



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, February 08, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

[1.](#) Motion to approve minutes from December 14, 2022 and January 11, 2023

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

OLD BUSINESS

[2.](#) Motion to discuss personnel handbook

NEW BUSINESS

- [3.](#) Motion to discuss/approve **Resolution 2023-04** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Pyrotecnico Fireworks, Inc. for fireworks display services
- [4.](#) Motion to discuss/approve **Ordinance 2023-02** an ordinance of the Village of Poplar Grove amending Section 2-2-4 of the Village of Poplar Grove Code of Ordinances regarding Liquor License Classifications, Fees Number Issued (increasing the number of Class C licenses issued)
5. Motion to discuss setting FY 24 Budget Workshop Schedule

6. Motion to discuss Village Attorney expenses, fees, and hourly billing to date for the Poplar Grove Electoral Board Hearings and projected billing, fees, and expenses going forward.

GOOD OF THE VILLAGE

Board of Trustees - February 15, 2023 7:00 pm

Board of Trustees - March 8, 2023 7:00 pm

Board of Trustees - March 15, 2023 - 7:00 pm

ADJOURNMENT (Voice Vote)

KJA 02/06/2023



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, January 11, 2023 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order by President Don Sattler at 7:00pm

ROLL CALL

PRESENT

President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Ron Quimby
Trustee Jeff Goings
Trustee Ed Wethington
Trustee Dan Cheek
Trustee Betsy Straw
Clerk Karri Anderberg
Attorney Dave Kurlinkus
Treasurer Carina Boyd
Public Works Director David Howe
Engineer Chris Dopkins

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

Motion made by Trustee Goings, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

APPROVAL OF AGENDA (Voice Vote)

Motion made by Trustee Goings, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

APPROVAL OF MINUTES (Voice Vote)

- 1. Motion to approve minutes from December 14, 2022
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek to hold over the minutes until January 18, 2023 for attorney review
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

no public comment

OLD BUSINESS

- 2. Motion to discuss/approve **Resolution 2022-43** a Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a sewer connection agreement with concept development partners
Motion made by Trustee Cheek, Seconded by Finance Chairman Miller.

Trustee Goings asked if staff had come up with any answers to the questions from last time. Engineer Dopkins stated he would have some answers at the next meeting but did not have any at this time.

Motion made by Trustee Goings, Seconded by Finance Chairman Miller to lay over the until February 15, 2023.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

NEW BUSINESS

- 3. Motion to discuss/approve **Resolution 2023-01** a resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute an agreement with Zoo Are Us, INC. for petting zoo services policies and preparation contract part 2
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

4. Motion to discuss/approve **Ordinance 2023-01** an ordinance of the Village of Poplar Grove, Illinois amending title 1 Chapter 5 Section 1-5-1 of the Village of Poplar Grove code of ordinances regarding meeting of the Village Board of Trustees
 Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
 Trustee Straw asked if D could read the Village President or Any Village Trustee may place an item on the meeting agenda for a Village Board meeting by timely transmitting the agenda item to the Village Clerk, Chairman and Village President.
 Clerk Anderberg asked to keep in mind of the 48 hour rule. Agenda days are currently Monday and asked to please submit any items before then. Also please keep in mind of staff time. If the agenda item is going to take a lot of staff time to prepare, Clerks office will have to put the agenda item on a later agenda.
 Trustees and village President agreed that would be ok.
 Trustee Quimby would like to strike G. States we are all adults and we can keep things short.

Motion made by Finance Chairman Miller, Seconded by Trustee Straw to amend D as requested and Strike G.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw

5. Discussion on Public Works Building Bids
 Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
 Engineer Dopkins and Public Works Director Howe explained the bids and what the next steps are. Dopkins stated official approval will be on the January 18, 2023 agenda.

GOOD OF THE VILLAGE

Board of Trustee Meeting January 18, 2023 7:00pm

Board of Trustee Meeting February 8, 2023 7:00pm

Board of Trustee Meeting February 15, 2023 7:00pm

ADJOURNMENT (Voice Vote)

KJA 01/09/2023

Motion made by Finance Chairman Miller, Seconded by Trustee Straw.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Goings, Trustee Wethington, Trustee Cheek, Trustee Straw
 meeting adjourned at 7:58pm



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, December 14, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

President Sattler called the meeting to order at 7:01 pm.

ROLL CALL

PRESENT

President Don Sattler
 Finance Chairman Eric Miller
 Admin Chairman Ron Quimby
 Trustee Ed Wethington
 Trustee Dan Cheek
 Trustee Betsy Straw
 Attorney Dave Kurlinkus
 Treasurer Carina Boyd
 Deputy Clerk Katie Jaster

ABSENT

Trustee Jeff Goings

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

Motion made by Finance Chairman Miller to approve phone participation of Trustee Wethington and Trustee Quimby, Seconded by Trustee Cheek.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek, Trustee Straw

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek, Trustee Straw

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the November 1, 2022 special meeting
Motion made by Trustee Cheek, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington,
Trustee Cheek, Trustee Straw

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

No comment.

OLD BUSINESS

2. Discussion on possible employee handbook changes
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Trustee Miller spoke on the benefits these changes would have on all staff. Further discussion amongst Trustees and President. Trustees asked Attorney Kurlinkus to change some verbiage for clarification and add a few additional items for the next Village Board meeting.

