

RESOLUTION # _____

**A RESOLUTION ADOPTING AN AMENDED PERSONNEL MANUAL
FOR THE VILLAGE OF BEECHER**

WHEREAS, the Village has had a personnel manual for all employees in effect since 1988; and

WHEREAS, the Village has made an effort to update and revise this manual after comprehensive review of its policies and procedures every other year since; and

WHEREAS, Village staff have recommended changes be made to the manual and the Village Board has reviewed these policies and find them to be fair, equitable, and in the best interests of Village employees and the residents of the Village of Beecher; and

WHEREAS, this manual shall not be construed as a contract for employment but a guideline to be used in the fair and equitable treatment of all employees of the Village;

NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Beecher, Will County, Illinois that the attached document entitled "A Village Personnel Manual, Updated May, 2018" be hereby adopted as the formal and official policy manual of the Village of Beecher regarding Village employment, and shall not be amended unless otherwise approved by the President and Board of Trustees.

BE IT FURTHER RESOLVED that all collective bargaining units have 30 days from the date of adoption to review the document, understand its terms and submit an acknowledgment form before any change or amendment to the manual is enforced by the Village, unless otherwise required by state or federal law.

Approved by motion this _____ day of _____, 2018.

MOTION: _____ SECOND: _____

AYES: _____ NAYS: _____ ABSENT: _____

APPROVED BY ME THIS _____ DAY OF _____, _____.

Greg Szymanski
Village President

ATTEST:

Janett Conner
Village Clerk

Date

(SEAL)

MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator



DATE: 5/10/18

RE: CHANGES TO VILLAGE PERSONNEL MANUAL

The following are the changes to the personnel manual since the last revision in May of 2014. Some are small grammatical changes made after a review of the manual, and others are more significant changes which have received prior review and consensus of staff and the labor attorney or have been adopted previously by the Village Board. Any of the changes that will or could produce an expense are accounted for in the budget of the Village. The following descriptions of the changes are in order as they appear in the manual:

SECTION 1.1: (p.1, second pp, line 8) Waivers of the personnel regulations are considered by the Village President and the Village Administrator at the request of a Department Head. The Village board typically does not deal with specific requests. This language has changed.

SECTION 1.3: (p.1, first pp, line 6 and 7) All of our employee groups are represented now so this language has changed. The word "express" was also added before language to remove any ambiguity.

SECTION 1.7: This section was totally re-written to reflect the language of current law.

SECTION 2.3: (P.4, a(1)) Village Treasurer position was removed as an exemption to nepotism rules.

SECTION 3.2: (p. 6, A(2)) Time changed from 9:30 a.m. to 9:00 a.m.

SECTION 3.2: (p. 6, B(2)) A sentence was added here: "The duty to notify is not assignable to any other employee."

SECTION 4.5: (p.12, A (1)) “contingent on banking holidays” was added to the end of this sentence.

SECTION 4.6 (p.12, B, 5th line): Pre-Paid legal assistance was removed as a special deduction since no one uses this service.

SECTION 5.1 (p. 13, 5th line): Change the name of “Council of Mayors Local Government Health Insurance Plan” to “Eastern Will County Benefits Council (EWBC)”.

SECTION 5.1 (P. 13, paragraph 1): This language was changed to reflect the language of all current cba’s pertaining to 20% employee deduction for dependent coverage.

SECTION 5.1 (p. 13, (2) lines 3,4,5): If a full-time employee elects not to participate in the Village’s health insurance plan, the employee must provide proof of medical coverage from another provider on an annual basis according to the Affordable Care Act. References to stipends for health insurance opt-outs have been removed.

SECTION 5.1 (P.13, paragraph 4) COBRA language also added in paragraph 4.

SECTION 5.2 (p. 13): Add “The Village also provides Group Basic Life and Accidental Death and Dismemberment Insurance in the amount of \$5,000 through the EWBC.”

SECTION 5.4 (P.14): Add acronym ICMARC and change Village Administrator to Office Manager.

SECTION 5.7: (P.14, third paragraph): Re-word the tuition reimbursement program to reflect the new fees and degree programs offered by Prairie State and Governor’s State.

SECTION 6.1 (P.17): Add Columbus Day as a legal holiday. This action was taken in 2015.

SECTION 7.2 (P.21, fourth line): change “at the time of the first payroll” to “by written request for the first payroll”.

SECTION 7.3 (P.22, A(2) line 2): Add crew leader to the sick leave notification list.

SECTION 7.4 (P.23, A(4): Last sentence added “sick leave donations shall be limited to six days per donating employee per calendar year.”

SECTION 7.7: (p. 24) The word “bereavement” was added to leave to cover those leaves not directly associated with a funeral.

SECTION 7.7 (P.25, Paragraph B): This language regarding the death of children was totally re-written to reflect the requirements of state law, 820 ILCS 154/1.

SECTION 8.3 (p. 28, line 2): Remove reference to Beecher ESDA. It is redundant.

SECTION 8.4 (p. 29, (E) last line): Remove last sentence and replace with “Call 9-1-1 to report the emergency.”

SECTION 8.8 (p. 30): add a 7-10 for proper lifting, ergonomics, slip, trip and fall prevention, and proper handling and storage of hazardous materials.

SECTION 9.1 (p. 31, D(2)): add “social media accounts.”

SECTION 9.2 (P. 32, A): Replace old paragraph A with a new paragraph that recognizes and regulates the use of smart phones and hands free use while at work.

SECTION 9.7 (P.34): This entire section on sexual harassment be re-written to conform with new state and federal law adopted since 2014.

SECTION 9.9 (p. 35) Allow cleaning and meeting supplies to be included as acceptable forms of use of petty cash, change the amount of postage that can be purchased to \$75 per purchase to reflect cost of stamps.

SECTION 9.12 (p. 37, C(3)): Remove references to World Wide Web and electronic bulletin boards. Add calenders, texting, twitter and snapchat as examples.

SECTION 9.13 (P.40, C, 6th paragraph): Remove reference to removing emails from server.

SECTION 9.13 (P.41, C, item #3): Eliminate this paragraph. Preliminary notes could now be subject to FOIA and must be retained.

SECTION 9.13 (P.41, C, item #4): Eliminate references to not keeping documents.

SECTION 9.13 (P.41, C, item #6 (c): Remove all references to examples and time lines since the AG PAC governs these times.

SECTION 9.13 (P.42, C, item #7): Remove.

A NEW SECTION 9.14 (P.43): This is a new policy pertaining to social media adopted by the Board in 2016 and will be incorporated here.

SECTION 11.2 (p. 52, B): increase per diems for meals to \$10 breakfast, \$15 lunch. Keep dinner the same at \$20.

SECTION 11.12 (P.55): This section was entirely re-worded but says basically the same thing since the Village Hall is no longer sharing parking with the police station.

SECTION 11.13 (p. 55): Change “disaster” to “emergency response” in two locations.

SECTION 11.15: (p. 56, paragraph 3): Remove the phrase “two rechargeable batteries and a charger”. No longer relevant.

SECTION 11.16 (p. 56, line #3): Change reference “5:00 p.m.” To “4:30 p.m.”.

SECTION 12.3 (p.58, (D)): Ordinance only requires Village Board notification of a termination or resignation of a full-time employee. This is also past practice. Therefore, reference to part-time employee has been removed.

These are all the changes either being recommended or have been previously approved for inclusion into the Village’s personnel manual for 2018. These changes have all been reviewed by the Village’s labor attorney.

Village of Beecher

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May, 2018

Dear Fellow Employee:

It is our pleasure to present to you the revised Village Personnel Manual. This Manual incorporates the policies of the Village President and the Board of Trustees towards its personnel as well as State and Federal law. The Fair Labor Standards Act, the Immigration and Naturalization Act, COBRA and several modifications to our state's pension rules are just some of the examples of why a Manual such as this is needed. Other policies, such as Bloodborne Pathogens and Drug and Alcohol Abuse by Employees are quite extensive and are contained in separate documents.

There are some minor modifications to policies and procedures in this Manual. Most of these policies are a benefit to the employees and provide them additional opportunities to become a part of the Village team. Other policies, however, are strict and help to formalize what was once an open and flexible atmosphere subject to verbal agreements, direction and discretion. It must be understood that policies are adopted to protect the rights of the Village as well as the employee. The express provisions of any collective bargaining agreement, employment agreement, or memorandum of understanding which is in full force and effect supersedes the conflicting provisions of this Manual. However, this Manual shall be considered the personnel policy of the Village for those matters not specifically addressed in a collective bargaining agreement.

We encourage you to read this Manual carefully. When you receive the Manual, you will be asked to sign an employee acknowledgement form which states that you will review this Manual and become familiar with those policies which affect your department or yourself as a Village employee. We urge you to take the time to do this. If you have any questions or concerns regarding the Manual's contents, please feel free to contact the Administrator. If you are a Police Officer, you should discuss this Manual with the Chief of Police if your questions concern daily work activities.

As a Village employee, you are allowed to keep this copy of the Manual. You will be informed of any additional changes as they may occur in the future. These Manuals are updated on average every four years. It is the Board's hope that this Manual brings our Village family closer together and clarifies any questions you may have had about our personnel policies. Enjoy reading!

Sincerely,

Greg Szymanski
Village President

Robert O. Barber
Village Administrator

EMPLOYEE ACKNOWLEDGMENT FORM

I acknowledge having received a copy of the Village of Beecher's Personnel Manual dated May, 2018, and I agree to read and become familiar with its contents. I understand that this Manual is not an express or implied contract of employment, nor does it create any rights in the nature of an employment contract. Rather, this Manual is an overview of personnel policies related to my employment. Nothing in this Manual shall restrict my right to terminate my employment at any time and nothing in this Manual shall restrict the right of the Village of Beecher to terminate my employment at any time.

I also understand that all policies, rules and regulations in the Manual may be changed from time to time. I further understand that I may ask any supervisor for an explanation or for further information on any subject contained in this Manual.

Employee's Signature

Date



**PERSONNEL
MANUAL**

MAY, 2018

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ARTICLE I

INTRODUCTION

SECTION 1.1 - PURPOSE OF MANUAL. The purpose of this Manual is to present the principal rules, regulations, benefits and conditions of employment that apply to Village employees. Employees are urged to carefully read this Manual and understand its application. Clarification and interpretation of the Manual shall be made by the Village Administrator with the consent of the Village President and Board of Trustees.

This Manual is not intended to create any sort of contract of employment. Rather, it is intended to describe the Village and its present policies and procedures. These policies and procedures may be changed from time to time as the Village deems appropriate consistent with state and federal laws. Further, employment and compensation can be terminated with or without cause and with or without notice at any time at the option of the Village, except for those employees whose method of appointment or removal is set by State Statute or Village Ordinance. No representative of the Village, other than the Village Administrator with the concurrence of the Village President, has the authority to waive or amend a provision of this Manual for a specific period of time or to make any agreement contrary to the foregoing.

SECTION 1.2 - PERSONNEL DIRECTOR. The Village Administrator is the Personnel Director and shall administer the provisions of this Manual.

SECTION 1.3 - STATEMENT ON ORGANIZATION. The Village has always taken pride in the abilities and accomplishments of its employees. It is the Village's policy, so far as the judgment of Village management is able, to pay wages and benefits that are competitive with the market. It is also Village policy generally to communicate directly with employees and to try to work together to resolve employee concerns as they arise. The Village prefers that this mutual cooperation and direct communication continue. The Village also recognizes that collective bargaining agreements may exist for certain employee groups. When this is the case, any express language contained in the collective bargaining agreement shall supersede conflicting provisions of this Manual. However, absent express language to the contrary in a collective bargaining agreement, the policies contained in this Manual shall apply.

SECTION 1.4 - EMPLOYEE ACKNOWLEDGMENT FORM. All employees shall complete and sign the Employee Acknowledgment Form (Attachment A) upon receipt of this Manual. Additional forms are available at the Village Hall. This procedure applies to both new and existing employees.

SECTION 1.5 - GENDER CLAUSE. Whenever the male gender is used in this Manual (he, him, his), the pronoun shall be interpreted to mean and apply to both males and females equally.

SECTION 1.6 - TYPES OF EMPLOYMENT. This Manual applies to all personnel. The Village recruits and employs personnel under the following classifications:

- A. Part Time Employment: Employment which does not routinely exceed 30 hours per week and 1,000 hours per calendar year.
- B. Short Term or Seasonal Employment: Employment which is considered short term or seasonal. An employee under this category is employed for less than two full consecutive calendar quarters during a calendar year and does not have reasonable assurance of being rehired for the same service in a subsequent calendar year.
- C. Regular Full Time Employment: Employment requiring a minimum of 40 hours per week.
- D. Supervisor, Foreman or Crew Leader, Ranking Officer: Employment as a supervisor shall be identified as an employee whose principal work is substantially different from that of his/her subordinate and is a member of the management group who has the authority and the best interests of the Village in mind when making decisions on behalf of the Village. The supervisor may direct the daily work activities of a unit or shift of employees and to whom the employees shall contact for reporting to work late, illness or other absence and makes requests for authorized leave and may have the authority to recommend employment, discipline or dismissal.
- E. Sworn Employment: Employment as a sworn employee shall mean all full and part-time Police Officers.
- F. Executive Management: Employment as an executive management employee shall mean a Department Head and includes the positions of Chief of Police, Superintendent of Public Works, Office Manager and the Village Administrator.
- G. Permanent Part-time Employment: Employment requiring a minimum of twenty (20) hours of work per week and exceeds 1,000 hours worked in a calendar year, but does not exceed 1,560 hours worked and hours worked averages less than thirty (30) hours worked per week.

The employees' status shall be used to determine, among other things, eligibility for fringe benefits.

SECTION 1.7 - EQUAL EMPLOYMENT OPPORTUNITY. The Village of Beecher will not discriminate against any employee in a manner which would violate federal or state law because of the person's race, color, religion, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age (40 or older), physical or mental disability, military status, or genetic information. It is also illegal to discriminate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

SECTION 1.8 - IMMEDIATE FAMILY. In this Manual, unless otherwise specified, the term "immediate family" shall include the following members: spouse, parents, grandparents, mother-in-law, father-in-law, son, daughter, stepson or stepdaughter, son-in-law, daughter-in-law, brother, sister, member of the employee's household or as otherwise determined by the Village President and Board of Trustees.

SECTION 1.9 - ANNIVERSARY DATES. A full-time employee's anniversary date for the purposes of accruing benefits such as pension, vacation, longevity pay, and other time in grade factors shall be the employee's original full-time or permanent part-time hiring date. For all full-time employees, the date for eligibility to receive a merit pay increase shall be May 1st of the following year if the employee is on the payroll prior to November 1st. If the employee is on the payroll on or after November 1st of any given year, the employee shall not be eligible for a merit pay increase until May 1st of the second year following the employee's hire date. In either case, full-time employees shall then be eligible for merit pay increases on each successive May 1st until the employee reaches top of scale. Unpaid leaves which exceed 90 calendar days may be deducted from the employee's length of service, and the employee's anniversary date adjusted accordingly. Such a determination shall be made by the Village Administration on a case-by-case basis.

ARTICLE II

APPOINTMENTS AND PROMOTIONS

SECTION 2.1 - EMPLOYMENT POLICY. The Village President, with the consent of the Trustees and with the assistance of the Village Administrator, shall have the responsibility and authority for recruiting, selecting, retaining, and removing all Village employees other than those employees whose method of appointment or removal is fixed by statute or ordinance. Executive management, as defined in Section 1.6(F), shall act as agents of the President and Board of Trustees in administering this Manual.

- A. Applicants shall generally be selected on the basis of merit, training, experience and other job related factors.
- B. The Village will attempt, so far as it deems possible, to fill vacancies from among existing employees where deemed to be in the best interest of the Village. The Village shall not, however, be bound to fill a vacancy by transfer or promotion of an existing employee.

SECTION 2.2 - CITIZENSHIP. All employees must be legally eligible for employment in the United States and complete all necessary documents as required by law.

SECTION 2.3 - NEPOTISM. For the purposes of this Manual, nepotism shall be defined as favoritism shown or patronage granted in full-time or part-time employment decisions made by the Village to immediate family of Village employees, as defined in Article I, Section 1.8.

- A. In order to avoid conflicts of interest in employee hiring, supervision and allocation of duties, employment and personnel decisions shall not be made on the basis of nepotism nor under circumstances which reasonably create the appearance of nepotism to the public.
 - 1. Employment does not include compensated service on Village Commissions or Boards.
 - 2. Those employees whose employment preceded the candidacy or election of a Village office shall be unaffected by this policy.
 - 3. This Village policy shall include all members of the immediate family, as defined in Section 1.8.

4. Subject to the provisions of Section 2.3 (A) (2) of this Manual, the following shall be prohibited under this policy:

- (a.) the hiring of immediate family members of elected Village officials or the Village Administrator;
- (b.) the hiring of immediate family members of the Department Heads of any department; and
- (c.) the hiring into any department of a person who is an immediate family member of another employee currently working in that department.

B. If a marriage occurs between two employees within the same department while employed by the Village, the Village reserves the right to utilize other means necessary to comply with the provisions of the nepotism policy.

