



**OAK LAWN PARK DISTRICT
PERSONNEL MANUAL**

Revised

2018

Contents

OAK LAWN PARK DISTRICT PERSONNEL MANUAL	1
I. INTRODUCTION	1
A. General Statement of Personnel manual	1
B. At-Will Employment	1
C. Equal Employment Opportunity	1
D. Americans With Disabilities Act (ADA) Policy.....	2
E. Non-Discrimination and Anti-Harassment Policy	3
F. Immigration Law Compliance	8
G. Employee Code of Ethics.....	8
H. Employment Categories.....	9
I. Pregnancy Discrimination Policy	10
J. Probationary Period	11
II. YOUR BENEFITS AS AN EMPLOYEE OF THE OAK LAWN PARK DISTRICT.....	11
A. Vacation Policy	11
B. Holidays	13
C. Health and welfare Insurance benefits	14
D. health insurance after RETIREMENT	15
E. COBRA.....	15
F. Discontinuation of Coverage	15
G. IMRF Prior Years Service Benefits	16
H. Family And Medical Leave	16
I. Military Leave.....	24
J. Jury Duty.....	24
K. Sick Leave Benefits	25
L. Personal Leave Without Pay	25
M. Workers' Compensation Insurance.....	26
N. Bereavement Leave.....	26
O. Service Training, Education Tuition Reimbursement, Conferences and Seminars.....	26
III. ABOUT YOUR EMPLOYMENT.....	27

A.	Access To Personnel Files	27
IV.	YOUR WORKDAY AND COMPENSATION	28
A.	Paydays	28
B.	Overtime Compensation	28
C.	Pay Advances	28
D.	Pay Deductions And Set Offs	28
E.	WAGE INCREASES	29
F.	SALARY OR WAGES IN PROMOTION, TRANSFER, OR DEMOTION	29
G.	Administrative Pay Corrections	29
H.	Timekeeping	29
I.	Compensatory time	30
J.	FLEX TIME	30
K.	Performance Evaluations	31
V.	PARK DISTRICT POLICIES	31
A.	Attendance And Punctuality	31
B.	Alcohol and Drug Abuse Policy	31
1.	Random Testing	34
2.	Reasonable Suspicion Testing	35
3.	Post Accident Testing	35
4.	Return to Duty Testing:	35
5.	Follow-up Testing	35
C.	Smoking	36
D.	Solicitations	36
E.	Safety	36
F.	Security Inspections	37
G.	Use Of Equipment And Vehicles	37
H.	Blogging & Social Media Policy	38
I.	Cell Phone Safety Guidelines	39
J.	Conflicts Of Interest	40
K.	Driver's License	40
L.	Employee Political Activity	42
M.	Applications Accuracy	42
N.	Change in Status Procedures	42

O.	Disciplinary Actions	43
VI.	RULES OF EMPLOYEE CONDUCT	44
VII.	MISCELLANEOUS POLICIES.....	47
A.	Employment Reference Checks	47
B.	Grievance and Disciplinary Action Appeal	48
C.	Loss Prevention Award Program	48
D.	Modified Duty Policy	49
E.	Nepotism	49
F.	Outside Employment	49
G.	Resignations	50
H.	Return Of Property.....	50
I.	Tip Reporting Policy.....	50
VIII.	CERTIFICATE OF RECEIPT	51

I. INTRODUCTION

A. GENERAL STATEMENT OF PERSONNEL MANUAL

The Oak Lawn Park District is a tax-supported public agency existing to serve the public. The purpose of this Personnel Manual is to give all employees of the Oak Lawn Park District a clear understanding of their duties, responsibilities and rights as employees of the Park District.

The Personnel Manual is updated as necessary and is reviewed by staff, the Executive Director and Park District legal counsel. Changes, additions or deletions are approved by the Board of the Commissioners. The Personnel Manual is issued to staff during orientation and is also available to staff online at the Park District web site.

B. AT-WILL EMPLOYMENT

YOUR EMPLOYMENT WITH THE PARK DISTRICT IS CONSIDERED “AT WILL,” WHICH MEANS THAT YOUR EMPLOYMENT HAS NO DEFINITE TERM. YOU MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AND THE PARK DISTRICT HAS THE SAME RIGHT. NO REPRESENTATIVE OF THE PARK DISTRICT, OTHER THAN THE EXECUTIVE DIRECTOR, HAS ANY AUTHORITY, AT ANY TIME, TO ENTER INTO ANY AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME, OR TO ASSURE ANY OTHER PERSONNEL ACTION RELATING TO YOU, OR TO ASSURE ANY SALARY, BENEFITS, OR OTHER TERMS OR CONDITIONS OF EMPLOYMENT, OR TO MAKE ANY AGREEMENT RELATING TO YOUR EMPLOYMENT. IN ORDER TO BE VALID, ANY SUCH AGREEMENT MUST BE IN WRITING AND SIGNED BOTH BY THE PARK DISTRICT’S EXECUTIVE DIRECTOR AND BY YOU. STATEMENTS OF SPECIFIC GROUNDS FOR TERMINATION SET FORTH IN THE PERSONNEL MANUAL OR IN ANY OTHER PARK DISTRICT DOCUMENTS ARE EXAMPLES ONLY, NOT ALL INCLUSIVE LISTS, AND ARE NOT INTENDED TO RESTRICT THE PARK DISTRICT’S RIGHT TO TERMINATE AT-WILL. THIS POLICY SUPERSEDES ANY OTHER COMMUNICATION, ASSURANCE OR PROMISE WHICH MAY HAVE BEEN MADE TO YOU AT ANY TIME, WHETHER ORAL OR WRITTEN.

C. EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Oak Lawn Park District, where employment is based upon personal capabilities and qualifications without regard to race, color, religion, sex, age, national origin, marital or civil union status, veteran status, disability, sexual orientation, genetic information or any other protected characteristic as established by law.

In accordance with federal, state and local laws, it is the policy of the Park 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 race, color, religion, sex, national origin, citizenship status, ancestry, age, sexual orientation,

marital civil union status, disability, veteran status, genetic information or any other category protected by state or federal law.

We make reasonable accommodations when necessary for all employees and/or applicants with disabilities, provided the individual is otherwise qualified to perform the essential functions of the job. Such individuals are encouraged to discuss their need for a reasonable accommodation with the Business Manager.

Employees' questions or concerns should be referred to the Business Manager. If the employee is uncomfortable reporting to the Business Manager, the employee should report to his Department Head, Executive Director President of the Board of Commissioners.

D. AMERICANS WITH DISABILITIES ACT (ADA) POLICY

The Park District is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Park District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, provided that such accommodation does not constitute an undue hardship on the Park District.

The Park 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.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their department head. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your department head or you believe your accommodation request was not properly managed, report it to the Director.

On receipt of an accommodation request, your department head and your immediate supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations and perform the essential job functions of your position.

The Park 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 Park 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 on the Park District's ability to provide its services to the public.

What is considered a reasonable accommodation will be determined on a case-by-case basis. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will

be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the Park District to make the best possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

Upon request by an employee and pursuant to Title 1 of the ADA, the Park District will make reasonable accommodations such as the removal of architectural barriers to ensure accessibility for employees in the workplace.

An employee or job applicant who has questions regarding this policy or believes that he or she was discriminated against based on a disability should immediately notify the department head or Director. All such inquiries or complaints will be treated as confidential to the extent possible.

E. NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

Introduction

The Oak Lawn Park 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 professional atmosphere that prohibits discriminatory practices, including harassment. Therefore, the Oak Lawn Park District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the responsibility of each and every employee, intern, officer, official, commissioner, agent, volunteer, and vendor of the Oak Lawn Park District as well as anyone using the Oak Lawn Park District's facilities, to refrain from sexual and other harassment. The Oak Lawn Park District will not tolerate sexual or any other type of harassment of or by any of its employees, interns, elected officials, or others. Actions, words, jokes, or comments based on an individual's gender, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, sexual orientation, civil union partnership, gender, race, color, national origin, age, religion, disability or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the Oak Lawn Park District prohibit disparate treatment on the basis of gender, sexual orientation, civil union partnership, gender, race, color, national origin, age, religion, disability or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibition against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Definitions of Harassment

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's employment; or
- c. The harassment has the purpose or effect of interfering with the employee/intern's work performance or creating an environment that is intimidating, hostile, or offensive to the employee/intern.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, 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 e-mail); and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, civil union partnership, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or 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.

Harassing conduct includes, 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 e-mail). 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.

Note:

Any employee/intern engaging in practices or conduct constituting sexual harassment, discrimination, harassment or retaliation (as discussed later in this policy) of any kind shall be subject to disciplinary action, up to and including discharge.

