



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.org>

## PERSONNEL COMMITTEE AGENDA

Tuesday, March 17, 2020

7:00 P.M.

Maple Park Civic Center

302 Willow Street, Maple Park, Illinois

### 1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

2. **PUBLIC COMMENT** – *Any resident wishing to address the Committee may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings,” handout. Please complete a speaker request form and submit it to the Village Clerk prior to the start of the meeting.*

### 3. APPROVAL OF MEETING MINUTES

- January 21, 2020
- February 18, 2020

### 4. OTHER ITEMS

- Authorizing the Changing of the VA Position from Contractual to Regular Full Time Position
- Village Administrator Job Description
- Village Administrator Employment Agreement

### 5. ADJOURNMENT

#### Committee Members:

Suzanne Fahnstock, Chair

Trustee JP Dries

Trustee Brandon Harris

Trustee Jen Ward



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## PERSONNEL COMMITTEE MINUTES

Tuesday, January 21, 2020

7:00 P.M.

Maple Park Civic Center

302 Willow Street, Maple Park, Illinois

### 1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Fahnestock called the meeting to order at 7:10pm and asked for a roll call. Trustees Fahnestock, Dries, and Ward answered present. Trustee Harris was absent.

Also present were Village Administrator Dawn Wucki-Rossbach, and Acting Village Clerk Terri D'Amato.

2. **PUBLIC COMMENT** – *Any resident wishing to address the Committee may do so according to the guidelines set forth in the “Rules for Public Comments at Public Meetings,” handout. Please complete a speaker request form and submit it to the Village Clerk prior to the start of the meeting.*

None Heard.

### 3. APPROVAL OF MEETING MINUTES

- December 17, 2019

Motion by Trustee Ward with 2<sup>nd</sup> by Trustee Dries to approve as read. Motion carried by voice vote.

### 4. FISCAL YEAR 2021 BUDGET

- Budget Format

Village Administrator Wucki-Rossbach presented a proposed budget format to the committee members which included a breakdown of the summary page, showing detailed listings for each line item in the budget, going back 5 years for comparison. Capital Improvement Plan will be overlaid into this report as well.

- Status of Staffing Study

Two positions have already been addressed – Police Chief and Police Commander. Additional positions to address include Police Officers, Public Works Maintenance, Public Works Building Inspector, Treasurer/Accountant

(comparable job description). Concerns with all positions included Salary/Benefits, hours worked, overtime hours for Public Works and Police Dept.

- Additional Items to be Considered as Part of the Budget Process  
Trustee Fahnestock inquired if the village administrator position has been budgeted. Village Administrator Wucki-Rossbach indicated that her current contract is good until August of 2020 and the board would have to decide then how it wants to proceed.

Trustee Dries inquired about the cost of pursuing adjudication.

## 5. OTHER ITEMS

- Update on Employee Handbook  
Administrator Wucki-Rossbach indicated that the Employee Handbook has been distributed to all employees for review and the acknowledgement form should be signed by the employee and returned by February 7<sup>th</sup>. Discussion about possible discrepancies between the Administration policies versus the HR Manual and other random memos and forms that need to be included. Consensus was to have all these policies and procedures combined into the Personnel Manual.
- New Topics for Discussion  
Emergency Plan Handbook – Administrator Wucki-Rossbach is currently working on updating this document with Chief Stiegemeier and expects a late summer, early fall completion.  
Communication Scripts – Trustee Dries inquired about having a set of “scripts” for different scenarios that have to be communicated to the village, i.e.: boil orders, emergency plans, etc.

## 6. ADJOURNMENT

Having no other business before the committee, motion by Trustee Dries with 2<sup>nd</sup> by Trustee Ward to adjourn. Motion carried by voice vote. Meeting adjourned at 8:07 pm.

Committee Members:  
Suzanne Fahnestock, Chair  
Trustee JP Dries  
Trustee Brandon Harris  
Trustee Jen Ward



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## **PERSONNEL COMMITTEE MEETING MINUTES**

**Tuesday, February 18, 2020**

**7:00 P.M.**

**Maple Park Civic Center**

**302 Willow Street, Maple Park, Illinois**

The Personnel committee meeting scheduled for Tuesday; February 18<sup>th</sup> has been cancelled.

We are currently awaiting information from comparable communities for our Staffing Study, and we have not yet received all the information back to complete the study.

The next meeting is scheduled for Tuesday, March 17, 2020 at 7:00pm.

*Terri D'Amato*

Terri D'Amato  
Village Clerk

### Committee Members:

Suzanne Fahnestock, Chair

Trustee JP Dries

Trustee Brandon Harris

Trustee Jen Ward



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## MEMORANDUM

**TO:** Personnel Committee

**FROM:** Village Administrator Dawn Wucki-Rossbach 

**DATE:** March 11, 2020

**SUBJECT: VILLAGE ADMINISTRATOR – AUTHORIZATION OF POSITION, JOB DESCRIPTION AND EMPLOYMENT AGREEMENT**

### **BACKGROUND**

Following the Executive Session held at the March 3, 2020 Village Board Meeting, the Board moved to have the Personnel Committee develop a Job Description for the position and to finalize the Village Administrator Employment Agreement.

Under direction from Trustee and Personnel Committee Chair Suzanne Fahnestock, the process moving forward is:

1. Authorization of the Village Administrator position in the FY2021 Budget as a full-time employee. This means that the position would change from a part-time contractual position to a full-time Village position.
2. A draft Job Description for the Village Administrator position is attached. The description includes standard Job Description requirements such as education and experience, along with Americans with Disabilities Act Requirements. The description also references the Municipal Code for the Village Administrator position, see Ordinance 2019-16 and for Village Administrator responsibilities in the Emergency Management Agency, see Ordinance 2019-15. Duties and Tasks identified by the Personnel Committee in January 2019 have also been included in the description.
3. A revised copy of the Employment Agreement is attached. Revisions include: page numbers, reference to the Village of Maple Park Municipal Code and the Employee Handbook.

A copy of the Employee Handbook is attached for reference purposes.

### Attachments

Village Administrator Duties and Tasks dated January 2019

Ordinance 2019-16 – Adding Section 1-6-14 and 1-6-15

Ordinance 2019-15 – Creating the Emergency Management Agency for the Village of Maple Park

Village of Maple Park Employee Handbook approved January 7, 2020

## Village of Maple Park, IL – Village Administrator Duties and Tasks

January 2019

The position of Village Administrator will be a part-time position. The position will require the individual to meet the following criteria.

- Assist in directing, guiding and leading the Village President and Village Board in meeting the Strategic Plan for the Village
- Assist in staff management of day to day operations of staff and contract agreements
- Assist with resident, vendor and outside communications on behalf of the Village
- Assist in grant writing
- Represent the Village at local membership meetings
- Develop professional relationships with surrounding communities
- Other Village related matters not listed at the direction of the Village President and Village Board.

General Strategic Plan items that the Village Administrator will be responsible to direct, lead or assist with, will include.

- Assist in creating a long-term financial plan for the Village, including funding for prioritized infrastructure improvements and explorations of new income streams and opportunities
- Assist in implementing long-term economic development programs and policies.
- Assist in identifying how the tax increment financing (TIF) funds can best be used to improve the Village to include exploring best practices and identifying community needs.
- Assist in providing ideas, solutions in creating a downtown development plan that encourages both new and existing business needs.
- Assist in implementing the capital improvement plan that supports new and existing businesses and residential needs
- Assist the Village Board and Planning Commission in developing codes and evaluating and modifying current codes to encourage consistency and development that complements the current historical downtown and overall community.
- Evaluate staffing plans and staffing needs for the Village
- Evaluate and inventory and administrative best practices for implementation at the Village
- Assist in identifying Village facility needs for current and future needs

Experience:

Education:

**VILLAGE OF MAPLE PARK**

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**ORDINANCE NO. 2019-16**

**AN ORDINANCE AMENDING TITLE 1,  
“ADMINISTRATION,” CHAPTER 6, “VILLAGE OFFICERS  
AND EMPLOYEES,” BY ADDING SECTION 1-6-14,  
“VILLAGE ADMINISTRATOR,” AND SECTION 1-6-15,  
“DEPARTMENT ORGANIZATION.”**

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**ADOPTED BY  
THE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF MAPLE PARK  
KANE AND DEKALB COUNTIES, ILLINOIS**

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Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 5<sup>th</sup> day of November, 2019.

## **ORDINANCE NO. 2019-16**

**AN ORDINANCE AMENDING TITLE 1, "ADMINISTRATION," CHAPTER 6, "VILLAGE OFFICERS AND EMPLOYEES," BY ADDING SECTION 1-6-14, "VILLAGE ADMINISTRATOR," AND SECTION 1-6-15, "DEPARTMENT ORGANIZATION."**

**WHEREAS**, the Village of Maple Park, DeKalb and Kane Counties, Illinois is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

**WHEREAS**, the President and Board of Trustees of the Village of Maple Park believe it is in the best interest of the health, safety, and welfare of its citizenry to amend the text of the Municipal Code of the Village creating the position of Village Administrator.

**WHEREAS**, the Village Administrator will take direction from the President and Board of Trustees and will oversee the daily operations of the Village of Maple Park.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Maple Park as follows:

**SECTION 1. Recitals.** The facts and statements contained in the preamble to this Ordinance are hereby adopted as part of this Ordinance.

**SECTION 2.** The following sections be added to Title 1, "Administration," Chapter 6, "Village Officers and Employees," Section 1-6-14, "Village Administrator," and Section 1-6-15, "Department Organization."

### **TITLE: SECTION 1-6-14 VILLAGE ADMINISTRATOR:**

#### **A. Appointment; term of office.**

1. The Village Administrator, hereinafter referred to as Village Administrator, shall be appointed by the President of the village with the advice and consent of at least four of the Board of Trustees then holding office for a term as set by the Board.
2. No elected official of the Village shall receive appointment of Village Administrator while he or she is serving as an elected official.



B. Duties:

1. The Village Administrator shall be the Chief Administrative Officer for the Village and have control over day-to-day operations.
2. Nothing in this section shall give to the Village Administrator any power not permitted by professional ethics, professional standards, statutes of the state or this code of ordinances.
3. The Village Administrator shall be responsible to the present Board of Trustees for the proper administration of the affairs of the Village and shall have the authority as may be required to accomplish the duties that may be assigned to him or her from time to time by resolution adopted by the Board.

C. Compensation: The Village Administrator shall receive such compensation as the corporate authorities shall fix from time-to-time by resolution or ordinance or contract through an employment agency.

D. Other terms and conditions of employment:

1. The corporate authorities, in consultation with the Village Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Village Administrator, provided the terms and conditions are not inconsistent with or in conflict with the provisions of this section and all other ordinances of the village or state laws.
2. All general provisions of the municipal code and regulations and rules of the village relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also, apply to the Village Administrator they would to other employees of the village, in addition to the benefits enumerated specifically for the benefit of the Village Administrator, except as herein provided.

**TITLE: SECTION 1-6-15 DEPARTMENT ORGANIZATION**

A. The administrative services of the Village shall be divided under the Village Administrator into the following departments and heads thereof:

1. Building and Public Works Department - Public Works Director/Building Inspector;
2. Finance Department – Village Treasurer/Village Accountant;
3. Police Department – Police Chief; and
4. Village Clerk.

B. The heads of the departments shall:

1. Be immediately responsible to the Village Administrator for the effective administration of their respective departments and all activities assigned thereto;
2. Keep informed as to the latest practices in their particular field and shall inaugurate, with the approval of the Administrator, the new practices as appear to be of benefit to the service and to the public;
3. Submit quarterly and annual reports of the activities of his or her department to the Administrator;

4. Establish and maintain a system of filing and indexing records and reports in sufficient detail to furnish all information necessary for proper control of departmental activities and to form a basis for the periodic reports to the Administrator;
5. Have power, when authorized by the Administrator, to appoint and remove, subject to personnel regulations for employees, all subordinates under him or her;
6. Be responsible for the proper maintenance of all Village property and equipment used in his or her department; and
7. Furnish, upon the direction of the Administrator, any other department service, labor and materials as may be requisitioned by the head of the department, and as its own facilities permit, through the same procedure and subject to the same audit and control as other expenditures are incurred.