SECTION 2.4 - PROBATION. The first eighteen (18) calendar months of employment with the Village or the first eighteen (18) calendar months after a promotion is a probationary period. Standard discipline procedures do not apply during the probationary period. If the employee proves capable after the probationary period, he or she will be classified as a regular employee. The Village retains the right to terminate probationary or regular employees for reasons deemed sufficient by the Village or to extend the probationary period if deemed necessary.

SECTION 2.5 - PROMOTION. As vacancies occur in positions other than those in the lowest pay ranges, the Village will attempt, so far as it deems possible, to fill these positions from among current staff members. Employees promoted to another position shall serve a probationary period as defined in Section 2.4. If the Village is not satisfied with the employee's performance in his or her new promotion during the probationary period, the Village may return the employee to his or her original position.

SECTION 2.6 - TRANSFERS. Transfers of employees between departments, on either a permanent or temporary basis may be made upon the recommendations of the supervisors and with the approval of the Village President and Board of Trustees.

SECTION 2.7 - EVALUATIONS. All full-time and permanent part-time employees may be evaluated from time to time by his or her immediate supervisor or Department Head for purposes including, but not limited to, determining the employee's rate of pay.

ARTICLE III

HOURS OF WORK AND OVERTIME

SECTION 3.1 - NORMAL WORK PERIODS. A normal work period for regular, full time employees shall constitute forty (40) hours per week.

SECTION 3.2 - NORMAL WORKING HOURS.

- A. An employee's normal working hours will be determined by the Village Administrator, upon recommendation of the Department Head and upon concurrence of the Village President and Board of Trustees.
 - 1. Employees will keep daily time cards as required.
 - 2. Payroll time cards shall be forwarded to the Office Manager at the end of each pay period. Time cards shall be signed by the appropriate supervisor on the Monday beginning each new pay period and forwarded to the Office Manager by 9:00 a.m.
- B. An employee is expected to report promptly at the designated starting time and to devote his entire effort to Village business during his scheduled working hours.
 - 1. In the event a Police Officer is unable to report to work due to illness or other emergency, he must inform his appropriate supervisor two (2) hours prior to his/her designated starting time.
 - 2. In the event a Department Head is unable to report to work, he must notify his/her respective department two (2) hours prior to his or her designated starting time. The Village Administrator shall be notified by 9:00 a.m. on the day of the leave of absence. The duty to notify is not assignable and cannot be delegated to any other employee.
 - 3. The Village Administrator shall inform the Office Manager in the event he or she is unable to report to work. This message will then be relayed to the Village President or his designee when appropriate.
 - 4. Non-sworn employees shall inform their supervisor in the event they are unable to report to work 60 minutes prior to their designated starting times.
- C. Department Heads may adjust their employee's working hours to meet the needs and demands of their departments, subject to the approval of the Village Administrator.

- D. Employees are not permitted to begin work prior to their authorized starting time nor work past the end of their scheduled work shift without the express permission of their shift supervisor. Employees are not permitted to work during duty-free meal periods without the express permission of their supervisor.

SECTION 3.3 - LUNCH AND REST PERIODS. Department Heads are authorized to establish reasonable lunch and rest periods during each working day. Determination of time and length of lunch and rest periods is entirely discretionary and may be arranged as the Department Head feels is most consistent with the effective operation of his or her department. However, each regular employee shall be entitled to a lunch period of at least 30 minutes and at least one rest period of fifteen minutes each working day.

SECTION 3.4 - OVERTIME.

- A. Overtime for regular employees shall consist of authorized work in excess of the normal number of scheduled work hours for any calendar week, as defined herein:
1. Overtime of less than fifteen minutes in any one day shall not be included in determining the total number of hours worked.
 2. In cases where the employee performs authorized work in excess of the normal hours worked per day, the Department Head may reduce the employee's working hours during the same work period in order to minimize the cost of overtime.
 3. All overtime must be authorized in advance by the Department Head or by a designated Supervisor unless otherwise stated by departmental policy.
 4. Where overtime is authorized, eligible employees may receive one and one-half times their hourly wage for every hour worked in excess of forty (40) hours worked per week.
 - a. EXCEPTION FOR EMERGENCY CALL-OUTS: A Department Head may elect to pay overtime for personnel who have worked less than forty (40) hours in a week for situations involving call-outs or special details.
 - b. EXCEPTION FOR POLICE OFFICERS: Due to the shift schedule for Police Officers, overtime shall be paid for hours worked in excess of eighty-four (84) hours per pay period.
- B. Overtime for salaried employees, Department Heads and executive management (as defined in Section 1.7) is not a policy. It is implicit in the nature of administration and certain supervisory positions, such as the Chief of Police, Office Manager, Superintendent of Public Works, and the Village Administrator, that time beyond the

normal work schedule may be spent on the job. While from time to time, some recognition of this work may be made, it is entirely at the discretion of the Village and need not be remunerative in nature.

SECTION 3.5 - COURT TIME. Police Officers required to attend court on their off duty time shall be compensated at the overtime rate for actual hours worked subject to a minimum of two (2) hours for court time on local courts, or a minimum of four (4) hours for court time in the Will County Courthouse.

SECTION 3.6 - SHOOTING PAY. Police Officers who complete the state certified shooting course with a satisfactory score shall receive three (3) hours straight time pay. Police Officers must be state certified and qualified at all times. The Chief of Police or his designee shall schedule all shooting events and approve the shooting pay. All sworn officers must complete a minimum of one (1) shooting event each year.

SECTION 3.7 - SPECIAL DUTY PAY FOR POLICE OFFICERS. Special duty is defined as any duty which is unassigned and voluntary on the part of the officer to perform a security function at special civic, school or private events. This section does not apply to officers who are ordered to report to duty by a commanding officer or who are required to report to duty at the request of another officer to cover a shift due to station time or transport time.

- A. Special duty pay for officers at functions which are sponsored by Beecher Community School District 200U shall be at overtime rates for full-time officers and at an hourly rate as determined by the Village for part-time officers.
- B. Officers are to complete their time cards upon the completion of each special duty in the same fashion as for any other duty. All monies paid for special duty services shall be turned over to the Office Manager for deposit and all checks for such services shall be made out to the Village of Beecher. Special duty pay will then be placed on the payroll, subject to standard deductions.

SECTION 3.8 - POWER SHIFT DUTY. On occasions where it is mutually agreed upon by both the officer and the Chief of Police or his designee, a power shift may be assigned whereby an officer would work less than a twelve (12) hour shift on one given day and make up the hours within the same pay period during a different shift on another day. This is to provide flexibility in scheduling and some daytime coverage. At no time shall power shifts be mandatory. If an officer is ordered to work a shift, overtime provisions shall apply.

SECTION 3.9 - VOLUNTARY POLICE OFFICER SPECIAL DETAIL WORK. Police Officers who volunteer their services for special duties as authorized by the Chief of Police or his designee shall receive straight time pay for such duty. At no time shall these special duties be mandatory. If an officer is ordered to work a shift, overtime provisions shall apply. An example of a special duty is youth activities.

SECTION 3.10 - COMPENSATORY TIME. All regular non-salaried full-time employees other than Police Officers are entitled to earn up to forty-eight (48) hours of additional time off for hours worked beyond a regular forty (40) hour week at one and one-half (1½) times such additional hours worked. The accumulation of compensatory time is voluntary and not mandatory. The employee's supervisor or Department Head shall keep all records pertaining to the accumulation and use of compensatory time, and may cap at any time the amount of compensatory time which can be banked or used in any given year.

- A. The use of compensatory time must receive prior written approval from the employee's supervisor or Department Head. Denial of requests for the use of compensatory time will be based on the needs of the Village and Department or if no other employee can fulfill the responsibilities of the employee requesting the use of such time.
- B. At no time shall an employee's bank of accumulated compensatory time exceed forty-eight (48) hours.
- C. Compensatory time for all employees with the exception of Police Officers may also be exchanged for equivalent cash payment on an hour for hour basis at any time as long as the amount of compensatory time to be exchanged is forty-eight (48) hours or less.
- D. Since Police Officers earn a significant portion of eligible compensatory time at straight time rates, the exchange of compensatory time for pay shall be at the officer's straight time rate of pay unless otherwise approved by the Chief of Police and the Village Administrator.

ARTICLE IV

PAY PLAN AND PAY PERIOD

SECTION 4.1 - COMPOSITION OF PAY PLAN.

- A. The Pay Plan includes the minimum and maximum rate of pay and intermediate steps for all established job classification positions in the Village service.

- B. There are nine steps in the compensation pay plan. Each step above the hiring rate in the salary range is termed a merit rate. Every step can be interpreted as follows:
 1. The rate at which the employee is hired is the first step in the pay range for that employee. The employee shall remain at this rate of pay during the first twelve (12) months of employment.

 2. The second step is the second merit range. An employee remains at this level for a minimum of one year.

 3. The third step is the third merit range. Employees can advance to the third merit range after two or more years of successful service. Probationary employees cannot reach the third step until successful completion of their probationary period.

 4. The fourth through eighth steps represent the merit ranges where recognition is attained by meritorious service.
 - a. Employees reaching this level are those that constantly develop their ability and perform their assigned tasks with greater skills.

 - b. Exemplary behavior, increased work effort and quality performance are mandatory requirements for promotion in these steps.

 5. The ninth step is a master level position and can only be obtained by written recommendation of the Department Head and approval by the Village Administrator.

SECTION 4.2 - DEVELOPMENT AND MAINTENANCE OF SALARY RANGES.

- A. The salary ranges are determined with the following items taken into consideration:
 1. Ranges of pay for other classes.

2. Relative difficulty and responsibility of positions in the class.
3. Availability of employees in particular occupational categories.
4. Prevailing rates of pay in other public and/or private business.
5. Cost of living factors.
6. The financial condition of the Village.
7. Other economic considerations which may be appropriate.

SECTION 4.3 - APPOINTMENT RATE.

- A. A minimum rate of pay for a classification shall be paid upon appointment for the classification, except that appointment rates above the minimum may be made by the Village in recognition of the quality of prior experience and exceptional training.
 1. Any such approval will be limited to a recognition of exceptional qualifications or a lack of available applicants at a lower rate.

SECTION 4.4 - SALARY ADJUSTMENTS.

- A. Subject to the provisions of Section 1.9, every employee who is not already at the maximum rate shall be considered for a salary step increase on an annual basis.
 1. Recommendations for merit pay increases shall not be automatic or based merely on the passage of time. Rather, determination of an increase shall be based upon the written recommendation of the Department Head and the approval of the Village Administrator.
 2. Employees who do not receive an annual salary step increase may receive such increases before the next anniversary date, if in the discretion of Village Management, such increase would be appropriate.
 - a. If such an increase is awarded, this will not alter the consideration of any increase on the employee's next anniversary date.
- B. The Village may, on the basis of written recommendations from the Department Head or the Village Administrator, provide a salary increase of more than one step on the employee's anniversary date.

- C. When an employee has been promoted or his position has been reclassified to the class position in a higher range, the Village will, upon written recommendation from the employee's Department Head, determine the appropriate level of pay compensation.

- 1. The salary level will not be lower than the salary the employee was receiving before such promotion or reclassification.

- D. If an employee is determined to have not satisfactorily performed duties that are expected of the position, the Village Administrator may also lower that employee's pay classification upon recommendation of the Department Head or defer an employee's pay classification to a later time.

SECTION 4.5 - PAY PERIOD.

- A. Employees are paid biweekly on Wednesday.

- 1. When payday is a holiday, payments are issued on the previous work day contingent upon banking holidays.
 - 2. Those persons hired or terminating their employment in the middle of a pay period, shall be paid at an hourly rate based on their current salary schedule for hours worked in that period after their hiring or prior to their termination.

SECTION 4.6 - PAYROLL DEDUCTIONS.

- A. Automatic payroll deductions are made for federal and state income tax purposes and for the employee's pension contributions and social security, where applicable.
- B. A special deduction shall be made at the discretion of the employee for participation in the International City Management Retirement Corporation's deferred compensation plan (ICMA-RC 457), the health insurance plan for dependents, the NCPERS Life Insurance Plan and for additional insurance coverages provided by A.F.L.A.C., employee-directed donations to the United Way of Will County, and any collective bargaining unit dues check-off. Any other deduction requires formal approval by the Village Board.
- C. Other payroll deductions for dependent care, alimony, garnishment or other court-ordered deductions shall be honored by the Village. The Village shall retain any administrative or processing fees as provided by law.

SECTION 4.7 - DIRECT DEPOSIT OF PAYROLLS. The Village prefers the use of direct deposit of all payrolls. It is the responsibility of the employee to notify the Village in writing in advance of any changes to the employee's bank account, financial institution, or direct

deposit routing number. The Village is not responsible for any lost or stolen funds due to a failure to notify in writing by pre-approved form. Paper checks may be issued for payroll upon request.

ARTICLE V

EMPLOYEE BENEFITS

SECTION 5.1 - MEDICAL INSURANCE. The Village currently offers major medical insurance coverage for regular, full time employees. This coverage includes partial or full reimbursement for hospital stays, diagnostics, exams, prescription drugs, therapy, mental health, substance abuse, surgical procedures, physician fees, dental care, vision care and well-baby care. This coverage is provided by the Eastern Will County Benefits Council and is subject to change at any time. Dependent coverage is also available. Questions regarding insurance coverage should be directed to the Office Manager or Village Administrator.

1. The Village shall pay 100% of the employee's premium and 80% of the premiums for coverage of dependents. Employees are responsible for payment of the remaining 20% of the dependents' premiums through an automatic payroll deduction. Employees are also responsible for payment of all deductibles and co-payments.
2. All full-time employees are eligible to receive health insurance benefits offered by a provider of the Village's choice. If an employee voluntarily chooses to not be covered by the Village's health insurance plan the employee must provide proof of coverage from another insurance provider, which meets the standards of the Affordable Care Act. Proof of medical insurance shall be placed in the employee's file and proof shall be updated annually.
3. In the event an employee is granted an unpaid leave of absence, the employee is entitled to remain on the Village's health insurance program as provided by Federal law for the length of the unpaid leave but not exceeding eighteen (18) months from the date of the unpaid leave provided the employee continues to pay their portion of the premium for said insurance by the 25th of the previous month.
4. In the event an employee voluntarily chooses to stop actually performing work for the Village but is not on a leave of absence, the employee has no right or expectation to the continuation of Village subsidized health insurance, except to the extent required by federal law, including but not limited to the *Consolidated Omnibus Budget Reconciliation Act (COBRA)* for the continuation of coverage. Such an employee shall be responsible for paying both the Village's share and the employee's share of the cost of the premium and may be required to reimburse the Village a prorated dollar amount for the period of voluntary non-work.

SECTION 5.2 - LIFE INSURANCE/ACCIDENTAL DEATH AND DISMEMBERMENT. A basic life insurance and accidental death and dismemberment benefit

is provided to employees through the Illinois Municipal Retirement Fund (IMRF). The Village also provides Group Basic Life and Accidental Death and Dismemberment Insurance in the amount of \$5,000 through the EWBC. Additional coverage is also available at employee expense. Information concerning the additional coverage can be obtained from the Office Manager or Village Administrator.

SECTION 5.3 - ILLINOIS MUNICIPAL RETIREMENT FUND. All full time employees are covered by the Illinois Municipal Retirement Fund. Currently, 4.5% is deducted from each employee's payroll check for his/her contribution to the plan. In addition, the Village, as the employer, also contributes to this Fund.

SECTION 5.4 - DEFERRED COMPENSATION. All full-time, regular employees are eligible to participate in the Village's Deferred Compensation Plan, as made available by the International City Management Association Retirement Corporation (ICMA-RC). This provides the employee with added retirement in addition to a tax shelter. Information on the Village's Deferred Compensation Plan is available from the Office Manager. All inquiries concerning the Deferred Compensation Plan should also be directed to the Office Manager.

SECTION 5.5 - VILLAGE RETIREMENT INSURANCE BENEFITS. For those employees who have served the Village in a full time position in excess of 25 years and have reached 62 years of age and wish to retire, the Village shall pay for 50% of that retired employee's health insurance premium up to the age of 65 provided the employee is on the Village's health insurance plan and provided that such plan permits the continued coverage of the employee. The Village will not be responsible for the payment of dependent premiums for a retired employee.

Beginning at age 65, a former employee may continue with the Village's health insurance plan as a Medicare retiree at their own cost. This benefit also extends to dental and vision insurance. The retiree may choose to opt out of the medical insurance and continue only with the dental and/or vision insurance plans. These benefits are only extended subject to payments being deducted from the employee's IMRF retirement pension and direct deposited into the Village's account on a monthly basis through an agreement with IMRF.

SECTION 5.6 - SENIORITY PAY. Upon completion of successive years of service, each employee who has attained length of service qualifying for longevity pay shall have added to gross pay prior to deductions on the first payroll in December of each year an amount according to the chart below.

| | | |
|----------|-----|------------------|
| 10 Years | --- | \$500 per year |
| 15 Years | --- | \$750 per year |
| 20 Years | --- | \$1,000 per year |
| 25 Years | --- | \$1,250 per year |

SECTION 5.7 - TUITION REIMBURSEMENT POLICY. The Village has established a policy regarding reimbursement of tuition for employees who complete college-accredited job-related coursework towards a degree or certification.