Retaliation Is Prohibited

The Oak Lawn Park District prohibits retaliation against any individual who reports discrimination, harassment, or retaliation, who participates in an investigation of such reports, and/or who files a charge of discrimination, harassment, or retaliation. Retaliation against an individual for reporting harassment, discrimination, retaliation for participating in an investigation of a claim of 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.

In addition to the Oak Lawn Park District's prohibition on retaliation, various state and federal laws prohibit retaliation for reports of discrimination, harassment, or retaliation. For instance, protections against retaliation exist under the Illinois Human Rights Act, and, depending on the factual circumstances, protections against retaliation may exist under the Illinois Whistleblower Act and/or the State Officials and Employee Ethics Act.

Reporting Procedure

The Oak Lawn Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination, or retaliation. Therefore, while no fixed reporting period has been established, the Oak Lawn Park District strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

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 his or her behavior is unwelcome and requesting that it be discontinued. However, nothing in this policy shall require individuals who believe they are being subjected to harassing, discriminatory, or retaliatory behavior to so advise the offender.

If you experience or witness harassment, discrimination, or retaliation of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to your immediate supervisor, your department head, and/or the Director. 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, texts, social media postings, tweets, e-mails, and telephone messages can strengthen documentation. It is not necessary that the discrimination, harassment, or retaliation be directed at you to make a complaint.

Direct Communication with Offender: If there is harassing, discriminatory, or retaliatory behavior in the workplace, and if you feel comfortable doing so, you should directly and clearly express your objection to the offending person(s) regardless of whether the behavior is directed at you. If you are the harassed employee/intern, and if you feel comfortable doing so, you should also clearly state that the conduct is unwelcome and the offending behavior must stop. 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. Further, you are **not** required to

directly confront the person who is the source of your report, question, or complaint if you feel uncomfortable doing so. 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.

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 immediate supervisor, your Department Head or the Director/Superintendent of the Department. If you feel uncomfortable doing so, or if your immediate supervisor and/or Department Head and/or Superintendent are the source of the problem, condones the problem or ignores the problem, please report the conduct directly to the Director. If the 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 Board of Park Commissioners.

Report to Director/President of the Board of Park Commissioners: An employee/intern may also report incidents of harassment, discrimination, or retaliation directly to the Director. If your complaint alleges harassment, discrimination, or retaliation by the Director, or if the Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board of Park Commissioners.

When an allegation of discrimination, harassment, or retaliation is reported, an investigation will be conducted within a prompt period of time and appropriate remedial action will be taken when an allegation is determined to be substantiated. At no time will personnel involved in the alleged discrimination, harassment, or retaliation conduct the investigation.

Nothing in this policy precludes a report of discrimination, harassment, or retaliation to the Illinois Department of Human Rights, which is the State agency responsible for enforcing the Illinois Human Rights Act, as described in the “Conclusion” section below.

Harassment Allegations Against Non-Employees/Third Parties

If you make a complaint alleging harassment, discrimination, or retaliation against an agent, vendor, supplier, contractor, volunteer or person using The Oak Lawn Park District programs or facilities, the Director (or her designee) will promptly investigate the incident(s) and determine the appropriate remedial action, if any. The Oak Lawn Park District will take reasonable efforts to protect you from further contact with such persons. Please recognize, however, that the Oak Lawn Park District has limited control over the actions of non-employees.

Important Notice To All Employees

Employees/interns who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure.

Responsibility of Supervisors and Witnesses

Any supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination, and/or retaliation of or by any employee/intern should immediately advise the Director, and the Director (or their designee) will investigate the conduct promptly and take prompt remedial action if the allegations are substantiated.

All employees/interns are encouraged to report incidents of harassment, discrimination, and retaliation, regardless of who the offender may be or whether or not you are the intended victim.

The Investigation

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly. The Oak Lawn Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. *However, it is impossible to guarantee **absolute** confidentiality*, as the Oak Lawn Park 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 Oak Lawn Park 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.

Responsive Action

After investigation, the Oak Lawn Park 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 for a substantiated complaint may include, by way of example only: training, referral to counseling, and/or disciplinary action (such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination), as the Oak Lawn Park District believes appropriate under the circumstances.

False and Frivolous Complaints

Given the possibility of serious consequences for an individual accused of sexual or other 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 dismissal.

Conclusion

While we hope to be able to resolve any complaints of discrimination, harassment, or retaliation within the Oak Lawn Park District, 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. The IDHR also has a reporting hotline, which includes a method for the intake of anonymous phone calls regarding allegations

of sexual harassment. If the IDHR determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

Approved by the Board of Commissioners, Oak Lawn Park District, January, 8th 2018

F. IMMIGRATION LAW COMPLIANCE

This organization is committed to hiring only qualified candidates who are currently fully authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, you will be required to complete and sign under oath the U.S. Citizenship and Immigration Services (“USCIS”) Form I-9, Employment Eligibility Verification. Section 1 of the I-9 form must be completed by you by no later than your first day of employment with the Park District. The Park District must review your supporting I-9 documentation and complete Section 2 of your I-9 form no later than three (3) days from your first day of work.

G. EMPLOYEE CODE OF ETHICS

In furtherance of its vision and mission, the Oak Lawn Park District encourages employees to use the core values of honesty, integrity, stewardship and respect as the building principles of their professional behavior.

Employment with the Oak Lawn Park District carries with it the responsibility to inspire public trust and commitment to public service. Employees of the Park District agree to accept and abide by this Code of Ethics.

Adhere to the highest standards of the core values established by the Oak Lawn Park District.

Honesty -- Being truthful, ethical and principled.

Integrity -- Firm adherence to a standard of values.

Stewardship -- Accountability for the current and future use of community resources.

Respect -- Treating people with dignity and showing genuine consideration for others.

Adhere to all policies and procedures set forth by the Oak Lawn Park District.

Refrain from any activity which infringes upon the rights of others.

Refrain from involvement in business transactions and exchanges which conflict with your professional position and responsibilities and which appear to provide personal gain and undermine public trust.

Report any improper behavior among co-workers that endangers the health and/or well-being of citizens and other employees.

H. EMPLOYMENT CATEGORIES

The Park District has several categories of employment, as follows:

Nonexempt: Non-exempt employees are employees who are legally entitled to overtime premium pay. Some salaried employees are non-exempt and are entitled to overtime pay for hours worked in excess of forty hours (40) per week.

Exempt: Exempt employees are employees who are not legally entitled to overtime premium pay and are paid a salary for all hours worked.

In addition to the above categories, each employee will belong to one other employment category:

Regular Full-Time: Employees who are not in a temporary or probationary status and who are regularly scheduled to work 40 or more hours per week. Generally, full-time employees are eligible for the Park District's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time: Employees who are not in a temporary or probationary status and who are regularly scheduled to work less than 40 hour per week and less than 1,000 hours per year.

Part Time IMRF: Employees who are not in a temporary or probationary status and who are regularly scheduled to work less than 40 hours per week but at least 1,000 hours per year.

Seasonal: Employees who are employed for a specific function, part-time or full-time, and for a period of 3 months to 10 months during a calendar year. Seasonal employees must reapply for employment on an annual basis. The Park District cannot assure that Seasonal Employees will be rehired in a subsequent calendar year or, if rehired, will be rehired for the same position. Seasonal employees are not considered full-time or part-time Employees for benefit purposes.

Probationary: Employees who are in their first 90 days of employment with the Park District. This classification also applies to employees who are or have previously been employed with the Park District and are beginning a new position. During this period, newly hired employees will be paid for holidays recognized by the Park District that are applicable to their employment classification. If you are a newly hired Park District employee, you are not entitled to other time off such as vacation, personal or illness. Other employee benefits, if applicable, will begin after employment of thirty (30) days.

Temporary Employees: Employees who are employed only for a short duration, regardless of the number of hours they are scheduled to work per work week. Employees hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration.

Employment beyond any initially stated period does not in any way imply a change in employment status. “Temporary” employees retain that status until notified of a change. Temporary employees are not considered full-time or part-time Employees for benefit purposes. All legally mandated benefits (such as Social Security, Medicare and workers’ compensation insurance) are provided to temporary employees.

I. PREGNANCY DISCRIMINATION POLICY

The Oak Lawn Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy and is committed to making reasonable accommodation related to pregnancy, childbirth, and medical or common conditions related to pregnancy or childbirth. The Oak Lawn Park District will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to 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 Oak Lawn Park 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 department head. If you feel uncomfortable doing so, or if your department head is the source of the problem, condones the problem, or ignores the problem, report to the Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the President of the Board of Park Commissioners. 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.