**SECTION 3. Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

**ADOPTED THIS 5<sup>th</sup> day of November, 2019.**

AYES: Dries, Fahnestock, Higgins, Rebone, Ward

NAYS: \_\_\_\_\_

ABSENT: Harris

**APPROVED this 5<sup>th</sup> day of November, 2019.**



Terri D'Amato  
Terri D'Amato, Acting Village Clerk

Kathleen Curtis  
Kathleen Curtis, Village President

**VILLAGE OF MAPLE PARK**

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**ORDINANCE NO. 2019-15**

**AN ORDINANCE AMENDING TITLE 1,  
"ADMINISTRATION," BY ADDING CHAPTER 11,  
"EMERGENCY MANAGEMENT AGENCY"**

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**ADOPTED BY  
THE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF MAPLE PARK  
KANE AND DEKALB COUNTIES, ILLINOIS**

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Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, this 5<sup>th</sup> day of NOVEMBER

## **ORDINANCE NO. 2019-15**

### **AN ORDINANCE AMENDING TITLE 1, “ADMINISTRATION,” BY ADDING CHAPTER 11, “EMERGENCY MANAGEMENT AGENCY”**

**WHEREAS**, the possibility of the occurrence of natural or human-induced events of significant size and destructiveness in this or in a neighboring municipality and in order to ensure that this Village will be prepared to and will adequately deal with any such disasters, preserve lives and property of the Village and protect the public peace, health and safety in the event of such a disaster, it is found and declared to be necessary; and,

**WHEREAS**, it is necessary and proactive to create the Emergency Management Agency for the Village of Maple Park; and,

**WHEREAS**, in times of natural or human-induced events, the Emergency Management Agency will serve as the Agency responsible for responding to an event for the Village of Maple Park; and,

**WHEREAS**, there is a need for the Village Board to appoint the Police Chief as the Emergency Management Agency Director; and therefore, appoints the Police Chief as the Emergency Management Agency Director: and,

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Maple Park as follows:

**SECTION 1. Recitals.** The facts and statements contained in the preamble of the Ordinance are hereby adopted as part of this Ordinance.

**SECTION 2. The following chapter shall be added to Title 1, “Administration,” Chapter 11, “Emergency Management Agency,” shall be added to as follows:**

#### **TITLE: CHAPTER 11 EMERGENCY MANAGEMENT AGENCY**

##### **5-11-1: POLICY AND PROCEDURES:**

- A. Because of the possibility of the occurrence of natural or human-induced events of significant size and destructiveness in this or in a neighboring municipality and in order to insure that the Village will be prepared to and will adequately deal with any such disasters, preserve the lives and property of the people of this Village and protect the public peace, health, and safety in the event of such a disaster, it is found and declared to be necessary:
  - i. To create a municipal Emergency Management Agency (EMA).
  - ii. To confer upon the Village President and extraordinary power and authority set forth under § 11-1-6 of the Illinois Municipal Code (65 Ill. Comp. Stat. 5/11-1-6).

- iii. To provide for the rendering of mutual aid to other cities and political subdivisions with respect to the carrying out of emergency services and disaster operations.
- B. When it is determined that a dangerous situation or a potentially dangerous situation exists which could cause death to individuals or serious injury to property or the health and welfare of public, the Village President may declare that a state of emergency exists. A subsequent state of emergency may be declared if necessary.
- C. It is further declared to be the purpose of this chapter and the policy of the Village that all emergency management programs of this Village shall be coordinated to the maximum extent with the comparable functions of the federal and state governments, including their various departments and agencies, of other municipalities and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur.

#### 11-5-2: LIMITATIONS:

Nothing in this chapter shall be construed to:

- A. Interfere with the course or conduct of a private labor dispute, except that actions otherwise authorized by this chapter or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;
- B. Interfere with dissemination of news or comment of public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, internet and newspapers) may be requested to transmit or print public service messages furnishing information or instructions in connection with a disaster;
- C. Affect the jurisdiction or responsibilities of police forces, fire fighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but State and local emergency operations plans shall place reliance upon the forces available for performance of functions related to disaster emergencies;
- D. Limit, modify, or abridge the authority of the Village President and the Village Board to exercise any other powers vested in them under the constitution, statutes, or common law of this State, independent of or in conjunction with any provisions of this chapter.

#### 11-5-3: DEFINITIONS:

As used in this chapter, unless the context clearly indicates otherwise, the following words and terms shall have the definitions hereinafter ascribed:

CONTINUITY OF OPERATIONS: Planning to ensure the capability exists to continue essential agency functions across a wide range of hazards both in public and private sectors of the community.

DIRECTOR: The Police Chief shall serve as the Emergency Management Agency Director.

DISASTER: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or human-induced cause, including but not limited to acts of terrorism, fire, flood, earthquake, wind, storm, hazardous materials spill or other environmental contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, explosion, critical shortages of essential fuels and energy, riot, or hostile military or paramilitary action.

EMERGENCY MANAGEMENT: The efforts of this Village to develop, plan, analyze, conduct, implement, and maintain programs for disaster mitigation.

EMERGENCY OPERATIONS PLAN: The written plan of the Village describing the organization, mission, and functions of the government and supporting services for responding to and recovery from disaster.

EMERGENCY SERVICES: The preparation for and the carrying out of such functions, other than functions for which military forces are primarily responsible, as may be necessary or proper to prevent, minimize, repair, or alleviate injury or damage resulting from disasters caused by fire, flood, earthquake, or human-induced causes. These functions include, without limitation, firefighting services, police services, emergency aviation services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical, and other special weapons defense, evacuation or person from stricken areas, emergency assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to protecting life or property.

POLITICAL SUBDIVISION: Any county, city, village, or incorporated town or township if the township is in a county having a population of more than two million (2,000,000).

#### 11-5-4: EMERGENCY MANAGEMENT AGENCY:

- A. There is hereby created an Emergency Management Agency and a Director, who shall be the head thereof. The Director shall be appointed by the Village President with the advice and consent of the Village Administrator. The Director shall serve to advise the Village President, Village Administrator, staff and manage the Emergency Operations Center during a crisis.
- B. The Emergency Management Agency (EMA) shall obtain, with Village Administrator approval, such technical, clerical, and other administrative personnel, and may make such expenditures within their appropriation therefore as may be necessary to carry out the purpose of this chapter.

- C. The Director shall be the executive head of the Emergency Management Agency, and shall be responsible under the direction of the Village Administrator for carrying out the program for emergency services and disaster operations of this Village. He shall coordinate the activities of all organizations for emergency services and disaster operations within this Village and shall maintain liaison, and cooperate with, the civil defense and Emergency Management Agencies and organizations of Kane/DeKalb Counties, other counties and municipalities, and of the Federal and State government. In the event of the absence, resignation, death, or inability to serve of the Director, a person designated by the Police Chief, shall be and act as Director until a new appointment is made as provided in this chapter.
- D. The Emergency Management Agency shall take an integral part in the development and revision of the local emergency operations plan.
- E. In the development of the emergency operations plan, the emergency management agency shall interrelate with business, labor, industry, agriculture, civic and volunteer organizations, and community leaders.
- F. The Village Emergency Management Agency is authorized to:
- i. Determine the requirements of the Village for food, clothing, and other necessities in the event of an emergency;
  - ii. Develop an emergency operations plan that meets the standards promulgated by the Illinois Emergency Management Agency;
  - iii. Bi-annually review and revise the local emergency operations plan;
  - iv. Establish a register of persons with types of training and skills in emergency prevention, preparedness, response, and recovery;
  - v. Establish a register of government and private response resources available for use in a disaster;
  - vi. Prepare, for issuance by the Village President, chapters, proclamations, and regulations as necessary or appropriate in coping with disasters;
  - vii. Cooperate with the Federal, State, and County government and any public or private agency or entity in achieving any purpose of this chapter and in implementing programs for disaster prevention, preparation, response, and recovery;
  - viii. Initiate and coordinate planning for the establishment of an Emergency Operations Center;
  - ix. Do all other things necessary, incidental, or appropriate for the implementation of this chapter;
  - x. Cause to facilitate public warnings, initiate local emergency alert warning system in situations when mass emergency notification is necessary;
  - xi. In accordance with such plan and program for the emergency management of this Village, and out of funds appropriated for such purposes, to procure



and preposition supplies, medicines, materials, and equipment, to institute training programs and public information programs, and to take all other preparatory steps, including the partial or full mobilization of emergency services and disaster organizations in advance of actual disaster to insure the furnishing of adequately trained and equipped forces for disaster operations;

- xii. Out of funds appropriated for such purposes, create and distribute such studies and surveys of the industries, resources, and facilities in this municipality as may be necessary to ascertain the capabilities of the Village for the emergency management phases of preparedness, response, and recovery, and to plan for the most efficient emergency use thereof.

#### 11-5-5: EMERGENCY SERVICES AND DISASTER POWERS OF THE POLICE CHIEF/DIRECTOR:

- A. The Police Chief/Director shall have the general direction and control of the Emergency Management Agency and shall be responsible for the carrying out of the provisions of this chapter.
- B. In performing his duties under this chapter, the Police Chief/Director is authorized to cooperate with State and Federal governments and with other municipalities and political subdivisions in all matters pertaining to emergency services and disaster operations defined in this chapter.
  - i. In performing his duties under this chapter, the Police Chief/Director is further authorized: to make, amend, and rescind all lawful necessary orders, rules, and regulations of the local disaster plan to carry out the provisions of this chapter within the limits of the authority conferred upon him.
- C. The Village Administrator is authorized to designate space in a municipal building or elsewhere for the emergency management agency as its office.

#### FINANCING:

- A. It is the intent of the Village Board and declared to be the policy of the Village that every effort shall be made to provide funds for disaster emergencies.
- B. It is the Village Board's intent that the first recourse shall be to funds regularly appropriated to the agency. If the Village Administrator, finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, and the Governor has proclaimed a disaster affecting the Village, an application for funds from the state disaster relief fund may be made.
- C. If monies available from the fund are insufficient or unavailable and if the Village Administrator finds that other sources of money to cope with the disaster are not immediately available or are insufficient, it may be deemed necessary to transfer and expend monies appropriated for other purposes, or borrow monies from the United States



government or other public or private sources to deal with the short-term effects of the disaster. The Village Administrator (or in his/her absence the Village President) is authorized to carry out those decisions until such time as a quorum of the Village Board can convene for a regularly scheduled meeting following the disaster to approve actions for the transfer, expenditure, or loan of such monies.

- D. Nothing contained in this section shall be construed to limit the Village Administrators' authority to apply for, administer, and expend grants, gifts, or payments in aid of disaster prevention, preparedness, response, or recover.

#### 11-5-6: LOCAL DISASTER EMERGENCIES:

- A. A local disaster emergency may be declared only by the Village President or the Village Board. If declared by the Village President, it shall not be continued for a period in excess of seven (7) days except by or with the consent of the Village Board. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed promptly with the village clerk.
- B. The effect of a declaration of a local disaster emergency is to activate any and all applicable local emergency operations plans and to authorize the furnishing of aid and assistance there under.
- C. During a local disaster emergency, the Village Administrator (or in his/her absence the Village President or President Pro Tem) may suspend the provisions of any Village chapter prescribing procedures for the conduct of Village business, or the orders, if strict compliance with the provisions of any chapter, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency, as authorized by "The Illinois Emergency Management Agency Act," provided that, if the village board meets at such time, the Village Administrator shall act subject to the directions and restrictions imposed by that body.

#### 11-5-7: TESTING OF DISASTER WARNING DEVICES:

- A. The testing of disaster warning devices including outdoor warning sirens shall be held only on the first Tuesday of each month at 10:00 in the morning in accordance with FEMA CPG 1-17 and Illinois 20 ILCS 3305/12.

