources Director.

As expressed in Section 1.3, At-Will Employment, except for employees under the jurisdiction of Police Commission rules and regulations, employees of the Village are "at-will" employees. In the state of Illinois, it is presumed by case law that all employees are "at will." "At-will employment" means that an employee may terminate his or her employment at any time, with or without cause, and with or without notice. The village may also terminate the employment and compensation of any employee at any time, with or without cause, and with or without notice. No section of this manual shall be interpreted as giving up this right by the Village or any employee.

Sworn police officers shall be disciplined and discharged pursuant to Police Commission rules and regulations and, if applicable, pursuant to the terms of a valid collective bargaining agreement, including successful completion of applicable tests and physical examinations. Notification of placement on an eligibility list and appointments shall be made in writing. Sworn police officers are subject to a probationary period.

All applicants who are offered employment with the Village may be required to undergo, and successfully pass, a physical examination by an approved physician and/or a drug and alcohol use screening test, with results satisfactory to the Village as a condition of employment. The Village will pay the cost of the required physical examination and testing.

Section 4.3. Performance Appraisals

4.3.1. Purpose

The performance evaluation program is intended to do one or more of the following:

- 1. Provide employees with formal feedback about their performance.
- 2. Commend employees for good or excellent performance.
- 3. Set job specific expectations for each employee and job description.
- 4. Provide recommendations for improving performance.
- 5. Identify areas where employees might benefit from training.

6. Review previously set goals and objectives and establish new goals and objectives.

4.3.2. Evaluation Periods

Employee performance is regularly evaluated on an as needed basis as determined by their supervisor(s).

When determined necessary by a department head, the Human Resources Director, or the Village Manager, an employee's performance may be evaluated more or less frequently than the regularly scheduled evaluation. The Village Manager may make salary adjustments at the time of performance appraisals based upon the nature of the performance.

Sworn police officers (with the exception of the Police Chief) have a longer initial evaluation period that is of at least one year's duration, according to Police Commission rules and regulations.

4.3.3. Evaluation Procedures

Employee evaluations in accordance with the Merit Compensation program shall be in writing.

All employees should meet individually with their supervisor or department head at the end of each review period to discuss the results of their performance evaluations. Employees shall have the opportunity to comment in writing on the evaluation form prior to signing it. The evaluation shall be retained by the Village and become part of the employee's personnel file.

If an employee wishes to dispute his evaluation, he may do so within thirty (30) days of the evaluation. Such disputes must be in writing and transmitted through the proper administrative channels (i.e., following the chain of command, such as immediate supervisor, next supervisor, department head, Human Resources Director, and Village Manager). The Village Manager shall be the final review authority in all disputes, and his decision is final. If the employee still disagrees with the Village Manager's final decision, he can ask that the written dispute be added to the employee's personnel file, as provided in Section 9.1, paragraph 5.

Section 4.4. Promotions

The Village may promote from within whenever practical and when it is in the best interests of the Village to do so. Employees may prepare for and seek promotional opportunities.

Promotions of sworn police officers are under the jurisdiction of Police Commission rules and regulations and State of Illinois statutes.

ARTICLE 5. EMPLOYMENT TERMS AND CONDITIONS

Section 5.1. Hours of Work

The Village Manager may grant a variance, in writing, to deviate work hours based on business needs. This would include hours, days of the week, or telecommuting from home.

Currently, the Ganek Municipal Center normal working hours are 8:00am to 5:00pm but may be subject to change at the discretion of the Village Manager. Full-time employees are entitled to one unpaid hour for lunch, which should generally be taken between 11:00 a.m. and 2:00 p.m., unless previously approved by the appropriate Supervisor, based on characteristics of a specific job assignment or responsibility. The standard workweek and/or lunch hours of individual employees may vary as a result of the operational demands of each department. Scheduling of lunch periods will be with the approval of the employee's supervisor, department head, or Village Manager. The total regular hours in the workweek will be 40 hours.

Certain full-time personnel in the Police Department and Public Works may be assigned different starting and ending times based upon needs of the department and the services provided. Scheduling of meals and breaks may also be different, as approved by the department head and Village Manager. However, all other parameters shall apply to these departments.

Part-time employees are expected to work the hours they are scheduled each week and to report for work promptly. A part-time employee who is scheduled to work five (5) or more consecutive work hours on any one day is entitled to one 30-minute unpaid lunch, which should be taken close to the middle of the employee's workday.

Employees shall report promptly to their designated place of work at the designated starting time and shall devote their entire efforts during working hours to assigned duties.

The Village is committed to helping employees face the demands of juggling work, family, and life related issues. Therefore, employees may request a "flextime schedule" from their supervisor. Flexible work schedules are adjustments to the employee's regular work schedule on a recurring basis, for an extended period of time, to respond to work/life needs of an employee. Examples of potential situations are:

- 1. Attending classes for a degree program or academic enrichment.
- 2. Transporting children to/from day care or school.
- 3. Accommodating an illness (employee or family member) that would require an employee to be unable to work their regular shift.
- 4. Matching employee work hours to peak productivity time periods.
- 5. Increasing flexible use or time-sharing or to offset peak use of centralized offices or equipment.
- 6. Extending customer service hours.

A "flextime schedule" provides employees with increased flexibility with their work schedule while allowing the Village to maintain a progressive and productive work environment. Flextime schedules are not appropriate for all employees or positions and are not a universal employee benefit. Mandatory conditions must be met for a flextime schedule to be approved:

- 1. The employee must have a satisfactory attendance record.
- 2. The employee must be meeting all performance expectations in their current role
- 3. The employee must be consistently demonstrating the ability to complete tasks and assignments on a timely basis
- 4. The nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or customer service.
- 5. Employees schedules should cover a portion of their workday between the core hours of 9:00 a.m. to 3:00 p.m.

The revised schedule must continue to support the operational needs of the Village and allow for appropriate oversight of the employee's work. Supervisors may also consider their department's needs, seasonal activities, and other obligations when considering flextime schedules.

The use of flextime is a privilege and not an entitlement; its use may be revised or withdrawn at any time if its use creates an obstacle to providing Village services. All flextime is to be approved by the Human Resources Director.

Section 5.2. Work Attendance

Excessive absenteeism, tardiness, or early departure may result in disciplinary action, up to and including immediate termination of employment.

Section 5.3. Assignment and Performance of Duties

All employees are subject to the general rules and regulations of the Village as promulgated in this manual and in other Village procedures. Nothing in this manual precludes or shall be construed as precluding the establishment of written departmental rules and regulations setting forth internal departmental operational policies and procedures. If a conflict occurs between the policies of the Village and the rules of any department, the policy or procedure as identified in this manual shall govern. This manual is intended to delineate generally significant aspects of policy of the Village of Algonquin affecting employees of the Village. However, this manual cannot be all-inclusive of other policies or regulations that may have relationship in some manner to employment conditions and/or obligations.

Employees shall perform the duties that are assigned to them by their immediate supervisor or department head, or as directed by the Village Manager or his designated representative.

The Village Manager shall decide all disputes or questions relating to the respective powers, duties, or obligations of all employees.

Employees under the jurisdiction of the Police Commission are also subject to the Commission's rules and regulations.

Section 5.4. Conduct, Work Habits, and Attitudes

Employees are expected to remember that as employees of the Village of Algonquin, they are its representatives. They are expected always to conduct themselves in a manner that is a credit to the Village. As a public institution, the ultimate employers are the citizens of Algonquin.

Therefore, all employees should keep in mind that they are public relations officers for the Village and have an important part to play in developing and maintaining good public relations. All residents shall be treated with courtesy and fairness.

All employees are expected to maintain high standards of conduct, cooperation, efficiency, pride, productivity, and economy of public funds in their work for the Village.

Section 5.5. Change of Address, Telephone Number, or Other Personnel Data

Employees must immediately report to the Human Resources Department any changes in their name, address, telephone number, emergency telephone number(s), and other relevant personal information so that the information can be entered into personnel records. Personal information such as marital status, dependents, beneficiaries, and so forth may be required to be reported for benefits or tax withholding purposes. The Village cannot be responsible for insurance, tax, financial, or other personal problems, misdirected mail and the like because of failure by the employee to give proper and timely notification of

changes in personal status or revised information, whether to the Village or to other agencies or organizations that require such information that the Village may transmit to them on the employee's behalf.

Section 5.6. Employee Identification

When necessary, Village employees will be issued proper identification to assist them in gaining necessary access while on routine or emergency Village business. Employees shall courteously and without hesitation show such identification to anyone who requests it.

Section 5.7. Appearance and Uniforms

Employees are expected to maintain a neat, clean appearance at all times. Inappropriate clothing shall not be worn while on duty. The Village may define appropriate dress and cleanliness at any time.

Uniforms or a uniform allowance may be furnished to certain Village employees. Such uniforms must be kept clean, neat, and in good condition, and must be worn while performing duties for the Village. At the time an employee leaves the employ of the Village, any returnable uniform items must be returned in acceptable condition. A charge will be made for returnable uniform items that are lost, damaged, returned in unacceptably soiled condition, or not otherwise returned.

Section 5.8. Village Vehicles, Equipment, Supplies, and Tools

Village vehicles, equipment, supplies, and tools are provided for Village employees in order to properly perform their assigned job responsibilities. Operation and use of Village vehicles, equipment, supplies, and tools must be related to specific Village service programs and departmental operating policies and procedures.

Breakdown or malfunction of any Village vehicle, equipment, supply, or tool shall be promptly reported to the employee's immediate supervisor or department head.

Village employees shall not permit unauthorized personnel to enter Village vehicles or equipment, and shall not permit unauthorized personnel to use Village vehicles, equipment, supplies, or tools.

When using Village equipment or operating Village vehicles, employees shall use proper care and caution. No Village vehicles, equipment, supplies, or tools may be used by any Village employee for personal or private purposes. Failure to properly use such property or failure to demonstrate such care and caution may result in disciplinary action, up to and including immediate termination of employment.

All Village of Algonquin-owned property, including lockers used by employees, may be subject to examination and inspection at any time by an employee's immediate supervisor, department head, Human Resources Director, or the Village Manager. Office supplies and stationery may be used only for Village business. Misuse of official Village letterhead is a serious offense which may result in disciplinary action, up to and including immediate termination of employment.

When safety equipment is issued to employees, it is mandatory that it be worn or used in an appropriate manner when performing tasks for which such equipment is provided. The immediate supervisor should enforce this policy.

Except in situations specifically authorized by the employee's supervisor, employees may not take Village equipment or supplies home.

Personal equipment, tools, or supplies may not be brought to the Village and used for Village purposes without prior authorization by the employee's immediate supervisor.

Section 5.9. Communication and Technology

A separate policy on Communication and Technology can be found in PowerDMS (the Village's online document management system).

Section 5.10. Personal Business Transactions

Employee activity with personal interests during work hours must be limited to emergency occasions or for circumstances where there is no other practical alternative. Transacting personal business, including that related to outside employment, during working hours is otherwise prohibited. This would include the use of any Village equipment for personal use and/or the use of personal phones while on Village time.

Section 5.11. Political Activities

Employees of the Village serve all Village residents equally and have certain responsibilities to residents. A Village employee also has rights as a citizen and is allowed to participate in political activities subject to the conditions listed herein. The political opinions or affiliations of any resident shall in no way affect the amount or quality of services received from or provided by the Village.

An individual's political affiliation, preference, opinion, or activities will not, in any way, influence the selection, hiring or any other term or condition of employment of a Village employee. Such will not be considered in employee promotion or assignment. The following guidelines will be used in defining political activity within the community:

- 1. No employee who is a candidate for an elective office shall engage in any campaign activities while at work or while performing work-related duties, or in any other way coerce or influence, or attempt to coerce or influence, others to endorse his or her campaign, to vote for him or her, or to engage in any other political activities on his or her behalf while the employee is at work or performing work-related duties.
- 2. No employee shall engage in any campaign activities, or in any other way coerce or influence, or attempt to coerce or influence, others to endorse a candidate, to vote for the candidate, or to engage in any other political activities on the candidate's behalf, or relative to a referendum question while at work or while performing work-related duties. Political activities are not prohibited but must be confined to nonworking hours.
- 3. Employees of the Village shall not, during working hours or while on duty, directly or indirectly, demand, solicit, collect, or receive any assessment, subscription, or contribution, whether voluntary or involuntary, intended for any election, referendum, or political purpose whatsoever from fellow employees or from the general public.
- 4. No employee of the Village shall use his position as a Village employee to attempt to solicit votes for any candidate for elected office or to lend credence to any such solicitation for any candidate for elected office, or relative to a local referendum.
- 5. No employee shall use Village facilities, including the telephone, copy machines, printers, or any other Village equipment or supplies for the purpose of preparing or promoting any political campaign. Employees may not invite political candidates to campaign on Village property.

6. No Village employee is required or expected to contribute money to any candidate or political party, or referendum supporters or opponents except on a purely voluntary basis.

Section 5.12. Media Relations

The Village Manager, designated PIO, Village President, and members of the Board of Trustees shall be the primary spokespersons of the Village on all official actions of the Village. If they are not readily available, the Village Manager or an authorized designee shall be the primary spokesperson on all official matters of the Village.

Prudence should be followed in making statements to the media and respecting protocol within the organization. Any comments on proposed changes to established policy or procedures must be stated as a recommendation. Comments to the media or general public on decisions made by the Village Board should be factual in nature when speaking as an employee of the Village.

In order to prevent misinformation or inappropriate information from being distributed to the media, other employees should not speak for the Village regarding Village business with members of the media without the knowledge of their department head or designee.

All news releases must be approved by the Village Manager prior to being released.

Section 5.13. Outside Employment

All full-time employees, including department heads, who desire to engage in outside employment with an employer other than the Village of Algonquin must obtain the prior written consent of the Village Manager.

Section 5.14. No Solicitation/No Distribution

Soliciting, collecting, distributing, or selling for any purpose between employees of the Village during the work time of the soliciting employee or the employee being solicited, or between employees, residents or the general public during the work time of the soliciting employee must not interfere with Village operations. "Work time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times, and time before and after work hours.

Solicitation of Village employees and residents or members of the general public who are on Village property, or the distribution of literature, pamphlets, or other materials by individuals not employed by the Village must have approval by a Department Head or Village Manager.

No employee shall solicit a contribution, construed to mean either an overt or covert request or demand, or any action that implies that a contribution is necessary or advisable in order for public business to be transacted.

Section 5.15. Residency Requirements

Unless required by statute or ordinance, employees are not required to live within the corporate boundaries of the Village of Algonquin. However, Village employees are encouraged to do so.

Section 5.16. Restitution of Damage to Public Property or Village Funds

Employees are expected to respect and treat with care all public property and funds to which they are entrusted. Should any loss or damage occur to public property or funds owned or leased by the Village of Algonquin by willful, negligent or careless acts of any employee, such occurrences may result in disciplinary action, up to and including immediate termination of employment. The action which caused damage or

loss to public property or funds may also result in a requirement for restitution. If restitution is required, immediate arrangements for payment shall be initiated.

Section 5.17. Contractual Services and Purchases

Employees must follow Village purchasing procedures for any purchases made on behalf of the Village. The correct purchasing procedure is available from each employee's supervisor, department head, or the Finance Department.

ARTICLE 6. EMPLOYEE HEALTH AND SAFETY

Section 6.1. Safe Work Practices and Equipment Usage

The health and safety of employees is of utmost importance and concern to the Village. As such, the Village has established an employee safety program for all Village employees. The safety program contains policies, practices, objectives, and exceptions related to safety of all employees.

The objectives of the employee safety program are to reduce employee injuries, property damage, and work interruptions resulting from unsafe conditions and work habits, and to promote safety and accident prevention. Employees are expected to engage in safe work practices and equipment usage at all times. If an employee is not sure of a safe work practice or how to operate a vehicle, tool, or piece of equipment safely, he should obtain proper training from his supervisor prior to commencing work.

All employees are expected to abide by basic safety rules including, but not limited to, obeying all safety rules and using all safety and protective equipment provided to the employees, and following all safety instructions when using Village equipment, machinery, or vehicles.

Safety rules are contained in Village procedures which are available as separate publications within the various departments and through the Human Resources Department.