REASONABLE ACCOMMODATION

Employees who believe they need a reasonable accommodation to perform the essential functions of their job should contact their department head. The Oak Lawn Park District encourages employees to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your department head, or you believe your accommodation request was not properly managed, report the occurrence to the Director.

On receipt of an accommodation request, your department head and your immediate supervisor will meet with you to discuss and identify the precise limitations resulting from the pregnancy and the potential accommodation the Oak Lawn Park District might make to help overcome those limitations to allow you to perform the essential job functions of your position.

The Oak Lawn Park 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 Oak Lawn Park 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 Oak Lawn Park District’s ability to provide its services to the public.

What is considered a reasonable accommodation will be based on a case-by-case analysis. The Oak Lawn Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees/unpaid interns will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. While we hope to be able to resolve any complaints of discrimination within the Oak Lawn Park District, 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, and if it determines there is sufficient evidence of discrimination to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

J. PROBATIONARY PERIOD

An employee should use the initial period after being hired or rehired to determine whether the new position meets his or her expectations. The employer uses this period to evaluate employee capabilities, attitude, and work habits. All new and rehired employees work on a probationary basis for the first 90 days after their date of hire or re-hire.

Any significant absence will automatically extend the probationary period by the length of the absence. If the employer determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee, the employer may extend the probationary period for a specified period.

An employee who, in the sole judgment of management, is not successful in his or her new position can be removed from that job at any time during the probationary period. The employee may be allowed to return to his or her former job, if it is available, or to any other comparable available job for which the employee is qualified.

Probationary employment status does not affect eligibility for employer-provided benefits. Employees are eligible for these benefit programs according to the terms and conditions of each program. Probationary employees will assume “regular” employee status upon satisfactory completion of the probationary period.

II. YOUR BENEFITS AS AN EMPLOYEE OF THE OAK LAWN PARK DISTRICT

The terms and conditions for participating under the various benefit programs offered by the Park District as set forth below, including the terms of eligibility, may change at any time at the discretion of the Park District subject to applicable law.

A. VACATION POLICY

All full-time employees are eligible to receive annual vacation with pay, which shall be administered on a calendar year basis.

Full time employees are entitled to annual vacation based on the number of years of employment completed by the employee in the previous calendar year.

Vacation days are earned on January 1 of each year in accordance with the following schedule:

- a. An employee who has completed more than 1 and less than 5 years of service is entitled to 10 vacation days.
- b. An employee who has completed more than 5 and less than 10 years of service is entitled to 15 vacation days
- c. An employee who has completed more than 10 and less than 20 years of service is entitled to 20 vacation days.
- d. An employee who has completed more than 20 years of service is entitled to 25 vacation days.

In the first calendar year, an eligible employee is not entitled to take any vacation days until the beginning of the next calendar year. Beginning with the next calendar year, the employee is entitled to vacation days equal to the number of months worked by the employee during the previous calendar year, but not greater than 10 days. The calendar month in which employment starts shall count as one full month in computing an employee's vacation days for the first full calendar year if the employee's starting date is on or before the 16th day of such month.

Vacation days are not cumulative. Earned days must be taken during the calendar year following the year earned. Exceptions to this rule will be considered on a case by case basis for special circumstances. In this situation, the Director, upon recommendation of the Department Head, may grant a deferral of up to 10 vacation days. Any deferred days must be taken in the next calendar year.

Requests for vacation leave must be made a minimum of three (3) days prior to the requested vacation period by the employee and approved by the Department Head or Director.

Vacation time is charged against an employee in not less than one-half day increments. Every effort will be made to grant vacation periods requested by an employee, consistent with the operational needs of the department. Supervisors must schedule vacations in such a way as to not hamper the normal operating efficiency of the park district. Depending upon departmental or personal circumstances, a period of vacation leave may be restricted to two weeks at any one period. Employee preference and length of service should be considered. However, work volumes and the capabilities of employees to perform each other's regular assignments must be taken into consideration when scheduling vacation. retiring (IMRF) employee's vacation policy

Illinois Municipal Retirement Fund: All employees of the District who are expected to work more than 1,000 hours in a year are required under the Illinois Pension Code to participate in the Illinois Municipal Retirement Fund ("IMRF"). The District recognized three levels of IMRF employees. Employees whose participation with IMRF began before January 1, 2011 are in the Tier1 level. Those employees whose IMRF participation began between January 1, 2011 and December 31, 2011 are in the Tier2a level. Employees who began IMRF participation after January 1, 2012 are in a third

category labeled Tier2b level for identification purposes. IMRF is a defined benefit pension plan to which member employees contribute 4.5% of their compensation on a pre-tax basis through payroll deductions made each pay period. The District contributes to IMRF a pre-defined percentage of the employee's compensation at a rate determined by IMRF and provided to the District at the beginning of each calendar year.

Accumulated Vacation Payout at Retirement: Pursuant to P.A. 97-0609, the following earnings are specifically excluded from payments that would trigger an accelerated payment at retirement for those employees hired before January 1, 2012 (Tier1 and Tier2a level participants) Employees hired after January 1, 2012 (Tier2b level participants) are not exempt from the accelerated payment.

With reference to the Vacation Benefit Policy on Page 53 of the Full Time Personnel Manual as revised Sept 12, 2011, retiring Tier1 and Tier2a employees will be given a choice of two options upon retirement

Option 1:

Tier 1 and Tier 2a level employees will receive a lump sum payment which shall include accrued (accumulated) unused vacation time as part of the final payment upon retirement. All standard payroll deductions including IMRF will apply.

Option 2:

Tier1 and Tier2a level employees will utilize accrued (accumulated) unused vacation time, thereby extending his/her retirement date by the number of vacation days available. Benefits shall continue during this extended period, however, the employee will not accrue any additional vacation or sick time benefits during this period. All standard payroll deductions including IMRF contributions will apply.

P.A. 97- 0609 exempts earnings attributable to personnel policies adopted prior to January 1, 2012 from the accelerated payment. Thus the final earnings for Tier1 and Tier2a employees which exceed the employee's 12 month reported earnings with the same employer for the previous year by the greater of 6% or 1.5% times the CPI can be actuarially spread over the (current) 30 year period as opposed to an actuarially computed one-time lump sum payment to IMRF by the employer.

Approved by the Board of Commissioners, Oak Lawn Park District, December 12, 2011

B. HOLIDAYS

The Park District will grant holiday time off to all employees on the holidays listed below.

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents' Day (February)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving

- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)
- Employee's Birthday (Employee Pick)

According to applicable restrictions, the employer will grant paid holiday time off to all eligible non-exempt, regular full-time employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

To be eligible for holiday pay, non-exempt employees must work the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it. If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. If an eligible non-exempt employee works on a recognized holiday, he or she will receive holiday pay plus 1.5 times the wages at his or her straight-time rate for the hours worked on the holiday. Paid time off for holidays will not be counted as hours worked for the purposes of calculating overtime.

C. HEALTH AND WELFARE INSURANCE BENEFITS

Eligible full-time employees will be provided with the following insurance benefits:

- Medical
- Dental
- Vision
- Life Insurance (1.5 times the employee's salary to a maximum of \$125,00)
- Accidental Death & Dismemberment (AD&D)
- Employee Assistance Program

The Park District will pay 100% of the premium for employee-only coverage for all insurance coverage (except the PPO medical plan) for all eligible full-time employees. The benefits provided by the Park District, including any premium contributions paid by the Park District for such benefits, may change at any time and for any reason. The portion of the premium that is to be paid by the individual employee will be determined on an annual basis by the Park District.

If an employee chooses dependent coverage, he or she must pay the difference in premium between employee-only coverage and the tier of dependent coverage (e.g., employee +1, family, etc.) elected by the employee.

Employees may pay for insurance benefits on a pre-tax basis through the Park District's Flex 125 Plan. The Flex 125 Plan also includes a health savings account for eligible employees. Under this plan, insurance premium payments and health savings account contributions are not subject to federal, state or FICA taxes.

D. HEALTH INSURANCE AFTER RETIREMENT

Note: Per Board action taken at the Board meeting held on April 10, 2017, the Commissioners eliminated the employee benefit related to Health Insurance After Retirement coverage for employees hired after April 10, 2017.

Employees who are at least 55 years old and who are retiring from the Park District with twenty years or more of service in the Illinois Municipal Retirement System shall be offered health insurance coverage (medical, dental, vision) substantially similar to the coverage they had at the time their employment with the Park District ended until the employee is eligible for Medicare. The benefits provided by the Park District, including any premium contributions paid by the Park District for such benefits, may change at any time and for any reason.