#### 11-5-8: MUTUAL AID ARRANGEMENTS BETWEEN POLITICAL SUBDIVISIONS:

- A. The Director for the Emergency Management Agency may, in collaboration with other public agencies within his immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions, municipal corporations, or bodies politic within this state for reciprocal disaster response and recovery in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until

approved by each of such political subdivisions, municipal corporations, or bodies politic as are parties thereto, in the manner provided by law, and unless and until filed with and approved in writing by the state director. Such arrangements shall be consistent with the state and local emergency management operations plan and program, and in the event of such a disaster it shall be the duty of each local department for emergency services and disaster operations to render assistance in accordance with the provisions of such mutual aid arrangements.

#### 11-5-9: COMMUNICATIONS:

- A. The Village Emergency Management Agency shall ascertain what means exist for rapid and efficient communications in times of disaster emergencies. The Agency shall consider the desirability of supplementing these communications resources or of integrating them into a comprehensive system or network. In studying the character and feasibility of any system or its several parts, the Agency shall evaluate the possibility of multipurpose use thereof for general municipal and local governmental purposes. Agency Staff shall make recommendations to the Police Chief as appropriate.

#### 11-5-10: IMMUNITY:

- A. Neither the Village, the agency, or any member thereof or any person acting at their direction, engaged in any emergency services and disaster operations or disaster activities, while complying with or attempting to comply with this chapter or any rule or regulations promulgated pursuant to this chapter is liable for the death of or any injury to persons, or damage to property, as a result of such activity. This section does not, however, affect the right of any person to receive benefits to which he would otherwise be entitled under this act, under the Worker's Compensation Act or the Worker's Occupational Diseases Act, or under any law, and this section does not affect the right of any such person to receive any benefits or compensation under any act of Congress.

#### 11-5-11: APPROPRIATIONS AND LEVY OF TAX FOR EMERGENCY SERVICES AND DISASTER OPERATIONS:

- A. The Village Board may make appropriations for emergency services and disaster operations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision. The Board may also levy for emergency services and disaster operations a tax not to exceed .05 percent of the full, fair cash value as equalized or assessed by the Department of Revenue on all taxable property in the Village for the current year. However, the amount collectible under such a levy shall in no event exceed twenty-five cents (\$0.25) per capita. The annual tax shall be in addition to and in

excess of the amount authorized to be levied for general corporate purposes. (65 ILCS 5/8-3-16)

11-5-12: AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS, OR LOANS:

- A. Whenever the Federal or State governments, or any agency or officer thereof, or whenever any person, firm or corporation shall offer to the Village services, equipment, supplies, materials, or funds by way of gift or grant for purposes of emergency management, the Village, acting through the Village Administrator, may accept such offer and upon such acceptance the Village Administrator may authorize any officer of the Village to receive such services, equipment, supplies, materials, or funds on behalf of the Village.

All documentation associated with services, gifts, grants, or loans will be maintained by the Village in accordance with Illinois State 5 ILCS 160 State Records Act record retention requirements and with Federal record retention requirements.

11-5-13: ORDERS, RULES, AND REGULATIONS:

- A. Upon the declaration of such a disaster emergency by the Village President as is described in Section 11-5-6, the provision relating to the effective date of any rule, regulation, order, or amendment issued pursuant to this chapter and during the state of such disaster emergency, is abrogated, and said rule, regulation, order, or amendment shall become effective immediately upon being filed with the village clerk, accompanied by a certificate stating the reason for the emergency.
- B. The Village Emergency Management Agency established pursuant to this chapter, and the director thereof, shall execute and enforce such orders, rules, and regulations as may be made by the governor under authority of the Illinois Emergency Management Agency Act. The Village Emergency Management Agency shall have available for inspection at its office all orders, rules, and regulations made by the governor, or under this authority. The State Emergency Management Agency shall furnish such orders, rules, and regulations to the agency.

11-5-14: UTILIZATION OF EXISTING AGENCY, FACILITIES, AND PERSONNEL:

- A. In carrying out the provisions of the chapter, the Village Administrator and the Director of the Emergency Management Agency are directed to utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the Village to the maximum extent practicable, and the officers and personnel of all such departments, offices, and agencies are directed, upon request, to cooperate with and extend such services and facilities to the Director and the Emergency Management Agency.

11-5-15: SEVERABILITY:

- A. If any provision of this chapter or the application thereof to any person or circumstances be held invalid, such invalidity shall not affect such other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are hereby declared to be severable.

11-5-16: NO PRIVATE LIABILITY:

- A. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a mock or practice disaster response activity together with his successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for negligently causing loss or damage to, the property of such person.
- B. Any private person, firm, or corporation and employees and agents of such person, firm, or corporation in the performance of a contract with, and under the direction of, the village under the provisions of this chapter, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.
- C. Any private person, firm, or corporation, and any employee or agency of such person, firm, or corporation, who renders assistance or advice at the request of the village, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct. The immunities provided in subsection C. shall not apply to any private person, firm, or corporation, or to any employee or agent of such person, firm, or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable therefore.

11-5-17: COMPENSATION:

- A. The Village Board, by its annual appropriations may provide for the payment of a stipend to the Director as may be expressly provided for in the annual budget approved by the Village Board. Nothing herein contained shall prohibit any member of the agency from receiving compensation from the state of Illinois Emergency Management Agency under any provisions of that agency.

**SECTION 3. Severability.** If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

**SECTION 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

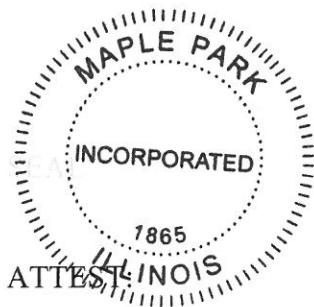
**ADOPTED THIS 5<sup>th</sup> day of November, 2019.**

AYES: Dries, Fahnestock, Higgins, Rebone, Ward

NAYS: \_\_\_\_\_

ABSENT: Harris

**APPROVED this 5<sup>th</sup> day of November, 2019.**



Kathleen Curtis  
Kathleen Curtis, Village President

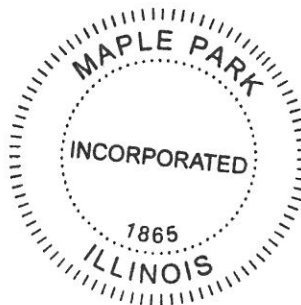
Terri D'Amato  
Terri D'Amato, Acting Village Clerk

STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTIES OF DEKALB AND KANE )

I further certify that on the 5<sup>th</sup> day of November 19, the Board of Trustees of the Village of Maple Park passed and approved Ordinance 2019-15, entitled “**AN ORDINANCE AMENDING TITLE 1, “ADMINISTRATION,” BY ADDING CHAPTER 11, “EMERGENCY MANAGEMENT AGENCY.”**”

Dated at Maple Park, Illinois, this 6<sup>th</sup> day of November, 2019.

Terri D'Amato, Village Clerk  
Village of Maple Park  
Kane and DeKalb Counties, Illinois



# **Village of Maple Park**

## **Employee Handbook**



**2020**

**Update Approved by the Board of Trustees on January 7, 2020**

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## **INTRODUCTION**

The policies and procedures summarized in the manual are presented as information only and are not conditions of employment. The Village of Maple Park reserves the right to modify, suspend, revoke, terminate or change in whole or in part, any of its policies, procedures, practices or benefits at any time with or without notice. The language used in this manual is not intended to create, nor is it to be construed to constitute, a contract between the Village of Maple Park and any one or all of its employees. No representative of the Village of Maple Park other than the Village Council has any authority to enter into any agreement of employment for any specified period of time.

## **YOUR VILLAGE GOVERNMENT**

The Village of Maple Park operates under a President and Village Board form of government. The Board consists of six Trustees who are elected to four-year terms, at-large. Elections are held on a non-partisan basis in April, every other year. Half of the Trustees are elected every other year to provide continuity to the board. Village voters also elect a Village President every fourth year, each for a four-year term. Per the Municipal Code, the Village Clerk, (01-6A-1) and Village Treasurer (0-6B-1) are appointed by the Village President with the advice and consent of the Board of Trustees.

The Village Board is responsible for the general administration of all Village business and coordinates Department Heads. The Department Heads and all other Village employees assist in providing the services legislated by the Board for the citizens of Maple Park.

You are one of these important employees, without whom the Village would be unable to function. Your contribution to this organization is a major factor in the success of the Village to provide the great quality of life Maple Park residents have come to expect and appreciate.

## **OUR GOALS AND SERVICE PHILOSOPHY**

The following long-term goals have been established to guide you in providing Village services. It is important that you understand why you are doing your job, you become familiar with these goals, and you always strive to provide services in a manner consistent with these goals.

- Provide quality, economical, efficient, and effective services in an equitable manner.
- Involve citizens in the decision-making process and be responsive to their input.
- Provide professional management in a fiscally responsive manner with the highest standard of integrity.

Similarly, we recognize a management philosophy that puts the citizen first. Citizens are the focus of all of our services. Therefore, it is important that you support the efforts of the Village Board and always maintain ethical conduct.

## **COMMITMENT TO CUSTOMER SERVICE**

When you have contact with citizens, you are expected to promote the Village's best interest and build citizen goodwill. When you come in contact with a member of the public, you are "The Village," and the only employee with whom a citizen might talk. The citizen judges the character of the entire Village government based upon the way you perform, your attitude, and your appearance.

Please listen carefully to customer inquiries and complaints and then respond in a courteous, professional manner. Take a sincere interest in a customer's questions and never lose your temper, even if a customer should become inconsiderate with you.

If a controversy with a customer arises, attempt to explain Village policy clearly, yet respectfully. You cannot know all the answers, but you may refer the citizen seeking information to the right source. If a customer becomes unreasonable and you cannot resolve the problem, refer the customer to your Department Head or the Village President. This assures that both you and the customer remain satisfied.

The same customer relations policies that apply to in-person customer relations also apply to telephone contacts. Answer the telephone promptly and be courteous and friendly to the caller. If a call is misdirected to your phone, determine the correct destination of the call and arrange for its transfer.

## **EMPLOYMENT POLICIES**

The Village of Maple Park is committed to providing equal opportunity and believes that people should be recruited, hired, trained and promoted according to their qualifications, ability and merit. In keeping with this goal, it is the policy of the Village of Maple Park as an Equal Opportunity Employer, to consider all applicants for employment without regard to race, color, religion, national origin, gender, age or disability except where age or physical standards are applicable bona fide occupational requirements.

### **Employment Policy**

- The Village Board (or its designee) has the responsibility and authority for recruiting. Selecting, retaining, suspending and removing all Village employees other than those employees whose method of appointment or removal is fixed by statute or ordinance
- Applicants will be selected on the basis of merit, training, experience and other job- related factors
- The Village will attempt, as far as it deems possible, to fill vacancies from existing employees where it is deemed to be in the best interest of the Village. The Village shall not, however be required to fill a vacancy by transfer or promotion of an existing employee

### **Employment at Will**

- Employment with the Village of Maple Park is considered “at-will” and has no definite term. The Village or the employee may terminate services at any time, with or without cause, and with or without notice. No representative of the Village, other than the Board acting in whole, or its designee, has the authority, at any time, to enter into an agreement of employment for any specified period of time, or to assume any other personnel action relating to the employee, or to assure any salary, benefits, or other terms or conditions of employment, or to make any agreement relating to an individual’s employment. This policy supersedes any other communication, assurance or promise which may have been made to an employee at any time, whether oral or written.

## Immigration Reform Act Notice

- It is the policy of the Village of Maple Park not to employ persons who are not legally eligible to work in the United States.
- The Immigration Reform and Control Act of 1986 require that the Village verify the identity and the work eligibility of all persons hired after November 6, 1986. This law will be enforced by the Immigration and Naturalization Service and other appropriate government agencies. Any Village employee hired hereafter will be required to sign a verification form (currently Form 1-9) and furnish both proof of identity, (normally a driver's license or state identification card), and proof of eligibility to work in the United States, (normally a social security card or birth certificate) within 3 business days of the offer for employment.
- If you have any questions about the law or about this policy, please contact your Department Head or the Village President.