All permanent full-time Village employees are eligible for participation in the Tuition Reimbursement Plan. Under this program, the Village will participate with the employee in bearing the cost of academic and/or technical courses which have some apparent beneficial relationship to the performance of the employee's duties. All college courses, taken in pursuit of a degree, must be accredited by a recognized accrediting agency.

For those courses which receive approval by the Village, the Village may pay up to 50% of the cost of tuition based on in-district charges applied by Governor's State University for Bachelor's Degree and post-graduate work, and Prairie State College for Associates degree (first two years). The Village shall pay the employee its share of the cost of the tuition after the course is completed at such time when the employee provides justification that a grade of "A" or "B" was attained. However, the employee must notify his Department Head of his intent to use the tuition reimbursement plan prior to registering for the course. No reimbursement will be provided by the Village for a grade of "C" or lower.

Several criteria are used to determine whether a course is directly or indirectly related to an employee's position and responsibilities. The following points will be examined in relation to each application for tuition sharing funds:

1. The immediate benefit which the course would provide to the employee, and the immediate effect which it would have on his or her on-the-job performance.
2. The opinion of the Department Head with the consent of the Village Administrator in regard to the particular application for tuition sharing funds and to that employee's overall educational pursuits.
3. The employee's written explanation of the benefits (both personal and job related) provided by the course.
4. In the event that the course for which tuition sharing funds are requested is not directly related to the employee's present position and responsibilities, the application will be evaluated in terms of the benefits the course would provide by preparing the employee for another position within the organization for which he or she may be eligible (e.g., a course which provides supervisory training for an employee in a non-supervisory position).
5. Whether or not the course for which tuition sharing funds are requested is to be taken as part of a program leading college degree which is related to the employee's position and responsibilities (i.e., some courses required for a college degree may not appear to be job

related when examined in isolation, but may be classified as job related when viewed in the context of the employee's degree program), and

6. The cost of the tuition for the course.
7. The financial ability of the Village to honor the request as determined by the Department Head, the Village Administrator and the President and Board of Trustees.
8. Prior to taking the course, the employee shall complete a request form and submit to the appropriate Department Head for consideration. A form must be submitted for each course. Forms can be obtained from your Department Head.
9. The employee shall sign a sworn statement that if the employee resigns his position or is terminated for cause within twelve (12) months of receiving the reimbursement, the employee agrees to pay back the reimbursement to the Village.
10. All requests for tuition reimbursement shall be approved by the President and Board of Trustees through the Accounts Payable process.

SECTION 5.8 - EMPLOYEE ASSISTANCE PROGRAM. The Village participates in an employee assistance program as an additional benefit for its employees. This program is administered by an outside agency, and provides limited counseling, legal advice, and other services for the well-being of employees and their families. Please contact the Office Manager for further details.

SECTION 5.9 – DAMAGE TO PERSONAL PROPERTY. The Village may reimburse an employee up to \$100 per occurrence not to exceed \$300 per year per employee for any personal property owned by the employee and on the employee's person which may be damaged as a result of the employee's performance of his duties.

SECTION 5.10 – SPECIAL COMPENSATION FOR PUBLIC WORKS EMPLOYEE TECHNICAL LICENSE. Any public works employee who has attained Maintenance Worker II (MMII) status is eligible to receive an additional \$1,500 in a lump sum payment annually in the first payroll of December of each year for each of the following licenses so obtained; Class C Water, Class B Water, Class A Water, Class IV Sewer, Class III Sewer, Class II Sewer, and Class I Sewer, with the only exception being the first license obtained for the MMII designation.

ARTICLE VI

HOLIDAYS, VACATION DAYS, PERSONAL DAYS

SECTION 6.1 - HOLIDAYS.

- A. All regular, full time Village employees are given the following twelve (12) holidays off with pay:

- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

- B. If the holiday falls on a Sunday, the following Monday will be observed as the holiday and if a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
- C. If an employee is on vacation when a holiday occurs, that day shall either be added to the regularly scheduled vacation (if approved in advance by the Department Head) or not charged against the employee's vacation time.
- D. Any full time hourly employee called out to work on a holiday shall receive double his normal rate of pay. Any part time employee scheduled or called to work on a holiday shall receive overtime pay.

SECTION 6.2 - HOLIDAY PAY.

- A. All regular, full time Village employees shall be credited with a number of working hours in their normal work shift for each of the preceding holidays.
- B. In the event an employee does not work the scheduled work day before or scheduled work day after a holiday and is not on a previously authorized absence, that employee

shall not receive holiday pay until proof of illness or an otherwise excusable absence is established to the satisfaction of the Department Head.

1. An employee on unpaid leave of absence shall not receive holiday pay credits during such leave.

SECTION 6.3 - EMPLOYEES REQUIRED TO WORK ON HOLIDAYS.

- A. On general holidays for Village employees, only those employees shall be on duty whose services are necessary for police protection and for municipal, utility and other operations deemed necessary by the Village.
- B. Temporary and part time employees shall receive overtime pay for hours worked on holidays.
- C. Holiday leave for employees required to work on holidays must be taken within the same month of the date of the holiday. This requirement can be waived by the Department Head with the concurrence of the Village Administrator to meet the needs of the Village.
- D. Non-salaried full-time Police Department personnel shall receive eight (8) hours of additional straight time holiday pay in the pay period in which the holiday occurs, regardless of whether or not one works a shift.

SECTION 6.4 - PERSONAL TIME.

- A. Each full time employee and probationary employees having completed six (6) months of successful service shall be entitled to twenty-four (24) hours of personal time per calendar year. The personal time shall be granted to the employee on the employee's anniversary date or six months after the hire date in the first year of employment.
 1. The employee must notify his Department Head of the planned use of personal time at least 24 hours in advance and receive the Department Head's approval. Forms for requesting such leave are available from the supervisor.
 2. The employee shall attempt to use personal time hours in increments of one full shift (or work day) unless otherwise approved by a supervisor.
 3. The use of personal time shall not result in a situation whereby overtime is created.
 4. The personal time shall not accumulate and shall be limited to twenty-four (24) hours per year.

5. Police Officers shall be granted personal time subject to the provisions of Section 6.6.

B. Personal time shall be paid according to the amount of time approved by the Supervisor during the pay period in which the personal time was authorized.

SECTION 6.5 - VACATION PROGRAM. Permanent full time Village employees accrue vacation leave, granted at the convenience of the Department Head, according to the following schedule of accrual:

- A. Beginning with the first day after completion of one (1) year of service through the completion of two (2) years of continued service, an employee shall be allowed to accrue five (5) vacation days credit. The total yearly credit under this paragraph shall not exceed one (1) work week (5 work days) per year.
- B. Beginning with the first day following completion of two (2) years of continued service, an employee shall be allowed to accrue five (5) additional vacation days credit. The total yearly credit under this paragraph shall not exceed two (2) work weeks (10 work days) per year.
- C. Beginning with the first day following completion of eight (8) years of continued service, an employee shall be allowed to accrue up to five (5) additional vacation days credit. The total yearly credit under this paragraph shall not exceed three (3) work weeks (15 work days) per year.
- D. Beginning with the first day following completion of fifteen (15) years of service, an employee shall be allowed to accrue up to five (5) additional vacation days credit. The total yearly credit under this paragraph shall not exceed four (4) weeks (20 work days) per year.
- E. Beginning with the first day following completion of twenty (20) years of service, an employee shall be allowed to accrue up to five (5) additional vacation days credit. The total yearly credit under this paragraph shall not exceed five (5) weeks (25 work days) per year.
 - 1. No employee is entitled to use any vacation time until he has completed one (1) year of consecutive full time employment. Entitlement may be granted by the Village Administrator for unusual circumstances.
- F. The selection of vacation days by employees shall be based on seniority. The fragmentary use of vacation days may be permitted by the Department Head if such use is consistent with the needs of the department.

- G. In the event a holiday occurs during an employee's vacation period, time for such holiday shall not be charged against employee's vacation credit.
- H. Except as provided in this Manual, employees are not allowed to take a cash payment for vacation in lieu of actual time off, unless the purpose of the Village would be served.
- I. Vacation credits shall be used by each employee within a twelve (12) month period following the anniversary date of the employee in which the credits were earned unless otherwise approved in writing by the Department Head and by the Village Administrator after proof being provided by the employee of an extenuating circumstance.
- J. Extension of time for the use of vacation credits as required in the above section may be authorized in writing by the Village Administrator upon written application by an employee and after recommendation by the Department Head.
- K. The requested use of a vacation day must be approved by the Department Head seven (7) days prior to the use of such day(s). Special situations may warrant modification of this policy and must receive approval of the Village Administrator.
- L. All requests for use of vacation time, personal time or compensatory time shall be made in writing on forms provided by the Village and shall receive the written approval by signature of the employee's supervisor.
- M. Permission for the use of vacation, holidays, personal days and compensatory time for Police Officers shall be in accordance with Section 6.6.

SECTION 6.6 - POLICE DEPARTMENT TIME-OFF

- A. Due to the unique operating nature of the Police Department and in order to meet minimum staffing needs for life safety, the Department may establish a cap on the number of full-time officers granted time-off at any one time.
- B. Time off will be approved based on the date submitted. If two officers submit a request simultaneously for the same day off, approval will be based on rank then seniority.
- C. This section for time-off applies to holidays, vacation, personal days and compensatory time requests.
- D. All language in Article VI (Holidays, Vacation Days, Personal Days) referring to "days" are hereby defined and calculated at the rate of 8 hours per day regardless of the length of the assigned shift.

ARTICLE VII

OTHER LEAVES OF ABSENCE

SECTION 7.1 - SICK LEAVE INSURANCE PROGRAM.

- A. All employees, except those in temporary or part time positions and except those on leave of absence without pay, shall accumulate sick leave at the rate of five-twelfths (5/12ths) day for each month of satisfactory service. An employee accumulates sick leave beginning with the first full calendar month of employment.
- B. Sick leave shall be allowed to accrue to a maximum of two hundred and forty (240) hours, with the exception being those employees hired by the Village prior to May 1, 1995. For those employees hired before this date, the maximum accruable limit for sick leave hours will be the number of hours accrued on May 1, 1995 or two hundred and forty (240), whichever is greater. Employees will be permitted to accrue sick leave up to their designated caps during their terms of employment. Sick leave time accrued upon retirement, resignation or termination will not be compensated for by the Village.
- C. Sick leave shall not be considered as personal time which an employee may use at his or her discretion. It shall be allowed only in case of actual sickness or disability or pregnancy or because of illness or death in the immediate family. The Department Head with the concurrence of the Village Administrator may grant sick leave to employees to meet medical or dental appointments if the employee establishes that the appointment cannot reasonably be scheduled during non-working hours.
- D. Substantiation of the need for sick leave by a licensed physician may be required after three (3) consecutive days absence from work for regular employees as evidence of an employee or family illness or injury that prevents attendance at work.
 - 1. The Village Administrator or the Department Head may require the substantiation of the need for sick leave of any length. Any employee who is required to submit substantiation for sick leave of less than three days will be informed in advance of the need to so by the Village Administrator or Department Head.
 - 2. Falsification of evidence that would otherwise substantiate the need for sick leave will be sufficient cause for disciplinary action.

SECTION 7.2 - SICK LEAVE BUY-BACK. For those employees who have reached their cap for accrued sick leave time, the Village offers a buy back program which pays 100% for each unused hour above the accrued cap amount each calendar year. To receive a reimbursement, a

request must be made by the employee by written request for the first payroll which occurs after January 1st indicating the number of hours being requested for reimbursement which shall be reviewed and approved by the employee's supervisor, Department Head, payroll clerk and Village Administrator. Once the number of non-accruable sick hours is properly determined, the payroll clerk will issue payment equal to 100% of the unused sick time hours.

SECTION 7.3 - SICK LEAVE REQUESTS.

- A. In order to receive compensation while absent on sick leave, the employee shall notify the Department Head or his designee no later than one (1) hour before the time set for beginning daily duties unless proof of "extenuating circumstances" can be provided.
 - 1. Requirements for notification for use of sick leave by a Police Officer is contained in the Rules and Regulations Manual of the Police Department, as authorized by the Chief of Police or as established in the collective bargaining agreement.
 - 2. Public Works employees shall contact the Public Works Supt. or the Crew Leader on his Village-issued phone and leave a message on the use of sick leave with the Superintendent or the Crew Leader prior to 6:30 a.m. The dispatch center shall not be used for sick leave notification.
 - 3. Department Heads and the Village Administrator shall notify the Village Hall in the event they are absent from work due to an illness between the hours of 8:00 a.m. and 9:00 a.m. on the date of the absence.
- B. The Village Administrator or Department Head may require a physician's certificate of health examination as a condition for sick leave pay for any absence of any duration.
 - 1. As mutual protection for the Village and the employee, the Department Head may require an employee to submit to a complete physical examination by a physician designated by the Village Administrator when, in the Village Administrator or Department Head's opinion, the performance of the employee may have become seriously limited or weakened by virtue of impaired health.
 - 2. The cost of such physical examination is the responsibility of the Village upon the Department Head's showing of satisfactory reasons to the Village Board.
- C. Sick leave credits shall not be available for use in circumstances involving personal injury sustained by an employee in the course of paid outside employment.
- D. In the event that any employee has exhausted all sick leave credits, the employee may request to use any accumulated compensatory time, vacation time, personal day time or donated sick leave time.

SECTION 7.4 - SICK LEAVE DONATION.

- A. In the event that an ill or injured full time Village employee has exhausted all sick leave credits and any accumulated compensatory time, he may be eligible for a donation from any full time employee of any department within the Village service.
1. Both the ailing employee and the donating employee must have at least one year of full time service with the Village.
 2. Any donated sick leave time must have been accrued.
 3. The donating employee must sign a letter which would direct the Village to deduct one or more sick days from prior accrued sick leave.
 4. Employees may donate to a fellow employee one sick day for every five available sick days the donating employee has accrued. The employee receiving the donation will be credited with one day's compensation at the employer's normal daily rate for the employee on leave on an hour per hour basis. Any time donated will be deducted from the sick leave time available to the donating employee. Sick leave donations shall be limited to six days for each donating employee per calendar year.

SECTION 7.5 - DISCRETIONARY LEAVE. The Village President and Board of Trustees, upon recommendation by the Department Head, may grant a leave of absence to any employee when it is determined that there is good and sufficient reason. The Village President and Board of Trustees shall set the terms and the conditions of the leave, including whether or not the leave is to be with pay.

SECTION 7.6 - APPLICATION FOR LEAVE. Any request for leave of absence shall be submitted in writing by the employee to the Department Head or his designee as far in advance as practicable. The request shall state the reasons for the leave of absence and the approximate length of time off the employee desires. If granted, authorization for leave of absence shall be furnished to the employee by his Department Head in writing.

SECTION 7.7 - FUNERAL AND BEREAVEMENT LEAVE.

A. In the event of a death in the immediate family (as defined in Section 1.8), an employee shall be granted up to two (2) consecutive work days with pay as funeral leave if the employee attends the funeral. Leave beyond two (2) days may, upon approval of the Department Head or his designee, be classified as discretionary leave and the use of any earned paid time off (including sick leave) can apply. The Village Administrator may approve the use

of sick leave as funeral leave of up to three (3) days in the event of the death of any other individual, on a case by case basis.

B. In the event of a death of an employee's child, the employee shall be entitled to a maximum of two (2) weeks or ten (10) work days of unpaid bereavement leave to attend the funeral, make arrangements necessitated by the death of the child, or grieve the death of their child.

1. For the purposes of this Section 7.7(B), the employee's child shall mean the employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis under the *Child Bereavement Leave Act*, (820 ILCS 154/1 *et seq.*).

2. The child bereavement leave must be completed within sixty (60) days after the date on which the employee received notice of the death of the child.

3. In the event of the death of more than one child in a twelve (12) month period, the employee shall be entitled to up to a total of six (6) weeks of bereavement leave during the twelve (12) month period.

4. An employee may elect to substitute accrued paid leave for some or all of unpaid leave for which they would be entitled for under this Section 7.7(B).

SECTION 7.8 - MILITARY LEAVE. Military leave shall be granted in accordance with the requirements of applicable law. The Village shall not be expected to exceed such requirements for any employee.

A. Written verification should be provided by the employee to his supervisor which states the specific dates, locations and anticipated length of the military assignment.

SECTION 7.9 - JURY LEAVE. A regular, full time employee shall be granted a leave of absence with pay pursuant to a notice for jury duty.

A. If an employee receives compensation in the form of jury or witness fees, the employee shall retain such fees and provide documentation to the Village that such fees were retained prior to receiving pay for jury leave. The Village shall then deduct such fees from the employee's pay for jury leave.

SECTION 7.10 - LEAVE FOR INJURY, ILLNESS OR DISABILITY.