Section 6.2. Reporting Work-Related Injuries

Human Resources maintains detailed work-related procedures as well as injury and accident reports in PowerDMS (an online document management system) for all supervisors to access.

Section 6.3. Tobacco Use

It is the Village's goal to provide a healthy, comfortable, productive, and safe place to work. There is indisputable evidence that smoking and tobacco use is detrimental to good health; therefore, the Village's policy is that it will regulate smoking and tobacco use in the workplace. The Village strives to provide a tobacco-free work environment for employees and for the public who use its facilities.

Smoking, or the use of any form of tobacco, is strictly prohibited to anyone (e.g., staff, other employees, contractors, subcontractors, volunteers, visitors, and members of the public) on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited. Failure to comply with these rules may result in disciplinary action, up to and including immediate termination of employment. See Tobacco-Free Campus Policy.

ARTICLE 7. EMPLOYEE DISCIPLINE

Section 7.1. Policy

Employees are expected to maintain reasonable standards of conduct, behavior, and performance and display a proper regard for the welfare and rights of other employees and the residents of the Village. When employees fail to meet the standards of performance or violate the reasonable rules of conduct, they may be dismissed, demoted, suspended, reprimanded, or otherwise disciplined as the circumstances warrant. An employee may be subject to disciplinary action for improper or inappropriate conduct including, but not limited to, violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance.

The Village may apply progressive discipline. However, an employee may still be immediately terminated instead of receiving progressive discipline for inappropriate conduct including but, not limited to, violation of work rules, unacceptable behavior, misconduct, or poor performance. The Human Resources Director and/or the Village Manager is available for consultation on disciplinary action and shall be advised in writing by a department head of all discipline issued.

Section 7.2. Guide for Determining Unacceptable Behavior

In addition to other guidelines outlined in this manual, administrative procedures, and relevant rules of the various departments, the Village has established certain minimum standards of conduct. Some of the prohibited conduct which employees should be familiar with are listed below. Participating or engaging in such conduct will subject an employee to disciplinary action ranging from an oral reprimand to immediate termination of employment, as deemed appropriate by the department head and/or the Human Resources Director and Village Manager. The illustrations of offenses listed are by way of example and are not intended to be all-inclusive; rather, the illustrations provide a general guide for determining unacceptable behavior. These rules do not limit the right of the Village to discipline or terminate an employee for any other reason. The Village may revise or change these rules as it deems necessary without prior notice.

- 1. Engaging in fighting, horseplay, or reckless conduct on Village premises or while on Village business.
- 2. Physically abusing, intimidating, offending, or coercing, through verbal threats, any resident, citizen, municipal official, fellow employee, or member of the general public. Using vile, intemperate, offensive, or abusive language, or acting in a disrespectful manner to any resident, citizen, municipal official, fellow employee, or any member of the general public.
- 3. Falsification or alteration of time sheets, personnel records, employment applications, attendance, or any other municipal records or documents.
- 4. Providing false information or information the employee should have known to be false to a department head, Human Resources Director, Village Manager, Village Trustee, Village President, or any other Village representative during an investigation of a Village- or employment-related incident.
- 5. Refusing to cooperate with the Village during an investigation of a Village- or employment-related incident.
- 6. Removing from Village premises, being in the unauthorized possession of, or using for personal or any other inappropriate use, any Village vehicle, equipment, supplies, tool, material, or property, or the vehicle, equipment, supplies, tool, or property of a resident, citizen, municipal official, or fellow employee.

- 7. Destroying, damaging, defacing, abusing, wasting, or misusing Village property, equipment, supplies, or materials, or the property, equipment, supplies, or materials of a resident, citizen, municipal official, or fellow employee.
- 8. Creating or contributing to an unsafe condition on Village premises or failing to adhere to safe operational or management practices.
- 9. Insubordination or refusal of a direct work order or assignment or other breach of discipline.
- 10. Leaving the assigned place of work during work hours when not authorized to do so.
- 11. Selling, distributing, using, consuming, being in possession of, or being under the influence of alcohol, unprescribed drugs, illegally prescribed drugs, or illegal drugs while on Village premises, while conducting Village business, while operating Village equipment, or while in the performance of any other assigned duties.
- 12. After an employee assistance program referral has been made, selling, distributing, using, consuming, being in possession of, or being under the influence of alcohol, unprescribed drugs, illegally prescribed drugs, or illegal drugs while on Village premises, while conducting Village business, while operating Village equipment, or while in the performance of any other assigned duties, or exhibiting behavior that indicates a problem exists with such drugs or alcohol.
- 13. Revealing confidential Village information without proper authorization.
- 14. Being absent without proper notification to the Village. Excessive, unreported, or unexcused absences from work. Trends and/or abuse of sick leave privileges or policy.
- 15. Unauthorized possession of a weapon of any kind on Village premises or while on Village business. This rule does not apply to sworn police officers carrying weapons pursuant to Police Department policy.
- 16. Violating the Equal Employment Opportunity, Sexual Harassment, or Americans with Disabilities Act Policies.
- 17. Sleeping, loitering, or loafing on duty.
- 18. Any conduct that threatens to breach the duty of care of the Village to its residents or to the community.
- 19. Incompetent, inefficient, negligent, or unsatisfactory performance of assigned work.
- 20. Disruptive attitude or abusive language that is detrimental to the service, programs, and operation of the Village.
- 21. Excessive tardiness or early departures from work.
- 22. Allowing the political affiliation of the employee or of a resident or member of the general public to affect or in any other way influence whether a resident or member of the general public receives Village services, or allowing the political affiliation of the employee or of a resident or member of the general public to affect or in any other way influence the type or quality of Village services available or provided to that resident or member of the general public.
- 23. Violating the Village Tobacco-Free Campus policy.

- 24. Any act that endangers the safety, health, or well-being of an employee or citizen, or that is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the Village.
- 25. Violation of any of the provisions of the ethics standards listed in Section 15.
- 26. Misconduct or impropriety of similar seriousness to those items listed above.

Section 7.3. Forms of Discipline

The following forms of discipline are considered progressive and are listed in order of increasing severity. However, the Village may skip any level of discipline.

7.3.1. Oral Reprimands

- A) Oral reprimands consist of a conference between the employee's supervisor or other Village official issuing the reprimand and the employee for the purpose of expressing disapproval of misconduct or poor work performance, clarifying applicable rules or standards of performance, policies and procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.
- B) Records of oral reprimands will be maintained in the employee's personnel file.
- C) Oral reprimands may be used for minor misconduct or performance problems or for first offenses where the offense is not of a sufficiently serious nature to warrant more severe disciplinary action. Generally, oral reprimands may be given ONLY for the first instance of misconduct.

7.3.2. Written Reprimands

- A) Written reprimands consist of a conference between the employee's supervisor or other Village official issuing the reprimand and the employee and of a letter or notice expressing disapproval of the misconduct or poor work performance, clarifying applicable rules, policies or procedures, and warning that repetition of the misconduct or failure to improve work performance may result in more severe discipline.
- B) The employee will be given an opportunity to review the written disciplinary letter or notice and to respond to it. The employee is required to sign the letter or notice, which means only that the employee has read the notice and understands what it means, not that the employee necessarily agrees with the discipline. An employee's refusal or failure to sign a disciplinary notice will constitute separate grounds for disciplinary action, up to and including immediate termination of employment. An employee will receive a copy of said notice. Copies of written reprimands shall be maintained in the employee's personnel file.
- C) Written reprimands may be used for repeated misconduct of a minor nature or for more serious misconduct that does not warrant suspension, dismissal or demotion.

7.3.3. Suspensions

A) Suspensions are a temporary removal from employment accompanied by a concurrent temporary loss of the privileges of employment including, but not limited to, wages or salary. Suspensions may be used to discipline employees for serious misconduct or performance problems or for repeated misconduct or performance problems of a less severe nature.

- B) Suspensions may be imposed for not less than one (1) but not more than five (5) days. Written notice of the suspension shall be placed in the employee's personnel file.
- C) In the event any order of suspension is reversed or reduced, the employee shall be paid any lost wages, salary, or benefits.

7.3.4. Reduction in Pay

- A) A "reduction in pay" is a temporary or permanent reduction in salary or hourly wage. "Permanent" means that the employee's base compensation is reduced and is not brought up to the previous level at the time of the next performance appraisal. It does not mean that the employee's compensation is frozen permanently.
- B) Reductions in pay may be used to discipline serious misconduct and may be used in addition to other forms of discipline.
- C) All other conditions of regular ongoing performance appraisal expectations must be met by the employee.
- D) Reductions in pay must be approved by the Village Manager.
- E) Written documentation of the reduction in pay shall be placed in the employee's personnel file.

7.3.5. Demotion

- A) Demotion is the reduction in grade or class of employment or assignment to a position of less responsibility, with a corresponding reduction in wage or salary.
- B) All demotions shall be in writing, and written notice of a demotion shall be placed in the employee's personnel file.
- C) Demotions may be used to punish serious misconduct and may be used in addition to other forms of discipline.
- D) Demotions must be approved by the Village Manager.

7.3.6. Discharge (Termination)

- A) Discharge, or termination of employment, is the permanent removal from employment with the corresponding permanent loss of all privileges of employment.
- B) Discharges must be approved by the Village Manager.
- C) An employee may be immediately discharged for any improper or inappropriate conduct including, but not limited to, violation of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance, without ever having received an oral reprimand, a written disciplinary notice, a suspension, a reduction in pay, or a demotion.
- D) Written documentation of the discharge shall be placed in the employee's personnel file.

Section 7.4. Appeals

An employee may appeal any disciplinary action imposed by his/her department head by submitting to the Village Manager or his designee, within ten (10) business days after receiving the discipline, a written request for review of the disciplinary action, clearly setting forth the basis for disputing the discipline

imposed. The Village Manager or his designee should, within seven (7) working days after receiving a written appeal and after conducting any investigation which in his/her sole discretion is deemed appropriate, respond in writing. The Village Manager or his designee's response should include an explanation of why the appeal is being granted, modified, or denied. The Village Manager's, or his designee's decision, shall be final.

ARTICLE 8. EMPLOYEE COMMUNICATION PROCEDURE

Section 8.1. Policy and Definition

The Village recognizes that, as in any organization, frustration or dissatisfaction may occur because an employee might not know, understand, or agree with certain policies or decisions. In addition, the Village recognizes that differences arise out of the employment relationship in all organizations. In most cases, these differences can be settled quickly and informally between supervisors and employees. However, some differences cannot be resolved through the informal process of discussion and can be resolved only through a more formal process. As such, the Village has established an employee communication procedure to help facilitate the communication process.

Section 8.2. Procedure

All Village employees are encouraged to use the following employee communication procedure to bring any concerns or problems they might have to the attention of Village officials:

Step 1:

Experience has shown that many problems can be satisfactorily resolved by an informal discussion between employees and their immediate supervisors. Thus, employees should, within three (3) working days of the occurrence of the situation concerning the employee, informally discuss their concerns with their immediate supervisor. The supervisor should provide a verbal response within three (3) working days. If the immediate supervisor does not or cannot provide the employee with an acceptable response, the employee should go to Step 2 of this employee communication procedure. If the concern or problem involves an employee's immediate supervisor, the employee may begin the procedure by contacting the department head, Human Resources Director or the Village Manager.

Step 2:

If a problem or concern is not adequately resolved under Step 1, the employee should put the concern or question in writing and submit it to their department head within seven (7) working days of the date of the occurrence of the situation concerning the employee. This writing should include an explanation of the incident or matter causing the concern or problem, the date and time of the occurrence of the incident or matter, and the relief or specific action sought by the employee. This procedure should be followed even if the immediate supervisor is the employee's department head.

The department head should investigate the incident or matter and provide a written response to the employee within five (5) working days after receipt of the employee's written complaint. This response should specifically identify the concern or problem and what actions, if any, the department head has taken to respond to or resolve the concern. The department head shall also provide the Human Resources Director with a copy of the written complaint and the department dead's written response.

Step 3:

If the employee is not satisfied with the response of the department head, the written complaint may be submitted to the Human Resources Director within five (5) working days of the date of the

department head's written response. The Human Resources Director shall review the entire issue and make a final decision on the matter within ten (10) working days of receiving the written complaint. The Human Resources Director's decision shall be final, and the employee shall be advised of the Human Resources Director's decision, and the reasons for that decision, in writing.

To be effective, this employee communication procedure will require the cooperation of employees, supervisors, department heads, and the Human Resources Director. The Village hopes that this procedure will be a tool that all employees can use to improve communication in the workplace.

ARTICLE 9. EMPLOYEE PERSONNEL FILES

Section 9.1. Inspections

An employee can inspect his or her own personnel file twice a year. To inspect your personnel file, you should take the following steps:

- 1. Submit a written request to inspect your personnel file to the Human Resources Director.
- 2. Every employee will normally be allowed to inspect his or her personnel file within seven days from the date of the written request. If the Village cannot reasonably meet this seven-day time period, it may request a seven-day extension.
- 3. Every employee will be allowed to inspect his or her personnel file at the Ganek Municipal Center during normal working hours unless other arrangements are agreed upon. No employee can remove his or her personnel file from the Ganek Municipal Center, but the employee may request the Village to mail a copy of his or her personnel file if the employee is unable to inspect it at the Ganek Municipal Center. Employees may request copies of any documents in their file. The Village will furnish copies upon payment by the employee for the cost of copying them.
- 4 By law, there are some items that might be kept in an employee's personnel file that the employee has no right to inspect. Such items include, but are not limited to, letters of reference, test documents, materials relating to the Village's staff planning, information about other people if allowing inspection of those documents would invade the privacy of the people referred to, records involving the employee that are relevant to a judicial proceeding between the Village and the employee, and any records alleging criminal activity.
- 5. If an employee disagrees with any information contained in his or her personnel file, the information may be removed or corrected by mutual agreement of the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement of his or her position, which the Village will attach to the disputed record.

Section 9.2. Verification of Employment Records

In order to prevent misinformation, confidential information, or invalid information from being disseminated, calls from employers, creditors, financial institutions, or other inquiries seeking employment information about current or former employees should be referred to the Human Resources Director who maintains the personnel records. Questions that address performance issues of a current or former employee should not be answered by coworkers, supervisors, or department heads; instead, all contacts of this nature should be directed to the Human Resources Director.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 10.1. Statement of Policy

The Village assures Equal Employment Opportunity (EEO) in all of its employment practices, including those pertaining to:

Recruitment Compensation
Hiring Benefits
Placement Training

Transfers Layoff and Recall

Promotions Discipline
Practices Demotions
Evaluations Terminations

These will be administered without regard to race, color, creed, religion, ancestry, national origin, age, handicap, sex, marital status, veteran status, or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations.

It is the responsibility of every Village official and employee to give this policy full support by leadership and personal example. In addition, it is the duty of every Village official and employee to create a job environment that is conducive to this policy.

Overall responsibility for the direction and enforcement of this Equal Employment Opportunity Policy has been assigned to the Human Resources Director who will serve as the EEO Officer.

Any employee who believes that he or she has been treated unfairly because of his or her race, color, creed, religion, ancestry, national origin, age, handicap, sex, marital status, veteran status, or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations should immediately submit a written report of the incident to his or her department head. Department heads should immediately report the situation to the EEO Officer. If an employee believes that he or she has been treated unfairly in any of these areas by his or her department head, the employee should immediately submit a written report to the attention of the EEO Officer.

All written complaints of discrimination or unfair treatment based on race, color, creed, religion, ancestry, national origin, age, handicap, sex, marital status, veteran status, or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations will be promptly investigated and the appropriate corrective action taken. After investigation, any department head or other employee found to have violated the Village's policy may be subject to appropriate disciplinary action, up to and including immediate termination of employment. If an investigation results in a finding that a complainant has falsely accused another of discrimination or unfair treatment, the complainant may be subject to appropriate disciplinary action, up to and including immediate termination of employment.

The Village will not in any way retaliate against an individual who makes a report of discrimination or unfair treatment based on race, color, creed, religion, ancestry, national origin, age, handicap, sex, marital status, veteran status, or any other basis prohibited by applicable federal, state, or local fair employment laws or regulations, nor will the Village permit any other Village official or employee to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting discrimination or unfair treatment may be subject to appropriate

disciplinary action, up to and including immediate termination of employment. For additional information regarding recruitment, refer to the Village's Employment Outreach Program.

