

# PERSONNEL POLICY MANUAL



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## INTRODUCTION AND AT-WILL DISCLAIMER

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

There are several things that are important to keep in mind about this manual:

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

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

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

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

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

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

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

**Note:**

**Please review the Employment Contract Disclaimer and Signed Acknowledgement Form in the appendix section of this manual.**

# **EMPLOYMENT**

# **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

## **Policy:**

Equal Employment Opportunity has, and will continue to be, a fundamental principle at the District, where employment is based upon personal capabilities and qualifications without discrimination because of an individual's actual or perceived race (including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic as established by law. The District is prohibited from using artificial intelligence (AI) in any way that results in discrimination based on a protected class.

## **Comment:**

1. In accordance with federal, state, and local laws, it is the policy of the District to provide equal employment opportunities to all qualified persons. All of our personnel policies, procedures and decisions pertaining to hire, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to an individual's actual or perceived race(including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic as established by law. The District is prohibited from using artificial intelligence (AI) in any way that results in discrimination based on a protected class.
2. We provide reasonable accommodation when necessary for all employees and/or applicants with disabilities or a sincerely held religious belief, provided the individual is otherwise qualified to perform the essential functions of the job. Such individuals should discuss their need for reasonable accommodation with the Administrative Assistant.

3. The Administrative Assistant has overall responsibility for this policy and maintains reporting and monitoring procedures. If you feel that you have been discriminated against in any respect, you should immediately bring the matter to the attention of the Administrative Assistant. If you are uncomfortable reporting to the Administrative Assistant, you should report to the Executive Director. For the full-complaint reporting procedure, see the District's Non-Discrimination and Anti-Harassment Policy.

## **NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

### **Policy:**

The District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a work environment free from discrimination and harassment. Therefore, the District expects that all relationships among persons in the workplace will be respectful and free of bias, prejudice, and harassment.

It is the responsibility of each employee, unpaid intern, officer, park commissioner, agent, volunteer, and vendor of the District, as well as anyone using the District's facilities, to refrain from sexual and other harassment. The District will not tolerate sexual or any other type of harassment of, or by, employees, unpaid interns and elected officials or any other person in an employee's work environment. Actions, words, jokes, or comments based on an individual's actual or perceived race (including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic as established by law will not be tolerated.

This policy should not, and may not be used for the basis of excluding or separating individuals because of his or her actual or perceived race, color, religion, sex, perceived race (including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic as established by law from participating in business or work-related social activities or discussions to avoid allegations of harassment.

The law and policies of the Agency prohibit disparate treatment based upon an individual's actual or perceived race (including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic

information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic as established by law, with regard to terms, conditions, privileges, and perquisites of employment. The District intends the prohibition against harassment, discrimination, and retaliation to complement and further these policies, not to form the basis or an exception to them.

The District is prohibited from using AI in any way that results in discrimination on a protected class. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not form the basis of an exception to them.

Any employee/intern engaging in practices or conduct constituting sexual harassment, discrimination, harassment, or retaliation of any kind will be subject to disciplinary action, up to and including termination.

In addition to this Policy and the District's EEO Policy, the District will provide training on discrimination, harassment, and retaliation to its employees at or near the time of hire and annually thereafter.

**Comment:**

**A. Definitions of Harassment**

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

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

2. **Harassment based on any other protected characteristic** is also prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of actual perceived race (including, but not limited to traits associated with race, such as hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex, gender (including gender identity and expression) age, national origin, citizen status, work authorization status (i.e. the status of being a person born outside of the United States, who is not a United States citizen, but is authorized by the federal government to work in the United States), ancestry, marital status, veteran status, disability, association with a person with a disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, family responsibilities, reproductive health decisions, association with someone else's reproductive health decisions, or any other protected characteristic or that of an individual's relatives, friends and associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassment may include, but is not limited to epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email and text messaging).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events and any other location where the individual is assigned to perform his or her job duties.

## B. **Retaliation is Prohibited**

The District prohibits retaliation against any individual because he or she reports discrimination, harassment, or retaliation, participates in an investigation of such report, and/or files charges of discrimination, harassment, or retaliation. Retaliation against an individual for reporting harassment, discrimination, or retaliation, or for filing a charge of discrimination, harassment or retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination of employment.

In addition to the District's prohibition on retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment, or retaliation. Protections against retaliation exist under the Illinois Whistleblower Act and/or the State Officials and Employee Ethics Act.

## C. Reporting Procedure

1. The District takes allegations of discrimination and harassment very seriously and strongly urges the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. This policy applies to all full-time, part-time, temporary, seasonal employees and unpaid interns. Immediate reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can take place.

The availability of this reporting procedure does not preclude individuals who believe they are being subjected to harassing, discriminatory, or retaliatory conduct from promptly advising the offender that the offender's behavior is unwelcome and requesting that it be discontinued. However, nothing in this policy will require individuals who believe they are being subjected to harassing, discriminatory, or retaliatory behavior to so advise the offender.

2. If you experience or witness harassment or discrimination of any kind, you should follow the steps below. In addition to following the steps below, you should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident). Written records such as letters, notes, memos, email, and telephone messages are helpful during an investigation of your complaint.
  - a. **Direct Communication with Offender:** If there is harassment or discriminatory behavior in the workplace, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you (if you feel comfortable doing so). If you are the harassed individual, you should clearly state that the conduct is unwelcome, and the offending behavior must stop (if you feel comfortable doing so). However, you are not required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
  - b. **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your Direct Supervisor, Department Head or Executive Director. If you feel uncomfortable doing so, or if your Direct Supervisor and/or Department Head are the source of the problem, condones the problem or ignores the problem, report directly to the Executive Director. If the Executive Director is the source of the problem, condones the problem, or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the

Park Board. In all the aforementioned situations and in (c) below, use the Discrimination/Harassment/Retaliation Complaint Form found in the appendix section of this manual.

- c. Report to Executive Director/President of the Park Board: An individual may also report incidents of harassment, discrimination, or retaliation directly to the Executive Director. If your complaint alleges harassment, discrimination, or retaliation by the Executive Director, or if the Executive Director condones or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Park Board.
- d. Complaint Against a Board Member: If a complaint is made about alleged discrimination, harassment or retaliation by a Park Board member, the complaint should be reported to the other Park Board members who are not involved in the alleged discrimination, harassment, or retaliation. The complaint should then be referred to the District's legal counsel. The complaint and any investigation into such a complaint will be reviewed by the District's legal counsel as well as a Committee of other Park Board members who are not subject of the allegations.

**D. Harassment Allegations Against Non-Employees/Third Parties**

- 1. If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer, or person using District programs or facilities, the Executive Director or his designee will investigate the incident(s) and take any necessary remedial measures. The District will make reasonable efforts to protect you from further contact with such persons when warranted or will take other reasonable steps to remediate the situation, including (but not limited to) evaluating interim steps warranted while the District investigates the allegations.

**E. Harassment Allegations by Elected Officials Against Other Elected Officials**

- 1. Elected officials can report alleged harassment by one elected official against another to the District's President of the Board. If the President of the Board reports the harassment or the allegation implicates the President of the Board, elected officials should report the allegation to any other District Board member. If a complaint is made against an elected official of the District by another elected official of the District, the District will refer the matter to the District's legal counsel. An independent review will thoroughly investigate the allegations of the complaint, which may include referring the matter to a qualified, independent attorney or consultant to review and investigate the allegations. If warranted (as determined, where possible, by a committee of the other Commissioners who are not the reporting official or the official who is the subject of the complaint), the Agency will make reasonable remedial measures.

**F. Harassment of Non-Employees**

1. Harassment of non-employees by employees is forbidden and will be subject to discipline up to and including termination for engaging in harassment. If a non-employee has a complaint of harassment, the non-employee should contact the Executive Director. If the Executive Director is implicated in the allegation, the report should be made to the President of the Park Board (or designee). The allegations of the complaint will be fully investigated as appropriate and, if warranted, reasonable remedial measures will be taken. For the purposes of this section, “non-employee” shall mean a person who is not otherwise an employee of the District and is directly performing services for the employer to a contract with the employer; it included contractors and consultants.

**G. Responsibility of Supervisors and Witnesses**

1. Any supervisor or manager who becomes aware of or witnesses any possible sexual or other harassment or discrimination and/or retaliation of, or by, any individual should immediately advise the Executive Director, and the Executive Director (or designee) will investigate the conduct promptly and take prompt remedial action, if the investigation substantiates the allegations. In the event the allegations implicate the Executive Director, the supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination, and/or retaliation of or by any individual, should immediately advise the President of the Board, and the District will investigate the conduct promptly and take prompt remedial action, if the investigation substantiated the allegations.
2. All individuals are encouraged to report incidents of harassment, discrimination, and retaliation, regardless of who the offender may be or whether you are the intended victim.

**H. The Investigation**

1. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The District will make every reasonable effort to investigate in a reasonable and confidential manner. However, it is impossible to guarantee absolute confidentiality, as the District must be able to fully investigate and take prompt remedial action when necessary. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. The District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment, discrimination, or retaliation. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination of employment.

**I. Responsive Action**

1. After investigation, the District will determine whether a complaint of harassment, discrimination or retaliation has been substantiated or not based on a review of the facts and circumstances of each situation. Misconduct constituting a violation of this policy (such as engaging in harassment, discrimination, or retaliation), will be

dealt with appropriately. Appropriate responsive action may include, by way of example only: training, referral to counseling; and/or disciplinary action (such as warning, reprimand, withholding a promotion or pay increase, reassignment, temporary suspension without pay, or termination of employment) as the District believes appropriate under the circumstances.

#### **J. False and Frivolous Complaints**

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

#### **K. Training**

1. Within the first 90 days of employment, then annually thereafter; every employee will be required to complete Sexual Harassment Prevention Training. The training will consist of 1) an explanation of sexual harassment consistent with the law; 2) examples of conduct that constitutes sexual harassment; 3) a summary of relevant federal and state statutes concerning sexual harassment, including remedies available to the victims; and 4) a summary of the District's responsibilities in the prevention, investigation, and corrective measures of sexual harassment.

#### **L. Conclusion**

1. Employees have a right to: be free from unlawful discrimination, harassment, or retaliation in the workplace (see this Policy and the District's EEO Policy); file a charge of discrimination, harassment, or retaliation (see this Policy); and obtain reasonable accommodations, such as those based upon pregnancy, childbirth, or medical conditions related to pregnancy or childbirth (see the District's ADA Policy and Pregnancy Policy).
2. While the District hopes to be able to resolve any complaints of discrimination, harassment, or retaliation, we acknowledge your right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601 about filing a formal complaint. A formal complaint must be filed with the IDHR within two years of the incident(s). The IDHR also has a reporting hotline that includes a method for the intake of anonymous phone calls regarding the allegations of sexual harassment: 877-236-7703. If the IDHR determines there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (IHRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation timely, an employee may file a complaint directly with the IHRC.

## **AMERICANS WITH DISABILITIES ACT POLICY**

### **Policy:**

The District is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such an individual's disability or perceived disability. Consistent with this policy of non-discrimination, the District will provide reasonable accommodation to a qualified individual with a disability, as defined by the ADA, who has made the District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the District or creates a direct threat to the safety of the employee or the safety of others.

### **Comment:**

1. The District will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, discharge or other terms, conditions, or privileges of employment based on job-related qualifications and abilities.
2. Employees with a disability who believe they need reasonable accommodation to perform the essential functions of their job should contact the Risk Manager or their Supervisor. The District encourages individuals with disabilities to come forward and request reasonable accommodation when needed. If employees feel uncomfortable making an accommodation request to the Risk Manager or their Supervisor, or they believe the accommodation request was not properly managed when made, they should report the matter to the Executive Director.
3. The District will determine the feasibility and reasonableness of the requested accommodation considering various factors, including but not limited to, the nature and cost of accommodation, the District's overall financial and other resources, the accommodation impact on the operations of their Department, including the ability of other employees to perform their duties, and the District's ability to provide its services to the public.
4. The District determines what a reasonable accommodation on a case-by-case analysis. The ADA does not require the District to make the best possible accommodation, reallocate essential job functions, create new positions or provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.). However, when the District denies a particular request, it will endeavor to find and offer a reasonable alternative.
5. The District will inform the employee of the decision on the accommodation request. If the District denies accommodation requests, it will advise the employee of their right to appeal the decision by submitting a written statement explaining the reasons for their appeal to the Risk Manager or to the Executive Director. If the Executive Director denies the appeal request, that decision is final.
6. An employee or job applicant who has questions regarding this policy or believes they have been discriminated against or harassed based on an actual or perceived disability (or based on an association with a person with a disability) should immediately follow

the Complaint Reporting Procedure outlined in the District's Nondiscrimination and Antiharassment Policy. The District will treat all inquiries or complaints as confidential as possible. However, the District cannot guarantee absolute confidentiality, as it must share information as needed to investigate complaints promptly and take remedial action when warranted.

7. The antiretaliation provision in the District's Nondiscrimination and Antiharassment Policy apply to this ADA Policy in equal force.

**Conclusion:**

1. Employees have a right to: be free from unlawful discrimination or harassment in the workplace; file a charge of discrimination or harassment; and obtain reasonable accommodation for disabilities.
2. While the District hopes to resolve any complaints of discrimination within the District, it acknowledges each employee's rights to contact the IDHR at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601, about filing a formal complaint within two years. If the IDHR determines there is sufficient evidence of discrimination to proceed further, it will file a complaint with the IHRC, located at the same address on the fifth floor. If the IDHR does not complete its investigation timely, the employee may file a complaint directly to the IHRC.

# **PREGNANCY DISCRIMINATION POLICY**

## **Policy:**

The District prohibits and does not tolerate discrimination against anyone based on pregnancy and is committed to making reasonable accommodation related to pregnancy, childbirth, and medical or common conditions related to pregnancy or childbirth. The District will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee regarding job-related functions, benefits, opportunities, and purposes. No person or employee, no matter his or her title or position, has the authority, whether express, actual, apparent or implied, to discriminate against a pregnant employee or applicant.

The District will not deny or remove a pregnant employee from a position because the employee is pregnant, considering pregnancy, or experiencing any pregnancy-related problems. All decisions regarding a pregnant employee's placement in or continuation in a job will be based on the same consideration that governs all employment decisions—the employee's ability to satisfactorily perform the essential duties of the job in question, with or without reasonable accommodation.

If you have a question, complaint, or problem related to pregnancy discrimination, you should relate such question, complaint, or problem to your Supervisor. If you feel uncomfortable doing so, or if your Supervisor is the source of the problem, condones the problem, or ignores the problem, report to the Executive Director.

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

## **Comment:**

### **A. Reasonable Accommodation**

1. Employees who believe they need reasonable accommodation to perform the essential functions of their job should contact their Supervisor. The District encourages employees to come forward and request reasonable accommodation when needed for pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth. If you feel uncomfortable making an accommodation request to your department head, or you believe your accommodation request was not responsibly managed, report the occurrence to the Executive Director.
2. On receipt of an accommodation request, the District will meet with the requesting employee to discuss and identify the precise limitations or restrictions resulting from the pregnancy, childbirth or related medical or common condition and the potential accommodation(s) the District might make to help overcome those

limitations/restrictions and allow the employee to perform the essential job functions of the position without creating an undue hardship to the District. The District may request employees obtain medical documentation supporting the reported need for reasonable accommodations in compliance with applicable laws.

3. The District will determine the feasibility of the requested accommodation, considering various factors, including but not limited to, the nature and cost of the accommodation, the District's overall financial resources, the accommodation's impact on the operation of your Department, including the ability of other employees to perform their duties, and the District's ability to provide its services to the public and any undue services.
4. The District will determine what is considered reasonable accommodation on a case-by-case analysis. When it denies a particular request, the District will endeavor to find and offer a reasonable alternative. The District will not require an employee to accept and accommodation other than a reasonable accommodation arrived at through the process, nor will the District require an employee to take leave, whether paid or unpaid, if it can provide another reasonable accommodation.
5. The District will inform the employee of its decision on the accommodation request. If the District denies accommodation requests, it will advise the employee of their right to appeal the decision by submitting a written statement explaining the reasons for the request to the Risk Manager or the Executive Director. If the Executive Director denies the appeal request, the decision is final.
6. An employee who has questions regarding this policy or believes they have been discriminated against or harassed based on their pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth or believes they have been retaliated against for their request for accommodation or opposition to discrimination/harassment, should immediately follow the Complaint Reporting Procedure outlined in the District's Nondiscrimination and Antiharassment Policy. The District will treat all such inquiries or complaints as confidential as possible. However, the District cannot guarantee absolute confidentiality, as it must share information as needed to investigate complaints promptly and take remedial action when warranted.
7. The antiretaliation provisions in the District's Nondiscrimination and Antiharassment Policy apply to the Pregnancy Discrimination Policy equal in force.

## **CHILD LABOR LAWS: EMPLOYMENT FOR MINORS**

### **Policy:**

The District complies with all applicable federal, state, and local child labor laws regarding employment of minors including, but not limited to, the Fair Labor Standards Act (FLSA) (which applies to minors under the age of 18 years old) and the Illinois Child Labor Act of 2024 (which applies to minors under the age of 16 years old). This policy does not seek to list all those laws, but to highlight key provisions.

### **Comment:**

1. All minors under age 16 must have an employment certificate before the District will allow them to work. The Regional or District Superintendent of Schools or their duly authorized agent issues employment certificates to the District for employment purposes, so the District can produce the certificate upon request to the Illinois Department of Labor.
2. For purposes of this policy, “school day” means any day when school is in session and “school week” means any week where one or more days are school days.
3. Federal and Illinois Child Labor Laws mandate that a minor under the age of sixteen cannot work the following hours:
  - a. During school hours when school is in session.
  - b. More than six consecutive days in a calendar week.
  - c. More than 40 hours in a calendar week when school is not in session.
  - d. More than eight hours in any 24-hour period.
  - e. Over three hours a day when school is in session.
  - f. Over eight hours a day combining school and work hours when school is in session.
  - g. Over 18 hours in a calendar week when school is in session;
  - e. Earlier than 7:00 a.m. and later than 7:00 p.m., except:
    - From Labor Day to June 1, the minor may work up to 9:00 p.m. if the minor works no more than 3 hours per day, no more than 2 school days in the week, and no more than 24 hours total in the week outside school time.
    - From June 1 to Labor Day, when the minor may work up to 10:00 p.m.

4. An unpaid meal period of at least 30 minutes must be provided to minors under the age of 16, no later than the fifth consecutive hour of work.
5. Under applicable federal, state, and local laws, certain duties or positions may be prohibited for certain groups, such as those under the age of 16 or under the age of 18. The District complies with all such limitations and may include relevant age restrictions in applicable job descriptions and/or postings for clarity.
  6. Employees under age 16 are not permitted to supervise any part of the transportation of camp, field trips, or other District-sponsored program participants to or from District-sponsored activities, including loading participants or materials onto a bus prior to departure, supervising the participant (or performing any other work) during the ride to and from the activity, and unloading participants or materials upon arrival at the activity or back at the point of departure. Employees under the age of sixteen are relieved of all duties during this time and are not to resume their duties until all participants and materials have been unloaded from the bus.
7. For minors under the 16 years old working for the District where no alcohol or tobacco is being sold on-site, the District will provide an adult 18 years of age or older to supervise or, in the case of a minor under 16 years old working for the District as a sports official, will have an adult District employee 21 years of age or older to be on call. For all other minors, the District will provide an adult 21 years of age or older, on-site, to supervise minors under the age of 16 at all times while the minors are working.

## **CLASSIFICATION, DEFINITIONS AND STATUS OF EMPLOYEES**

### **Policy:**

Employees are designated as full-time by the Executive Director or Park Board when they have completed their Introductory Employment Period. Full-time employees are scheduled to work at least 40 hours per workweek. Full-time employees may be required to work additional hours as necessary to complete all assigned tasks and as needed during busy periods. Part-time employees are excluded from the full-time employee classification, regardless of the number of hours worked.

1. Exempt employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the federal and state wage and hour laws. Exempt employees are not eligible for overtime pay. Their compensation is calculated on a bi-weekly basis. Full-time employees must utilize a time clock and/or a time sheet.
2. Non-exempt employees receive overtime pay for hours worked over forty in a work week in accordance with our overtime policies. Their compensation is calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheet.
3. During the first four months of full-time employment (28 days for part-time) with the District (the “Introductory Employment Period”), all employees are classified as Introductory Employees for purposes of orientation, evaluation, and training, if any. Introductory Employees also include employees who have previously served with the District and are beginning a new position.
4. During their Introductory Employment Period, newly hired full-time employees will be paid for holidays recognized by the District that are applicable to their employment classification. They will not be entitled to vacation days or personal days off during the Introductory Employment Period. Other employee benefits such as dental insurance and health insurance stipend will be applicable as required, or as mandated by the District’s agreement with the group insurance provider or by District policy. Transferred or promoted employees will continue with the same benefits, if any, they had previously unless the employee’s new position provides for different or no benefits, in which case the employee will receive the benefits provided by the new position, if any, at the completion of the Introductory Period.
5. Employees who are designated as part-time by the Executive Director or the Park Board and who have completed their Introductory Employment Period, are classified under one of the following two categories, depending on work schedule:
  - a. Classification I: Part-time employees scheduled to work at least 1,000 hours during the calendar year.
  - b. Classification II: Part-time employees scheduled to work less than 1,000 hours during the calendar year.

6. Part-time employees are classified as exempt or non-exempt and may be required to work more than their scheduled hours during busy periods. The number of hours that a part-time employee works will not change the employee's status or classification as a part-time employee. Unless specifically stated otherwise in writing by the Executive Director or the Park Board, part-time employees are ineligible to receive benefits.

## **ANTI-NEPOTISM**

### **Policy:**

Any relative of an employee or a member of the Park Board will be considered for employment by the District under certain conditions.

### **Comment:**

1. An employee or Park Board member's immediate family will be considered for employment based on his/her qualifications. Unless approved by the Executive Director, immediate family may not be hired, however, if employment would:
  - a. Create a supervisor/subordinate relationship with a family member or if employment would be in the same department of the family member;
  - b. Have the potential for creating an adverse impact on work performance; or
  - c. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy will also be applied when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes spouse, civil union partner, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, and members of the same household. This policy also applies to romantic relationships. (Please review the District's Romantic or Sexual Relationships Policy.)

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

## **HIRING PROCEDURES**

### **Policy:**

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

### **Comment:**

1. Full-time position vacancies are usually not posted at any District facility but may be posted on the District's website as well as state and/or national job services. Part-time and seasonal openings are available at Duis Center and Westwood and on the District's website. The District may recruit applicants for positions and vacancies from inside or outside of the organizations.
2. Employees interested in a particular opening should notify their Direct Supervisor and then the position's supervisor. All transfers and advancement will be made based on past performance, ability, attitude, aptitude, and other relevant job-related criteria as determined by the District in its sole discretion. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.
3. An employee who voluntarily leaves the District in good standing shall be eligible for rehire. If an employee is rehired within six (6) months, no pre-employment tests are required. After six (6) months a rehire will be required to take all necessary pre-employment tests as outlined in this manual. After twelve (12) months, a rehire in addition to all necessary pre-employment tests will also be required to attend an orientation session.
4. Individuals interested in an open position must complete an application for employment. The initial application will consist of a District application form and may require a letter of application and a resume. Applicants, including current employees, are required to furnish information and complete any and all forms deemed necessary, in the District's sole discretion, to satisfactorily inform the District of an applicant's qualifications and suitability for a position with the District. Providing false, incomplete, or misleading information in the employment application or other materials submitted in connection with an application, or in response to any questions, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or termination of employment.
  - a. The selection process involves an evaluation of the applicant's apparent qualifications for the position sought. This includes, but is not limited to, a review of the application materials, one or more interviews by phone or in person, verification of information obtained from the application or interview, checking of references, testing and/or any other means required to adequately evaluate an applicant's apparent qualifications and suitability to perform

properly the necessary and essential functions of the open position. We attempt to base employment, advancement, and promotion on a person's apparent suitability for the position including, without limitation, his or her past performance, future potential, aptitude, and attitude.

- b. The selected applicant for a full-time position may be given a formal, written offer of employment via a conditional job offer, which will include the job title, expected starting date, and any other details related to the position. The offer of employment will be contingent upon the individual's successful completion of one or more pre-employment tests and criminal background checks applicable to the position. A copy of the offer, signed by the Executive Director, will be placed in the employee's personnel file. This employment offer does not constitute an offer for an actual or implied employment contract and will not change or modify the at-will employment relationship between employee and the District.
5. No later than the first day of employment, District employees are required to provide adequate documentation of their eligibility to work in the United States. All new employees will be required to furnish the District with proof of citizenship or right to work by completing the Federal Form I-9 and providing appropriate supporting documentation no later than the first day of employment.
6. All employees are required to furnish the District with certified proof of date of birth at the time when a conditional job offer is made.
7. The District may reimburse new full-time hires, at the discretion of the Executive Director, a portion of the employee's relocation cost.

## **PRE-EMPLOYMENT TEST**

### **Policy:**

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

### **Comment:**

1. The District requires all full-time employees and may require part-time/seasonal parks/maintenance staff, equipment operators, drivers of agency vehicles and other positions deemed appropriate to successfully complete a medical examination after a conditional offer of employment and prior to starting employment. This medical examination is necessary to determine whether the employee can perform the essential functions of the job offered to him or her with or without reasonable accommodation on the part of the District. The District will also require drug testing for all applicants offered full-time, part-time, or seasonal positions with the District. Parks and maintenance staff and other positions may be required to complete a functional job screening after a position has been offered to the employee but prior to starting employment.
2. At the District's expense, the medical examination can be conducted by a physician chosen by the employee. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to the District, and the results will be placed in your medical file.
3. Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.
4. The District is required by state statute (70 ILCS 1205/8-23) to obtain criminal conviction information concerning all applicants and shall perform a criminal background check for applicants for all positions. Pursuant to the statutes, any conviction of offenses enumerated in subsection (c) of said statute shall automatically disqualify the applicant from consideration for working for the District. Any other conviction(s) will not automatically disqualify the applicant from consideration (or employee from continued employment), but the District will consider the convictions are substantially related to the employment sought or held or granted or continuing employment would involve an unreasonable risk to property or to the safety and welfare of specific individuals or the general public as discussed as follows.
  - a. The District does not require applicants to disclose sealed or expunged records or corrections, nor will the District take adverse employment action based on the same.
  - b. The District may require applicants to submit fingerprints and/or other identification information to facilitate a criminal conviction background check. All information concerning the record of convictions will be confidential and

only transmitted to those people who are necessary to the decision process or required by law.

- c. In some circumstances, the law may require the District to disqualify an applicant (or dismiss an employee) with certain criminal convictions automatically, as required by law. In other instances, the District will not consider conviction records in making adverse employment decisions regarding applicants and employees unless: 1) there is a substantial relationship between one of more of the previous criminal offenses and the employment sought or held; or 2) the granting or continuation of the employment would involve an unreasonable risk to property or to the safety and welfare of specific individuals or the general public.
- “Substantial relationships” means a consideration of whether the employment positions offers the opportunity for the same or similar offense to occur and whether the circumstances leading to the conduct for which the person was convicted will recur in the employment position.
  - Showing that a conviction record poses an “unreasonable risk” means that before deciding to bar employment, the District will assess the risk the employee poses to the workplace in the particular position and determine whether the risk is unreasonable under the circumstances.
  - The District will consider the following factors in determining whether a substantial relationship or unreasonable risk exists: 1) length of time since the conviction(s), 2) number of convictions, 3) nature and severity of the conviction(s), 4) facts or circumstances surrounding the conviction, 5) age of applicant/employee at time of conviction; and 6) evidence of rehabilitation efforts.
- d. The District gives notice to, and has an interactive process with, applicants/employees prior to making a final adverse decision based on any conviction record. For example:
- If after considering the listed factors, the District makes a preliminary decision the applicant’s/employee’s conviction record may result in an adverse employment action, the District will notify the employee of the preliminary decision in writing that contains: 1) the potentially disqualifying conviction(s), 2) a copy of the conviction history report; and 3) an explanation of the employee’s right to respond to the notice before that decision becomes final, including (but not limited to) submission of evidence challenging the accuracy of the conviction report or evidence of mitigation.
  - The employee/applicant has five business days to respond to a preliminary decision, before the District will make the final decision.
  - The District will consider any documentation or information submitted by the applicant/employee.
- e. After engaging in this process, the District will notify the applicant/employee they can continue with hiring/employment or will give written notice to applicant/employee of a final adverse employment decision based upon any conviction record. Any written notice of a final adverse employment decision based on a conviction record will contain: 1) notice of disqualifying

conviction(s), 2) any existing procedure the District has for the applicant/employee to challenge the decision or request reconsideration (if any); and 3) the right to file a Charge of Discrimination with IDHR.

5. All employees will be tested in accordance with the Park District's Controlled Substance and Alcohol Testing Policies.
6. Although the District does not generally require all employees to have a valid driver's license as a condition of their employment, any employee expected to drive either their personal vehicle or a District vehicle in the course of their job duties, must have a valid driver's license with the proper classification for the vehicle(s) the employee will operate. Before such an employee has started to work, and generally on an annual basis thereafter, the District will request a driver's license abstract review from the Illinois Secretary of State's office.
7. A history of severe and/or excessive driving violations that result in an applicant/employee being unable to drive as part of their work duties, and if driving is an essential function of their position, may result in rescission or an offer or discipline up to and including dismissal from employment. Similarly, a driver's license being placed on suspended or restrictive status that may result in an applicant/employee being unable to drive as part of their work duties, and if driving is an essential function of their position, may result in rescission of an offer or discipline up to and including dismissal from employment. However, if a restriction or suspension is a result of an applicant's/employee's disability or pregnancy, the applicant/employee will have all rights available under the District's ADA and Pregnancy Discrimination Policies, and the District will start the process to determine what reasonable accommodations, if any, are available to the employee pursuant to the relevant policy.

## **ORIENTATION**

### **Policy:**

Newly hired employees or employees who, because of a transfer, promotion, or reclassification, are in a different employment classification or are entitled to different benefits, must report to the Administrative Assistant or the Executive Director's designee on or before the first day in that position to complete the necessary paperwork.

Each employee, including transferred or promoted employees or former employees who are rehired, may be required to complete an orientation session before the first day of their employment in their new position. The orientation process may include training required by both governmental regulations and compliance with the regulations and guidance promulgated by the Park District Risk Management Agency (PDRMA). Employees will be required to sign an Employee Orientation Checklist to confirm that they have received and understand the necessary material.

## **INTRODUCTORY EMPLOYMENT PERIOD**

### **Policy:**

Every new employee goes through an initial period of adjustment in order to learn about the District and about his or her job. During this time, the employee will have an opportunity to find out if he or she is suited to, and likes, his or her new position.

Additionally, the Initial Employment Period gives the employee's supervisor a reasonable period of time to evaluate the employee's performance, including determining if he or she possesses the aptitude and attitude necessary for the employee to meet the required standards and expectations of the position he or she has been offered. The Introductory Employment Period is *three* (3) months for full-time employees and 28 days for part-time employees.

The employee's Direct Supervisor will utilize the Introductory Employment Period to assist the employee in adjusting to his or her new position and for the orientation and training, if any. The employee may be discharged at any time during this period if his or her supervisor concludes that he or she is not progressing or performing satisfactorily. In some circumstances, the Initial Employment Period may be extended. Additionally, during an employee's employment with the District, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, including prior to the end of the Introductory Employment Period.