A. In the event an employee is unable to work by reason of illness, injury (excluding those compensable under worker's compensation) or disability, the Village may grant a leave of absence without pay for any period of time at the discretion of the Village during

which time seniority, vacation time, holiday time, sick leave and personal day time shall not accrue to the extent permitted by law, except for a work related injury compensable under worker's compensation; which in such case the employee shall receive full pay and benefits and shall turn over his workers compensation check (if made out to that employee) to the Village. An employee shall accrue seniority for the first twelve months of worker's compensation leave.

- B. To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known and thereafter furnish to the Department Head or his designee at such times as may be requested a physician's written statement showing the nature of illness, injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish current reports as the Village deems necessary.

Before returning from a leave of absence for injury, illness or disability or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village to determine an employee's capacity to perform assigned work. This examination shall be paid for by the Village.

- C. Some employees may be permitted, upon concurrence with their physician, to perform special light duty tasks at their regular rate of pay if deemed necessary by the Village. However, the Village is not required to offer such light duty. The offering of light duty shall be made by the Department Head with the concurrence of the Administrator and the Village President or his designee. Such light duty shall be limited to specific tasks and time periods not exceeding sixty (60) days and be in writing, and agreed to by signature of the employee. However, in no event shall light duty be offered to any employee until all sick time, vacation time, personal time and compensatory time is expended.

SECTION 7.11 - MATERNITY LEAVE. Any full time female employee who is unable to work due to a disability caused by pregnancy, childbirth or related medical conditions may use available sick leave or other paid leaves available to the employee for such an absence in accordance with the Village's Leave Policy. In addition and irrespective of any available paid sick leave, a full time female employee who is unable to work due to pregnancy or a pregnancy related disability is entitled to a reasonable, unpaid leave in accordance with federal law. Disability benefits are provided by the Village's pension plan. Any full time female employee requesting an unpaid disability leave due to pregnancy or pregnancy-related disability must provide a letter from the employee's doctor indicating the dates of the commencement and anticipated duration of the disability.

SECTION 7.12 - FAILURE TO RETURN FROM LEAVE. An employee who fails to return to duty within three (3) work days of the time specified on his application for leave shall

be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

SECTION 7.13 - BENEFITS WHILE ON LEAVE. During an approved leave of absence or layoff, the employee shall be entitled to coverage under applicable group, health and life insurance plans to the extent provided in such plan(s), and by Federal law provided the employee makes arrangements to pay their portion of the insurance premium in the month preceding the month of coverage.

SECTION 7.14 - REQUALIFICATION AFTER LEAVE.

- A. Unless otherwise stated in this Manual or otherwise required by law, length of service or seniority shall not accrue for an employee who is on an approved non-pay leave status in excess of 90 days. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Manual, an employee returning from leave will have his seniority continued after the period of leave.
- B. When an employee returns to work from an approved leave of absence, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- C. If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to seniority except for this leave, he shall go directly to layoff. If the employee is on layoff, recall procedures as stated in this Manual shall apply.

SECTION 7.15 – FAMILY AND MEDICAL LEAVE. Employees who have worked at least 1,250 hours in the prior calendar year shall be covered by the *Family and Medical Leave Act of 1993*, 29 U.S.C. §2601, *et seq.* (“FMLA”), and shall be eligible for twelve (12) weeks, paid, unpaid, or combined, leave per calendar year in the event of a birth, adoption or foster care of a child, or a serious health condition of an employee or an employee’s immediate family requiring in-patient care or continuing treatment by a health care provider. Employees must provide the Village with thirty (30) days’ notice whenever possible before taking FMLA leave, or notify the Village as soon as practicable. Further, at the time of giving notice of any absence provided under this Article VII, the employee must provide sufficient information for the Village to ascertain whether the reason for the absence also qualifies for Family Medical Leave Act qualifying reason. If any absence under this Article VII qualifies for family medical leave, the employee will be required to substitute accrued paid leave under this Article VII for any FMLA leave. The Village shall provide healthcare coverage for employees who are on FMLA leave under this Section 7.15 in accordance with Section 7.13 of this Manual.

SECTION 7.16 - NON-EMPLOYMENT ELSEWHERE. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere or self-employment during an approved leave without the express written permission of the Village Administrator may immediately be terminated by the Village.

ARTICLE VIII

EMPLOYEE SAFETY

SECTION 8.1 - EMPLOYEE RESPONSIBILITY. As a regular part of the Village employment, employees are expected to conduct themselves and handle equipment in such a manner as to avoid accidents. Employees are responsible for observing all safety rules and using available safety devices and are responsible to report unsafe conditions or equipment to their supervisors.

- A. At daily intervals, employees should visually inspect all equipment and areas that are their responsibility for safety to prevent accidents.
- B. Employees should always wear the proper protective clothing for the job they are performing (i.e., such items as hard hats, goggles, protective boots, etc.). If an employee does not have the proper equipment, the supervisor should obtain such equipment prior to the employee going on the job. Public safety employees shall be provided with the items necessary to perform their assigned duties as determined by the Chief of Police.
- C. Employees should always clean an area when they are finished with a job and inspect the area for possible fire or accident hazards prior to leaving.
- D. An employee should not operate any machine or use any material until he or she has read the directions or instructions and has become thoroughly familiar with them.
- E. An employee should always be alert when driving and observe all laws for the operation of vehicles. When vehicles or equipment are being operated below posted speed limits or blocking traffic, caution lights shall be activated.
- F. Employees observing unsafe conditions, equipment and tools or the unsafe use of equipment and tools by others in the Village employment shall report such observations to their supervisor or Department Head.
- G. The Village will from time to time conduct building, equipment and employee safety inspections as directed by the Village's insurance carrier to determine unsafe conditions or practices. Deficiencies noted in these inspections shall be immediately corrected.

SECTION 8.2 - ACCIDENTS INVOLVING PROPERTY DAMAGE AND INJURIES. If an employee is injured during the performance of the employee's duties or if the Village equipment is damaged or causes damage to other property, the employee shall immediately report this fact to the supervisor. The employee must insure that an accident report is submitted to the supervisor for forwarding to the Village Administrator so the employee's right to worker's

compensation insurance benefits or reimbursement for medical expenses is not jeopardized. Even if the injury is so slight that no time is lost, a report must be made. This is necessary to protect the employee in case a future disability results because of the injury. Also, appropriate action can be initiated to prevent future and possible more serious accidents of a similar nature.

If an employee is involved in any accident while in performance of his or her duties resulting in property damage or injury to any person, it must be reported immediately to the supervisor. The Police should be called to the scene immediately if the accident involves a vehicle. The employee should not discuss the accident with anyone except the Police or his supervisor or admit to any liability. The Police Department shall file a case report for any accident involving a Village vehicle or personal injury to a non-Village employee and photograph any damage. Direct any person seeking information to the Village Administrator.

Disciplinary action may be taken against employees if negligence is proven to be a factor contributing to the accident or causation of an unsafe condition.

SECTION 8.3 - CRITICAL INCIDENT STRESS DEBRIEFING POLICY. It is the policy of the Village of Beecher to emphasize the importance of critical incident stress debriefing should a major disaster or an incident involving a Village volunteer or employee occur which affects the emotional condition, work habits or morale of an employee or an employee group. Critical incident stress debriefing shall be offered to an employee or volunteer who has experienced a major critical incident or several smaller incidents which may affect the Village "family". Should an incident occur involving the serious injury or death of a Village employee or volunteer, critical incident stress debriefing shall be a mandatory policy of the Village.

SECTION 8.4 - CONFINED SPACE ENTRY. Those employees who may be required to enter confined spaces as part of their duties shall be properly trained and equipped according to this policy prior to entering any confined space. A permit to enter the confined space approved by a supervisor is also required. The following procedure shall be in effect for all confined space entries.

- A. A permit application shall be applied for and approved by a supervisor prior to the entry of any confined space by an employee. Forms are available at the Public Works garage and at the sewer treatment plant. A minimum of three Village employees shall be present at the location prior to any confined space entry. There shall be two personnel above ground or outside of the confined space for each person entering the confined space.
- B. The following equipment shall be available on site and be utilized for the confined space entry: a tripod and harness for each person entering the confined space, a portable radio or telephone capable of reaching an outside source in case assistance is required, a gas and oxygen deficiency monitor, hard hats, gloves and SCBA gear for each person entering the confined space.

- C. All equipment shall be checked prior to entering the confined space. The oxygen deficiency meter shall be lowered into the confined space to determine the level of toxicity or lack of oxygen in the air before personnel enter the confined space.
- D. Upon entering the confined space, personnel shall be attached to a tripod through a harness mechanism for safe retrieval should an accident occur. The personnel entering the confined space shall also be carrying the oxygen deficiency meter for periodic checking in case the atmospheric conditions change inside the confined space.
- E. Should a problem occur resulting in the collapse of an employee within the confined space, the other employees shall immediately leave the confined space. The collapsed employee shall be retrieved by using the harness mechanism. If this rescue proves difficult, an employee shall enter the confined space with SCBA gear to assist in retrieving the employee. **UNDER NO CIRCUMSTANCES SHALL EMPLOYEES ENTER A CONFINED SPACE CONTAINING A COLLAPSED OR DELIRIOUS EMPLOYEE WITHOUT SCBA GEAR.** Call 9-1-1 to report the emergency.
- F. After the confined space entry is complete, additional information pertaining to the results of the entry and any problems noted shall be written on the back of the permit form.
- G. Each employee responsible for entering a confined space or assisting with confined space entry shall be properly trained on the use of SCBA gear, oxygen deficiency meter, tripod and harness and a portable radio or telephone. Each year employees will participate in an exercise involving the proper entry into a confined space and the proper method of rescue from a confined space. Records of all personnel training and the annual exercise shall be kept by the Superintendent of Public Works. Those employees not able to attain the proper training or perform the exercise using SCBA gear, oxygen deficiency monitor or portable radio shall not be required or permitted to conduct or assist in confined space entry.

SECTION 8.5 - BLOOD BORNE PATHOGENS. The Village has adopted a policy on the conduct, response and procedure for all employees to follow both prior to (prevention) and after exposure to blood borne pathogens. This policy is comprehensive and is contained as a separate document. It is the responsibility of all Public Works employees and Police Officers to obtain a copy of this Manual and sign an acknowledgment form. Copies of this policy can be obtained from the Village Administrator's office. Hepatitis B shots are also provided by the Village.

SECTION 8.6 - SAFETY COMMITTEE. A Safety Review Committee shall be appointed by the Village Administrator and shall consist of the Village Administrator, one representative from the Police Department, one representative from Public Works and one representative from

Administration. Any accident involving a Village vehicle, or any other accident considered reviewable by the Administrator shall be reviewed by the committee. The committee shall be empowered to examine evidence, interview the employees involved or any other witnesses, and produce a finding of fact. The committee's findings shall be used to correct any practice or procedure to promote safety. The Village Administrator or a Department Head can also use the committee's findings as a basis for disciplinary action if necessary, if it is determined that negligence occurred or procedures were not followed. The committee's findings shall be treated as a personnel matter and shall not be subject to public dissemination. It is the duty of the Safety Committee to: 1) Develop policies which improve employee safety; 2) Develop a training program for employee safety; 3) Investigate accidents involving Village employees and recommend preventive measures; and 4) Track accident occurrences to determine preventable trends or tendencies.

SECTION 8.7 - WORK REQUIREMENTS DURING INCLEMENT WEATHER. The Department Head may alter the employee's work assignments during extreme weather conditions to minimize employee exposure. However, if it is determined that the health, safety and welfare of the Village is threatened, employees shall perform assigned duties regardless of weather conditions.

SECTION 8.8 – PERSONAL PROTECTIVE EQUIPMENT (PPE) AND BEST MANAGEMENT PRACTICES (BMP's) FOR EMPLOYEE SAFETY. The Village of Beecher is obligated to provide the necessary personal protective equipment (PPE) such as goggles, ear protection, gloves, hard hat, harness, and other items deemed necessary for use by the Village. In addition, Department Heads shall be responsible for developing, training and enforcing best management practices (BMP's) for the safe use of tools, equipment and vehicles. These rules shall be provided to each employee in writing with a copy of same being placed on file with the Secretary of the Safety Committee. Some examples of BMP's for employee safety shall include but not be limited to:

1. Proper use of high lifts and bucket truck
2. Use of chain saws and other power tools
3. Bullet proof vest used as PPE
4. Proper trenching and shoring
5. Eye and ear protection
6. Work boots/shoes
7. Proper lifting
8. Ergonomics
9. Slip, trip and fall prevention
10. Proper handling and storage of hazardous materials

The Policy and Procedures Manual of the Beecher Police Department shall contain the BMP's necessary for the Village's public safety employees.

SECTION 8.9 – VALID DRIVER’S LICENSE REQUIRED. All employees who operate Village equipment or vehicles shall have in their possession a valid driver’s license while operating such equipment or vehicle. The validity of this license shall be checked by the employee’s supervisor once each year during the employee’s performance evaluation review. The expiration date of the license shall be listed on the employee evaluation form. In addition, it is the duty of the employee to notify his or her supervisor whenever there is a change to that employee’s driving status.

ARTICLE IX

EMPLOYEE CONDUCT

SECTION 9.1 - OUTSIDE EMPLOYMENT. Village employees shall not participate in outside employment that in any way interferes with the employee's regular duties, responsibilities or work performance with the Village as determined by the Village Administrator or Department Head.

- A. Outside work is defined as any gainful employment other than the performance of official duties, including, but not limited to: self-employment, working for another employer, employment in the management and operation or direction of a private business for profit, including any direct or indirect financial interest in any such business.
- B. Department Heads may set policies and guidelines regarding outside employment. Such policies and guidelines shall be approved or subject to change by the Village Administrator.
- C. The Village generally will permit employees to engage in outside employment or work so long as in the opinion of the employee's Department Head, the outside work or employment would not affect the quality of the employee's work for the Village, prevent the employee from devoting his primary interest to the accomplishment of his work for the Village, including after hours emergency call-outs, or tend to create a conflict or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village.
- D. An employee shall not perform outside work, which in the judgment of the Village Administrator or Department Head:
 - 1. is of such nature that it may be reasonable construed by the public to be an official act of the Village or Department thereof,
 - 2. involves the use of Village facilities, telephones, equipment, uniforms, mail, social media accounts and supplies of whatever kind; or
 - 3. involves the use of official information not available to the public; or
 - 4. might encourage, on the part of members of the general public, a reasonable belief of a conflict of interest.

- E. While an employee is not prohibited from performing outside work solely because the work is of the same general nature as the work the employee performs for the Village, no employee may perform the outside work if, in the judgment of the Village Administrator or Department Head:
1. the work is such that the employee would be expected to do it as part of his or her regular duties; or
 2. the work involves management of a business closely related to the official work of the employee; or
 3. the work would tend to influence the exercise of impartial judgment on any matter coming before the employee in the course of the employee's official duties.

SECTION 9.2 - USE OF VILLAGE TELEPHONE AND MOBILE DEVICES.

Employees are permitted to use the Village telephone for personal reasons within reasonable limits and as long as such use does not interfere with the employee's work duties or with the conduct of Village business. The use of Village telephones is a privilege and not a right and may be withdrawn by the Department Head or the Administrator if abused through excessive use or if telephoning interferes with work duties. Continued abuse after removal of the privilege shall be grounds for disciplinary action or termination.

- A. The Village retains the right to monitor employees for excessive or inappropriate use of their Village cell phones. If the employee's phone usage causes a decline in productivity or interferes with operations, the Village will ban that employee from using their cell phones for personal use. This includes any form of texting or the use of the internet.

If an employee is operating a Village vehicle and receives a call on a cell phone, the employee must use a hands free device to answer or pull to the side of the roadway into a parking lot or other safe location to respond to the call. Any toll calls shall not be charged to the Village.

- B. Employees are expected to observe the rules of telephone courtesy at all times when using the Village telephones. The use of Village telephones or mobile devices for personal or other usage which causes additional charges to the Village above the call plan specified for the employee is prohibited.

SECTION 9.3 - USE OF VILLAGE MAIL. Employees shall not use the address of the Village for receipt of personal mail. Also, the Village's Bulk Rate Permit or stamps purchased by the Village shall not be used for personal mail.

SECTION 9.4 - USE OF VILLAGE PROPERTY. The Village may provide automobiles, machinery, equipment and tools for employees whose work requires frequent and extensive use. Such Village property is not for personal use and employees shall make every effort to use such property in a safe, non-abusive, efficient manner.

- A. Personal use of Village property without the expressed written consent of the Village President and Board of Trustees shall be grounds for discipline or termination.
 - 1. Vehicles owned by the Village and used by employees shall be subject to federal tax requirements.
 - 2. When using the Village's vehicles, employees should keep in mind that they are representatives of the Village government and that their conduct as drivers in adhering to the rules and regulations of the road is a reflection on the Village.
 - 3. Only authorized Village personnel are permitted to drive and/or be a passenger in a Village vehicle, unless a person is under police arrest or requires transport for official Village business.
 - 4. The use of Village vehicles outside of the Village limits for personal business is hereby prohibited, unless an employee is required to be outside the corporate limits on Village business and takes a meal break which is incidental to the primary purpose of being outside the Village limits. However, the Department Head may authorize specific uses of departmental vehicles outside of this policy if the best interest of the Village is served.