When the retired employee reaches the age of Medicare, the retired employee (and his/her spouse and dependents) may continue receiving coverage under the Park District's group health plan but the retired employee (and his/her spouse and dependents) will be responsible for 25% of the applicable premium for such group health coverage which will be coordinated with Medicare. Such coverage shall continue until the employee returns to IMRF covered employment, takes a refund of IMRF contributions, loses his/her pension or disability benefits due to conviction of a job-related felony, fails to make a timely premium payment, dies or the group health plan is terminated for both active and retired employees. The eligibility for the surviving spouse ends upon the death or remarriage of that spouse. Continuation for covered dependents ends on the date it would have otherwise ended under the group health plan (such as attainment of the limiting age).

E. COBRA

If an employee, through resignation, reduction of hours, termination or retirement is no longer eligible to be covered under a group health plan of the Park District, they may continue their benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272) (COBRA). If a person chooses to continue coverage under COBRA, then that person must pay 102% of the premium. Employees who retire and elect COBRA waive their right to the coverage described above in the section entitled "Health Insurance After Retirement."

F. DISCONTINUATION OF COVERAGE

The Park District reserves the right to cancel any of the employee benefit programs at any time if the Board of Park Commissioners feels it is not in the best interest of the Park District to continue the program(s).

G. IMRF PRIOR YEARS SERVICE BENEFITS

It is the policy of the Park District in order to encourage experienced professionals to continue their careers with the Park District to grant credit for prior year's service with the IMRF for the purpose of establishing a level of benefits services with the Park District in accordance with IMRF's rules and regulations.

This policy is for the computation of vacation benefits and IMRF retirement benefits only. Unless an employee has been employed with the Park District for at least 80% of their IMRF years upon retirement, the prior year IMRF service credit will not count as years of service with the Park District when considering whether or not the employee is entitled to subsidized health insurance coverage following retirement.

H. FAMILY AND MEDICAL LEAVE

1. If you have been employed by the Park 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 and have worked at least 1,250 hours during the 12-month period preceding the start of the leave (which includes all periods of absence from work due to or necessitated by USERRA-covered service), and you work at or report to a work site which has fifty (50) or more Park 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 rolling 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, 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, child, or parent is deployed on covered active duty in a foreign country (or has been notified of an impending call or order to covered active duty in a foreign country) in the Armed Forces, including the National Guard and Reserves.

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 military member is on covered active duty or called to covered active duty status in a foreign country. 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 military member's active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or is called to covered active duty status in a foreign country and the dates of the military member's covered active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave or any other qualifying reason listed above.

With respect to a Qualifying Exigency Leave:

- a. A "military member" means your spouse, son, daughter, or parent who is on covered active duty or called to covered 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: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) parental care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) 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). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
- 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 son or daughter but it does not include "parents in law."
- e. Parental care – eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
- f. Rest and Recuperation – eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and

supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting forth the dates of the leave.

4. Military Caregiver Leave. If you have been employed by the Park 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 a work site which has fifty (50) or more Park District employees within a 75-mile radius of that work site, and you are a spouse, 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 generally 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 a medical certification available from our Human Resources Department or an invitational travel order or authorization from the Department of Defense as a condition of receiving approved Military Caregiver Leave. 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 (1) a member of the Armed Forces (including a member of the National Guard or 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, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable.¹
- b. “Outpatient status” means the status of a Covered Service Member 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.

¹ The time period between October 28, 2009 and March 8, 2013, is not counted in determining the five year period preceding a covered veteran’s treatment, etc.

- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Servicemember may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” for a Current Servicemember 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 Servicemember’s active duty and was aggravated by service in the line of duty) that (i) may render the Servicemember 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.
- e. “Serious injury or illness” for a Covered Veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) 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 (2) A physical or mental condition for which the covered veteran has received a VA 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 caregiver leave; OR (3) A physical or mental condition that substantially impairs the 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 (4) 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.

5. Spouses Employed by the Park District. If your spouse also works for the Park 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 both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a. and 1b. above, or to care for your parent with a serious health condition under paragraph 1c above, 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.

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 available from the Human Resources Manager 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 Park 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 Park District (unless you accept the second opinion as determinative). A second medical opinion generally will not be requested for Military Caregiver Leave, but may be requested if the Certification is completed by a health care provider who is not affiliated with the DOD, VA or TRICARE.

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 Park 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, child or parent (Paragraphs 1.c. and 1.d., above), or to care for a Covered Servicemember if you are a spouse, 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 Park 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, that time does not count against your 12 week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time 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 for leaves of absence must be submitted to your supervisor 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 generally 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 Human Resources Manager 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 Park 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 sufficient to simply “call in sick” without providing additional information which would provide the Park 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 Park District consistent with the Park 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 make an effort 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 to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves 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 private 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 a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and 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 make arrangements 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 Park District for the costs and expenses associated with insuring you during the leave.

11. 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 had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

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 Park 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. Generally, a returning employee will be permitted to return to work within two (2) business days of the Park 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.

12. Key Employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Park 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 a Family and Medical Leave.

13. Coordination with Other Policies

The employee has the option of using accrued paid vacation days, personal time, comp time or sick days for unpaid leave under this policy. Any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on Family and Medical 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 Park District's conditions for taking the paid leave (although the Park District may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

14. 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 Human Resources so that the matter can be promptly investigated and remedied as appropriate.

15. Compliance With Other Laws. In administering this FMLA Policy, the Park District complies with the Americans with Disabilities Act ("ADA") and any other relevant law. The Park 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.

I. MILITARY LEAVE

State and federal law provides certain rights to employees who are required to take a leave of absence from work for purposes of completing military service as well as those who have a spouse or child who is called to perform such military service. These rights include, among other things, a qualified right to re-employment, job-protected leave, and retention of certain employee benefits. The Park District complies with all such applicable laws. If an employee has any questions concerning this policy, please consult Human Resources. Nothing in this Manual should be construed as granting any greater or lesser rights than what is required by applicable law.

J. JURY DUTY

The Park District encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time and probationary employees will be eligible to receive paid jury duty leave. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If selected to serve on a jury, the employee will be paid for the days of absence, up to 3 days.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever the court schedule permits.

Either the employer or the employee may request an excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.

Insurance benefits will remain in effect and unchanged for the full term of the jury duty absence.

K. SICK LEAVE BENEFITS

Sick leave with pay for all regular, supervisory, and appointive employees is accrued at the rate of one workday for each full month of service. Sick Leave shall be considered a privilege that the employee may use at his or her discretion but shall only be allowed in the case of necessity for sickness or disability of an employee or the employee's family. In order that an employee receive compensation while on sick leave, the employee shall notify his or her immediate supervisor prior to or within four hours after the hour stated for beginning his or her daily duties. When absence is for more than five working days, the employee may be required to furnish a physician's statement. If an employee is absent on sick leave for a period of seven consecutive workdays, a physician's certificate will automatically be required. A request for sick leave must be completed and filed with the employee's immediate supervisor immediately after reporting back to work, if the employee is unable to complete it before he or she goes on Sick Leave. Any claim of sick leave under false pretenses shall be considered just cause for immediate dismissal. Sick leave may be accumulated to a total of not more than sixty working days. Any unused sick leave will be cancelled upon the date of termination of service and unused sick leave will not be paid out upon termination of employment for any reason. Accumulation of sick leave shall be retroactive to the original date of employment for each employee.

Time lost from work due to any injury received while on duty shall not be charged to sick leave providing that such injury is accepted as a compensable claim under workers' compensation. Where proof of illness is requested and not provided, the employee's sick leave will not be charged to sick but shall, at the discretion of the department head, be charged to vacation leave or leave without pay.

L. PERSONAL LEAVE WITHOUT PAY

The Executive Director may grant a regular full or part-time employee a leave of absence without pay for a period not to exceed one year. It shall be the responsibility of the employee to submit a written request through his or her supervisor for this type of leave, stating the reasons for the request. Upon the expiration of a regular approved leave without pay, the Park District will make every effort to reinstate the employee to the position that he or she held at the time the leave was granted; however, the Park District cannot guarantee employment at the expiration of

a personal leave of absence. If the employee should fail to report for duty within a reasonable time at the conclusion of his or her approved leave, he or she will be subject to be discharge. Leaves without pay will only be granted when it will not unduly interfere with the best interests of the Park District. Application for leave of absence for training or study which should better equip the employee in rendering service to the Park District shall be considered a justified request for leave unless the interests of the Park District are prejudiced in attempting to temporarily fill the position left by that employee.

M. WORKERS' COMPENSATION INSURANCE

Workers' compensation insurance is paid in full by the Park District, and it goes into effect your first day on the job. Any medical or hospital expenses resulting from a work-related injury are covered by this insurance. In addition, if your injury prevents you from working, this coverage may also pay you a percentage of your average weekly earnings depending upon the nature and extent of your injury, in accordance with state laws.