ARTICLE 11. AMERICANS WITH DISABILITIES ACT (ADA)

Section 11.1. Statement of Policy

It is the policy of the Village of Algonquin to comply with all provisions of the Americans with Disabilities Act (ADA). The Village will not discriminate against any qualified employee or job applicant with respect to any term or condition of employment based on a physical or mental disability or the perception of a physical or mental disability. If an individual is qualified to perform the essential and fundamental functions and duties associated with a job, the Village will make reasonable accommodations as necessary for applicants and employees with disabilities, provided that such accommodations do not pose a threat to safety or cause an undue hardship to the Village. The Village's public notice relating to the Americans with Disabilities Act is available through the Human Resources Department.

The Village's ADA procedures are contained in **Appendix C** of this manual.

ARTICLE 12. DRUG-FREE WORK PLACE ACT

Section 12.1. Statement of Policy

Pursuant to the Drug-Free Work Place Act of 1988, an Illinois state law, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis (i.e., marijuana, hashish), is prohibited in the Village's workplace or at any work site where Village work is performed.

The provisions of the Drug-Free Work Place Act are detailed in **Appendix D** of this manual.

ARTICLE 13. DRUG AND ALCOHOL USE POLICY

Section 13.1. Statement of Policy

In order to provide a drug-free, healthful, and safe secure work environment, the Village will regulate the use of drugs and alcohol in the workplace. In addition, the purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally-mandated requirements of the Omnibus Transportation Employee Testing Act of 1991 as delineated under U.S. Department of Transportation Drug and Alcohol Testing Regulations 49 CFR Part 40 and 382. The drug-related and alcohol-related requirements of this law became effective January 1, 1996. The Village may, therefore, require any employee holding a Commercial Driver's License (CDL) and all other employees for reasonable cause to submit to a drug and alcohol test to determine the presence of alcohol or marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in the system. This screening will be conducted while the employee is on Village-paid time at Village expense and will be mandatory. All test results will remain confidential.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol by employees is prohibited on all municipal premises, in any Village-owned or leased motor vehicle, or at any other location where the employee is assigned to perform work.

The Village's procedures dealing with drug and alcohol use are contained in **Appendix E** of this Manual.

ARTICLE 14. ANTI-HARASSMENT POLICY

Section 14.1. Statement of Policy

Harassment is illegal. The Village of Algonquin is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Accordingly, this Village intends to enforce its Harassment Policy in all aspects of the Village's operations in order to create an environment free from discrimination of any kind, including sexual harassment.

The Village's procedures dealing with harassment issues are contained in **Appendix F** of this manual.

ARTICLE 15. EMPLOYEE ETHICS

Employees are expected to conduct themselves in a professional and businesslike manner without any appearance of impropriety. As in any organization, Village employees are ambassadors for the Village and represent the values and accepted practices of the Village.

Employees should avoid any possible conflict of interest and are required to abide by the following rules:

- A) Fiduciary Duty. Employees, officials, and appointees shall at all times in the performance of their public duties owe a fiduciary duty to the Village of Algonquin. This means that the funds they are authorized to spend or the reimbursements they receive for expenditures that they incur are public moneys and should be spent in a prudent, conservative fashion consistent with appropriate accounting and reporting, budget approval, supervisor authorizations, and other good internal controls.
- B) Improper Influence. No employee, official, or appointee shall make, participate in making, or in any way attempt to use his position to influence any governmental decision or action in which he knows or has reason to know that he has a financial interest. An official, appointee, or employee has a financial interest in a governmental decision or action when it is reasonably foreseeable that said decision or action will have a material effect on said official, appointee, or employee distinguishable from its effect on the public generally. Said person shall refrain from all official activity and discussion respecting such a matter and shall publicly state the nature and extent of his interest in the matter prior to any deliberation conducted thereon. However, such an interested member or employee may be considered present for the purpose of establishing a quorum.
- C) Criminal Misconduct. An official, employee, or appointee shall not commit the act of bribery, intimidation, official misconduct, or perjury. Proof of such offenses shall be evidenced by a certified record of conviction in any court of jurisdiction.
- D) Use or Disclosure of Confidential and Personal Information. No current or former public official, appointee, or employee shall use or disclose, other than in the appropriate performance of his official duties and responsibilities, confidential or other nonpublic information gained in the course of employment, or by reason of his position or employment that has been identified to such official, employee, or appointee as a confidential matter by the Village Manager, Village Attorney, or Village Board. Information about the personal or business affairs of other employees or Village officials should be treated with the same standard of confidentiality.
- E) Gifts, Gratuities, and Favors. No Village official, appointee, or employee shall solicit or accept anything of value including, but not limited to, a gift, gratuity, favor, service, fee, reward,

entertainment, or promise of future employment in connection with his or her municipal employment or for providing any municipal or other official services, or based upon any understanding, either explicit or implicit, that the official actions, decisions, or judgments of any official or employee would be influenced thereby. Any gift or other thing of value received in violation of these provisions shall be refused and/or returned to the sender. If gifts of food or candy of nominal value are offered during holiday seasons, they may be accepted but shall be made available to all employees to consume on Village premises only.

- F) Employee Economic Interests Disclosures. All employees required by state statute to file an annual economic interest report shall do so. Evidence of the proper filing of these disclosures must be filed with the Human Resources Department.
- G) Employment of Relatives. No official, appointee, or employee shall employ or advocate for employment, in any department or area over which said official, appointee, or employee either serves or exercises jurisdiction or control, any person who is a relative of said official, employee, or appointee, or in exchange for or in consideration of the employment of any of said official's, employee's, or appointee's relatives by any other official, appointee, or employee. The Village Manager may grant exceptions to this policy for part-time, interns, or seasonal positions. This policy does not preclude the hiring of employees' relatives, but the hiring decision shall not be made by the employee who is related. No employee shall serve as the direct supervisor of a relative of said employee nor serve in the same department as the relative without the consent of the Village Manager.
- H) Honoraria and Payment for Appearances. From time to time, employees may be asked to appear before civic, charitable, political, church, or other groups in an official capacity as a representative of the Village. Employees should channel all such requests through their supervisors and receive appropriate permission for such appearances. Employees may be reimbursed for expenses only, or may accept a meal if their presentation is at a meeting where food is served. Personal fees, tips, gifts, or other favors of any kind in return for such an appearance may not be accepted.
- Endorsements. No employee shall explicitly or implicitly endorse or recommend to the general public or media a product, service, firm, developer, or other organization, which conducts, seeks, or could conduct business with the Village.
- J) False Information. No employee shall make any intentionally false statement or any statement that is intentionally misleading, or intentionally omit material facts in the conduct of his work, or record any false information in the books, records, accounts, or files of the Village, including, but not limited to, expense accounts, vouchers, bills, invoices, time sheets, payroll and service records, permits, and computer entries. Employees who become aware of any transaction or item of information that has been falsely or improperly recorded, or who knows of any conduct or activity engaged in by any Village employee or one of its agents that the employee knows or reasonably suspects is fraudulent or criminal in nature, or that may expose the Village to liability shall immediately report such knowledge to their immediate supervisor, the Village Manager or his designee.
- K) Collusion. No employee shall assist any other employee(s) in the violation of these policies. Such collusion shall be deemed to be as serious an offense as that is being committed by the first employee(s).
- L) Gift Ban Act. No employee shall violate the Village Gift Ban Act as required by State of Illinois.

ARTICLE 16. RESIGNATIONS, LAYOFFS, TERMINATIONS, AND TRANSFERS

Section 16.1. Resignations

An employee may resign at any time with or without prior notice to the Village. However, if possible, the Village would ask that departing employees submit a written resignation to their department head not less than two weeks prior to the date of the intended departure. Employees in supervisory or executive positions are encouraged to give longer notice if possible.

Sworn officers who resign should submit written resignations to the Police Commission as well.

An employee who resigns in good standing may be eligible for reappointment at a future time, providing an opening is available and his qualifications for that position are satisfactory. If reappointed, the employee starts as a new employee insofar as continuous service, accumulated sick leave, and benefits are concerned, unless the reappointment occurs within five (5) working days of his previous resignation.

Section 16.2. Layoffs

If it becomes necessary to eliminate certain positions or reduce payroll because of changing requirements, employees may be laid off. Laid off employees do not accrue and are not eligible to receive benefits, except for COBRA insurance coverage. Employees who have been laid off will, if rehired within one (1) year, be reinstated with full seniority and restoration of benefits.

Section 16.3. Terminations

Termination of an employee's employment shall be in accordance with Article 7.

Section 16.4. Exit Interviews

Prior to the issuance of the final paycheck for departing employees, the Human Resources Director and/or the Village Manager may conduct an exit interview with the employee. If an exit interview is conducted, a report of that interview shall be placed in the employee's personnel file.

Section 16.5. Transfers

A lateral transfer consists of a reassignment of an employee to another job of similar pay, status, classification, and responsibility. Transfers are made whenever feasible or necessary to meet the needs of the Village.

Transfers will be discussed with the affected employee in order to explain reasons for the transfer.

Reassignments due to reorganization can, however, result in a downgrade in job classification based on responsibilities, workload, or other relevant factors.

Section 16.6. Reimbursements and Return of Village Property

Departing employees are expected to reimburse the Village for any moneys, debts, or obligations owed to the Village, and/or to return any Village-owned property that may have been assigned to them including, but not limited to, advances for expenses, tuition reimbursement, restitution, keys, uniforms, identification cards, and other materials and equipment. The Village may enforce this by written agreement or other lawful means.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX A - FAMILY AND MEDICAL LEAVE ACT POLICY AND PROCEDURES

Section 3.10.1. Provisions.

In accordance with the Family and Medical Leave Act (FMLA), and subject to the conditions stated below, the Village will grant to eligible employees up to twelve (12) weeks of job-protected unpaid family and medical leave, per twelve (12) month period, for any one or more of the following reasons:

- A. *The birth of an employee's child, to care for such child or the placement of a child with the employee for adoption or foster care. (Leave for this reason must be taken within the twelve-month period following the child's birth or placement with the employee. If both spouses work for the Village, each is permitted to take only a combined total of twelve (12) weeks leave during any twelve (12) month period.)
- B. To care for the employee's immediate family member, if the immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.
 - *As a female, you are eligible for 12 weeks of leave, described as follows: the initial six weeks of leave following the birth of your child (or during pregnancy as a result of complications) is considered leave for your own serious health condition. Once the six weeks have lapsed (after the birth of your child) you are able to remain off work for an additional six weeks (12 weeks total) however, your benefit usage would then qualify for the care of and bonding with a newborn child. If, after the initial six weeks, your doctor qualifies you for additional leave due to a "serious health condition" you must provide the appropriate Federal FMLA documentation (provided by H.R.) from your doctor.

Section 3.10.2. Definitions.

"Twelve-month period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

"Spouse" means married domestic partner.

"Child" means a child under 18 years of age, or 18 years of age and older, who is incapable of self-care because of a mental or physical disability as determined by the Social Security Act and Americans with Disabilities Act (ADA) regulations. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild.

"Parent" means the biological parent or an individual who stands or stood in loco parentis (in the place of a parent) to the employee when the employee was a child. It excludes "parents-in-law."

"Immediate Family" means the employee's spouse, child, or parent.

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

- 1. Inpatient care; or
- 2. Any period of incapacity requiring absence from work for more than three calendar days, that also involves continuing treatment by (or being under the supervision of) a health care provider; or

- 3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
- 4. Prenatal care from a health care provider.

"Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.

"Health Care Provider" means a doctor of medicine or osteopathy, or any other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse-practitioners, nurse-midwives authorized to practice by state law, and Christian Science practitioners.

"Medical necessity" means there must be a medical need for the leave, as distinguished from voluntary treatments or procedures.

Section 3.10.3. Eligible Employee.

- A. To be eligible for FMLA, an employee must:
 - 1. Have worked for the Village at least 12 months (meaning the employee was maintained on the payroll); and
 - 2. Have worked at least 1250 hours during the year preceding the start of the leave. Hours worked are determined by applying the principles of the Fair Labor Standards Act (FLSA).
- B. Exempt employees who have worked for the Village at least 12 months are presumed to have met the minimum service required for eligibility.

Section 3.10.4. Request for Leave

A. No Need to Assert FMLA Rights

Employees need not expressly assert their rights under the FMLA, or even mention the FMLA when applying for leave. It is enough to state that leave is needed for one or more of the covered reasons, listed under the heading "Family and Medical Leave Provisions" above.

B. Leave for Medical Condition

The Village may have to inquire further to determine whether the leave requested is for a serious health condition which must be supported by a Medical Certification from the health care provider.

C. Planning Treatment

Upon getting notice for a leave, the Village may, for business reasons, require the employee to try to reschedule the treatment, so long as the treating health care provider approves the modification of the treatment schedule.

Section 3.10.5. Notice Requirement

- A. Foreseeable Leave
 - Unpaid leave: An employee must give 30 days' notice if the leave is foreseeable and unpaid. The
 request for leave must be accompanied by the "Employee Leave Request Form" furnished by the
 Human Resources Director. If the employee fails to give 30 days' notice without having a
 reasonable excuse for the delay, the leave will be denied until 30 days after the employee
 provides the notice.

2. Paid leave: The notice period for a foreseeable paid leave is the same which the employee is required to give to use vacation, sick leave or whatever applicable paid benefit time the employee requests, and is determined either by the Village Personnel Policies and Procedures, or a departmental or Village-wide procedure. The substitution of paid leave for the otherwise unpaid leave provided by the FMLA is described below.

B. Unforeseeable Leave

 Unpaid leave: In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable under the circumstances. It is expected that the employee would give notice within one or two business days of learning of the need for the leave, except in extraordinary circumstances. The notice shall be followed by the completed "Employee Leave Request Form."

In case of a medical emergency involving either the employee's own or the immediate family member's serious health condition, the Village's otherwise required advance notice is unenforceable when FMLA leave is involved.

2. Paid leave: The provisions described under Section 3.10.5.A-2 above apply.

Section 3.10.6. Medical Certification

A. Time Frame to Submit Form

For leaves (unpaid) taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Medical Certification" form available from the Human Resources Director within 15 days after the Village requests completion of the form, or as soon as reasonably possible.

B. Subsequent Medical Opinion/Reports

The Village may require a second or third opinion, at the Village's expense, and periodic reports on the employee's status and intent to return to work. The employee must furnish a fitness for duty report to return from a leave taken because of the employee's own serious health condition.

Section 3.10.7. Intermittent or Reduced Leave

A. Serious Health Condition

If it is medically necessary, leave may be taken intermittently (a few days/hours at a time), or on a reduced leave schedule to care for an immediate family member with a serious health condition, or because of the employee's own serious health condition.

- Medical Necessity: The treatment regimen and other information given on the "Medical Certification" form is enough to certify the medical necessity of intermittent or reduced leave. However, the employee must schedule such leave so as not to disrupt the Village's operations. Upon request, the employee shall provide the Village with the reasons why the intermittent/reduced leave schedule is necessary, and furnish a schedule of the treatment. The Village and the employee will work out a mutually agreeable schedule, subject to the approval of the health care provider.
- 2. Temporary Transfer: The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave, when the leave is planned for scheduled medical treatment.

B. Department's Consent

A leave taken intermittently or on a reduced leave schedule for the birth of the employee's child, or the child's placement with the employee for adoption or foster care, requires the department head's consent.

C. Part-time/Variable Hours Employees

For part-time employees and those working variable hours, the FMLA leave entitlement is calculated on a pro-rata basis whereby the 12 weeks worked immediately prior to the start of the leave are used to calculate the employee's normal work week.

D. Exempt Employees

Exempt employees' salaries will be reduced by the hours taken as intermittent or reduced leave during the work week, without affecting their exempt status.

Section 3.10.8. Military leave

A. Qualifying Exigency Leave

An eligible employee may take FMLA leave for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. If in the reserves (U.S. National Guard or Reserves), "covered active duty" means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation. FMLA leave can be used for the following "qualifying exigencies":

- 1) Short notice deployment;
- 2) Military events and related activities;
- 3) Child care and school activities;
- 4) Financial and legal arrangements;
- 5) Counseling;
- 6) Rest and recuperation;
- 7) Post-deployment activities; and
- 8) Additional activities agreed to by the District and employee.