SECTION 9.5 - POLITICAL ACTIVITY. Employees may not engage in political activity while at work or on duty.

SECTION 9.6 - SOLICITATION, DISTRIBUTION OF PRINTED MATERIALS, SELLING AND PEDDLING AMONG EMPLOYEES.

- A. Unless authorized by the Department Head and approved by the Village Administrator, all solicitation among Village employees during working hours for charitable or any other purposes, and the selling of tickets, magazines or merchandise of any kind are prohibited. In addition, solicitation by any Village employee is not permitted during non-working time in areas where it will disturb other employees who are working.
 - 1. This restriction applies to all solicitations, distribution of printed materials, selling or peddling of every nature, whether by Village employees or non-employees.
 - 2. Distribution or circulation of printed material for personal reasons by any Village employee is not permitted in any work area or during any work time.

3. Solicitation or distribution of any printed materials by non-employees on behalf of any individual, organization, group, or society will not be permitted at any time on any Village property.
 4. The failure of any employee to comply with these rules will result in appropriate disciplinary action.
- B. Solicitation by Village employees after working hours shall be in accordance with the following guidelines:
1. Only auxiliary or supportive groups are allowed to sponsor a solicitation or fund raising activity. However, the name of the Village or the name of any Village department shall not be used in such solicitation or fund raising.
 2. Any such solicitation or fund raising program must be reviewed and approved by the Village Administrator or Department Head before it is initiated.

SECTION 9.7 - SEXUAL HARASSMENT.

A. PROHIBITION ON SEXUAL HARASSMENT

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VIII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village of Beecher to prohibit harassment of any person by any Village official, Village agent, Village employee or Village agency or office on the basis of sex or gender. All Village officials, Village agents, Village employees and Village agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

B. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

- 3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (*e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person".

C. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

1. *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

2. *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village Administrator, or the Village President.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Village will not be presumed to have knowledge of the harassment.

3. *Resolution Outside Village.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the Village. However, all Village employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the Village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

D. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No Village official, Village agency, Village employee or Village agency or office shall take any retaliatory action against any Village employee due to a Village employee's:

1. Disclosure or threatened disclosure of any violation of this policy,
2. The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purpose of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any Village employee that is taken in retaliation for a Village employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge – due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

E. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

In addition to any violation of State or federal law, the Village of Beecher reserves the right to pursue progressive discipline according to the terms of any collective bargaining agreement or the Village's personnel manual for Village employees that violate this policy. Appointed officials such as commissioners that violate this policy will be subject to censure or removal as determined by the Village President with advice and consent of the Village Board. Elected Officials found to be violating this policy will be subject to the provisions of State and federal law.

F. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable Village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. The Village may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

SECTION 9.8 - UNAUTHORIZED USE OF VILLAGE TAX-EXEMPT NUMBER. The unauthorized use of the Village's tax-exempt number for personal purchases or purchases which are not authorized by a supervisor, Department Head or the Village Administrator shall be considered a serious offense subject to immediate disciplinary action.

SECTION 9.9 - USE OF PETTY CASH. The Village has established three separate petty cash accounts for use by employees and appointed officials to conduct Village business and cover minor expenses which require the use of cash. These accounts may retain a monthly balance as follows:

| | |
|-------------------|-------|
| Village Hall | \$250 |
| Police Department | \$150 |
| Public Works | \$100 |

The Village Office Manager shall be the caretaker of the Village Hall and the Chief of Police shall be the caretaker of the Police Department petty cash account cash box and approve all expenditures regarding same. The Public Works Supt. shall be the caretaker of the Public Works petty cash account. A monthly ledger and petty cash voucher slip must be maintained by each caretaker and shall be subject to external audit review at any time. Petty cash shall be used for expenses that are directly related to the conduct of Village business such as:

- stamps, postage, cleaning, meeting and office supplies which are in immediate need and do not exceed \$50.00 per purchase.
- misc. small parts and office supplies purchased by Public Works which cannot be charged or invoiced.
- Village-related civic, association, league and community meetings as long as the expense does not exceed \$25.00 per person for each official or employee attending the meeting.
- mileage reimbursements which do not exceed \$25.00.

Any expense requiring immediate payment greater than \$51 and less than \$250 can be approved by the signature of the Chairperson of the Finance Committee. Any expense greater than \$250 requires official action of the Village Board.

Petty cash is not intended to be used for the following:

- entertainment expenses related to Association, League, and Village meetings such as golf outings, plays, gambling, movies, misc. excursions, etc. Any expense which includes an entertainment component with a separate cost must be approved by the Village Board.
- expenses incurred by the spouse or an associate of an employee or official which has not been previously approved by the Finance Committee and/or the Village Board.
- any item or postage cost which exceeds \$75.00 per purchase.

SECTION 9.10 - USE OF VILLAGE CREDIT CARD. The Village President, Village Clerk, Village Administrator, Lieutenant, and Chief of Police have been issued corporate credit cards by the Village for use in purchasing on-line items (internet), phone orders, fuel and vehicle allowances, and for conference expenses. These cards shall be used exclusively for Village-related purchases and shall not exceed a credit limit established per individual card at any one time. Abusive use of the credit card or use which does not conform with this policy shall be grounds for disciplinary action and elimination of credit card purchase privileges.

SECTION 9.11 - DRUG AND ALCOHOL ABUSE. The Village has adopted a separate drug and alcohol abuse policy for "Class A" (CDL) commercial license drivers employed by the Village as required by Federal law. These employees must obtain this separate policy from the Village Administrator and sign an acknowledgment form. In addition, a conviction of possession or use of any controlled substance by any employee or the determination that use or possession of a controlled substance occurred while the employee was on duty will not be tolerated and can be grounds for immediate termination. Consumption of alcohol on Village

property by a Village employee is also strictly prohibited. Any employee reporting to work under the influence of a controlled substance or alcohol shall be relieved of duty immediately on paid leave of absence by the immediate supervisor. The Department Head shall be notified and disciplinary procedures will apply. Also, the Village reserves the right to conduct breath tests, urinalysis and blood tests to determine if an employee is under the influence of a controlled substance or alcohol if management suspects such abuse is occurring while the employee is on duty. Failure to submit to such tests may result in disciplinary action or termination.

Any employee who is on prescribed medication which may cause impairment shall notify his or her supervisor of the use of the medication. Any prescribed medication brought to the workplace or on one's person during working hours shall be inside the original container for identification purposes.

SECTION 9.12 - USE OF VILLAGE MULTIMEDIA, COMPUTER AND INFORMATION SYSTEMS

- A. Policy Purpose. This Employee Computer and Information Usage Policy provides guidelines for responsible and appropriate use of information system facilities for the Village of Beecher. The intent of this Policy is to set forth specific guidelines regarding computer and information systems use and access to the same by Village employees. It is also the intent of this Policy to define acceptable and unacceptable usage and access to these computer and information systems, and to empower appropriate supervisors to make determinations, based upon the content of this Policy, that specific uses are acceptable or unacceptable, and to take all such action as is deemed appropriate. This Policy may be amended at any time to reflect changes in applicable law and/or Village policy regarding these matters.
- B. General Mission Statement. The Village of Beecher provides and maintains access for its employees to local, national and international sources of information and to provide an atmosphere that encourages sharing of knowledge, the creative process and collaborative effort to achieve the Village's public service missions. Access to the information system facilities owned and operated by the Village is a privilege, not a right, and must be treated as such by all users of these systems. The smooth operation of information systems requires proper conduct by its users. All users must act honestly and responsibly. All users must respect the rights of other information system users, respect the integrity of the physical facilities and controls, and comply with all pertinent license and contractual agreements related to the Village's information systems. All users shall act in accordance with these responsibilities, as well as applicable local, state and federal laws and regulations. Failure to conduct oneself in compliance with this Policy may result in denial of access to the Village's information systems and/or other appropriate disciplinary action.
- C. Definitions. For purposes of this Section 9.12, the following definitions shall apply:

1. "User" shall mean and include any employee or other person to whom the Village has provided access to its computer and information system, or any person who has contact with Village computer and information systems.

2. "Information Systems" shall mean and include computers, networks, servers and other similar devices that electronically process video, voice and data communications, which are administered by the Village and for which the Village is responsible, or which are utilized by a user on the Village premises.

3. "Electronic Communications" shall mean and include the use of electronic information systems in the communicating or posting of information or material by way of electronic mail, calendars, texting, snapchat, Twitter, or other such electronic tools and/or messaging systems.

4. "Obscene" shall mean material or matter that (1) an average person applying contemporary community standards would find the material, taken as a whole, predominantly appeals to the prurient interest or a shameful or morbid interest in nudity, sex, or excretion; and (2) the material depicts or describes, in a patently offensive way, sexual conduct specifically set out in prevailing local, state or federal law; and (3) the material, taken as a whole, lacks serious business value.

D. Unacceptable Uses. Unacceptable use of the Village information systems includes, but is not necessarily limited to, the following:

1. Attempting to modify, remove or interface with information system equipment, software or peripherals without proper authorization from duly designated and appropriate Supervisors.

2. Accessing, without proper authorization, information system hardware, software, information or networks to which the Village belongs, regardless of whether such access takes place on or off of Village property or premises.

3. Use of authorization mechanisms of another user to gain access to the Village's information systems.

4. Providing personal authorization mechanisms to another user to provide that user with access to resources that he/she is not permitted to access. It shall be the responsibility of each user to make every reasonable effort to prevent another person from obtaining his/her authorization mechanisms without permission from duly designated and appropriate Supervisor.

5. Taking actions which interfere with the access of others to information systems.

6. Circumventing logon or other applicable security measures.
7. Using information systems for any illegal or unauthorized purpose.
8. Excessive personal use of information systems or electronic communications for activities unrelated to the business operations of the Village and the specific job duties of the user as determined by a supervisor.
9. Sending any fraudulent electronic communication.
10. Violating any software license or copyright, including installation, copying or redistributing copyrighted software, without the written authorization of the software owner and permission of duly designated and appropriate Supervisor.
11. Disclosing proprietary or confidential information without the express authorization of a duly designated and appropriate Supervisor.
12. Accessing other users' information or files without permission of duly designated and appropriate Supervisor.
13. Forging, fraudulently altering or falsifying, or otherwise misusing Village information system records.
14. Knowingly launching a computer worm, computer virus or other rogue program.
15. Downloading or posting illegal or damaging material into the Village information systems.
16. Transporting illegal or damaging material across a Village information network.
17. Accessing, downloading, printing, storing, forwarding, transmitting or distributing material that is indecent, obscene, discriminatory, malicious, intimidating, hostile, harassing, threatening, contains racial slurs, or offensively addresses someone's age, sexual orientation, religion, national origin or disability.
18. Use of Village information systems for any partisan political purpose.
19. Violating any state or federal law or regulation in connection with use of any information system.
20. Altering or otherwise changing user authorization mechanisms (i.e. passwords) without the express permission of a duly designated and appropriate Supervisor.

E. No Expectation of Privacy. The Village of Beecher owns and operates all technology equipment utilized for the conduct of the Village's business. The maintenance, operation, and security of information system resources require the Village to monitor and access its information systems. The Village will monitor all communications made using its information systems, including, but not limited to, electronic mail communications. Employees have no expectation of privacy regarding the use of and access to the Village's computer and information systems or equipment. The Village, at all times, reserves the right to enter, search and inspect the electronic mail and computer files of any employee, without advance notice, for business purposes. Employee consent with the Village's right to enter, search and inspect its computer systems shall be a condition of employment. In the event of suspected abuse of information system resources or suspected violations of this or other policies of the Village or suspected violations of law, the Village may:

1. access all user information and files necessary to investigate the suspected abuse of violation;
2. make any information and/or files available in any resultant or related grievance or disciplinary proceeding, to law enforcement agencies, or to courts or other governmental bodies; and
3. suspend the user's access to information system resources pending the outcome of the investigation or any resultant proceeding.

F. Form of Electronic Communications. Creation of electronic communications including, but not limited to, electronic mail communications, shall be treated with the same care and formality as written, non-electronic communications. Although electronic mail may be deleted, it can be retrieved from hard-drives. Electronic mail may also be subject to disclosure under the Illinois Freedom of Information Act, as amended from time to time. Attachments to electronic mail are considered part of the electronic mail.

SECTION 9.13 - ELECTRONIC MAIL ("E-MAIL") RETENTION POLICY. The purpose of this policy is to establish an e-mail policy for all municipal offices that create, use, and manage e-mail as part of the daily transaction of business. Additionally, this policy will set forth some general guidelines as to what constitutes a "public record."

To establish guidelines that will promote the effective capture, management, and retention of e-mail messages which are public records in compliance with records retention requirements. This policy is not intended to discourage the use of e-mail to conduct municipal business, but rather to establish a framework for its proper use as a communications tool. E-mail can still function as a viable, efficient means to conduct municipal business. Consistency, predictability,

and reliability in the manner in which the e-mail system is used and in which public records are maintained within the municipality, are the primary focuses of this policy.

All municipal records should be inventoried and analyzed for administrative, legal, financial and historical values to ensure that:

1. Valuable records are adequately preserved; and
2. Non-records and obsolete records are destroyed in accord with authorized records retention schedules and after approval is received from the Local Records Commission.

This policy applies to all e-mail and e-mail attachments circulated within the municipality.

- A. E-mail messages are text documents which are created, stored, and delivered in an electronic format. As such, e-mail messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.
- B. Non-record messages are e-mail messages that do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt. Rather, they are informal communications that are similar to communications during telephone conversations or conversations in an office hallway. Generally, non-record messages are short-lived, with no historical significance or public importance, and need not be retained after they have fulfilled their purpose. Examples include:
 1. Routine requests for information or publications which require no administrative action, policy decision, or special compilation or research, and copies of replies.
 2. Originating office copies of letters of transmittal that do not add any information to that contained in the transmitted material.
 3. Quasi-official notices including memoranda and other records that do not serve as the basis of official actions (i.e., holiday notices, meeting confirmations, etc.).
- C. Records retention schedules are listings of agency records and how long they must be retained.
E-mail use within the municipality shall be used for official business only.

Users should take note that the information generated on e-mail may be a public record subject to public inspection.

Generally, e-mail messages are temporary communications which are non-vital and may be discarded routinely. However, depending on the content of the e-mail, it may be considered public record. Accordingly, employees have the same responsibilities for e-mail messages as they do for any other public record and must distinguish between records and non-record information.

Non-record messages should be deleted from files as soon as they have fulfilled their purpose. These are records that are not required to be kept under law or whose preservation is not necessary or convenient to conduct municipal business. On the other hand, messages determined by users to be records should be properly preserved and disposed of as specified in the municipality's approved records retention schedule. Examples of messages considered to be records might include policy documents or contract related documents.

Messages and attachments should be reviewed at minimum every 15 days and, if they are determined to be records, printed fully (including time, date, sender and receiver) and retained in paper format.

Factors to consider in deciding whether a document is a record are:

- 1) In connection with the transaction of public business (this eliminates all e-mails which do not relate to public business, i.e., personal notes, etc.)
- 2) Official documentary material (a draft of a letter vs. the letter itself)
- 3) Is the material "appropriate for preservation by such agency or officer, or any successor thereof, as evidence of the organization, function, policies, decisions, procedures, or other activities thereof, or because of the informational data contained therein"? These would eliminate the necessity of keeping documents which do not reflect the official actions of the municipality, but rather the comments or actions of individuals which reflect not the policy of the municipality but the thought of the individual.
- 4) Does the document have any historical significance? Is the document evidence of the function, policies, decisions, procedures or other activities of the municipality or of just an individual?
- 5) Even if a document is a record it need not be kept forever. The LRA sets up timetables within which records may be destroyed. Each municipality should refer to its own Records Retention Schedule to determine how long a particular record must be retained. If a Records Retention Schedule does not yet exist, the Local Records Commission should be contacted by the municipality in order to gain assistance in:

- a. creating an inventory of the documents that exist within the municipality;
 - b. determining the amount of time each category of records must be retained;
and
 - c. obtaining approval of the retention periods assessed to each record.
- 6) Are the records duplicative? Only one copy need be retained.

NOTE: A public record that is stored and accessible after this time is still a public record and must be produced upon request, if it does not fall within one of FOIA's exemptions. Accordingly, a systematic deletion program that eliminates obsolete documents should be implemented in conjunction with the system administrator.

EXAMPLES OF E-MAILS THAT GENERALLY CONSTITUTE PUBLIC RECORDS:

E-mail created or received by municipal employees in connection with municipal business

E-mail that facilitates action, such as initiating, authorizing or completing a transaction in connection with municipal business

EXAMPLES OF E-MAILS THAT GENERALLY DON'T CONSTITUTE PUBLIC RECORDS:

Personal e-mail messages and announcements not related to municipal business

Copies or extracts of documents e-mailed for convenience or reference

Internal e-mails created by employees on work-related topics which do not facilitate action (i.e., cover notes, etc.)