NEW BUSINESS

3. Discuss/approve **Ordinance 2022-20** an ordinance abating the tax heretofore levied for the year 2022 to pay debt service on the general obligation refunding bonds (alternate revenue source), Series 2021A and General obligation refunding bonds (alternate revenue source), series 2012B, of the Village of Poplar Grove, Boone County, Illinois
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington,
Trustee Cheek, Trustee Straw
4. Discuss/approve **Ordinance 2022-21** an ordinance abating the tax heretofore levied for the year 2022 to pay debt service on the general obligation refunding bonds (alternate revenue source), Series 2015, of the Village of Poplar Grove, Boone County, Illinois
Motion made by Finance Chairman Miller, Seconded by Trustee Wethington.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington,
Trustee Cheek, Trustee Straw
5. Discuss/approve **Ordinance 2022-22** an ordinance abating the tax heretofore levied for the year 2022 to pay debt service on the general obligation refunding bonds (alternate revenue source), Series 2015B, of the Village of Poplar Grove, Boone County, Illinois
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington,

Trustee Cheek, Trustee Straw

6. Discuss/approve **Resolution 2022-44** a resolution of the Village of Poplar Grove, Illinois to approve the meeting schedule for Village Board meetings for 2023
Motion made by Trustee Wethington, Seconded by Finance Chairman Miller.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek, Trustee Straw

7. Report on the Growth of the village over the past decade. Staff, Population, Benefits, Salaries
Motion by President Sattler, Seconded by Trustee Cheek.
Attorney Kurlinkus and Treasurer Carina Boyd spoke about the financial background of growth from 2012 to current.
Discussion amongst Board members on the findings and growth of the Village from 2012 to current.

8. Discussion on committee of the whole date for "when is a permit required" document
Motion by President Sattler, Seconded by Finance Chairman Miller.
President Sattler was directed by Trustees to reach out to Seth Sommers and see when he is available for a separate Committee of the Whole meeting for "when a permit is not required".

9. Reconsideration of Village President veto **Resolution 2022-39** appointment and authorization of a Trustee to execute an Intergovernmental Agreement with Belvidere Township Park District in the absence of Village President signature
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Discussion amongst Trustees about a letter they received from the Belvidere Township Park District attorney prior to entering the Village Board meeting.
President Sattler interrupted Trustee Miller to speak on the children of Prairie Green subdivision, Plat designs, and comprehensive plans. President Sattler did not have the floor to speak but continued in his comments.
Trustee Quimby called the question. Trustee Quimby did not have the floor to speak. President Sattler declined the call the question. Trustee Miller, who originally had the floor before being interrupted, then reiterated calling the question. President Sattler expressed an opinion to Attorney Kurlinkus about Robert Rules of Order. President Sattler stated "we have been doing Robert Rules of Order wrong this whole time." Deputy Clerk Katie Jaster then proceeded to call a Roll Call vote as President Sattler continued with his comments without yielding to the vote.
Roll call vote for call the Question:
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek
Voting Nay: Trustee Straw

Roll call vote for approving **Resolution 2022-39**:

Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington,

Trustee Cheek
Voting Nay: Trustee Straw

- 10. Motion to approve **Resolution 2022-39** appointment and authorization of a Trustee to execute an Intergovernmental Agreement with Belvidere Township Park District in the absence of Village President signature
 Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
 Trustee Straw commented that in the recent letter received that the Belvidere Township Park District would like the Village to fix some unidentified issues before approving any agreement with the Village. Trustee Miller stated that up until the day of this meeting, the Village was under the impression that Belvidere Township Park District was in full support of the Village's proposal of Mansfield Park.
 President Sattler read the Belvidere Township Park District attorney's letter again.
 Discussion amongst Trustees regarding the communication issues between the Village and Belvidere Township.
 President Sattler disagreed with Village Trustees on the park proposal. President Sattler commented that the Village is violating its are breaking our comprehensive plan, zoning map, and CCR's. President Sattler repeatedly stated that the Village was in violation of the Village zoning map comprehensive plat, and the designs of the CCR's.
 President Sattler began raising his voice. Attorney Kurlinkus asked President Sattler to settle down, and President Sattler verbally refused.
 Trustee Quimby called the question but withdrew when all Trustees agreed to end discussion instead and proceed to a roll call vote on the Resolution.
 Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek
 Voting Nay: Trustee Straw

GOOD OF THE VILLAGE

Village Board of Trustee Meeting December 21, 2022 - 7:00pm
Village Hall Closed for Christmas December 23-26, 2022, 2022
Village Hall Closed for New Years December 30, 2022-January 02, 2023
 Village Board of Trustee Meeting January 11, 2023 - 7:00pm
 Village board of Trustee Meeting January 18, 2023 - 7:00pm

ADJOURNMENT (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by President Sattler.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Wethington, Trustee Cheek, Trustee Straw

KJ 01/03/2023

Personnel Handbook



POPLAR GROVE

**Village of Poplar Grove
200 Hill Street, P.O. Box 1
Poplar Grove, IL 61065
(815) 765-3201**

www.villageofpoplargo.com

Adopted 3-14-2016
Amended 6-15-2020

Dear Employee,

It is our pleasure to welcome you to the Village of Poplar Grove. You are joining a team of individuals who are committed to providing excellent public service to the residents of Poplar Grove. The Village of Poplar Grove's progress and growth depends on employees who take responsibility for the community and its success. Continuing the Village's tradition as a community that takes pride in its accomplishments, depends on your contribution as an employee.

You are now part of an active and progressive municipal government. You must set the example for your fellow citizens and co-workers. We are continually working to make Poplar Grove a more enjoyable and attractive place to live. Your personal contribution is required to make our Village government responsive and efficient for the residents and your co-workers. You are expected to carry out your responsibilities and to follow all Village ordinances, policies, and Departmental rules and procedures as they relate to you and to your job.

Our primary function is to provide service. You are a very important person to the residents and your co-workers. The effectiveness of our organization depends upon each employee. Our combined efforts will results in a well-run, efficient Village government.

A special "thank you" to the existing employees for your hard work and commitment to the Village and the community. The Village appreciates and values the longevity and dedication of its employees.

It is our hope that this manual will assist you in locating many of the benefits and policies that make your job easier and more satisfying. This manual is not an official rulebook, employment contract or legal document. It is an introduction and general guide designed to help you make a smooth adjustment to your job.

Sincerely,

[Don Sattler](#)
Village President

Formatted: Font: Bold

DISCLAIMER

THIS HANDBOOK IS NOT A CONTRACT AND DOES NOT CREATE ANY RIGHTS TO EMPLOYMENT WITH THE VILLAGE OF POPLAR GROVE.

ALL EMPLOYEES WHO ARE NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT ARE CONSIDERED EMPLOYEES AT-WILL WHO MAY BE DISCHARGED AT ANY TIME WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

THE VILLAGE RESERVES THE RIGHT TO ALTER, AMEND, AND/OR MODIFY ALL OR ANY PART OF THIS MANUAL AT ANY TIME, WITH OR WITHOUT NOTICE.