B. Military Caregiver Leave

Eligible employees who are a spouse, son, daughter, parent or next of kin of a covered service member are eligible to take up to 26 work weeks of leave in a single 12-month period to care for the covered service member suffering from a serious illness or injury incurred in the line of duty on active duty.

"Covered Service Member" also includes veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness so long as the veteran was a member of the Armed Forces at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

"Serious injury or illness" means for a current member of the Armed Forces includes both serious injury or illness that was incurred by the member in the line of duty on active duty but also a pre-existing serious injury or illness that was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. For a veteran, serious injury or illness means a qualifying injury or illness

that was incurred in the line of duty on active duty in the Armed Forces or preexisting condition aggravated by service in line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran.

Section 3.10.9. Substitution of Paid Leave

A. Required Substitution

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken. Substitution of accrued benefit time for unpaid leave will occur in the following order for the three qualified reasons indicated in Section 3.10.1 of this Appendix:

1. The birth of an employee's child: Vacation, Comp, Personal, Sick.

2. To care for an employee's

immediate family member: Vacation, Comp, Personal, Sick.

3. The employee's own serious health condition:

Sick, Vacation, Comp, Personal.

B. Combination of Paid/Unpaid Leave

When an employee has used accrued paid benefit time for a portion of FMLA leave, the employee may request an additional period of unpaid leave for a total combined leave of 12 weeks.

C. Right of Substitution

An employee has the right to substitute all of his/her accrued paid benefit time, so long as the Village Personnel Policy Manual or the relevant collective bargaining agreement permits the use of paid benefit time for the type of FMLA leave requested.

Section 3.10.10. Effect on Benefits

A. Group Insurance

The employee's group health insurance and life insurance plan continues under the same conditions as coverage would have been provided if the employee had continuously been employed during the leave period.

B. Insurance Contributions

Employees' contributions to premiums continue at the same level as if they were actively employed. If there is a change in the employee's share of premium costs, they are notified of the change and expected to pay the premium they would have paid had they not been on leave.

- 1. Paid leave: Employees who are on paid leave will have their premium payments withheld through payroll deduction.
- 2. Unpaid leave: Employees who are on unpaid leave will be advised in writing at the beginning of the leave period of the amount, method, and due date of their premium payments.
- 3. Late payment: If an employee's premium payment is more than thirty (30) days late, the Village may terminate the health coverage. However, the coverage will be restored immediately upon the employee's return from leave.
- 4. Reimbursement: If the Village pays the employee's share of the premium which the employee missed during the leave, the Village may require that the employee reimburse it upon return from leave. The employee will be required to sign a written statement, at the beginning of the leave, authorizing payroll deductions for delinquent payments.

- 5. Premium conversion: If applicable, the paying of insurance premiums with pre-tax dollars by employees enrolled in a premium conversion plan is described in the FMLA Administrative Procedure.
- 6. Employee does not return from leave: If the employee fails to return from leave for reasons other than the continuation of the employee's serious health condition, or the serious health condition of a covered family member, or circumstances beyond the employee's control, or the employee returns to work for less than 30 days, the Village may seek reimbursement for the employer's share of the premiums paid on behalf of the employee during the period of the leave.

C. Other Benefits

An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, unless otherwise stated in the Village Personnel Policy Manual, collective bargaining agreement, or law. However, the employee will not lose any benefit accrued prior to the leave.

Section 3.10.11. Job Protection

- A. Same or Equivalent Position
 - If employees return from leave by the end of twelve (12) weeks, or before, they are reinstated to the former position or an equivalent one, with equivalent pay, benefits, status, authority, and other conditions of employment as they held before going on leave.
- B. Restoration Rights

The restoration rights of an employee returning from FMLA leave are the same as they would have been had the employee continued to work. Therefore, had the employee's position been eliminated, or the employee been terminated while actively at work, there is no right to be reinstated upon return from leave.

- C. Late Return
 - If the employee fails to return by the end of twelve (12) weeks, reinstatement to the same or similar position occurs only if it is available. Otherwise, the employee's employment may be terminated.
- D. Key Employee
 - An exception to reinstatement may also be made in the case of a "key employee," even if the "key employee" returns timely from leave. A "key employee" is an exempt employee and is among the 10% highest paid of all Village employees. "Key employees" will be notified of their status in writing when they request FMLA leave and informed as to whether there is a possibility that reinstatement will be denied after leave. Restoration may be denied if it causes substantial and grievous economic injury as defined by FMLA regulations.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX B - COBRA PROCEDURES

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the employer; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: Human Resource Director, Village of Algonquin, 2200 Harnish Drive, Algonquin, IL 60102.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. You must provide this notice to: Human Resources Director, Village of Algonquin, 2200 Harnish Drive, Algonquin, IL 60102.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A,

Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

Human Resources Director, Village of Algonquin, 2200 Harnish Drive, Algonquin, IL 60102; (847) 658-2700.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX C - AMERICANS WITH DISABILITIES ACT POLICY AND PROCEDURES

Section 11.1. Statement of Policy

It is the policy of the Village of Algonquin to comply with all provisions of the Americans with Disabilities Act ("ADA"). The Village will not discriminate against any qualified employee or job applicant with respect to any term or condition of employment based on a physical or mental disability or the perception of a physical or mental disability. If an individual is qualified to perform the essential and fundamental functions and duties associated with a job, the Village will make reasonable accommodations as necessary for applicants and employees with disabilities, provided that such accommodations do not pose a threat to safety or cause an undue hardship to the Village.

Section 11.2. Procedures

Any applicant or employee who believes that he or she has been discriminated against based on a physical or mental disability, or based on a perception that they suffer from a physical or mental disability, should take the following steps:

- 1. Reporting of the Incident: Make a report of any suspected violation of the ADA to the Human Resources Director. The report may be made initially either orally or in writing, but reports made orally must be reduced to writing before an investigation can be initiated and a resolution achieved.
- 2. Investigation of the Complaint: When a complaint has been reduced to writing, the Human Resources Director will, within three (3) working days, meet with the complaining party to determine the nature of the complaint. If it is determined that a disability does not exist, the Human Resources Director will so notify the complaining party in writing within three (3) working days of their meeting. If it is determined that a disability does exist, the Human Resources Director will determine whether a reasonable accommodation can be made and, if so, what that reasonable accommodation is. Within seven (7) working days from the date of the meeting, the Human Resources Director will advise the complaining party in writing of the proposed resolution of the complaint.
- 3. Keeping of Records and the Confidentiality of Such Records: Applicants or employees who submit a written complaint of a violation of the ADA are encouraged to keep written notes in order to accurately record the chain of events. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit, however, the Village advises that those records maintained by the Village and any records maintained by the complainant may not be considered privileged from disclosure. Written records will be maintained by the Village for two (2) years from the date of the resolution, unless circumstances dictate that the records should be kept for a longer period of time.
- 4. Timeframe for Reporting Complaints: The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. Thus, all complaints should be reported within six months of the alleged incident. Delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.
- 5. Appeal Process: If an applicant or employee is dissatisfied with the outcome or resolution of an ADA complaint, that individual has the right to appeal the decision. Within seven (7) working days from receipt of the Human Resources Director's response, the applicant or employee should submit his or her written comments to the Village Manager for review.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX D - DRUG FREE WORK PLACE ACT POLICY AND PROCEDURES

Section 12.1. Statement of Policy

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis (i.e. marijuana, hashish), is prohibited in the Village's workplace or at any worksite where Village work is performed.

Section 12.2. Employees to Whom this Policy Applies

This policy applies to every Village employee engaged in the performance of their employment with the Village.

A copy of this policy will be given to every such employee.

A copy of this policy statement will be posted in the Ganek Municipal Center.

Section 12.3. Penalties for Violation of this Policy

Any employee who violates this prohibition may be subject to disciplinary action as set forth in Article 7 or as provided by State statute, whichever is applicable, up to and including immediate termination of employment or may be referred for counseling or rehabilitation and satisfactory treatment.

Section 12.4. What the Employee is Required To Do

Every employee who is convicted of a violation of a criminal drug statute as the result of conduct occurring in the workplace or at a Village worksite must notify the Village no later than five (5) days after the conviction. Failure to so notify the Village may result in disciplinary action, up to and including immediate termination of employment.

Within ten (10) days of receiving notice of a conviction of an employee, the Village will notify the granting agency of the conviction.

Section 12.5. Penalties for Conviction of Criminal Drug Statute

Within thirty (30) days of receiving notice that an employee has been convicted of a violation of a criminal drug statute, the Village will:

- A) Take appropriate disciplinary action as set forth in the Village's personnel policies or as provided by State statute, whichever is applicable, up to and including immediate termination of employment; or
- B) Require the employee, at the employee's expense, to satisfactorily participate in a drug abuse assistance or rehabilitation program which has been approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

The Village has the sole right to determine the course of action to be taken.

Section 12.6. Employee Assistance Program

In the event drug counseling, treatment, and rehabilitation are required, the Village has established an Employee Assistance Program to assist employees in selecting a course of action and to refer employees to qualified treatment facilities or agencies. The following is the Village's policy for the Employee Assistance Program:

EMPLOYEE ASSISTANCE PROGRAM

To comply with the Drug Free Workplace Act, the Village of Algonquin has established an Employee Assistance Program (EAP) to help employees who are affected by a drug abuse problem. Through our EAP, the Village hopes to identify drug abuse problems early and will provide confidential referral for treatment.

The Village will conduct an educational and training program for CDL drivers, other employees, supervisory personnel, and Village officials, which program shall address drugs and alcohol, including the effects and consequences of drugs and alcohol use on personal health, safety, and work environment, and the manifestations and behavioral changes that may indicate drug or alcohol use or abuse. Each driver, other employee, supervisory personnel, and Village official will receive a certificate indicating attendance at and participation in the training program. Each certificate will be signed by the training program participant and will be placed in a participant's personnel file.

- A) The Village of Algonquin recognizes that drug abuse is an illness. This illness may affect an employee's job performance, health, or personal relationships. Fortunately, this is an illness which can be successfully treated.
- B) To assist employees in seeking treatment for drug abuse problems, the Village has created the position of Program Administrator of the Drug Free Workplace Act. The Program Administrator is the Human Resources Director.
- C) Employees who believe they have a drug-abuse problem are encouraged to voluntarily seek confidential assistance by contacting the Program Administrator. The Program Administrator will place the employee in contact with the Village's EAP.
- D) Through the EAP, the employee will be provided a referral coordinator. The referral coordinator is part of a trained referral team who can refer the employee to a specific professional counselor or treatment program that can help the employee deal with his or her drug-abuse problem.
- E) An employee who voluntarily seeks assistance under the Village's EAP should not be subject to disciplinary action because of his or her drug-abuse problem if, in the opinion of the Program Administrator: 1) the employee can satisfactorily continue to perform his or her job duties; 2) the employee is not a danger to himself or herself or to others; and 3) the integrity of the Village of Algonquin is not adversely affected.
- F) If an employee violates the Drug Free Workplace Act, the Village may require the employee to satisfactorily participate in an approved drug abuse assistance or treatment program, at the employee's expense. If the employee refuses to participate in such a program, the employee may be subject to disciplinary action as set forth in the Village's personnel policies or as provided by State statute, whichever is applicable.
- G) The decision to contact the EAP and to request diagnosis or to undertake treatment is the sole responsibility of the employee. The employee may also seek help directly from any approved individual or agency. All treatment expenses are the sole responsibility of the employee.
- H) The relationship among the employee, the Program Administrator, and the EAP referral coordinator is confidential. When an employee voluntarily contacts the EAP through the Program Administrator, only the Program Administrator will be aware of the contact. When an employee is required to contact the EAP or to participate in a drug abuse assistance or rehabilitation program as the result of a violation of the Drug Free Workplace Act, only the Program Administrator and

those Village officials responsible for determining compliance with the Drug Free Workplace Act will be aware of the contact. No one in the Village will be aware of any treatment recommendations unless the employee specifically authorizes disclosure to a specific person. When an employee is required to contact the EAP or to participate in a drug abuse assistance or rehabilitation program as the result of a violation of the Drug Free Workplace Act, however, the employee will be required to provide the Village with proof of satisfactory participation in and completion of the program.

Section 12.7. Drug Free Awareness Program

To assist employees in complying with the Village's policies and procedures that have been adopted to comply with the Drug Free Workplace Act, the Village has established a drug free awareness program to inform employees about:

- A) The dangers of drug abuse in the workplace.
- B) The Village's policy of maintaining a drug-free workplace.
- C) Any available drug counseling, rehabilitation, and employee assistance programs.
- D) The penalties that may be imposed upon an employee for violations of the Village's policies and procedures that have been adopted to comply with the Drug Free Workplace Act.

Section 12.8. Acceptance of This Policy

The Village requires that all employees acknowledge that they:

- A) Have received the Policy Statement of the Village of Algonquin Compliance with the Drug Free Workplace Act (which is this Appendix D).
- B) Will abide by the terms of this Policy Statement.
- C) Will notify the Village of any criminal drug statute conviction for a violation occurring in the workplace or at a Village worksite no later than five (5) days after the conviction.
- D) Will, if convicted of a criminal drug statute violation as the result of conduct occurring in the workplace or at a Village worksite and given the opportunity to do so, satisfactorily participate in a drug abuse assistance or rehabilitation program and provide the Village with proof of satisfactory participation and completion of such a program.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX E - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

Section 13.1. Statement of Policy

In order to provide a drug-free, healthful, and safe secure work environment, the Village will regulate the use of drugs and alcohol in the workplace. In addition, the purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements of the Omnibus Transportation Employee Testing Act of 1991 as delineated under U.S. Department of Transportation, Drug and Alcohol Testing Regulations 49 CFR Part 40 and 382. The drug-related and alcohol-related requirements of this law became effective January 1, 1996. The Village may therefore require: 1) any employee holding a Commercial Driver's License (CDL), and 2) all other employees for reasonable cause, to submit to a drug and alcohol test to determine the presence of alcohol or marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in the system. This screening will be conducted while the employee is on Village-paid time at Village expense and will be mandatory. All test results will remain confidential.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol by employees is prohibited on all municipal premises, in any Village owned or leased motor vehicle, or at any other location where the employee is assigned to perform work.

The procedures described below that implement this policy are general in nature, and do not necessarily describe every action that may be taken or every document that may be used, generated, or executed, whether by the Village, its insurance carriers, any testing facility, or other entity responsible for or authorized to effectuate any aspect of this policy.

Section 13.2. CDL Employees

Pursuant to the U.S. and Illinois Department of Transportation Regulations requiring drug and alcohol testing on all employees holding a commercial driver's license (CDL), all CDL employees will be tested in the following situations:

- A. Pre-employment testing: All applicants for employment in positions covered under the U.S. and Illinois Department of Transportation Regulations must successfully complete a drug and alcohol test before performing any safety-sensitive function.
- B. Random testing: CDL employees will be subject to random drug and alcohol testing throughout the year. These employees will have no advance warnings of the random tests.
- C. Post-accident/incident testing: Drug testing will be required immediately after serious accidents or rule violations, but should be done no later than 8 hours after said accident or rule violation. No employee may consume alcohol for 8 hours following the accident or until they undergo a post-accident alcohol test, whichever occurs first.
 - (a) This municipality will require post-accident urine drug and breath alcohol testing of all employees covered by this policy.
 - (b) Post-accident urine drug and breath alcohol testing will be required of each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

- (2) Who receives a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved:
 - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- (c) For purposes of this section, disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner after simple repairs:
 - (1) Inclusions:

Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

- (2) Exclusions:
 - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
 - (ii) Tire disablement without other damage even if no spare tire is available.
 - (iii) Headlight or taillight damage.
 - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.
- D. Reasonable cause: If the Village has reasonable cause to believe that an employee is under the influence of drugs or alcohol, the Village may require the employee to submit to a drug or alcohol test. "Reasonable cause" means that the Village believes that the actions, appearance, or the conduct of the employee are indicative of the use of drugs or alcohol. "Reasonable cause" shall be based on documented observations by a trained supervisor who should be able to articulate and substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug use and/or alcohol misuse.
- E. Employees required to hold CDL licenses shall be subject to the D.O.T. policy and program for drug and alcohol testing in compliance with Federal regulations as may be adopted from time to time. Such policy and program is published under separate cover and may contain regulations and standards not listed herein.