At the end of the Introductory Employment Period, the employee and his or her supervisor may discuss the employee's performance or provide a performance evaluation for the employee. Provided the employee's job performance meets the expectations of the District at the end of the initial employment period, the employee will continue in the District's employ as an at-will employee. Successful completion of the Initial Employment Period does not guarantee continued employment for any specific time period or otherwise creates an employment contract between the employee and the District.

## HOURS OF WORK POLICY

It is the policy of the District to establish the time and duration of working hours subject to the financial and staffing requirements of the District, which may vary among departments. The District compensates all employees in accordance with state and federal laws.

### **Comment:**

1. The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday. No employee is guaranteed any specific number of hours per day or per week. No non-exempt employee will work a consecutive seven-day period without at least twenty-four consecutive hours of rest.
2. The work schedule for employees will be determined by the Executive Director, each Department Head, or their designee(s). The Executive Director, Department Head or their designee(s) will inform employees of their daily schedule of hours of work, including meal periods, and of any changes deemed necessary or desirable by the District.
3. Non-exempt employees (i.e., an employee entitled to the overtime pay) are entitled to overtime compensation at the rate of 1½ times their regular rate of pay for all hours worked in excess of forty in a single work week. Overtime and premium pay (i.e., on-call pay) cannot be pyramided, i.e., you cannot be paid overtime and premium pay twice or both premium pay and overtime pay for the same hours worked. Hours not actually worked but paid for, such as vacation, holidays, sick days, or other similar types of leaves, are not counted as hours worked for purposes of calculating overtime. For exempt employees, your regular salary compensates you for all hours worked during the preceding payroll week, regardless of the number of hours worked.
4. Because of the nature of the parks and recreation field and the public services to be rendered, non-exempt employees may be required to work more than their scheduled hours per workweek. Depending on the District's work needs, employees may be required to work overtime. Employees are required to work overtime when necessary and any employee's unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal. For all non-exempt employees, prior approval from the employee's Direct Supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action, up to and including dismissal.
5. All employees (except the Executive Director) are required to accurately record their actual hours worked by either using an electronic time clock and/or a manual timesheet. The time records (i.e., electronic time clock/timesheet), which must be approved by your Direct Supervisor, are the basis for your paycheck calculation. If you feel that your time record/time sheet is not accurate, please inform your supervisor or Department Head, who will take all necessary steps to correct any errors. Employees should not punch in 15 minutes before their scheduled shift begins and should not punch out more than 12 minutes after their scheduled shift ends, without prior approval from your Direct

Supervisor or Department Head. Your time record covers two work weeks. Time is computed to the nearest quarter of an hour.

6. All employees who work 7.25 consecutive hours or more must receive an unpaid 30-minute meal period before the fifth hour of work. Employees receive a second meal break when they work twelve consecutive hours and a third meal break when they work 16.5 consecutive hours.
7. Employees must swipe in/out or sign in/out each time they leave and return from a meal period. Employees using a manual timesheet and not swiping a card are responsible for accurately recording their own time records. Violation of this policy may result in appropriate disciplinary action, up to and including immediate discharge. The following points should be considered when completing a time record:
  - a. Swiping another employee's timecard or falsification of your own time record/sheet is prohibited and is grounds for disciplinary action, up to and including dismissal.
  - b. When a time clock is available/designated, employees must swipe-in and swipe-out.
  - c. When a time clock is not available/designated, the employee must sign in/out on a District-approved timecard or timesheet, as authorized by the employee's Direct Supervisor.
  - d. If an employee fails to swipe in/out or sign in/out, they must complete an Employee Timecard Change Form and submit it to their Direct Supervisor. In addition, the employee must call (815) 622-7827 at the time of the problem from a District phone to report the problem.
  - e. Failure to swipe in/out or sign in/out can result in disciplinary action, up to and including immediate discharge.
  - f. An employee's work period begins and ends when his or her scheduled shift begins and ends, not when he or she swipes in/out or signs in/out
  - g. Employee time records are to be checked by designated full-time supervisors. Time records are not to be altered. Timecard Change Forms are to be completed and given to the employee's Direct Supervisor when changes are warranted. Timecard Change Forms are to be completed by the employee and not the supervisor.
8. Non-exempt employees' attendance at meetings or training programs will be considered hours worked if such attendance is requested by the District and the meetings or training programs are held during the employee's regular work schedule. Employees who voluntarily attend meetings not related to the performance of their job and outside of their regular work schedule will not be compensated for this time. Employees required

to attend mandatory meetings outside of their regular work schedule will be compensated for this time at their regular rate of pay or overtime rate (if applicable).

9. Non-exempt employees required to be “on-call” after normal working hours or are called in because of an emergency will be paid 1½ times the employee’s regular rate of pay with the following guidelines:
  - a. Employee must be able to respond to a call and be on-site within 30 minutes of the call;
  - b. The employee will be paid for time spent at the site of the emergency call only;
  - c. The employee will also be paid 30 minutes (total) of travel time for transportation time to and from the site; and
  - d. Alcoholic beverages may not be consumed while on call.
10. Employees who are issued time clock badges are responsible for their time badges. Employees must take their time badge with them when they leave District property. Time badges left on District property will be confiscated. A confiscated time badge will be treated as a lost badge. Employees must notify their Direct Supervisor if their time badge is lost or misplaced. Employees must have a replacement badge before they can work again. An escalating fee, as determined by the Executive Director, will be assessed for replacement badges. Employees who habitually lose, misplace, or damage their time badges can face disciplinary action, up to and including discharge.
11. Exempt employees are not entitled to receive overtime compensation. However, they may be eligible for paid administrative time off as a reward for working abnormally long hours at the discretion of and with the approval of the Executive Director. Paid administrative time off will not be granted on an hour-for-hour matching basis but will be determined by the Executive Director. Paid administrative time off for exempt employees will only be considered when all the employees’ vacation days and personal days are exhausted. Paid administrative time off cannot be used as a substitute for sick time. Employees will not be allowed to accumulate or otherwise “bank” paid administrative time off. Paid administrative time off may only be taken as time off and will not be cashed out under any circumstances.
12. All exempt employees must maintain a regular schedule of work hours. These hours may be changed only with the approval of the Department Head and/or the Executive Director.
13. If an employee feels that they have not been compensated for all hours worked, or if a deduction from their paycheck was improper, the employee should immediately notify their Direct Supervisor.

## **WORK SCHEDULES**

### **Policy:**

Department work schedules are established by the Direct Supervisor, Department Head or the Executive Director based on the needs of the District. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the District and employees are not guaranteed any specific number of hours per day or week. The responsibilities of certain positions may require an employee to be on call on a 24-hour basis. On-call employees will be compensated during the time they are required to be on-call under (see the applicable policy in this manual). At the District's discretion, the District may change the work schedules.

### **Comment:**

1. Any change in work schedules or exchange of work periods among employees may not be made without the prior, written approval of your Direct Supervisor. Violation of this policy may result in disciplinary action, up to and including dismissal.
2. See applicable policies in this manual for additional information about work schedules.

## **RECORDING OF HOURS WORKED**

### **Policy:**

Non-exempt employees, and exempt employees designated by the Executive Director, are required to maintain an accurate and legible record of the hours worked by the method or methods approved by the District. These time records, which must be approved by your Direct Supervisor, are the basis for your paycheck calculation. You are responsible for your own time records. Violation of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

### **Comment:**

1. See applicable policies in this manual for additional information about Hours of Work and the recording of those hours worked.
2. Once employees clock or sign in, they should immediately begin work. The District considers failure to do so falsification of timekeeping records, and may result in appropriate disciplinary action, up to and including dismissal.
3. Employees are not permitted to work “off the clock.” If employees forget to clock or sign in, they must notify their immediate supervisor and complete the required paperwork, so the District can accurately record the time for payroll. Supervisors must timely document the reason(s) for adjusting employees’ time records; including but not limited to if an employee indicated a failure to clock or sign in or out and then submit them to the District’s Administrative Assistant for the purposes of payroll documentation.

## **PAYROLL PERIODS AND PAYDAY**

### **Policy:**

District employees are paid bi-weekly (every other) on Friday. Hourly employees are paid every other Friday for the two-week (14 day) period which ends at 11:59 p.m. the preceding Sunday. Salaried employees are paid every other Friday for the two-week (14 day) period ending on the day of pay. If payday falls on a District-recognized holiday, employees will be paid on the preceding working day. Paychecks will be delivered to the designated facility and will be available for pickup after 2:00 p.m. Paychecks may not be given to anyone other than the employee or mailed to the employee without written consent given at orientation. Employees should plan with their Direct Supervisor to collect their paycheck if they are not scheduled to work on a payday. If employment is terminated in the middle of a pay period, the employee will be paid for the actual hours they worked up to termination day.

### **Comment:**

1. Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (provided the bank has a direct deposit capability). To activate direct deposit, a Direct Deposit Authorization Form (which may be obtained from your Direct Supervisor) must be completed and returned with a voided personal check or deposit slip to your Direct Supervisor. Due to banking requirements, it may take several weeks to activate the direct deposit.
2. For those employees who are paid through direct deposit, their pay stub will be emailed to them. For those receiving a check, their pay stub will be attached to their check.
3. In the event of a lost paycheck, the employee must notify their Direct Supervisor as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered, and the District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the District within 24 hours of the time it is demanded. The employee is responsible for reimbursing the District for any stop payment fees associated with a lost paycheck.
4. Paychecks left at a facility for more than one month will be mailed. Direct deposit notifications left for more than a month will not be mailed, however.

## **TELECOMMUTING POLICY**

### **Policy:**

In order to meet the needs of our employees, the District will permit some employees in specific positions to telecommute and work at home for temporary period of time if telecommuting does not impact the employees' productivity or adversely affect the efficient operation of the District. Some District positions, by their very nature, do not lend themselves to telecommuting. For example, positions that require the supervision of other employees usually cannot be performed off site since it is an integral part of those positions for the supervisors to be able to answer questions and assist employees in their growth and development. The District will determine whether a specific job may be performed effectively off site and whether an individual is effective working without supervision at home. Employees should understand the ability to telecommute may vary based on business needs that change over time depending on the circumstances.

### **Comment:**

1. When considering telecommuting, the Direct Supervisor and the employee are responsible for ensuring that the following conditions are met:
  - a. Telecommuting does not adversely affect the District, departmental assignments/projects, customer relations, or other departments;
  - b. There is adequate and suitable work available for the employee to perform at home with no supervision;
  - c. The position is appropriate for a telecommuting arrangement; and
  - e. Adequate equipment is in place, or could be out into place, to facilitate the telecommuting arrangement.
  - d. The employee has maintained a good work record prior to making his or her request to telecommute (i.e., no excessive or unexcused absences and no disciplinary action within the last 12 months of employment).
2. Employees interested in telecommuting should discuss with their Direct Supervisor whether telecommuting is an option in their current position. If the Direct Supervisor agrees, the employee and Direct Supervisor must submit a written request to the Department Head and the Executive Director. The request needs to include:
  - a. The hours and days the employee must be present in the workplace. (Note: The employee must spend at least three days per week in the workplace, and the employee is responsible for attending all scheduled meetings, whether those meetings take place on the scheduled days in the workplace.)
  - b. Acknowledgement that the employee has a suitable home office environment equipped with computer, Internet access, telephone, and other support systems.

- c. The performance criteria that will be used to determine whether the telecommuting arrangement is effective.
  - d. The reporting requirements for the telecommuting employee (i.e., how often the employee will check-in, availability for phone calls, etc.).
  - e. Acknowledgement that the telecommuting arrangement is not intended to be permanent, will be reviewed on an as-needed basis, and may be revised or discontinued at any time, with or without advance notice.
  - f. Acknowledgement that the employee remains employed at will and that the telecommuting agreement does not constitute a contract of employment.
  - g. Acknowledgement that violation of the telecommuting arrangement will result in discipline, up to and including termination (for example, engaging in personal activities when scheduled to work from home, lack of responsiveness during work hours, tec.).
  - h. Employee fully understands the District may revise or rescind the arrangement at any time for any reason or no reason at all. When telecommuting, an employee must adhere to all other policies and procedures.
3. In order to be eligible for telecommuting, the employee must have been employed full-time by the District for at least one year.

## **OUTSIDE EMPLOYMENT**

### **Policy:**

If you are a full-time employee, you may secure employment/work (paid or non-paid) outside of your job with the District, subject to certain restrictions as outlined below:

### **Comments:**

1. Approval (see applicable form in the appendix section of this manual) from your Department Head and the Executive Director is required prior to beginning any outside employment.
2. Approval will not be given if the outside employment presents a conflict of interest or interferes with your fulfilling your responsibilities at the District. Such conflict of interest would include, but not be limited to, working for persons or companies with whom the District conducts any form of business. Interfering with responsibilities would include, but not be limited to, not being able to work at the District during the times that you are scheduled or requested to work because of outside employment.
3. Accepting outside employment without prior approval or failure to terminate outside employment when so directed by your Department Head and Executive Director may be cause for disciplinary action, up to and including termination.

## **EMPLOYMENT IN MORE THAN ONE DEPARTMENT**

### **Policy:**

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

### **Comments:**

1. The Executive Director must approve the dual employment of all full-time employees.
2. When an employee with dual employment is discharged for any reason from one department, he or she will be considered discharged from the District.

## **RESIDENCY REQUIREMENTS**

### **Policy:**

It is the policy of the District to require full-time employees to maintain their domicile and bona fide place of residence within certain proximity of Sterling Township.

### **Comment:**

1. All full-time employees will be required to maintain their domicile and bona fide residence within a 15-mile radius of Sterling Township, unless the Executive Director gives approval otherwise. Unless approval is given by the Executive Director, any full-time employee who fails to comply with this policy shall be subject to immediate termination by the District.
2. Part-time and seasonal employees shall have no residency requirements.

## **COMPENSATION PROGRAM**

### **Policy:**

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

### **Comment:**

1. Under usual and appropriate circumstances, full-time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including, without limitation, performance. Any adjustments will be effective on a schedule determined by the Executive Director. Part-time employees will be considered for salary adjustment based on several factors, including, without limitation, performance on either their anniversary date or on a schedule determined by the Executive Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal.
2. All salary and wage decisions are made at the sole discretion of the District, and no guarantee is made of wage increases either annually (for full-time employees) or on an anniversary date (for part-time employees).
3. The District will provide the pay scale and benefits in any job posting, as well as any applicant for employment, prior to any offer being made or discussion of compensation. In addition, the District will announce, post, or otherwise make known all opportunities for promotion to all current employees no later than 14 calendar days after the District makes an external job posting for the position. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of the benefits and other compensation including, but not limited to, bonuses or other incentives the District reasonably expects in good faith to offer for the position, set by reference to any applicable pay scale, the previously determined range for the position, the actual range of others currently holding equivalent positions, or the budgeted amount for the position, as applicable.

## **PERFORMANCE EVALUATION**

### **Policy:**

The District uses a variety of performance appraisal methods for full-time and part-time employees to provide a means of evaluating an employee's performance and progress. The performance appraisal assists the District in making personnel decisions related to such matters as promotions, transfers, demotions, terminations, and salary adjustments. Performance appraisals become and continue to be an essential part of an employee's personnel records.

### **Comment:**

1. Employees generally receive a performance review annually. If an employee's job responsibilities change at any time after the annual performance review, however, another performance review may be performed before the next annual review, after the new assignment has begun. Formal evaluations will be conducted by your Direct Supervisor on a pre-determined annual schedule as set forth by the Executive Director. In addition, you or your supervisor may request an informal review at any time.
2. Your Direct Supervisor, Department Head and/or Executive Director observe and evaluate your performance daily. They will attempt to notify you of any observed deficiencies in your work performance or inappropriate conduct.
3. If you receive an unsatisfactory formal performance evaluation, you may be subject to disciplinary action, up to and including termination.
4. If you disagree with a formal performance evaluation, you may request another interview with your Direct Supervisor to discuss the evaluation. If an agreement is not reached as to the evaluation, you may:
  - a. Request in writing, within five working days of receipt of your performance evaluation, a meeting with the supervisor at the next level of authority in your department. Your request must include an explanation as to why you believe your performance evaluation should be changed. You must attach to your request any supporting documentation. If you do not timely request a meeting, the evaluation of your Direct Supervisor will be final, and a copy of your evaluation will be placed in your personnel file. If you timely request a meeting, the supervisor will meet with you and investigate the circumstances surrounding your evaluation. The supervisor will issue a written determination within ten days of receipt of your written request. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding supervisory level up to the Executive Director. Any decision of the Executive Director shall be final.

You may also prepare a written response stating your position or objection to your evaluation and requesting that your response be placed in your personnel file.

## **SEPARATION OF EMPLOYMENT**

### **Policy:**

Employment with the District is on an at-will basis. This means that both employees and the District have the right to terminate employment at any time with or without cause or notice.

### **Comment:**

1. The District may, in its sole discretion, determine the number of employees needed in any given area at any given time, including the reduction or layoff of staff.
2. As an at-will employee, you may resign from your position with the District at any time, with or without notice or cause. However, the District requests that an employee give their Direct Supervisor enough notice of their intention to resign to enable the District to minimize departmental hardship and to make proper provisions for the filling of the employee's position. The District requests that the employee give written notice to their Direct Supervisor at least ten working days prior to their last workday; however, twenty working days' notice is preferred. Vacation days or personal days may not be included in the 10-day notice period. The employee may leave anytime during the 10 days with their Direct Supervisor's consent and remain in good standing. If the employee fails to resign in good standing, they may not be eligible for rehire unless the employee demonstrates good cause for leaving early. Seasonal employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early.
4. Before officially separating from the District's employment for any reason, the employee must return all District property, including without limitation vehicles, tools, keys, uniforms, equipment, and identification, etc.
5. Upon separation, any remaining earned and unused vacation leave will be paid to the employee or the employee's heirs at their rate of pay as of their separation date. The Direct Supervisor will provide the employee with the appropriate information when separated from the District.
6. Information provided by the District in response to requests for employment references will be limited to the employee's starting date, ending date, job title, and job description. It is the District's policy not to provide any other information or references. The employee should complete and deliver a written release to the District, in the form required by the District before any additional information is provided.
7. When possible, the employee's Direct Supervisor, or the Executive Director's designee will conduct an exit interview when separating from the District. At this meeting, the employee is required to return all District property not previously returned, such as nametags, keys, security cards, and all other District property. Additionally, the employee should speak with their Direct Supervisor regarding the required completion of forms for insurance continuation, IMRF and other termination related matters.

**EMPLOYEE  
BENEFITS**

## **DISCLAIMER**

### **Policy:**

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

### **Comments:**

1. Please note that nothing contained in the benefit plan described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the District and its employees, retirees, or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.
2. The District reserves the right, at its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all the provisions of the benefit plans described herein. Further, the District reserves the exclusive right, power, and authority, at its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matter arising in connection with the operation or administration of such plans.
3. Benefits under the plans described herein will be paid only if the plan administrator decides at his discretion that the applicant is entitled to them.
4. For more complete information regarding any of our benefit programs, please refer to the plan descriptions, which were provided to you separately or contact your Direct Supervisor. If you lost or misplaced those descriptions, please contact your Direct Supervisor for another copy.

## **SICK DAYS**

### **Policy:**

Full-time employees are granted eight hours (one day) of sick time based upon their regular work schedule, at the rate of one per month, up to a maximum accumulation of 640 hours.

### **Comment:**

1. For this section, your “immediate family” includes the employee, the employee’s spouse, civil union/domestic partner, child, stepchild, sibling, grandchild, parent, , parents-in-law, grandparent, grand-parents-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
2. Sick days are defined to mean the absence from work because of an employee’s/employee’s immediate family’s illness, injury, personal care, or pregnancy and confinement. Although employees are encouraged to make doctor and dentist appointments during non-working hours, paid sick days may also be used for doctor/dentist appointments, illness in the immediate family or doctor/dentist appointment in the immediate family. An employee who is the father of a child may use sick leave in conjunction with a child’s birth, only if the child is ill; or care for his spouse while recovering from labor and delivery. A physician’s statement is required if absent more than three days. Sick leave used for any of the aforementioned purposes may count towards an employee’s Family and Medical Leave entitlement.
3. Sick days over the 80-day limit will be accumulated only to be used toward service credit with the Illinois Municipal Retirement Fund (IMRF) for retiring employees per IMRF requirements. The use of accumulated sick days for service credit is only available to employees who have participated in IMRF or an Illinois Reciprocal Retirement System prior to January 1, 2011.
4. If an employee is going to be absent or late to work, the employee must notify their Direct Supervisor or the supervisor at the succeeding level of authority in their department if they are unable to reach their Direct Supervisor at least 30 minutes before their scheduled start time. The employee must also call the District Administrative Office at (815) 622-6225 and leave a message at least 30 minutes before their start time or email/text the District’s Director of Parks and Planning at least 30 minutes before their start time. The aforementioned procedure must be followed each day of absence. If the employee is not able to make the call personally, a family member or friend should make the required contacts/calls. If the employee fails to notify their Direct Supervisor or call the Administrative Office, the absence/tardiness may be considered absence without leave, which will result in loss of pay and/or disciplinary action, up to and including dismissal. Notice of sick leave must be subsequently confirmed in writing via a Personnel Action Report (see appropriate form in the appendix section of this manual), as soon as possible after the leave or as soon as requested by their Direct Supervisor.
5. If an employee is away from work for three or more consecutive days because of illness or injury, or if the District becomes aware that they have incurred an illness or injury

that is likely to last more than three consecutive days; the District may require the employee to provide documentation from their physician or other healthcare provider confirming the illness or injury, the employee's fitness to return to work, and the employee's ability with or without a reasonable accommodation to perform the essential functions of their position. If the District has reason to suspect abuse of this sick day policy, the District will require the employee to provide such documentation for time away from work of less than three consecutive days.

6. Failure to comply with this policy or abuse of this policy may result in disciplinary measures, up to and including discharge.
7. Sick leave may not be used as vacation or personal time.
8. Upon an employee's separation from the District, the employee will not be paid for any accrued, but unused sick days.
9. Regular part-time and seasonal employees are not eligible to earn sick days.
10. Sick days do not count as hours worked for overtime compensation purposes.
11. Sick time does not accrue when an employee is off work due to FMLA leave, workers' compensation leave, or a personal leave.

## **VACATION DAYS**

### **Policy:**

It is the policy of the District to provide full-time employees the ability to accrue paid vacation days as outlined below.

### **Comment:**

#### **1. Introduction**

The basis for use of vacation days is the calendar year, January 1 through December 31, except as noted below. The number of vacation days an employee may earn is determined by an employee's total calendar years of continuous full-time employment with the District. A vacation day is based on the employee's regular work schedule, and employees will be paid while taking vacation time based upon their regular weekly, salary, or hourly pay.

#### **2. Completion of Six Months of Employment**

Newly hired full-time employees will accrue five (5) vacation days at the completion of six months of continuous employment. These vacation days must be used by December 31 of the next calendar year of employment or be lost. (Examples: You are hired on April 15, 2026. You earn five vacation days as of October 15, 2026, which you may use beginning on October 15, 2026 and must use by no later than December 31, 2027.) As an additional example, if you are hired on September 1, 2026, you will receive five (5) days of vacation as of February 1, 2027, which you may use beginning February 1, 2027, and must use by December 31, 2027. The District will not pay the monetary equivalent of accrued but unused vacation days at the end of the calendar year, except upon termination of employment as provided in Paragraph 6 below. Vacation days are not accrued in arrears. On January 1 of the calendar year following the year of hire, employees earn vacation days as set forth in paragraph 3, below.

#### **3. After the First Calendar Year of Employment**

Except as set forth in paragraph 7, a completed calendar year of employment will be credited on December 31 to full-time employees. After the first completed calendar year, full-time employees accrue vacation as specified in the following schedule. Vacation days may be taken as of January 1, subject to paragraph 5. On December 31 any amount in excess of approximately 50% of the annual accrual rate will be lost. The District will not pay the monetary equivalent of any accrued, but unused vacation days at the end of the calendar year, except upon termination as provided in Paragraph 6.

Beginning Employment Term

Paid Vacation Days

*Completed Year(s) of Employment as of January:*

0 years (hired on/after 7/1 of the prior year and after 6 months)	5
1 calendar year (hired on/ before 6/30 of the previous year)	10(+5*)
2-4 calendar years	10(+5*)
5-9 calendar years	15(+8*)
10-19 calendar years	20(+10*)
20+ calendar years	25(+13*)

\*maximum annual accrual excess

The Executive Director may grant experience credit to newly hired full-time personnel and the experience credit will apply in calculating completed calendar years of employment following the first calendar year of employment. For instance, the credit granted may be half (1/2) credit for each year of full-time professional experience prior to employment with the District, subject to the discretion of the Executive Director and provided the Executive Director concludes such prior experience is deemed to be related to the employee's District position. In other words, the experience credit may be applied to give the employee additional completed calendar years of employment for the purpose of calculating the applicable number of paid vacation days.

**4. Vacation and Other Leave**

An employee must substitute any accrued and unused vacation days (as well as accrued and unused sick days) for unpaid leave under the District's Family and Medical Leave Act (FMLA) Policy, and any such paid time off must be taken at the same time as the FMLA leave. Please refer to the FMLA section of this manual for more detailed information

**5. Scheduling Vacation**

Vacation requests must be approved by your Direct Supervisor. A Personnel Action Report (see appropriate form in the appendix section of this manual), must be completed and submitted to your supervisor to request vacation time prior to the start of the vacation. Your Direct Supervisor will make every effort to comply with your request for vacation, and the approval of vacation days are subject to the District operating needs. Your Direct Supervisor will approve or deny vacation requests based upon factors such as the District and the public's needs, the employee's workload, and other factors. When two or more employees in the same department request the same days off (and it is not possible for the District to grant both), the Department Head will decide based on seniority and the personal situation. Your Direct Supervisor may require you to reschedule your vacation if it is determined that your presence is necessary for the efficient or safe operation of the District.

6. **Vacation Pay Upon Termination**

If employment is terminated for any reason, the employee will receive pay for any accrued but unused vacation days in that calendar year (and any accrued, unused vacation days from the prior calendar year if the termination is before March 1 and the employee was permitted to carry over vacation days because they were not allowed by the District to use them in the prior calendar year). Payment for accrued but unused vacation days at the time employment with the District is terminated is based upon the regular hourly rate of pay or rate of salary at the time of termination.

7. **Miscellaneous Provisions**

- a. Employees may not receive vacation pay in lieu of compensatory time off.
- b. If an employee request is approved for vacation days, the employee cannot later convert those vacation days to sick or personal days.
- c. Where hours worked are less than 1,000 hours within a calendar year, the year will not count as a completed calendar year of employment, unless otherwise provided by law.
- d. Vacation time does not accrue when an employee is off work due to FMLA leave, workers' compensation leave, or a personal leave.
- e. Vacation days do not count as hours worked for overtime compensation purposes.

## **HOLIDAYS**

### **Policy:**

The Park District observes the following holidays:

New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve (December 24), Christmas Day, and Spring Holiday.

### **Comment:**

1. Full-time employees will be paid for the above holidays. If a full-time non-exempt employee is scheduled to work on one of these holidays, compensation with pay at a rate of 2½ times the regular rate of pay will be given. Full-time exempt employees required to work on one of the aforementioned holidays will be given time off on another workday. Time must be used by the end of the month that the holiday fell on. If you are on an approved vacation leave during which a holiday falls, the holiday will not count as a day of used vacation leave. For example, if you take vacation leave Monday through Friday and a holiday fall on that Friday, you will be considered to have used only four (4) days of vacation.
2. Where a holiday falls on a weekend it will be observed on either the preceding Friday or following Monday, as designated by the Executive Director.
3. Part-time and seasonal employees are not entitled to receive holiday pay.

## **PERSONAL DAYS**

### **Policy:**

Full-time employees are granted two (2) paid personal days per calendar year. Personal days will be issued on January 1 but may not be used until after the employee's one-year anniversary date. Personal days must be requested via a Personnel Action Report in advance of the desired date and are subject to the approval of your Direct Supervisor. Personal days are granted to employees to allow paid time off for personal reasons of any nature, including holidays not recognized by the district.

### **Comment:**

1. Personal days are not cumulative and must be taken during the year when granted or they will be forfeited without compensation. Personal days earned but not yet used will not be paid to an employee upon separation.
2. Employees hired after July 1, but prior to December 31 will be granted one personal day for the calendar year hired.

## **PAYROLL DEDUCTIONS**

### **Policy:**

Automatic payroll deductions will be made for the employee for federal and state income tax purposes, pension contributions and Social Security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as dental insurance, tax-deferred retirement plans, flexible benefit plans, credit union accounts, and supplemental health/life insurance. Please contact the Administrative Office for information on payroll deductions.

### **Comment:**

1. Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include Social Security, Medicare, and federal and state income taxes. Other involuntary deductions may be required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld.
2. Any employee that receives two or more wage garnishments may have their employment terminated.

## **IMRF PENSION PLAN**

### **Policy:**

Employees who work in District positions that meet certain hour standards are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability, and death benefits to eligible participants. These benefits are in addition to those provided by Social Security. Additional information about the IMRF plan is available at [www.imrf.org](http://www.imrf.org) or by calling IMRF Member Services at (800) 275-4673.

## **INSURANCE PLANS/INSURANCE STIPEND**

### **Policy:**

Eligible employees may enroll in certain group insurance plans (dental/vision) based on their employment classification by timely completion of the required enrollment forms. The employee's portion of the premium payment will be made through payroll deduction. Eligible employees will also be given a special increment (stipend) to their base wage to assist in the purchase of private health insurance.

### **Comment:**

1. The group dental/vision plan is subject to the rules and regulations of the insurance providers and the District. Except where prohibited by law, the District reserves the right to change, modify, cancel, or discontinue the dental plan or change the amount of the required employee premium at any time, with or without notice. Employees' dental/vision insurance under the plan(s) will terminate immediately if the group policies are cancelled or if the employee fails to make any required premium payment.
2. Newly hired employees do not have to complete their Introductory Employment Period (as defined in the Introductory Employment Period Policy) before being eligible to participate in the dental/vision insurance plan. The plan will go into effect the 1<sup>st</sup> of the month following 30-days.
3. The District provides group dental/vision insurance for all eligible full-time employees. Employees must pay the cost for the spouse/dependent coverage. A plan summary is available from the Administrative Office.
4. The District offers supplemental health and accident insurance policies to eligible full-time employees and their dependents. The employee must pay the entire premium. Payment may be made through payroll deduction. Details of these plans are available from the Administrative Office.
5. The District offers a health insurance stipend based upon the employee's age and the average Get Covered Illinois Silver Plan Cost. Contact the Administrative Office for specific details of the stipend.
6. The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) and Illinois law may provide employees and their covered dependents the option to extend group insurance coverage in the event the insurance terminates due to termination of employment, reduction of hours, death, divorce or legal separation, disability, retirement, or Medicare entitlement. Please contact the Administrative Office for detailed information on COBRA and Illinois law.
7. Since the District does not provide health insurance, as a result of the Affordable Care Act you may be able to purchase health insurance through the "Marketplace" or through "Get Covered Illinois"

## **INDEMNIFICATION AND LIABILITY INSURANCE**

### **Policy:**

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

### **Comment:**

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

## **WORKERS' COMPENSATION**

### **Policy:**

As a District employee, you are covered under the Illinois Workers' Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of, and occurring in the course of, your employment with the District. Non-job-related illnesses or injuries, or illnesses or injuries not related to the performance of your assigned duties are not covered under the Act. If you have any questions regarding workers' compensation, please see the Administrative Assistant or the Executive Director's designee.