IN THE EVENT OF A CONFLICT BETWEEN THIS HANDBOOK AND THE ORDINANCES OF THE VILLAGE OF POPLAR GROVE OR AN APPLICABLE COLLECTIVE BARGAINING AGREEMENT, THE APPLICABLE ORDINANCE AND/OR APPLICABLE AGREEMENT SHALL PREVAIL.

THIS HANDBOOK IS INTENDED TO PROVIDE ONLY A GENERAL OVERVIEW OF SOME OF THE PRIMARY ASPECTS OF EMPLOYMENT WITH THE VILLAGE OF POPLAR GROVE.

IT IS NOT INTENDED TO BE AN EXHAUSTIVE DESCRIPTION OF APPLICABLE EMPLOYMENT POLICIES, AND THE VILLAGE RESERVES THE RIGHT TO ADDRESS SPECIFIC SITUATIONS ON AN INDIVIDUAL CASE BY CASE BASIS.

ANY QUESTIONS OR CONCERNS ABOUT THIS HANDBOOK OR ABOUT ANY ASPECT OF EMPLOYMENT SHOULD BE BROUGHT TO THE DEPARTMENT HEAD.

THIS HANDBOOK SUPERSEDES ALL OTHER PREVIOUS MANUALS/HANDBOOKS FOR THE VILLAGE OF POPLAR GROVE.

Mission and Value Statement

The Village of Poplar Grove is ideal for families looking for the advantages of rural small town living and convenience of access to transportation options at I-39, I-90, Hwy. 76, and Hwy. 173. Poplar Grove residents enjoy the countryside living environment, while having convenient access.

The Village of Poplar Grove serves the needs of its residents and business community by providing responsive and efficient municipal services. Through focused efforts by its elected officials, the Village strives to provide a fair system of governance for its residents and visitors in a fiscally responsible manner.

Equal Opportunity

It is the policy and practice of the Village of Poplar Grove to recruit, hire, train and promote employees without discrimination on the basis of race, religion, color, political affiliation, physical or mental disability, national origin, sex, marital status, age, sexual orientation, gender identification, or membership or non-membership in any employee association or any other non-job related characteristic.

Form of Government

The Village operates under the President-Trustee form of government. The President and Trustees are all elected "at large". Together, the President and Trustees serve as the policy-making body of the Village. They perform functions that include passing resolutions and ordinances, approving the expenditure of money, levying taxes, approving subdivisions, zoning and other land use regulations, and generally deciding on important issues that affect the Village.

The President, with the consent and approval of the Village Board, appoint Department Heads to direct the activities of the respective operating departments. Department Heads report to the Village President, who in turn reports to the Village Board. The Village President is responsible for the implementation of Village Board Policy.

The President with advice and consent of the Trustees appoint members of various Commissions to assist in the operation of Village government.

Village of Poplar Grove Organizational Chart

INDEX

Article 1: General Information

1.1 Purpose of Personnel Handbook	7
1.2 Open Door	7
1.3 Definitions	7

Article 2: General Employment Conditions

2.1 Driver's License Obligation	8
2.2 Probationary Period	8
2.3 Nepotism – Employment of Relatives	9
2.4 Civil Litigation	9
2.5 Personnel Files	9
2.6 Personal Information	9
2.7 Performance Evaluations	10
2.8 Employment Separation	10
2.9 Exit Interviews	10
2.10 Grievance Procedures	10

Article 3: Hours of Work and Work Schedules

3.1 Hours of Work	11
3.2 Lunch and Rest Periods	11
3.3 Overtime	11
3.4 Compensatory Time	11
3.5 Attendance and Absenteeism	12
3.6 Modified Work Duty	12

Article 4: Employee Conduct

4.1 Rules of Conduct/Code of Ethics	12
4.2 Personal Appearance, Professional Image and Conduct	12
4.3 Gifts and Gratuities	13
4.4 Work Area Housekeeping	13
4.5 Use of Village Equipment, Vehicles, and Supplies	13
4.6 Confidentiality	13
4.7 Media Contact	13
4.8 Social Media, Blogs, Internet, and Electronic Mail	13
4.9 Harassment	14
4.10 Drugs and Alcohol	14
4.11 Tobacco Usage	19
4.12 Concealed Carry	19
4.13 Hands Free/Cell Phone Driving Ban	19
4.14 Prohibition on Sexual Harassment	20
4.15 Workplace Violence Policy	23
4.16 Weapons Policy	24
4.17 Americans With Disabilities Act (ADA) Policy	27
4.18 Pregnancy Accommodation Policy	28

Article 5: Compensation

5.1 Payroll	29
-------------	----

5.2 Wage Garnishments	29
Article 6: Employee Benefits and Services	
6.1 Health, Dental, and Vision Insurance	29
6.2 Health and Dental Insurance at Termination	30
6.3 Life Insurance	30
6.4 Illinois Municipal Retirement Fund (IMRF)	30
6.5 Vacation for Full Time Employees	31
6.6 Holidays	31
6.7 Sick Time	32
6.8 Telecommuting Policy	33
Article 7: Retiree Benefits and Services	
7.1 Illinois Municipal Retirement Fund (IMRF) Pension Upon Retirement	34
Article 8: Professional Development	
8.1 Training and Career Opportunities	34
8.2 Travel and Expense Reimbursement	34
8.3 General Expenses	34
Article 9: Approved Leaves of Absence	
9.1 Bereavement Leave	35
9.2 Jury Duty	35
9.3 Military Leave	36
9.4 Leave of Absence	36
9.5 Family Medical Leave	36
9.6 School Visitation	36
9.7 Voting Leave	36
Article 10: Safety and Security	
10.1 Safety	37
10.2 Occupational Injuries	37
10.3 Personal Protective Equipment (PPE)	37
Article 11: Disciplinary Action	
11.1 Disciplinary Action	38
Appendix A: Personnel Manual Acknowledgement	

Article 1: General Information

1.1 Purpose of Personnel Handbook

The Village of Poplar Grove ("Village") Personnel handbook ("handbook") contains the general operating practices and procedures pertaining to employment with the Village. While this handbook is not all inclusive, its purpose is to provide guidelines for supervisory personnel and staff relating to employment matters. This Personnel Handbook would be too voluminous if it attempted to list all applicable state and federal personnel related laws and policies. Employees are required to adhere to all local, state and federal laws regarding personnel that are not specifically mentioned in this Personnel Handbook. All provisions within the handbook are subject to change at any time, with approval of the Village Board, without prior notice. The Village retains all rights to manage and direct the affairs of the Village and its employees as deemed necessary in order to accomplish the Village objectives in an economical and efficient manner.