EXAMPLES OF E-MAILS THAT MAY CONSTITUTE PUBLIC RECORDS:

E-mail that provides substantive comments on an action taken by the municipality (i.e., comments add to a proper understanding of the execution of the final municipal action)

E-mail providing documentation of significant official decisions and commitments reached orally and not otherwise documented in the municipality's files

If an e-mail does fall within the definition of a public record it may not be deleted, except as provided in the municipality's record retention schedule. Further, these e-mails should be reviewed prior to release under FOIA so that any exempt information contained in them may be deleted or redacted. Finally, if the e-mail falls within one of the exemptions (i.e., protected by attorney-client privilege), it need not be produced.

If in doubt as to whether an e-mail message is a public record or contains exempt information, contact the municipal attorney.

Where e-mail communication is between a sender and a recipient, the sender's copy is designated as the copy of record. In other words, it is the sender's copy to which any retention requirements should apply. All other copies are merely "duplicates" and can be disposed of at will. Cases where this principle does not apply include e-mail received from other agencies or from the public.

SECTION 9.14 - SOCIAL MEDIA POLICY. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the Village and its related departments/boards/commissions may consider using social media tools to reach a broader audience. The Village encourages the use of social media to further Village goals and the missions of its departments, where appropriate. This policy establishes guidelines for the use of Village social media. Departmental regulations shall supercede this policy.

1. PROFESSIONAL USE

- A. All official Village-related communication through social media outlets should remain professional in nature and should always be conducted in accordance with the Village's communications policy, practices and expectations. Employees must not use official agency social media for political purposes, to conduct private commercial transactions, or to engage in private business activities.
- B. Village employees should be mindful that inappropriate use of official Village social media sites can be grounds for disciplinary action. If social media sites are used for official Village business, the entire Village site, regardless of any personal views, is subject to best practices guidelines and standards and statutory law concerning freedom of information and open meetings.
- C. Only individuals authorized by the Village may publish content to a Village site.

2. PERSONAL USE

- A. Village employees may not post, transmit or otherwise disseminate any information to which they have access as a result of their employment; make any statements, speeches, appearances, and endorsements; or publish materials that could reasonably be considered to represent the views or positions of the Village without express authorization from their supervisor.

3. OVERSIGHT AND ENFORCEMENT

- A. Employees/board members/commission members representing the Village through social media outlets or participating in social media features on Village websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in Village social media sites
- B. Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms.
- C. Village employees recognize that the content and messages they post on social media sites are public and may be cited as official Village statements. Social media should not be used to circumvent other agency communication policies.
- D. Village employees may not publish information on Village social media sites that include:
 - 1. Confidential information
 - 2. Copyright violations
 - 3. Profanity, racist, sexist, or derogatory content or comments
 - 4. Partisan political views
 - 5. Commercial endorsements or SPAM
 - 6. Statements or actions which are in conflict with official Village policy.

4. RECORDS RETENTION

Official Village social media sites contain communications sent to or received by the Village and its employees and such communications are therefore public records subject to the Freedom of Information Act (FOIA). These retention requirements apply regardless of the form of the record (digital text, photos, audio, and video). The Department maintaining a site shall preserve records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- A. Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- B. Social media records are maintained in an authentic format along with complete metadata.
- C. Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- D. Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
- E. Each employee who administers one or more social networking sites on behalf of the Village has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

5. MODERATION OF THIRD PARTY CONTENT

- A. All published Village social media content is subject to monitoring.
- B. User-generated posts will be rejected or removed, if possible, when the content of a post:
 - 1. Is off-subject or out of context
 - 2. Contains obscenity or material that is offensive or of a sexual nature
 - 3. Contains personal identifying information or sensitive personal information
 - 4. Contains offensive terms that target protected classes
 - 5. Is threatening, harassing or discriminatory
 - 6. Incites or promotes violence or illegal activities
 - 7. Contains information that reasonably could compromise public safety
 - 8. Advertises or promotes a commercial product or service, or any entity or individual
 - 9. Promotes or endorses political campaigns or candidates

6. PUBLIC RECORDS LAW

Village social media sites are subject to applicable public records laws. Any content maintained in a social media format related to Village business, including communication posted by the Village and communication received from citizens, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

SECTION 9.15 - SMOKING ON VILLAGE PROPERTY. It shall be unlawful for any employee to smoke inside any Village building or inside any Village vehicle or within fifteen (15) feet of any entrance to any Village building as required by State law.

SECTION 9.16 – COLLECTION, USE AND COMMUNICATION OF SOCIAL SECURITY NUMBERS. This Policy for the Collection, Use and Communication of Social Security Numbers is established to comply with 5 ILCS 170/1 et seq. (Public Act 096-0874) of the State of Illinois and known as the Identity Protection Act (the “Act”).

1. Definitions.

“Person” means any individual in the employ of the Village of Beecher.

“Policy” means Policy for the Collection, Use, and Communication of Social Security Numbers for the Village of Beecher.

“Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

“Village” means the Village of Beecher, Will County, Illinois, a municipal corporation.

2. Prohibited Activities.

A. No officer or employee of the Village shall do any of the following:

1. Publicly post or publicly display in any manner an individual’s social security number.
2. Print an individual’s social security number on any card required for the individual to access products or services provided by the Village.
3. Require an individual to transmit a social security number over the Internet, unless the connection is secure or the social security number is encrypted.
4. Print an individual’s social security number on any materials that is mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the social security number to be on the document to be mailed. Notwithstanding any provision in this Section to the contrary, social security numbers may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the social security number. A social security number that may permissibly be mailed under this Section may not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or may be visible on an envelope without the envelope having been opened.
5. Collect, use, or disclose a social security number from an individual, unless:
 - a. Required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that officer’s or employee’s duties and responsibilities;
 - b. The need and purpose for the social security number is documented before collection of the social security number; and
 - c. The social security number collected is relevant to the documented need and purpose.
6. Require an individual to use his or her social security number to access an Internet website.

7. Use the social security number for any purpose other than the purpose for which it was collected.
8. Encode or embed a social security number in or on a card or document, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology.

B. The following activities are exempt from the prohibitions in Section 2.1. above

1. The disclosure of social security numbers to agents, employees, contractors, or subcontractors of the Village or disclosure to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the Village to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the officer or employee of the Village must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Policy to protect an individual's social security number will be achieved.
2. The disclosure of social security numbers pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of social security numbers in order to ensure the safety of: Village employees, persons committed to correctional facilities, local jails, and other law enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a Village facility.
4. The collection, use, or disclosure of social security numbers for internal verification or administrative purposes.
5. The collection or use of social security numbers to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit such as a pension benefit or an unclaimed property benefit.
6. The collection, use, or disclosure of a social security number as required by State or federal law, rule, or regulation.
7. The publicly posting or publicly displaying of documents that are required to be open to the public under any State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois.

C. Any standards of the Village for the collection, use, or disclosure of social security numbers that are stricter than the standards under the Act with respect to the protection of those social security numbers, then, in the event of any conflict with the provisions of this Policy, the stricter standards adopted by the Village shall control.

3. Public Inspection and Copying of Documents

Notwithstanding any other provision of this Policy to the contrary, all officers and employees of the Village must comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. All officers and employees of the Village must redact social security numbers from the information or documents.

4. Identity Protection Requirements

- A. All officers, employees and agents of the Village identified as having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training shall include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
- B. Only officers and employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
- C. Social security numbers required from an individual shall be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- D. When collecting a social security number or upon request by the individual, a statement of the purpose or purposes for which the Village is collecting and using the social security number shall be provided in a similar form as the Village of Beecher Statement of Purpose form attached hereto.

5. Training.

The Village shall advise its employees of the existence of this Policy and provide a copy of the Policy to each employee or officer who has access to social security numbers, and shall also make this Policy available to all other employees, officers, and members of the public, upon request. If the Village amends this Policy, then the Village shall also advise its employees of the existence of the amended policy and make a copy of the amended policy available to each employee. The Village Administrator and Clerk shall periodically explain and train the employees of the Village as to the contents of this Policy. New employees of the Village shall be required to review this Policy as part of their initial training. Access to social security numbers will be limited to employees with a "need to know" as a part of their job function. Employees who leave employment of the Village shall no longer have access to personal identifying customer information.

6. Security of Social Security Numbers.

All paper documents or files, as well as CDs, floppy disks, zip drives, tapes, backups, and other media containing social security numbers will be stored in a locked file cabinet or cabinets or will be stored in a locked room. Social security information will be kept in locked file cabinets except when an employee is working on the information. Employees are not to leave such information on their desks in plain view when they are away from their workstations. At the end of the day, employees will put files containing social security numbers information away in offsite cabinets. To the extent the Village maintains social security numbers information in offsite storage facilities, access to such facilities will be limited to employees needing access to such information. The Village shall take appropriate measures to assure that social security numbers information contained on computers in the Village's offices or on laptops of the Village will be reasonably protected through such measures as passwords, encryption, firewalls, and the like.

7. Disposal and Destruction of Documents and other Media containing Social Security Number

Documents and other electronic media containing social security numbers shall be disposed according to law and in a manner to assure the safeguarding of such information by shredding, incineration, permanent deletion, or other appropriate method based upon the media the social security numbers are contained on.

8. Violation.

Any person who intentionally violates the Act shall be guilty of a Class B misdemeanor. In addition to criminal prosecution, a person who violates this Policy is subject to a fine or \$100.00 for the first violation and a fine of \$500.00 for each violation thereafter. In addition, employees who are found to violate this policy shall be subject to the provisions of Section 10.2 – Serious Misconduct of this manual, regardless of whether they are convicted of a statutory offense.

SECTION 9.17 – FIREARMS. – All employees, with the exception of sworn employees, shall not possess or carry any firearm while on duty with the Village.

ARTICLE X

EMPLOYEE DISCIPLINE

SECTION 10.1 - DISCIPLINARY ACTION - MINOR MISCONDUCT.

- A. Any action in which the employee's supervisor, Department Head or Village Administrator deems to be minor misconduct will result in a verbal or written reprimand. All written reprimands shall be placed in both the employee's departmental file and the Village's personnel file. Employees have the right to appeal written reprimands explaining their position on the matter. All documentation relating to formal disciplinary action will be kept on file for at least two years following the termination, resignation, or retirement of an employee.
1. Actions, such as occasional tardiness, lengthy meal and rest breaks, and other minor breaches of Village policy will be considered as minor misconduct. First offenses in these circumstances will usually be considered as minor; however, frequent violations or the intent of the act may be considered as serious. The Village reserves the right at all times to determine the type of misconduct and the degree of discipline provided.

SECTION 10.2 - DISCIPLINARY ACTION - SERIOUS MISCONDUCT.

- A. Any action which the employee's supervisor, Department Head, or Village Administrator deems to be serious misconduct will result in the suspension without pay of the employee who committed the misconduct. A Department Head, a Department Head's designee, or the Village Administrator can suspend an employee without pay under their jurisdiction for a period of up to five (5) work days. The employee being suspended shall turn over all Village property in his or her possession at the time the suspension commences and will not be permitted to enter the work area during the period of the suspension. Before a suspension occurs, the employee shall be entitled to an administrative hearing with either the employee's supervisor, Department Head or Village Administrator at which time the employee will be served notice of the charges being made against him or her and the notice of pending suspension. The employee will be given an opportunity to explain his or her side of the story at this time. The employee may also waive his or her right to an administrative hearing by accepting the suspension without an explanation. The Village Administrator shall be notified of all suspensions.
1. If it is determined that a suspension of more than five (5) days is warranted, the Village Administrator, the employee's Department Head, the employee's supervisor, and the Village President (or a Village Trustee designated by the Village President) shall conduct an administrative hearing. The employee will first be suspended without pay and be given formal written notice of the charges against him or her and a notice of pending suspension without pay and notice of hearing. Such hearing shall occur no sooner than forty-eight (48) hours after notice is provided but no later than five (5) business days from the date of notice, unless both parties agree to an

extension of time. At the hearing, the employee will be granted an opportunity to explain his or her story. A decision regarding a suspension without pay and the length of the suspension will then be made.

Credit may be given for time served. Suspensions shall generally be limited to a period of no more than ninety (90) days. The Village reserves the right to discharge the employee if, in the judgment of the Village President upon consent of the Board of Trustees, the conduct for which the employee was suspended warrants the employee's discharge. If it is determined that dismissal may be warranted as a result of the administrative hearing, the employee will be notified of a second hearing before the President and Board of Trustees.

2. Suspensions, like all other disciplinary matters, are subject to the grievance procedure as outlined in Section 10.5. However, the employee must serve a suspension without pay for the assigned period prior to filing a grievance. If a grievance is found to be valid, the Village may reimburse the employee for the lost time and provide back-pay.

SECTION 10.3 - DEMOTIONS. A Department Head, with the concurrence of the Village Administrator, may demote an employee to a lower paid job classification if he or she deems the employee is not meeting the job requirements of the employee's present position, or if at the request of the employee.

1. Employees on probation as a result of a promotion to a higher classification whose performance in the higher classification is deemed unsatisfactory by the Department Head during the probationary period generally will be returned to the classification and pay step from which they were promoted or will be placed in another available position.
2. When an employee is demoted, the employee will receive the salary in the classification to which the employee is demoted.
3. The Department Head generally will try, insofar as he or she deems possible, to give employees notice of at least three days before demoting the employee. Employees who have satisfactorily completed their probationary period in the position from which they are promoted may appeal their demotion in accordance with the grievance procedure set forth in this Manual.

SECTION 10.4 - GRIEVANCE PROCEDURE. The Village recognizes that every non-probationary employee of the Village has a right to be treated fairly in all matters arising out of their employment with the Village. It is further recognized that it is in the best interests of the employees and the Village that each non-probationary employee have the opportunity to be heard fully at any time that he or she feels that this right to fair treatment has been violated. It is the Village's policy that there be at all times full and free discussion of employment matters between employees and supervisory personnel, since many grievances are the result of misunderstandings and lack of communication. However, the Village retains the rights in accordance with the applicable law to do the following:

- A. direct employees of the Village in performance of their duties;
- B. hire, promote, transfer, assign and retain employees in positions within the Village and to suspend, demote, discharge or take disciplinary action against such employees for just cause;
- C. take the necessary means to achieve the proper purposes of the Village in emergency situations.

In addition, a grievance filed by an employee must:

- A. be clearly defined and within control of the Village President and Board of Trustees;
- B. arise out of an act or failure to act by the management of the Village and be directly related to the working conditions or to the employment relationship;
- C. state the relief being sought and such relief must be within the authority of the Village to grant.

If an employee has any complaints or grievances that are within the criteria as stated above, the employee must act as follows:

STEP 1: The employee must submit a short written notice of grievance describing the complaint to his or her supervisor within three (3) business days of the time the employee first became aware or should have become aware of the incident or situation giving rise to the grievance. If the grievance is pertaining to a suspension, the employee shall submit the grievance within three (3) business days after completion of the suspension period. The employee's immediate supervisor will, within three (3) business days of receipt of the written notice of grievance, meet with the employee to discuss the problem. If the employee is satisfied with the solution offered by his/her immediate supervisor, the grievance is ended.

If a supervisor fails to meet with the employee, the employee then must, within ten (10) business days of originally submitting the grievance, proceed to Step 2 of the grievance procedure, or the grievance is ended. If a grievance is the result of a disciplinary action taken by a Department Head, the employee may immediately proceed to Step 2.

STEP 2: If the employee is not satisfied with the solution offered by his/her supervisor, the employee must, within three (3) business days of meeting with his/her supervisor, make a written request to the employee's Department Head for a meeting to discuss the problem. The Department Head will attempt to meet with the employee within five (5) business days of receiving the written request. The Department Head generally will attempt to respond to the concerns expressed by the employee in this meeting within five (5) business days of the meeting. If the employee is satisfied with the response offered by the Department Head, the grievance is ended.

If a Department Head fails to meet with the employee, the employee then must, within ten (10) business days of submitting the written request for a meeting with the Department Head, proceed to Step 3 of the grievance procedure or the grievance is ended. If the Department Head fails to provide a response after meeting with the employee, the employee then must, within five (5) business days of meeting with the Department Head, proceed to Step 3 of the grievance procedure or the grievance is ended.

STEP 3: If the employee has completed steps 1 and 2 of the grievance procedure and still is not satisfied, the employee must, within three (3) business days of receiving written notification of the Department Head's response, submit in writing a request for a meeting with the Village Administrator. The request must briefly set forth the substance of the employee's grievance. The Village Administrator as soon as is practicable, meet with the employee and thoroughly discuss the grievance. The Village Administrator then shall attempt to provide the employee with a written answer containing the Village Administrator's decision concerning disposition of the grievance within five (5) business days.

A. The Police Chief, with the concurrence of the Village Administrator, may extend the time requirement of the grievance procedure for Police personnel due to the unique nature of the work shift and work period in the Police Department.