### **Comment:**

1. All employees must adhere to the following conditions:
  - a. Any work-related injury or illness (even if the employee is uncertain if the injury or illness is work-related but suspects it might be work-related) must immediately be reported directly to the employee's Direct Supervisor or Department Head if the Direct Supervisor cannot be reached directly. Failure to immediately report an injury or illness may jeopardize the employee's eligibility for workers' compensation benefits.
  - b. Upon notification, the District shall instruct the employee to report to a designated hospital or physician for an examination or treatment. In case of an emergency, the employee should go to the nearest emergency room for treatment.
  - c. All medical evaluations by any licensed physician must be submitted to the Administrative Assistant for the duration of your period of leave.
  - d. The District reserves the right to have the employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the District's expense, and the physician will submit the results to the District. The employee is entitled to a copy of this report.
  - e. The waiting period for compensation benefits after a work-related injury is three (3) days. Prior to the three-day period, sick time may be used.
  - f. The District may assign an injured employee to a modified duty assignment in accordance with the District's Modified Duty Program. No employee shall be allowed to return without a statement from a physician approving the employee's return to work without restrictions, or with restrictions acceptable to the District.
  - g. The District reserves the right to reassign the employee to another position at the same pay and benefits the employee received at the time of the injury.
  - g. When a licensed physician has released an employee to return to work on a modified duty basis, the employee may periodically be requested to return for

medical evaluations. For these doctor visits, the employee will be compensated at the employee's current rate of pay only for the time period necessary for the visit, including reasonable transportation time. The District reserves the right to verify the time of visit. Time taken over and above that, which is necessary, will be charged to the employee's available sick, personal, or other time off. If the employee does not have any available time, the employee will be compensated only to the extent required by law.

- h. Sick time and vacation time do not accrue when an employee is off work and is on a workers' compensation leave.

## **MODIFIED DUTY PROGRAM**

### **Policy:**

The District is committed to providing employees with available and reasonable opportunities to maintain career and employment status and benefits, and to maximize the District's ability to provide its services offered to the public. To that end, we have developed a Modified Duty Program for employees who have sustained injuries or illnesses arising out of, and in the course of, their employment with the District.

The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible, available, and applicable. The feasibility of modified duty will be determined on a case-by-case basis and is within the sole discretion of the Executive Director. Modified duty may not be available for certain positions. Noncompliance or failure to cooperate with the Modified Duty Program may affect your workers' compensation benefits and result in possible disciplinary action, up to and including dismissal.

### **Comments:**

1. **For purposes of this policy, the following definitions apply:**
  - a. "District Employee" means any individual who is employed by the District in a valid, authorized position.
  - b. "Modified Duty Program" is a temporary assignment of duties to a worker with an occupational injury or illness whose doctor indicates that the worker may return to work subject to specified restrictions and has not yet reached a level of maximum recovery enabling the employee to return to regularly assigned duties. Modified duty may only be applicable to those employees who are eligible for temporary total disability benefits under the Illinois Workers' Compensation or Occupational Disease Act (hereafter "Act") or asserting that their injury or illness is compensable under the Act.
  - c. "Occupational Injury or Illness" means an injury or illness arising out of and in the course of the employee's employment and compensable under the Illinois Workers' Compensation Act or Occupational Disease Act. All claims for workers' compensation benefits are subject to initial and continuing investigation.
2. **Objectives**
  - a. To return occupationally injured employees to work as soon as possible provided the employee is medically able to safely perform the duties of the position.
  - b. To minimize financial hardship and emotional stress to the employee who has sustained an occupational injury.

- c. To assist employees returning to work at a level close to their pre-injury earnings and productivity.
- d. To retain qualified and experienced District employees.
- e. To further the District's commitment and obligation to provide recreational programs, services, and facilities to the public.

### 3. **Basic Program Requirements**

- a. Employees may be assigned to a modified duty assignment when temporarily unable to perform the essential functions of their position due to occupational injury or illness, provided that the modified duty assignment fulfills a job function(s) useful to the District and is within limitations set by treating and/or evaluating physicians. Modified duty assignments will not create a new job but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the District.
- b. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the District.
- c. The District will compensate an employee on a modified duty at the employee's regular pay rate, if possible. If this is not possible, the employee will be compensated no less than  $\frac{2}{3}$  of what the employee's average weekly regular wage (excluding overtime) was prior to the accident, injury, or illness. Compensation may be made by the District and/or District's workers' compensation coverage provider.
- d. Employee responsibilities: participate in the modified duty program as assigned; report any problems with modified duty assignment to Direct Supervisor; promptly notify the Direct Supervisor of any and all changes or modifications to the employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to the Administrative Assistant or the Executive Manager's designee promptly when received; if you are asked to complete a task that you cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your Direct Supervisor prior to any and all visits so your Direct Supervisor can complete the necessary forms and make necessary arrangements for your absence if you must visit the doctor during your working hours. If your Direct Supervisor is unavailable, you must contact the supervisor at the succeeding level of authority in your department. In order to avoid disruption of District operations, you should schedule doctor's appointments during non-work hours.
- e. An employee who declines a modified duty position, which is within the limitations, as determined by the treating or evaluating physician, may be subject

to disciplinary action and dismissal. The employee may also lose eligibility for workers' compensation benefits.

- f. Periodic review will be conducted while an employee is on modified duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. A review may be conducted at any time.

#### 4. **Procedure**

- a. The Department Head or the employee's Direct Supervisor is typically responsible for the management of employees on the modified duty status. He may also coordinate modified duty assignments with other departments, the Administrative Assistant or the Executive Director's designee, and PDRMA. Each department is responsible for keeping a list of modified duty assignments up-to-date, and for advising the Administrative Assistant of any changes to their modified duty lists.
- b. When an employee is injured, the attending physician will be asked to complete a Physician's Evaluation of Functional Capabilities. This form, sent to the physician by the Administrative Assistant or the Executive Director's designee, requests a list of the duties the employee is capable of performing and any physical limitations he may have.
- c. The physical evaluation form must be returned by the employee to the Administrative Assistant or the Executive Director's designee, who will contact the employee's Direct Supervisor. The Direct Supervisor will work with the Department Head in assigning modified duty to the employee, if possible or applicable.
- d. In some cases, departments may not have any available modified duty tasks. If so, the Administrative Assistant or the Executive Director's designee will be contacted to work with other departments to arrange modified duty assignments.
- e. All modified duty assignments are subject to continuing review of the existing medical restrictions of the employee, and departments will continue to develop and coordinate appropriate duty assignments with the Administrative Assistant or the Executive Director's designee and PDRMA and monitor ongoing medical status and work adjustment.
- f. When applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parties involved.

- g. Employees will be compensated at the pre-determined rate of pay while performing modified duty assignments, including time necessary to report to a physician's office for further review. Time beyond what is necessary for the doctor's visit, including reasonable transportation time, will be charged against the employee's available sick, personal, or other time off. If the employee does not have any available time, he will be compensated for such time only to the extent required by law.

## **EDUCATION, TRAINING AND PROFESSIONAL PARTICIPATION**

### **Policy:**

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

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

Employees are encouraged to discuss advancement and professional development opportunities with their Direct Supervisor. When possible, authorization may be given for attendance at conferences, seminars, workshops, conventions and technical meetings and participation in professional organizations that are related to your position within the district.

### **Comment:**

1. Attendance at and participation in professional seminars, conferences, conventions, workshops, and technical meetings is considered part of the administrative and supervisory staff's normal duties. Reimbursement for attendance expenses will be 100% of approved expenses. Please review the applicable policy in this manual for details on expense reimbursement.
2. If you attend professional seminars, conferences, conventions, workshops and technical meetings outside the District, Employees may be required to submit a written report to your Direct Supervisor within five days of attendance which summarizes the ideas or methods discussed at the meeting.
3. At the discretion of the District, you may be given the opportunity to take educational courses related to your position within the District. Interested employees should consult with their Direct Supervisor. District resources are limited, and the employee's Direct Supervisor and Executive Director will evaluate individual requests. Please review the applicable policy for details on tuition reimbursement.
4. Employees are encouraged to join and participate in professional or civic associations that promote District goals, individual skills development, professional recognition, or are related to your job responsibilities. However, employee participation in such associations must not conflict with the District's interests. Depending upon the benefits derived from membership by the District, the District may pay all or part of the membership fees. Participation in association activities during normal working hours must be approved in advance by the employee's Direct Supervisor, and approval is contingent upon the employee's ability to meet his work responsibilities.

## TUITION REIMBURSEMENT

### Policy:

If an employee is a regular, full-time employee, has worked for the District at least one (1) year, and is in good standing, he or she may be eligible to participate in the District's tuition program.

The District will partially reimburse the employee for tuition for certain courses approved in advance by the District and that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in his or her current job. Cost for textbooks and materials will not be reimbursed. The amount of tuition reimbursement for approved courses is subject to the funding by the Board and on upon the grade received, as provided below.

### Comment:

1. To receive tuition reimbursement, an employee must apply and be approved before the course begins. Approval by the District may be obtained as follows:
  - a. The employee must submit the Continuing Education Approval Form, found in the appendix section of this manual, to his/her Department Head or the Executive Director for approval of the course seeking reimbursement under this policy. If the District approves the request, the employee pays the initial course fee and may be reimbursed for tuition as provided below.
  - b. Once the employee receives his or her final grade(s), the employee must submit the tuition bill and a certified or official transcript showing proof of the final grade(s) to the Administration Office within thirty (30) days of receiving the final grade(s). The Administrative Office may request additional documentation as needed.
  - c. Within thirty (30) days of submitting all required or requested documentation, the employee will receive reimbursement, and the amount of the reimbursement will depend on the final grade. The District will reimburse 90 percent of tuition for grades of "A" or points in the range of 3.5-4.0; 70 percent for a "B" (3.0-3.4); and 50 percent for a "C" (2.5-2.9/pass). No reimbursement is provided for a grade below a "C" or 2.5. In courses where the employee only receives a "pass/fail" grade, the District will reimburse 50 percent for a "passing" grade.
  - d. Unless specifically approved in writing by a Department Head, course work may not be performed during business hours.

If an employee resigns or is terminated for cause before receiving a final grade, the employee will not be reimbursed for tuition expenses. If an employee resigns or is terminated for cause within 12 months after receiving reimbursement, the employee must repay any reimbursement to the District in full and the total amount due will be deducted from the employee's final paycheck.

## **EMPLOYEE ASSISTANCE PROGRAM**

### **Policy:**

The District realizes that personal and work-related problems can affect an employee's job performance, health, family, and emotions. To help with these pressures, the District has contracted with the firm WorkplaceSolutions to provide Employee Assistance Program (EAP) services on a confidential basis. The services are available to all full-time employees and their families. Please contact the Administration Office if you would like further information on EAP or go to [www.wseap.com](http://www.wseap.com).

## **EXPENSE REIMBURSEMENT**

### **Policy:**

The District may reimburse employees for necessary and reasonable expenses approved in advance by the District that are incurred while on authorized District business. In order to qualify for reimbursement, you must request prior written approval from your Direct Supervisor for expenses and provide proof of the expenses incurred on official District business (e.g., submission of an approved reimbursement form and other appropriate documentation such as receipts as required by the District) within 30 days after incurring the expense. See Appendix, Page 205 (Travel and Reimbursement Policy) for additional information.

## USE OF RECREATIONAL FACILITIES AND PROGRAMS

### Policy:

It is the policy of the District to encourage employees to participate in athletic, exercise and recreational programs and to allow limited use of District facilities. Participation in District recreational activities is open to all employees, is voluntary and should take place outside of working time. When approved by the Executive Director, participation may be extended to full-time employees' families, retired employees, Park Board members, retired Park Board members and guests. At the discretion of the Executive Director, part-time employees working over 1,000 hours/year, may receive full-time staff privileges. Part-time employees have the privilege of using the District facilities once they have received a paycheck and their name is placed on the Staff Pass List. Once an employee no longer receiving a paycheck, then that employee no longer has the privilege of using any District facilities free of charge.

### Duis Recreation Center

#### Swimming Pool and Fitness

Full-time	Available during public hours at no charge to employee, immediate family, and one guest per employee and one guest per family member.
Part-time/ Seasonal	Available during public hours at no charge to employee only.

### Westwood Fitness & Sports Center

#### Tennis/Racquetball/Pickleball Court Rental

Full-time	Available at no charge to employee, their family and one guest per family member on a non-reservation drop-in basis.
Part-time/ Seasonal	No privileges.

#### Fitness and Track/Open Basketball

Full-time	Available to employee, immediate family, and one guest per employee and one guest per family member.
Part-time/ Seasonal	Available to employee only at no charge during public hours.

#### Wellness Center

Full-time	Saunas, hydro-massagers, compression therapy, and stand-up tan beds are available to employee and immediate family. The cryo chamber, spray tan booth, salt, and red-light therapy...regular member fees/restrictions apply.
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Part-time Saunas, hydro-massagers, compression therapy, and stand-up tan beds are available to employee only at no charge. The cryo chamber, spray tan booth, salt, and red-light therapy...regular member fees/restrictions apply.

## **Emerald Hill Golf Course**

### Golf Course

Full-time Available at no charge during public hours to employee, immediate family, and one guest per employee and one guest per family member.

Part-time/  
Seasonal Available at no charge to employee only who has worked a minimum of fifteen (15) hours during the previous pay period.

### Driving Range

Full-time Maximum of fifteen tokens per month per family. Tokens are not to be resold and are not transferable beyond the immediate family. Tokens are issued at the Administrative Office.

Part-time/  
Seasonal No privileges.

### Golf Simulator

Full-time No privileges.

Part-time/  
Seasonal No privileges.

## **Dillon Home Museum**

Full-time Available during public hours at no charge to the employee, immediate family, and one guest per employee and one guest per family member.

Part-time/  
Seasonal Available to employee only at no charge during public hours.

## **Programs/Special Events**

Full-time May be available on a reduced rate or at no charge to employee and immediate family. All requests for a fee reduction must be approved by the Executive Director prior to registration.

Part-time/  
Seasonal No privileges.

## Concession/Merchandise

Full-time No privileges.

Part-time No privileges.

## General Information

- \* **IMMEDIATE FAMILY:** Includes employee, spouse, civil union partner, another adult living in the same household, and any member of employee's family living in the same household under the age of eighteen, and any full-time student up to the maximum age of twenty-five whose principal address is that of the employee.
- \* **IDENTIFICATION:** Passes will be issued to all employees and to the immediate family of all full-time employees. These passes must be scanned at Westwood and Duis Center. A current staff-pass list will be kept, and employment status checked on-site at Emerald Hill and the Dillon Home.
- \* **WAIVERS:** All employees and immediate family members will be required to sign a sign a waiver prior to receiving their staff pass.
- \* **GUESTS:** All guests must be accompanied by the full-time employee or an employee's immediate family member and must participate in the same activity and/or area as that full-time employee/family member. All guests will be required to sign a waiver prior to using any District facility.
- \***Facility Policies:** Employees and guests must follow all facility/District policies (i.e., age restriction policies, dress codes, public operational hours, etc.).

## **DEFERRED COMPENSATION PLAN**

### **Policy:**

The District has established a voluntary deferred compensation plan in accordance with state and federal guidelines in order to aid full-time employees with their long-term financial planning. This plan allows the employee to put money aside for retirement on a tax-deferred basis through payroll deductions. The District offers this plan as a voluntary service; employees should consider their financial needs to determine if this plan is in their best interest. Please contact the Administrative Office for details regarding this plan.

## **FLEXIBLE BENEFIT PROGRAM**

### **Policy:**

The program allows full-time employees to elect non-taxable benefits from the program's Component Plans in lieu of cash compensation. The taxable cash contribution will be reduced to reflect non-taxable contributions by the District's Flexible Benefit Program and its Component Plans. The Component Plans include the Employee Premium Plan, Dependent Care Plan, and the Health Expense Plan. Please contact the Administrative Office for details about the Flexible Benefit Program.

## **LONGEVITY AWARD**

### **Policy:**

Full-time employees leaving the District in good standing after 10 or more years of service will receive an individual life-time pass, subject to any rules and regulations regulating its use. Full-time employees leaving the District in good-standing after 15 or more years of service will receive a life-time family pass, also subject to any rules and regulations regulating its use.

**DISTRICT PREMISES  
AND WORK AREAS**

## **SAFETY IN THE WORKPLACE**

### **Policy:**

It is the District's intention to provide a safe environment for employees and the public who use our programs, facilities, and parks. Employees are expected to perform their assignments in a manner that will avoid injury. Supervisory personnel and the Risk Manager are available for assistance in safety-related matters.

### **Comment:**

1. In keeping with this objective, safety rules have been developed. Employees are required to read and follow these safety rules and the rules, policies and procedures of their respective facilities or departments.

## **RIGHT TO KNOW**

### **Policy:**

The District is committed to protecting all employees against the dangers of hazardous materials on the job. Safety training and the proper handling and storage of hazardous substances are just a few of the things we do to keep you safe. In addition, the Occupational Safety and Health Administration (OSHA) has issued a regulation that states that you have a right to know what hazards you face on the job and how you can protect yourself against them. This is your RIGHT-TO-KNOW.

OSHA's Hazard Communication Standard affects everyone in the workplace who encounters hazardous materials.

Chemical manufacturers must determine the physical and health hazards of each product they make, and they must let users know about those hazards by providing information on the container label and on a Safety Data Sheet (SDS) for every product.

Employers must develop a written hazard communication program that:

1. Tells employees about the Hazard Communication Standard.
2. Explains how the standard is in effect in the workplace.
3. Provides information and training on hazardous chemicals in the workplace, which includes how to recognize, understand, and use labels and SDS sheets, and the correct safety procedures for working with hazardous substances.

### **Comment:**

1. Employees must read labels and SDS sheets, and they must follow the District's safety procedures for storing, handling, and using hazardous materials. Although labels differ from company to company, all labels will contain similar types of information. While most valuable information can be found on the label, refer to the SDS sheet if you do not find all the information you need. The label will use words and/or symbols to tell you:
  - a. The common name of the substance.
  - b. The name, address, and emergency phone number of the company that made or imported the substance.
  - c. A signal word that outlines the seriousness of the substance. Signal words, ranked from the most serious to the least serious, are danger, warning, and caution.
  - d. The physical hazards (Will it explode or catch fire? Is it reactive?) and the health hazards (Is it toxic? Could it cause cancer? Is it an irritant?) of the substance.

- e. The precautionary measures to be taken, including basic protective clothing, equipment, and procedures that are recommended when working with this substance.
  - f. First aid instructions, in case of exposure.
  - g. Proper handling and storing instructions.
  - h. Special instructions concerning children.
2. The SDS sheet is your guide to working safely with hazardous substances. This sheet provides information on everything that is known about the substance, including chemical and physical dangers, safety procedures, and emergency response techniques. Specifically, SDS sheets cover:
- a. Identity, including the manufacturer's name, address and phone number, and the date the substance was produced.
  - b. Hazardous ingredients, including the substance's hazardous components, its chemical ID, and common names. Worker exposure limits to the substance and other recommended limits are also included.
  - c. Physical and chemical characteristics, such as boiling point, vapor pressure, vapor density, melting point, evaporation rate, water solubility, and appearance and odor under normal conditions.
  - d. Physical hazards, including fire and explosions, and ways to handle those hazards (such as firefighting equipment and procedures).
  - e. Reactivity, including whether the substance is stable, and which substance and situation to keep it away from so it will not react.
  - f. Health hazards, including how the substance can enter the body and the possible health hazards that could arise from exposure. This section also covers signs and symptoms of exposure, such as eye irritation, nausea, dizziness, etc., and whether the substance is carcinogenic. Emergency and first aid procedures are also outlined.
  - g. Precautions for safe handling and use, including what to do if the substance spills or leaks; how to dispose of the substance; equipment needed for cleaning up spills and leaks; proper storage and handling; and any other necessary precautions.
3. OSHA's Right-to-Know regulation was developed to protect you on the job.
4. For the Right-to-Know Standard to be effective, you must:
- a. Respect all warning and precautions-do not take any chances.

- b. Read all substance labels and SDS sheets.
  - c. Follow warning and instructions.
  - d. Use the correct personal protective equipment when handling hazardous substances.
  - e. Know in advance what could go wrong and what to do about it.
  - f. Practice sensible, safe work habits.
  - g. When in doubt, ask your supervisor.
5. The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide SDS sheets to communicate the hazards of hazardous chemical products. The HCS will require new SDSs to be in a uniform format, and include the section numbers, the headings and associated information under the headings below:
- a. **Section 1, Identification:** Includes product identifier; manufacturer or distributor name, address, phone number; recommended use; restrictions on use.
  - b. **Section 2, Hazard(s) Identification:** Includes all hazards regarding the chemical; required label elements.
  - c. **Section 3, Composition/Information:** On Ingredients includes information on chemical ingredients, trade secret claims.
  - d. **Section 4, First-aid Measures:** Includes important symptoms/effects, acute, delayed; required treatment.
  - e. **Section 5, Fire-Fighting Measures:** Lists suitable extinguishing techniques, equipment; chemical hazards from fire.
  - f. **Section 6, Accidental Release Measures:** Lists emergency procedures; protective equipment; proper methods of containment and cleanup.
  - g. **Section 7, Handling and Storage:** Lists precautions for safe handling and storage, including incompatibilities.
  - h. **Section 8, Exposure Controls/Personal Protection:** Lists OSHA's permissible exposure limits; threshold limit values; appropriate engineering controls; personal protective equipment.
  - i. **Section 9, Physical and Chemical Properties:** Lists the chemical's characteristics.
  - j. **Section 10, Stability and Reactivity:** Lists chemical stability and possibility of hazardous reactions.

- k. **Section 11, Toxicological Information:** Includes rates of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.
- l. **Sections 12-16, Ecological/Disposal/Transportation/Regulatory Information:** Not enforced by OSHA.
- m. **Section 16, Other Information:** Includes the date of preparation or last revision.

## **WORK AREAS**

### **Policy:**

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

## **SECURITY AND KEYS**

### **Policy:**

In the interest of safety and protection of property, strict control over access to District property, work locations, records, computer information, cash and other items of value or confidential nature must be maintained. Employees who are assigned keys, alarm codes, safe combinations, or other access to District property in connection with their job responsibilities must exercise sound judgment and discretion to protect against theft, loss, or damage. Employees must immediately report any loss of keys to their Direct Supervisor. Failure to do so may result in disciplinary action, up to and including discharge. Keys may not be transferred from one employee to another. Every employee assigned a key(s), and a facility alarm code(s) will be required to sign an Alarm Code and Key Requisition Form, which can be found in the appendix section of this manual and acknowledges the employee's responsibilities to protect this property. Keys must be returned to the District at the end of employment.

## **CHILDREN IN THE WORKPLACE**

### **Policy:**

Employees are discouraged from bringing their children to work but occasionally may do so with prior approval of the employee's Direct Supervisor. This policy was established to avoid disruptions and distractions in job duties of the employee and co-workers, reduce property and general liability, and help maintain the District's professional work environment.

### **Comment:**

1. To request permission to bring a child to work, the employee must contact his or her Direct Supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working. Factors the Direct Supervisor will consider are the age of the child, how long the child needs to be present, the work environment in the employee's area, and any disruption to the employee's and co-workers' work. Consideration will not be given to allowing a child with an illness to come to work with the employee.
2. A child brought into the workplace in unavoidable situations will be the responsibility of the employee parent, and the employee must accompany and supervise the child at all times. Excessive need to bring a child to the workplace and/or unauthorized bringing of a child to the workplace may result in discipline, up to and including dismissal from employment.

## **PERSONAL PROPERTY**

### **Policy:**

Employees are expected to exercise reasonable care to safeguard personal items of value brought to work. Such items should never be left unattended or in plain view. The District does not assume responsibility for the loss or theft of personal belongings and employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work. The District also assumes no responsibility for any damage to, or theft of any employee's vehicle while on District property.

## **SOLICITATION, DISTRIBUTION AND USE OF BULLETIN BOARDS**

### **Policy:**

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

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

### **Comment:**

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

1. Notices containing matters directly concerning District business.
2. Announcements of a business nature or legally required postings which are equally applicable and of interest to employees.
3. All posted material must have prior authorization from administrative staff.
4. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.
5. Any employee who violates this policy is subject to disciplinary action, up to and including discharge.

## **SEARCH OF LOCKERS, DESKS AND OTHER DISTRICT PROPERTY**

### **Policy:**

Employees should understand that while certain District property such as desks, lockers, and vehicles are available for their use, they remain the property of the District and are subject to inspection, with or without notice. Employees are not permitted to store any illegal or prohibited items or substances in or on the District property or otherwise misuse Park District property.

Whenever necessary, and at the District's discretion, District property, and employees' work areas (i.e., desks, file cabinets, lockers, vehicles, etc.) may be subject to a search without notice. Employees are required to cooperate. Therefore, employees should have no expectation of privacy in any District property that they use, or in any personal items that they bring on District property.

Any property belonging to the District is subject to search if it is reasonably suspected that the property holds or contains any illegal or prohibited items or substances or missing or stolen District or District patrons' funds or property.

### **Comment:**

1. To safeguard the property and personal safety of our employees and the District, the District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from District property by employees and all other persons leaving and entering the District's premises.
2. The District reserves the right to inspect an employee's office, desk, files, lockers, or other area, article, or personal belonging on District premises, including cars parked on the District's property. As noted above, all lockers, offices, desks, telephones, computers, files, and so forth, are the property of the District and are issued for the use of employees only during their employment with the District. Employees should have no expectation of privacy in any of these areas or belongings on District property.
3. Inspections may be conducted at any time, and without notice, at the discretion of the District. The District is not responsible for the loss of personal property.
4. Employees working on District premises or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of unauthorized District property, confidential material, stolen property, weapons, alcohol, or illegal drugs, will be subject to disciplinary action, up to and including discharge.

## PERSONNEL FILES

### Policy:

A personnel file will be established for each employee. All pertinent employment information and forms, including without limitation, employment application, references, evaluations, commendations, disciplinary actions, and other employment records will be contained in this file. Your medical, benefit records and I-9 Forms (for part-time/seasonal) will be maintained in a separate file from your personnel file. Information contained in your files will not be released or disclosed without your written consent, except as required by law or lawful process.

### Comment:

1. Upon written request (including via electronic communications, like email, text, etc.) employees (and former employees separated from the District within the last 12 months) have a right to inspect, copy, and/or receive their personnel records pursuant to the Illinois Personnel Records Review Act (IPRRA). An employee may only make two requests per calendar year, spaced at reasonable intervals. The request must be made in writing to the Executive Director (for full-time employees) and the Administrative Assistant (for part-time employees), as well as (1) identify what personnel records the employee is requesting (or identify if the employee is requesting all records allowed under the IPRRA), (2) specify whether they want to inspect, receive, or copy the records, (3) specify whether the records should be in hard copy or a reasonable and commercially available electronic format, (4) specify whether inspection, copying, or receipt of copies will be performed by the employee or a representative of the employee, and (5) if the records being requested include medical information and medical records, whereas a signed waiver will be needed if the medical information and medical records are to be released to a representative of the employee. Personal records employees may request include:
  - a. Any personnel documents that are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, benefits, discharge, or any other disciplinary action, except as exempted by Section 10 of the IPRRA.
  - b. Any employment-related contracts or agreements the District maintains and are legally binding on the employee.
  - c. Any employee handbooks the District made available to the employee or the employee acknowledged receiving.
  - d. Any written employer policies or procedures the District contends the employee was subject to and concern qualifications of employment, promotion, transfer, compensation, benefits, discharge, or other disciplinary action.

The District shall comply with the request within seven working days of its receipt; if the District can reasonably show such a deadline cannot be met, the District shall have an additional seven calendar days to comply. If the District does not maintain records in one of more of the categories requested, the District may respond in writing to that effect but

will still permit inspection, copy, or receipt of records that the District does maintain. If the District maintains records requested in a manner and fashion already accessible by the employee, the District will provide the employee with instructions on how to access the records. The District reserves the right to charge an employee for the actual costs of duplication of records.

2. It is to your advantage to see that all your personnel records are accurate and up to date. You are responsible for and must promptly advise the District of any changes in:
  - a. Name and/or marital status.
  - b. Address and/or telephone number.
  - c. Number of eligible dependents.
  - d. W-4 deductions.
  - e. Person(s) to contact in case of emergency.
  - f. Other personal information that the District needs to know to contact you or properly administer its benefits programs or general operational concerns.
  - g. Your immigration status (if your eligibility for employment in the United States is affected).

## **ATTENDANCE, PUNCTUALITY AND DEPENDABILITY**

### **Policy:**

Attendance is an essential part of your total job performance and is critical to the smooth and efficient operation of the District. Absenteeism and tardiness are expensive, disruptive and place an unfair burden on your fellow employees and your Direct Supervisor. Accordingly, it is imperative that you report to work regularly, promptly and be ready to perform your assigned duties at the beginning of your workday.

### **Comment:**

1. To the extent permitted by law, unauthorized or excessive absences or tardiness may affect an employee's opportunities for advancement, and will result in disciplinary action, up to and including termination.
2. Tardiness applies not only to reporting late to work for your scheduled starting time, but also to leaving early for lunch or returning late from lunch or leaving work before your scheduled quitting time.
3. Part-time employees are required to contact their Direct Supervisor if they are unable to work for any reason.
4. All full-time employees should notify their Direct Supervisor and the Administrative Office when they are absent from work, either for a full or partial day, at least 30 minutes before their scheduled start time, or as soon as practicable when they know they will need to be absent from work. Employees must provide this notification every day of their absence or tardiness. Also, always keep your supervisor advised on when you plan to return to work.
  - a. This advanced notification applies only to the use of sick days.
  - b. Call (815) 622-6225 or email/text the Director of Parks and Planning to report your absence. If the telephone is not answered, leave a detailed voice-mail message.
  - c. A Personnel Action Report must be filled out upon your return to work after any absence; or, depending upon the type of absence, a Personnel Action Report may be required, and approval may be needed, before the absence.
5. If an absence has been pre-approved in writing by your Direct Supervisor or the Administrative Office, paragraph 4 (directly above) need not be followed provided the following conditions have been met:
  - a. Personnel Action Report has been completed and signed by employee;
  - b. Direct Supervisor has signed the report; and

- c. The Administrative Office has received the signed Personnel Action Report from your Direct Supervisor.
- 6. Non-exempt employees will not receive compensation for time missed because of tardiness or leaving early.
- 7. Employees who report for work in a condition deemed not fit for work by the District, whether for illness or any other reason, will not be allowed to work.
- 8. Employees are always expected to report to work except if the District declares an emergency closure due to inclement weather. Refer to the applicable policy in this manual regarding Emergency Closings.
- 9. Failure to satisfy the requirements outlined in this policy may result in disciplinary action, up to and including discharge.
- 10. If the employee fails to report to work on three consecutive working days without following the requirements outlined in this policy (i.e., no call, no show), they will be considered to have voluntarily abandoned their employment with the District and their employment with the District will be terminated.
- 11. Attendance is an essential function of every job. Even if the employee provides proper notice of their absence or tardiness under this policy, continued irregular attendance or excessive absenteeism or tardiness, as determined in the sole discretion of the District, constitutes unsatisfactory performance, and will subject the employee to disciplinary action, up to and including termination, to the extent permitted by law. In considering an employee's attendance record for disciplinary or performance purposes, all absences, regardless of whether the employee called in or not, will be counted except for absences relating to approved leave under the Family and Medical Leave Act, approved military leave and other approved leaves of absence required by law or otherwise approved by the District (i.e., vacation). The District also provides reasonable accommodation for employees.