Section 13.3. Non-CDL Employees

All other employees, other than CDL employees, may be tested for drug or alcohol use for reasonable cause as outlined in Section 13.2 D. above.

Section 13.4. Testing Procedures/Drugs

All testing for drugs will be done only by federally certified laboratories. Testing for the presence of drugs will be done with two urine samples provided by the employee. The urine sample that is submitted will be tested for marijuana, cocaine, opiates, amphetamines and PCP. The collection of the urine specimen, submission of the urine specimen to the drug testing facility, and testing of the urine specimen will be conducted in accordance with the U.S. or Illinois Department of Transportation regulations. There will be

two urine samples gathered so that the second urine specimen can be used by the employee and/or applicant for testing by another federally certified laboratory of the employee's choice and at the employee's expense.

All urine samples which are identified as positive on the initial test will be tested again using Chromatography/Mass Spectrometry. All urine samples which test negative on either the initial or the second test will be reported as negative.

Section 13.5. Testing Procedures/Alcohol

Testing for the presence of alcohol will be a breath test performed by a trained technician using evidential breath testing devices. The Federal Department of Transportation regulations have adopted the cutoffs of .02 for temporary removal from performing safety sensitive functions, and .04 for long-term removal, pending a return to duty test, completion of an assessment for chemical dependency, and certification by a substance abuse professional that the employee is successfully following a prescribed treatment.

Section 13.6. Medical Review Officer

If a drug test has been confirmed to be positive, the results of the test shall be reviewed by a Medical Review Officer (MRO). The MRO is a licensed physician with knowledge of substance abuse disorders. The MRO will review and interpret confirmed positive test results obtained through the testing program. For all confirmed positive results, the MRO shall examine possible alternate medical explanations for the positive test result. This action may include conducting a medical interview and review of the employee's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have results from legally prescribed medication.

The MRO will discuss all positive results with the tested driver pursuant to U.S. or Illinois Department of Transportation Regulations. The MRO will then report the test results to the Village.

The MRO shall not disclose to any third party any medical information provided by the employee to the MRO that is part of the testing verification process except as required by U.S. or Illinois Department of Transportation regulations or as authorized in writing by the tested employee. The MRO may not release individual drug test results of any employee to anyone other than the Village, except as required by U.S. or Illinois Department of Transportation Regulations, without first obtaining written authorization from the tested employee.

Section 13.7. Confidentiality of Drug and Alcohol Test Results

If an employee submits to a drug or alcohol test at the request of the Village, the medical facility may not release the individual medical, drug or alcohol test results of that employee to anyone other than the Village without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

If an employee submits to a drug or alcohol test at the request of the Village, the Village will not release the individual medical, drug or alcohol test results of that employee without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

Section 13.8. Consequences of a Positive Drug or Alcohol Test Result

An employee who tests positive for drugs as reported to the Village by the MRO will be immediately removed from a safety-sensitive function and may be subject to disciplinary action up to and including immediate termination of employment. A CDL driver whose blood alcohol concentration is .04 or more will

be immediately removed from a safety sensitive function and may be subject to disciplinary action up to and including immediate termination of employment.

Section 13.9. Effect of a Refusal to Submit to Drug or Alcohol Testing

Prior to testing, the employee must sign a written consent to the testing. Failure to sign the consent may result in disciplinary action up to and including immediate termination of employment.

Any employee who refuses or fails to be tested under the Village's Drug or Alcohol Testing Policy shall be treated as if he/she has received a positive drug test finding or a blood alcohol concentration of .04 or more. Upon refusal or failure to submit to the testing procedure, the employee's employment shall be immediately terminated. The employee's refusal shall be documented in writing.

Section 13.10. Eligibility for Re-employment

Any employee who has been terminated as a result of a positive test or blood alcohol concentration of .04 or more, is eligible for re-employment on a one-time basis if the employee successfully completes a program of evaluation and, if necessary, treatment. For CDL employees, the treatment must medically requalify the driver to operate a commercial vehicle or other equipment.

All costs of treatment shall be borne by the employee. While undergoing treatment, the employee will not receive any of the benefits normally provided by the Village.

If an employee is re-employed after testing positive for drugs, the employee will be subject to additional tests for drugs without prior notice for up to five (5) years. If any of these additional tests are positive for a CDL employee, the driver will be terminated and that termination will be final and irreversible. A CDL driver who tests positive for drugs or who is found to have a blood alcohol concentration of .04 or more, after being involved in a fatal accident, shall not be eligible for re-employment under any circumstances.

Section 13.11. Employee Assistance Program

The Village will conduct an educational and training program for CDL drivers, other employees, supervisory personnel, and Village officials, which shall address drugs and alcohol, including the effects and consequences of drug and alcohol use on personal health, safety, and work environment, and the manifestations and behavioral changes that may indicate drug or alcohol use or abuse. The drug training portion of the program will be a minimum of 60 minutes. Each driver, other employee, supervisory personnel, and Village official will receive a certificate indicating attendance at and participation in the training program. Each certificate will be signed by the training program participant and will be placed in a participant's personnel file.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX F – ANTI-HARASSMENT POLICY

Section 14.1. Introduction.

The Village desires to have a professional working environment for its employees so that they may carry out their duties in productive and positive surroundings. Although conduct may not rise to the level of unlawful harassment from a legal perspective, the Village wants to protect its employees from abuse and to prevent conduct from becoming so severe or pervasive as to alter the conditions of an employee's employment, create an abusive, intimidating or hostile working environment, or result in a tangible employment action. Accordingly, the Village has adopted a "zero tolerance" policy against harassment. Harassment is unwarranted and unwanted verbal or nonverbal conduct that threatens, intimidates, annoys or insults another person where such conduct has the purpose or effect of creating an offensive, intimidating, degrading and/or hostile working environment and/or interferes with and/or adversely affects a person's performance. The Village prohibits any form of unlawful harassment against its employees and applicants for employment based on factors such as sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions), marital status, sexual orientation or preference, gender identity, race, color, religion, national origin, ancestry, age, mental or physical disability, veteran status, or other status protected by applicable law.

Section 14.2. Sexual Harassment.

With respect to sexual harassment, the Village prohibits any unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- 2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3. such conduct may have the purpose or effect of unreasonably interfering with an individual's work performance; or
- 4. such conduct may create an intimidating, hostile, or offensive working environment.

Examples of the types of conduct that would violate the Village's policy including the following:

- touching, such as rubbing or massaging another person's neck or shoulders, stroking another person's hair, or brushing against another person's body.
- Sexually suggestive touching, gestures, or sounds.
- Grabbing, groping, kissing, or fondling.
- Lewd, off-color, sexually oriented comments or jokes.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons.
- Unwanted or offensive letters, memos, or poems.
- Offensive e-mail, voice-mail or text messages.

- Sexually oriented or explicit remarks, including written or verbal references to sexual conduct or gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates after having been turned down.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault, rape, or other coerced sexual activity.

Both opposite sex and same sex harassment are prohibited under this policy.

Section 14.3. Other Forms of Harassment.

With respect to other forms of harassment, the Village prohibits slurs or other verbal or physical conduct relating to matters such as an individual's race, color, religion, national origin, ancestry, marital status, age, mental or physical disability, veteran status, sexual orientation, gender identity or other protected status when this conduct:

- 1. may have the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- 2. may have the purpose or effect of unreasonably interfering with an individual's work performance; or
- 3. otherwise may adversely affect an individual's employment opportunities.

Section 14.4. Coverage of the Policy.

The Village's "zero-tolerance" policy with respect to harassment applies to conduct in or connected to the workplace, whether it is physical or verbal, and whether it is committed by Department Head or Supervisor, fellow employees or non-employees (such as customers, vendors, suppliers, or business invitees). The conduct prohibited by this policy is not only unacceptable in the workplace itself but also at any other work-related setting such as holiday parties, gatherings or other work-related social events, on business trips, and at conferences, seminars, educational gatherings, and other meetings. Each Department Head or Supervisor is responsible for creating an atmosphere free of harassment, whether it is sexual or another form of harassment. In addition, all employees are responsible for respecting the rights of their fellow employees and for cooperating in any investigation of alleged harassment.

Section 14.5. Complaint Procedures.

If an employee experiences any job-related harassment or believes that he or she has been subjected to harassment, the employee should promptly report to Human Resources Director. If an employee believes that the Human Resources Director is involved in the job-related harassment or is condoning it, or if the employee does not feel comfortable reporting the incident to the Human Resources Director, the employee should bypass the Human Resources Director, and report the alleged harassment directly to the Assistant Village Manager. If an employee believes that the Assistant Village Manager is involved in the job-related harassment or is condoning it, or if the employee wishes to report the incident to someone of the same sex, then the employee should report the alleged harassment to the Village Manager, Village President, Village Clerk or a member of the Board of Trustees.

If any Department Head or Supervisor learns of an incident of alleged harassment, it is that individual's responsibility to immediately report the incident to the appropriate person under this policy. An

investigation of the allegations of all complaints will be made as soon as practicable and, to the extent practicable and appropriate under the circumstances, confidentiality will be maintained. If the investigation leads to a determination that a complaint is well grounded and true, appropriate corrective action shall be taken. In determining whether alleged conduct constitutes harassment in violation of this policy and the appropriate steps to redress any such violations or avoid the possibility of a future occurrence, factors such as the nature of the alleged harassment, the context in which the alleged conduct occurred, and the totality of the facts and circumstances will be investigated and considered.

Section 14.6. Time Frame for Reporting Harassment.

The Village encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. Thus, all complaints should be reported within six months of the alleged harassment. Delayed reporting of complaints will not, in and of itself, preclude the Village from taking remedial action.

Section 14.7. No Retaliation.

It is the Village's policy that no adverse action shall be taken against any employee for resisting or reporting harassment. If an employee believes that he or she has been retaliated against for resisting or reporting harassment, the employee should report such retaliation in the same manner as set forth above for employees who have complaints of harassment. Retaliation is a very serious violation of the Village's policy and should be reported immediately.

Section 14.8. Importance of Reporting Harassment.

It is a core value of the Village that maintaining a professional working environment for its employees is central to its long-term success. The Village believes that only by having a professional working environment can employees carry out their duties in a productive and positive surrounding. When that environment is threatened by harassment, it threatens the stability of the Village to the detriment of all of its employees. Harassment often follows a pattern, and when it goes unreported by those who experience it, it may encourage the perpetrator to harass others. By failing to report harassment as required by this policy, an employee not only endangers himself or herself, but also others as well.

By enforcing this zero tolerance policy and appropriately investigating all reports of harassment, the Village seeks to protect all employees and maintain a harassment free, professional working environment. It is for these reasons, among others, that the Village's policy requires that, if an employee who suffers or experiences, or believes he or she will suffer or experience, any job-related harassment prohibited by this policy, the employee promptly report the incident.

Section 14.9. Disciplinary Action.

If any employee of the Village engages in conduct that violates this policy, or other conduct that the Village believes is unprofessional, that employee will be subject to discipline up to and including discharge.

Section 14.10. External Procedures.

The Village hopes that any incident of harassment can be resolved through the internal procedures outlined above. Employees of the Village, however, have the right to file formal harassment charges with the Illinois Department of Human Rights (the "IDHR") and/or with the Equal Employment Opportunity Commission (the "EEOC"). A charge with the IDHR must be filed within 180 days of the harassing incident. A charge with the EEOC must be filed within 300 days of the incident. It is unlawful for an employer to retaliate against an employee for filing a charge of harassment with the IDHR or the EEOC.

The IDHR may be conducted as follows:

Chicago: (312) 814-6200 Chicago TDD: (312) 263-1579 Springfield: (217) 785-5100 Springfield TDD: (217) 785-5125

The EEOC may be conducted as follows:

Chicago: (312) 353-2713 Chicago TDD: (312) 353-2421 F: Chicago: (800) 669-4000 Chicago TDD: (800) 669-6820

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX G - FAMILY MILITARY LEAVE

Employees who have been employed with the Village for at least 12 months and for at least 1250 hours of service during the previous 12-month period may be eligible for Family Military Leave. Family Military Leave is leave requested by an employee who is the spouse, parent, child or grandparent of a person called to military service lasting longer than 30 days with the State of Illinois or the United States pursuant to the orders of the Governor or the President of the United States.

Eligible employees will be granted up to 30 days of unpaid family military leave during the time federal or State of Illinois deployment orders are in effect subject to the conditions of this Section. The number of days of leave provided to an eligible employee because the employee's spouse or child is called to military service shall be reduced by the number of days of leave provided to the employee under Appendix A of this Manual regarding the Federal Family and Medical Leave Act because of any qualifying exigency arising out of the fact that the employee's spouse or child is on covered active duty in the Armed Forces as defined above in Appendix A.

Employees wishing to take said leave shall give at least 14 days' notice if the leave will be 5 consecutive work days or longer. The employee shall consult with the Village to schedule the leave so as to not unduly disrupt the operations of the Village. Employees taking less than 5 days leave should give advanced notice where practicable. The Village may require certification from the proper military authority to verify that the employee is eligible for said leave.

Employees shall not take Family Military Leave until they have first exhausted all accrued vacation, personal and all other paid benefit time except for sick or disability leave.

Job Protection: Employees taking said leave will be restored to their position or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment and shall retain all employee benefits accrued before the date on which the leave commenced. Employees should arrange for the payment of their health insurance benefits during their leave.

VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL APPENDIX H - VICTIMS' ECONOMIC SECURITY AND SAFETY ACT

A. Statement of Policy.

In accordance with the Victims' Economic Security and Safety Act (VESSA) and subject to the conditions stated below, the Village will grant eligible employees reasonable accommodation, including job-protected leave during which health insurance will be maintained as if the employee were working full-time and after which the employee will be reinstated to the same or equivalent position.

B. VESSA Leave.

If an employee, or a household or family member of the employee, is a victim of domestic or sexual violence as defined by VESSA, the employee may take leave in accordance with VESSA for the purposes below.

- 1. Permissible purposes for leave:
 - 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 victim's 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.
- 2. Period and Schedule. An employee shall be entitled to a total of 12 weeks of unpaid leave during any 12-month period. The leave may be taken all at once, intermittently, or on a reduced work schedule.
- 3. Notice. The employee must give at least 48 hours advance notice of his or her intention to take VESSA leave unless such notice is not practical. If the employee takes an unscheduled absence, the Village will require certification pursuant to the following section.
- 4. Certification. The Village may, in its sole discretion, require the employee seeking VESSA leave to provide certification that the employee or family or household member is a victim of domestic or sexual violence as defined by VESSA, and that the leave sought is for one of the permitted purposes. The employee must provide certification as soon as practicable after the Village requests certification. To the extent permitted by law, any certification provided to the Village will be confidential. Examples of valid certification are:
 - 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.

C. Maintenance of Benefits.

- 1. Returning to work. An employee returning to work after taking VESSA leave shall be entitled to his or her current position or an equivalent position, with no loss of benefits accrued prior to the date of leave. However, employees are not entitled to accrue seniority, benefits, rights, or positions for the period of leave, even if such leave is intermittent or on a reduced work schedule. Further, the Village shall be entitled to require the employee to report periodically on the employee's status and intention to return to regular employment.
- 2. Health benefits. Health insurance for the employee and any family or household members will be maintained in full during any VESSA leave. The Village may recover premiums paid during leave if the employee fails to return to work after the allotted leave expires in certain circumstances.

D. Other Leave.

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 Family and Medical Leave Act. Employees may substitute paid benefit time off for the unpaid leave allowed under VESSA.

E. Employment Sustainability.

The Village will not discharge, retaliate or discriminate against an employee based on the employee's having been a victim of domestic or sexual abuse, the employee's request for or taking of VESSA leave, or the employee's request for a reasonable job-related accommodation based on actual or threatened domestic or sexual violence. The Village will endeavor to provide qualified employees subject to VESSA a reasonable accommodation so as to allow employee to continue working for the Village so long as it does not pose an undue hardship for the Village.