This handbook applies to all full-time, part-time, seasonal, interns, contractual and/or other employees of the Village.

Nothing in the Village's Personnel Handbook is intended to, or shall, create any contractual obligations of any kind. No policy, benefit, procedure or information set forth in the manual implies or may be construed to imply that it or any portion thereof is an employment contract. Employment with the Village is at-will and may be terminated by the Village with or without cause and with or without notice at any time, at the sole and absolute discretion of the Village. The Village of Poplar Grove is an equal employment opportunity employer.

To the extent that a collective bargaining agreement with any group of employees of the Village is more or less restrictive than the provisions of this personnel handbook, the provisions of such collective bargaining agreement shall control.

No representative, employee or agent has the authority to make any agreement contrary to the provisions of this document, except the Village Board, and then, only in writing. Final approval of this handbook and any subsequent amendments will be determined by the Village Board. The Village President or designee is responsible for administering and interpreting the personnel practices of the Village.

1.2 Open Door

The Village of Poplar Grove promotes an atmosphere whereby employees can speak freely with members of management staff without fear of retribution. An employee is encouraged to discuss any issues or problems openly with a supervisor to ensure that appropriate action may be taken.

1.3 Definitions

Exempt Employee: is an employee who does not receive overtime compensation for hours worked in excess of forty (40) hours per week. An employee in this category is paid, at fixed and regular intervals, on the basis of an annual salary. In accordance with the Federal and State Wage and Hour Laws, exempt employees include managerial,

professional and certain administrative employees as defined in the **Fair Labor Standards Act (FLSA)**. Exempt employees may enjoy a flexible work schedule within the needs of the Department Supervisor's guidelines and with the approval of the Village President or designee. However, exempt employees are expected to work whatever additional time is needed to complete their work.

Non-Exempt Employee is an employee who has successfully completed the probationary period, and to whom the Village is required to pay overtime at the rate of time and one-half the employee's regular rate of pay for all hours in a workweek in excess of forty (40) hours in accordance with the applicable Federal and State Wage Hour Laws.

Full-Time Employee is any department employee who has successfully completed the probationary period, and who regardless of designation in his or her employing department, is regularly scheduled to work forty (40) hour work week.

Permanent Part-Time Employee is an employee, who has successfully completed the probationary period, is assigned to a position that is regular in nature and works a shift schedule less than 1,000 hours per year.

Seasonal Part-Time Employee is an employee, who has successfully completed the probationary period, other than permanent part-time employee, who is regularly scheduled to work less than thirty-five (35) hours per week and less than 1,000 hours per year.

Article 2: General Employment Conditions

2.1 Driver's License Obligation

Any employee whose job includes operating a Village vehicle must maintain an appropriate Driver's License and must inform his/her supervisor in the event of loss of said license, receipt of a moving violation or restriction of said license. The Village reserves the right to take appropriate action in the event the employee becomes, in the opinion of the Village, no longer qualified to operate a Village vehicle. All employees must sign an appropriate acknowledgment form authorizing the Village to obtain a certified copy of a drivers abstract upon request.

2.2 Probationary Period

The probationary period is utilized to observe an employee's work, to evaluate the employee's skills, to train the employee and/or terminate an employee whose work performance fails to meet required work standards. Generally, an employee's probationary period lasts for a period of 90 days unless otherwise specified in a collective bargaining agreement, or as adjusted by the Village President.

Probationary periods may be extended or reduced at the discretion of the supervisor and the approval of the Village President.

2.3 Nepotism - Employment of Relatives

The Village does not allow the hiring or promotion of any employee which creates a situation whereby an employee would be supervised by, or under the immediate supervision of a relative.

For purposes of this section, members of the immediate family, with the exception of those hired prior to the approval of this document, may include: spouse, mother, father, sister (step, half), brother (step, half), children (birth, step, adopted), mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, grandchildren and any relative currently living with the employee. However, members of the same immediate family are not precluded from applying for positions within the Village.

2.4 Civil Litigation

Any employee of the Village who receives a summons, notice or complaint alleging a claim or cause of action arising as a result of the performance of his/her official duties as an employee of the Village shall immediately notify and furnish to his/her department head a copy of said summons, notice or complaint.

Following discussions with the Village President, the summons and complaint shall thereafter be forwarded to the Village's liability insurance carrier. The Village's insurance carrier shall make a determination if it will undertake the defense of the employee and provide coverage for any damages resulting from the claim or cause of action under the terms of the Village's policy. Should the alleged claim not result in a circumstance included in the Village's coverage, then the Village President shall determine whether the claim or cause of action did, in fact, arise as the result of legitimate and reasonable performance of work related duties.

2.5 Personnel Files

The Village complies with the provisions set forth in the Personnel Record Review Act 820ILCS 40/1 et.seq. Village Clerk is responsible for establishing and maintaining the official personnel files of the Village. Employees may inspect and copy their own personnel files, but may not remove documents. Personnel file inspections must be requested in advance and will be scheduled at a mutually convenient time as deemed appropriate. The Village reserves the right to be present at the time an employee reviews his/her personnel file.

Only supervisory and management employees who have a legitimate employment-related reason may review another employee's personnel file. Employees reviewing any personnel file should consider the material to be confidential. All inspections of personnel files must be approved by the Village President.

2.6 Personal Information

It is the employee's responsibility to notify the Payroll Department in a timely manner of any changes in personal information such as: name, mailing address, emergency contact and telephone number. In addition, for the purpose of health insurance administration, an employee's dependents and other related information must be kept current.