## **ABSENCE WITHOUT LEAVE**

### **Policy:**

Absence without leave is any absence from work, including a single day or portion of a day, which has not been granted or approved in accordance with established policy and procedure. In such cases, pay may be denied and the employee may be subject to disciplinary action, up to and including dismissal.

### **Comment:**

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

## **LUNCH PERIODS**

### **Policy:**

Department Heads and their designees are authorized to establish lunch periods during each workday.

### **Comment:**

1. Employees during the lunch period cannot interfere with employees who are working.
2. Non-exempt hourly employees scheduled to work more than seven and one-half (7½) consecutive hours during any workday must receive at least a thirty (30) minute lunch period beginning no later than the fifth hour. Employees receive a second meal break when they work twelve consecutive hours and a third meal break when they work 16.5 hours.
3. Employees may not leave early or extend meal breaks beyond their assigned period. Employees will not be compensated for any time not worked.

## FAMILY AND MEDICAL LEAVE ACT

### Policy:

Eligible employees are eligible to take up to twelve (12) workweeks of unpaid, job-protected leave under the Family and Medical Leave Act (FMLA) in a rolling 12-month period for covered family and medical reasons. In addition, eligible employees may qualify for up to twenty-six (26) workweeks of unpaid job-protected leave under the FMLA in certain situations related to a covered family member's service in the Armed Forces.

### Comment:

1. If you have been employed by the District for at least twelve (12) months (with no break in service of seven (7) or more years except if related to USERRA covered military obligations), have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to work to a work site that has fifty (50) or more District employees within a 75-mile radius of that work site, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
  - a. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);
  - b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
  - c. In order to care for your spouse, civil union partner, child, or parents if they have a "serious health condition;"
  - d. Because of a "serious health condition" that makes you unable to perform the functions of your job; or
  - e. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that your spouse, civil union partner, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.
2. 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:
  - a. Hospital Care. Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity relating to the same condition;
  - b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place

within seven (7) days of the first day of incapacity) 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 (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
  - d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
  - e. 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;
  - f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.
3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active-duty status. The leave described in this paragraph is available during a 12-month rolling period and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active-duty status in a foreign country and the dates of the covered military member's active-duty service. Eligible employees may take all twelve (12) weeks of his or her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigencies leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

- a. A “covered military member” means your spouse, civil union partner, son, daughter, or parent who is on active duty or called to active-duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
  - b. A “qualifying exigency” includes the following broad categories:
    - (1) short notice deployment;
    - (2) military events and related activities;
    - (3) childcare and school activities;
    - (4) financial and legal arrangements;
    - (5) counseling;
    - (6) rest and recuperation;
    - (7) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active-duty status; and,
    - (8) additional categories that are agreed to by the employer and employee within this phrase.
  - c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active-duty status who is of any age. (Note: This definition is different from other sections of this FMLA Policy.)
  - d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a child, but it does not include parents-in-law.
4. Military Caregiver Leave. If you have been employed by the District for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to work to a work site that has fifty (50) or more District employees within a 75-mile radius of that work site and you are a spouse, civil union partner, child (of any age for military caregiver leave), parent or next of kin of a covered servicemember, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the covered servicemember (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military caregiver leave may be permitted more than once, if necessary, to care for a different covered servicemember (or the same servicemember with multiple or subsequent injuries or illnesses) up to a combined total of twenty-six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you from the Administrative Office as a condition of receiving approved military caregiver leave; except as provided under the FMLA regulations. Note: The 12-month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “covered servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the *temporary* disability retired list, for a serious injury or illness; or is a veteran (discharged for other than “dishonorable” reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness that necessitates the caregiver’s leave).
  - b. “Outpatient status” means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
  - c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, civil union partner, son, or daughter. You are required to provide confirmation of the relationship upon request. The service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
  - d. “Serious injury or illness” means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member’s office, grade, rank or rating, or (ii) in the case of a veteran servicemember, that manifests itself before or after the member became a veteran.
5. Spouses/Civil Union Partners Employed by the District. If your spouse/civil union partner also works for the District and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c., above, the two of you together will be limited to a combined total of twelve (12) workweeks of

leave in any rolling 12-month period. In addition, if you and your spouse/civil union partner both become eligible for a leave under the military caregiver family leave provision above or under a combination of the service-member family leave provision, paragraphs 1a., 1.b. and 1e. above, or to care for your parent with a serious health condition, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period, but if the leave taken by you and your spouse includes leave described in paragraphs 1a. through 1e. above, that leave shall be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the servicemember family leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and are available from the Administrative Office or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as “lifetime” or “unknown”.

At its discretion, the District may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1.c. and 1.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the District (unless you accept the second opinion as determinative).

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the District asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. “Genetic information” as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA’s limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member’s serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, civil union partner, child or parent (Paragraphs 1.c. and

1.d., above), or to care for a covered servicemember if you are a spouse, civil union partner, child, parent or next of kin to the covered servicemember (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the District may require that you transfer temporarily 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.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity while on FMLA leave, that time does not count against your 12-week FMLA allotment. In effect, your right to restoration is held in abeyance during the period that you are performing in a light duty capacity (or until the end of the applicable 12-month FMLA leave year if longer).
9. Notification and Reporting Requirements. All requests (see FMLA Certification Forms in the appendix section of this manual) for leaves of absence must be submitted to your supervisor or the Administrative Office at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as “practicable,” which means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Administrative Office for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the District has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not enough to simply “call in sick” without providing additional information which would provide the District with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the District consistent with the District’s established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must try to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered a resignation of employment effective as of the last date of the approved

leave. Employees on leave for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve-month period, unless you are a spouse, child, parent, or next of kin on leave to care for a covered servicemember, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a personal business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain dental insurance coverage for the duration of the leave under the same conditions' coverage would have been provided if you had remained actively at work. However, you must plan for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the District for the costs and expenses associated with insuring you during the leave.
11. Sick and Vacation Time Accrual. Sick time and vacation time will not accrue while an employee is on FMLA leave.
12. Return from a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks during a single twelve (12) month period if you took a leave under the servicemember family leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you were continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges, and status. **The alternative position should be at the same worksite or a nearby worksite with a similar work schedule. However, the employee does not need to be reinstated in a position with the same job title or in the same physical office or cubicle as the prior position.**

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the District designating

your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. A returning employee will be permitted to return to work within two (2) business days of the District's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved family and medical leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

13. Key Employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the District's operations. A "key" employee is a salaried employee who is among the highest paid 10% of employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request family and medical leave.
14. Coordination with Other Policies. You are required to utilize any accrued leave (i.e.; vacation days, personal time, sick days, etc.) prior to using unpaid leave. Paid time off must be taken concurrently with your FMLA Leave. If otherwise you qualify for disability pay, you will collect it at the same time you are on unpaid FMLA Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your family and medical leave. All time missed from work that qualifies for both family and medical leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your family and medical leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the District's conditions for taking the paid leave (although the District may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

15. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA Policy. If you feel that you have been the victim of any discrimination or retaliation under this policy, you are encouraged to contact your Department Head or the Executive Director so that the matter can be promptly investigated and remedied as appropriate.
16. Compliance with Other Laws. In administering this FMLA Policy, the District complies with the Americans with Disabilities Act (ADA) and any other relevant law. The District may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this policy, as a reasonable accommodation for a disability under the ADA.

## **PERSONAL LEAVE OF ABSENCE**

### **Policy:**

Eligible full-time employees may be granted personal leave of absence for a period not to exceed thirty (30) consecutive calendar days within any twenty-four (24) consecutive month period. This is unpaid leave, except in the case of a full-time employee who may elect to use accrued benefit time during the leave, such as sick time, personal time, vacation time, or compensatory time. Normally, a personal leave of absence will not be granted during the first year of employment.

### **Comment:**

1. All requests for personal leave should be made in writing and must be approved by the employee's supervisor(s) and the Executive Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which the leave is requested; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (i.e., the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and any other factors deemed relevant by the District in its sole discretion. Each request will be reviewed on a case-by-case basis.
2. You must provide a written request for a personal leave of absence to your Direct Supervisor at least one month in advance of the date you would like the leave to begin. If you request an extension while on FMLA leave, the request must be made at least two (2) weeks prior to the end of the original, approved FMLA leave. The application must specify the reasons for the extended leave and the length of time the employee intends to be away.
3. Additional leave time may be granted, if it does not extend the total leave beyond one year, including leave granted under the FMLA, if any. Requests for additional leave time must be made in writing at least two weeks prior to the expiration of the initial leave period and must specify the reason(s) for the request and the amount of additional time sought. The Executive Director must approve this request.
4. While a full-time employee is on an approved personal leave, the employee will be eligible to continue the group dental insurance coverage in existence for that employee at the start of the leave under the District's group plan for the duration of the leave provided that the employee pays 100% of the premium contribution. Other employment benefits, if any, such as vacation, sick leave, or personal days, shall not accrue during a personal leave of absence. Employees on personal leave, however, will not forfeit any benefits that accrued prior to the start of the leave.

5. In the case of an employee's own illness or injury, a physician's statement certifying the employee's ability to perform the essential functions of his job is required by the District before an employee may be permitted to return to work.
6. Although the Park District will attempt to reinstate the employee at the conclusion of the personal leave period to the same or similar position to the one vacated, conditions may arise which necessitate the filling of the vacated position. Accordingly, reinstatement after a personal leave of absence is not guaranteed by the District.
7. Pursuant to the District's American with Disabilities Act (ADA) policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA.
8. Any employee who fails to return to an available position on the first scheduled working day after the leave of absence has expired will be considered to have resigned from the District.

## **MILITARY LEAVE**

### **Policy:**

Employees who have the need for leave due to voluntary or involuntary service in the military should contact their immediate supervisor as soon as they receive military orders, as the laws surrounding military leave are complex and, in support of the uniformed services, the District wants to ensure full compliance with the laws discussed below. While this policy attempts to summarize the applicable laws, Illinois, and federal law control in the event of any conflict between the law and this policy.

### **Comment:**

1. The District grants employees military leave as required by applicable state and federal law. In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Illinois Service Member Employment and Reemployment Rights Act (ISERRA), reemployment rights extend to employees who have been absent from a position of employment because service is in the uniformed services. The District will not discriminate or retaliate against employees for their status as being in uniformed service.
2. The following are protected under USERRA and ISERRA:
  - a. All members of the Armed Forces of the United States whether active duty or reserve, including the National Guard when performing state duty.
  - b. All members of Military Auxiliary Radio System, United States Coast Guard Reserve, Civil Air Patrol, and Merchant Marines when performing official duties in support of an emergency.
  - c. Members who are released from military duty with follow-up care by the Department of Defense.

Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service including but not limited to: active duty and active service, active-duty training, inactive duty training, funeral honors duty, and reserve component active service.

3. As soon as an employee is aware they will be absent because of service in the military, they must notify their immediate supervisor and complete the District's required documents. This is only for purpose of notice and not to seek permission. The law does not require permission to take military leave, but the employee must provide advance notice to secure their rights under this policy and related laws. Employees are required to inform the District regarding any changes to their military orders as soon as practicable.
4. During periods for annual training for the military, full-time employees only will continue to receive full compensation for up to thirty (30) days per calendar year, which may be non-consecutive days. The

5. Full-time employees may only be eligible for differential compensation during periods of leave for active and inactive service. They will receive the difference between the employee's average daily rate of military pay and the average daily rate of pay the employee would have received had the employee remain working.

An employee qualifying for differential pay for voluntary service will only be eligible for it for a period of 60 workdays in a calendar year. Depending upon the type military service the employee is performing, the District may extend this period of differential pay in accordance to applicable law. If an eligible full-time employee exceeds the 40-day limit for concurrent compensation, they may receive differential pay for up to the 60-day calendar limit for periods of annual training. In general, for periods of involuntary active service, the agency relies on the then-current caps (if any) regarding the amount of differential compensation to which an employee is entitled, as determined by USERRA, ISERRA, and any other applicable laws.

Employees may elect the use of (but are not required to use) accrued but unused vacation, personal or similar leave with pay in lieu of differential compensation (or to pay otherwise unpaid military leave) during any period of military leave.

6. The employee will continue to receive their insurance stipend and dental/vision insurance while on military leave for a time not to exceed the length of time established by USERRA, ISERRA, and any other applicable laws. The employee's cost for dental/vision insurance will be paid by the District. It is the employee's responsibility to pay for any additional family coverage.
7. Employees returning from military leave are eligible for reemployment in the same job they had prior to being absent for military service, with the same seniority status and pay, as well as other rights and benefits determined by seniority. In general, to be eligible for reemployment: (1) the District must have notice of the employee's service; (2) the employee must timely return to work or apply for reemployment; and (3) the employee must not be separated from service with a disqualifying discharge or under other than honorable conditions. The period an employee has to apply for reemployment or report back to work after military service is based on the time spent on military duty. For service of less than 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, taking into an account, safe travel home, plus an eight-hour rest period. For service of more than 40 days to 180 days, the service member must apply for reemployment within 14 days of release from service. For absences of more than 180 days, the service member has 90 days to contact the District and request reemployment.

## **FAMILY MILITARY LEAVE**

### **Policy:**

The District grants 30 days of unpaid family military leave to eligible employees who are either the spouse, civil union partner, parents, grandparents, or children of soldiers called into active military duty. The leave must be taken during the period the military deployment orders are in effect.

### **Comment:**

1. For the purpose of this policy, an eligible employee is a person employed for at least 12 months at the District with at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.
2. Employees can take unpaid leave under this policy only after they exhaust all accrued vacation, personal days, and other relevant paid time off available to the employee, except sick leave and disability leave.
3. If the leave under this policy is for five consecutive workdays or more, the employee must provide the District with at least 14-days' notice in advance of the leave date. For leave less than five consecutive workdays, the employee should provide as much advance notice as possible.
4. The employee can continue to receive their dental/vision benefit, at the employee's expense for the duration of the leave.
5. Upon expiration of the leave, the District will restore any employee who exercises their right to family military leave to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.
6. The District may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

## **SCHOOL VISITATION RIGHTS ACT**

### **Policy:**

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

### **Comment:**

1. No more than four hours of leave may be taken in any one day. Leave will not be granted until the employee has used up all available vacation leave and personal days.
2. Before arranging attendance at the school conference or activity, you must provide the District with a written request for leave at least seven (7) days in advance of the requested time off. In an emergency, you may give 24-hour notice. In addition, you must consult with your Direct Supervisor to schedule the leave so as not to disrupt operations unduly.
3. School visitation leave shall be unpaid. You may choose, however, to make up the time taken for school visitation leave on a different day or shift if such an arrangement may be provided by the District. If you choose not to make up the time taken, or an arrangement to make up such time cannot be made, you will not be compensated for the leave taken.
4. Upon completion of a school visit, you may be required to produce documentation to the District.
5. Failure to submit the documentation upon request to the Park District within two (2) working days of your school visit may subject you to disciplinary action.

## **VICTIMS' ECONOMIC SECURITY AND SAFETY ACT**

### **Policy:**

This policy summarizes rights and regulations under the Victims' Economic Security and Safety Act ("VESSA").

The VESSA provides employees with up to twelve workweeks of unpaid leave during a 12-month period to address the consequences of actual or threatened domestic, gender, sexual violence, or any other crimes of violence, to themselves or their family or household member who is a victim. VESSA also grants unpaid leave for eligible employees grieving the death of a family or household members as a result of a violent crime, attending the funeral or wake of family or household members killed as a result of a violent crime and/or making related arrangements.

### **Comment:**

1. The District will provide up to twelve (12) weeks of unpaid leave from work on an intermittent, reduced, or continuous work-schedule basis to an employee who is a victim of actual or threatened domestic, gender, sexual violence, or any other crimes of violence, (or who has a family or household member who is a victim of such violence) to address the violence if the employee is pursuing any of the following actions:
  - a. Seeking medical attention for, or recovering from, physical or psychological injuries caused by actual or threatened domestic violence or sexual or gender violence to the employee or the employee's family or household member;
  - b. Obtaining services from a victim services organization for the employee or the employee's family or household member;
  - c. Obtaining psychological or other counseling for the employee or the employee's family or household member;
  - d. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence, or to ensure economic security; or
  - e. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

f. VESSA leave is capped at a maximum of two workweeks of unpaid leave (to be deducted from the maximum amount of VESSA leave allowed, which must be completed within sixty days after the date on which the employee receives notice of the death of the victim. However, the employee may still receive additional time off under VESSA during the same 12-month period of other qualify reasons mentioned in this policy. The two weeks of unpaid leave outline above can be used for the following reasons:

- Attending a funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence.
- Making arrangements necessitated by the death of a family or household member who is killed in a crime of violence.
- Grieving the death of a family or household member who is killed in a crime of violence.

“Family or household member” means a spouse, civile union partner, parent, grandparent, child, grandchild, sibling, any other person related by blood or by present or prior marriage or civil union, any other person who shares a relationship through a child or any other individual whose close association with the employee is equivalent of a family relationship as determined by the employee and persons jointly residing in the same household.

“Crime of violence” means any conduct proscribed by Articles 9, 11, 12, 25.5, 29D, and 33A of the Illinois Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to conduct proscribed by the Articles of the Criminal Code of 2021 referenced in other definitions in the VESSA.

2. The employee will be entitled to a total of twelve workweeks of unpaid leave during any 12-month period. (This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is an addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act).
3. The employee may use any available paid or unpaid leave (including family, medical, sick, annual, personal, etc.).
4. The employee shall provide the District with at least 48 hours of advance notice of the employee’s intention to take the leave, unless providing such notice is not practicable.

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

5. The District may require the employee to provide certification to the District that:
  - a. The employee or the employee’s family or household member is a victim of actual or threatened domestic violence or sexual or gender violence; and

- b. The leave is for one of the purposes enumerated in the above “Basis” paragraph.
6. The employee shall provide such certification to the District within a reasonable period after the District requests certification.
  7. An employee may satisfy the above certification requirement by providing to the District a signed and dated statement by the employee, and the employee shall also provide:
    - a. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing actual or threatened domestic violence or sexual or gender violence.
    - b. A police or court record.
    - c. Death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, documenting the victim was killed in a crime of violence.
    - c. Other corroborating evidence.

The employee will choose what document to submit, and the District will not request or require more than one document. The District will not request or require more than one certifying document during the same 12-month period that the employee requests or takes leave if the reason for the leave is related to the same incident or incidents of violence of the same perpetrator or perpetrators of the violence.

8. All information provided to the District, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be retained in the strictest confidence by the District, except to the extent that disclosure is:
  - a. Requested or consented to in writing by the employee; or
  - b. Otherwise required by applicable federal or state law.
9. In general, an employee who takes leave under this policy shall be entitled, on return from such leave:
  - a. To be restored by the District to the position of employment held by the employee when the leave commenced; or
  - b. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

10. The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, the employee is not entitled to:
  - a. The accrual of any seniority or employment benefits during any period of unpaid leave; or
  - b. Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
11. The District may require an employee on leave under this policy to report to the District periodically on the status and intention of the employee to return to work.
12. Except as provided under “Loss of Benefits,” during any period that an employee takes leave under this policy, the District shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
13. The District may recover the premium that the District paid for maintaining coverage for the employee’s family or household member under such group health plan during any period of leave under this policy if:
  - a. The employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired; and
  - b. The employee fails to return to work for a reason other than: (1) the continuation, recurrence, or onset of actual or threatened domestic, gender, or sexual violence that entitles the employee to leave; (b) the need for other job-protected leave under the applicable law; or (c) other circumstances beyond the control of the employee.
14. The District may require an employee who claims that the employee is unable to return to work because of a reason described above to provide, within a reasonable period after making the claim, certification to the District that the employee is unable to return to work because of that reason.
15. An employee may satisfy such certification requirement by providing to the District a sworn statement of the employee; or documentation from an employee, agent, or volunteer of a victim service organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing actual or threatened domestic violence or sexual or gender violence and the effects of the violence; a police or court order; or other collaborating evidence
16. The District will not fail to hire, refuse to hire, discharge, or harass any individual exercising his or her rights under this policy or otherwise discriminate against any individual exercising his or her rights under this policy with respect to the compensation,

terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising his or her rights under this policy.

17. In response to an actual or perceived threat of domestic, sexual or gender violence, an employee may qualify for a reasonable accommodation, which may include adjustments to a job structure, workplace facility, modified schedule, leave, a changed telephone number, installation of a lock, implantation of a safety procedure and/or assistance in documenting actual or threatened violence or sexual or gender violence that occurs in the workplace or in a work-related setting, unless the accommodations would create an undue hardship for the District.

## **BEREAVEMENT LEAVE**

### **Policy:**

All full-time employees are provided up to three (3) working days with pay per calendar year to attend the funeral of a family member, or up to five (5) days if travel of more than 300 miles one way is necessary, with the approval of the employee's Direct Supervisor or Department Head via a completed Personnel Action Report, which can be found in the appendix section of this manual. These days are to be taken consecutively within a reasonable time of the day of the death or the day of the funeral and may not be split or postponed. For purposes of this policy, "covered family members" is defined as the employee's spouse, civil union/domestic partner, child, stepchild, parent, grandparent, sibling, grandchild, grandparent-in-law, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Proof of death and relationship to the deceased may be required which in most cases would be an obituary.

### **Comment:**

1. Days absent will be charged as sick days.
2. In addition to paid time off, eligible employees (that have worked for the District for at least twelve months and 1,250 hours during the previous twelve-month period) are entitled to a maximum of two weeks (10 working days) of unpaid leave and must take the leave within 60 days of receiving notification of a death of a covered family member, stillbirth, miscarriage, unsuccessful reproductive procedure, failed adoption match or unfinalized adoption agreement, failed surrogacy agreement, or diagnosis that negatively impacts pregnancy or fertility. Employees are entitled up to six weeks of unpaid leave if the employee experience the loss of a child by suicide or homicide. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one covered family member during a twelve-month period. Leave may be used to attend the funeral, alternate to a funeral, make arrangements necessitated by the death, or to grieve.

## **JURY DUTY**

### **Policy:**

Employees selected for jury duty will be granted time off for the duration of their jury service. Full-time employees on jury duty will receive an amount equal to the difference between their full pay based on their regular base pay (if exempt), or the number of hours for which the employee was scheduled to work on those days, and their jury duty pay, up to a maximum of 10 working days. In order to receive pay from the District, eligible employees must submit a copy of the check received for jury duty to the Administrative Office before the District will pay the difference.

### **Comment:**

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

## **EMERGENCY CLOSINGS**

### **Policy:**

On occasion, due to inclement weather, national crisis, or other emergency, the District may close for all, or part of a normally scheduled workday or an employee may not be able to get to work as a result of the aforementioned conditions. Part-time employees will not be paid for time not worked as a result of a closing or an inability to report to work. Non-exempt full-time employees as well as exempt (salaried) employees will not be paid for time not worked as a result of a closing or an inability to report to work unless accrued vacation/personal time is used. The District will attempt to notify employees of its closure.

## **BLOOD AND ORGAN DONATION LEAVE**

### **Policy:**

Any full-time employee who has been employed with the District for at least six months is entitled to up to one hour of blood donation paid leave every 56 days and up to ten days of paid leave in any 12-month period to serve as an organ or tissue donor. Employees must provide advanced written notice to their Supervisor and include a statement from the blood bank or medical/transplant facility confirming their blood or organ donation appointment to use leave under this policy. The District may require written statement from the blood bank or the medical/transplant facility confirming the employee kept the appointment.

**PERSONAL  
CONDUCT**

## **EMPLOYEE CONDUCT**

### **Policy:**

District employees work together as a team to develop, promote, and maintain quality recreational programs and facilities for the area. The District expects each employee to work toward meeting the goal of providing services in a friendly, efficient, and professional manner; and urges employees to make suggestions they feel will benefit the District and its patrons by saving time, reducing waste, promoting safety, increasing efficiency, and making the working and recreational experience for all persons enjoyable.

The District expects employees to demonstrate the highest standards of personal and professional integrity, honesty, responsibility, and fortitude in performance of their duties, and treat District patrons, their fellow employees, and members of the general public honestly, fairly, and courteously. The policies identified in this section promote orderly, safe, and efficient operations. The District developed them using commonsense and years of experience and required all employees to read these policies carefully and conduct themselves accordingly.

## **OPEN DOOR POLICY**

### **Policy:**

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

## **SUGGESTION SYSTEM**

### **Policy:**

Employees who have suggestions for the improvement of services, reduction of costs, improvement of safety or training, or other related programs or plans, are encouraged to discuss their suggestions with their Direct Supervisor who will submit a written report to the Department Head. The employee will be notified of the disposition of the suggestion. If an employee's suggestion is implemented, a copy of the written report including action taken will be placed in his personnel file.

## **GENERAL SAFETY POLICY AND RULES**

### **Policy:**

Safety while on the job is the responsibility of every District employee. With proper precautions, most accidents on the job can be prevented. It is every employee's responsibility to know and comply with all health and safety policies, rules, and regulations, and to act in a safe manner. Carelessness, inattention, neglect, horseplay, and disregard for safety rules cause accidents. Therefore, employees must always be careful, attentive, alert, and follow proper safety procedures. The District will not tolerate any breach of safety rules or regulations by employees. Employees are expected to be alert for safety hazards that may exist and could affect the general public or employees of the District. Employees are also responsible for reporting any unsafe equipment or condition to your Direct Supervisor immediately upon your discovery of such a condition. We must all work together to achieve a safe and healthy working environment. Employees should make certain that you do not create safety hazards.

### **Comment:**

1. It is the intent of the District to provide a safe working environment for you and a safe leisure environment for the public using our programs, facilities, and parks. It is also the intent of the District to develop, implement and administer a safety and comprehensive loss control program. In all assignments, the health and safety of all persons should be the first consideration.
2. Employees are directed to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. Employees should use your best efforts to ensure that work is done in a safe manner, inspections are conducted on a regular basis, hazards are confronted and removed, and accidents are investigated as appropriate. Accordingly, all employees shall adhere to the following rules:
  - a. Horseplay and fighting will not be tolerated in the workplace.
  - b. Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized use of prescription drugs will not be tolerated in the workplace.
  - c. Your Direct Supervisor must be informed if you are required to take medication during work hours which may impact on your safety or the safety of others while you are working. Written medical evidence stating that the medication will not adversely affect your decision-making or physical ability may be required. Please refer to the applicable policy in this manual
  - d. Your Direct Supervisor must be notified of any permanent or temporary impairment that impacts on your ability to perform in a safe manner.
  - e. Personal protective equipment must be used when potential hazards cannot be eliminated.

- f. Equipment is to be operated only by trained and authorized personnel.
- g. Periodic inspections of workstations may be conducted to identify potential hazards and to ensure that equipment or vehicles are in safe operating condition.
- h. Any potential unsafe conditions or acts are to be reported immediately to your Direct Supervisor.
- i. If there is any doubt about the safety of a work method, your Direct Supervisor should be consulted before beginning work.
- j. All accidents, near misses, injuries and property damage, no matter how minor, must be reported to your Direct Supervisor or the Risk Manager, regardless of the severity of the injury or damage.
- k. Failure to report an accident or known hazardous condition may be cause for disciplinary action, up to and including discharge.
- l. All employees must follow recommended work procedures outlined for their job, department, and/or facility.
- m. Employees are responsible for maintaining an orderly environment. All tools and equipment must be stored in a designated place. Scrap and waste material are to be discarded in a designated refuse container.
- n. Any smoke, fire or unusual odors must be reported promptly to your Direct Supervisor.
- o. If you create a potential slip or trip hazard, correct the hazard immediately or mark the area clearly before leaving it unattended.
- p. Safety and restraint belts must be fastened before operating any motorized vehicle.
- q. Employees who operate vehicles must obey all driver safety instructions and comply with traffic signs, signals and markers, and all applicable laws.
- r. Employees who are authorized to drive are responsible for having a valid driver's license for the class of vehicle they operate. You must report revocation or suspension of your driver's license to your Direct Supervisor.
- s. All employees must know departmental rules regarding accident reporting, evacuation routes, and fire department notification.
- t. Departmental and facility rules and procedures specific to departmental operations must be followed by each employee in the department.
- u. Employees must assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as required.

## **POLITICAL ACTIVITY**

### **Policy:**

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

### **Comment:**

1. District rules do not preclude an employee from becoming a political candidate or from taking part in election campaigns and engaging in other lawful political activities. However, employees may not engage in political activities at any time while on duty or when they may be identified as an employee of the District by any means such as uniform, insignia, motor vehicle or in any other manner. Political activities include, but are not limited to, running as a candidate for public office, soliciting, or receiving funds for a political party or candidate for public office, soliciting votes for such party or candidate, attending political rallies, circulating petitions, distributing political literature, or encouraging others to do any of the above. For the purposes of this paragraph “while on duty” includes those hours you are scheduled to work and are working for the District but does not include lunches or other periods of non-work time.
2. Employees are also prohibited from interrupting or disturbing other employees while they are on duty.
3. Political affiliation, preference, or opinion will not influence an individual’s employment, retention, or promotion as a District employee. Employees of the District will not be required to contribute monies to any candidate or political party but may do so on a strictly voluntary basis.

## **GIFTS**

### **Policy:**

You must not solicit or accept any gift, gratuity or other reward from any person, business or entity that is doing business with the District or is attempting to secure business from the District. Further, you must not solicit or accept gifts, nor should you expect people who use our programs or facilities to give you gifts, gratuities or other rewards, or other remunerative devices or favors for performing your job, except as otherwise provided in this policy.

### **Comment:**

1. If someone offers or gives you a gift as a result of your position as a District employee, you must report it to the Executive Director. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, or other related items that have a monetary value of less the \$25. However, you must report such non-cash matters to your Department Head.
2. If you are in doubt about any provisions of this policy, contact your Department Head. Department Heads may contact the Executive Director.
3. This policy applies to all employees.
4. Retention of any gift will be conditional upon the approval of the Executive Director after consultation with the appropriate Department Head.
5. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action, up to and including discharge.

## **COMPLIANCE WITH DISTRICT POLICIES AND PROCEDURES**

### **Policy:**

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

## **COMPLIANCE WITH SUPERVISORY DIRECTIVE**

### **Policy:**

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

## **EMPLOYEE COOPERATION**

### **Policy:**

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

Wrongful conduct, including (without limitation) insubordination, which engenders employee divisiveness, loss of morale, or workplace disruption, will not be tolerated, and may lead to disciplinary action, up to and including discharge.

## **EXPEDITIOUS AND DILIGENT PERFORMANCE OF DUTIES**

### **Policy:**

You are expected to perform your duties expeditiously and diligently to the best of your ability.

## **REPORTING IMPROPER OR UNSAFE ACTIVITY**

### **Policy:**

Employees are expected to act and conduct themselves at all times in the best interests of the District. If an employee believes or knows that another District employee is engaged in unlawful conduct while on duty, employees must promptly report such conduct and submit any supporting information to your Direct Supervisor, the Risk Manager, or the Executive Director.

Employees are also required to notify the Illinois Department of Children and Family Services (DCFS) whenever there is reasonable cause to believe that a child known to the employee during their employment with the District may be abused or neglected. See the appropriate form located in the appendix section of this manual.