If you sustain an injury at work, no matter how slight, you should immediately report it to your supervisor. If your supervisor is not available, please report your injury to Human Resources. In addition, an accident report form must be completed and received by Human Resources within twenty-four (24) hours of the injury or accident.

N. BEREAVEMENT LEAVE

Bereavement leave with pay may be granted for a period not to exceed three working days in the event of the death of an employee's or employee's spouse's mother, father, grandparents, stepparents, guardians, husband, wife, children, sister, brother or other relative living in the employee's household at the time of death. Leaves shall not be granted except for the persons listed and shall be charged to sick leave. If sick leave is not available or if more than three working days are taken or if time off is desired upon the deaths of persons other than those listed here, the time may be granted as vacation leave or leave without pay.

O. SERVICE TRAINING, EDUCATION TUITION REIMBURSEMENT, CONFERENCES AND SEMINARS

The Park District conducts special in-service training programs to better equip employees to fulfill their job responsibilities.

Education Tuition Reimbursement

- If, in the opinion of the Executive Director and Department Head, some ultimate benefit will accrue to the Park District, permission may be granted to full-time employees to attend educational courses and to make partial or full reimbursement of tuition.
- Requests for tuition reimbursement must be made before the educational course is taken.

- Tuition reimbursement will be granted only upon successful completion of the educational course. Successful completion is defined as a minimum Grade of C, or equivalent.
- If an employee leaves the Park District service within thirty-six (36) months after receiving tuition reimbursement, he must return all monies received.
- Time off may be granted by the Executive Director upon the recommendation of the Department Head to attend educational course if work schedules can be arranged and if it is determined that the education will make the employee more valuable to the Park District.

Conferences and Seminars

- Opportunities to attend and participate in professional conferences, conventions, seminars and technical meetings will be provided to all eligible employees. With prior approval of the Executive Director and the Department Head and subject to budgetary provision, an employee may attend such functions without loss of pay and at the Park District's expense. Reimbursable expenses may include registration fees, transportation, lodging, meals and other legitimate expenses.

III. ABOUT YOUR EMPLOYMENT

A. ACCESS TO PERSONNEL FILES

We maintain personnel records for every employee for several reasons, such as: to send you mail, to properly maintain your insurance and other benefits, to compute your payroll and appropriate deductions, to plan for emergencies, and otherwise comply with various state and federal laws and regulations. It is important to both you and the Park District that your personnel records be kept accurate and up to date. Therefore, we ask that you immediately notify the Park District if there are any changes in your name; address and/or telephone number; your marital or civil union status (for insurance purposes); your emergency contact; the person(s) you named as beneficiary(ies) under your life insurance policy and Section 457b Plan; the status of your W-4 exemptions; your number of dependents; or your immigration status, if your eligibility for employment in the United States is affected.

All such information will be treated as highly confidential and will be available only to those people with a need or right to know the information. Employees may review or obtain a copy of their personnel records in accordance with applicable law.

IV. YOUR WORKDAY AND COMPENSATION

A. PAYDAYS

Employees are paid bi-weekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

B. OVERTIME COMPENSATION

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as possible to all employees qualified to perform the required work. Overtime compensation is paid to all non-exempt employees at the following rate(s) and in accordance with federal and state laws:

- One and one-half times straight-time rate for all hours over 40 in a workweek.

As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

If there no volunteers to work overtime, overtime will be assigned. Failure to work assigned overtime may result in disciplinary action, up to and including possible discharge.

C. PAY ADVANCES

The Park District does not provide pay advances or extensions of credit on unearned wages to employees.

D. PAY DEDUCTIONS AND SET OFFS

The law requires that the employer make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The employer also must deduct Social Security and Medicare taxes on each employee's earnings. The employer matches the amount of Social Security taxes paid by each employee. The employer offers programs and benefits beyond those required by law. Most are fully paid for by the Park District, some require contributions from the employee. Employees who wish to participate in these programs may voluntarily authorize deductions from their checks.

If you do not understand why deductions were made or how they were calculated, your supervisor can assist in having your questions answered. The Park District also deducts IMRF

(Illinois Municipal Retirement) pension contributions from each eligible employee on all wages earned. The employee's share of IMRF is 4.50% that is tax sheltered, that is, exempt from federal and state income tax. The Park District contributes to the IMRF for each eligible employee based on actuarial tables maintained by the Illinois Municipal Retirement Fund.

E. WAGE INCREASES

The Park District understands that it is essential to offer fair and competitive wages in order to attract qualified staff. In accordance with this philosophy, the Park District instituted the following guidelines for wage increases. All employees may be eligible for a wage increase annually, depending upon the employee's job performance evaluation and upon the financial resources of the District.

F. SALARY OR WAGES IN PROMOTION, TRANSFER, OR DEMOTION

- In the case of a promotion, the wage shall be increased to the minimum rate of pay for the new position. However, if the employee's current wage is more than the minimum rate of pay for the new position, the wage shall be increased to the first step of the new position that will produce a wage increase.
- In the case of a transfer, the wage shall remain the same.
- In the case of a demotion, the wage may be decreased to the step commensurate with the employee's service time with the District.
- The Director upon recommendation of the Department Head shall approve wage changes due to promotion, transfer, and demotion.

G. ADMINISTRATIVE PAY CORRECTIONS

The employer takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the employer so that corrections can be made as quickly as possible.

If a discrepancy is identified, it will be corrected the next regular pay period.

H. TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require the employer to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the

beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, including discharge.

Nonexempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

I. COMPENSATORY TIME

If you are a non-exempt employee, you may be awarded compensatory time (paid time off in lieu of overtime) when you work more than 40 hours in a work week. This includes working on a recognized Park District holiday or event when doing so requires you to work more than 40 hours in a workweek. You will receive one and one-half hours of paid time off for every hour you work in excess of 40 hours in a workweek. When requesting to use compensatory time, you must complete and submit to your supervisor a Leave Request form at least one (1) week in advance of the requested time off. Such requests will generally be granted, subject to business needs.

If you are an exempt employee who works on one of the above Park District holidays or events, you will receive an extra vacation day(s) for your work on the Park District holiday and/or event. As with any vacation day, requests for vacation leave must be made a minimum of three (3) days prior to the requested vacation and approved by the Department Head or Director. Such requests will generally be approved, depending upon business needs.

All paid time off must be taken in increments of no less than one-half day increments.

J. FLEX TIME

When an exempt employee is required to work outside of his/her normal workday or normal workweek, at the Director's or Department Head's discretion, the employee may be allowed to modify (flex) his/her schedule to accommodate the change in regular work schedule. For example, if you work a half day for a Park District event on Saturday, you may be allowed to come in one half day later than your normal start time or leave one half day earlier than your normal end time, on another day. Flex Time cannot be accumulated and will not be paid out upon termination. Flex time should be used as soon as possible. An employee wishing to use flex time must inform his/her immediate supervisor and Executive Director/Department Head of the request in advance. Requests will generally be granted, subject to business needs.

Any misuse of this policy will result in disciplinary action, up to and including termination.

K. PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are generally conducted at the end of an employee's probationary period and annually thereafter. Additional formal performance reviews may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Pay adjustments may be awarded in an effort to recognize employee performance. The decision to award such an adjustment is dependent upon numerous factors, including, but not limited to, the information documented by this formal performance review process, the approval of the Board and financial condition of the Park District's budget.

V. PARK DISTRICT POLICIES

A. ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the Park District expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the employer. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify the supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, including termination of employment.

B. ALCOHOL AND DRUG ABUSE POLICY

The Oak Lawn Park District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Park 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. Therefore, in an effort to maintain the high standards of health and safety to which we are committed, we have defined our policy and rules of acceptable conduct in this sensitive area.

This policy also expresses the Park 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 Park District has resolved to maintain a drug free workplace.

The purpose of this policy is to inform employees of the Park District's investigation, treatment and disciplinary policy relating to alcohol and drugs. As such, all Park District

employees are expected to 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 Park District's Controlled Substance and Alcohol Testing Policy for positions that require a Commercial Driver's License (CDL). The Alcohol and Drug Procedures for CDL Employees Policy is distributed to those employees whose positions require a CDL, and is available online at the Park District's web site.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis and alcohol, is prohibited on Park District Property or while acting on behalf of the Park District.