2.7 Performance Evaluations

Annual Reviews: All employees will be evaluated at least annually by his/her immediate supervisor. The primary purpose of the employee performance evaluation is to foster communication between the employee and his/her supervisor. Evaluations may also be used in determining demotions, discharges and/or eligibility for promotions and/or merit pay.

Probationary Review: The Village requires all new employees to undergo evaluations. Evaluations are conducted to ensure that new employees are learning, and also meeting objectives and expectations in a timely manner. An employee who has completed his/her probationary period will be evaluated annually.

2.8 Employment Separation

Termination of employment as a result of resignation, retirement, expiration of employment contract, reduction in workforce or discharge requires completion of a separation process. This process provides the eligible employee and/or deceased designee with important information regarding health insurance and reimbursement of retirement contributions.

The employee's final paycheck will not be released to the employee until all Village equipment (vehicle keys, employee identification cards, safety equipment, records, etc.) has been returned to or accounted for by the affected department.

2.9 Exit Interviews

The Village encourages employees to participate in the exit interview process conducted by Village President. The interview provides employees with an opportunity to discuss their work experience and to comment on the strengths and weaknesses within both their department and the Village. It is also used to facilitate the return of Village property. Information obtained during the exit interview will not become part of the employee's personnel file.

2.10 Grievance Procedures

The grievance procedure is open to any employee who believes the treatment he/she receives on the job is inequitable or unfair. Bargaining unit employees shall utilize the grievance procedure contained in their respective collective bargaining agreement.

A grievance may be filed by following the steps outlined below:

1. Discuss grievance with an immediate supervisor within two working days of the incident. No grievance will be honored if it is not filed within two days of occurrence. If the supervisor does not reply within three (3) days, or if an employee is dissatisfied with the response of his/her supervisor, he/she may initiate the next step.

2. The grievance must be put into writing and submitted to the Village President within five (5) working days of the supervisor's decision in Step 1. If the Village President does not respond within five (5) work days, it is considered "grievance denied". The employee may initiate Step 3 after this step.

3. If the employee is dissatisfied with Village President's decision, he/she may submit a written request for a final determination to the Village Board within five (5) working days of receipt of the Village President's response or denial, the Village Board will review in detail and give a binding written response within ten (10) working days of his receipt of the grievance.

Article 3: Hours of Work and Work Schedules

3.1 Hours of Work

The Village renders service 24 hours a day, seven days a week. As a consequence, the daily hours of work and the workweek of Village employees may vary according to the services rendered by the particular department. Work schedules shall be established by the Village President, and any deviation from the established hours of work must be approved. Village Hall offices are open Monday through Friday from 8:30AM until 4:30PM.

3.2 Lunch and Rest Periods

Unless otherwise referred to in a covered employees' Collective Bargaining Agreement, every employee is granted 2 fifteen (15) minute rest periods for an eight (8) hour workday. The scheduling of those rest periods should not interrupt work operations.

Employees are additionally granted a thirty (30) minute unpaid lunch period for their eight (8) hour workday.

Lunch and break periods will be scheduled to ensure adequate coverage for the department to assist the general public.

3.3 Overtime

All non-exempt employees, as defined by the Fair Labor Standards Act (FLSA) will receive pay at one and one-half their regular rate for all actual work performed in excess of forty (40) hours per week. In accordance with the FLSA, compensated leave time, including sick, vacation leave, compensatory time, and bereavement time, are not included in the computation of the hours worked for purposes of overtime pay. Overtime shall only be authorized by the Department Head. Only actual time worked is counted toward the calculation of overtime. Bargaining unit employees should reference their agreement.

3.4 Compensatory Time

Under the Code of Federal Regulations Title 29, Section 553.22 compensatory time (comp-time) and comp time off are interchangeable terms under the Fair Labor Standards Act. Comp time off is paid time off that is earned and accrued by an employee in lieu of immediate cash payment for employment in excess of the statutory hours for which overtime compensation is required by Section 7 of the FLSA.

Unless otherwise referred to in a covered employees' Collective Bargaining Agreement, compensatory time will be allowed to accumulate up to a maximum of 80 hours. No

more than 40 hours, shall be authorized by the Village President, to be carried over from one calendar year to the next.

3.5 Attendance and Absenteeism

Regular and predictable attendance is an essential function of every position of employment in the Village of Poplar Grove. Village employees are required to report to a designated place of work punctually and to work all regularly scheduled hours established by the department. When employees give notification of their inability to report for work, tardiness or need to leave early, they must speak directly to their supervisor. Notice must be received at least one hour prior to the employees scheduled start time.

3.6 Modified Work Duty

The Village may, at its discretion, assign an employee to an available modified work duty position while the employee is recovering from an illness or injury. However, the Village is not required to provide modified duty to any employee.

Article 4: Employee Conduct

4.1 Rules of Conduct/Code of Ethics

Employees of the Village must adhere to the following standards:

1. Uphold the Constitution and laws of the United States and the State of Illinois, and the laws, ordinances and policies of the Village of Poplar Grove;
2. Be honest and trustworthy in all they say and write;
3. Be dedicated to providing quality services;
4. Be cooperative, constructive and efficiently use all available resources;
5. Be fair and considerate in the treatment of fellow employees and residents, addressing concerns and needs with equity, granting no special favors;
6. Be committed to accomplishing all tasks in a superior way, and abstaining from all job behavior that may tarnish the image of the Village of Poplar Grove;
7. Recognize that public and political decisions are ultimately the responsibility of the Village Board; and
8. Be dedicated to service that improves the quality of life in the Village of Poplar Grove.

4.2 Personal Appearance, Professional Image and Conduct

The Village is committed to maintaining a favorable public image with Village residents and promoting on-the-job safety. Employees who are issued Village uniforms and identification badges must wear them in accordance with departmental standards. It is

the supervisor's responsibility to ensure that employees are neat in appearance and attire. Employees will respect the diversity of individuals in the workplace. Employees will not use vulgar, intimidating or abusive language, or otherwise engage in conduct that reflects poorly on the Village.

4.3 Gifts and Gratuities

All Village employees are prohibited from accepting personal gifts, gratuities or donations from the general public, vendors, businesses or other persons that employees may come in contact with in the course of performing their job related duties.