STEP 4: If the employee is not satisfied with the decision of the Village Administrator, he may appeal such decision in writing to the Village President within ten (10) business days of the Administrator's decision. Action taken on this appeal is at the discretion of the Village President upon consent of the Board of Trustees. The decision of the Village President and Board of Trustees shall be final.

ARTICLE XI

ADMINISTRATIVE POLICIES

SECTION 11.1 - EMPLOYEE SUGGESTIONS. The Village is always desirous of providing a more efficient Village service and actively solicits the suggestions of all Village officials and employees. Employee suggestions should be submitted to the Department Head and/or Village Administrator. All suggestions shall be acknowledged in writing and will be given thorough consideration. If an employee's idea or suggestion is implemented, the employee will receive written recognition and a copy of this recognition shall be placed in the employee's personnel file.

SECTION 11.2 - TRAVEL POLICY. The Village will pay reasonable expenses for Department Heads and other employees who make trips on Village or professional business. Such expenses must be approved by the Department Head (or by the Village Administrator if the travel expense is for a Department Head).

A. The following travel expenses will not be paid by the Village: expenses incurred by spouses, hotel lodging within the Chicago metropolitan area, laundry and dry cleaning, entertainment, alcoholic beverages and personal telephone calls.

1. The Chicago metropolitan area in reference to the Village of Beecher consists of Cook, DuPage, Will, McHenry, Lake, Kane and Kankakee counties in Illinois and Lake County, Indiana.

2. The Village reserves the right to waive certain restrictions on travel expenses when situations warrant. For example, the Village will permit the reimbursement of lodging in the Chicago metropolitan area for certain circumstances or training sessions, if the lodging arrangement is approved by the employee's Department Head, Village Administrator and the committee chairperson. The cost of said lodging shall be determined and verified. Double occupancy of rooms will be encouraged.

B. Employees and Department Heads should, whenever possible, obtain receipts for expenses accrued on official business. Receipts are specifically required to obtain reimbursement for hotel accommodations, airline or travel charges, official conference fees, dinner charges and any other individual expenses. Receipts should be attached and submitted with an itemized expenses statement within five (5) business days after the travel expense was incurred. A per diem of up to \$10.00 for breakfast, \$15.00 for lunch and \$20.00 for supper will be provided as long as receipts are provided. If payment is requested in advance, receipts must still be turned in after the training to the Department Head for verification of the use of the per diem and any difference of the lesser amount expense must be returned to the Village in the form of a check or cash with a receipt for this payment being provided by the Office Manager to the employee. For example, if a request for \$45.00 in meals is being paid in advance of the training by the Village to the employee and actual receipts to verify the use of the per diem totals \$30.00, then \$15.00

shall be paid to the Office Manager and deposited back into the training account. A receipt for the payment shall be provided to the employee. Petty cash may also be used for meal expenses as long as such expenses do not exceed \$50.00, according to Section 9.9 of Personnel Manual.

1. If an employee uses his or her own personal vehicle for Village business and such use received prior approval of the employee's Department Head, then the employee shall be eligible to receive compensation for such use, based on mileage, at a rate as determined annually by the Village. For the purposes of this Manual, this rate is the cost per mile as determined by the Internal Revenue Service for that tax year. This compensation shall also require the approval of the Department Head.

C. In cases where a travel advance is required, a request must be made to the Chairperson of the Finance Committee with prior approval by the Department Head or Village Administrator in time for inclusion on the cash warrant for approval by the Village Board. The amount of the travel expense should be substantiated in advance by an estimate of the expenses which shall include, if possible, hotel and air fare costs.

SECTION 11.3 - UNIFORMS. Employees in certain departments are required to wear uniforms as assigned while on duty or acting as a representative of the Village. Departmental policy shall specify when uniforms and proper attire are necessary.

A. All employees are to maintain a neat appearance. It is particularly important that employees who meet the public make a neat, clean appearance at all times. Supervisors are directed to advise employees of improper appearance for the work in which we are engaged. Continued disregard of the Village's uniform policy may be cause for disciplinary action.

B. Full-time Police Officers shall receive \$700.00 annually and part-time Police Officers shall receive \$250.00 annually as a uniform allowance. Funds will be distributed upon documented receipt of uniform purchases.

C. All full-time Public Works employees shall wear attire which will visibly identify them as members of the Beecher Public Works Department. Full-time employees have two options for selection of uniforms. This selection may only occur on May 1st of each year or upon the first day of employment. These two options are as follows:

1. Employees may purchase and wear their own clothing as a uniform which shall meet the approval of the Supt. of Public Works for use while employed. Employees will be responsible for the washing and care of these items. All shirts and jackets shall be labeled with the name of the Village of Beecher or Beecher Public Works Department (i.e. insignia). Uniforms shall be purchased and utilized according to the quartermaster system established by the Superintendent and a fixed amount of allowance shall be provided to each employee per fiscal year according to the approved budget.

2. The use of a vendor for the use of uniforms which shall include the cost of maintenance/cleaning and replacement when necessary. The Village shall pay the vendor directly for such services for the employee. The selection of a vendor shall be made by the Supt. of Public Works with the approval of the Village Administrator.

D. From time to time, special purchases of clothing items may be made by the Village for use by employees, such as boots, rain gear, winter gear, etc. These items are the property of the Village and must be returned upon termination of employment.

SECTION 11.4 - IDENTIFICATION CARDS. All Police and Public Works personnel shall be issued photo identification cards as Village employees. The identification cards shall be used to identify the employee when purchasing items on behalf of the Village, contact with Village residents, etc. The card must be in the possession of the employee at all times while on duty. In addition, any off-duty Beecher Police Officer who is eligible and options to carry an off-duty weapon is required to carry his or her official identification or commission card, firearm owner's identification card (issued by the Illinois State Police) and badge at all times while carrying a firearm.

SECTION 11.5 - FALSE INFORMATION. A Department Head or the Village Administrator may take appropriate disciplinary action against any employee who knowingly provides false information for the use of sick leave and/or for the purpose of receiving sick leave pay for absences not authorized by these rules. Employees must realize that providing false information is considered a serious offense by the Village.

SECTION 11.6 - PERSONNEL RECORDS.

- A. All Village employees, past or present, may request to inspect any documents contained in the employee files, which relates to determining the employee's qualifications for employment, promotion, additional compensation, discharge or other disciplinary action. The request must be made to the Village Administrator through the employee's Department Head.
- B. The employee will not be permitted to remove any document from the employee's personnel file. However, the employee may request copies of the information contained in the employee's personnel file. Employees are expected to pay the expense for such copies.
- C. Should the employee disagree with the information contained in the employee's personnel file, a removal or correction of that information may be mutually agreed upon by the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position as to the disputed portion of the personnel record.

SECTION 11.7 - FAILURE TO WORK DUE TO EXCEPTIONAL CIRCUMSTANCES. During any type of exceptional natural emergency, as determined by the Village Administrator, (i.e., snow, flood, etc.) a Village employee should report to work unless specifically directed by his/her Department Head not to report. If an employee does not report

to work or is unable to report to work during such emergency without authorization from his/her Department Head, the hours lost will be deducted from either sick leave, vacation days, personal days, or from any other authorized accrued time off at the employee's discretion. If no such time is available to the employee, the hours lost will be deducted as time without pay.

SECTION 11.8 - FIRE CALLS. Employees who are volunteers of the Beecher Fire Department (with the exception of sworn Police Officers) shall be permitted to respond to all calls. If it is determined that such call involves station stand-by for the employee, the employee must return to work within fifteen (15) minutes of the call and will be permitted to respond to additional calls should they occur. In station stand-by situations, the employee shall not be required to leave the village limits. An employee shall make every effort possible to notify the Village Hall or the supervisor via radio or telephone of the call before responding to the call.

SECTION 11.9 - PAYMENT OF VILLAGE FEES. All employees or officials of the Village are required to make payment of any Village fee in the form of a check or personal money order in order to verify proof of payment and the ethical application of the Village's fee system to all citizens.

SECTION 11.10 - USE OF OFFICIAL VILLAGE DOCUMENTS. Any official records or documents of the Village are the property of the Village of Beecher. Records and documents, including cash, personnel files, letters and letterhead, ticket books, or any other Village property shall not be taken to an employee's home or used for an unintended purpose unless approval is granted by the Village Administrator. In addition, the unauthorized mailing or de-facing of Village records and documents is prohibited.

SECTION 11.11 - DAMAGE TO PERSONAL VEHICLES INSIDE VILLAGE BUILDINGS. The Village realizes that from time to time there is a need for employees to store a personal motor vehicle indoors on property owned by the Village during blizzards, snow removal operations, severe cold periods, acts of vandalism, etc. The use of Village facilities for personal motor vehicle storage is for the sole benefit of the employee and the Village receives no benefits or compensation from said use; therefore, the employee assumes all risk of loss, damage or injury by fire, leaking roof, vandalism or otherwise, to person or property by reason of the conditions of the Village premises or by reason of the management and control thereof. Furthermore, the employee shall hold the Village harmless and indemnify the Village against any and all liability, loss, damages, costs and expenses sustained by the employer or to any other person whomsoever caused from or as a result of the employee storing his or her motor vehicle in or upon property owned by the Village.

SECTION 11.12 - EMPLOYEE PARKING AT MUNICIPAL BUILDING. Parking for Police Officers is provided in the west parking lot of the municipal building and in the parking lot east of the Fire Station. Any employee reporting to work between the hours of 7:00 a.m. and 2:00 p.m. must park in the designated areas. The two parking spaces in front of the Police Station are designated for Police use. Evening and midnight shifts in the Police Department shall be permitted to park in front of the building unless directed to do otherwise.

SECTION 11.13 - VILLAGE EMERGENCY RESPONSE PLAN. All employees shall review a copy of the Village's Emergency Response Plan and become familiar with the role their position and department will play in the event of a disaster or civil unrest. In the event of a disaster declaration, the Village President shall reserve the right to waive any personnel policy to meet the needs of the emergency in the best interests of the Village.

SECTION 11.14 - SECURITY OF PUBLIC WORKS FACILITIES. It shall be the responsibility of each Public Works employee to secure the Public Works garage, water facilities and wastewater treatment plant when leaving the premises. All doors shall be locked when the buildings are not occupied and the keys to all equipment shall be secured in a lock box at the Public Works garage when the equipment is not in use. The Public Works yard gate shall be closed and locked during non-work hours. The Village Hall safe shall contain one set of keys to all buildings and equipment.

SECTION 11.15 - PUBLIC WORKS DUTY CALLS. All Public Works employees are expected to respond to calls for service from the duty man or a supervisor in a timely manner at any time during off duty hours unless the employee is on vacation, personal leave, or sick leave or makes prior arrangements with the supervisor.

The duty man or supervisor shall call the employee on the cellular device provided. If a response is not received, the employee shall be contacted at his home phone number. If a response is not received, the supervisor shall be notified and this failure to respond shall be placed in writing and given to the employee and placed in his or her personnel file. Three notices of failure to respond within a period of twelve months shall be grounds for severe discipline including termination.

In order to accommodate compliance with this policy, the Village has issued a cellular device to each Public Works employee. Employees shall report any lost, damaged or worn out cellular device immediately to their supervisor.

SECTION 11.16 - DUTY TO NOTIFY. All Departments of the Village must coordinate their efforts in order to serve the citizens of the Village of Beecher. To that end, it shall be the responsibility of the ranking Police Officer on duty between the hours of 4:30 p.m. and 7:30 a.m. weekdays and on weekends and holidays to notify the Public Works Department of a request for assistance. This request can be made directly to the Public Works Superintendent or through the dispatch center. The officer making the request shall log the date and time of the notification. It is then the duty of the Public Works personnel receiving the request for service to determine a course of action, if any, and notifying the Police Officer on duty of the action to be taken. If the officer does not receive a follow up response to a request for service or does not see the request being handled within a period of one hour of the initial request, a second call for service shall be made and duly logged. The Public Works Superintendent or Village Administrator can also be notified of this second request. Once the duty to notify has been satisfied, the Police Officer has no further obligation to the service request.

ARTICLE XII

SEPARATION FROM VILLAGE EMPLOYMENT

SECTION 12.1 - LAYOFFS AND RECALLS. Whenever it becomes necessary to reduce the number of employees in any given class, the Department Head concerned shall prepare, for the Village Administrator's approval, a list of those employees to be laid off or re-assigned.

- A. The Village will endeavor, so far as it deems possible, to transfer qualified employees to any available vacant position in another department, rather than lay them off.
 - 1. When the Village must lay off employees, Department Heads generally will, insofar as the Village deems possible, consider the following criteria:
 - a. An evaluation of each employee's skills, abilities, qualifications and work performance in relation to other employees in the class.
 - b. Seniority is controlling where skills, abilities, qualifications and performance factors are substantially equal.
- B. The Village will try, so far as it deems possible, to give preference to employees laid off due to a reduction in force in filling positions which subsequently open and for which the employee is qualified.
- C. In order to assist in the orderly and easy transition into other employment, the Village will attempt, so far as it deems possible, to give employees thirty (30) days notice of an impending reduction in force.
- D. Seniority shall be defined as an employee's length of continuous full time service with the Village of Beecher, excluding any unpaid leave of absence in excess of ninety (90) days.
- E. Employees in a class by virtue of promotional appointment, may request demotion to a class from which he/she was promoted in lieu of layoff.
 - 1. No employee so demoted shall displace a permanent or probationary employee except in the order of seniority, as defined above.

SECTION 12.2 - RETIREMENT. With the exception of Police Officers, governed by the Rules and Regulations Manual of the Police Department, an employee, regardless of age, is not required to retire unless the employee cannot physically or mentally perform the duties assigned to his/her position. An employee should inform his Supervisor or Department Head at least thirty (30) days prior to the date of his/her intended retirement, to permit proper time for the filing of necessary paperwork and for the search of a replacement.

SECTION 12.3 - RESIGNATION.

- A. Employees absent without leave authorization for more than three (3) consecutive work days shall be deemed to have resigned.
- B. Any employee wishing to leave the Village service in good standing shall file with the Department Head a written resignation stating the reason or reasons for leaving and giving at least 10 working days notice.
- C. Failure to comply with these procedures may be cause for denying the person future employment with the Village.
- D. The Department Head and/or Village Administrator shall notify the Village President and Board of Trustees of any resignation or termination of a full-time employee during open session of the first regular Village Board meeting following the notice of said resignation or termination. Disciplinary matters involving termination shall be discussed in executive session when so requested by Village staff or the Village Board.

Cover: Wordperfect: Patty: Personnel-Cover
Document: Word: Bob: My Files: Personnel Manual 2018
Resolution: Word: Bob: My Files: PERSONNELRES
Cover labels: Wordperfect: Patty: pers-man-labels
Wordperfect Patty: employeeNameLabels

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Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

Customer Proposal

Prepared for:

Village Of Beecher

Prepared by:

THOMAS SULLIVAN
Office: 815-464-9200

Date: 03/27/2018

Vehicle: 2019 F-250 XL

4x4 SD Super Cab 6.75' box 148" WB SRW

Quote ID: beecher1



B 554.10



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)
Price Level: 915 Quote ID: beecher1

Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp

TorqShift-G 6 speed automatic w/OD

- * Rear locking differential driver selectable
- * Brake assistance
- * LT 275/70R18 E BSW AT S-rated tires
- * Firm suspension
- * Air conditioning
- * AM/FM stereo with seek-scan, MP3 decoder, auxiliary audio input, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecurILock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Running boards
- * Class V hitch
- * Rear axle capacity: 6200 lbs.
- * Rear spring rating: 6340 lbs.
- * Frame Yield Strength 50000 psi

Exterior:Oxford White
Interior:Medium Earth Gray

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 18 x 8 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Audio control on steering wheel
- * Front axle capacity: 6000 lbs.
- * Front spring rating: 5600 lbs.
- * Frame section modulus: 10.7 cu.in.
- * Cab to axle: 39.9"

Fuel Economy



City
N/A

Hwy
N/A

Selected Options

| STANDARD VEHICLE PRICE | MSRP |
|--|-------------|
| Order Code 600A | \$38,115.00 |
| Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel | Included |
| Transmission: TorqShift-G 6-Spd Auto w/SelectShift | Included |
| GVWR: 10,000 lb Payload Package | Included |
| 148" Wheelbase | STD |
| Monotone Paint Application | STD |
| 50-State Emissions System | STD |
| Oxford White | N/C |
| Medium Earth Gray | N/C |
| Cloth 40/20/40 Split Bench Seat | \$100.00 |
| Electronic-Locking w/3.73 Axle Ratio | \$390.00 |
| Tires: LT275/70Rx18E BSW A/T (4) | \$165.00 |
| STX Appearance Package | \$1,690.00 |
| Radio: AM/FM Stereo/MP3 Player | Included |
| SYNC Communications & Entertainment System | Included |
| Bright Chrome Grille | Included |
| Bright Chrome Hub Covers & Center Ornaments | Included |
| Chrome Front Bumper | Included |
| Chrome Rear Step Bumper | Included |
| Steering Wheel-Mounted Cruise Control | Included |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Village Of Beecher
By: THOMAS SULLIVAN Date: 03/27/2018