For purposes of this Policy, the following definitions apply:

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
2. "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.
3. "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.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis.
5. "Director" is the Executive Director of the Oak Lawn Park District.
6. "District Property" means any building, park, gym, pool, office, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Park District. District Property also includes property used by Park District patrons while on Park District sponsored events or field trips or property of others when presence thereon by the Park District employee is related to employment with the Park District.
7. The use of the term "Drug" in this policy refers to both legal and illegal controlled substances unless the legal use is pursuant to the instruction of a medical professional licensed to prescribe or advise individuals on the use of drugs who has been informed of the employee's job duties and has advised that the substance does not adversely affect the employee's ability to safely perform his or her job. The term "drug" also includes, but is not limited to, marijuana, cocaine, PCP, heroin, morphine, amphetamines and barbiturates.

8. “Legal Drugs” mean prescription drugs and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
9. “Medical Facility” means any laboratory, clinic, hospital, or other similar entity.
10. “Policy” means this Alcohol and Drug Abuse Policy of the Oak Lawn Park District.
11. “Possess” means to have either in or on an employee’s person, personal effects, desk, files, or other similar area.
12. “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.
13. “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.

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Park District’s drug and alcohol policy or other rules of conduct. Seeking such assistance will not be a defense for violating the Park District’s drug and alcohol policy, nor will it excuse or limit the employee’s obligation to meet the Park 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. Employees who suffer from alcohol or drug addiction are encouraged to consult voluntarily with Park District management 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 Superintendent of Finance and Personnel for details. Park District management will keep such voluntary discussions and medical treatment confidential to the extent possible.

The Park District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested following a work place accident involving a possible violation of safety rules, during and after an employee’s participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing will be conducted by a medical facility selected by the Park District at the Park District’s expense. The screening or testing may require an analysis of the employee’s breath, urine and/or blood or such similar substance as the medical facility may recommend. If an initial test is positive, a second test will be conducted

from the same sample. Employees will be given the opportunity, prior to the second test, to disclose the use of legal drugs 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 discharge.

Each Park District employee is required to sign a consent form, available through Human Resources. Prospective employees applying for positions that require a commercial driver's license will be required to sign a consent form prior to taking the pre-employment drug screening. Prospective employees for positions that require a pre-employment physical will be required to sign a consent form prior to taking the pre-employment physical.

Each employee and prospective employee may also be required 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 Park District, in its sole discretion, under the circumstances.

If the medical facility recommends treatment, the Park District may, depending on the circumstances as determined in the sole discretion of the Park District, give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Park District and the 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 the treatment is recommended. The Park 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 Park District, which may include, but is not limited to, future alcohol and/or drug testing.

Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug must report the use of such legal drug to their immediate supervisor if the legal drug may cause drowsiness or if it may alter judgment, perception or reaction time. The employee must provide to the Park District documentation from the employee's doctor or pharmacist disclosing all potential side effects of the legal drug. The information will be retained by the Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether or not the employee may safely continue to perform the job while using the legal drug. Failure to disclose the use of such legal drugs may be cause for discipline up to and including dismissal.

Circumstances Under Which Testing Will be Performed:

1. Random Testing

All affected employees will be placed in pool from which random selections for testing will be made. Random testing will be for controlled substances and alcohol, only where job-related and consistent with business necessity.

2. Reasonable Suspicion Testing

When a supervisor has reason to believe that an employee has alcohol or controlled substances in their system they 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 are in agreement, the employee will be driven to the designated testing facility for alcohol or controlled substances testing as appropriate.

3. Post Accident Testing

An employee who is involved in an on-the-job accident which results in property damage or which requires medical treatment, may be required to take a medically approved test(s), to be given by authorized medical personnel, to determine whether the Park District's drug and alcohol policy has been violated.

4. Return to Duty Testing:

Employees who have not been in the random testing pool for more than 30 days (who have been on a leave of absence, for example) may be subject to alcohol or controlled substances testing upon their return to work.

5. Follow-up Testing

Any affected employee who has refused to test or who has tested positive for controlled substances or greater than 0.04 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. 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 of 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.

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 Park District, is convicted of a drug related crime, causes financial or physical damage to the Park 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 Park District's Personnel Manual. In addition to or in the alternative, depending on the circumstances as determined by the Park District in its sole discretion, the Park District may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the Park 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 Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions should job performance remain unsatisfactory.

In addition to the examples of misconduct that may subject an employee to disciplinary action contained in this Policy and the Manual, the Park 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 Park 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 the course of 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.

The Park District reserves the right to inspect packages, bags, briefcases, desks, lockers, automobiles, etc., where there is a reasonable belief that illegal drugs or alcohol may be present on Park District property. An employee's failure to cooperate with an investigation may result in disciplinary action, including but not limited to immediate discharge.

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

C. SMOKING

Employees are prohibited from smoking or using tobacco products on Park District property and while driving Park District vehicles.

D. SOLICITATIONS

In an effort to assure a productive and harmonious work environment, persons not employed by the Park District may not solicit or distribute literature in the work place at any time for any purpose.

The Park District recognizes that employees may have interests in events and organizations outside the work place. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on bulletin boards is prohibited. Bulletin boards are reserved for official organization communications.

E. SAFETY

Establishment and maintenance of a safe work environment is the shared responsibility of the employer and employees from all levels of the organization. The employer will attempt to do everything within its control to assure a safe environment and compliance with federal, state, and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. They are asked to immediately report any unsafe conditions to their supervisor. Employees at all levels of the organization are expected to report and/or correct unsafe conditions as promptly as possible.

All accidents that result in injury must be reported to the appropriate supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with laws and initiate insurance and workers' compensation procedures.

F. SECURITY INSPECTIONS

The Park District wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials for the protection of its employees and others with whom we do business and have contact, including members of the public. To this end, the employer prohibits the control, possession, transfer, sale, or use of such materials on its premises. The employer requires the cooperation of all employees in administering this policy.

In order to make sure that our policies and rules are being followed, it is necessary that we investigate possible violations of our policies, and inspect Park District premises and items on Park District premises.

Accordingly, the Park District reserves the right, when it determines it is appropriate, to conduct searches of persons (including employees) and their personal vehicles and belongings on District property, including desks, lockers, cars, packages, toolkits, bags and briefcases, as well as voice mail, computers, and computer software, e-mail, files, storage and other media. (Employees are reminded that desks, lockers, telephones, voice mail, tools, personal computers and computer media and other items supplied by the Park District are and remain District property.) Failure or refusal to consent to a search when requested by the Park District, or failure to cooperate fully in any investigation, may result in discipline, up to and including immediate discharge.

G. USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using such property, employees are expected to exercise care, ensure that required maintenance is performed, and follow all operating instructions, safety standards, and guidelines.

There will be no smoking while operating Park District vehicles.

Please notify a supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

All employees are required to follow the cell phone safety guidelines, as set forth in this Manual, while operating Park District equipment and vehicles.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, including discharge. While operating a Park District vehicle, drivers must obey all applicable safety and traffic laws, including using seatbelts and ensuring that all passengers use seatbelts at all times. Any violations of city and state motor vehicle rules and laws will be the responsibility of the employee to remedy in a timely fashion, including all parking tickets, moving violations, towing costs, and court costs incurred.

H. BLOGGING & SOCIAL MEDIA POLICY

In general, the Park District respects the right of employees to use social networking, personal websites and weblogs as a medium of self-expression. If you choose to identify yourself as a Park District employee and discuss matters related to our agency, staff or patrons on your website, weblog, or other online social network (i.e., Facebook, MySpace, YouTube, Second Life), please proceed with discretion. Although your website, weblog, or any other medium of online publishing may be a personal project conveying your individual expression, some people may nonetheless view you as a de facto spokesperson for the Park District.

Such activities at or outside of work may affect your job performance, the performance of others, staff morale, teamwork, and/or the reputation or business interests of our agency. In light of these possibilities, we ask that you observe the following guidelines:

1. Make it clear that the views you express are yours alone and that they do not necessarily reflect the views of the Park District. Only those employees officially designated by the Park District have the authorization to speak on behalf of the agency. To help reduce the potential for confusion, we suggest that you put the following notice -- or something similar -- in a reasonably prominent place on your site (e.g., at the bottom of your "about me" page): *The views expressed on this website/weblog/social network are mine alone and do not necessarily reflect the views of my employer.* Many bloggers and social network users put a similar disclaimer on their home page stating who they work for, and that they're not speaking officially. This is good practice, but may not have much legal effect. While it is not necessary to post this notice on every page, please use reasonable efforts to draw attention to it -- if at all possible, from the home page of your site.
2. Be careful to avoid disclosing any information that is confidential or proprietary to the agency (including patron identities, social security numbers and financial information), or to any third party that has disclosed information to us.
3. Since your site, blog or other posting is in a public space, be respectful to the Park District, our employees, our patrons, our partners and affiliates, and others. For example, refrain from engaging in any conduct that would not be acceptable in the workplace. Employees may not use social media to make false statements against or about the Park District, its employees, vendors, officers, patrons, or anyone

doing business with the Park District, or in a manner which violates the Park District's Equal Employment Opportunity Policy, Policy Against Harassment, or Employee Conduct And Work Rules.