## Physical Examination

- Upon offer of employment, the Village may require the selected candidate to undergo a physical examination, at the Village's expense conducted by a licensed physician. The purpose of the physical examination is to assure that the candidate is physically fit to perform the essential job duties and functions of the position as detailed in the job description.
- Further, at any time during the course of employment an employee may be required to undergo a medical examination by a licensed physician, whenever the Board (or its designee) reasonably believes that it is in the best interest of the Village and the employee to require such.
- Some employees whose responsibilities require them to possibly become exposed to infectious disease will be required to receive, prior to or in the course of their employment, inoculations for various types of diseases (e.g. TB, hepatitis, etc.)

## Federal Controlled Substances and Alcohol Use and Testing Rules for Employees

- In accordance with Federal Register 49 CFR Part 382, the Village will request alcohol and controlled substances information from the previous employer of any employee who possesses and is expected to use for Village business a Commercial Driver's License (CDL).
- The Village extends its alcohol and controlled substance testing policy to cover any new employee.
- The Village will test all directly involved employees for alcohol and drugs when a work-related accident occurs resulting in injury (other than minor first aid) or property damage.

## Background Investigations

- A complete background may be completed on new or prospective employees prior to employment, as determined by the Board. Prior to such an investigation, applicants must execute the necessary release information form.

- Applicants must be able to demonstrate that they possess, or qualify to possess, a valid driver's license if the nature of the position or assignment requires them to operate a Village-owned vehicle or use their own personal vehicle while conducting Village business.
- If required, a candidate, new employee, or current employee may be requested to provide the Village with proof of educational achievement or professional licenses obtained as stated in their employment application.

### Probationary Period & Training

- The first six months of employment will be considered a probationary period for each new employee. This period will provide an opportunity for the Village to fairly evaluate the individual's progress and potential as a permanent employee with the Village. The Village reserves the right to accelerate or lengthen this probationary period in the event it is necessary.
- The Board (or its designee) shall provide orientation programs for new employees and to conduct or support training as deemed appropriate.
- The employee's work performance will be evaluated monthly during the probationary period. If satisfactory performance does not result at any time during an employee's probationary period, the employee shall be terminated immediately at the Board's (or its designee's) discretion. Upon successful completion of probation, a new employee shall be eligible for all benefits afforded to all other permanent employees.

### Categories of Employment

- Salaried Employees – A large percentage of the employee's time is executive, administrative, managerial, supervisory, or professional in nature. These employees are paid on the basis of an annual salary, regardless of the number of hours they work. These employees may be entitled to fringe benefits as established by the Board.
- Hourly Full-Time Employees – An employee working a regular schedule of a least thirty-five (35) hours per week and not salaried is considered hourly full-time. These employees are entitled to fringe benefits as established by the Board.
- Regular Part-Time Employees – An employee working a regular schedule of twenty (20) to thirty-four (34) hours per week is considered part-time. These employees are not entitled to fringe benefits.
- Temporary Employees – An employee whose employment will not exceed six consecutive months either on a full or part time basis is considered temporary. These employees are not entitled to fringe benefits.
- Continuous Service - Continuous service refers to a full-time employee of the Village of Maple Park and shall continue until the retirement, resignation or dismissal of an employee. Time spent in part time employment or under an approved work training program, or in an elective position, shall not count towards the accumulation of continuous service. An absence granted by the Village Board under any of the Village's leave programs shall not constitute discontinuance of service. The term continuous service in relation to vacation earned will be based upon completion of each full year of service.

## Job Descriptions

- Each person employed by the Village shall have a specific job title and shall perform specific duties that are established within a formal job description. Any additional terms of employment will be set on a job-by-job basis by the Board (or its designee). A copy of the current job description and any additional terms of employment shall be kept within the employee's personnel file.

## Performance Evaluations

- The Department Manager shall establish yearly written goals and objectives for each full time and part time employee by which their job performance will be evaluated for that year. At the end of the year, the Department Manager shall prepare a written evaluation of the individual's work performance.
- Employees will be given a copy of all written reviews and will be provided an opportunity to respond to its contents. Copies of all written reviews and responses shall be kept within the employee's permanent file.
- A performance review does not guarantee an increase in pay. It is conducted for the purpose of assessing work performance and progress. If a pay adjustment is recommended, the employee will be informed of the recommended amount and the new salary will be provided to the Village Accountant for budgeting. Salary recommendations will be effective the passage of the new fiscal budget. All recommended salary increase will be effective 05/01 of the calendar year, the start of the new annual fiscal budget.
- During the individual's performance review, they will be advised of their performance progress and accomplishments, as well as any aspects of their performance which may need improvement. An employee's input during their performance review is strongly encouraged.
- Regular, informal conversations between the employee and the supervisor are strongly recommended to help assure regular feedback about work progress throughout the year. If an employee has a question or a problem, they should not wait until their scheduled review time, but should speak to their supervisor immediately.
- An employee's salary is based on a number of factors including, but not limited to, the relative contribution of their work, their experience, skill, ability, efficiency, knowledge, education, training, communication skills, attitude, leadership, dependability, teamwork, effort, attendance record, safety record and disciplinary record, as well as the Village's economic situation and needs.
- Salary recommendations will be limited to the range of 0% to 3% of their current annual salary. If a manager feels a higher recommendation is justified, the Department head can make the request to the Finance Committee.
- Employee performance evaluations shall be for the period of January 1<sup>st</sup> to December 31<sup>st</sup> of a single calendar year. Self-reviews will be provided to the employee in late December and due to the manager by January 1<sup>st</sup> or next business day of next calendar year. The manager will complete and meet with the employee during the month of January, but should be completed no later than February 15th.

## Personnel Records

- Personnel records for all applicants, employees, and past employees shall be maintained to document employment related decisions, evaluate and assess policies, and comply with government recordkeeping and reporting requirements. Employees are responsible to make sure their personnel records are up to date and should notify the Board (or its designee) in writing of any changes in the following:
  - Name
  - Permanent Address
  - Telephone number
  - Marital status (for benefits and tax withholding purposes only)
  - Beneficiary designations for any of the Village's pension or similar type plans that may be offered
  - Persons to be notified in case of emergency
  - Change in the number of dependents or marital status (for benefits and tax withholding purposes only)
  - Any change in health condition which would impair the employee's ability to comply with any federal, state, or local regulations regarding personal protective equipment (for example, any requirement that the individual wear a respirator).
- All such information will be treated as highly confidential and will be available only to those people with a need or right to know the information. Any requests to review an employee's personnel file will be handled in accordance with Illinois law.

## Ethical Standards/Conflict of Interest

- The Village of Maple Park strives to conduct its business activities with integrity, fairness, and in accordance with the highest ethical standards.
- Employees must bring overall ethical and professional behavior to the job. Our demands for excellence and the preservation of our integrity, objectivity, and complete fairness are distinguishing characteristics of the Village. The discovery of any questionable, fraudulent, or illegal activities, offers, or transactions should be reported to your Department Head, the Village President, or a member of the Board.
- The activities of the Village of Maple Park are based on the State Officials and Employees Ethics Act (5 ILCS 430/1-1 et seq.). The Act regulates ethical conduct, political activities, and the solicitation and acceptance of gifts by State officials and employees.

## Open Door Policy

- Employees are encouraged to share their concerns, seek information, provide input, and resolve problems through their Department Head or the Village President and, as appropriate, consult with any member of the Board toward those ends. Department Heads or the Village President are expected to listen to employee concerns, to encourage their input, and to seek resolution to their problems or issues.

## Suggestions

- If you have any suggestions or ideas that you feel would benefit the Village of Maple Park, we encourage you to tell your department head about them. We are always looking for suggestions that improve methods, procedures, and working conditions, reduce costs or errors, and benefit the Village and its employees.

## Anti-Harassment Policy

- Both state and federal law prohibits sex discrimination in the workplace. The Village of Maple Park is committed to maintaining a work environment that is free of discrimination. In keeping this commitment, the Village will not tolerate harassment of its employees by anyone, including any supervisor or co-worker.
- Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation, arrest record, conviction record, or other protected group status. The Village will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.
- You must be familiar with and comply with the Villages Anti-Harassment Policy, since all employees are responsible for assuring that the workplace is free from any unlawful form of harassment, including the types listed above.
- Prohibited harassment includes behavior which:
  - Creates an intimidating, hostile, or offensive work environment;
  - Unreasonably interferes with an individual's work performance; or
  - Otherwise adversely affects an individual's employment opportunity.
- If you believe that you are being unlawfully harassed, take the following steps:
  - Firmly tell the person who is harassing you to immediately stop the comments and/or behaviors which you find offensive.
  - If the harassment continues or if you believe employment consequences may result from your request that the behavior stop, report the matter as soon as possible to your Department Head or the Village President. The complaint should be in writing.
- Complaints are investigated by the Police and/or the Clerk for referral to the Board. The Village will listen to all reasonable complaints, verify complaints, and discipline appropriately.
- False accusations of harassment may have serious adverse effects. We expect all employees to act honestly and responsibly in complying with and enforcing this policy. It is the Village's desire to continue providing a pleasant work environment for all employees, free of harassment.



## Sexual Harassment

**Please refer to Ordinance 2019-01 for the administrative policy on sexual harassment.**

- A specific type of harassment that is not tolerated by the Village is sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal, or visual conduct based on sex constitute sexual harassment when:
  - Submission to such conduct is an explicit or implicit term or condition of continued employment;
  - An individual's submission to or rejection of such conduct becomes the basis for employment decisions affecting that individual; or
  - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- Sexual harassment may include, but is not limited to, explicit propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, the display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.
- It is illegal and against the Village's policy for any worker, male or female, to harass another worker or to create a hostile working environment by either committing or encouraging any of the above, as well as:
  - Physical assaults on another employee including, but not limited to, rape, sexual battery, molestation, or attempts to commit these assaults;
  - Intentional physical conduct that is sexual in nature including, but not limited to, touching, pinching, patting, or brushing up against another employee's body; and
  - Unwanted sexual advances, propositions, or sexual comments, including making sexual gestures, jokes, or comments made in the presence of any employee who has indicated that such conduct in his or her presence is unwelcome; and
  - Posting or displaying pictures, posters, calendars, graffiti, objects, or other materials that are sexual in nature or pornographic.
- The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent sexual comments or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. The Board will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.
- The Village will not condone any sexual harassment of its employees. All workers, including Department Heads, will be subject to severe discipline up to, and including, discharge, for any act of sexual harassment they commit.
- All Village employees are responsible for helping to assure that harassment is avoided. If an employee advises you as to a belief that he or she has experienced or witnessed harassment, you must immediately report the statement to the Department Head or the Village President. Thereafter, you will be provided with instructions as to the steps to be taken in the course of investigating the complaint. The Village forbids retaliation against anyone who has reported harassment.

- Employees who feel victimized by sexual harassment are encouraged to report the harassment to their:
  - Department Heads who receive a sexual harassment complaint should immediately report the complaint to the Village President, who will co-ordinate a careful investigation of the matter. As much as possible, confidentiality will be maintained with respect to a sexual harassment complaint and only those who need to know about such a complaint will be advised of its existence.
  - Employees who are dissatisfied with the initial resolution of a sexual harassment complaint may file a complaint with an appropriate outside agency. No employee will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.
- It is the Village of Maple Park's policy to investigate all such complaints thoroughly and promptly and to take all appropriate action that may be deemed necessary to end the harassment and to prevent this misconduct from recurring. To the fullest extent practicable, the Village will keep complaints and the terms of their resolution confidential. If an investigation confirms that harassment has occurred, the Village will take corrective action, including such discipline up to, and including, immediate termination of employment, as is appropriate.