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)
Price Level: 915 Quote ID: beecher1

| | |
|--|----------|
| Wheels: 18" Sparkle Silver Painted Cast Aluminum | Included |
| Transfer Case & Fuel Tank Skid Plates | Included |
| LED Roof Clearance Lights | \$95.00 |
| Tough Bed Spray-In Bedliner | \$540.00 |
| Trailer Brake Controller | \$270.00 |
| Power Equipment Group | \$915.00 |
| Accessory Delay | Included |
| Manual Telescoping/Folding Trailer Tow Mirrors | Included |
| Advanced Security Pack | Included |
| Power Locks | Included |
| Power Tailgate Lock | Included |
| Power Front & Rear Seat Windows | Included |
| Remote Keyless Entry | Included |
| FX4 Off-Road Package | \$400.00 |
| Hill Descent Control | Included |
| Off-Road Specifically Tuned Shock Absorbers | Included |
| Unique FX4 Off-Road Box Decal | Included |
| Snow Plow Prep Package | \$185.00 |
| Extra Heavy-Duty 200 Amp Alternator | Included |
| 110V/400W Outlet | \$75.00 |
| Upfitter Switches (6) | \$165.00 |

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Prepared for: Village Of Beecher
By: THOMAS SULLIVAN Date: 03/27/2018



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)
Price Level: 915 Quote ID: bescher1

| | |
|--|--------------------|
| Rear CHMSL Camera | \$200.00 |
| Platform Running Boards | \$445.00 |
| Front & Rear Wheel Well Liners (Pre-Installed) | \$325.00 |
| Front Splash Guards/Mud Flaps (Pre-Installed) | \$130.00 |
| Rear Splash Guards/Mud Flaps (Pre-Installed) | N/C |
| <hr/> | |
| SUBTOTAL | \$44,205.00 |
| Destination Charge | \$1,295.00 |
| <hr/> | |
| TOTAL | \$45,500.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Village Of Bescher
By: THOMAS SULLIVAN Date: 03/27/2018



Currie Commercial Center
 10125 W. Laraway, Frankfort, Illinois, 60423
 Office: 815-464-9200

2019 F-250, SD Super Cab
 4x4 SD Super Cab 6.75' box 148" WB SRW
 XL(X2B)
 Price Level: 915 Quote ID: beecher1

Selected Options

| Code | Description | MSRP |
|------------------------------|--|-------------|
| Base Vehicle | | |
| X2B | Base Vehicle Price (X2B) | \$38,115.00 |
| Packages | | |
| 600A | Order Code 600A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Flex-Fuel badge on fleet orders only. - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package | N/C |
| Powertrain | | |
| 996 | Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex-Fuel badge on fleet orders only.</i> | Included |
| 44S | Transmission: TorqShift-G 6-Spd Auto w/SelectShift | Included |
| X3E | Electronic-Locking w/3.73 Axle Ratio | \$390.00 |
| STDGV | GVWR: 10,000 lb Payload Package | Included |
| Wheels & Tires | | |
| TDX | Tires: LT275/70Rx18E BSW A/T (4) | \$165.00 |
| 648 | Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> | Included |
| Seats & Seat Trim | | |
| 1 | Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> | \$100.00 |
| Other Options | | |
| 148WB | 148" Wheelbase | STD |
| 17S | STX Appearance Package | \$1,690.00 |

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Prepared for: Village Of Beecher
 By: THOMAS SULLIVAN Date: 03/27/2018



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X2B)
Price Level: 915 Quote ID: beecher1

Selected Options (cont'd)

| Code | Description | MSRP |
|-------|---|----------|
| | <p><i>Includes STX fender vent badge.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Radio: AM/FM Stereo/MP3 Player <i>Includes 6-speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Bright Chrome Grille - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control - Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> | |
| 90L | <p>Power Equipment Group</p> <p><i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Accessory Delay - Manual Telescoping/Folding Trailer Tow Mirrors <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry | \$915.00 |
| 17X | <p>FX4 Off-Road Package</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Hill Descent Control - Off-Road Specifically Tuned Shock Absorbers <i>Includes front/rear.</i> - Transfer Case & Fuel Tank Skid Plates - Unique FX4 Off-Road Box Decal | \$400.00 |
| 473 | <p>Snow Plow Prep Package</p> <p>REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).</p> <p><i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Extra Heavy-Duty 200 Amp Alternator | \$185.00 |
| 41P | <p>Transfer Case & Fuel Tank Skid Plates</p> | Included |
| 52B | <p>Trailer Brake Controller</p> <p><i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i></p> | \$270.00 |
| 18B | <p>Platform Running Boards</p> | \$445.00 |
| 873 | <p>Rear CHMSL Camera</p> <p><i>Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light and rear video camera.</i></p> | \$200.00 |
| 592 | <p>LED Roof Clearance Lights</p> | \$95.00 |
| 85S | <p>Tough Bed Spray-In Bedliner</p> <p><i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i></p> | \$540.00 |
| PAINT | <p>Monotone Paint Application</p> | STD |

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By: THOMAS SULLIVAN Date: 03/27/2018



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X2B)
Price Level: 915 Quote ID: beecher1

Selected Options (cont'd)

| Code | Description | MSRP |
|-----------------------------|--|------------|
| 43C | 110V/400W Outlet REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i> <i>Includes:</i> - Extra Heavy-Duty 200 Amp Alternator | \$75.00 |
| 66S | Upfitter Switches (6) REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i> <i>Includes:</i> - Extra Heavy-Duty 200 Amp Alternator | \$165.00 |
| 585_ | Radio: AM/FM Stereo/MP3 Player <i>Includes 6-speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> | Included |
| 61N | Front & Rear Wheel Well Liners (Pre-Installed) <i>Custom accessory.</i> | \$325.00 |
| 61S | Front Splash Guards/Mud Flaps (Pre-Installed) <i>Custom accessory.</i> | \$130.00 |
| 62S | Rear Splash Guards/Mud Flaps (Pre-Installed) <i>Custom accessory.</i> | N/C |
| Emissions | | |
| 425 | 50-State Emissions System | STD |
| Interior Colors | | |
| 1S_02 | Medium Earth Gray | N/C |
| Primary Colors | | |
| Z1_01 | Oxford White | N/C |
| Upfit Options | | |
| R-001 | Rust Proofing | \$395.00 |
| P-01 | Municipal Plates/Title-Shipped | \$203.00 |
| L-0012 | Lindco Quote | \$8,296.00 |
| <i>Quote Number: 180344</i> | | |

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2019 F-250, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X2B)
Price Level: 915 Quote ID: beecher1

Selected Options (cont'd)

| Code | Description | MSRP |
|--------------------|-------------|-------------|
| SUBTOTAL | | \$53,099.00 |
| Destination Charge | | \$1,295.00 |
| TOTAL | | \$54,394.00 |

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2019 F-250, SD Super Cab
 4x4 SD Super Cab 6.75' box 148" WB SRW
 XL(X2B)
 Price Level: 915 Quote ID: beecher1

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36000 miles Months 36 months

Powertrain

Distance 60000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60000 miles Months 60 months

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2019 F-250, SD Super Cab
 4x4 SD Super Cab 6.75' box 148" WB SRW
 XL(X2B)
 Price Level: 915 Quote ID: beecher1

Pricing - Single Vehicle

MSRP

Vehicle Pricing

| | |
|--------------------|-------------|
| Base Vehicle Price | \$38,115.00 |
| Options & Colors | \$6,090.00 |
| Upfitting | \$8,894.00 |
| Destination Charge | \$1,295.00 |

Discount Adjustments

| | |
|----------|--------------|
| Discount | -\$13,753.00 |
|----------|--------------|

| | |
|--------------|--------------------|
| Total | \$40,641.00 |
|--------------|--------------------|

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special focal pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Village Of Beecher
 By: THOMAS SULLIVAN Date: 03/27/2018



PROFESSIONAL SERVICES AGREEMENT

For

**Quiet Zone Plan Preparation & Notice of Establishment
Along the Union Pacific Rail Line
Village of Beecher, IL**

**Mr. Greg Szymanski, Village President
Village of Beecher
625 Dixie Highway
Beecher, Illinois, 60401
708-946-2261**

**T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois, 60451
HR Green Project: 87150022.01**

February 12, 2016

Revised: March 16, 2016

Revised: May 10, 2018



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- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Beecher (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

- 1.1 The CLIENT desires to establish a Quiet Zone for the five (5) at-grade rail crossings of the Union Pacific Railroad (UPRR) located within Village limits. COMPANY shall coordinate with Federal Rail Association (FRA), the UPRR, and the Will County Division of Transportation (WCDOT) design and prepare safety improvement bidding/construction documents, and file a Notice of Establishment document for the full Quiet Zone corridor which shall include crossings at Indiana Ave. (County Highway 24); Penfield Street; Hodges Street; W. Church Road; and Eagle Lake Road, depicted in the previously completed Feasibility Study for Quiet Zone, Village of Beecher, IL., May 2015 (Feasibility Study). Additional detail is provided within the Scope of Services portion of this proposal/agreement.
- 1.2 The Notice of Establishment for Quiet Zones will be prepared according to FRA guidelines and specifications. All plans and specifications will be prepared based on the feasibility study previously performed by HR Green and in accordance with standard design guidelines from the Illinois Department of Transportation (IDOT), Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, the Federal Railroad Administration guidelines for establishing a new Quiet Zone, Union Pacific Railroad guidelines for work within the railroad right-of-way and applicable policies, WCDOT applicable policies and guidelines, and ordinances for the Village of Beecher.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to provide the following services in association with the proposed Quiet Zone improvements:

2.1 Preliminary Coordination –

COMPANY shall provide services for preliminary coordination with the FRA, UPRR, and IDOT-Rail Division to obtain concurrence of proposed conceptual Supplemental Safety Measures (SSM) and Alternate Safety Measures (ASM) improvements. This includes attendance at an on-site Diagnostic Team Meeting/Walkthrough.

- 2.2 Topographic Survey (N/A) – Not Applicable as COMPANY intends to prepare Bidding/Construction Documents utilizing field measurements and aerial information. Bid/Construction Documents shall include typical sections for widening, resurfacing, and restriping of roadway and applicable details for additional crossing safety improvements. If it is determined that topographic survey will be required, this can be provided by COMPANY as an addendum to this proposal/agreement. Also, please note that if any railroad survey is determined to be required, which is not anticipated or included at this time, a right of entry agreements/permit will be required to be obtained by COMPANY prior to entering UPRR right of way.
- 2.3 Traffic Counts (N/A) – Not Applicable as IDOT 2012 Counts are said to be acceptable to FRA via communications with the Village Manager.
- 2.4 Prepare Preliminary and Final Bid and Construction Documents -
COMPANY will prepare contract plans and specifications associated with the proposed SSM and ASM Improvements in accordance with Village of Beecher, Union Pacific Railroad (UPRR), Federal Railroad Administration (FRA), Will County Division of Transportation (WCDOT), MUTCD Standards, and IDOT guidelines and requirements as applicable and as determined from the preliminary coordination and on-site diagnostic team meeting and outlined in Section 2.1.

COMPANY will develop pay items, quantities and an Engineer's Opinion of Probable Construction Cost (EOPCC).

COMPANY will prepare project specific specifications, special provisions and bid documents to be used for bidding and construction of the improvements as recommended in the Feasibility Study.

Three (3) plan/specification submittals have been included in this proposal – preliminary, pre-final and final plans and specifications shall be submitted to CLIENT/FRA/UPRR/WCDOT for review and comment. A local letting utilizing local funds is anticipated, therefore no coordination or submittals to the Illinois Department of Transportation is required or included.

2.5 Bidding Services -

COMPANY will attend one (1) bid opening at the CLIENT and provide bid evaluation input should CLIENT request.

2.6 Final Quiet Zone Notice of Establishment & Crossing Inventory Update Services -

COMPANY will complete US DOT Crossing inventory forms following successful completion of SSM/ASM improvements and submit corresponding letters advising of the inventory updates. Additionally COMPANY will prepare and submit for approval the final Notice of Establishment for Quiet Zone to the FRA along with corresponding notification letters to affected parties, as applicable.

2.7 Meetings, Administration, and Coordination -

COMPANY will attend all necessary project related meetings and prepare meeting minutes. The required number of meetings is an estimate. The meetings may differ from this contract as directed by the CLIENT.

- Two (2) site meetings with CLIENT
- Diagnostic Team Meeting and Site Visit
- One (1) bid opening
- One (1) pre-construction meeting and any construction related site visit are detailed below in Section 2.9 and included in the Time and Material fees as noted below.
- Final Site Meeting with UPRR, WCDOT and FRA – Confirmation of Improvements

2.8 Permitting -

COMPANY will prepare and submit all required permits associated with Quiet Zone implementation. It is anticipated that permits will be required from WCDOT and UPRR. Based on the proposed improvements outlined in the Feasibility Study, it is not anticipated that permitting will be required from the Illinois Environmental Protection Agency, the United States Army Corp of Engineers, the Illinois Department of Natural Resources or the Illinois Department of Transportation for the proposed improvements. Should it be determined that additional permitting is required COMPANY may request additional compensation per approved addendum.

2.9 Construction Observation Services -

COMPANY will provide part-time (16 hours per week assumed) Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the part-time Construction Observation Services are based on an estimated six (6) weeks of field days to complete the construction. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

COMPANY weekly reports will be submitted to the contractor and the CLIENT. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis via reports.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

Construction Observation Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file

management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

3.0 Deliverables and Schedules Included in this Agreement

- Notice to Proceed – June 2018
- Preliminary Coordination with FRA/UPRR – Summer 2018
- Select preferred improvements for each crossing from Feasibility Study – Summer 2018
- Concept Development and Submittal to CLIENT/FRA/UPRR/WCDOT – Summer 2018
- Receipt of comments – Late Summer 2018
- FRA Approval of proposed SMA and ASM Concept – Fall 2018
- Pre-Final Bid Documents to CLIENT/FRA/UPRR/WCDOT – Fall 2018
- Receipt of comments – Fall 2018
- Final Plans, Specifications, & Estimate submittal to CLIENT/FRA/UPRR/WCDOT – Fall 2018
- WCDOT permit approval – Fall 2018
- Construction of Improvement – Spring 2019
- Quiet Zone Notice of Establishment Submittal – Spring 2019
- Crossing Inventory Update – Summer 2019

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- Permit fees as may be applicable
- Location drainage study services
- Environmental phase 1 study services
- Preliminary site investigation (PSI)
- Wetland delineation/mitigation services
- Right of way and easement plat preparation
- Topographic survey of field conditions
- Traffic counts at crossings
- Construction Staking and Layout Services
- Material Testing Services
- MFT Funding Coordination and Documentation with IDOT

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

No sub-consultant services are anticipated for the noted scope of services.

6.0 Client Responsibilities

As part of the Quiet Zone establishment process, the Village will need to determine what type of pedestrian crossing safety measures are to be taken as part of the Quiet Zone.

The CLIENT shall also select the preferred improvements from the Quiet Zone Feasibility Study, provide information on the existing crossings such as accident reports and signal types, attend project meetings, provide any available as-built documents for signals and provide review of plan submittals.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of **\$ 20,495.00** for noted Scope of Services, except Construction Observation which will be billed at time and material (see below).

| ITEM | MAN-HOURS | LABOR COST | DIRECT COST (1) | SUB CONSULTING |
|--|------------|---------------------|---------------------|----------------|
| FRA/UP/IDOT Coord. & Design, Bid/Construction Doc Prep. | | | | |
| Prelim. Coord. and Diagnostic Team Site Meeting | 22 | \$ 4,085.00 | \$ 40.00 | |
| Design For SSM & ASM & Bid Doc. Prep. | 60 | \$ 9,675.00 | \$ 50.00 | |
| Bidding Services | 4 | \$ 665.00 | \$ 40.00 | |
| Final Coordination & Inventory Update | 34 | \$ 5,860.00 | \$ 80.00 | |
| Subtotals: | 120 | \$ 20,285.00 | \$ 210.00 | N/A |
| Contract Total: | | | \$ 20,495.00 | |

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 9,775.00** for **Construction Observation Services** as noted in Scope of Services.

| ITEM | MAN-HOURS | LABOR COST | DIRECT COST (1) | SUB CONSULTING |
|-------------------------------------|-----------|--------------------|--------------------|----------------|
| Construction Observation (2) | | | | |
| Part-Time Field Observation | 48 | \$ 6,470.00 | \$ 475.00 | N/A |
| Mtgs/Documentation/Coord. | 16 | \$ 2,750.00 | \$ 80.00 | |
| Subtotals: | 54 | \$ 9,220.00 | \$ 555.00 | N/A |
| Contract Total: | | | \$ 9,775.00 | |

- (1) Direct Costs: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs
 (2) Construction Observation Services are based on an estimated **2 trips per week at 4 hours each** for Part-Time Observation over **6 weeks total** for construction completion.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or

amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others'

failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any

damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY'S services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.
Site Director – New Lenox Office

Village of Beecher, Illinois

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Vice President/ Practice Leader-
Title: Gov Services- Midwest Date: 05/10/2018

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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