4.4 Work Area Housekeeping

Good housekeeping is essential to safety in the work place. All employees shall keep their work area clean, orderly and free from loose and unnecessary items. The Village is not responsible for any personal property lost, damaged or stolen while being used by an employee in the performance of his/her duties. Personal cell phones should be switched to silent mode or vibrate during regular office hours so as to prevent disruption of the normal course of business. All staff must maintain a clean and clear work area.

4.5 Use of Village Equipment, Vehicles, and Supplies

Any employee or family member who damages or destroys any municipal equipment, either through willfulness or neglect, may be required to repair or replace the lost or damaged equipment. In addition, the employee may suffer disciplinary penalties imposed by the department head and/or the Village President. Employees must report any lost or stolen equipment immediately to his/her direct supervisor.

4.6 Confidentiality

Employees who have access to confidential information concerning employees, residents or Village businesses are entrusted to maintain the privacy of such information. Unauthorized attempts to access or disclose confidential information is considered a breach of trust and employees who do so may be subject to disciplinary action, including termination of employment. The use of any type of recording device to record private conversations is prohibited unless all parties to the conversation have given their consent and approval.

4.7 Media Contact

The Village President will provide accurate and appropriate information to media representatives requesting information regarding Village matters, policies, operations and services. Employees shall refer any contact from media representatives directly to the President.

4.8 Social Media, Blogs, Internet, and Electronic Mail

The Village of Poplar Grove supports self-expression, including the right to express oneself to others via letters to the editor, Internet blogs, social web pages, posting on open forums, or speaking during public events. However, the Village expressly prohibits employees from speaking or writing on behalf of the Village, without express permission

in writing. Additionally, the Village prohibits use of non-work related social media and blogs during working hours.

Use of Village computers and software is limited to appropriate business use. Employees may use the internet during break or lunch periods. All use must be in conformity with local, state, and federal laws, policies, regulations, rules, and court orders.

The Village reserves the right to monitor the use of its computer system to the extent permitted by law. All Email is the property of the Village and subject to the Freedom of Information Act.

4.9 Harassment

Appropriate conduct among employees is necessary to maintain an environment free of discrimination and harassment. The Village will not tolerate, condone or allow any form of harassment by Village employees, or anyone doing business with, or appearing before the Village. The Village encourages reporting of all incidents, regardless of who the offender may be, and will promptly investigate all reported incidents.

4.10 Drugs and Alcohol

The Village of Poplar Grove, Illinois ("Village") seeks to establish guidelines to provide a safe, healthy and secure work environment for City employees and other individuals doing business with the Village. This Alcohol and Substance Abuse Policy outlines the Village's expectations and requirements for creating and maintaining a drug free environment in accordance with the State and Federal laws, including the State and Federal Drug Free Workplace Acts.

SECTION 4.10-1.

- A. The Village of Poplar Grove recognizes that drug and alcohol abuse are pervasive in our society. The Village further recognizes that the workplace is not exempt from the use and abuse of such substances.
- B. The use and misuse of alcohol and drugs by the Village of Poplar Grove's employees is contrary to a drug free workforce and workplace. The use of these substances increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, or degradation of trust in the Village to service its citizens effectively. All employees working for the Village are expected to report fit for duty for scheduled work and to be able to perform assigned duties safely and acceptably without any limitations due to the use or after effects of cannabis, including medical cannabis, or other drugs, dangerous substances or alcohol. Therefore, the following Alcohol and Substance Abuse Policy is adopted.

SECTION 4.10-2.

- A. All employees of the Village of Poplar Grove shall be governed by the principles of a drug free workforce and workplace, and

1. Shall not be under the influence or effects of alcohol, drugs or other dangerous substances while on duty, performing their assigned duties or while "on-call" for duty;
2. Shall not use, distribute, sell, or possess illegal drugs;
3. Shall not use alcohol, drugs or other dangerous substances during working hours, during breaks or meal periods, when scheduled to return to work or when subject to being called to work;
4. Shall not possess, store or transport alcohol or drugs while on Village premises, at Village work locations or in Village vehicles or equipment;
5. Shall not sell, distribute, dispense or transfer alcohol, drugs or prescription drugs and medications to any other employee or to any person while on duty, on call or acting in an official capacity.
6. Shall inform the Department Head of any limitations as a result of drug use (prescription or over the counter) that may impact the performance of duty.

The prohibitions in this policy encompass, but are not limited to use of: narcotics (heroin, morphine, opioids, etc.), cannabis (marijuana, hashish, cannabis-infused products), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.). This policy prohibits the possession or use of cannabis in the workplace or being under the influence of cannabis, including as a "qualifying patient" under the Illinois Compassionate Use of Medical Cannabis Pilot Program Act during the work day or work activities. Compliance with this policy is a condition of employment.

An employee is considered to be under the influence of drugs if the employee has a confirmed positive test result for drug use or their metabolites pursuant to federal HHS-certified lab cutoff concentrations or has engaged in conduct evidencing apparent impairment. An employee shall be considered to be under the influence of alcohol if there is a concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood.

Nothing contained herein shall preclude an employee from consuming alcoholic beverages while in the performance of duty under proper and specific orders from a superior provided that the officer's ability to perform the assignment or function is not impaired.

- B. All employees are governed by these requirements and should be aware that violations will result in disciplinary action up to and including termination. Nothing in this policy shall be considered as limiting the Village's right to take administrative or disciplinary action, up to and including termination, for involvement with illegal drugs or alcohol not specifically addressed in this policy.