VILLAGE OF ALGONQUIN GENERAL SERVICES ADMINISTRATION

-MEMORANDUM-

DATE: May 31, 2017

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: Employee Travel Policy

At your direction, Finance staff was asked to provide guidance and draft an employee travel policy to address certain concerns raised by internal staff. Currently, Village policy regulating employee travel is incorporated in the Village's personnel policy and/or through specific provisions in one of our three collective bargaining agreements.

Staff objectively reviewed current Village policy, past Village expenses, other local government policies, internal control practices, regulatory information, and employee input to guide the drafting of the attached employee travel policy.

In 2016, Governor Rauner sign into law the Local Government Travel Expense Control Act that is applicable to non-home rule units of government in Illinois. The statute provides a framework for official travel purposes, maximum allowable reimbursement thresholds, standardized reporting, approval process, and prohibition of entertainment expense reimbursement. The proposed employee travel policy is derived from this statute, less expense approval, which will continue to conform to existing Village purchasing policies.

Overall, the frequency, utilization, and expenditure level related to employee travel is very minimal. The revised employee travel policy lends itself to a reasonable internal control environment, ensuring that our employees have clear guidance and resources to conduct official Village business in an appropriate, economical, and ethical manner.

Recommendation: Staff recommends approval of a resolution adopting an Employee Travel Policy by the Village Board.

Attachments



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1. PURPOSE 8. HOTELS

2. <u>AUTHORIZATION</u> 9. <u>ACCOMPANIMENT BY AN IMMEDIATE FAMILY MEMBER</u>

3. ARRANGEMENTS 10. COMBINED BUSINESS/PERSONAL TRAVEL

4. <u>AIR TRAVEL</u> 11. <u>NON-ALLOWABLE EXPENSES</u>

5. GROUND TRANSPORTATION 12. APPROVED FORMS OF PAYMENT

6. REGISTRATION FEES 13. ADVANCES

7. MEALS 14. EXPENSE REPORTING

1. PURPOSE

Travel can play an important role in accomplishing the Village's mission to provide superior and responsive governmental services to the people of Algonquin. When conducting business on behalf of the Village, employees are expected to use good quality services and accommodations appropriate for the business to be conducted. Good judgment and ethical practices on the part of each traveler remain the most important factors in controlling travel expenses.

Control of travel authorization is the responsibility of each department head. Travel authorization is a two-part process including: 1.) approval of all travel in advance of the trip, and 2.) expense reporting following completion of the trip. Approval of employee expense reports indicates that expenses submitted have been reviewed and have been found to comply with Village policies regarding travel and authorized business expenses.

All Village personnel traveling or incurring business expenses on behalf of the Village and those responsible for the approval of these expenses are expected to use these measures to assist in maintaining control over travel expenditures. The policies detailed here apply to all funds under Village control and are superseded only in those instances where funding agencies or collective bargaining agreements apply specific and more restrictive rules and rates.

2. AUTHORIZATION

All training requiring an overnight stay must be approved in advance by the employee's supervisor and department head. Requests for reimbursement shall be submitted using the Village's employee expense report form.

3. ARRANGEMENTS

To reduce travel costs, Village employees are encouraged to utilize discount travel web sites when purchasing air travel and reserving cars and hotel rooms, and to use governmental discounts, when available. Whenever possible, travel should be arranged using the least expensive means possible. Employees shall use good judgment to determine logical routes for arriving at the intended destination.

4. AIR TRAVEL

Employees are required to request flights according to approximate arrival and departure time, rather than by specific carrier or flight number, in order to obtain the lowest available fare with logical routing for all trips. In order to take advantage of available discounted fares, travelers shall make reasonable adjustments in their travel plans.

Employees shall make travel arrangements as far in advance as possible to take advantage of special fare savings. Travelers should be aware that some discounts have travel restrictions and cancellation penalties, and therefore good business judgment should be exercised.

All travel at Village expense must be coach class.

5. GROUND TRANSPORTATION

It is expected that employees use the most efficient ground transportation available, considering cost, time, availability, and scheduling.

- a. Taxi, Rideshare, and Airport Transportation: Whenever practical, airport or hotel ground transportation should be the preferred method of transportation to hotels or meeting sites. Taxis or rideshare services may be used as necessary taking into consideration the cost of other means of transportation. A receipt is required for reimbursement of the expenses.
- **b. Public Transportation:** The cost of public transportation is reimbursable. A receipt is preferred, unless it is not possible to obtain one.
- c. Rental Automobiles: Rental automobiles may be used as necessary but must be approved in advance by the supervisor and department head. Receipts are required for reimbursement of all expenses related to rental automobile use. Arrangements for rental automobiles should be made through the most economical means possible. Insurance coverage should be confirmed with Human Resources prior to making any rental automobile arrangements.
- d. Personal Vehicles: Travel by personal automobile is reimbursable at the IRS authorized rate. The mileage reimbursement allowance covers all automobile related costs; gasoline, insurance, maintenance, etc. Toll charges and parking fees when supported by receipts, are reimbursable in addition to mileage allowance. The total personal automobile expenses shall not exceed the lowest available air fare. There will be no mileage reimbursement for travel for leisure or recreation purposes once at the conference site

unless such activities are sponsored by the conference. For the employee's convenience, travel may occur directly from the employee's household to the appropriate business destination. However, if the distance from the employee's principal workplace to the business destination is shorter than from the employee's household, the lesser distance will be reimbursed.

Employees using personal vehicles on Village business must have at a minimum, state required automobile insurance coverage.

6. REGISTRATION FEES

All registration fees for conferences will normally be paid by the Village prior to the actual event. A copy of the registration form with a purchase order must be forwarded to the Finance Department for check processing or otherwise paid using a Village purchasing card.

7. MEALS

Meal expenses during travel should not be charged to the Village's purchasing card. Meals will be reimbursed for overnight travel only at cost up to the daily maximum current U.S. General Services Administration rate for meals and incidental expenses (M&IE) for the 60102 zip code listed on www.gsa.gov/perdiem. If employee needs to deduct a meal amount for breakfast, lunch, or dinner, please use the applicable chart on www.gsa.gov/mie. If the cost of a meal is included in the registration for a seminar or conference, no reimbursement will be made and the appropriate amount shall be deducted from the M&IE rate. When traveling on Village business, employees shall select restaurants which are reasonably priced for the locality. The Village does not reimburse the cost of alcoholic beverages. Tips and gratuities will only be reimbursed up to 20 percent and will be included in the M&IE rate. Itemized receipts are required for meals purchased during the course of the business trip.

- **a. Breakfast:** Breakfast will be allowed whenever the incurred travel begins earlier than a normal breakfast (or concludes following breakfast) and no meal is served at the seminar or conference.
- b. Lunch: Lunch will be reimbursed provided that the trip begins before the lunch hour (or concludes following the normal lunch hour) and lunch is not included as part of the conference or seminar.
- **c. Dinner:** Dinner will be reimbursed when the employee is away from the Village for the evening meal or does not return until after the normal dinner hour and no meal was provided as part of the conference or seminar.

8. HOTELS

Employees shall use reasonably priced, comfortable lodging within a close proximity of their conference or meeting. When making reservations or registering, the employee shall ask for and use the government or corporate rate, or the lowest rate that is available to them (senior, travel club, etc.). Lodging expenses will be reimbursed by either: 1.) at cost using the conference or meeting room

block rate (employees must provide supporting documentation) or 2.) up to the daily maximum current IRS rate for the location of the lodging listed on www.gsa.gov/perdiem and shall be limited to the minimum number of nights required to conduct the assigned Village business. For example, if a conference ends at noon on Tuesday, lodging will not be reimbursed for Tuesday night. However, if a conference ends at 5:00 p.m., employee may be reimbursed for lodging depending upon travel schedule (i.e. distance, and flight availability. Consideration shall be given to staying an extra night if it results in reduced airfare and the savings outweigh the extra cost of staying an additional night.)

No lodging expense shall be reimbursed for meetings or conferences held in the City of Chicago unless prior written approval is obtained from the Village Manager. Any requests to exceed the daily lodging rate must be made in advance and receive written approval from the Village Manager.

9. ACCOMPANIMENT BY AN IMMEDIATE FAMILY MEMBER

The Village will not reimburse employees for travel costs of immediate family members traveling with employees on official Village business. Should a family member accompany the employee for personal reasons, only those costs related to the employee's travel may be reimbursed. Any expenses related to family members' travel shall not be paid using Village purchasing cards and are not considered tax-exempt.

10. COMBINED BUSINESS/PERSONAL TRAVEL

Whenever an employee, for his/her convenience, travels by an indirect route or interrupts Village travel for personal travel, the additional expenses related to the personal travel are the responsibility of the employee and are not considered tax-exempt.

11. NON-ALLOWABLE EXPENSES

The Village's policy is to reimburse its employees for all reasonable and necessary expenses incurred while transacting the affairs of the Village. However, there are specific types of expenses which are considered to be personal and are, therefore, not reimbursable. These include but are not limited to:

- a. Cleaning, pressing, and laundry
- b. Personal entertainment including movies, videos or pay-per-view services in a hotel room
- c. Airline and other trip insurance
- d. Beautician, barber, manicurist, and shoe shine
- e. Personal telephone calls except to report changes in schedule, or to talk with family members once per day (15 minute per day maximum)
- f. Repairs on personal automobiles damaged while on company business
- g. Traffic violations and court costs
- h. Membership fees in airline clubs
- i. Meals when employee is not required to be away overnight
- j. Entertainment expenses, including shows, amusements, theaters, circuses, sporting events or any other place of public or private entertainment or amusement unless ancillary to the purpose of the program or event.

12. APPROVED FORMS OF PAYMENT

The Village prefers that reservations for travel be paid by submitting a purchase order. Payments will be made to the vendor in accordance with the Village's accounts payable schedule. Additionally, employees may use Village purchasing cards for payment of transportation, registration, and hotels. Payments will not be made unless an employee expense report with supporting documentation has been submitted to the Finance Department.

Employees may use their personal credit cards to pay for travel related expenses. Employees shall be responsible for obtaining receipts and submitting and completing an employee expense report when the travel has been completed.

13. ADVANCES

When deemed necessary, an advance will be established at an amount that is reasonable. All travel advances are issued and maintained subject to timely reporting of all travel expenses. A travel advance will be issued upon receipt of a completed employee expense report containing the following information:

- a. Name, title, and department of employee receiving the travel advance
- b. Account number (Org/Object) the expenses will be charged to
- c. Purpose of the trip
- d. Destination
- e. Beginning and ending dates of the trip
- f. Applicable per diem rate based on estimated days and location of travel (see www.gsa.gov/perdiem).

Advance requests require the signature of the traveler's supervisor and department head. Employee expense forms must be completed and submitted to the Finance Department with approved requisition before the date the advance is needed, in accordance with the Village's list of bills schedule. Employees are responsible for ensuring that the completed employee expense form is received by Finance prior to the accounts payable deadline for the date the funds will be needed.

Travel advances must be settled within five (5) days after completion of the travel. A travel advance will not be issued if any settlement for a prior advance is outstanding. Completed and final employee expense forms are to be forwarded to the Finance Department with all receipts attached. Any unused travel advance money must accompany this form.

14. EXPENSE REPORTING

The employee expense form should be filled out in accordance with the instructions noted on the form. Travelers should provide as much detailed information of all expenses on the form as possible, including the cost of registration, books, meals, hotel, airfare, etc., regardless of whether it was paid directly to a vendor (e.g. registration fees) or by purchasing card (e.g. hotel bill). Original receipts must be included except when it is impractical to do so or when specifically exempted by this policy (e.g. cost of public transportation, tips, parking meters, etc.). A copy of the employee expense report and completed purchase order shall be submitted to the Finance Department within ten (10) business days following completion of the trip. A copy shall be retained by the department.

VILLAGE OF ALGONQUIN, ILLINOIS

RESOLUTION 2017 – R – XX

A Resolution Adopting an Employee Travel Policy

WHEREAS, the Village of Algonquin ("Village"), McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Local Government Travel Expense Control Act (50 ILCS 150/) requires the adoption of a resolution regulating the reimbursement of all travel, meal, and lodging expense of officers and employees for non-home rule units of government; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village and its residents to adopt an employee travel policy that is consistent with the spirit of the Illinois Compiled Statutes and provides guidance for the reimbursement of travel-related expenses; and

WHEREAS, the President and Board of Trustees of the Village of Algonquin authorize the adoption of the Village of Algonquin, Employee Travel Policy as attached in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois as follows:

SECTION 1: <u>Recitals</u>. The foregoing recitals are incorporated into this Resolution as finds of the President and Board of Trustees.

SECTION 2: <u>Travel Definition</u>. "Travel" means any expenditure directly incident to official travel by officers and employees of a local public agency or by wards or charges of a local public agency involving reimbursement to travelers or direct payment to private agencies providing transportation or related services, as defined by 50 ILCS 150/5.

SECTION 3: <u>Entertainment Definition</u>. "Entertainment" includes, but is not limited to, shows, amusements, theatres, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

- SECTION 4: Regulation of travel expenses. Reimbursement of all travel, meal, and lodging expenses of officers and employees shall be subject to the Employee Travel Policy, hereto attached as Exhibit A. Pursuant to 50 ILCS 150/10, eligible travel expense shall be limited to the following:
 - A. <u>Official business</u>. Travel, meal and lodging expenses shall be eligible for reimbursement if incurred in the course of conducting official Village business,

which shall include but are not limited to 1) representing the Village in an official capacity (e.g. court appearance; award recipient; project presentation; participation in municipal, regional, state, federal, or related government endeavors, or economic development activity; and 2) approved educational and professional development sessions, as either a participant, observer, or presenter. Other official business may be approved by the Village Manager on an individual basis.

- B. <u>Maximum allowable reimbursement</u>. Maximum allowable reimbursement for eligible travel, meal, and lodging expenses shall be limited to actual costs incurred while conducting official Village business, pursuant to appropriate thresholds set in the Employee Travel Policy. Exceptions due to emergency or other extraordinary circumstances may be approved by the Village Manager on an individual basis.
- C. <u>Standardized form</u>. Submission of travel, meal, and lodging expenses shall be supported by a completed and signed Employee Expense Form.

SECTION 5: <u>Approval of Expenses</u>. Any expenses for travel, meals, and lodging of any officer or employee of the Village shall be approved pursuant to the Algonquin Municipal Code and any applicable purchasing policies and procedures.

SECTION 6: <u>Entertainment Expenses</u>. Pursuant to 50 ILCS 150/25, the Village shall not reimburse any governing board member, employee, or officer for any entertainment expense.

SECTION 7: <u>Effective Date</u>. This Resolution shall be in full force and effect upon its passage and approval by the Village Board.

, oung rije.	
Voting Nay:	
Abstain:	
Absent:	
	Dated this 20th day of June, 2017
(SEAL)	
()	John C. Schmitt, Village President
Attest:	
Gerald S. Kautz, Village Clerk	

Voting Ave



VILLAGE OF ALGONQUIN VILLAGE MANAGER'S OFFICE

- M E M O R A N D U M -

DATE: June 6, 2017

TO: Committee of the Whole

FROM: Tim Schloneger, Village Manager

SUBJECT: Prevailing Wage Rates

Per state statute, the Village is required to pass an ordinance establishing prevailing wage rates on an annual basis for public works projects. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics employed on public works construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

Attached is an ordinance for your consideration establishing the prevailing wages, fulfilling our requirements under the act. Also attached are the June 2017 rates for Kane and McHenry Counties.

If you have any questions, do not hesitate to contact me.

Attachments

TS/mw

ORDINANCE NO. 2017-

An Ordinance Establishing Prevailing Wage Rates for the Village of Algonquin

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended (820 ILCS 130/1 et seq.); and

WHEREAS, the aforesaid Act requires that the President and Board of Trustees of the Village of Algonquin investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works, for said Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Algonquin, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Algonquin is hereby ascertained to be the same as the prevailing rate of wages for construction work in the McHenry County and Kane County area as determined by the Illinois Department of Labor to be in effect as of June of 2017 which determination can be found at https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx and is incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Algonquin to the extent required by the aforesaid Act.