## **GENERAL POLICIES**

### **Personal Appearance**

- Village employees' dress and grooming must be appropriate to their position. Office employees often have contact with the public and therefore represent the Village. By dressing appropriately, you help to create a favorable image for the Village. Accordingly, you are expected to dress in a manner that is normally acceptable in business offices.
- If you work in the field, wear protective clothing that is appropriate for the work that you perform. If uniforms are provided it is expected that they be worn while on duty. Unkempt, torn and/or suggestive clothing are not appropriate work clothes for employees. Shirts must be worn at all times. In no circumstances may any Village employee wear any clothing upon which appears any type of message or any symbol or picture which is inappropriate, lewd, or offensive to any citizen or employee. The Village reserves the right to decide what is appropriate clothing.

### **Uniforms and Equipment**

- Public Works employees are provided with appropriate personal protective equipment as needed for particular tasks. They are also expected to wear the appropriate personal protective equipment necessary for adequate safety when performing particular tasks. We want our employees to work safely. If you feel a particular task requires additional personal protective equipment, notify your Department Head or the Village President.
- Police officers will be provided 2 pairs of trousers, 2 -short-sleeve shirts, 1-long-sleeve shirt, badge, tie, tie clip, 2 name badges, 1 winter coat, 1 dress cap, and 1 badge for dress cap. Cost of replacements are at the discretion of the department head.

### Solicitation or Distribution

- No solicitations of any type are permitted by employees. You may only solicit for a nonprofit organization, and these solicitations are only permitted to be done during non- working hours.
- The only non-work-related materials or literatures that may be posted on the Village bulletin boards are personal notices (e.g., items for sale, party announcements, etc.). Such postings may only be posted within the Village office.

### Smoking

- Public buildings are considered to be smoke-free. Smoking is not permitted in general access areas (such as doorways), in work areas where customers and visitors have access, and all other areas where an occupational safety or health hazard may exist. Smoking is only allowed outdoors at least fifteen (15) feet away from entrance doors or paths.

### Drug Free Workplace

- Employees are expected to report to work on time and in appropriate mental and physical condition. Employees are not to report to work under the influence of intoxicants (alcoholic beverages or illegal drugs) and shall not consume, use or possess intoxicants, including both recreational and medical cannabis at any time during their scheduled work day, on Village property, or in Village vehicles (while traveling to or from Village property while on duty). The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on municipal premises or while conducting Village business off premises is absolutely prohibited. Violations of this policy will result in disciplinary action up to and including termination and may have legal consequences.
- All supervisors shall be required to undergo the appropriate training regarding drug and alcohol awareness. If a supervisor has reasonable cause to believe that an employee has reported to work under the influence of intoxicants, the supervisor, with the approval of the department head, has the right to request the employee to submit to an alcohol or drug-screening test that may be grounds for discipline including termination. The results of the alcohol or drug test shall not be used by the Village for any other purpose other than to determine adherence to Village policy, to discipline an employee whenever necessary, and to comply with applicable terms of this Section.
- No employee shall be subject to discipline for the appropriate use of legal nonprescription or prescribed legal drugs for the treatment of injury or illness. However, if an employee knows or should know that use of a non-prescribed or prescribed drug does or could impair the employee's ability to perform his or her job, such information should be reported to the employee's immediate supervisor. Violation of this Section of the policy may subject the employee to disciplinary action. Law enforcement officers are prohibited from the consumption, possession, sales, purchase or delivery of cannabis or cannabis-infused substances while on or off-duty. Violations of this policy will result in disciplinary action up to and including termination and may have legal consequences.

## Anti-Nepotism

- Your family members may be considered for Village employment provided that they meet the qualifications and their employment does not create a conflict of interest or a conflicting Department Head-employee relationship.

## No Violence in the Workplace

- The Village has a zero-tolerance policy against violence in the workplace or the threat of violence. Weapons are not allowed in the workplace or in Village vehicles, except by authorized public safety employees. You must immediately report any workplace violence that you have received or witnessed. The Village will investigate and attempt to verify such reports and discipline appropriately.

## Job Classifications

- Police
- Public Works
- Village Accountant/Treasurer
- Village Clerk
- Buildings
- Immediate Superiors: The immediate superior of a Police Officer shall be the Chief of Police, the Immediate superior of the Chief of Police shall be the Village Administrator. The immediate superior of the public works employee shall be the Public Works Director/Building Inspector, the immediate superior of the Public Works Director/Building Inspector is the Village Administrator. The immediate superior of the Village Clerk is the Village Administrator, the immediate superior of the Village Accountant/Village Treasurer is the Village Administrator.
- Refer to Appendix 1

## Punctuality and Attendance

You are responsible for being on time for work. When you are late or absent from work, other schedules and public services are disrupted. When you know you are going to be late or absent, notify your Department Head or the Village President as soon as possible, preferably within thirty (30) minutes after your scheduled start time. If you do not notify your Department Head or the Village President, you may be disciplined.

## Outside Employment

- In most cases, the Village approves its employee's requests for outside employment. However, such part-time work may not interfere with your Village duties, responsibilities, and normal hours of work or overtime, work performance, or compromise the Village's interests. Before accepting outside employment, check with your Department Head or the Village President so that there is no conflict of interest between your Village position and your outside work.

## Meal & Break Periods

- The Village will provide a meal period of no less than thirty (30) minutes, beginning no later than five (5) hours after commencing work in each continuous eight (8) hour period worked by an employee. Employees shall also be entitled to two (2) paid fifteen (15) minute breaks each day.
- An employee who is to work 7 1/2 continuous hours or more shall be provided a meal period of at least 20 minutes. The meal period must be given to an employee no later than 5 hours after beginning work. Illinois has no law regarding breaks.

## Compensatory Time

- Non-exempt hourly employees will receive compensatory time of one and one-half hours for all hours actually worked in excess of forty (40) hours worked per week. Accrual and use of compensatory time shall be subject to the following terms and conditions:
  - No employee shall work in excess of 40 hours per week without the express written consent of his or her supervisor, which shall be noted on the employee's timesheet.
  - Employees shall be eligible to accrue up to 80 hours of compensatory time in one fiscal year (May 1 through April 30).
  - Requests to use compensatory time must be approved in advance by an employee's Supervisor and may be denied based upon the needs of the Village at that time.
  - Compensatory time shall not be used in increments of less than 4 hours nor more than 80 hours at one time.
- Compensatory time shall not be carried over from fiscal year to fiscal year nor shall the employee receive any monetary compensation for accrued compensatory time at termination of employment.

## Salary, Payday and Payroll Deductions

- An employee's salary is based upon the job description, responsibilities, and/or supervisory duties as set down by the Board.
  - Unless otherwise designated, salaries and wages shall be paid every other Thursday, by noon (26 times per calendar year).
  - All employees must submit time cards/sheets by 12:00 p.m. on the Monday prior to pay day.
  - Time cards/sheets must be signed by the employee, and also signed and dated by the employee's supervisor to verify the hours worked.
  - In the event that payday falls on a holiday, checks shall be issued the day before.
- The employee is the only person who can receive their payroll check unless they have submitted a signed written request to the Village Clerk for another person to receive it. The person who receives the employee's paycheck may be asked to show picture proof of identity. Additionally, the employee may request to have his/her check direct deposited to any financial institution of his or her choosing. Forms authorizing this service shall be available from the Village Clerk.
- The Village does not make personal loans or extend credit to employees.

- Those persons who are hired or who terminate 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.
- Overtime
  - The work week shall consist of seven (7) consecutive days. This section shall not be construed as a guarantee of any number of days per week or hours worked.
  - All work performed in excess of forty (40) hours in a single work week shall constitute overtime for hourly employees and shall be paid at a rate of one- and one-half times their hourly rate.
- Special Events
  - Special events are for coverage outside of the normal patrol duties. This would be for a special event to include bike races or other event where the community or event program requests a police officer or officers.
  - Events that request a police officer, the police officer can be paid at a rate of one and one-half hours worked, only when the cost of such expense is covered by the reimbursement to the village from the requestor.
  - Fun Fest over Labor Day weekend is exempt from this rule and any hourly police officers would be paid at their regular pay rate for time worked.

### Employee Benefits

The following is a general description of current employee benefits. In the event of a conflict between the description of the benefits in this Handbook and the terms of any employment contract, the contract will control.

### Health Care Stipend

- Full-time employees who have successfully completed their probationary periods are eligible to receive an annual stipend to offset medical and related health costs for themselves and their dependents. The amount of this stipend shall be established by the Board from time to time and will be distributed to employees on a bi-weekly basis with their regular paychecks
- The Village reserves the right to amend or terminate this stipend at any time, with or without notice.

### Workers Compensation Insurance

- All employees are covered by workers' compensation which provides for benefits in case of on-the-job injury. It goes into effect on the first day of employment. Any medical or hospital expenses resulting from a work-related injury are covered by this insurance. In addition, if the injury prevents the individual from working, this coverage may also pay the individual a percentage of their average weekly earnings depending upon the nature and extent of the injury, in accordance with state laws.

- If an employee sustains a work-related injury, no matter how slight, they must immediately report it to their supervisor. If the supervisor is unavailable, it should be reported to any Board member (or its designee). Additionally, an accident report form must be completed by the employee and received by their supervisor within twenty-four (24) hours of the injury or accident. Failure to complete all required forms on a timely basis may result in an individual's claim for compensation being denied.

## Holidays

- The Village recognizes certain paid holidays for its full-time and permanent part-time employees. Full-time and permanent part-time employees will receive their regular rate of pay for the number of hours that they are normally scheduled to work on the day the holiday occurs. These holidays are:
  - New Year's Day
  - Presidents' Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans' Day
  - Thanksgiving
  - Day After
  - Christmas Eve
  - Christmas Day
- Holiday Pay – Hourly Police Officers
  - Hourly police officers will receive holiday pay at an overtime rate of one- and one-half times their pay rate for any actual hours worked on village recognized holidays. These holidays include:
    - New Year's Day
    - Thanksgiving
    - Christmas Eve
    - Christmas Day
    - New Year's Eve Day
  - Employees who want to take off a religious, ethnic, or political holiday not listed above may take the day off without pay or may use a vacation day or compensatory time. However, employees must have advance approval from their Supervisor before taking the day off.

## Vacations

- Paid vacation is awarded to full time employees only in accordance with the following schedule:

1 Year of Service	5 Days
2 Years of Service	10 Days
5 Years of Service	15 Days
10 Years of Service	20 Days

- Vacation can be used in one-hour increments, not to exceed normally scheduled hours for that day.
- In no case shall employees be allowed to use more than two weeks of vacation at one time.
- Vacation earnings are based on the date of employment.
- Vacation earnings shall not be allowed to be carried over into the next succeeding year without express approval of the Board (or its designee).
- All vacation requests must be submitted in writing in advance, usually at least two weeks prior to the first day of vacation, and must be approved by the employee's supervisor. Under some circumstances, specific vacation requests may be denied because of Village needs.
- When an individual terminates employment with the Village, (s) he will be paid for unused vacation time not to exceed the allowed maximum.

### Jury Duty/Court Appearances

- The Village encourages all employees to meet their civic responsibility by serving on a jury when called to do so. If an employee is summoned for jury duty or to appear as a witness, the employee may take time off from work for this purpose without penalty.
- Employees must provide written notification to their immediate supervisor as promptly as possible of the dates and expected duration of their jury duty. They also must present proof of jury duty service to their supervisor at its conclusion. Employees will be paid their regular salary minus any compensation received for the duty.

### Funeral Leave

- Full Time Employees will be granted up to three days paid funeral time to attend the funeral of:
  - Your spouse, parents, step-parents, children, step children, legal guardian, grandchildren, grandparents, brother, sister;
  - Mother-in-law, father-in-law, brother-in-law, sister-in-law;
  - Your spouse's children, grandparents, and grandchildren.
  - You will be granted up to one day off with use of employee time to attend the funeral of an aunt, uncle, cousin, nephew, and niece of yours or your spouse.