## **CARELESSNESS POLICY**

### **Policy:**

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

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

### **Comment:**

1. If an employee is aware of careless or negligent conduct, they must report the conduct to their Direct Supervisor. If they feel uncomfortable doing so, or if their Direct Supervisor is the source of the problem, condones the problem, or ignores the problem, report to the next level of management above the Direct Supervisor or the Executive Director.
2. If neither of these alternatives is satisfactory to you, then the employee can direct their questions, problems, complaint, or reports to the President of the Board.
3. An employee is not required to directly confront the person who is the source of the report, question, or complaint before notifying the District's management.

## **WORKPLACE WRONGDOING POLICY**

### **Policy:**

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

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

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

The District prohibits fighting on its premises, as well as instigating, or threatening physical violence.

The District prohibits horseplay, practical jokes, and pranks.

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

### **Comment:**

1. If an employee is aware of any conduct that violates this policy, they must report the conduct to their Direct Supervisor. If the employee feels uncomfortable doing so, or if the Direct Supervisor is the source of the problem, condones the problem, or ignores the problem, report to the next level of management above the Direct Supervisor or the Executive Director.
2. If neither of these alternatives is satisfactory, then the employee can direct their questions, problems, complaint, or reports to the President of the Board.
3. An employee is not required to directly confront the person who is the source of the report, question, or complaint before notifying any of those individuals listed.

## **ACTING IN THE DISTRICT'S INTERESTS**

### **Policy:**

You are expected to act and conduct yourself at all times in the best interest of the District.

## **ROMANTIC OR SEXUAL RELATIONSHIPS**

### **Policy:**

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

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

By its discouragement of romantic and sexual relationships, the District does not intend to prohibit the social interaction among employees (such as lunches, dinners, or attendance at entertainment events), provided employees abide by the District’s policies, including its Non-Discrimination and Anti-Harassment Policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

### **Comment:**

1. If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager to promptly disclose the existence of the relationship to the employee’s Department Head. The employee may make the disclosure as well, but the obligation to do so shall be upon the supervisor/manager.
2. The Department Head shall inform the Executive Director and others on a need-to-know basis of the existence of the relationship, including, in all cases, the person responsible for the employees’ work assignments.
3. Upon being informed or learning of the existence of such a relationship, the District may take all steps that it, in its discretion, deems appropriate and necessary to even avoid the appearance of impropriety. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending when the disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignment and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.
4. In addition, and in order for the District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to their Direct Supervisor Head or the Executive Director.

## **VIOLENCE IN THE WORKPLACE**

### **Policy:**

The District strongly believes that all employees should be treated with dignity and respect. Acts or threats of violence are not to be tolerated. Any acts or threats of violence must be reported to the employee's Direct Supervisor and/or the Department Head.

### **Comment:**

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

## **ACCURATE RECORDS**

### **Policy:**

Any reports or records that an employee produces or maintains that are for the District must be accurate and complete.

## PROPER DRESS AND APPEARANCE

### Policy:

To maintain the District's professional and positive image with the patrons and taxpayers, to promote a productive work environment and to comply with applicable health and safety standards, it is the policy of the District that each employee's dress, grooming and personal hygiene should be appropriate to the work situation as more specifically set forth herein.

### Comments:

1. An appropriate, well-groomed, neat appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the District.
2. Full-time employees must comply with the following personal appearance standards:
  - a. For exempt (salaried) employees, while there is no prescribed "uniform" or dress code, you are expected to be in neat, clean attire; and appropriately dressed for the duties you perform.
  - b. Non-exempt (hourly) park and golf maintenance employees are expected to wear the District's authorized t-shirts, sweatshirts, etc. Park/golf maintenance employees may also wear hemmed blue jean shorts when the daily work tasks permit (e.g., pants must be worn when working with potentially hazardous equipment such as string trimmers, sprayers, etc.) and when approved by their Direct Supervisor. The hem length of the shorts must have an inseam length of at least four inches. No low rise, holed, torn or ripped pants/shorts are allowed.
3. Part-time employees must comply with the following personal appearance standards:
  - a. Facility staff at Westwood, Duis Center and the Dillon Home are required to wear blue jeans, khakis, hemmed khaki, or black dress shorts (4" + inseam length), solid black leggings, solid black polyester athletic pants, capris with a District-issued staff shirt. No hoodies allowed.  
  
Emerald Hill Pro-Shop/Cart staff are required to wear blue jeans, khakis, solid black leggings, solid black polyester athletic pants, capris, or hemmed dress shorts (4" + inseam length) or skirt. Pro-Shop staff are required to wear a collared golf shirt, or a District-issued collared staff shirt and Cart Staff are required to wear a District issued T-Shirt. No hoodies allowed.

- b. Food service employees are required to wear blue jeans, khakis, hemmed khakis, or solid black dress shorts (4" + inseam length) solid black leggings, solid black polyester athletic pants, capris, with a District-issued staff shirt. Food Service employees are also required to wear a District issued hat or have their hair tied back when working in any food preparation area. No hoodies allowed.
  - c. Custodial employees are required to wear blue jeans, hemmed khakis, or solid black dress shorts (4"+ inseam length), solid black leggings, solid black athletic shorts (4"+ inseam length), solid black polyester athletic pants, or capris, with a District-issued shirt. No hoodies allowed.
  - d. Lifeguards are required to wear the District's issued/authorized swimsuit. Lifeguards may also wear District-issued shorts and shirt. No hoodies allowed.
  - e. Kids Gym employees are required to wear solid black leggings, solid black polyester athletic pants, or solid black sweatpants. No shorts, jeans, or pants with rivets. Employees must also wear a District-issued staff shirt.
  - f. Program employees are required to dress in a manner as established by the District to be appropriate to the activity and will wear, when required, a District-authorized staff shirt.
  - g. Golf/park maintenance employees are required to wear jean pants and a District-issued staff shirt. Employees may also wear hemmed blue jean shorts when the daily work tasks permit (e.g., pants must be worn when working with potentially hazardous equipment such as string trimmers, sprayers, etc.).
  - h. A baseball style hat, with bill facing forward, may be worn by custodians, maintenance, Emerald Hill, and program staff. Any hat that is determined to be unprofessional or inappropriate by the District will not be allowed to be worn while on duty.
4. The District expects that all employees will exercise good professional judgment in choosing the type of hairstyle, accessories and makeup worn while working. All employees shall abide by the following guidelines:
- a. **HAIR:** Your hair should always be neatly combed and trimmed. Staff with long hair should wear it in such a manner that it does not fall forward over their face while performing their job. Any hairstyle, haircut or hair color determined to be unprofessional or inappropriate by the District will not be allowed. Hair based upon race covered traits, including but not limited to hair texture and

hair style such as braids, locks and twists are acceptable. Mustaches and beards are permitted if they are neatly groomed.

- b. FINGERNAILS: Clean and neatly groomed fingernails are required.
  - c. JEWELRY: Earrings must not exceed one inch below the earlobe. Excessive and inappropriate jewelry will not be permitted. Body and facial (including tongue) piercing jewelry must always be removed or covered by clothing. Small stud-type nose piercings (no hoops) will be permitted. Novelty buttons may not be worn while working.
  - d. TATTOOS: Tattoos that are offensive in nature (i.e., words including profanity and/or symbols) or tattoos deemed to be inappropriate by the District must be covered.
- 5. The District expects that all employees will wear clothing that is not in disrepair (e.g., not torn, no holes, slits, stains, etc.). Employees required to wear a staff shirt may wear a District–authorized/issued sweatshirt, vest, or cardigan over the staff shirt.
  - 6. Certain employees may be required to wear certain clothing due to safety conditions or job requirements. Safety gear, when required, will be provided by the District.
  - 7. Unless authorized by their Direct Supervisor, employees may not wear earbuds/headphones while on duty.
  - 8. Any clothing supplied by the District may not be altered in any way. Also, any clothing supplied by the District shall not be worn while not working, except when traveling to/from work.
  - 9. All employees shall wear a nametag while on duty, when required, if one has been issued to you, unless doing so causes a safety concern.
  - 10. Any employee who cannot comply with this policy based upon disability, religion, national origin, or any other legally recognized basis shall forward a written request to the Risk Manager for accommodation or exemption from this policy. request shall include the policy exception requested and include the basis for said request.
  - 11. Any employee who cannot comply with this policy based upon a specific work assignment may seek an exemption during the assignment by the employee’s immediate full-time Direct Supervisor.

12. Any employee who does not meet the standards of this policy will be required to take corrective action that may include leaving the premises. There will be no compensation for time not worked by a non-exempt (hourly) employee for violating this policy. Repeated violations of this policy may result in disciplinary action, up to and including termination.

## **CONFLICTS OF INTEREST**

### **Policy:**

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

### **Comment:**

1. The District recognizes the right of employees to engage in activities outside of their employment, which are of a private nature and unrelated to our business. However, the employee must disclose any potential conflicts so that the District may access and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse, civil union partner or significant other, children, parents, siblings) as a result of District's business dealings.
2. It is the responsibility of every District employee to disclose any personal or financial interest in any person, firm, company, or any business entity doing business with the District. This information is required to determine whether any undue or special influence may be involved in sales to or purchases from the District. Such a disclosure must be made in writing by the employee and forwarded to the Executive Director for review of a potential conflict of interest.
3. Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any questions whether an action or proposed course of conduct would create a conflict of interest, he should immediately contact the Executive Director to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.
4. Individuals employed in a supervisory capacity or authorized to purchase equipment may be required to file a Statement of Economic Interest as required by Illinois law. Please see the Executive Director for details.
5. A violation of this policy may result in immediate and appropriate discipline, up to and including immediate termination.

## **OUTSIDE ACTIVITIES**

### **Policy:**

Outside work activities are not allowed when they:

1. Prevent the employee from fully performing work for which he or she is employed at the District, including overtime assignments;
2. Involve organizations that are doing or seek to do business with the District, including actual or potential vendors;
3. Violate provisions of law or policies or rules of the District.

### **Comment:**

1. From time to time, District employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In case of conflict with any outside activity, the employees' obligations to the District must be given priority. Employees are hired and continue in the District's employ with the understanding that the District is their primary employer and that other employment or commercial involvement which conflicts with the business interests of the District is prohibited.
2. Further, employees shall not enter any contracts with an individual or company for the performance of services while on duty or while using District vehicles, equipment, or other District property. No employee shall receive pay other than District pay for performing services while on duty unless the Executive Director give prior approval.

## **DISCIPLINARY ACTIONS**

### **Policy:**

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

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

The District applies progressive discipline; however the District reserves the right to bypass progressive corrective action if it is deemed appropriate.

Notwithstanding the District's option to use progressive discipline, the District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with discharge.

While the District hopes and expects the need for disciplinary action will be rare, when job performance, attitude, or conduct falls short of established standards, we will not hesitate to take appropriate action. Such actions may range from oral warnings to discharge.

### **Comment:**

1. A Direct Supervisor(s) may issue oral and written warnings. Such warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or poor attendance/timeliness and to warn the employee that repetition of the conduct or failure to improve work performance and/or attendance/timeliness may result in more severe discipline, including discharge.

The Supervisor issuing the warning will discuss the warning with the employee and suggest how to correct the offending conduct. The employee will be given the opportunity to provide written comments about the warning on the Disciplinary Action Notice. The employee is required to sign a verbal or written warning indicating receipt of the notice and corrective action. All documentation pertaining to an oral/written warning will be placed in the employee's personnel file.

2. A suspension is defined as temporarily relieving an employee from their duties. A suspension is issued for the purpose of expressing disapproval of conduct or poor work

performance and/or poor attendance/timeliness and to warn the employee that repetition of the conduct or failure to improve work performance and/or attendance/timeliness may result in more severe discipline, including discharge.

Depending on the circumstances, a suspension may be with or without pay, at the sole discretion of the Executive Director. The duration of the suspension shall also be determined at the sole discretion of the Executive Director.

The Supervisor issuing the suspension will discuss the suspension with the employee and suggest how to correct the offending conduct. The employee will be given the opportunity to provide written comments about the suspension on the Disciplinary Action Notice. The employee is required to sign the notice indicating receipt of the suspension and corrective action. All documentation pertaining to a suspension will be placed in the employee's personnel file.

3. If an employee is discharged, they will receive written notice which includes the effective date of the discharge. The Executive Director must approve all discharges.
4. An employee may respond to any discipline through the formal review procedures outlined in the applicable policies of this manual.

## **EXAMPLES OF REASONS FOR DISCIPLINARY ACTION**

### **Policy:**

Disciplinary action may include a warning, suspension, and/or discharge. Below are several examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all the acts that may subject you to disciplinary action, including discharge, and does not change the employment-at-will relationship between the employee and the District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to District policies and/or procedures including, without limitation, safety policies, ordinances, and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, excessively leaving early or misrepresentation of the use or need of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Leaving the job during working hours without permission.
5. Failure to obey any lawful rule, regulation or order, or failure to obey any proper direction made or given by your supervisor(s).
6. Inability or unwillingness to take orders from supervisor(s).
7. Uncooperative, hostile, or discourteous attitude or conduct toward your supervisor(s), the Park Board, co-workers, or members of the public, or threatening or striking any person who is in or on District property or participating in District activities.
8. Being wasteful or the willful destruction of the District supplies, materials, vehicles, equipment, tools, working time or other District property.
9. Failure to wear uniform or safety equipment (e.g., safety shoes, glasses, goggles, and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules, and/or procedures.
10. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
11. Failure to follow any federal, state, local or District law, rule, or regulation while on duty or while in or on District property or engaging in criminal activity while on duty or while in or on District property.
12. Failing to report an accident or the awareness of hazardous conditions to your Direct Supervisor.
13. Gambling or fighting while on duty or on District property.

14. Being under the influence or possession of intoxicants or illegal drugs while on duty or on District property or misusing legal drugs.
15. Theft or misappropriation or the careless, negligent, or improper use of funds or property belonging to the District, fellow employees, or the public.
16. Possession of weapons in or on the District property or while on duty.
17. Felony conviction (the District will consider the nature of the offense, date of the offense, and your job duties).
18. Incompetent, inefficient, or negligent performance of duties; inability or failure to perform duties properly.
19. Failure to maintain a valid driver's license or other license or certification that is required for your position in this manual.
20. Tobacco use while on duty.
21. Violation of the Non-Discrimination and Anti-Harassment Policy.
22. Dishonesty; lying to District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the District, including without limitation accident reports, employment applications/resumes, financial reports, time keeping reports, reimbursement reports, and departmental reports.
23. Falsifying timecards and or time sheets.
24. Unauthorized possession, use or copying of any records that are the property of the District.
25. Sleeping on duty.
26. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the District in its sole discretion not to be in its best interest.
27. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
28. Having more than one wage garnishment.

## **REVIEW OF DISCIPLINARY ACTION OTHER THAN DISCHARGE**

### **Policy:**

In the case of disciplinary action other than discharge, the employee may request a review of the action by submitting a request in writing to their Direct Supervisor within five (5) working days (Monday-Friday) from the date the action was taken. The Direct Supervisor may meet with the employee and should issue a written determination within ten (10) working days (Monday-Friday) of receipt of the written request for review. If the employee is not satisfied with this determination, they may seek review by submitting a written request with a copy of the determination to the supervisor at the next level of authority in their department within five (5) working days (Monday-Friday) after the date of the initial determination by the Direct Supervisor. This supervisor may meet with the employee and should issue a written determination within ten (10) working days (Monday-Friday) of receipt of the written request for review. If the employee is not satisfied with the determination at this stage, they may continue this process through each succeeding supervisory level in the department up to the Executive Director and following the same five-day deadline at each level. Any decision of the Executive Director shall be final.

### **Comment:**

1. The District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action.
2. This procedure should be followed to the extent that it is, at the District's sole discretion, practicable under the circumstances.

## **GRIEVANCE PROCESS AND PROCEDURE**

### **Policy:**

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

1. An employee may present a grievance to their Direct Supervisor. The Direct Supervisor will meet with the employee and give a response within three (3) working days (Monday-Friday) of discussing the grievance. In most cases, the problem can and should be resolved with a frank and open discussion between the employee and the Direct Supervisor. However, if a satisfactory resolution is not reached at this level, the employee may proceed to step 2.
2. The employee may present a written grievance to the supervisor at the next level of authority in their department. The supervisor will investigate the matter, discuss the matter with the employee and the employee's Direct Supervisor, and should give a written response within three (3) working days (Monday-Friday) of discussing the grievance. If the employee is not satisfied with the resolution at this stage, they may continue this process through each level of authority in their department, up to the Executive Director. In the event it is necessary for the employee to process their grievance up to the Executive Director, the Executive Director should issue a written decision within ten (10) working days (Monday-Friday) of discussing the grievance unless investigation requires a longer period of time. Any decision of the Executive Director is final and not subject to further review.
3. Department Heads may bypass steps 1 and 2 and take their grievance directly to the Board. The Board should issue a written decision within ten (10) working days (Monday-Friday) of discussing the grievance unless the investigation requires a longer period.
4. In all cases, the Executive Director's or Park Board's decision shall be final.
5. This grievance procedure does not apply to performance evaluations, suspensions, discharges, or other disciplinary actions which may be reviewed in accordance with the various applicable policies found in this manual.
6. The District will not discriminate or retaliate against an employee because the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists, or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.
7. The District's failure to strictly adhere to the time periods suggested above will not affect the resolution of the grievance.

## **REVIEW OF DISCHARGE**

### **Policy:**

The decision to discharge an employee shall be final unless the employee requests a review of their dismissal by submitting a written request to the Executive Director within five (5) working days (Monday-Friday) from the date the action was taken. The Executive Director or a designee may meet with the employee and investigate the circumstances surrounding the dismissal. The Executive Director or the designee(s) should issue a written determination within ten (10) working days (Monday-Friday) of receipt of the written request. The Executive Director's decision shall be final.

If the employee is a Department Head who has been discharged, they may make a request to the President of the Park Board ("President") to have their discharge reviewed by the Park Board. The Executive Director's decision to discharge the employee shall be final unless you submit a written request for review of dismissal to the President within five (5) working days (Monday-Friday) from the date the action was taken. The President and the Park Board may meet with the employee and investigate the circumstances surrounding the discharge. The President, on behalf of the Park Board, should issue a written determination within ten (10) working days (Monday-Friday) of receipt of the written request. The Park Board's decision shall be final.

### **Comment:**

1. Nothing in this section shall limit or restrict the District's right to discharge an employee at any time. The District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action.
2. This procedure will be followed to the extent that it is, at the District's sole discretion, practicable.

## **EMPLOYEE'S RESPONSE**

### **Policy:**

An employee may respond to any disciplinary action taken against them by preparing a written response stating their position or objection to the disciplinary action and sending it to the Administrative Office to be placed in their personnel file. It is the employee's responsibility to make certain that their written response is received by the Administrative Office and is placed in their personnel file.

### **Comment:**

1. Nothing in this section shall limit or restrict the District's right to dismiss an employee at any time, with or without cause or notice. As an at-will employee of the District, an employee may terminate their employment at any time, with or without cause or notice, and the District retains a similar right.

## **SMOKING AND TOBACCO USE**

### **Policy:**

Employee smoking/tobacco use (cigarettes/cigars/pipes), including smokeless tobacco (chew and snuff), electronic cigarette (e-cig or e-cigarette), personal vaporizer (PV) or an electronic nicotine delivery system (ENDS) is prohibited in or on any District building, facility, equipment, park, vehicle, or other District property or while working directly with the public or while engaged in District business.

## **DRUG FREE WORKPLACE**

### **Policy:**

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

At no time during your service to the District should you be under the influence or in possession of alcohol, cannabis (including medical), or illegal drugs during working hours, including the abuse of legal drugs. Also, if you work on or near vehicles or machinery, handle hazardous materials or substances of any kind, or have public safety responsibilities (i.e., transporting District patrons to outings or supervising programs or facilities operations), and you have taken or are under the influence of legal drugs, you must report the use of such legal drugs to your Direct Supervisor if the drug may impact safety or your ability to perform your job.

Any employees who are using prescription drugs that may have adverse side effects that may impact safety or the ability to perform your job should inform their supervisor or Department Head as soon as possible.

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

### **Comment:**

1. If an employee knows of the possession or use of alcohol, cannabis or illegal drugs by another employee, the employee is encouraged to discuss their questions, problems, complaints, or reports with their Direct Supervisor. If the employee feels uncomfortable doing so, or the Direct Supervisor is the source of the problem, report to the next level of management above the Direct Supervisor or the Executive Director.

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

## **ALCOHOL AND DRUG USE**

### **Policy:**

It is the policy of the District to maintain a workplace that is free from the effects of drug and alcohol abuse.

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

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

The purpose of this policy is to inform employees of the District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all District employees will abide by its terms. As with all policies in this manual, this policy is subject to periodic addition, modification, or deletion. This policy does not replace any of the provisions or requirements of the District's Controlled Substance and Alcohol Testing Policy for positions that require a commercial driver's license (CDL). District employees who operate District commercial motor vehicles and possess a commercial driver's license have special responsibilities which are necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the District has established a Controlled Substance and Alcohol Testing Policy for District positions that require a commercial driver's license (Alcohol and Drug Procedures for CDL Employees Policy). Both the District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The Alcohol and Drug Procedures for CDL Employees Policy is in addition to, and supplements and complements, all other District policies, rules, procedures, and practices, including, without limitation, this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures for CDL Employees Policy applies, in the event of any conflict between any of the provisions of the Alcohol and Drug Procedures for CDL Employees Policy and the provisions of any other District policy, rule, procedure, or practice, the provisions of the Alcohol and Drug Procedures for CDL Employees Policy will control.

### **Comment:**

#### **1. Acts Prohibited**

The unlawful use, sale, purchase, manufacture, distribution, dispensation, transfer, possession, or presence in one's system of non-prescribed drugs or a controlled substance, including cannabis (medical and otherwise) and alcohol, is prohibited on District property or while acting on behalf of the District.

## 2. **Definitions**

For purposes of this policy, the following definitions apply:

- a. “Alcohol” means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol, and isopropanol.
- b. “Cannabis” is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.), which provisions are specifically incorporated in this policy by reference.
- c. “Controlled substance” means a controlled substance in schedules I through V of Section 812 of Title 21 of the United States Code, which provisions are specifically incorporated in this policy by reference.
- d. “Criminal drug statute” means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
- e. “District property” means any building, land, property, structure, park, gym, pool, office, shared area, open space, vehicles or other means of transportation, parking lot, or other area owned, leased, managed, used, or controlled by the Park District. District property also includes property used by District patrons while on District-sponsored events or field trips or property of others when presence thereon by the District employee is related to employment with the District.
- f. “Drugs” means Prescription/OTC Drugs and controlled substances including cannabis and medical cannabis.
- g. “Medical facility” means any physician, laboratory, clinic, hospital, certified drug testing company, or other similar entity.
- h. “On Call” means the employee is scheduled with at least 24 hours’ notice by the District to be on standby or otherwise responsible for performing tasks related to his or her employment either at the District’s premises or other designated location.
- i. “Policy” means this Alcohol and Drug Abuse Policy of the Sterling Park District.
- j. “Possess” means to have either in or on an employee’s person, personal effects, desk, files, or other similar area.
- k. “Prescription/OTC Drugs” mean prescription drugs (including medical cannabis) and over the counter (“OTC”) drugs obtained legally and being used in the manner and for the purpose for which they were prescribed or manufactured.

- l. “Public safety responsibility” means a position in which the nature of an employee’s duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm or is responsible for the administration or enforcement of alcohol/drug policies. As examples and not by way of limitation, employees with public safety responsibilities may include lifeguards; non-CDL employees who drive agency vehicles; employees who operate heavy machinery; employees who handle hazardous or toxic materials or substances of any kind; and similar positions.
  
- m. “Under the influence” means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson’s opinion, or the statement of a witness. For cannabis, this determination will be made based upon whether the employee manifests while working or on-call, specific articulable systems of decreased or lessened performance of the duties or tasks of the employee’s job position, including: symptoms of the employee’s speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property or personal injury; disruption of a production or manufacturing process; or the carelessness that results in an injury to the employee or others.

4. **Voluntary Treatment**

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action or violations of policies, rules of conduct or performance standards. The District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem, if the employee is not in violation of the District’s drug and alcohol policy or other policies, rules of conduct and standards. Seeking such assistance will not be a defense for violating the District’s Alcohol and Drug Abuse policy, nor will it excuse or limit the employee’s obligation to meet the District’s policies, rules of conduct and standards including, but not limited to, those regarding attendance, job performance, and safe and sober behavior on the job. The District encourages those employees who suffer from alcohol or drug abuse to consult voluntarily with District management and/or the District’s Employee Assistance Program (“EAP”) and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan. Please see the Human Resources Manager for details. District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

## 5. Screening and Testing

- a. **Pre-employment Testing.** The District will require all applicants to be drug screened or tested on conditional post-offer, pre-employment basis as part of the hiring process. Pre-employment testing for cannabis will only be conducted for those under the age of twenty-one. Anyone under the age of twenty-one testing positive for a controlled substance will not be retested and may not reapply for three (3) months. Absent a federal, state, or local law requiring the District to do so, testing for cannabis for those over the age of twenty-one will not be a part of the District's pre-employment procedures.
- b. **Reasonable Suspicion Testing.** The District will require screening or testing of an employee when that employee exhibits conduct or behavior that raises a reasonable suspicion the employee is under the influence of, or is impaired by, drugs or alcohol. (See Definition of "Under the Influence" or "impaired" above.) The supervisor(s) who observes or receives information about the conduct or behavior that led to the request for reasonable suspicion testing, within a reasonable period of observing or learning about the behavior or conduct, will document the objective, articulable signs of reasonable suspicion on a form provided by the District (See Appendix).
- c. **Random Testing.** The District may require random screening or testing of employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or engage in any other Public Safety Responsibility.
- d. **Post-accident or Post-incident Testing.** The District may require the screening or testing of any employee following a workplace accident or injury that results in property damage to District or third-party property, personal injury to another employee or third-party, or any personal injury to the employee himself or herself where the circumstances raise a reasonable suspicion that impairment may have played a role in the injury. When an accident or incident occurs, the District will send all employees who may have contributed to the accident or injury for post-accident or post-incident testing, not just the employee injured (unless he or she was the only person who contributed to the accident or injury).
- e. **Post-rehabilitation Program Testing.** The District may require screening or testing of an employee during and after participation in an alcohol or drug counseling or rehabilitation program to ensure compliance with the recommended treatment and conditions of continued employment.
- f. **The Testing Process.** A medical facility selected by the District at the District's expense will conduct drug or alcohol screening or testing. The screening or testing may require an analysis of the employee's breath, urine, saliva and/or blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will have the opportunity, prior to the collection of a specimen or other testing, to disclose the use of prescription/OTC drugs, including medical cannabis, and to explain the circumstance of their use. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including termination.

- g. **Opportunity to Contest.** After the District receives a confirmed, positive drug or alcohol test and/or information indicating that the employee manifests specific, articulable symptoms that demonstrate impairment or being under the influence, the employee will have a reasonable opportunity to contest the basis of the District's determination. However, the District will make a final decision at its sole and exclusive discretion.
- h. **Consent Forms Required.** The District requires each employee to sign a consent form, a copy of which is included with this Policy. The District will require prospective employees applying for positions that require a CDL or pre-employment drug testing to sign consent form prior to taking the pre-employment drug screening. The District may also require each employee and prospective employee to sign a separate consent form requested by the medical facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including dismissal, as deemed appropriate by the District, in its sole discretion, under the circumstances.

## 6. **Treatment**

If the medical facility recommends treatment, the District may, depending on the circumstances as determined in the sole discretion of the District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the District and employee. Participation in such treatment will be at the employee's expense. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The District may reinstate the employee provided that the employee submits a statement issued by the medical facility certifying successful completion of the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the District, which may include, but is not limited to, future alcohol and/or drug testing.

## 7. **Use of Prescription/OTC Drugs**

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has any other Public Safety Responsibility and who has taken a prescription/OTC drug (including medical cannabis) must report the use of such prescription/OTC drug to his or her immediate supervisor if the prescription/OTC drug may cause drowsiness or if it may alter judgment, perception, or reaction time. While the District will not penalize an employee solely for his or her status as a registered qualifying patient under the Compassionate Use of Medical Cannabis Program Act or any similar law, any employee who is a registered qualifying patient is nevertheless required to comply with this Policy. The burden is on the employee to ascertain from the employee's doctor or pharmacist whether the prescription/OTC drug may have such a potential side effect or whether the employee may perform his or her job duties safely while using the prescription/OTC drug. The District will retain the information in a confidential manner and only disclose it to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether the employee may safely

continue to perform the job while using the prescription/OTC drug. Failure to declare the use of such prescription/OTC drugs may be cause for discipline up to and including dismissal.

## 8. **Notice of Convictions**

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

## 9. **Discipline/Penalties for Violation**

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

- (2) If the employee tampers in any way with the specimen given to the medical facility for purposes of alcohol or drug screening or testing;
- (3) If the medical facility recommends treatment and the employee refuses to undergo such treatment;
- (4) If, while undergoing treatment, the employee fails or refuses to follow the course of treatment;
- (5) If the employee, during or following treatment, is again under the influence of alcohol or drugs in violation of this policy; or
- (6) If the employee fails to notify the Executive Director of a conviction for violating any federal or state criminal drug statute in accordance with the Notice of Conviction section of this policy.

## 10. **Inspections**

In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis, employees may be subject to inspection as follows:

- a. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the District and which the District permits an employee to use during employment are and remain the property of the District at all times, and employees have no reasonable expectation of privacy regarding such property. The District does not permit employees to keep controlled substances, cannabis (including medical cannabis) or alcohol in or on such property. Any such property suspected or having or holding such substances is subject to search by the District.
- b. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including dismissal.

## 11. **Records**

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

12. **Consent to Drug and/or Alcohol Screening or Testing**

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, hospital, laboratory, or medical facility chosen by the District at the District's expense to determine if I have alcohol or any controlled substance or cannabis in my system. I hereby consent to the physician, clinic, hospital, laboratory, or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood, and other similar substances. I also authorize the physician, clinic, hospital, laboratory, or medical facility to disclose his/her/its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a District official or a designated representative but to no other person without my written consent. If the results of such testing indicate I have violated the District's Alcohol and Drug Abuse Policy, I understand I will be subject to non-hire or disciplinary action up to and including immediate discharge.

If I test positive for a drug that may be legally prescribed for prescription use (including medical cannabis), I hereby further consent to allow the Medical Review Officer of the medical facility that administered the test to contact my physician or pharmacist to verify my reported use of legally prescribed drugs. I authorize my physician or pharmacist to provide the District or its agents with any current prescription information or physician's letters authorizing the use of any such medicines, which may explain the positive test results, and I will execute any required consent or authorization forms. I understand the legal use of certain prescription or over-the-counter drugs may disqualify me from certain jobs due to safety risks.

I also confirm I will cooperate with any disclosure authorization requirements the physician, clinic, laboratory or medical facility has implemented pursuant to applicable law (including the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)), that relate to its ability to disclose findings, conclusions and opinions, or other protected health information associated with the drug and/or alcohol screening or testing to an District official or a designated representative. I hereby further confirm I will cooperate with any disclosure authorization requirements that my physician or pharmacist implemented pursuant to applicable law (including HIPAA) to allow it to share information with the medical facility or District regarding my reported use of prescription/OTC drugs in accordance with the District's Alcohol and Drug Abuse Policy.