SECTION 3: The Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village of Algonquin the determinations or any revisions of such prevailing rate of wage. Copies of these determinations or of the current revised determination of prevailing rates of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor in Springfield.

SECTION 6: The Clerk shall cause to be published in a newspaper of general circulation within the area a notice of passage of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Voting Aye:	
Voting Nay:	
Absent:	
Abstain:	
	APPROVED:
	Village President John Schmitt
(SEAL) ATTEST:	
Village Clerk Gerald S. Kautz	
Passed:	<u> </u>
Approved:	
Published:	<u> </u>
Prepared by:	
Kelly A. Cahill, Village Attorney	
Zukowski, Rogers, Flood and McArdle	
50 Virginia Street	

Crystal Lake, IL 60014

 $Z:\A\AlgonquinVillageof\Ordinances\Wage17.doc$

$\underline{CERTIFICATION}$

I, Gerald S. Kautz, do hereby certific Village Clerk of the Village of Algonquin such Village Clerk, I am the keeper of the rand Board of Trustees of said Village.	<u>*</u>	s, and that as
I do hereby further certify that at a re of the Village of Algonquin, held on the entitled <i>An Ordinance Establishing Preval</i> duly passed by the President and Board of T	iling Wage Rates for the Village of Al	ng Ordinance
The pamphlet form of Ordinance No sheet thereof, was prepared, and a copy of Harnish Drive, Algonquin, IL 60102, comm and continuing for at least 10 days thereaft public inspection upon request in the office	er. Copies of such Ordinance were also	ge Hall, 2200 , 2017,
IN WITNESS WHEREOF, I have a Village to be affixed hereto this	affixed my name as Clerk and caused the day of,	
	Gerald S. Kautz, Village Clerk Village of Algonquin,	
(SEAL)	McHenry and Kane counties, Illinois	

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

MCHENRY COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

,				Base	Foreman	M-F							
TradeTitle	Region	Type	Class	Wage	Wage	OT	OSA	OSH	H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50	
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72	
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40	
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85	
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63	
CEMENT MASON	All	All		43.95	45.95	2.0	1.5	2.0	10.00	19.66	0.00	0.50	
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65	
COMMUNICATION TECH	All	BLD		37.39	39.49	1.5	1.5	2.0	11.30	12.97	0.00	0.66	
ELECTRIC PWR EQMT													
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38	
ELECTRIC PWR EQMT													
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71	
ELECTRIC PWR													
GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29	
ELECTRIC PWR													
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58	
ELECTRIC PWR													
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45	
ELECTRIC PWR													
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85	
ELECTRIC PWR TRK DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30	

ELECTRIC PWR TRK DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	All	All		46.02	50.42	1.5	1.5	2.0	14.07	15.33	0.00	0.92
ELEVATOR												
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	Ε	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
FENCE ERECTOR	S	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	Ε	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
IRON WORKER	S	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
IRON WORKER	W	All		36.29	38.10	2.0	2.0	2.0	11.94	23.69	0.00	0.60
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	13.52	12.28	0.00	0.50
LATHER	All	All		42.52	44.52	1.5	1.5	2.0	13.29	12.76	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	36.80	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	Ε	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
ORNAMNTL IRON												
WORKER	S	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.40
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		44.35	46.35	1.5	1.5	2.0	11.79	16.40	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	45.94	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SIGN HANGER	All	BLD		26.07	27.57	1.5	1.5	2.0	3.80	3.55	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	Е	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
STEEL ERECTOR	S	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		32.75	34.35	1.5	1.5	2.0	8.45	6.05	0.00	0.50
TRUCK DRIVER	All	All	1	37.05	37.60	1.5	1.5	2.0	9.00	7.50	0.00	0.15
TRUCK DRIVER	All	All	2	37.20	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	All	3	37.40	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TRUCK DRIVER	All	All	4	37.60	37.60	1.5	1.5	2.0	9.50	7.50	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

Explanations

MCHENRY COUNTY

FENCE ERECTOR (EAST) - That part of the county East and Northeast of a line following Route 31 North to Route 14, northwest to Route 47 north to the Wisconsin State Line.

IRONWORKERS (EAST) - That part of the county East of Rts. 47 and 14.

IRONWORKERS (SOUTH) - That part of the county South of Route 14 and East of Route 47.

IRONWORKERS (WEST) - That part of the county West of Route 47.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the

appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or

similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire,

interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material,

mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel,

fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with
Caisson Attachment; Batch Plant; Benoto (requires Two Engineers);
Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant;
Combination Back Hoe Front End-loader Machine; Compressor and Throttle
Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete
Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete
Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom;
Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes,
Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider
Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling;
Formless Curb and Gutter Machine; Grader, Elevating; Grouting
Machines; Heavy Duty Self-Propelled Transporter or Prime Mover;

Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists,

Elevators, outside type rack and pinion and similar machines; Hoists,

One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment);

Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum

Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;

Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation

of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;

Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete
Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;
Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,
Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;
Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);
Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;
Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes;

Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;
Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front
Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with
attachments); Compressor and Throttle Valve; Compressor, Common

Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;
Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);

Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All

Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe

Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;

Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam

Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;

Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;
Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic
Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All
(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding
Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turnatrailers when pulling other than self-loading equipment or

similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available.

If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being

contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in

this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

KANE COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

				Base	Foreman	M-F						
TradeTitle	Region	Type	Class	Wage	Wage	ОТ	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
CEMENT MASON	All	All		43.95	45.95	2.0	1.5	2.0	10.00	19.66	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION												
TECH	Ν	BLD		37.39	39.49	1.5	1.5	2.0	11.30	12.97	0.00	0.66
COMMUNICATION												
TECH	S	BLD		39.02	41.27	1.5	1.5	2.0	10.90	10.93	0.00	1.37
ELECTRIC PWR EQMT												
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT												
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR												
GRNDMAN	All	ALL		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR												
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR	A.I.I	A 11		45.26	E4 40	4.5	4 5	2.0	5 00	44.06	0.00	0.45
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR	ΔH	LIVA/V		40.50	FF 1F	1 [1 F	2.0	г эг	15.07	0.00	0.05
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK												
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	N	All		46.02	50.42	1.5	1.5	2.0	3.00 14.07	9.73 15.33	0.00	0.51
ELECTRICIAN ELEVATOR	S	BLD		48.63	52.88	1.5	1.5	2.0	11.31	13.62	0.00	1.70
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	13.52	12.28	0.00	0.50
LATHER	All	All		42.52	44.52	1.5	1.5	2.0	13.29	12.76	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	13.52	12.28	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	All	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.61	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SIGN HANGER	All	BLD		26.07	27.57	1.5	1.5	2.0	3.80	3.55	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St.

Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley

View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters

cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel,

fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic

Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment);
Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;
Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump
Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum
Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;
Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation
of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;
Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck

Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining

Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;
Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);
Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;
Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All
Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe
Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;
Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam
Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;
Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;
Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic
Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All
(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or
Turnatrailers when pulling other than self-loading equipment or
similar equipment under 16 cubic yards; Mixer Trucks under 7 yards;
Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material

Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators

(regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



Village of Algonquin

Police Department

-MEMORANDUM-



DATE: June 8, 2017

TO: Tim Schloneger, Village Manager

FROM: John Bucci, Chief of Police

SUBJECT: New Police Squad Purchase

I am requesting permission to move forth with the purchase of a Ford Interceptor Sedan (Taurus), with a total cost of \$30,844. This vehicle is a replacement vehicle for squad 58 that was "totaled" while attempting to conduct a traffic stop, while emergency lights and sirens were activated. Squad 58 was assigned to our traffic unit that was an unmarked Dodge Durango SUV. Having an unmarked SUV assigned to our traffic division has proven to be extremely valuable and it is my intention to assign our black unmarked Ford SUV to the traffic unit.

As of this time, we have removed a vehicle from the patrol fleet, a fully marked Dodge Charger, lowering our fleet for patrol by one. This creates additional mileage and usage to vehicles in the fleet which has proven to create additional maintenance and repairs, and increases the potential for vehicles being out of service on a more consistent basis.

We have received a check during FY17 in the amount of \$19,767.75 for the total loss of Squad 58. I would like to use the funds received from insurance with an additional \$11,077.25 from general funds to cover the difference for the purchase.

It is my goal to maintain our fleet numbers, which would require this replacement vehicle. I respectfully request the Committee of the Whole consider this request and forward to the Village Board for approval.

Estimate



Ultra Strobe Communications Inc 748 Tek Dr.

Crystal Lake, IL. 60014

Name / Address

Date	Estimate #
5/16/2017	3199

Village of Algonquin Attn Accounts Payable 2200 Hanrnish Dr Algonquin, IL. 60102					
		P.0	O. No.		Job Name
					sedan
Item	Description	Qty	Price		Total
XT4R/B	Code 3 XT4 LED interior/exterior lighthead 12/24V Red/Blue 2 to be mounted in grill and 2 to be mounted in side fender	4		49.95	199.80
XT4LBKT	Code3 XT4 universal L-bracket 90 degree	2		8.00	16.00
ES100C	Federal Signal 100-Watt compact speaker with neodymium driver	1		159.95	159.95
ESB-TAR11	Federal Signal 2011 Taurus, 2011-2014 Charger, and Interceptor sedan	1		14.95	14.95
VTX609C	Whelen Vertex Super-LED Warning light, White	2		61.95	123.90
C-VS-1508-INSE	Havis console for Ford Interspetor sedan. 23" console. EQUIPMENT BRACKETS MUST BE SPECIFIED AT TIME OF ORDER TO AVOID ADDITIONAL CHARGES.	1		279.95	279.95
C-ARM-101	Havis top mount arm rest with small pad external mount adjustable height	1		53.95	53.95
C-CUP2-I	Havis dual cupholder internal mount	1		28.95	28.95
C-SM-SA	Havis Universal Mounting Brackets For Angled Console	1		31.95	31.95
C-MD-302	Havis Heavy Duty Computer Monitor / Keyboard Mount and Motion Device	1		289.95	289.95
1K0558ITS12S	Setina #6S XL Single Prisoner Transport - Coated Poly Window - For use w/ Setina Full Transport Seat	1		699.99	699.99
QK0489ITS12	Setina Full Rear Transport TPO Seat with Center Pull Seat Belt System	1		449.95	449.95
CCSRNTA3	Whelen 3-Position Slide Switch and 18 push button control head with Amplifier control module with pigtails, Microphone with CCMICX20 included, and traffic advisor module	1		969.95	969.95

Signature

Date ______ Sales Tax (7.75%)

Our quotes are valid for 90 days

Total

Subtotal

Phone #	Fax # E-mail		Web Site
8154791717	815-479-1818	STACEY@ULTRASTROBE.COM	www.ultrastrobe.com

Estimate



Ultra Strobe Communications Inc 748 Tek Dr. Crystal Lake, IL. 60014

Name / Address

Date	Estimate #
5/16/2017	3199

Village of Algonquin Attn Accounts Payable 2200 Hanrnish Dr Algonquin, IL. 60102					
		P.0	D. No.		Job Name
					sedan
Item	Description	Qty	Price	Total	
SC-915-5-A Installation Misc install equipt	Santa Cruz adjustable partition wall set Installation of equipment Includes wire, connectors, standard fus block, and one 30 amp relay.	1 1 1	2	189.95 2,050.00 200.00	189.95 2,050.00 200.00

Signature _____ Date ____

Our quotes are valid for 90 days

 Subtotal
 \$5,759.19

 Sales Tax (7.75%)
 \$0.00

 Total
 \$5,759.19

PLEASE NOTE LIGHTBARS / PARTITIONS TAKE 6-8 WEEKS TO ARRIVE FROM ORDER DATE

Phone #	Fax#	E-mail	Web Site
8154791717	815-479-1818	STACEY@ULTRASTROBE.COM	www.ultrastrobe.com



WWW.MORROWBROTHERSFORDING.COM

Route 267 South • RR 2 Box 120 • Greenfield, IL 62044 (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038

STATE OF ILLINOIS POLICE PURSUIT VEHICLE GOVERNMENT PRICING

ORDERING AGENCY:		
CONTACT PERSON:		CELL:
FORD FLEET #	PURC	CHASE ORDER #
QUANTITY: 1 560ml		COST EACH: \$ 25,084
ADDRESS:		
CITY:	_ ZIP CODE:	TAX EXEMPT # E999
PHONE:	FAX:	EMAIL:
TOTAL ORDER COST: \$		
SIGNATURE		TITLE

Morrow Brothers Ford Inc. RR 2 Box 120 Greenfield, IL 62044 Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

MECHANICAL

Alternator - 220-Amp

Battery - H.D. maintenance-free 78A/750-CCA

Brakes - 4-Wheel Heavy-Duty Disc w/H.D. Calipers

Column Shifter

Drivetrain - All-Wheel-Drive

Electric Power-Assist Steering (EPAS) - H.D.

Engine – 3.7L V6 Ti-VCT

Engine Hour Meter

Engine Oil Cooler

Fuel Tank - 18.6 gallons

Transmission - 6-speed automatic

EXTERIOR

Exhaust True Dual

Front Door-Lock Cylinders Driver / Passenger /Liftgate

Glass - 2nd and 3rd Row Privacy Glass

Headlamps - Halogen Projector (Bi- Functional)

Liftgate - Manual 1-Piece - Fixed Glass

Mirrors - Power Electric Remote, Manual Folding with Integrated Spotter

Spare - Full size 18" Tire w/TPMS

Tail lamps - LED

Tires - 245/55R18 A/S BSW

Wheels - 18" x 8.0 painted black steel with wheel hub cover

INTERIOR/COMFORT

Cargo Hooks

Air Conditioning

Door-Locks, Widows Power

Floor Covering H.D. Vinyl

Glove Box - Locking/non-illuminated

Lighting

- Overhead Console with sunglass holder
- 1st row task lights (driver and passenger)
- Dome Lamp 1st row (red/white)
- 2nd/3rd row overhead map light

Power-Adjustable Pedals (Driver Dead Pedal)

Powerpoints - (2) First Row

Seats

- Police Grade Cloth Dual Front Buckets
- Driver 6-way Power (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- Steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 60/40 Split Bench Seat fold-flat

Cruise Control

Speedometer - Calibrated

Steering Wheel - Manual / Tilt,

Universal Top Tray – Center of I/P for mounting equipment Windows, Power, 1-touch Down Driver-Side with disable

faatura

SAFETY/SECURITY

AdvanceTrac® w/RSC® (Roll Stability Control™)
Airbags, 2nd generation driver & front-passenger,
side seat, Roll Curtain Airbags and Safety
Canopy®

Anti-Lock Brakes (ABS) with Traction Control Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row Tire Pressure Monitoring System (TPMS)

FUNCTIONAL

Easy Fuel® Capless Fuel-Filler MyFord®

- AM/FM / CD / MP3 Capable / Clock / 6 Speakers
- 4.2" Color LCD Screen Center-Stack "Smart Display"
- 5-way Steering Wheel Switches, Redundant Controls

Power pigtail harness

Recovery Hooks, Rear Only

Simple Fleet Key (w/o microchip, easy to replace)

Two-way radio pre-wire

Rear Window Defroster Heated

Wipers -Intermittent; Rear Dual Speed

Rear View Back-up Camera

OPTIONS INCLUDED

- *All-Wheel Drive
- *43D Interior Lights Disabled, Dark Mode
- *Drivers Side Whelen LED Spot Light
- *Ignition Override System
- *86P Front Headlamp Housing Prep
- *66B Tail Lamp Lighting Solution
- *5-Year/100,000 Mile Powertrain -

Extended Warranty, \$0 Deductible

☐ 2017 AWD <u>Utility</u> Police Interceptor.....\$27,490.00

M2017 AWD Sedan Police Interceptor.....\$24,220.00

□ 65U Interior Upgrade Package ***Not recommended for radio and equipment mounting.***\$370.00 - 1st and 2nd Row Carpet Floor Covering - Cloth Seats - Rear - Center Floor Console less shifter w/unique Police console finish plate - Includes Console - Top Plate - Finish 3 (incl. 2 cup holders) - Floor Mats, front and rear (carpeted) Note: Not available with options: 67G, 67H and 67U
□ 86P Front Headlamp / Police Interceptor Housing Only
□ 66A Front Headlamp Lighting Solution
□ 66B Tail Lamp Lighting Solution
□ 66C Rear Lighting Solution
□ 67G Cargo Wiring Upfit Package
☐ 63L Rear Side Quarter Glass LED Warning (Utility Only)
□ 21L Auxiliary Front Warning (Utility Only)\$590.00