### Sick Leave

- Paid sick leave is granted to full time employees only who are suffering from an illness which prevents them from performing their usual duties and responsibilities or who require medical, dental, or optical consultation or treatment. Sick leave is also granted to an employee when their spouse, child, or parent is suffering from an illness defined in the Family Medical Leave Act (FMLA). A doctor's statement may be required at any time during the sick leave or upon return to work.
- Employees are entitled to sick leave according to the following guidelines:
  - Full-time employees accrue paid sick leave at the rate of 4 hours per month or a total of 6 working days per year.
  - Sick leave may accrue to a maximum of 160 hours or 20 working days.
  - Employees must notify their immediate supervisor at the earliest possible time regarding the need to use sick leave.



- Use of sick days for reasons other than those for which this benefit is intended is considered an abuse of this benefit, and may result in disciplinary action, up to, and including, discharge. Days of absence beyond all accrued time will be unpaid, and, if they are not covered under any of the Village's leave of absence policies, may be considered excessive absenteeism and grounds for disciplinary action including, but not limited to, discharge.
- It is the employee's responsibility to notify his/her supervisor when they must be absent because of sickness or other emergency. In the event the supervisor is not available, the employee is to contact any Board Trustee or its designee as soon as possible, at least one hour prior to the start of their scheduled work time, on each and every day of absence. If the telephone is not answered, the employee should leave a voice-mail message and then follow up with their supervisor at their earliest opportunity.
- If an employee needs to leave work prior to the end of their shift due to an illness or an emergency, they must first contact their supervisor, or a Board Trustee (or its designee) if the supervisor is unavailable.
- Employees are required to attempt to schedule medical appointments outside of their normal work days and hours. If it is not possible to schedule appointments outside of normal work days or hours, employees will be granted sick leave in the amount necessary for the appointment and travel time to and from the appointment.
- Employees not using their accrued sick leave shall have the option of being paid for it at the conclusion of each fiscal year. Unused sick days will not be paid out to employees upon separation of employment.

### Other Leaves of Absences

#### Family and Medical Leave of Absence ("FMLA")

- The Village will provide up to twelve (12) weeks of a combination of paid and/or unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the Village for at least 12 months, and have worked at least 1,250 hours during the previous 12-month period.
- Employees will be required to substitute any accrued vacation time and/or sick days for any unpaid leave time taken under this policy. Similarly, if the employee otherwise qualifies for any other type of leave of absence, (s) he must take that leave at the same time (s) he is taking FMLA Leave. All time missed from work that qualifies for both Family and Medical Leave, and for worker's compensation, will be counted toward the twelve (12) weeks of Family and Medical Leave.
- The administration of this policy will be in accordance with the Family and Medical Leave Act of 1993 and its applicable regulations.

- Leave will be granted for any of the following reasons:
  - Because of the birth of a child and to care for such child (within 12 months after the birth of the child);
  - Because of the placement of a child with the employee for adoption or foster care (within 12 months of the placement of the child);
  - To care for a spouse, child, or parent, who has a serious health condition;
  - For a serious health condition that makes the employee unable to perform their job.
- Employees shall be required to use any accrued vacation and/or sick time and shall not accrue additional sick or vacation time during an FMLA leave of absence.
- If the employee and their spouse both work for the Village and each qualify for a leave under Points 1 or 2 of this section, the number of workweeks of leave to which both employees may be entitled is limited to a combined total of 12 in any 12-month period.
- Employees who want to take FMLA leave must ordinarily provide the Village at least thirty (30) days' notice of the need for leave, if the need for leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practical. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification of the serious health condition.
- Medical Certification: Any request for a leave under Points 3 or 4 above must be supported by certification issued by the applicable health care provider. At its discretion, the Village may require a second medical opinion and periodic re-certification to support the continuation of a leave at the Village's expense. If the first and second opinions differ, a third opinion may be obtained from a health care provider jointly approved by both the employee and the Village at the Village's expense.
- The Village may deny leave to employees who do not provide proper advance leave notice or medical certification.

### Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

- Hospital Care. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity relating to the same condition;
- Absence Plus Treatment. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
- Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;

- **Chronic Conditions Requiring Treatment.** A chronic condition which: requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- **Permanent/Long-Term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- **Multiple Treatments (non-chronic conditions).** Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

#### Intermittent Leave

- If certified as medically necessary for the serious health condition of either the employee or their spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Village may require the employee to temporarily transfer to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

#### Return from Family and Medical Leave

- Upon return from a Family and Medical Leave of Absence which has extended no longer than a total of 12 workweeks within a 12-month period, the employee will be restored to the same or an equivalent position to the one (s)he held when the leave started. The employee shall have no greater right to reinstatement or to other benefits and conditions of employment than if they had been continuously employed during the FMLA periods. If the leave was due to the employee's own serious health condition, (s) he will be required to submit a certification from their attending physician stating the employee is able to perform the essential functions of their job.
- Certain highly compensated "Key Employees" may be denied reinstatement when necessary to prevent "substantial and grievous injury" to the Village's operations. A "Key Employee" is a salaried employee who is among the highest paid ten (10) percent of employees at that location, or any location within a seventy-five (75) mile radius. Employees will be notified of their status as a Key Employee, when applicable, after they request a Family and Medical Leave.

#### Coordination with Other Policies

- The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

## Victim's Economic Security and Safety Act Leave of Absence ("VESSA")

- Under the Victim's Economic Security and Safety Act ("VESSA"), an employee may take up to a total of twelve (12) workweeks of unpaid leave from work during any rolling twelve (12)-month period in order to address matters involving domestic violence.
- **Eligibility:** Generally, to be eligible for VESSA leave, the employee must either be a victim of domestic violence or a family or household member of such a victim. Leave may be taken for the following reasons:
  - To seek medical attention or treatment
  - To seek psychological counseling
  - To obtain victim services
  - To relocate for reasons of safety
  - To seek legal assistance
  - To participate in a related court proceeding
- **Leave Time:** If an employee is entitled to leave under both VESSA and FMLA, the leave time will run concurrently.
- **Notice Required:** The employee must provide their supervisor with advance notice of at least 48 hours of his/her intention to take the leave. If such notice is not possible, the employee must notify their supervisor, any Board Trustee or its designee as soon as is practicable.
- **Certification Required:** If an employee seeks to use VESSA leave, (s) he must provide his/her supervisor with certification that: a) states that they or a family member is a victim of domestic violence; and, b) includes the employee's reason(s) for taking the leave. In certain circumstances, information such as documentation from victim services organizations, attorneys, clergy members, medical professionals, police or court records, or other corroborating evidence may be requested. The supporting documentation may be submitted as it becomes available. Certification must be provided within a reasonable time following the request by the Board (or its designee).
- **Employment and Benefits:** Time off that is approved under this policy is unpaid, and the time spent on VESSA leave will not be considered or counted as "time worked" for the purposes of accruing or earning employment benefits.
- Upon the employee's return from a VESSA leave, which has extended no longer than a total of twelve (12) workweeks within a rolling twelve (12) month period, the employee will be reinstated to the same or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, to the one they held when the leave started. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if (s) he had been continuously employed during the VESSA leave period.

## School Visitation Leave

- The School Visitation Rights Act allows parents and guardians, who cannot meet with educators during the school year due to a work schedule conflict, an allotment of time to do so. Village employees who are parents and/or guardians of biological, adopted, foster, or step children, or a legal ward who is enrolled in a public or private primary or secondary school in Illinois or a state which shares a common boundary with Illinois are eligible for

School Visitation Leave if they have worked fulltime for at least six consecutive months immediately preceding a request for school visitation.

- Employees may request up to a total of eight (8) hours of unpaid leave during a school year, of which no more than four (4) hours can be used on a given day, to attend school conferences or classroom activities, if the conference or activity cannot be scheduled during non-work hours. The total of eight (8) hours of school visitation time during the school year is available to an employee regardless of how many children they may have in school.
- School visitation time can only be requested after an employee has exhausted all accrued vacation, or other leave time other than sick time or disability leave. Employees must request the leave from their immediate supervisor at least seven (7) days prior to the leave unless it is an emergency situation, in which case, 24 hours' notice is allowed.

### Military Leave of Absence

- An employee who is drafted for service in the armed forces or is a reservist called up for active duty is eligible for military leave of absence. Such military leave of absence is governed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Illinois state law.
- An employee whose absence from work with the Village is required by reason of service in the uniformed services is entitled to re-employment rights and benefits under USERRA if the employee meets the following criteria for eligibility:
  - The employee gives the employer advance written or verbal notice of the service (no notice is required if military necessity prevents notice from being given or if, under all of the circumstances, giving such notice is impossible or unreasonable); and
  - The cumulative length of the absence and of all previous absences from work with the Village by reason of service in the uniformed services does not exceed five years; and
  - The employee has not been dishonorably discharged or separated from the uniformed service under other than honorable conditions; and
  - The employee reports to, or applies for reemployment to the Village within the time periods allowed by USERRA.
  - The time periods for applying for reemployment are based on the employee's length of military service. For service of less than thirty-one (31) days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, considering sufficient time for safe travel home plus an eight-hour rest period. For service of more than thirty (30) days but less than one hundred eighty-one (181) days, the service member must apply for reemployment within fourteen (14) days of being released from service. For service of more than one hundred eighty (180) days, the member must apply for reemployment within 90 days of being released from service.
- Failure to apply for reemployment within the specified time periods does not automatically forfeit the service member's entitlement to reemployment, but subjects the person to the Village's general practices pertaining to explanations and discipline with respect to absence from scheduled work.

- An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term (two weeks or less) reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time.
- There are additional rights, responsibilities and benefits associated with federal and Illinois state law regarding military leave. Employees who are currently, or are likely to become, members of the uniformed services should contact the Village Finance Committee for more details.

### Family Military Leave of Absence

- The Illinois Family Military Leave Act provides for unpaid leave for the families of military personnel. An employee is eligible for this leave if they are a spouse or the parent of an individual called to military service of at least 30 days in length by the State of Illinois or the United States, have been employed by the Village for at least 12 months, and have been scheduled to work at least 1,250 hours during the 12-month period immediately preceding the commencement of leave.
- Eligible employees will be provided with up to 30 days of protected, unpaid leave to visit with a spouse or child who has been called into military service for a period lasting longer than thirty (30) days. The leave must be taken during the time federal or state orders are in effect (the period in which the respective military personnel's unit has been mobilized and is preparing to leave its base to prepare for combat). Family Military Leave may also be taken intermittently. The Village may require certification from a proper military authority to verify an employee's eligibility for family military leave.
- Before taking family military leave, employees must exhaust all their accrued paid leave. The Village requires as much foreseeable notice of the leave as possible and reserves the right to schedule the leave so as not to unduly disrupt Village operations. If an employee's leave will extend over five (5) or more consecutive work days, the Village will require at least 14 days' notice of the intended leave.
- Employees will be restored to the position they held when the leave commenced or to a position with equivalent terms and conditions of employment.

### **Americans with Disabilities Act (ADA)**

- Employees with disabilities shall be eligible to request reasonable work accommodations pursuant to the Federal Americans with Disabilities Act. An individual with a disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of such impairment, or a person who is perceived by others as having such an impairment.
- The Village will review all ADA reasonable accommodation requests on a case-by-case basis under the following criteria:
  - Reasonable: the accommodation is plausible or feasible in the ordinary course of things;
  - Effective: the accommodation enables the employee to perform the essential functions of the job; and
  - Undue Hardship: whether the accommodation creates a significant difficulty or expense.

- An employee wishing to request a reasonable accommodation under the ADA shall request the Village's Interactive Employee's ADA Guidebook and follow all procedures therein.

## **CONDUCT**

Village employees are expected to behave in a proper, ethical manner at all times. Departments may have a comprehensive set of work rules that govern on-the-job behavior and manner of job performance. All employees should be familiar with your Department's work rules. The following guidelines are intended to serve as general examples of inappropriate behavior for which an employee may be disciplined. The list is not comprehensive of all improper behaviors.