4. You may provide a link from your site to the Park District website. However, you will require permission to use the Park District logo or reproduce any Park District material on your site.
5. When using Park District computers, you are subject to both the Park District Network and Internet Acceptable Use Policy.
6. One of the Park District's core values is "trust and personal responsibility in all relationships." As a public agency, the Park District trusts – and expects – staff to exercise personal responsibility whenever they participate in social media. Remember, what you publish will be around for a long time, so consider the content carefully.
7. Blogs, wikis, virtual worlds, social networks, or other tools hosted outside of the Park District's protected intranet environment should not be used for internal communications among fellow employees.
8. Remember that participation in personal social networking activities that can be characterized as non-work related and that are carried out during a time that you are scheduled to be working, interferes with your work duties and/or responsibilities and can be cause for appropriate disciplinary action up to and including termination.
9. Lastly, *use your best judgment*. Your actions both in and outside of the workplace reflect on your judgment, decision-making, professionalism, maturity, and commitment to the Park District. Ultimately, you have sole responsibility for what you post to your blog or publish in any form of online social media.

Notwithstanding any of the foregoing, nothing in this policy shall be construed to limit, in any way, your rights under any applicable federal, state or local laws, including the National Labor Relations Act. If you have any questions about these guidelines or any matter related to your site that these guidelines do not address, please direct them to the Superintendent of Finance.

I. CELL PHONE SAFETY GUIDELINES

- Use your cell phone only when parked or have a passenger use it.
- Never dial the phone or take notes while driving.
- If your phone rings while driving, let your voice mail take the call and listen to the message later when parked.
- Dial when the vehicle is stopped.

- Become familiar with the phone and available safety features such as one-button dialing and hands free operations.
- Make sure the phone is easy to see and reach.
- If you must answer your cell phone, let the person you are speaking to know you are driving; suspend the call until you can pull over.
- Do not engage in stressful or emotional conversations on your phone or with passengers in your car.

J. CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of this organization's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which this organization does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealing involving the organization.

The materials, products, designs, plans, ideas, and data of this organization are the property of the employer and should never be given to an outside firm or individual except with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible discharge.

K. DRIVER'S LICENSE

Although employees are not generally required to have a driver's license as a condition of their employment, any employee who may be expected to drive either his personal Vehicle or a Park District vehicle in the course of his or her normal duties will be required to have a valid driver's license with the proper classification for the vehicle(s) the employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter,

the Park District will request a driver's license abstract review from the Illinois Secretary of State's office.

L. EMPLOYEE POLITICAL ACTIVITY

Employees of the Park District serve all Park District patrons equally. The political opinions or affiliations of any patron shall in no way affect the amount or quality of service he receives from the Park District. An individual's political affiliation, preference or opinion will not in any way influence his appointment, retention, or promotion as a Park District employee.

No appointed Park District employee in the name of the Oak Lawn Park District shall take any active part in a political organization or in political campaigns on a local level other than to cast a vote in any election and to express privately his or her views and opinions as a citizen. Political activities in regard to state and national office are not prohibited, but such activities must be confined to non-working hours and not in the name of the Oak Lawn Park District.

Appointed employees of the Park District shall not, in the name of the Oak Lawn Park District, directly or indirectly, demand, solicit, collect or receive any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatsoever from fellow employees or from the general public.

Appointed employees of the Park District shall not in name of the Oak Lawn Park District contribute money to any candidate or political party except on a strictly personal voluntary basis.

M. APPLICATIONS ACCURACY

The Park District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data, regardless of when discovered, may result in the employer's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

N. CHANGE IN STATUS PROCEDURES

Layoff

The Executive Director shall have the right to layoff any employee when it is deemed necessary because of shortage of work or funds or other reasons.

1. Determination of those employees to be retained will generally be based on consideration of seniority along with job performance evaluation. Seniority is in most cases the controlling factor when job performance factors are substantially the same.
2. The Park District will make an effort to give an employee who has been laid off preference in filling positions that subsequently open for which he or she is qualified.

Promotion

As vacancies occur in positions other than those in the lowest pay schedules, the Park District may attempt to fill them through promotion of current employees. A promotion is defined as moving to a higher-level position either within the same department or in a different department. Promotions are given to the best-qualified applicants who possess the skills and abilities to meet the job requirement in the Park District's sole discretion. Wage adjustments are made according to the approved Wage Schedule and applicable policies. Employees are encouraged to discuss opportunities for promotion with their Supervisors.

Demotion

A demotion shall be defined as moving to a lower step within the current position's pay schedule or moving to a lower level position either within the same department or in a different department. Demotion of an employee may be made by the Executive Director upon recommendation of the Department Head for reason of the employee's failure to meet the requirements of his or her position or at the request of the employee for other legitimate reasons.

An employee may appeal a demotion following the procedures listed in this Manual.

Transfer

A transfer is defined as moving to a new position on the same level either within the same department or in a different department or moving to a different department while remaining in the same position. The Director, upon recommendation of the heads of affected departments, may make transfer of an employee on either a permanent or temporary basis. A transferred employee will be expected to conform to the working policies and procedures of the department to which he or she is transferred.

O. DISCIPLINARY ACTIONS

The tenure of all employees shall be contingent upon acceptable conduct and satisfactory performance of duties as determined by the Park District. Failure to meet acceptable standards of conduct and job performance will result in disciplinary action. This progressive disciplinary procedure is for the purpose of improving the behavior of an employee that may be detrimental or disruptive to the effective operation of his or her department and the Park District. This disciplinary procedure need not be followed under circumstances where the Executive Director believes that an employee's unsatisfactory behavior warrants accelerated disciplinary action up to and including discharge. Offenses warranting disciplinary action are listed under "Rules of Employee Conduct" in this Manual. This list is not all-inclusive.

Verbal Warning

A verbal warning is the first step in the disciplinary procedure. The immediate supervisor shall discuss the situation with the employee along with suggestions for correcting the problem. A discipline form marked "verbal" is used and a copy is placed in the employee's

personnel file. The verbal warning has an effective date of twelve (12) months, if not followed by any other discipline during that period.

Written Warning

A written warning may follow one or more verbal warnings issued to an employee for a repeated offense. Also, depending upon the severity of the act, a written warning can be issued without prior verbal warning. The immediate supervisor will generally discuss the problem and a warning of what discipline may follow, up to and including discharge. A copy of the Written Warning Form will be maintained in the employee's personnel file. The written warning has an effective date of twelve (12) months, if not followed by any other discipline during that period.

Suspension

The Department Head may suspend an employee without pay when lesser forms of disciplinary action have not corrected the employee's behavior. The employee may also be suspended for a first offense of a more serious nature. The suspension may be for a period not to exceed five (5) working days. Written notice of suspension including the reasons and extent will generally be forwarded to the Executive Director within twenty-four (24) hours of the action and placed in the employee's personnel file.

Discharge

The Executive Director or Department Head, upon recommendation of the supervisor, may discharge an employee when all other disciplinary steps have failed to correct the employee's behavior. Major infractions may dictate immediate discharge without progressive discipline. A written notice of discharge including effective date, time and stating the specific charges will be placed in the employee's personnel file. A final job performance evaluation stating the details of unsatisfactory performance will be completed as soon as possible.

VI. RULES OF EMPLOYEE CONDUCT

Experience has taught us that certain rules are necessary for the safety, well being, and productivity of our employees. The purpose of the rules is not to punish, but to encourage the harmony and cooperation we all need to do well. The best working conditions exist where all employees (including supervisors) conduct themselves with respect and consideration for themselves, their fellow employees, and the Park District.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such action will range from verbal and written warnings to termination. This means that as a general rule, you will be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

As you review the following rules, please keep in mind that it is not intended to be exhaustive. It is merely intended to provide you with examples of the types of conduct which may result in disciplinary action.