67H Ready for the Pool Pool
☐ 67H Ready for the Road Package: All-in Complete Package – Includes Police Intercentor Packages: 66A, 66B, 66B, 66B, 66B, 66B, 66B, 66B,
All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus - Whelen Cencom Light Controller Head
- Whelen Cencom Relay Center / Siren / Amp (mounted belief of
Digit Controller / Relay Cencom Wiring (Wiring homes)
- Wilelen Specific WECAN Cable (console to cargo area) connects Connects Connects
The state of the s
- Rear console plate (85R) - contours through 2nd row; channel for wising
office filled LED Lights (Red / Blue)
- 100-Watt Siren / Speaker
- Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)
- wiring riarness:
 Two (2) light cables – supports up to six (6) lights (engine compartment) Two (2) grille light cables
O Two (2) 50 amp betters and arrand it is to be
 Two (2) 50 amp battery and ground circuits in RH rear-quarter One (1) 10 amp Siren / Speaker circuit to engine cargo area
Note: Not available with options: 66A; 66B; 66C; 67G, 67U
Will options. 60A, 60B, 60C, 6/G, 6/U
☐ 67U Ultimate Wiring Package
- Rear console mounting plate (85R) - contours through 2nd row; channel for wiring
and speaker (60A)
- Wiring harness I/P to rear (overlay)
Two (2) light cables – supports up to six (6) lights (engine compartment)
1 WO (2) gifte light caples
One (1) 10-amp sizes/speaker s
One (1) 10-amp siren/speaker circuit engine cargo area Note: Not available with options: 65U, 67G, 67H
1100 available with options: 650, 6/G, 6/H
For connectivity to Ford PI Package solutions includes:
• (2) Male 4-pin connectors for siren
• (5) Female 4-pin connectors for lighting/siren/speaker
• (1) 4-pin IP connector for speakers
• (1) 4-pin IP connector for siren controller connectivity
• (1) 8-pin sealed connector
• (1) 14-pin IP connector Note: See UnStrong guide for Such and a such as a
Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com
21P Police Wire Harness Connector Kit Door
For connectivity to Ford PI Package solutions includes:
• (1) 2-pin connector for rear lighting
• (6) Female 4-pin connectors
• (6) Male 4 pin connectors
• (1) 10-pin connector
Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com

VINYL WRAP OPTIONS

□ 91A Two-Tone Vinyl Package #1\$860.00
RH/LH Front Doors Vinyl
RH/LH Rear-Doors Vinyl
White (YZ) Only
Note: Not available with the following options: 91B, 91C, 91D, 91E, 91F, 91G, 91H, 91J
□ 91C Two-Tone Vinyl Package #3
RH/LH Front Doors Only Vinyl White (YZ) Only
Note: Not available with the following options: 91A, 91B, 91D, 91E, 91F, 91G, 91H, 91J
Post Vinyl Roof Vinyl White Only
White Only Note: Not available with the following options: 91A, 91B, 91C
Unite Only State Only
Note: Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91F, 91G
□ 91D Vinvl Word Wrap - POLICE "non-reflective"
Note: Not available with the following options: 91A, 91B, 91C, 91E, 91F, 91G, 91J
□ 91F Vinyl Word Wrap - POLICE "reflective"
Note: Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91G, 91J
Black lettering located on LH/RH sides of vehicle
Black lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91B, 91C, 91D, 91F, 91G, 91J
□ 91G Vinyl Word Wrap - SHERIFF "non-reflective"
White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91B, 91C, 91D, 91E, 91F, 91J

OPTIONS

☐ 41H Engine Block Heater	*******
□ 942 Daytime Running Lamps	\$85.00
□ 17T Dome Lamp – Red/White in Cargo Area (Utility Only)	\$45.00
■60A Pre-wiring for grille lamp, siren, and speaker	\$55.00
☐ 92G Glass - Solar Tint 2nd and 3rd Row *Deletes Privacy Glass* (Utility Only)	\$50.00
□ 92R Glass - Solar Tint 2nd Row Only *Deletes Privacy Glass* (Utility Only)	\$235.00
☐ 92R Glass - Solar Tint 2nd Row Only *Deletes Privacy Glass* (Utility Only)	\$125.00
□ 68Z Black Roof Rack Side Rails (Utility Only)	\$150.00
☐ 64B Wheel Covers (18" Full Face Wheel Cover)	\$60.00
□ 18" Aluminum Wheels	\$475.00
□ 4-Molded Splash Guards	\$190.00
33M SYNC® Basic (Handsfree Cellular Communication), up to 12 Individual Phones	\$285:00
☐ 61R Remappable (4) switches on steering wheel (less SYNC®)	\$150.00
☐ 61S Remappable (4) switches on steering wheel (with SYNC®)	\$150.00
Doors / Locks (Select only one)	
☐ 68L Rear-Door Handles Inoperable / Locks Operable	\$35.00
★68G Rear-Door Handles Inoperable / Locks Inoperable	-925-00
☐ 52H Hidden Door-Lock Plunger w/Rear-door handles operable	#150.00
☐ 52P Hidden Door-Lock Plunger w/Rear-door handles inoperable	\$150.00
Windows	\$150.00
≥ 18W Windows – Rear-window power delete, operable from front driver side switches	# 20.00
Flooring / Seats	30.00
☐ 16C 1st and 2nd row carpet floor covering.	#100.00
□ Cloth Rear Seat in lieu of vinyl	\$60.00

Keyed Alike (Note: Not available with Remote	Keyless-Entry – 595)\$50,00
≥ 59E Keyed Alike – 1435x	
☐ 59B Keyed Alike – 1284x	□ 59J Keyed Alike – 1111x
□ 59D Keyed Alike – 0135x	□ 59C Keyed Alike – 1294x
	□ 59G Keyed Alike – 0151x
□ 59F Keyed Alike – 0576x	Extra Key\$25.00 Each Extra Remote\$170.00 Each
Safety & Security	
☐ 90D Level III Ballistic Door-Panels – Driver Fr	ront Door Only\$1,550.00
☐ 90E Level III Ballistic Door-Panels – Driver &	Pass Front Doors\$3,050.00
□ 549 Mirrors – Heated Sideview	\$70.00
□ 19L Lockable Gas Cap	\$35.00
☐ 595 Remote Keyless-Entry Key Fob Note: Not	available with Keyed Alike\$260.00
□ 76R Reverse Sensing	\$290.00
☐ 17A Aux Air Conditioning Note: Not available	with Cargo Storage Vault (63V)\$580.00
	\$95.00
☐ 62D Trunk Electronics Tray (Sedan only)	\$95.00
	nd Straps)\$95.00
☐ 85R Rear Console Plate (Contours through 2 nd ro	ow. Conduit for wiring)\$35.00
	s bracket)\$290.00
License and Title Fees - Circle one: M MP	
Delivery-Single Unit	\$275.00
□ Delivery-Multiple Units	
	eel Drive)\$3,180.00
☐ Delete Driver's Side Spotlight	\$3,180.00 \\\$240.00> Credit
☐ Delete Ignition Override	\$240.00> Credit \$100.00> Credit
	\$100.00> Credit

EXTERIOR COLOR OFFERINGS

☐ Medium Brown Metallic BU	☐ Vermillion Red E4
☐ Arizona Beige Clearcoat E3	☐ Silver Grey Metallic TN
☐ Smokestone Metallic HG	☐ Shadow Black G1
☐ Kodiak Brown Metallic J1	☐ Sterling Grey Metallic UJ
☐ Blue Jeans Metallic N1	☐ Ingot Silver Metallic UX
☐ Dark Toreador Red Metallic JL	☐ Medium Titanium Metallic YG
☐ Norsea Blue Metallic KR	Oxford White YZ
□ Dark Blue LK	☐ Fire Chief Red - Special Order \$890.00
□ Royal Blue LM	□ 11R13 Sedan
□ Light Blue Metallic LN	□ 12R13 Utility
* V7 Oxford White	•

^{*} YZ Oxford White Accent Color Wrap for Vinyl Packages 91A, 91C, 91D

POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

■ Basic Patrol Package
□ Slick Top Package
☐ 2 Ion LED Grill Lights (Standard with Slick Top Package)\$280.00
□ Ion LED Mirror Beams (Utility Only)\$290.00
□ Ion SideKick LED's (Sedan Only)\$290.00
□ Prisoner Partition – Sliding Center, XL Space Saver, Center Weapons Recess
□ Rear Window Armor\$290.00
□ Dual Weapons Rack w/timer. AR/870 Satina Vaultlock\$490.00
□ Push Bumper with 4 Ion LED Warning Lights\$880.00
□ Rear Prisoner Seat (Sedan)\$490.00
□ Rear Cargo Barrier (Utility)\$540.00
□ Rear Prisoner Seat with Cargo Barrier (Utility)\$1,190.00
☐ Computer Mount for Customer Supplied Docking Station (includes new charge guard)\$490.00

MORROW BROTHERS FORD INC. TRADE INFORMATION

CONTACT: Richie M. Wellenkamp PHONE: 1-217-368-3037 FAX: 1-217-368-3517

ORDERING AGENCY:	CONTACT:				
ADDRESS:	CITY:				
PHONE NUMBER:	FAX NUMBER:				
TRADE VALUE (MORROW BROTHERS USE ON	NLY) \$				
TRADE-IN VEHICLE INFORMATION					
YEARMAKE	MODEL / BODY STYLE				
COLOR	VIN #				
ENGINE TRANSMISSION	MILEAGE				
FRONT WHEEL DRIVE ALL-WHEEL D	DRIVE 4X4 TRUCK 2WD TRUCK				
HAS THIS VEHICLE BEEN USED AS A K9 UNI	IT?				
LIST ANY BODY DAMAGE:					
LIST ANY MECHANICAL PROBLEMS OR DEI	CFECTS:				
YOU MAY E-MAIL PICTURES TO: richie@mor	errowbrothersfordinc.com				

WE WILL TRADE FOR ANYTHING!



VILLAGE OF ALGONQUIN

PUBLIC WORKS DEPARTMENT

- M E M O R A N D U M -

DATE: May 23, 2017

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *IDOT Resolutions*

Attached please find two resolutions for the expenditure of MFT Funds.

The Harper Drive resolution is a supplemental resolution in order to use MFT funds to pay for the engineering, construction management and construction of Harper Drive. Our original appropriating resolution was in the amount of \$670,000.00. However, the project has now been completed at a total cost of \$680,370.90. Therefore, IDOT requires a supplemental resolution to cover this difference of \$10,370.90.

The Sleepy Hollow Road resolution in needed in order to appropriate MFT funds for engineering of this road construction project. Although we have almost finished the design, an oversight on our part caused this paperwork not to be completed. Therefore, the passing of this resolution is this is just a formality to comply with IDOT as they have already authorized the spending of these funds. We will not be using MFT funds for the construction of this project so this resolution amount is for engineering only.

Therefore, it is my recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of two resolutions for the expenditure of MFT Funds. One for Harper Drive in the amount of \$10,370.90 and one for Sleepy Hollow Road in the amount of \$250,000.00.



Resolution for Improvement Under the Illinois Highway Code



		Resolution N	umber	Resolution Type	Section Number
				Original	15-00089-00-PV
BE IT RESOLVED, by the President and Boa	ard of Trustee	ne	of the	Village	
Government of the second of th	rning Body Type		_ or the		Public Agency Type
of Algonquin	- •	that the follow	ving descr		s)/structure be improved under
Name of Local Public Agency	Contract				
the Illinois Highway Code. Work shall be done by	Contract or Da	ay Labor			
For Roadway/Street improvements:					
Name of Street(s)/Road(s)	Length (miles) Route		From	То
+ Sleepy Hollow Road	1.24		County	Line Road	Sleepy Hollow Road - Village Limit
For Structures:					
Name of Street(s)/Road(s)	Existing Structure No.	Route		Location	Feature Crossed
-					
BE IT FURTHER RESOLVED,	_				
1. That the proposed improvement shall consist				-4-1-1	
Engineering, construction observation, I	TIVIS grinaing	, resurtacir	ig and p	accning	
	T bda.a	I 6:64 41	اعلما ماماا		
2. That there is hereby appropriated the sum of	I wo nunared				
				250,000.00) for the improvement of
said section from the Local Public Agency's allots				fied originals of this	recolution to the district office
BE IT FURTHER RESOLVED, that the Clerk is hof the Department of Transportation.	iereby directed to	o transmit iou	ir (4) ceru	ned originals of this	resolution to the district office
	\ PU	<u> </u>			/illows
I, Gerald Kautz Name of Clerk	Village	ublic Agency Ty		lerk in and for said \	VIIIage Local Public Agency Type
			•	oper of the records	and files thereof, as provided by
of Algonquin Name of Local Public Agency		olale aloresal	u, and Ke	eper or the records of	and files thereof, as provided by
statute, do hereby certify the foregoing to be a tre	ue, perfect and c	omplete origi	nal of a re	esolution adopted by	,
President and Board of Trustees of	Algonquin			at a meeting h	eld on
Governing Body Type		Local Public A	gency		Date
IN TESTIMONY WHEREOF, I have hereunto se	t my hand and se		day c		
(0541)		Day	/	Month, Yea	r
(SEAL)	Cle	erk Signature			
	_	-11 = 1		Approved	
		gional Enginee partment of Tra		n	Date
		parament of Th			
					[]



Resolution for Improvement Under the Illinois Highway Code



		Resolution No	umber	Resolution Type	Section Number
				Supplemental	13-00086-00-RS
DE IT DECOLVED by # - Procident and	Roard of Trustos	20		Village	
BE IT RESOLVED, by the $\frac{President}{G}$	overning Body Type		_ or the	Village Local F	Public Agency Type
of Algonquin		that the follow	ing desc		s)/structure be improved under
Name of Local Public Agency			Ü	, , , ,	,
the Illinois Highway Code. Work shall be done	by Contract Contract or Da	ov Labor			
For Roadway/Street improvements:	Contract or Da	ay Laboi			
Name of Street(s)/Road(s)	Length (miles) Route		From	То
+ Harper Drive	0.61	, iteute	Edgewo	ood Drive	Harper Drive
+ Harper Court	0.08		Harper		Harper Court
For Structures:	,				and the same of th
Name of Street(s)/Road(s)	Existing Structure No.	Route		Location	Feature Crossed
# **					
BE IT FURTHER RESOLVED,	•	•			
1. That the proposed improvement shall con-	sist of				10755792444 a 1074
Engineering, construction observation	n, HMS grinding	, resurfacin	g and p	atching	
2. That there is hereby appropriated the sum	of Ten thousan	d three hun	dred se	eventy dollars and	d ninety cents
				10,370.90	
said section from the Local Public Agency's a	llotment of Motor Fu		лат э (<u>Ф</u>	710,070.00) for the improvement of
BE IT FURTHER RESOLVED, that the Clerk			r (4) certi	fied originals of this i	resolution to the district office
of the Department of Transportation.	io noroby anodica a	o tranomic roa	(1) 00111	nod originals or this i	cooldition to the district office
	\/:II				/illogo
I, Gerald Kautz Name of Clerk	Village	ublic Agency Ty		lerk in and for said $ar{}$	Local Public Agency Type
			•	oner of the records	
of Algonquin Name of Local Public Agency	in the s	state aforesait	u, and ke	eper or the records a	and files thereof, as provided by
statute, do hereby certify the foregoing to be	a true, perfect and c	complete origin	nal of a re	esolution adopted by	
President and Board of Trustees	of Algonquin			at a meeting h	
Governing Body Type		f Local Public A	gency	at a fileeting fi	Date
IN TESTIMONY WHEREOF, I have hereunto			dav d	of	
in regrission with the research	oothiy hana ana o	Day		Month, Yea	 r
(SEAL)	Cle	erk Signature			
		on olginature			
	L			Approved	
	Re	gional Enginee	r	Approved	
		partment of Tra		on	Date
			<u> </u>		
	l				