- Incompetence or inefficiency.
- Offensive conduct.
- Insubordination or violation of any official order or regulation. Insubordination is defined as failure or deliberate refusal to obey an order by a superior, ridiculing a superior or a superior's orders, whether in or out of the presence of a superior.
- Accepting tips or gifts in the course of work.
- Conviction of a criminal offense involving moral turpitude or depravity.
- Negligent, or willful, damage or waste of public property.
- Inexcusable absences without being granted leave.
- Bringing, possessing, or being under the influence of intoxicants, or using intoxicants, or the consumption of alcoholic beverages or controlled substances while on duty or subject to duty.
- Harassment of any employee because of sex, race, religion, physical disability, or any other legally protected group status.
- Engaging in outside employment while on any leave of absence.
- Engaging in fraudulent use of a leave of absence.
- Claiming sick leave under false pretenses.
- Excessive or chronic absenteeism or tardiness.
- Failure to notify your supervisor in advance when you will be absent from work or are unable to report for work on time.
- Failure to comply with employee's specific department rules.
- Failure to conform to assigned work hours.
- Falsification or misuse of time cards, time sheets, records, or assisting in such falsification.
- Theft or misappropriation of Village property or another employee's property.
- Provoking, instigating, or involvement in fighting on the job, or on Village property. Threatening or carrying out acts of violence to an employee, supervisor, Village official, or visitor.
- Sleeping on the job.
- Violation of the Employee Handbook.
- Working unauthorized overtime.
- Possessing weapons or explosives of any type on Village property without Village authorization.
- Deliberately restricting work output or encouraging another employee to do so.
- Illegal, immoral, offensive or indecent conduct during the workday or on Village property.
- Failure to comply with the Village Safety Program.
- Using profanity or abusive language.
- Any other activity which is not compatible with good public service.
- Rude behavior toward a member of the general public or other Village employees.
- Lying or attempting to withhold information from a supervisor.

- Any other action or activity which results in a loss of public trust or affects any Village employee's ability to perform his/her duties as a Village employee.

### Discipline and Discharge

- Employees are considered at-will employees and serve at the discretion of the Board. The Board's determination to discipline an employee, including discharge of employment, is final and may be without cause. The at-will policy shall not be modified by any statements made to you or materials given to you.
- Progressive discipline will be administered by the Village, at its sole discretion. The steps of progressive discipline include, in order of severity:
  - Oral warning
  - Written warning
  - Meeting with employee, Department Head, and others as determined by the Village President
  - Suspension
  - Recommendation to Village Board for termination of employee
  - Termination from employment

### Access to Village Property

- You do not have a right to privacy when using Village offices, file cabinets, desks, lockers, and other Village property and facilities. Although the Village does not prohibit you from bringing personal items to work, (e.g., family pictures, plants, etc.) you should not bring them if you do not want them exposed to the public. You also do not have a right to privacy regarding the Internet sites you access or e-mails you write. E-mails are considered open, permanent records under the law. If you would not want them to be seen, then don't click on the web sites or write the e-mails. E-mails considered as public records shall not be deleted unless they have been archived on a CD or printed and properly filed and stored.
- Close and lock all doors, windows, and other Village property as identified by your supervisor (e.g., file cabinets, desks) in your work area at the end of the work day.

### Use of Village Equipment and Supplies

- You are responsible for proper operation, care, and conservation of Village equipment, tools, and supplies. You must report any accidents, breakdowns, malfunctions, or thefts immediately so that necessary repairs or investigations may be made. You may not use Village equipment and supplies for unauthorized or personal purposes, including photocopying equipment. The guidelines below are intended to serve as a general example for which you may be disciplined regarding the use of Village equipment and supplies.
- The following are prohibited actions:
  - Negligent, or willful damage, waste, or loss of public property;
  - Theft or misappropriation of Village property or another employee's property;
  - Any other action or activity that results in a loss of public trust or affects any employee's ability to perform his/her duties as a Village employee.



## Use of Village-Owned Vehicles

- Village vehicles will be provided to designated employees by the Village of Maple Park for work. They are not to be used for personal reasons or errands. It is the employee's responsibility to keep the vehicles in good working order and to report any problems immediately. The vehicles are to be neat and orderly, inside and out, at all times. It is the employee's responsibility to wash and clean the vehicle they are responsible for, as time allows. Each employee will be responsible for keeping the vehicle (they use the most) organized, stocked and fueled. Gas tanks are required to be more than one-quarter full and supplies are to be stocked.
- Village vehicles are to be driven in a responsible manner at all times. Speeding, reckless driving, etc., will not be tolerated. Remember that our name is on the vehicle. In the event an employee is stopped for a violation other than equipment safety, the employee shall be solely responsible for any fines and/or tickets. You should make regular visual checks of your truck for scratches, scrapes and dents. Any problems should be reported to your Department Head and or the Village President immediately. A police report must be filled out at the scene of an accident if there is substantial damage requiring repair. If damage is due to the employee's negligence, the employee shall be responsible for payment of the insurance deductible for repairs.
- Employees must wear seat belts at all times while using a Village vehicle.
- It is the employee's responsibility to make sure the vehicles are completely locked up. Village vehicles are valuable property and you may only drive them to conduct Village business. Personal use of a Village vehicle is never authorized, since such use creates unnecessary liability exposure to the Village and may hurt the reputation of the Village and other employees.
- Any employee driving Village vehicle must have a valid state issued driver's license. If using a personal vehicle for Village-related travel, you must document mileage and reason for travel to receive a reimbursement at the Federal mileage rate.

## Compliance with Laws

- Village employees will be responsible for respecting and adhering to local, state, and federal laws in conducting their work on Village computer networks. Any attempt to break those laws through the use of the networks may result in litigation against the offender by the proper authorities. If such an event should occur, the Village of Maple Park will fully cooperate with the appropriate authorities to provide any information necessary to assist the relevant law enforcement authorities during the investigation process.

## **SAFETY**

- The Village is committed to provide a safe working environment for all employees. Employees in Public Works and Utilities and certain Administrative employees may participate in safety training. The purpose of the training is to educate in the prevention of accidents and injuries to you and others. Other general safety training may be provided to all Village employees from time to time (e.g., defensive driving, first aid, CPR).

## **VACATING YOUR POSITION**

### **Layoff**

- Layoffs may occur because of a decrease in services, change in work methods, or other conditions. To assure continued quality services, merit and length of service may be given consideration in determining the order in which employees are laid off
- You may be laid off if you lose a license or other requirement necessary for you to perform the duties of your position.

### **Resignation**

- A written notice of 14 days is expected upon resignation from employment and you must work during the notice period. A Department Head or the Village President is not allowed to request or demand that you sign an undated resignation. An exit interview with the Department Head or the Village President may be scheduled to process your file for termination, authorize the release of your final paycheck, and review any final benefit payout.

## **EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT**

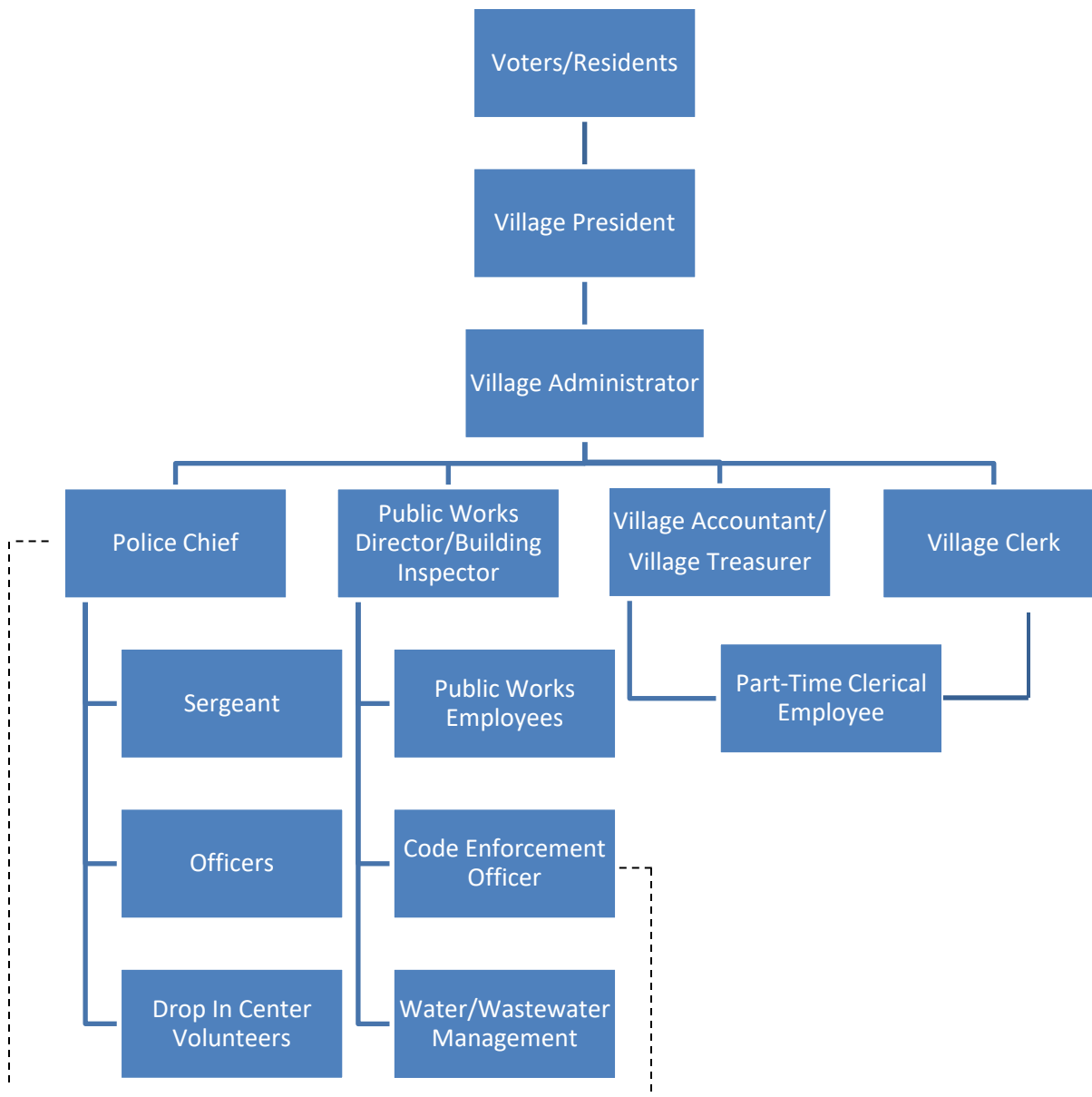
I have received a copy of the Village of Maple Park Employee Handbook. I understand that this Handbook is solely for the purpose of summarizing the Village's current policies, benefits and rules, and that it is not a contract, promise or guarantee of employment or of any specific terms or conditions of employment or procedural rights. I further understand that any or all portions of this Handbook may be amended or eliminated from time to time without advance notice. I also understand that my employment with the Village is at-will, and can be terminated either by me or by the Village at any time, for any reason, with or without notice.