A. Committing any one of the following will normally result in **immediate termination** for the first offense:

1. Committing, attempting, or participating in theft or misappropriation of property belonging to the Park District, a patron, a visitor or an employee.
2. Abusing or removing any equipment, tools or materials from the Park District premises without proper authorization.
3. Being dishonest, lying, embezzling, or falsifying or altering Park District records or intentionally giving false information to anyone with a duty to prepare Park District records, no matter when discovered. (This includes giving false information on an employment application, timesheet or other forms.)
4. Destroying, damaging, sabotaging or hiding Park District, patron or employee property, or willfully or negligently wasting materials.
5. Making entries on another employee's timesheet, or allowing another person (other than a supervisor) to make entries on your timesheet, or tampering with any timesheet. Punching a time clock "in" or out" for another employee.
6. Carrying dangerous weapons or explosives while on Park District property.
7. Failing to cooperate in any investigation or search conducted by or on behalf of the Park District, or concealing or failing to report any violation of any Park District rule.
8. Failing to cooperate with or follow the directions of security personnel, or failing to follow prescribed security procedures, or encouraging others to do so.
9. Fighting on Park District property or assaulting or attempting to assault any employee or other person, or deliberately provoking or inciting another person to engage in an assault or fight.
10. Being convicted of a felony or other criminal act.
11. Engaging in immoral conduct or indecency.
12. Violating the Park District's Drug and Alcohol Policy.
13. Sleeping on the job.
14. Being negligent, which results in injury to persons, or damage to Park District or employee property.
15. Engaging in disorderly conduct.
16. Deliberately restricting work performance, concealing defective work, or encouraging others to do so.

17. Being insubordinate or disobedient, including refusing to promptly carry out a supervisor's work instruction or assignment, being rude to patrons or being disrespectful or physically or verbally abusive to a supervisor, employee, or patron.
18. Being absent for three (3) or more consecutive days without acceptable notice to the Park District or without good cause.
19. Refusing to work a reasonable amount of overtime when required.
20. Failing to return promptly from a leave of absence or vacation.
21. Misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.
22. Destroying Park District bulletin boards; posting or removing notices, signs, or writing in any form on bulletin boards or Park District property at any time without the specific authority of management.
23. Examining or reviewing Park District records or information without authorization.
24. Violating the Park District's Harassment or Equal Employment Opportunity Policies.
25. Accessing files without authorization, or unauthorized copying or removal of files, disks, tapes, programs or hardware.
26. Using or duplicating Park District keys without prior authorization.
27. Using Park District property without authority.

B. Violation of the following rules will generally result in **progressive discipline**, typically a verbal or written warning for the first and/or second offense, a final warning with or without a suspension of one or more days for the second or third offense, and termination for the third or fourth offense. Offenses need not be the same or similar to result in progressive discipline. In some cases, depending on the nature of the offense and the particular circumstances, more severe and/or more rapid discipline may result.

1. Operating or using machines, tools or equipment (including office machines, computers and software) in an unauthorized manner, or changing feeds or speeds without authorization.
2. Removing or adjusting safety devices without authorization of the supervisor.
3. Eating, drinking, cooking or preparing food outside the designated eating areas.

4. Failing to follow work rules, housekeeping and safety procedures or policies, including but not limited to the failure to properly maintain equipment and the failure to report any accident, injury or illness, no matter how slight. (This also includes failure to report any injury of any other individual, where the employee witnessed or was involved in the injury or accident.)
5. Failing to maintain satisfactory work performance.
6. Interfering with other employees on the job.
7. Engaging in horseplay.
8. Being excessively tardy or absent.
9. Smoking or using an open flame in unauthorized locations.
10. Overstaying scheduled break periods; excessive breaks; engaging in personal business during work time.
11. Failing to notify the Park District as far in advance as possible of an absence, or failing to call in when not reporting for work prior to the scheduled shift. (Includes but is not limited to personal time such as jury duty, court appearances, visits to doctors, etc.)
12. Failing to report immediately any work-related accident, injury, illness, unsafe condition(s), defective equipment or damage to Park District property, no matter how slight.
13. Making or receiving excessive or lengthy personal phone calls during scheduled work time.
14. Violating the No-Solicitation/No-Distribution Policy.
15. Failing to be at work, ready to begin work at designated starting time.
16. Failing to record your timesheet in or out.
17. Any other conduct deemed harmful to the Park District and/or its employees.

VII. MISCELLANEOUS POLICIES

A. EMPLOYMENT REFERENCE CHECKS

All inquiries for references should be referred to the Business Office. The Business Office will respond only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

B. GRIEVANCE AND DISCIPLINARY ACTION APPEAL

An employee who has any grievance concerning work conditions, job classifications, salary, disciplinary action or any other matter related to his job shall have the right to have the decision reviewed by using the following procedures:

1. The employee should first discuss his or her grievance with his immediate supervisor in an attempt to resolve the problem.
2. If his or her grievance is not so resolved, the employee may appeal the grievance in writing to the Department Head within five (5) working days of the previous discussion. The Department Head will investigate all sides of the grievance and notify the employee of his or her decision and the reasons therefore typically within ten (10) working days of the appeal.
3. If the grievance is not so resolved, the employee may appeal it in writing to the Executive Director within five (5) working days of the previous notification. The Executive Director will investigate all sides of the grievance and notify the employee in writing of his or her decision and the reasons therefore typically within ten (10) working days of the appeal. The highest level of appeal is the Director. No appeals may be made to the Board of Commissioners because the Board is not involved in the hiring or firing process.
4. If the employee requests a meeting with the Department Head or Director, the meeting must take place within ten (10) working days of the requested meeting date. If the Grievant requests a postponement of the meeting date, only one such postponement will be granted, barring exceptional circumstances as determined by the Park District. If the requested meeting has not taken place within the guidelines set by this policy, then the matter will be considered closed and no further grievances based upon the same circumstances may be filed.
5. In the case of reports or complaints of unlawful discrimination or harassment employees may go directly to the Executive Director. Employees are encouraged to report to their immediate supervisor in cases of unlawful discrimination or harassment but may go to any level of management or the Board of Commissioners.

C. LOSS PREVENTION AWARD PROGRAM

The Loss Prevention Program is designed to confidentially recognize honest employees who disapprove of and report dishonest behavior by other employees.

The program is open to all employees of the Park District except Loss Prevention employees.

If an employee reports an act of theft or fraud committed by another employee which is found to be substantiated the employee reporting the matter will be eligible to receive a cash award of at least \$1,000 or 10% of the value of the recovery, not to exceed \$1,000.00.

Information can be reported in any one of three ways:

- Directly to a Location Manager or Loss Prevention Personnel
- As a “silent witness” (anonymous) through the mail.
- As a “silent witness” via the “Silent Witness Hotline” (708) 499-0998.

The identity of the reporter will be kept confidential to the extent possible.

D. MODIFIED DUTY POLICY

The Park District is committed to providing employees with every reasonable opportunity to maintain career and employment status and benefits. To that end, we have developed a modified duty program for employees who have sustained work-related injuries or illnesses.

The feasibility of modified duty will be determined on a case-by case basis, taking several factors into consideration, including but not limited to the specific physical or mental impairment, the essential functions of the job, the work environment and the ability of the Park District to provide accommodation.

E. NEPOTISM

Immediate family members of current elected commissioners, the Director, and department heads may not be employed for any job within the Park District.

Immediate family members of all other full-time employees may not be employed for any full-time, part-time, or short-term job within the same department of the Park District.

The Executive Director under special circumstances may waive this policy for employees who marry after becoming employed by the Park District. For the purpose of this section, immediate family members are defined as the employee’s or the employee’s spouse’s mother, father, husband, wife, children, brother, sister, grandparents, or grandchildren. Under no circumstances should immediate family members have a reporting relationship.

F. OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with this organization. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the employer’s scheduling demands, regardless of any existing outside work requirements.

If the employer determines that an employee’s outside work interferes with performance or the ability to meet the requirements of this organization as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with this organization.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on this organization.

G. RESIGNATIONS

In order to resign from a position with the Park District in good standing, an employee should submit a written resignation notice to his or her immediate supervisor at least fourteen days prior to the actual date when the employee wishes to leave employment. Failure to provide a resignation notice at least fourteen days in advance will be noted in the personnel record of that employee. The supervisory personnel involved shall report a written notice of resignation immediately to the Executive Director.

H. RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all property of the employer that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. Where permitted by applicable laws, the employer may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The employer may also take all action deemed appropriate to recover or protect its property.

I. TIP REPORTING POLICY

Stony Creek Golf Course employees who receive \$20.00 or more per month in tips must report those tips to the Park District by submitting a Tip Sheet before each pay period.

Any violation of this policy and may subject you to discipline, up to and including discharge.

VIII. CERTIFICATE OF RECEIPT

I acknowledge that I have received and have had an opportunity to read a copy of the Oak Lawn Park District Personnel Manual. I understand that this Manual is solely for the purpose of summarizing the Park District’s current policies, benefits and rules, that it is not a contract or enforceable promise or guarantee of any kind, whether of employment or of any specific terms or conditions of employment or procedural rights, and that any or all portions of this Manual may be amended or eliminated from time to time without advance notice. I understand that my employment with the Park District is at-will, and can be terminated either by me or by the Park District at any time, for any reason, with or without notice.

Date

Employee’s Signature

Date

Witness Signature