In consideration of my employment or continued employment, I hereby release and agree to hold the District and its elected officials, Commissioners, officers, members and agents harmless against any and all claims, charges or causes of action whatsoever I now have or may have in the future that may arise from this testing or from any investigation or personnel action related to or arising out of any such testing or screening.

I also acknowledge receiving, reading, and understanding the District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the District the use of prescription/OTC drugs as required by the policy, may result in non-hire or disciplinary action up to and including termination. I further acknowledge I have read this consent form carefully, and I am signing of my own free will.

Employee (Print): \_\_\_\_\_

Employee (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

- I agree to the screening or testing
- I will not agree to the screening or testing

Employee (Print): \_\_\_\_\_

Employee (Signature): \_\_\_\_\_

# **ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES**

## **Policy:**

In an effort to promote public safety and to help prevent accidents and injuries, the U.S. Department of Transportation (DOT) instituted regulations that establish a zero-tolerance level for the presence of alcohol or controlled substances in the system of any individual who operates or maintains a commercial class vehicle. The regulations establish testing requirements to help ensure compliance with the alcohol and controlled substance prohibitions. The controlled substances prohibited by the DOT regulations are: Cannabis, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The following procedures have been developed to implement the DOT regulations which can be found in 49 CFR Parts 40 and 382. The numbers inside the parentheses appearing in several of the sections refer to the 49 CFR Part 40 or 382 sections relevant to the procedure. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

## **Comment:**

### **1. Adverse Effects of Alcohol and Drug Use**

Unlawful use of drugs and alcohol poses several risks. Alcohol and drug abuse can lead to several health problems, such as lung cancer, obstructive pulmonary disease, chronic respiratory infections, liver disease, high blood pressure, cardiac disease, and seizures. Drug users are at an increased risk for AIDS and hepatitis.

The impairments drugs cause mean users (and their nearby co-workers) suffer more accidental injuries and motor vehicle accidents. Drugs can also rob the user of his or her ability to reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Because drug use is unlawful, lives can be ruined when users are arrested, jailed, or injured by drug-related violence.

### **2. Affected Employees**

- a. The following employees are subject to these alcohol and drug procedures, restrictions, and requirements: all employees who are required to have a valid CDL driver's license as a condition of employment and who operate a commercial vehicle for the District. This includes full-time and part-time employees.
- b. The above employees are always subject to these procedures and regulations while on duty, including all overtime and callback time. The Executive Director may make an exception to exempt an employee from alcohol use restrictions if the employee is attending off-site training and is not expected to return to duty for the remainder of the day.

### 3. **Employee Requirements (382.201 to 215)**

To meet the DOT regulations, the following requirements are placed upon affected employees. Exceptions to these requirements may be made by the Executive Director in making temporary work assignments for employees.

- a. Affected employees will not consume any product containing alcohol or controlled substances while on duty.
- b. Affected employees will not report for duty while there is any alcohol or controlled substance in their system (unless the use is pursuant to the instruction of a physician who has been informed of the affected employee's job duties, and has advised the affected employee that the substance does not adversely affect his/her ability to safely perform his/her job).
- c. Affected employees will not possess any product containing alcohol or controlled substances while on duty.
- d. Affected employees cannot report for duty within four hours of having consumed alcohol and may not perform safety-sensitive functions (this includes but is not limited to operating motor vehicles or equipment) within four hours after using alcohol.
- e. Affected employees must immediately report for testing when so ordered and must cooperate with testing personnel and procedures.
- f. Affected employees must agree to release testing results to the District and to the Substance Abuse Professional (SAP), and to release the substance abuse professional report to the District.
- g. Affected employees cannot consume alcohol for eight hours following an accident involving a death or an accident for which the employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident, or until the employee undergoes a post-accident or controlled substance test, whichever occurs first. The employee must remain available for testing for a period of eight hours for an alcohol test or 72 hours for a controlled substance test.

### 4. **Tests Performed**

Detailed descriptions of the testing procedures are contained in 49 CFR Part 40 and Part 382. A brief description of the testing procedure follows.

- a. **Alcohol Test**
  - (1) Employee immediately reports to the designated testing facility, shows a photo identification card, and signs testing form.

- (2) Employee blows into alcohol testing device. If an employee cannot exhale sufficient quality of air through the machine for a complete test, a medical exam will be performed.
- (3) If the test results are negative, the employee returns to work. Results will be reported to the Administrative Assistant.
- (4) If test results are positive, another test will be performed after a 15-minute wait but before 20 minutes. The employee may not eat or drink anything, nor belch, during the waiting period for the retest.
- (5) If the re-test results are negative, test is reported to the Administrative Assistant as negative.
- (6) If retest results are positive, the test results are immediately reported to the Administrative Assistant.

b. Controlled Substances Test

Testing will only be performed for the five controlled substances prohibited by the DOT regulations ( Cannabis, Cocaine, Opiates, Amphetamines, and Phencyclidine).

- (1) Employee immediately reports to the designated testing facility, shows a photo identification card, and signs the testing form.
- (2) Employee provides a urine sample. If unable to provide sufficient quantity for testing, the employee will be asked to drink water (up to 24 oz. in two hours) and attempt again.
- (3) Hospital personnel will perform required testing to verify that the specimen sample has not been tampered with. The employee returns to work.
- (4) Sample is sent to the lab where it is split in half. A screening test is performed on a portion of one of the sample splits. If negative results are obtained, the testing is reported as negative to the Medical Review Officer (MRO), who in turn reports negative results to the Administrative Assistant.
- (5) If screening tests are positive, sophisticated confirmation testing is performed on the rest of the split sample. Results are reported to the MRO. If negative, the MRO reports a negative result to the Administrative Assistant.
- (6) If the results are positive, confirming the presence of one of the five controlled substances, the MRO will contact the employee to talk over the results of the test to determine if there is a legitimate clinical reason

the presence of the drug, and will decide if test results are negative or positive.

If the employee cannot be reached by the MRO, the Executive Director will be contacted to tell the employee to contact the M.R.O. If contact is not made in 72 hours, the MRO will determine the test results as positive. The MRO reports to the Administrative Assistant or the Executive Director's designee test results as positive or negative.

- (7) If test results are positive, the employee will be removed from duties of operating or maintaining a commercial class vehicle. The employee has 72 hours in which to request a retest of the second split sample and can request that the split sample be tested at a second lab. A negative retest of the split sample will cancel the first positive results.

## **5. Circumstances Under Which Testing Will be Performed**

### **a. Pre-employment Testing (382.301.413)**

- (1) Before a new employee is hired or before an existing employee may be transferred to a position in which operating or maintaining a commercial class vehicle is required, both alcohol and controlled substance testing are required.
- (2) If an employee has not been in a random testing pool for one month, then alcohol and controlled substance testing must be performed before the employee may operate or maintain a commercial class vehicle.
- (3) Alcohol test results must be below 0.04 and controlled substances must be negative, or the employee cannot be hired to the position without a substance abuse professional evaluation. There is no requirement that the prospective employee be hired or that they see the MRO or SAP, but an attempt must be made to inform the prospective employee of the test results and to seek an evaluation.
- (4) In addition to submitting to testing, the prospective employee must supply the District with the names of all firms for which they have been employed in the previous two years operating or maintaining commercial class vehicles. The prospective employee must cooperate fully with the District in obtaining from each of the previous employers' results of any positive test, SAP's reports, and any refusals to test.

b. Random Testing (382.305)

- (1) All affected employees will be placed in a pool from which random selections for testing will be made. Random testing will be for both alcohol and controlled substances.
- (2) The annual rate of testing for the entire pool will be as directed by the U.S. Secretary of Transportation, currently 10% per year for alcohol and 50% per year for illegal drugs.
- (3) Every employee in the selection pool has an equal chance of being selected each time a drawing is made.
- (4) Selection for testing will be performed on a sufficiently random basis by the consortium. Employees will not know when testing is complete for the year nor when to anticipate the next selection.
- (5) A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

c. Reasonable Suspicion Testing (382.307)

- (1) When a supervisor has reason to believe that an employee has alcohol or controlled substances in their system, they shall contact another supervisor or management official trained in the signs and symptoms of drug and/or alcohol misuse, who will also observe the employee. If both supervisors agree, the employee will be driven to the designated testing facility for alcohol or controlled substances testing as appropriate.
- (2) The supervisor's determination must be based upon specific, describable, current observations of the employee's appearance, behavior, speech, or body odor. Possession alone is not sufficient cause to require the employee to submit to testing.
- (3) When a reasonable suspicion determination has been made, the employee must immediately stop operation or maintenance of a commercial class vehicle. (For 24 hours or until a negative test result, whichever comes first.)
- (4) The employee will be informed of his or her right to consent or refuse testing, and the consequences of refusing testing or failing an alcohol or drug test. The employee will be asked to review and sign a Consent/Refusal Form.
- (5) The supervisor calls the designated testing facility to advise that the employee will be reporting for the testing. The employee under suspicion must be accompanied to the testing facility, preferably by a supervisor.

- (6) If an employee refuses to submit to a test, he or she will be required to call someone to drive him or her home. If you are unable to find someone, a taxicab will be called. The District will pay for the taxicab with reimbursement by the employee when he or she returns to work. If the employee insists on driving him or herself, the local Police Department will be called and notified.
- (7) Testing for alcohol reasonable suspicion should be performed within two hours but cannot be conducted if eight hours have passed since the determination was made. A written report must be submitted to the Administrative Assistant for the file explaining why testing was not performed within two hours. Controlled substances testing should be performed as soon as possible but not after 32 hours since the determination was made.
- (8) The supervisor(s) making the determination must submit a signed written description citing the specific observations which led to the reasonable suspicion testing. The written description should be submitted before the test results have been received.

d. Post-Accident Testing (382.303)

- (1) A surviving driver of a commercial class vehicle involved in an accident in which a death occurred or for which the driver received a ticket for the operation of the commercial vehicle that contributed to the accident, will be tested for both alcohol and controlled substances.
- (2) The driver will remain readily available for testing after an accident until 32 hours have passed, or earlier if a supervisor advises that testing will not be necessary.
- (3) A driver cannot consume any alcohol within eight hours following an accident unless a supervisor advises that no testing will be required, or testing has already been performed.
- (4) If a death occurs or a driving citation is issued, alcohol testing will be performed within two hours but not after eight hours, and controlled substance testing will occur within 32 hours. A written record must be submitted to file explaining why alcohol testing could not be performed within two hours if such is the case and a record if either testing could not be performed.

e. Return to Duty Testing (382.309)

Alcohol and controlled substances testing will be performed with negative test results (less than 0.02 alcohol) on all affected employees who:

- (1) Have been removed from duty of operating or maintaining a commercial class vehicle for refusing to test or for testing positive for controlled substances or alcohol greater than 0.04. The employee will be responsible for all costs associated with this classification of return to duty testing or who;
- (2) Have not been in a random testing pool for more than 30 days. (Employees who have been on extended leave.)

f. Follow-Up Testing (382.311.605)

- (1) Any affected employee who has refused to test or who has tested positive for controlled substances or who has tested greater than 0.04 for alcohol content and has been determined by a substance abuse professional to require help in dealing with their substance abuse problem will be subject to follow up testing.
- (2) The Executive Director will order the affected employee to immediately report for surprise alcohol or controlled substance (or both) testing at the frequency prescribed by the SAP. The Executive Director will advise SAP of the test results. The duration of surprise testing will continue if required by the SAP, up to a maximum of five years.
- (3) At a minimum, six (6) unannounced tests will be required within the first 12 months of return to duty. This minimum must be conducted regardless of whether the SAP deems no more testing is required.
- (4) The employee is responsible for all costs associated with follow-up testing.

**6. Consequence of Failed or Refused Tests (382.605)**

- a. An employee will be immediately removed from duty upon the employee's refusal to cooperate with testing procedures or upon receipt of positive test results. Employees who refuse to submit to testing or fail an alcohol or drug test are subject to disciplinary action, up to and including discharge.
- b. The employee selects an SAP. The employee is responsible for payment to the SAP, and for subsequent counseling and rehabilitation. The employee's medical insurance may be used to help pay for these services. A list of SAP's will be provided to the employee; however, the employee is free to choose any certified SAP.

- c. The employee signs a release allowing the Park District to release the test results to SAP and signs a release for the SAP to report back to the Executive Director.
- d. The SAP will report back to the Administrative Assistant that the employee:
  - (1) Does not require any help in dealing with a substance abuse problem, in which case the employee may be returned to full duty.
  - (2) That the employee requires and is cooperating with continued counseling and rehabilitation and may return to full duty or may not return to full duty yet.
  - (3) That the employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.
- e. The employee is responsible for obtaining any counseling or rehabilitation prescribed by the SAP and must provide appropriate releases for counseling and rehabilitation professionals to report back to the SAP. Employees are advised that the DOT regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the SAP has a financial interest.
- f. When the SAP reports to the Administrative Assistant that the employee may return to full duty of operating and maintaining commercial class vehicles the employee must:
  - (1) Test negative in return to duty alcohol or controlled substances testing (or both tests if so, indicated by the SAP).
  - (2) Continue with any rehabilitation therapy if so, prescribed by the SAP.
  - (3) Test negative in unannounced follow-up testing as prescribed by the SAP or at a minimum, six (6) tests in the first 12 months of returning to duty as ordered by the Administrative Assistant.

**7. Required Training**

- a. All affected employees will be informed of the new DOT regulations and these policies and procedures to implement the regulations.
- b. All supervisory personnel will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee being ordered to submit to reasonable suspicion testing by that supervisor. 60 minutes of training for alcohol misuse recognition and 60 minutes of training for controlled substance use recognition is required.
- c. All new employees and newly transferred employees to affected positions will receive training prior to operating or maintaining a commercial class vehicle. All newly hired supervisory personnel will receive 60 minutes of alcohol misuse

recognition training and 60 minutes of controlled substances use training prior to their requiring any employee to submit to reasonable suspicion testing.

- d. All employees will sign a receipt that they attended the training. The receipt will be kept in District records.

## VEHICLE USE

### Policy:

You must obtain prior approval from your Direct Supervisor in order to operate a motor vehicle, whether owned by the District or your own personal vehicle, while performing work for the District or to conduct District business. The following rules apply to the use of motor vehicles on District business. Please see your Direct Supervisor for further details.

### Comments:

1. This policy applies to all vehicles operated by employees (whether personal or District vehicles) during working hours or while conducting district business
  - a. Use of any vehicle for District business must be authorized by your Direct Supervisor.
  - b. Employees operating any vehicle for District business must have a valid driver's license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. Employees must notify their Direct Supervisor if the status of their driver's license changes. At the time of hire and annually thereafter, every employee who operates a vehicle for District business is required to complete a Driver's Abstract Form, which authorizes the District to review the employee's driving record through the Illinois Secretary of State's office.
  - c. Employees are required to obey all traffic regulations. This includes, without limitation, the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on, and use of electronic communication devices, including cell phones, personal digital assistants, and mobile/portable computers.
  - d. All accidents/incidents must be immediately reported to your Direct Supervisor. A copy of the police report (if one is issued) must also be given to your Direct Supervisor.
  - e. No employee may be under the influence of alcohol, illegal substances or legal drugs while operating any vehicle on District business. "Under the influence" means that the employee is affected by alcohol or drugs in any measurable manner. For purposes of this policy, a determination of being under the influence can be established by a professional opinion, a scientifically valid test, a lay person's opinion, or the statement of witness.
  - f. Employees may not operate a vehicle on a roadway while using an electronic communication device including a cellular telephone. However, this prohibition does not apply to employees engaging in electronic communications via their cellular telephones using a hands-free device; or while safely parked on the shoulder of a roadway.

- g. Employees under the age of eighteen are prohibited from using a mobile or “smart” phone at any time while driving, with or without a hands-free device.

## 2. District-Owned Vehicles

In addition to the general regulations listed above, the following apply to anyone who is granted authorization by the Executive Director:

- a. District-owned vehicles may be taken home only when authorized in advance by the Executive Director.
- b. Employees that may be assigned to District vehicles, including the Executive Director, Director of Parks and Planning and Director of Recreation, may use their assigned vehicle for non-business purposes within reason and within a 15-mile radius of Sterling Township.
- c. Employees operating District vehicles must be 16 years of age or older and have a valid driver’s license, unless transporting program participants where the minimum age then shall be 21 years and the employee must have had their driving license for a minimum of one year.
- d. District vehicles will not be used to transport District customers unless the vehicle and employee are authorized to do so, or in case of emergency.
- e. Any employee who is required to have a commercial driver’s license (CDL) as a condition of employment is subject to random drug and alcohol testing in accordance with the regulation promulgated by the U.S. Department of Transportation. Please review the applicable policy in this manual.
- f. Employees are responsible for the care and conservation of District vehicles, and must promptly report any accident, breakdown, or malfunction of any unit so that necessary repairs may be made.
- g. The District reserves the right to search any District vehicle at any time, with or without notice. Therefore, employees have no reasonable expectation of privacy with respect to District vehicles.
- h. No employee may be under the influence of alcohol, illegal substances or legal drugs while operating any District-owned vehicle at any time, irrespective as to whether this use is for personal or District business. “Under the influence” means that the employee is affected by alcohol or drugs in any measurable manner. For purposes of this policy, a determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson’s opinion, or the statement of a witness.
- i. Use of any type of tobacco product is prohibited in all District vehicles.

- j. District vehicles and/or District issued cellular telephones may be equipped with global positioning systems (GPS). The District reserves the right to utilize GPS technology at any time for District-related purposes, including, but not limited to determining unauthorized or misuse of work time and emergency assistance. Employees should have no expectation of privacy in these devices, which will track their whereabouts during working hours and when employees are acting on behalf of the District at any time or otherwise when on District business.
- k. Employees may not operate a vehicle on a roadway using an electronic communications device. However, this prohibition does not apply to employees engaging in electronic communications via their cellular telephones using a hands-free device; or while safely parked on the shoulder of a roadway.
- l. Any employee driving a District vehicle and is involved in an accident, in addition to being drug tested; if the accident was the employee's fault, then the employee will be required to participate in a Fleet Safety and Defensive Driving Course offered by the Park District. The drug test will be administered immediately following the accident and the driving course must be completed within 30 days of the accident. The employee's supervisor will determine the training schedule.

### 3. Personal Vehicles

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

- a. Employees using their personal vehicles for District business are required to carry liability insurance on their vehicle in accordance with applicable law and may be asked to provide proof of insurance. The District's liability insurance is secondary to the employee's own coverage.
- b. Using an employee's personal vehicle to transport participants in any District program is prohibited.
- c. Reimbursement for authorized use (as approved by the employee's Direct Supervisor) of personal vehicles will be at the standard mileage rate in effect at the time as established by the IRS and will be considered payment for the use of the vehicle, insurance, and all other transportation costs. In order to receive reimbursement of expenses for authorized use of a personal vehicle, submission of an approved District mileage reimbursement form and other documentation as required must be presented.

## **USE OF DISTRICT INFORMATION, PROPERTY AND EQUIPMENT**

### **Policy:**

The protection of the District's business information, property and all other District assets are vital to the interest and success of the District. Except in the ordinary course of performing duties for the District, or otherwise approved by management, no District property may be removed from the District's premises. Accordingly, when an employee leaves the District, the employee must return to the District all District information and property that the employee has in his or her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, office supplies and office equipment, tools, etc. Violation of this policy may result in appropriate disciplinary action, up to and including discharge.

### **Comment:**

1. No employee elected official, or member of the public may use District property for personal use without prior written authorization from the Executive Director.
2. For the purpose of this section, District property is defined as buildings, vehicles, facilities, grounds, tools, implements, buildings materials, electronic equipment, recreation and rental equipment and all other property owned, leased or in possession of the District. Because safety and liability are of chief concern, it is expected that District property that is assigned, or authorized or permitted to be used, will be operated in a fashion consistent with its intended use and the District's established safety rules and regulations. Instructions on safe and proper use will be provided upon request. In addition, the use of some District property may require permits, waivers, and releases.
3. Loss, damage, or theft of District property should be reported at once. Negligence in the care and use of District property may be considered grounds for discipline, up to and including termination.
4. The District's equipment, such as telephones, cellular phones, postage, facsimile, and copier machines, is intended for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of the Executive Director. Personal usage of equipment that results in a charge to the District should be reported immediately to the Administrative Office so that reimbursement can be made.
5. Upon separation of employment, the employee must return all Park District property, uniforms, equipment, work product and documents in his possession or control.
6. To the extent allowed by law, the employee will be responsible for the full cost of repair or replacement of District property damaged or lost while in the employee's possession, custody, or control. The District will comply with all applicable laws to recover such costs. Employees should report any loss, damage, or theft of District property immediately. The District may consider negligence in the care and the use of District property as grounds for discipline, up to and including dismissal, as well as the District may pursue any legal/civil actions available.

## **TELEPHONE AND CELLULAR TELEPHONE USAGE**

### **Policy:**

Office telephones are a vital part of the District's operations. Because of the large amount of District business transacted by telephone, personal use of the District's telephones should be limited, and personal calls should be brief. Under no circumstances should the District's telephones be used for making long-distance personal calls, without prior approval from your supervisor and with charges being paid by the employee. Making unauthorized long-distance calls or making or receiving excessive personal calls while working is prohibited and constitutes grounds for discipline up to and including termination.

The requirements and prohibitions on using the District's telephones include the use by non-managerial employees of personal cellular telephones during working hours unless in an emergency, regardless of who owns the phone or pays for the airtime. Non-managerial employees are prohibited from using personal cellular telephones while working without prior authorization by their Direct Supervisor or in the event of an emergency. The District will not be liable for the loss, damage or theft of personal cellular telephones brought to work or left in an employee's car. Although personal use of cellular telephones by supervisory employees during work hours is permitted, such personal calls should be limited and be brief.

The District issues cellular telephones to certain employees for use in connection with the performance of their job. District-issued cellular telephones are only to be used for business purposes. Employees may not make personal telephone calls, text messaging, and download programs, software or incurring non-business-related charges on the District's cellular telephone. Personal calls should be limited to emergency circumstances. Using a District-issued cellular telephone for personal use will result in disciplinary action, up to and including termination. Employees in possession of District-issued cellular telephones are expected to protect the telephones from loss, damage, or theft. Upon the separation of employment, or at any time upon the District's request, employees may be asked to produce the cellular telephone for return or inspection. Employees unable to present the cellular telephone in good working condition within the time period requested (i.e., 24 hours) may be expected to bear the cost of replacement. Likewise, employees who separate from employment with outstanding debts for cellular telephone loss or unauthorized charges will be required to reimburse the District for the debt.

The District-issued cellular telephone and the corresponding telephone number are property of the District, and employees will not be able to keep or use the cellular telephone or the telephone number after they no longer use the District-owned cellular telephone. The District reserves the right to monitor, inspect and access all the contents on a District-issued cellular telephone (including downloads, emails, text messages, the call log, telephone bills, etc.). Therefore, employees should not have any expectation of privacy with or a property right in their District-issued cellular phone.

The District requires the safe use of cellular telephones while conducting business and/or during work. Employees are prohibited from using cellular telephones while driving, unless using a hands-free device. Employees operating any type of equipment are prohibited from using cellular telephones with or without a hands-free device. Employees are also expected to fully comply with all applicable laws and ordinances relating to cellular telephone. Under no circumstances are employees allowed to place themselves or others at risk in order to use a cellular telephone to fulfill business needs.

**Comment:**

1. Management level employees (as determined by the Executive Director) may purchase/use at their own expense smart phones and tablets during work hours. The District can revoke this privilege if the employee does not abide by all the applicable policies and procedures outlined in this manual.
2. Full-time management level employees may use their smart phones/tablets for personal use during work hours only on a limited basis.
3. Some smart phones/tablets may be able to access the District's network. These devices must be presented to the Executive Director for proper job provisioning and configuration of standard apps, such as browsers, office productivity software, and security tools, before access to the network will be authorized.
4. All employees are required to sign the Email, Internet, and Cellular Telephone Acknowledgment Form, which can be found in the appendix section of this manual.

## **USE OF DISTRICT COMPUTERS AND LOCAL AREA NETWORK (LAN)**

### **Policy:**

It is the policy of the District that the use of its computers and software is limited solely to appropriate business use. Except as otherwise provided below, employees are not allowed to use District computers of the District's LAN for personal use. Employees are forbidden from installing software on District owned hardware without prior approval. Further, the District's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether the employees have restricted access or an entry code into the computer system. The District reserves the right to monitor the use of its computer and communication systems to ensure compliance with Park District policies.

Subject to approval from the employee's Department Head, an employee's occasional use of District computer systems for personal use and outside projects may be acceptable. However, in order to keep these uses to a reasonable level, the employee's Department Head must give approval to use the system in such a manner. Moreover, please be aware that the District may purge files on its computer systems at any time, without notice. The District is not responsible for any personal files or outside project files that may be purged or lost.

The use of the system for such personal efforts must occur outside of the employee's working time, and any files created are to be deleted at the end of the project or personal use. Also, because of the normal heavy load on the system, personal use and outside projects will not receive priority over operational requirements, system maintenance, or file back up.

## **INTERNET USE POLICY**

### **Policy:**

The Internet is a worldwide network of computers that contains millions of pages of information. Employees are cautioned that many of these pages include offensive sexually explicit and inappropriate material. In general, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content.

Employees may not access the Internet using the District's computer system unless their job duties require such use. Absent such need, employees may not access the Internet using the District's computer systems at any time or for any reason without prior approval from the Executive Director.

### **Comment:**

1. The District's computer network is the property of the District and is to be used for legitimate business purposes. Employees are provided access to the computer network to assist them in the performance of their jobs. Additionally, certain employees may also be provided with access to the Internet through the computer network. All employees have a responsibility to use District's computer resources and the Internet in a professional, lawful, and ethical manner, and in a manner that does not violate the policies in this manual. Abuse of the computer network or the Internet may result in disciplinary action, including termination, and civil and/or criminal liability.
2. Without prior written permission from the District, the District's computer network may not be used to disseminate, view, or store commercial, personal, or political advertisements, solicitations, promotions, destructive code (e.g., viruses, Trojan horse programs, etc.) or any other unauthorized materials. District approval is needed before posting any information on commercial online systems or the Internet on behalf of the District.

Occasional limited appropriate personal use of the computer is permitted if such use does not a) interfere with the employee's or any other employee's job performance; b) have an undue effect on the computer or the District's network's performance; or c) violate any other policies, provisions, guideline, or any other of the District. Further, employees are responsible for the professional, ethical, and lawful use of the computer system. All employees are liable for any activity done through the employee's network account, including, but not limited to, internet activity, emails, or any type of malicious activity done through or to the District's computer network. With that in mind we ask all employees to lock workstations when unattended or log off if the computers are being used by more than one employee of the District. Personal use of the computer is a privilege that may be revoked at any time.

3. Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not

agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the company.

4. Unless expressly authorized to do so, employees are prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets, or other confidential information belonging to the District. Unauthorized dissemination of such material may result in severe disciplinary action as well as substantial civil and criminal penalties under state and federal Economic Espionage laws.
5. To ensure security and avoid the spread of viruses, employees accessing the Internet through a computer attached to District network must do so through an approved Internet firewall, Internet filtering software, or other security devices approved by the District. By-passing the District's computer network security by accessing the Internet directly by hot spot, circumventing the internet through a proxy server or other means is prohibited.
6. Computer resources are limited. Network bandwidth and storage capacity have finite limits, and all employees connected to the network have a responsibility to conserve these resources. As such, the employee must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading, or downloading large files, accessing streaming audio, internet radio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.
7. Electronic files obtained from sources outside the District, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, other online services, files attached to email, and files provided by customers or vendors may contain dangerous computer viruses that may damage the District's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non-District sources, without first scanning the material with District-approved virus checking software. If you suspect that a virus has been introduced into the District's network, notify your Direct Supervisor immediately.
8. All precautions must be taken to ensure that unauthorized users do not gain access to the District's network. Employees must log off their workstations while away from their computer. Employees must maintain confidentiality of their individual usernames and passwords. Employees may not obtain and/or use account information of other employees and may not represent themselves as another employee, without specific authorization. If you feel that your account information has been compromised, please contact your Department Head as soon as possible to get account changes made, such as username and/or password.
9. Employees are given computers and Internet access to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send, or receive using the District's computer equipment. The computer network is the property of the District and may be used only for District purposes.

10. Employee expressly waives any right of privacy in anything he or she creates, stores, sends, or receives using the District's computer equipment or Internet access. Employee consents to allow District personnel access to, and review of, all materials created, stored, sent, or received by employee through any District network or Internet connection.
11. The District has the right, but not the duty to monitor and log any and all aspect of the District's system including, but not limited to, monitoring Internet sites visited by employees, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by employees.
12. The District has the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace. In the event an employee nonetheless encounters inappropriate or sexually explicit or violent material while browsing the Internet, they must immediately navigate away from the site, regardless of whether the site was subject to blocking software from the District.
13. The District is not responsible for material viewed or downloaded by users of the Internet. Even innocuous search requests may lead to sites with highly offensive content. Employees accessing the Internet do so at their own risk.
14. Material that is fraudulent, harassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, offensive, or violative of the District's EEO Policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the District's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Executive Director. The District's EEO Policy and its Nondiscrimination and Antiharassment Policy apply fully to the use of the Internet, and any violation of those policies is grounds for discipline, up to and including dismissal from employment.
15. Employees may not use the District's computers or Internet connection to play/download games, gamble, set fantasy online teams, or other entertainment software.
16. Violation of the Internet Use Policy will be taken seriously and may result in disciplinary action, up to and including discharge, as well as possible civil and criminal liability. The use of the Internet via the District's computer system constitutes consent by the employee to all the terms and conditions of this policy.
17. All employees are required to sign the Email, Internet, and Cellular Telephone Acknowledgment Form, which can be found in the appendix section of this manual.

## SOCIAL MEDIA POLICY

### Policy:

In general, the District respects the rights of employees to use social networking, personal websites, and weblogs as a medium of self-expression. If an employee choose to identify themselves as a District employee and discusses matters related to the District, staff, or patrons on a website, blog, or other online social network (i.e., Facebook, LinkedIn, YouTube, Twitter, Instagram, etc.), they should proceed with caution and discretion. Although employees' posts may be a personal project conveying individual expression, some people may nonetheless view an employee as a de facto spokesperson for the District. Such activities at or outside of work may affect an employee's job performance, the performance of others, staff morale, teamwork, and/or the reputation or business interests of the District. In light of these possibilities, the District asks employees to observe the following guidelines:

### Comment:

1. Employees must make it clear that the views they express are the employee's alone and they do not necessarily reflect the views of the District. Only those employees officially designated by the District have the authorization to speak on behalf of the District. To help reduce the potential for confusion, the District suggests employees put the following notice (or something similar) in a reasonably prominent place on their sites/posts: *The views expressed in my postings are mine alone and do not necessarily reflect the views of my employer.*
2. Employees should be careful to avoid disclosing any confidential or proprietary District information (including patrons, staff, partner agencies/affiliates, or vendors), to any third party that disclosed information to the District.
3. Since employees' postings are in a public space, employees should be respectful of the District, its employees, patrons, partners, affiliates, and others. For example, employees should refrain from posting discriminatory content, harassment or obscenity, or engaging in any conduct that would not be acceptable in the workplace. Employees should show proper consideration for others' privacy and for topics potentially considered objectionable, inflammatory, or counterproductive to morale or teamwork.
4. Employees may provide a link from their site(s) to the District's website. However, employees will be required to have advanced written permission from the Executive Director to use the District's logo(s) or reproduce any District material on their site(s).
5. When using District computers, employees are subject to both the District Internet Use Policy and Computer Use Policy.
6. As a public entity, the District trusts and expects staff to exercise personal responsibility whenever they participate in social media. Employees must remember that what they publish will be around for a long time, so they should consider the content carefully and be judicious in disclosing personal details.