\_\_\_\_\_  
Employee Name (Printed)

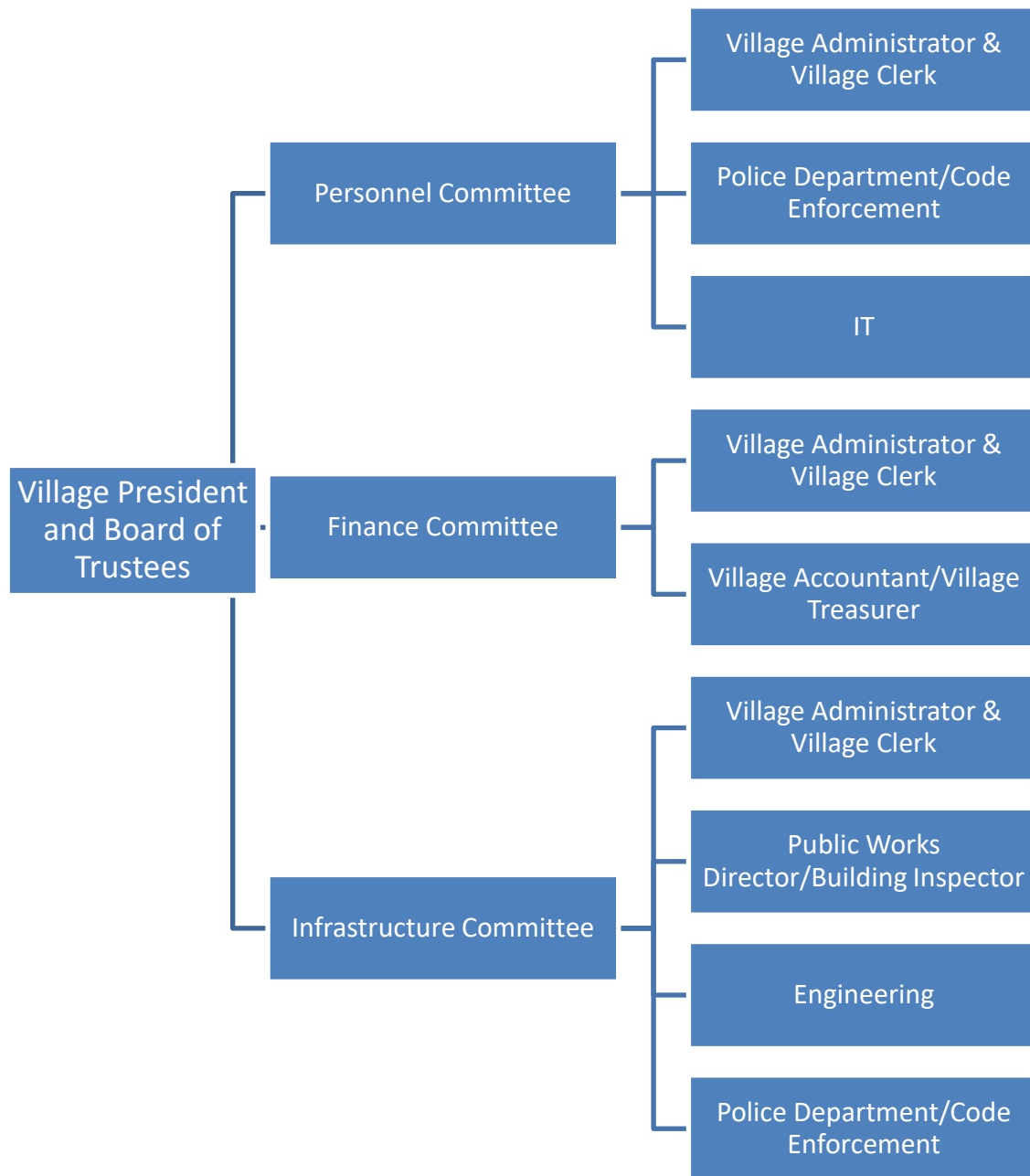
\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## **APPENDIX 1 – REPORTING STRUCTURE**



## VILLAGE TRUSTEE COMMITTEES – DEPARTMENT RESPONSIBILITY/SUPPORT



## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this on the 1st day of May, 2020, by and between the VILLAGE OF MAPLE PARK, a municipal corporation, (hereinafter called "Employer") and, DAWN WUCKI-ROSSBACH (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of DAWN WUCKI-ROSSBACH as VILLAGE ADMINISTRATOR of the VILLAGE OF MAPLE PARK; and,

WHEREAS, Employee desires to accept employment as VILLAGE ADMINISTRATOR of the Village of Maple Park, Counties of DeKalb and Kane and State of Illinois; and,

WHEREAS, the Employee represents that she is fully qualified and able to perform the duties of the VILLAGE ADMINISTRATOR; and,

WHEREAS, the Employee acknowledges that he will faithfully, timely and diligently perform the responsibilities of VILLAGE ADMINISTRATOR; and,

WHEREAS, the VILLAGE OF MAPLE PARK agrees to employ DAWN WUCKI-ROSSBACH under the additional terms and conditions as described herein; and,

WHEREAS, the Village Board seeks to provide certain benefits, establish certain conditions of employment and to set up working conditions of said Employer; and,

WHEREAS, the Village Board seeks to secure to (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment, and (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and,

WHEREAS, Employee desires to accept employment as VILLAGE ADMINISTRATOR of said Village of Maple Park.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1: Agreement**

The representation and commitments of the Employee as outlined in the preamble are material inducements to the Village to enter into this Agreement. The VILLAGE OF MAPLE PARK has relied on this Employee's representations in entering into this

Agreement. The language of this preamble clauses is expressly incorporated into this Agreement.

## **Section 2: Term**

This agreement shall remain in full force in effect until April 30, 2022.

Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Village President and Village Board to terminate the employment of the Employee at any time subject to the applicable law and the provisions set herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position as VILLAGE ADMINISTRATOR, subject only to the provisions herein.

## **Section 2: Duties and Authority**

Employer agrees to employ DAWN WUCKI-ROSSBACH as Village Administrator to perform the functions and duties specified in the Village of Maple Park's Municipal Code and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

## **Section 3: Hours of Work**

The Employee acknowledges that her employment is not limited to scheduled or regular hours and that she is an "exempt employee" for purposes of the Fair Labor Standards Act. The Employee will, in addition to the day-to-day activities, attend and conduct meetings and perform other functions as directed. The Employee also understands that she must be on-call at all times.

## **Section 4: Salary**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$65,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Village Board may determine that it is desirable to do so on the basis of any initial or annual salary review of said Employee made at the time of the performance evaluation specified [in Section \\_\\_\\_\\_\\_ on Page 8 of the Village of Maple Park Employee Handbook approved by the Village Board on January 7, 2020.](#)

## **Section 5: Retirement Benefits**

Employee shall receive pension and retirement benefits afforded other non-union employees of the Village.

## **Section 6: Discipline**

The Village may discipline the Employee for cause. This discipline may include reprimand, suspension and termination. Prior to termination, the Employee shall be allowed the opportunity to a pre-termination hearing. The hearing shall proceed only after the Employee has had five (5) day's written notice of the basis for termination. Employee shall be entitled to present witnesses and documents to attempt to refute any allegations. The hearing shall be requested through the Village President and will occur before the Village President and Board of Trustees.

### **Section 7: Discipline**

The Village may discipline the Employee for cause. This discipline may include reprimand, suspension and termination. Prior to termination, the Employee shall be allowed the opportunity to a pre-termination hearing. The hearing shall proceed only after the Employee has had five (5) day's written notice of the basis for termination. Employee shall be entitled to present witnesses and documents to attempt to refute any allegations. The hearing shall be requested through the Village President and will occur before the Village President and Board of Trustees.

### **Section 8: Termination and Severance**

In the events that the Employee is terminated without cause, as defined below, the Employee shall be entitled to severance pay. In that case, the Employer shall provide a agrees to pay the Employee six (6) full months salary and benefits as severance pay. Said salary payments shall be made in the following manner as determined by the Village (i) six (6) equal monthly payments paid on the first pay period of each month (following termination) as other employees of the Village, or (ii) lump sum payment within 30 days of termination date.

In the event that the employee is terminated for cause, there shall be no severance pay. "Cause" shall include, but shall not be limited to the following:

1. The conviction of a crime which substantially affects his/her ability to continue to serve in the capacity of Village Administrator or, in the Village's opinion, bring the Village into disrepute; or
2. Malfeasance, willful breach of the terms of this Agreement, neglect of duty, defalcation, or any other conduct in derogation of the rights of the Village as the Employer,

In the event the Employee shall resign his/her position as Village Administrator, other than in circumstances wherein his removal is being sought, or is subject to being sought, pursuant to the provisions next above, then she shall not be entitled to any severance compensation. In such event, Employee shall be entitled to recover 30 accrued sick days of compensation, plus any accrued but unused vacation days.



In the event that the village does not renew this contract after May 1, 2022 for reasons that are not attributable to cause and written notice has been provided to the Employee the Village shall pay the Employee six (6) months of salary as severance pay and shall permit the employee to receive the health insurance stipend for six (6) months.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

### **Section 9: Performance Evaluation**

Employer shall annually review the performance of the Employee in February subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to:

- A. Prepare a written evaluation, and  
Meet and discuss the evaluation, and
- B. Present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Annually, the Village President, with input from the Village Board, and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Village of Maple Park, and in attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing by Employee and presented to the Board within a reasonable time after their establishment. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

### **Section 10: Vacation and Sick Leave**

The Employee shall be credited four (4) weeks vacation per year beginning on May 1, 2020. In addition, all of the Village of Maple Park personnel rules regarding the accrual, retention and use of vacation and sick leave benefits for management employees shall apply to the employee in the same manner as other employees of this class, with the exception that this employee shall have the ability to carry over for up to two (2) weeks of vacation into the next calendar year for use by no later than June 30<sup>th</sup>. In the event that the Employee does not use the carried over days by June 30 they will be forfeited.

**Section 11: Insurance**

The Employee shall receive the standard medical insurance stipend received by all full-time Village management employees. The employee shall receive life insurance in an amount equal to her salary.

**Section 12: Retirement**

Employer agrees to pay 4% of the total of the Employee's base salary plus medical insurance stipend into the ICMA-RC 457 Deferred Compensation account.

**Section 13: Dues and Subscriptions**

Employer agrees to budget for the professional dues and subscriptions of Employee necessary for his/her continuation of participation in national, regional, state and local associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, as Village Administrator and for the good of the Employer. The total expenditure shall be subject to the Village's budget process.

**Section 14: Professional Development**

Employer hereby agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer

Employer also agrees to budget and to pay for the travel and subsistence expenses for short courses, institutions and seminars that are necessary for the professional development and for the good of the Employee subject to approval by the Village President.

Employee shall secure approval from the Village President prior to scheduling any extended, more than one workday, absences from the office.

**Section 15: Automobile Allowance**

The Employee is required to be on-call for twenty-four (24) hours services, so therefore, must have access to a vehicle for Village business and private use. The Village shall pay the Employee \$50 per month for an automobile allowance.

### **Section 18: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

### **Section 19: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

### **Section 20: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **Section 21: Other Terms and Conditions of Employment**

The Village Board, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Maple Park Charter or any other law.

All provisions of the Village Code, and regulations and rules of the Employer relating to retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of Employee, unless the Village Code's provisions conflict with express provisions of this contract, in which case the provisions of this Agreement will prevail.

### **Section 22: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. EMPLOYER: Village President  
Village of Maple Park  
302 Willow St.  
Maple Park, IL 60151
- B. EMPLOYEE: Dawn Wucki-Rosbach  
708 W. Hillcrest Rd.  
Palatine, IL 60074

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 23: Duty to Perform**

In the event the Employee become aware of any facts and circumstances which would render her unable to fully perform his duties she will immediately notify the Village President in writing. Examples of such conditions include but are not limited to loss or suspension of driving privileges or any event which would present the Village of Maple Park in an unfavorable light.

### Section 23: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or a portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.
- D. On the effective termination of this Agreement the Employee will surrender to the Village the possession of his office and any other equipment owned by the Village. The Employee will not be entitled to office services from and after such termination date.
- E. This Agreement has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.
- F. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such heading or numbers and the text of this Agreement, the text shall control.
- G. The Agreement may be executed in one or more counterparts, each of which shall be considered the original, and all of which together shall be considered one and the same instrument.
- H. The failure of the Village to insist on strict compliance of any provision, term or covenant of this Agreement shall not be deemed a waiver or relinquishment.
- I. In the event there is a conflict between the terms of any Village policy, ordinance or other enactment and the terms of this Agreement, the Agreement shall control.
- J. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

Effective Date. This Agreement shall become effective on May 1, 2020.

IN WITNESS WHEREOF, the Village of Maple Park has caused this Agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Administrator and the Employee has signed and executed this Agreement, both in duplicate the day and year first above.

EMPLOYEE:

EMPLOYER:

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DAWN WUCKI-ROSSBACH

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KATHLEEN CURTIS, Village President

ATTEST:

\_\_\_\_\_  
THERESA D'AMATO, Village Clerk

DRAFT