7. Employees should not use social media sites and other websites such as Slack, Facebook Messenger, Snapchat, GChat, WhatsApp, or other tools hosted outside of the District's protected internet environment for District business.
8. Employees must recognize that both during working hours and nonworking hours, they are ambassadors of the District. The District expects employees to promote teamwork and inspire trust and confidence.
9. An employee's action both in and outside of the workplace reflect on their judgement, decision-making, professionalism, maturity, and commitment to the District. If employees are about to publish something that makes them even the slightest bit uncomfortable, they should review these guidelines further and consider the potential consequences of their actions. Ultimately, employees have the sole responsibility for what they post to their blogs or publish in any form of online social media.
10. If employees have any questions about these guidelines or any matter related to social media sites that these guidelines do not address, please direct them to the Executive Director.

## **TAPE RECORDING POLICY**

### **Policy:**

It is a violation of District policy to record conversations with a tape recorder or other recording device unless prior approval is received from the Executive Director or all parties to the conversation gives their consent or otherwise required by law (such as at public meetings of the Board).

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

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

## **EMAIL POLICY**

### **Policy:**

Every District employee is responsible for using the electronic mail (email) system properly and in accordance with the policies in this manual. Any questions about this policy should be addressed to the Executive Director.

The email system is the property of the District. It is provided by the District for use in conducting District business. All communications and information transmitted by, received from, or stored in this system are District records and property of the District. The email system is to be used for the District purposes only. Use of the email system for personal purposes is prohibited. Employees should be aware that deletion of any email messages or files will not truly eliminate the messages from the system. All email messages are stored on a central back-up system in the normal course of data management and as part of the District's compliance with applicable record keeping laws.

### **Comment:**

1. Employees have no right of personal privacy in anything stored in, created, received, or sent using the District email system.
2. The District, in its discretion as owner of the email system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the email system, for any reason and without the permission of any employee.
3. Even if employees use a password to access the email system, the confidentiality of any message stored in, created, received, or sent from the District email system still cannot be assured. Use of passwords or other security measures does not in any way diminish the District's right to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to the District as email files may need to be accessed by the District in an employee's absence.
4. Even though the District has the right to retrieve and read any email messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient accessing them. Employees are not authorized to retrieve or read any email messages that are not sent to them. Any exception to this policy must receive the prior approval of the Executive Director.
5. The District's policies in this manual, including policies against sexual or other harassment apply fully to the email system, and any violation of those policies is grounds for discipline, up to and including discharge. Therefore, no email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other characteristic protected by law.

6. The email system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations whether for profit or not, or any other non-work-related solicitations.
7. The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and should consult the Executive Director
8. Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should draft email communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on District letterhead.
9. Policies and laws against sexual or other types of harassment, as well as other District policies (e.g., workplace violence, etc.) apply to the email system, and any violation of those policies or laws is grounds for discipline, up to and including dismissal. Employees encountering or receiving this kind of email should immediately respond to the incident per District policy.
10. Without express permission from their immediate supervisor, employees may not send unsolicited emails to persons with whom they do not have a prior relationship.
10. Any employee who discovers misuse of the email system should immediately contact the Executive Director.
11. Violations of the District's Email Policy will result in disciplinary action, up to and including discharge.
12. As with any policy, the District reserves the right to modify this policy at any time, with or without notice.
13. All employees are required to sign the Email, Internet, and Cellular Telephone Acknowledgment Form, which can be found in the appendix section of this manual.

## **VOICEMAIL POLICY**

### **Policy:**

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

The voicemail system is the property of the District. It is provided by the District for use in conducting District business. All communications and information transmitted by, received from, or stored in this system are District records and property of the District.

The voicemail system is to be used for District purposes only. Use of the voicemail system for personal purposes is prohibited.

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

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

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

### **Comment:**

1. Even though the District reserves the right to retrieve and listen to any voicemail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any voicemail messages that are not sent to them. Any exception to this policy must receive the prior approval of the Executive Director.
2. The District's policies against sexual or other harassment and all other policies apply to the use of the voicemail system, and any violation of those policies is grounds for discipline, up to and including discharge. Therefore, no voicemail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law, or violate any other policy of the District.
3. The voicemail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or non-job-related solicitations.

4. Users should routinely delete outdated or otherwise unnecessary voicemails. These deletions will help keep the system running smoothly and effectively, as well as minimizing maintenance costs.
5. Because of the storage space required for voicemail messages, employees should not send a voicemail message to a large number of recipients without prior approval from their supervisor.
6. Employees are reminded to be courteous to other users of the system and to always conduct themselves in a professional manner. voicemails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create voicemail communications with no less care, judgment, and responsibility than they would use for letters or internal memoranda written on District letterhead.
7. Employees should also use professional and courteous greetings on their voicemail boxes to accurately represent the District to outside callers.
8. In order to avoid accidentally disclosing contents to unauthorized listeners, employees should not listen to voicemail messages while using the speakerphone feature.
9. Any employee who discovers misuse of the voicemail system should immediately contact your Direct Supervisor.
10. Violations of the District's voicemail policy will result in disciplinary action, up to and including discharge.
11. As with any policy, the District reserves the right to modify this policy at any time, with or without notice.
12. All employees are required to sign the Email, Internet, and Cellular Telephone Acknowledgment Form, which can be found in the appendix section of this manual.

## **WEAPONS POLICY**

### **Policy:**

Except as otherwise expressly permitted by 430 ILCS 66, the District prohibits and does not tolerate weapons at any District facility, on any District property (including District vehicles) or at any District sponsored event.

Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include, but not limited to a firearm, pistol, revolver, rifle, shotgun, bow and arrow, slingshot, cross bow, spear or spear gun, switchblade knife, knife with blade longer than 3", stiletto, sword, blackjack, club; or any weapon capable of discharging a projectile by air, spirit, gas or explosive; any explosive substance or harmful solid, liquid or gaseous substance; or any other dangerous weapon or objects that could be used to harass, intimidate, or injure another individual, employee, manager or supervisor.

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

### **Comment:**

1. If an employee knows of an employee possessing a weapon, they are encouraged to report it to their Direct Supervisor. If the Direct Supervisor possesses the weapon or ignores the problem, promptly report it to the next level of management above the Direct Supervisor or to the Executive Director.
2. If neither of these alternatives is satisfactory, then the employee can direct their concern(s) to the Board President.

## **CAPTIVE AUDIENCE MEETINGS AND COMMUNICATIONS**

### **Policy:**

In compliance with the Illinois Worker Freedom of Speech Act, as well as other laws applicable to public employers, the District will not discharge, discipline or otherwise penalize an employee of threaten to do so: 1) for declining to attend or participate in an District sponsored meeting or declining to receive or listen to communications from the District or the Agent, representative or designee, if the meeting or communication is to communicate about religious matters or political matters, 2) as a means of inducing employees to participate in such meetings or receive/listen to such communications; or 3) for their good faith reporting such a violation.

### **Comment:**

1. For the purpose of this policy, “political matters” means matters relating to elections for political office, political parties, proposals to change legislation, proposals to change regulations, proposals to change public policy, and the decision to join or support any political party or political, civil, community, fraternal, or labor organization. “Religious matters” means matters relating to religious belief, affiliation, and practice, and the decision to join or support any religious organization or association.
2. Nothing in this policy limits the District’s ability to:
  - a. Communicate information required to be communicated to employees by law.
  - b. Conduct voluntary meetings on religious or political matters, or communicate on the same, so long as receipt of and listening to the communication is voluntary. “Voluntary” means the action is not 1) incentivized by a positive change in any employment condition including, but not limited to, a form or compensation or any other benefit of employment; and 2) taken under threat of a negative change in any employment condition for nonattendance, including but not limited to, any negative performance evaluation or any other adverse change in any form of compensation or any other benefit of employment.
  - c. Communicate information necessary for employees to do their job.
  - d. Train employees on topics intended to foster a civil and collaborative workplace or reduce workplace harassment or discrimination.

## WHISTLEBLOWER PROTECTION

### Policy:

The District will protect the confidentiality of and prohibits retaliation against any employee who reports improper governmental action under this policy. Confidentiality will be protected to the extent permissible by law unless waived by the employee. The Executive Director (Auditing Official) or designee will manage and investigate complaints filed under this policy in accordance with the following processes and procedures. Upon hire, employees must review this policy and procedures carefully and sign an Acknowledgment (See Appendix).

### Comment:

1. For the purpose of this policy, “improper government action” means any action by an employee of the District, an appointment member of the Park Board, or an elected official of the District to which any of the following apply: 1) In undertaken in violation of a federal or state law or local ordinance; 2) Is an abuse of authority; 3) Is of substantial and specific danger to the public’s health or safety; and 4) Is a gross waste of public funds.

The action need not be within the scope of official duties of the employee or appointed/elected official of the District to be subject to a claim of improper government action. “Improper government action” does not include the District’s personnel actions, including but not limited to: 1) employee grievances or complaints; 2) appointments, promotions, transfers, reassignments, or reinstatements; 3) restoration or reemployment; 4) performance evaluations; 5) reductions in compensation; of 6) dismissals, suspensions, demotions, or reprimands, except to the extent that the action amounts to retaliation.

2. The identity of an employee will be kept confidential to the extent allowable by law unless waived in writing by the employee. The Auditing Official may take reasonable measures to protect employees who believe they may be subject to bodily harm for reporting improper governmental action.
3. The District will not retaliate against an employee who: 1) Reports an improper governmental action under this policy; 2) Cooperates with an investigation by the Auditing Official related to a report of improper governmental action; or 3) Testifies in a proceeding or prosecution arising out of an improper governmental action.

Prohibited retaliation means any adverse change in an employee's employment status or terms and conditions of employment. Retaliatory action included, but is not limited to: 1) denial of adequate staff to perform duties; 2) frequent staff changes; 3) frequent and undesirable office changes; 4) refusal to assign meaningful work; 5) unsubstantiated letters of reprimand or unsatisfactory performance evaluations; 6) demotion; 7) reduction in pay; 9) transfer or reassignment; 8) denial of promotion; 9) transfer or reassignment; 10) suspension or dismissal; or 11) other disciplinary action made because of an employee's protected activity.

4. To invoke the protections of this policy, any employee who is aware of an improper governmental action as defined in this policy is required to make a written report to the District's Auditing Official. Further, any employee who believes that they are being retaliated in violation for this Policy must submit a written report regarding the retaliation to the District's Auditing Official, within 60 days of learning of the retaliatory conduct.
5. If the Auding Official is the individual doing the improper governmental action, then a report may be submitted to the Whiteside County State's Attorney.
6. Upon receiving a report of alleged improper governmental action or retaliation as a result of such a report, the Auding Official shall conduct a confidential investigation and if improper governmental action or retaliation was found, the appropriate action will take place.

## **IDENTITY PROTECTION**

### **Policy:**

The District has adopted this Identity Protection Policy pursuant to the Illinois Identity Protection Act (Act). The Act requires local and state government agencies to draft and approve and implement an Identity Protection Policy to ensure the confidentiality and integrity of social security numbers (SSNs) that each District collects, maintains, and uses. It is important to safeguard SSNs against unauthorized access to protect against identity theft.

### **Comment:**

1. The District will provide a Statement of Purpose when requested. A Statement of Purpose is the reason or reasons the District is collecting and using an individual's SSN. Please see the Appendix at the end of this manual where the Statement of Purpose is located.
2. In regard to an individual's SSN, the District nor any person may:
  - a. Publicly post or publicly display in any manner an individual's SSN.
  - b. Print any individual's SSN on any card required for the individual to access products or services provided by the District.
  - c. Require an individual to transmit an SSN over the Internet unless the connection is secure or the SSN is encrypted.
  - d. Print an individual's SSN on any materials that is mailed to the individual through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery unless state or federal law requires the SSN to be on those documents. Notwithstanding the foregoing, SSNs may be on applications and forms sent by mail including, but not limited to: 1) any material mailed in connection with the administration of the Unemployment Security Act; 2) any material mailed in connection with any tax administered by the Department of Revenue; and 3) documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy to confirm the accuracy of the SSN. An SSN permissibility mailed pursuant to this paragraph will not be printed, in whole or in part, or on a postcard or other mailer that does not require an envelope or be visible on an envelope without opening the envelope.
3. Except as otherwise provided in this Policy (as described below) or as otherwise provided in the Act, neither the District nor any person acting for the District may:
  - a. Collect, use, or disclose a SSN from an individual unless: 1) required to do so under state or federal law, rules, or regulations, or the collection, use or disclosure of the SSN is otherwise necessary for the performance of the District's

duties and responsibilities; 2) the need and purpose of the SSN is documented before collection of the SSN; and 3) the SSN collected is relevant to the documented need and purpose.

- b. Require an individual to use their SSN to access an Internet website.
- c. Use the SSN for any purpose other than the purpose for which it was collected.

4. The prohibitions identified above do not apply in the following circumstances:

- a. Disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure of a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the government entity first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the contractor or subcontractor will meet the requirements imposed under this Act on a governmental entity to protect an individual's SSN.
- b. Disclosure of SSNs pursuant to a court order, warrant, or subpoena.
- c. Collection, use or disclosure of SSNs to ensure the safety of: state and local government employees; wards of the state; and all persons working in or visiting a state or local government facility.
- d. Collection, use, or disclosure of SSNs for internal verification or administrative purposes.
- e. Disclosure of SSNs by a state agency to the District for the collection of delinquent child support, or any other state debt, or to the District to assist with an investigation of fraud.
- f. Collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, lost relative, or a person due a benefit, such as a pension benefit, or an unclaimed property benefit.

5. The District will comply with the provisions of the Illinois Freedom of Information Act and other applicable law with respect to allowing the public inspection and copying of information or documents containing all or any portions of an individual's SSN. However, the District will redact SSNs from the information or documents before allowing public inspection of the information or documents. When collecting SSNs, the District will request each SSN on a manner that makes the SSN easy to redact if the District must release it as part of a public records request.

6. Only employees required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs will first receive training on how to protect the confidentiality of SSNs. That training will include instructions on the proper handling of information that contains SSNs from the time of collection through destruction of the information.
7. Neither the District nor any person shall encode or embed a SSN in or on a card or document including, but not limited to, using a bar code, chip, magnetic strip, RFID technology in place or removing the SSN as required by the Act and this Policy.
8. This policy does not apply to; 1) collection, use, or disclosure of a SSN required by state for federal law, rule, or regulation; and 2) documents recorded with a county recorder, or required to be open to the public under a state or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois; however, the District shall redact the SSN from such documents if such law, rule, or regulation permits.
9. The District has provided a copy of this Policy to any employee required to use of handle information or documents that contain SSNs.
10. The District may amend this Policy at any time. If it amends the Policy, the District will file a written copy of the Policy, as amended, with the Park Board and also advise all District employees of the existence of the amended Policy.
11. Violation of this Policy, intentionally or otherwise, shall be grounds for disciplinary action, up to and including dismissal from employment, and they may be found guilty of a Class B misdemeanor and/or such other penalties as nor or hereafter provided for under the Act.

# **MISCELLANEOUS**

## **PARK DISTRICT RISK MANAGEMENT AGENCY (PDRMA)**

### **Policy:**

The District is a member of the Park District Risk Management Agency (PDRMA). PDRMA is an organization of Illinois public parks and recreation agencies formed as a contractual organization under the Illinois Intergovernmental Cooperation Act to administer a program of self-funding and commercial insurance in the areas of property, liability, and workers compensation. In addition, PDRMA provides support services such as claims and litigation administration and management, loss control services and training, legal services, risk management, and financial reporting services.

### **Comment:**

1. All employees are expected to cooperate fully with PDRMA staff.

## **SAFETY IN THE WORKPLACE**

### **Policy:**

Safety while on the job is the responsibility of every District employee. With proper precautions, employees can prevent most on-the-job accidents. It is every employee's responsibility to know and comply with all health and safety policies, rules, and regulations and to act in a safe manner. Carelessness, inattention, neglect, and disregard for safety rules can cause accidents. Employees must at times be careful, attentive, alert, and follow proper safety procedures. The District will not condone any breach of safety rules or regulations by employees and expects employees to be alert for safety hazards that could affect the general public and employees of the District. Employees are also responsible for reporting any unsafe equipment or condition to their immediate supervisor immediately upon discovery of such condition. Employees must work together to achieve a safe and healthy working environment. Every employee should make certain that they do not create safety hazards and that they eliminate safety hazards.

It is the intent of the District to provide a safe working environment for each employee and a safe leisure environment for the public using our programs, facilities, and parks. It is also the District's intent to develop, implement, and administer a safety and comprehensive loss control program. In all assignments, the health and safety of all people should be the first consideration.

The District directs all employees to make safety a matter of continuing and mutual concern, equal in importance with all other operational considerations. Employees should use their best efforts to ensure they work in a safe manner, conduct inspections on a regular basis, confront and remove hazards and investigate accidents when appropriate. The District is confident that with each employee's help, this program will be successful, and we expect each employee's cooperation and support. Accordingly, all employees should adhere to the following rules:

### **Comments:**

1. No horseplay and/or fighting in the workplace.
2. No possession of unauthorized firearms or weapons, alcoholic beverages, illegal drugs unauthorized medically prescribed drugs in the workplace.
3. Inform their immediate supervisor if they take legal drugs during work hours that may cause drowsiness, alter judgement, perception, or reaction time. The employee may be required to provide written medical evidence that their legal drugs will not adversely affect their decision-making or physical ability. Please refer to the Alcohol and Drug Abuse Policy.
4. Notify their immediate supervisor of any permanent or temporary impairment that reduces their ability to perform in a safe manner or prevents or hinders their performance of the essential functions of their position.
5. Use personal protective equipment when they cannot eliminate potential hazards, as well as when required by applicable laws, policies, or directives of the District.
6. Operate equipment only if they are trained and authorized to use the equipment.

7. Conduct periodic inspections of workstations to identify and correct potential hazards and ensure equipment and/or vehicles are in safe operating condition.
8. Report any potential unsafe conditions or acts, immediately to their immediate supervisor.
9. Consult with their immediate supervisor before beginning work, if there is any doubt about the safety of a work method.
10. Report all accidents, near misses, injuries, and property damage to their immediate supervisor, regardless of the severity of the injury or damage.
11. Report any known hazardous conditions.
12. Follow recommended work procedures outline for their job, department, and/or facility.
13. Maintain an orderly work environment. Store all tools and equipment in a designated place. Discard scrap and waste material in designated refuse containers.
14. Report any smoke, fire, or unusual orders promptly to their immediate supervisor (and call 911 in case of a suspected emergency).
15. Correct any potential slip or fall hazard immediately or mark the area clearly before leaving it unattended and make arrangements for it to be corrected.
16. Fasten safety and restraint belts before operating any motorized vehicles.
17. Obey all driver safety instructions and comply with traffic signs, signals and markers, and all applicable laws and District policies.
18. Maintain a valid driver's license for the class of vehicle they operate as part of their job responsibilities for the District. Report revocation, suspension, or restricted status designations of their driver's license as required by District policies.
19. Know District rules regarding accident reporting, evacuation routes, and fire department notification.
20. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as required.
21. Failure to abide by these important safety rules may lead to disciplinary action, up to and including dismissal from employment.

## **SAFETY COMMITTEE**

### **Policy:**

The District Safety Committee is intended to assist District employees in providing safe and efficient operations and services for employees and patrons. The Safety Committee is comprised of one or more employees from each facility. The Safety Committee makes safety inspections of District facilities, organizes employee training sessions, manages safety awareness campaigns, reviews patrons and employee accidents, and makes recommendations where safety can be improved. Meetings are held monthly, and visitors are encouraged to attend. An employee may contact their Direct Supervisor if they would like to attend the Safety Committee meeting.

## **INDEPENDENT CONTRACTORS**

### **Policy:**

The District is required to report any newly hired individuals who are independent contractors to the Illinois Department of Employment Security (IDES). Independent contractors are not employees or agents of the District but are reported to IDES as “newly hired employees” pursuant to current Illinois Law.

# **APPENDIX**

**EMPLOYMENT CONTRACT DISCLAIMER AND ACKNOWLEDGEMENT  
OF RECEIPT OF THE STERLING PARK DISTRICT PERSONNEL POLICY  
MANUAL/WHISTLEBLOWER PROTECTION POLICY**

I hereby acknowledge receipt of the Sterling Park District Personnel Policy Manual, including but not limited to the District’s Whistleblower Protection Policy, as well as all Appendices (“Manual”). I agree and represent that I have read this Manual thoroughly and, in its entirety. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my Supervisor, or Executive Director.

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

I further understand that I am an at-will employee as provided in the Manual and, as such, employment with District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. In addition, I understand that no representative of the District, except the Executive Director with the Board’s express approval, has authority to make any binding representation, promise, or agreement, whether oral or written, contrary to the foregoing, and any such representation, promise or agreement must be in writing and signed by the Executive Director.

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

Please sign and date this acknowledgement and return it to Frasor Center.

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STERLING PARK DISTRICT  
DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT FORM**

1. **Name of Complainant:** \_\_\_\_\_

2. **Check one:**  
 Current Employee                       Patron  
 Former Employee                       Volunteer                       Other: \_\_\_\_\_

3. **Contact Information:** Phone(s): \_\_\_\_\_ E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

4. a. **I believe I was subjected to**     **discrimination**     **harassment**     **retaliation**  
**because of my:**  
 Race                       Disability (physical or mental)     Citizenship Status  
 Color                       Sexual Orientation                       Marital Status/Civil Union Partnership  
 Age (40 and over)                       Sex (Gender)                       National Origin/Ancestry  
 Perceived Gender                       Service in the Uniformed Services or Covered Veterans  
 Pregnancy/Childbirth     Religion  
 Medical Condition (*related to pregnancy.childbirth*)  
 Genetic Information (*including family medical history*)  
 Other (please specify): \_\_\_\_\_

b. **I believe I have been Sexually Harassed:**     Yes     No

5. **Date(s) of alleged discrimination/harassment/retaliation:** \_\_\_\_\_

6. **State your complaint:** (*attach additional sheets if necessary*)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. a. **If you are a District employee, have you filed a grievance with the District?**     Yes     No

b. **If yes, please provide date you filed grievance:** \_\_\_\_\_

8. a. **Have you filed a complaint with a government agency regarding this situation?**  
 Yes     No

b. **If yes, please indicate agency name and date complaint was filed:**  
 EEOC     Other: \_\_\_\_\_                      **Date Filed:** \_\_\_\_\_

9. **What would you consider to be a successful or acceptable outcome/resolution to your complaint?**  
\_\_\_\_\_  
\_\_\_\_\_

10. **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Complaints should be filed no more than one year from the date of the alleged incident(s).**

Please DROP-OFF, MAIL or FAX completed form to:  
**Sterling Park District, C/O Executive Director, 1913 Third Ave., P.O. Box 958, Sterling, IL 61081**  
**Fax: (815) 622-6210**

## STERLING PARK DISTRICT ACCOMMODATION REQUEST FORM

The Sterling Park District is committed to equal opportunity in all aspects of employment for qualified applicants and employees with disabilities. The purpose of this form is to assist the Sterling Park District in evaluating and determining reasonable accommodation(s) that may assist an employee with a disability to perform one or more essential functions of his or her job.

The information you provide will be kept confidential consistent with state and federal law. Please note that supervisors and managers may be informed regarding necessary accommodations; health and safety personnel may be informed if the condition might require emergency treatment; and government officials investigating compliance with applicable laws may be informed.

### Employee Information:

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Employment Status:         Full-Time  Part-Time

Phone # (Home/Cell): \_\_\_\_\_

Address: \_\_\_\_\_

Current Work Schedule: \_\_\_\_\_

Former/Existing Accommodations: \_\_\_\_\_

\_\_\_\_\_

### Disability Information:

1. Please describe the nature of your disability:

2. Is your disability:

Temporary (If so, how long?): \_\_\_\_\_

Permanent

3. Please briefly describe any limitations or restrictions caused by your disability (if necessary, please review your job description, or discuss your job duties and essential functions of your job with your supervisor or Department Head):

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4. Please list any accommodation(s) or service(s) related to your disability that would help you to meet the essential functions of your current job (if necessary, please review your job description, or discuss your job duties and essential functions of your job with your supervisor or Department Head):

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I hereby agree that the Sterling Park District is permitted to share relevant information from my physician or other health care provider(s) with the supervisor(s) and other District personnel who may be involved in assisting in the evaluation and development of reasonable accommodations for me.

I also agree that the Sterling Park District has my permission to contact my physician or other health care provider(s) for additional information to assist in developing reasonable accommodations for me.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STERLING PARK DISTRICT  
HEALTH CARE PROVIDER - MEDICAL INFORMATION RELEASE FORM**

I, \_\_\_\_\_, voluntarily give the Sterling Park District permission to contact my physician(s) and/or healthcare provider(s) as listed below to obtain information related to my disability; any related limitations; and recommendations on necessary accommodations.

Name of Physician/Health Care Provider: \_\_\_\_\_

Name of Hospital/Practice: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Name of Physician/Health Care Provider: \_\_\_\_\_

Name of Hospital/Practice: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

I have been given an opportunity to ask questions about this form and to have them answered to my satisfaction. I further understand that relevant information obtained may be shared with the supervisor(s) and other District personnel who may be involved in assisting in the development of reasonable accommodations to assist me in completing my assigned work-related responsibilities.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STERLING PARK DISTRICT  
REQUEST FOR AUTHORIZATION OF OUTSIDE EMPLOYMENT**

I, \_\_\_\_\_, request permission to supplement my outside employment as a Sterling Park District with the following outside employment:

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Days of Week: \_\_\_\_\_

Hours per Day: \_\_\_\_\_

Hours per Week: \_\_\_\_\_

Type of Work: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

In accordance with the criteria established by the Sterling Park District's Outside Employment Policy, your request for supplemental employment has been:

Approved

Not Approved

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**STERLING PARK DISTRICT  
CONTINUING EDUCATION APPROVAL FORM**

Name: \_\_\_\_\_

Course Title: \_\_\_\_\_

College/Education Center: \_\_\_\_\_

Class Hours: \_\_\_\_\_ Class Cost: \_\_\_\_\_ Credit Hours: \_\_\_\_\_

I am requesting approval for the above coursework. I realize that I must maintain a "C" in the class (if undergraduate), and a "B" (if a graduate) for reimbursement of my expenses; and that if I voluntarily leave my position or if I am terminated by the District within one year of reimbursement for this class, I must repay the District in full, and that payment will be deducted from my last payroll check. If my payroll check does not cover the entire reimbursement, then I must make up the difference.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director (Approval): \_\_\_\_\_ Date: \_\_\_\_\_

**STERLING PARK DISTRICT  
EMPLOYEE REFUND FORM**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

- Facility:
- Dillon Home
  - Duis Recreation Center
  - Emerald Hill Golf Course
  - Oppold Marina
  - Westwood Fitness & Sports Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Give to Desk Attendant or to your Supervisor.



## HIPAA WAIVER

By signing this HIPAA Waiver, I authorize the health care provider(s) listed in Section 2 below to use and/or disclose my “protected health information” (as defined in the Health Insurance Portability and Accountability Act of 1996) in the manner described below. I understand that I am under no obligation to sign this form.

I understand that after this information is disclosed, federal law might not protect it, and the recipient might disclose it again. I have signed this form voluntarily to document my wishes regarding the use and/or disclosure of the health information described below in Section 1 of this form.

1. Description of Health Information I Authorize to be Used or Disclosed. The health information I authorize to be used and/or disclosed is the information contained in the Medical Certification Form indicating that I may be entitled to benefits under the Family and Medical Leave Act.

2. Health Care Provider Authorized to Use and/or Disclose My Health Information. I authorize the following health care provider(s), to use and/or disclose the health information described above in Section 1 of this form: \_\_\_\_\_

3. Persons Authorized to Receive and/or Use My Health Information. I authorize the following Sterling Park District Representative to receive my health information from the health care provider(s) described in Section 2 above and to use or disclose such information for the specific purposes designated on the first page of this Authorization. I understand that the health information disclosed pursuant to this authorization may no longer be protected by the federal privacy standards and such person(s) may disclose my health information without obtaining my authorization.

4. My Rights with Respect to This Authorization. I understand that I have the right to revoke this authorization at any time, which may result in a loss of FMLA benefits. I also understand that my revocation of this authorization must be made in writing. I understand that any use or disclosure made prior to the revocation under this authorization will not be affected by a revocation. I understand that if I agree to sign this authorization, which I am not required to do, I must be provided with a signed copy of it.

5. Expiration of Authorization. This authorization will expire \_\_\_\_\_ (Insert date; if no date or occurrence specified, authorization will expire 1 year from date signed.)

I, \_\_\_\_\_ (please print name), have had an opportunity to review and understand the contents of this form. By signing this form, I confirm that it accurately reflects my wishes.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **GENETIC INFORMATION NONDISCRIMINATION ACT DISCLOSURE NOTICE TO EMPLOYEE AND EMPLOYEE'S HEALTHCARE PROVIDER**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the Family and Medical Leave Act (FMLA) or state family and medical leave laws. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

# ACKNOWLEDGEMENT OF MANDATED REPORTER STATUS



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## ACKNOWLEDGEMENT OF MANDATED REPORTER STATUS

I, \_\_\_\_\_, understand that when I am employed as a  
(Employee Name)

STERLING PARK DISTRICT \_\_\_\_\_, I will become a mandated reporter under the  
(Type of Employment)

Abused and Neglected Child Reporting Act [325 ILCS 5/4]. This means that I am required to report or cause a report to be made to the child abuse Hotline number at 1-800-25-ABUSE (1-800-252-2873) whenever I have reasonable cause to believe that a child known to me in my professional or official capacity may be abused or neglected. I understand that there is no charge when calling the Hotline number and that the Hotline operates 24-hours per day, 7 days per week, 365 days per year.

I further understand that the privileged quality of communication between me and my patient or client is not grounds for failure to report suspected child abuse or neglect, I know that if I willfully fail to report suspected child abuse or neglect, I may be found guilty of a Class A misdemeanor. This does not apply to physicians who will be referred to the Illinois State Medical Disciplinary Board for action.

I also understand that if I am subject to licensing under but not limited to the following acts: the Illinois Nursing Act of 1987, the Medical Practice Act of 1987, the Illinois Dental Practice Act, the School Code, the Acupuncture Practice Act, the Illinois Optometric Practice Act of 1987, the Illinois Physical Therapy Act, the Physician Assistants Practice Act of 1987, the Podiatric Medical Practice Act of 1987, the Clinical Psychologist Licensing Act, the Clinical Social Work and Social Work Practice Act, the Illinois Athletic Trainers Practice Act, the Dietetic and Nutrition Services Practice Act, the Marriage and Family Therapy Act, the Naprapathic Practice Act, the Respiratory Care Practice Act, the Professional Counselor and Clinical Professional Counselor Licensing Act, the Illinois Speech-Language Pathology and Audiology Practice Act, I may be subject to license suspension or revocation if I willfully fail to report suspected child abuse or neglect.

I affirm that I have read this statement and have knowledge and understanding of the reporting requirements, which apply to me under the Abused and Neglected Child Reporting Act.

\_\_\_\_\_  
Signature of Applicant/Employee

\_\_\_\_\_  
Date

CANTS 22  
Rev. 8/2013

Office of the Director  
406 E. Monroe Street • Springfield, Illinois 62701  
[www.DCFS.illinois.gov](http://www.DCFS.illinois.gov)

## CONSENT TO DRUG AND/OR ALCOHOL SCREENING

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, hospital, laboratory, or medical facility chosen by the District at the District's expense to determine if I have alcohol or any controlled substance or cannabis in my system. I hereby consent to the physician, clinic, hospital, laboratory, or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood, and other similar substances. I also authorize the physician, clinic, hospital, laboratory, or medical facility to disclose his/her/its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a District official or a designated representative but to no other person without my written consent. If the results of such testing indicate I have violated the District's Alcohol and Drug Abuse Policy, I understand I will be subject to non-hire or disciplinary action up to and including immediate discharge.

If I test positive for a drug that may be legally prescribed for prescription use (including medical cannabis), I hereby further consent to allow the Medical Review Officer of the medical facility that administered the test to contact my physician or pharmacist to verify my reported use of legally prescribed drugs. I authorize my physician or pharmacist to provide the District or its agents with any current prescription information or physician's letters authorizing the use of any such medicines, which may explain the positive test results, and I will execute any required consent or authorization forms. I understand the legal use of certain prescription or over-the-counter drugs may disqualify me from certain jobs due to safety risks.

I also confirm I will cooperate with any disclosure authorization requirements the physician, clinic, laboratory or medical facility has implemented pursuant to applicable law (including the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)), that relate to its ability to disclose findings, conclusions and opinions, or other protected health information associated with the drug and/or alcohol screening or testing to an District official or a designated representative. I hereby further confirm I will cooperate with any disclosure authorization requirements that my physician or pharmacist implemented pursuant to applicable law (including HIPAA) to allow it to share information with the medical facility or District regarding my reported use of prescription/OTC drugs in accordance with the District's Alcohol and Drug Abuse Policy.

In consideration of my employment or continued employment, I hereby release and agree to hold the District and its elected officials, Commissioners, officers, members, and agents harmless against any and all claims, charges or causes of action whatsoever I now have or may have in the future that may arise from this testing or from any investigation or personnel action related to or arising out of any such testing or screening.

I also acknowledge receiving, reading, and understanding the District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug and/or alcohol screening or testing, or failure to report to the District the use of prescription/OTC drugs as required by the policy, may result in non-hire or disciplinary action up to and including termination. I further acknowledge I have read this consent form carefully, and I am signing of my own free will.

Employee (Print): \_\_\_\_\_

Employee (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Witness (Signature): \_\_\_\_\_

- I agree to the screening or testing
- I will not agree to the screening or testing

Employee (Print): \_\_\_\_\_

Employee (Signature): \_\_\_\_\_

**EMAIL, INTERNET, AND CELLULAR TELEPHONE POLICY  
ACKNOWLEDGEMENT FORM**

I acknowledge that I have received a copy of the Sterling Park District's Email, Internet and Telephone and Cellular Telephone policies. I agree that if there is a policy or provision in the policy I do not understand, I will seek clarification from my Direct Supervisor.

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

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

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

I also understand that if I am a part-time or a non-managerial employee, I am prohibited from using a personal cellular telephone and/or wearing earbuds/headphones during work hours unless in an emergency or unless given prior authorization by my Direct Supervisor.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **VOICEMAIL POLICY ACKNOWLEDGEMENT FORM**

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

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

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## STERLING PARK DISTRICT PERSONNEL ACTION REPORT

TO: \_\_\_\_\_  
 FROM: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 FACILITY: \_\_\_\_\_

<b>EFFECTIVE DATE(S) OF ACTION:</b>	<b><u>DATE</u></b>	<b><u>HOURS</u></b>	<b><u>TOTAL HOURS</u></b>
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	_____

<b><u>WEEKLY DATES</u></b>		<b><u>WEEKLY DATES</u></b>	<b><u>TOTAL HOURS</u></b>
_____	TO	_____	_____
_____	TO	_____	_____

### ACTION TAKEN

Sick Leave

Personal

Vacation

Other: \_\_\_\_\_

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

\_\_\_\_\_  
Supervisor Signature Date

# DISCIPLINARY ACTION NOTICE



## STERLING PARK DISTRICT DISCIPLINARY ACTION NOTICE

EMPLOYEE: _____	DATE: _____
DEPARTMENT: _____	POSITION: _____

**DISCIPLINARY ACTION TAKEN:**

Verbal Warning       Written Warning       Suspension       Termination

**DATE/TIME OF INCIDENT:** \_\_\_\_\_

**SPECIFIC DETAILS PERTINENT TO INCIDENT:** (Attach additional comments, if necessary)

\_\_\_\_\_

**PLAN FOR IMPROVEMENT:** (Attach additional comments, if necessary)

\_\_\_\_\_

**EMPLOYEE'S COMMENTS:** (Attach additional comments, if necessary)

\_\_\_\_\_

**ISSUED BY:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF DISCIPLINARY ACTION NOTICE:**

Please be advised that if you are involved in any further infraction of this or similar nature, you may be subject to further disciplinary action up to and including termination of employment. My signature indicates that I have received a copy of this disciplinary form and that its contents have been discussed with me. I understand that my signature does not necessarily indicate agreement and that refusal to sign will not invalidate the disciplinary action. I understand that this form will be placed in my personnel file. I also understand that I may have this disciplinary action reviewed per District policy.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMINATION RECOMMENDATION HAS BEEN REVIEWED AND APPROVED BY:**

Signature of Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

**STERLING PARK DISTRICT**

**ORDINANCE 93-3**

**SECTION 22.0**

**AN ORDINANCE ESTABLISHING A TRAVEL AND REIMBURSEMENT POLICY  
IN ACCORDANCE WITH  
THE LOCAL GOVERNMENT TRAVEL EXPENSE CONTROL ACT  
(PUBLIC ACT 099-0604)**

**WHEREAS**, the Sterling Park District is a non-home rule unit of local government; and

**WHEREAS**, Public Act 099-0604 established the Local Government Travel and Expense Control Act, which requires all non-home rule unit of local governments to adopt by resolution/ordinance, a policy governing reimbursement of all travel, meal and lodging expenses by officers and employees; and

**WHEREAS**, the Board of Commissioners finds it to be in the best interest of the Sterling Park District to adopt such a policy;

**NOW, THEREFORE BE IT ORDAINED**, by the Board of Commissioners of the Sterling Park District that:

**Section 22.0**

**Policy Governing Reimbursement  
Of Employee and Officer Travel, Meal, and Lodging Expenses**

**A. Purpose.**

The Board of Commissioners will reimburse employee and officer travel, meal and lodging expenses incurred in connection with pre-approved travel, meal and lodging expenses incurred on behalf of the Sterling Park District. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds.

**B. Definitions.**

“Entertainment” includes but is not limited to; shows, amusements, theaters, circuses, sporting events, or any other place a public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

“Travel” means any expenditure directly incident to official travel by employees and officers of the Sterling Park District and charges involving reimbursement to travelers or direct payment to private agencies providing public transportation or related services.

“Reimbursement” means repayment of any approved out-of-pocket expenses or the payment of authorized prepaid travel expenses (i.e., airfare, hotel, rental car, conference registration fees, etc.) and/or the payment of approved expenses incurred using a Sterling Park District credit card.

**C. Authorized Types of Official Business.**

Travel, meal, and lodging expenses shall be reimbursed for employees and officers of the Sterling Park District only for the purpose of official business conducted on behalf of the Sterling Park District, which includes but is not limited to off-site or out-of-town meetings relating to official business and pre-approved seminars, conferences and other educational events related to the employee’s or officer’s official duties.

**D. Categories of Expenses.**

**Airfare**-Travelers are expected to obtain the lowest available airfare that meets business travel needs. Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing. Only coach or economy tickets will be paid or reimbursed. The traveler will pay for the difference between higher priced tickets and coach or economy tickets with his or her personal funds.

**Personal Automobiles**-Travelers must check to see if an agency vehicle is available before asking to use their personal vehicles. Use of a personal vehicle for business must be approved prior to use. Mileage reimbursement will be based on mileage from the work location to the off-site location of the official business, not from the employee’s or officer’s residence. When attending a training event or other off-site official business directly from an employee’s or officer’s residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the employee’s or officer’s normal commute, reimbursement will be paid based on the differential of the commute less than the mileage of a normal commute to the workplace. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expensive.

**Automobile Rentals**-Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as limited in this section. Compact or mid-size cars are required for two or fewer employees or officers traveling together, and full-size vehicles may be used for three or more travelers. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. The traveler must refuel the vehicle before returning it to the rental company.

**Other Transportation**-The traveler should utilize a hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economical transportation is encouraged.

**Hotel/Motel Accommodations**-The traveler will be reimbursed for a standard single room at locations convenient to the business activity. Hotel/Motel accommodations are to be reserved in advance and secured at a moderate or conference rate. Reimbursement for lodging shall be limited to the number of nights required to conduct official business. In the event of a change in plans or a cancellation, the traveler must cancel the reservation so as not to incur cancellation charges. Cancellation charges will not be reimbursed unless approved by the Executive Director or the Park Board.

**Meals**-Meal reimbursement is limited to the current U.S. General Services Administration (GSA) regulation in place at the time the expense has occurred.

Prior approval by the Executive Director or the Park Board and submission of receipts are required for per diem allowances. Meals provided by the conference or seminar will be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based upon time. Any amount of the per diem allowance which is not spent by the traveler shall be returned to the Park District at the time receipts are submitted. Meals during in-state travel that is not an overnight stay will be reimbursed for actual cost not to exceed the GSA regulations.

The maximum reimbursement for gratuities is 20%; Alcoholic beverages are not reimbursable under any circumstances.

**Parking**-Parking fees at a hotel/motel or incidental to other travel will be reimbursed only with a receipt.

**Entertainment Expenses**-No employee or officer of the Sterling Park District shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event, or other official business.

**Vacation in Conjunction with Business Travel**-In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging, and/or any other expenses must be clearly identified on the Travel, Meal, Lodging Expense Report form and paid by the traveler.

**Accompanied Travel**-Family members may accompany the traveler when traveling on official business. However, no expenses attributable to any family member will be reimbursable. All expenses will be calculated as if the traveler was traveling alone, using the minimal costs to the Park District for lodging, meals, and transportation.

**E. Approval of Expenses**

Travel, meal, and lodging expenses incurred by an employee or officer in excess of \$1,500 must be previously approved in an open meeting by a majority vote of the Park Board.

Travel, meals, and lodging expenses advanced as a per diem to any employee or officer must be previously approved in an open meeting by a majority vote of the Park Board.

**F. Documentation of Expenses**

Before an expense for travel, meals, or lodging may be approved under Section E of this Policy, the following documentation must be first submitted, in writing, to the Executive Director or Park Board:

1. An estimate of the cost of travel, meals or lodging expenses must be submitted and approved using the Pre-Approval Travel Form, attached hereto, and incorporated herein as Exhibit A.
2. Completion of a Travel Expense report attached hereto and incorporated herein as Exhibit B with the appropriate bills and receipts attached.



**Sterling** Park District  
**Travel Approval Request**  
 Pre-Approval required for all travel

Name: \_\_\_\_\_

Name/Purpose/Location of Travel: \_\_\_\_\_

Travel Dates (From/To): \_\_\_\_\_

Approximate Expenses:	
Registration/Tuition	\$
Hotel	\$
Meals + Gratuity	\$
Parking	\$
Ground Transportation	\$
Airfare	\$
Other	\$
Total	\$

Approved

Partially Approved

Denied

Comments:

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Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit A



# Sterling Park District Travel Expense Report

Attach All Bills and Receipts to this Report  
Must be Completed and Returned within Ten (10) Working Days

Name: \_\_\_\_\_

Name/Purpose/Location of Travel: \_\_\_\_\_

Travel Dates (From/To): \_\_\_\_\_

Day of the Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
Hotel Expense								
Breakfast (If not included)								
Lunch (If not included)								
Dinner (If not included)								
Travel Faires (Airlines, Train, Etc.)								
Taxi and/or Bus								
Mileage Reimbursement (Below)								
Parking								
Toll Fees								
Registration Fees								
Miscellaneous Fees (Please Specify)								
<b>TOTAL EXPENSES</b>								

Mileage Reimbursement for Travel with Private Automobile (Per IRS Guidelines)

Date of Travel	Location	Location To	Odometer Starting	Odometer Ending	Mileage	IRS Reimbursement Rate	Total Amount Due to Employee
						\$0.575	
						\$0.575	
						\$0.575	
						\$0.575	

Total Expense of Trip: _____ Due to Employee: _____
--

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

Executive Director Approval: \_\_\_\_\_

## Sterling Park District

### Drug and Alcohol Impairment and Reasonable Suspicion Observation Form

*(This form must be completed every time an employee is suspected of drug or alcohol impairment based on appearance or conduct when reporting for duty, while on duty, or during periods of on-call time.)*

Name of Observed Employee: \_\_\_\_\_

Date Observed: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time Observed: \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM

Location: \_\_\_\_\_

Observations: Please check all applicable boxes next to the appropriate observations and then provide any necessary explanations on the lines below.

<b>SPEECH</b>	<b>BALANCE/WALKING</b>	<b>DEMEANOR</b>	<b>APPEARS</b>	<b>ODOR</b>	<b>BEHAVIOR</b>
<input type="checkbox"/> Slow	<input type="checkbox"/> Rigid	<input type="checkbox"/> Sleepy	<input type="checkbox"/> Flushed or sweating profusely	<input type="checkbox"/> Chemical	<input type="checkbox"/> Nervous or paranoid
<input type="checkbox"/> Slurred	<input type="checkbox"/> Falling/unable to stand	<input type="checkbox"/> Calm	<input type="checkbox"/> Confused	<input type="checkbox"/> Excessive cologne	<input type="checkbox"/> Erratic or irrational
<input type="checkbox"/> Whispered	<input type="checkbox"/> Staggering	<input type="checkbox"/> Argumentative	<input type="checkbox"/> Tremors	<input type="checkbox"/> Cannabis	<input type="checkbox"/> Irritable
<input type="checkbox"/> Silent	<input type="checkbox"/> Swaying	<input type="checkbox"/> Paranoid	<input type="checkbox"/> Pale	<input type="checkbox"/> Sweet or fruity	<input type="checkbox"/> Euphoric or inappropriate
<input type="checkbox"/> Loud	<input type="checkbox"/> Stumbling	<input type="checkbox"/> Threatening	<input type="checkbox"/> Inappropriate sunglass use or dilated / constricted pupils	<input type="checkbox"/> Heavy breath spray	<input type="checkbox"/> Mood Swings
<input type="checkbox"/> Confused	<input type="checkbox"/> Reaching for support	<input type="checkbox"/> Drowsy	<input type="checkbox"/> Disheveled	<input type="checkbox"/> Pungent	<input type="checkbox"/> Lethargic or slow acting
<input type="checkbox"/> Incoherent	<input type="checkbox"/> Arms raised for balance	<input type="checkbox"/> Hyperactive	<input type="checkbox"/> Blood shot or glassy eyes	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Suspicious
	<input type="checkbox"/> Physical dexterity, agility, or coordination issues		<input type="checkbox"/> Puncture marks		<input type="checkbox"/> Confused or disoriented
			<input type="checkbox"/> Runny nose		<input type="checkbox"/> Unusual
<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other	<input type="checkbox"/> Other

If you marked "other," please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Miscellaneous:
- Presence of drugs or paraphernalia
  - Presence of alcohol
  - Employee admission to drug use or possession
  - Employee admission to alcohol use or possession
  - Violation of safety rules, carelessness, unsafe behavior (e.g., disregard of the safety of others or the employee himself or herself)
  - Excessive breaks, wandering, aimlessness.
  - Involvement in accident with severe damage to equipment or property

Summary of Observations (please include dates, times, and details of the behavior or incident):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other witnesses to conduct: \_\_\_\_\_

\_\_\_\_\_

**Once you have completed this form and have signed it, and had a witness sign it (when possible, based on the circumstances), please provide this form to the Executive Director immediately. Be sure to follow all District procedures, as described in our Personnel Policy Manual. If you believe the employee is impaired or otherwise presents a safety risk, you must stop the employee from working and prevent them from operating any equipment where there would be a risk of injury to the employee or others.**

The above observations were made by:

_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

**Employee comment:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By signing below, I confirm that I have received a copy of this completed form and have had an opportunity to review and respond to the observations that are described above. **I understand that the absence of any statement in the space provided above will be interpreted as my agreement with the observations described above.**

*Employee's Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Employee Refusal to Sign:  Witness: \_\_\_\_\_

<b>ACTION TO BE TAKEN (FOR EXECUTIVE DIRECTOR ONLY)</b>
---

\_\_\_\_\_

\_\_\_\_\_

*Executive Director:* \_\_\_\_\_ *Date:* \_\_\_\_\_

## **Statement of Purpose For the Collection of Social Security Numbers**

The Identity Protection Act and the Identity Protection Policy of the Sterling Park District (District) require the District to provide an individual with a Statement of Purpose or purposes for which the District is collecting and using the individual's Social Security number (SSN) anytime an individual is asked to provide the District with his or her SSN or if an individual requests it.

### **Why do we collect you SSN?**

1. Employment/administrative purposes
2. Required State and Federal tax forms.
3. Proof of identification and legal residency.

### **What do we do with your SSN?**

1. We will only use it for the purpose for which it was collected.

### **What we will not do with your SSN:**

1. Sell, lease, loan, or rent you SSN to a third party for any purpose;
2. Publicly post or display you SSN;
3. Print your SSN on any card required for you to access our services;
4. Require you to transmit your SSN over the Internet, unless the connection is secure or you SSN is encrypted; or
5. Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on the documents mailed to you. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

### **Questions or Complaints about this Statement of Purpose:**

Write or call the Executive Director, Sterling Park District, P.O. Box 958, Sterling, Illinois 61081, or phone (815) 622-6200.

Notice of Eligibility & Rights and Responsibilities  
under the Family and Medical Leave Act

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003  
Expires: 6/30/2026

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy), we learned that you need leave (beginning on) \_\_\_\_\_ (mm/dd/yyyy) for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
  - Spouse                       Parent                       Child under age 18                       Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
  - Spouse                       Parent                       Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
  - Spouse                       Parent                       Child                       Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

**SECTION I – NOTICE OF ELIGIBILITY**

This Notice is to inform you that you are:

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(months)
  - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(hours of service)

Employee Name: \_\_\_\_\_

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

### SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
  - Health Care Provider for the Employee
  - Health Care Provider for the Employee's Family Member
  - Qualifying Exigency
  - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is  attached /  not attached.

If requested, medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.
- Other information needed (e.g. documentation for military family leave): \_\_\_\_\_  
The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy).

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

### SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

#### **Part A: FMLA Leave Entitlement**

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: \_\_\_\_\_

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>)
- A fixed leave year based on \_\_\_\_\_  
(*e.g., a fiscal year beginning on July 1 and ending on June 30*)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A "rolling" 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on \_\_\_\_\_ (*mm/dd/yyyy*).

You ( *are* /  *are not*) considered a key employee as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We ( *have* /  *have not*) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

**Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave**

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers' compensation, state medical leave law, etc.*) \_\_\_\_\_  
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: \_\_\_\_\_

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to \_\_\_\_\_  
\_\_\_\_\_ available at: \_\_\_\_\_

Employee Name: \_\_\_\_\_

**Part C: Maintain Health Benefits**

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

You have a minimum grace period of ( 30-days or  \_\_\_\_\_ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

**Part D: Other Employee Benefits**

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

**Part E: Return-to-Work Requirements**

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

**Part F: Other Requirements While on FMLA Leave**

While on leave you ( will be /  will not be) required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.

*(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).*

**If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

Designation Notice  
under the Family and Medical Leave Act

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.

OMB Control Number: 1235-0003  
Expires: 6/30/2026

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

The employer is responsible in all circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:  
(Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- The serious health condition of your spouse, child, or parent
- A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: (Select as appropriate)

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
  - The FMLA does not apply to your leave request.
  - As of the date the leave is to start, you do not have any FMLA leave available to use.
  - Other \_\_\_\_\_
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: \_\_\_\_\_ at \_\_\_\_\_  
(Name of employer FMLA representative) (Contact information)

**Incomplete or Insufficient Certification**

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request. (Select as applicable)

- The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: \_\_\_\_\_

- The certification provided is insufficient to determine whether the FMLA applies to your leave request. "Insufficient" means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: \_\_\_\_\_

You must provide the requested information no later than (provide at least 7 calendar days) \_\_\_\_\_ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

**Second and Third Opinions**

- We request that you obtain a ( second /  third opinion) medical certification at our expense, and we will provide further details at a later time. Note: The employee or the employee's family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.

**SECTION III – FMLA LEAVE APPROVED**

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total amount of FMLA leave you have available to use in the applicable 12-month period: (Select as appropriate)

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Based on your request, some or all of your available paid leave (e.g., sick, vacation, PTO) will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave (e.g., sick, vacation, PTO) during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** \_\_\_\_\_  
(e.g., Short- or long-term disability, workers' compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

**Return-to-work requirements.** To be restored to work after taking FMLA leave, you ( will be /  will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position ( is /  is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

OMB Control Number: 1235-0003 Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
First Middle Last

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
(List date certification requested)

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: \_\_\_\_\_

(2) Select the relationship of the family member to you. The family member is your:

- Spouse
- Parent
- Child, under age 18
- Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: \_\_\_\_\_

(3) Briefly describe the care you will provide to your family member: (Check all that apply)

- Assistance with basic medical, hygienic, nutritional, or safety needs     Transportation  
 Physical Care     Psychological Comfort     Other: \_\_\_\_\_

(4) Give your **best estimate** of the amount of leave needed to provide the care described:

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy). I am able to work \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week)

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

### SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: \_\_\_\_\_

(2) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: \_\_\_\_\_

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient (  has been /  is expected to be ) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient (  has been /  is expected to be ) incapacitated for more than three consecutive, full calendar days from: \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).  
The patient (  was /  will be ) seen on the following date(s): \_\_\_\_\_

The condition (  has /  has not ) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

- Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).
- Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

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#### PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (  had /  will have ) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

(8) Due to the condition, the patient (  was /  will be ) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

Employee Name: \_\_\_\_\_

(9) Due to the condition, the patient (  was /  will be ) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

(10) Due to the condition, it (  was /  is /  will be ) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per (  day  week  month ) and are likely to last approximately \_\_\_\_\_ (  hours  days ) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)

<b>Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)</b>
<b>Inpatient Care</b> <ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<b>Incapacity Plus Treatment:</b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none"><li>o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<b>Pregnancy:</b> Any period of incapacity due to pregnancy or for prenatal care.
<b>Chronic Conditions:</b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
<b>Permanent or Long-term Conditions:</b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
<b>Conditions Requiring Multiple Treatments:</b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the Family and Medical Leave Act

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
First Middle Last

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
(List date certification requested)

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: \_\_\_\_\_ Job description  is /  is not attached.

Employee's regular work schedule: \_\_\_\_\_

Statement of the employee's essential job functions: \_\_\_\_\_

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

**SECTION II - HEALTH CARE PROVIDER**

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves **inpatient care** or **continuing treatment by a health care provider**. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: \_\_\_\_\_

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient (  has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)  
Due to the condition, the patient (  has been /  is expected to be) incapacitated for **more than three** consecutive, full calendar days from: \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).  
The patient (  was /  will be) seen on the following date(s): \_\_\_\_\_

The condition (  has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment).

- Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).
- Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

**Employee Name:** \_\_\_\_\_

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

\_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (  had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

(6) Due to the condition, the patient (  was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).  
State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_  
Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy).  
for the treatment(s).  
Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.  
Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy)  
to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

(8) Due to the condition, the patient (  was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.  
Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy).  
for the period of incapacity.

(9) Due to the condition, it (  was /  is /  will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.  
Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per  
(  day  week  month) and are likely to last approximately \_\_\_\_\_ (  hours  days) per episode.

Employee Name: \_\_\_\_\_

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be **not able** to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (  was not able /  is not able /  will not be able) to perform **one or more** of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)

<b>Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)</b>
<b>Inpatient Care</b> <ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<b>Incapacity Plus Treatment:</b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none"><li>o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<b>Pregnancy:</b> Any period of incapacity due to pregnancy or for prenatal care. _____
<b>Chronic Conditions:</b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
<b>Permanent or Long-term Conditions:</b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
<b>Conditions Requiring Multiple Treatments:</b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Certification for Military Family Leave for  
Qualifying Exigency  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.  
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number:  
1235-0003 Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by \_\_\_\_\_ (mm/dd/yyyy).  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:  
\_\_\_\_\_  
*First Middle Last*

- (2) Select your relationship of the military member. The military member is your:

- Spouse     Parent     Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: \_\_\_\_\_

**PART A: COVERED ACTIVE DUTY STATUS**

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: \_\_\_\_\_
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
  - A copy of the military member's covered active duty orders
  - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
  - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

**PART B: APPROPRIATE FACTS**

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
  - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
  - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):  
\_\_\_\_\_
  - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):  
\_\_\_\_\_

Employee Name: \_\_\_\_\_

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility): \_\_\_\_\_
- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): \_\_\_\_\_
- Any other event that the employee and employer agree is a qualifying exigency: \_\_\_\_\_

- (6) Available written documentation supporting this request for leave is ( attached /  not attached /  not available).

**PART C: AMOUNT OF LEAVE NEEDED**

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) List the approximate date exigency started or will start: \_\_\_\_\_ (mm/dd/yyyy)
- (8) Provide your best estimate of how long the exigency lasted or will last:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)
- (9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)  
I am able to work \_\_\_\_\_  
(e.g., 5 hours/day, up to 25 hours a week)
- (10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

Employee Name: \_\_\_\_\_

- (11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: \_\_\_\_\_ times per  
( day /  week /  month) and are likely to last approximately \_\_\_\_\_ ( hours /  days) per episode.

- (12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

#### **PART D: THIRD PARTY INFORMATION**

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Describe purpose of meeting: \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

#### **PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF DEPARTMENT OF LABOR.  
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a  
Current Servicemember for Military Caregiver Leave  
under the Family and Medical Leave Act**

U.S. Department of Labor  
Wage Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employer may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*

(3) This certification must be returned by: \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER**

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

**PART A: EMPLOYEE INFORMATION**

(1) Name of the current servicemember for whom employee is requesting leave: \_\_\_\_\_

Employee Name: \_\_\_\_\_

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse       Parent       Child       Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

**PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER**

(3) The servicemember ( is /  is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: \_\_\_\_\_

(4) The servicemember ( is /  is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: \_\_\_\_\_

(5) The servicemember ( is /  is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs  
 Psychological Comfort       Physical Care  
 Transportation       Other: \_\_\_\_\_

(7) Give your **best estimate** of the amount of leave needed to provide the care described: \_\_\_\_\_

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy), I am able to work: \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week).

**SECTION III - HEALTH CARE PROVIDER**

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

**Employee Name:** \_\_\_\_\_

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

**PART A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider's Name: *(Print)* \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice/Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

**PART B: MEDICAL INFORMATION**

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. §1635.3(e).

(1) Patient's Name: \_\_\_\_\_

(2) List the approximate date condition started or will start: \_\_\_\_\_ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: \_\_\_\_\_

(4) The servicemember's injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- None of the above.

(5) The servicemember ( is /  is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy: \_\_\_\_\_

Employee Name: \_\_\_\_\_

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
  - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form, seeking the same information.*

**PART C: AMOUNT OF LEAVE NEEDED**

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date \_\_\_\_\_ *(mm/dd/yyyy)* and end date \_\_\_\_\_ *(mm/dd/yyyy)* for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ *(e.g. 3 days/week)*
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.
- Over the next 6 months, intermittent care is estimated to occur \_\_\_\_\_ times per  
( day /  week /  month) and are likely to last approximately \_\_\_\_\_ ( hours /  days) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ *(mm/dd/yyyy)*

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.**

**Certification for Serious Injury or Illness of a  
Veteran for Military Caregiver Leave  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered veteran with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the WHD website at [www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I – EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** In lieu of this form or your own certification form, you must accept as sufficient certification of the veteran's serious injury or illness documentation indicating the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310.**

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer Name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by: \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE and/or VETERAN**

Please complete all Parts in Section II before having the veteran's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. The employer must give an employee **at least 15 calendar days** to return this form to the employer. 29 U.S.C. §§ 2613, 2614(c)(3).

**PART A: EMPLOYEE INFORMATION**

- (1) Name of veteran for whom employee is requesting leave: \_\_\_\_\_  
*First Middle Last*

Employee Name: \_\_\_\_\_

- (2) Select your relationship to the veteran. You are the veteran's:
- Spouse       Parent       Child       Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the veteran's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the veteran for purposes of FMLA leave, (2) blood relatives granted legal custody of the veteran, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

**PART B: VETERAN INFORMATION AND CARE TO BE PROVIDED TO THE VETERAN**

- (3) The veteran was ( honorably /  dishonorably) discharged or released from the Armed Forces, including the National Guard or Reserves. List the date of the veteran's discharge: \_\_\_\_\_ (mm/dd/yyyy)
- (4) Please provide the veteran's military branch, rank and unit at the time of discharge: \_\_\_\_\_
- (5) The veteran ( is /  is not) receiving medical treatment, recuperation, or therapy for an injury or illness.
- (6) Briefly describe the care you will provide to the veteran: (Check all that apply)
- Assistance with basic medical, hygienic, nutritional, or safety needs       Transportation  
 Psychological Comfort       Physical Care       Other: \_\_\_\_\_
- (7) Give your **best estimate** of the amount of FMLA leave needed to provide the care described: \_\_\_\_\_
- (8) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) I am able to work: \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week).

**SECTION III - HEALTH CARE PROVIDER**

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran.

Note: For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is: a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

Employee Name: \_\_\_\_\_

“Need for care” includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran’s serious injury or illness includes written documentation confirming that the veteran’s injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**PART A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider’s Name: *(Print)* \_\_\_\_\_

Health Care Provider’s business address: \_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 CFR 825.125

**PART B: MEDICAL INFORMATION**

Please provide appropriate medical information of the patient as requested below. Limit your responses to the veteran’s condition for which the employee is seeking leave. If you are unable to make certain military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD Recovery Care Coordinator, or an authorized VA representative. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient’s Name: \_\_\_\_\_

(2) List the approximate date condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(3) Provide your **best estimate** of how long the condition will last: \_\_\_\_\_

(4) The veteran’s injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty
- Existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty
- None of the above

The veteran ( is /  is not) undergoing medical treatment, recuperation, or therapy for this condition. If yes, briefly describe the medical treatment, recuperation, or therapy: \_\_\_\_\_

Employee Name: \_\_\_\_\_

- (5) The veteran's medical condition is: *(Select as appropriate)*
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember not able to perform the duties of the servicemember's office, grade, rank, or rating.
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
  - An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
  - None of the above. *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

**Part C: Amount of Leave Needed**

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA military caregiver leave coverage.

- (1) Due to the condition, the veteran will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for this period of time.
- (2) Due to the condition, it is medically necessary for the veteran to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ (e.g. 3 days/week)
- (3) Due to the condition, it is medically necessary for the veteran to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the veteran's recovery. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, intermittent care is estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ ( hours /  days) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

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