SECTION 4.10-3. DRUG AND ALCOHOL TESTING

- A. Because, of the Village's concern for its obligation to provide a safe work place and to provide its citizens with the most efficient and effective services, it will test applicants and employees under the following circumstances:

1. **Pre-Employment:** All applicants to whom an offer of employment has been extended shall be tested for alcohol and drugs. The offer of employment will be revoked for any applicant who tests positive for alcohol or drugs.
2. **Promotion to a Higher Classification:** The Village will test any employee being promoted to a higher Classification. Any such employee who tests positive will become ineligible for the promotion and will be subject to disciplinary action, including termination.
3. **Reasonable Suspicion:** If the Village has reasonable suspicion that an employee has violated any provision of this policy pertaining to drugs, alcohol, or other dangerous substances, the employee shall be required to submit to testing. Reasonable suspicion is defined in the "Definitions" section of this policy.
4. **Special Circumstances:** An employee may also be tested for drugs, alcohol or other dangerous substances:
 - a. as part of a regularly scheduled physical examination;
 - b. when an officer has been involved in a major incident, such as a shooting, an injury to a citizen or co-worker, or a complaint alleging use of excessive force; or
 - c. when an officer is assigned to a departmental or outside drug enforcement group or when an employee is assigned primarily to drug enforcement responsibilities.
5. **Post-Accidents:** All employees who may have contributed to a work-related accident or injury are directly or indirectly involved in an accident or injury shall be tested. This applies to any accident whether it involves a vehicle, equipment, or personal injury.

- B. Employees who violate the alcohol or drug regulations and who are permitted to remain employed must submit to unannounced follow-up tests after they return to work. In the first 12 months after returning, an employee must take at least six tests. Follow-up testing may be extended for up to 48 months following return to duty.

SECTION 4.10-4. TESTING PROCEDURES

- A. While the Village reserves the right to establish the procedures under which employees will be tested for alcohol and illegal drugs, to the extent circumstances permit, the Village will observe the following:

1. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.

2. Will use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has been or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) and insure that the laboratory/facility conforms to applicable SAMHSA standards. The name and address of the facility will be available to employees upon request.
3. Ensure that the facility has established "chain of custody" procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
4. Positive drug test results are subject to a second confirmatory test of the same sample by gas chromatography (GCMS) or an equivalent scientifically accurate and accepted method that provides quantitative data about any detected drug or drug metabolites and Medical Review Officer review.
5. The Department Head will receive drug and alcohol test results.
6. Drug and alcohol test result will be filed in the employee's medical file and will be treated as a confidential medical record. Supervisors or managers may be informed of drug testing results and/or employee's participation in a substance abuse rehabilitation program as such information relates to the employee's performance of work duties and/or reasonable accommodation issues.
7. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results.

SECTION 4.10-5. DISCIPLINE

- A. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.
- B. Refusal to Provide a Blood, Breath, or urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action, up to and including discharge of the employee. If the employee is physically unable to provide a urine specimen, the Village may request a blood specimen for Laboratory testing.
- C. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.

- D. **Drug-Related Conviction:** The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- E. **Alcohol Related Offenses:** The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest conviction.

SECTION 4.10-6. EMPLOYEE ASSISTANCE PROGRAM

- A. An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to resolve that problem voluntarily. Employees are encouraged to do so before they are found in violation of this policy. Employees voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of this help once during the employee's tenure.
- B. The employee will not be subject to disciplinary action for voluntarily coming forward for help. However, the employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating Village policies and/or rules of conduct. Voluntary requests for help will be kept confidential into the extent practical.

SECTION 4.10-7. SEARCHES

- A. In order to accomplish the goals of this policy, or for similar administrative purposes, the Village may search employees and inspect their personal property (i.e., locker, work area, vehicles parked on Village property (with reasonable suspicion) etc), at the Village's discretion.
- B. All searches and inspections will be performed with appropriate regard and concern for the personal privacy of the employee to the extent possible without jeopardizing the investigation. Failure to submit to or cooperate in such a search may result in disciplinary action, including termination.
- C. The Village may, under certain circumstances, request the presence of a representative of the appropriate law enforcement agency when conducting a search or inspection.

SECTION 4.10-8. DEFINITIONS

- A. **Drugs:** A drug includes any controlled substance listed in the Illinois Controlled Substances Act or Cannabis Control Act, and substances listed in Schedules I through V of the Federal Controlled Substances Act, or any other intoxicating substance. It also include any drug which is not legally obtainable, and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages.

- B. Alcohol: Includes any distilled spirits, wine, malt beverage or other intoxicating liquors.
- C. Drug/Alcohol Test: Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.
- D. Positive Test Result:
 - 1. A blood or breath specimen provided by the employee measured an ethyl alcohol concentration of .02 or more; or
 - 2. Urine or blood specimen provided by the employee which detects any amount of a drug.
- E. Reasonable Suspicion: Reasonable suspicion shall be defined as an articulate belief based on specific facts and reasonable inferences that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior;
 - 2. A noticeable change in work performance;
 - 3. Direct observation of drug or alcohol use;
 - 4. Presence of physical symptoms of drug or alcohol use (glassy or blood shot eyes, slurred speech, poor coordination or the odor of an alcoholic beverage on/or about the person or breath or the employee).

4.11 Tobacco Usage

In accordance with the Smoke Free Illinois Law, the Village prohibits tobacco usage, including e-cigarettes, in any form in all buildings owned or leased by the Village, and in all Village-owned or leased vehicles. Employees who choose to smoke must remain 15 feet away from any entrance, exit or ventilation intake.

4.12 Concealed Carry

Public Act 98-0063 created a new "Firearm Concealed Carry Act," and also amended portions of many other acts, in order to create a system whereby Illinois residents can apply for a concealed carry license. All municipal buildings and any municipal vehicles, libraries, etc. are designated as "prohibited areas" for concealed carry licensees to carry their weapons. All employees, regardless of whether they are licensed under Illinois Law, are strictly prohibited from carrying a concealed weapon into any Prohibited Area, and from carrying a concealed weapon while acting in any capacity in his or her employment with the Village.

4.13 Hands Free/Cell Phone Driving Ban

Pursuant to 625 ILCS 5/12-610.2, Illinois drivers may not operate a motor vehicle on a roadway while using an electronic communication device, specifically a cell phone.

4.14 Prohibition on Sexual Harassment

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

I. DEFINITION OF SEXUAL HARASSMENT

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

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

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes:

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

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to

some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

II. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

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

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

- *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or President, or the chief executive officer of the municipality.

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

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

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

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

III. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

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

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

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

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

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

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

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

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

complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

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

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

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable discipline or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal agency.

V. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

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

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

4.15 Workplace Violence Policy

The Village of Poplar Grove is committed to preventing workplace violence and to maintaining a safe work environment. The Village has adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite or offsite during work-related activities. All employees are covered under this policy.

Prohibited Conduct

All employees, citizens, suppliers and business associates should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay” or other conduct that may be dangerous to others. Conduct that threatens,

intimidates or coerces another employee, citizen, supplier or business associate will not be tolerated. Village of Poplar Grove resources may not be used to threaten, stalk or harass anyone at or outside the workplace. The Village treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a department head. When reporting a threat or incident of violence, please be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Department Head or Village President of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. The Village of Poplar Grove will not retaliate against employees making good-faith reports. The Village is committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence. (Please see the Village's VESSA (Victim's Economic Safety & Security Act) Policy.

Investigations and Enforcement

The Village of Poplar Grove will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Village will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, the Village may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Village of Poplar Grove encourages employees to bring their disputes to the attention of their supervisors before the situation escalates. The Village will not discipline employees for raising such concerns.

4.16 Weapons Policy

Purpose:

The Village of Poplar Grove, (hereinafter referred to as "Village"), strives to maintain a safe workplace environment for its employees and visitors. Workplace safety is enhanced by adopting this "No-Weapons" Policy.

Applicability:

This Policy applies to (A) all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in the Village Property, whether on duty or off duty, except as provided for in EXCEPTIONS, and contractors and vendors, and their personnel, when engaged in work for or business with the Village ("Village

Officials"); and (B) all clients, guests, and other persons who are not Village Officials. See the definitions of "Village Officials," "Village Property," and "Visitor" under DEFINITIONS.

Definitions:

"Village Officials" means all officials, employees, consultants, agents, and others who work for or with the Village at all times while on or in Village Property, whether on duty or off duty, and contractors and vendors, and their personnel, when engaged in work for or business with the Village.

"Village Property" means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Village. "Village Property" also means every Village-owned or leased vehicle.

"Tools" means devices commonly recognized as tools useful for Village purposes, when being used for Village purposes or kept in their usual storage location.

"Visitor" means every person other than a Village Official, as described in phrase (B) under APPLICABILITY.

"Weapon" means:

- Knives, except that the following knives are not prohibited: common kitchen knives such as dinner knives, steak knives, and carving knives, but only in kitchen and break room areas; and (ii) common folding pocket knives with no blade longer than three (3") inches.
- Devices from which a projectile can be fired, but not including Tools as defined in this Policy.
- Electronic devices such as conducted electrical weapons, stun guns and Tasers.
- Firearms of all types and sizes, whether loaded or unloaded.
- Clubs and any other instrument or object that can be used in a club-like manner and the presence of which poses a reasonable risk to others, but not including Tools as defined in this Policy.
- Any device designed primarily for a destructive purpose, but not including Tools as defined in this Policy.

Weapons Prohibited:

A. Village Officials. Except as provided under EXCEPTIONS, no Village Official may wear, carry, store, transport, or otherwise possess a Weapon at any time in or on Village Property or while performing any duties for or on behalf of the Village.

Examples of prohibited times and places include, but are not limited to, the following:

- performing work for the Village at any locations including private residences and commercial establishments and other customer or client locations;

- driving or riding as a passenger in a Village vehicle;
- attending trade shows, conferences, or training on behalf of the Village;
- attending Village directed or sponsored activities or events (intended for Village employees only and not the general public) independent of venue;
- riding any type of mass transit while on Village business;
- working off-site on behalf of the Village (excluding the employee's residence); and
- performing emergency or on-call work for the Village after normal business hours and on weekends.

B. Visitors. Except as provided under EXCEPTIONS, no Visitor may wear, carry, store, transport, or otherwise possess a Weapon in or on Village Property at any time (see Parking Lots below for further information).

C. Use of Private Vehicle. No Village employee may use a privately owned vehicle for Village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

Exceptions:

A. Governmental. A state or federal governmental sworn law enforcement employee may possess his or her work-authorized Weapons if engaged in official duties and required by law or regulation to possess a Weapon.

B. Parking Lots. A Village Official or Visitor may keep a Weapon in his or her personal vehicle properly parked and locked in a Village parking lot or parking area, so long as the Weapon is kept (1) in compliance with all applicable federal and State laws and regulations; (2) out of plain view; and (3) if a firearm, so long as the Village Official or Visitor is properly licensed and the firearm is unloaded and locked in a glove box, trunk, or other secured container. A Village Official or visitor may carry a concealed weapon in the immediate area surrounding his or her vehicle within the Village parking lot only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk.

Inspections:

The Sheriff or his or her designee may inspect or search any workplace area and any Village Property, at any time, for the presence of a Weapon.

Violations:

Any violation of this Policy by a Village Official will subject the Village Official to discipline, up to and including termination.

Any violation of this Policy by a Visitor will subject the Visitor to removal from Village Property, prohibition from returning to any Village Property, and arrest.

Concealed-Carrying Prohibited:

All property controlled by the Village is a “prohibited area” under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carrying in or on any property controlled by the Village is not authorized by Illinois law. Accordingly, and in all events, concealed carrying is not an exception to this Policy (except as listed in Exceptions “A” and “B” above).

Responsibility:

All Village employees shall have the responsibility of familiarizing themselves with this Policy and adhering to it.

Any Village Official who sees or perceives a violation of this Policy must report that violation to his or her Department Head or, in an emergency, to the Police Department.

No person should take any action that will risk his or her safety or the safety of others. No person should attempt to restrain or forcibly evict an individual with a Weapon from Village premises. Instead, a person may inform that individual of this Policy and ask for compliance.

If that individual does not comply, then the person should contact the Sheriff’s Department immediately.

4.17 Americans With Disabilities Act (ADA) Policy

The Village is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities as defined therein. All employment practices and activities are conducted on a non-discriminatory basis.

It is the intent of the Village to guarantee disabled persons equal opportunity to participate in or enjoy the benefits of Village services, programs, or activities, and to allow disabled employees a bias-free work environment. The Village, upon request, will provide reasonable accommodations in compliance with the Americans with Disabilities Act (ADA) as determined by the Village in its sole discretion. Pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position.

Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers. Medical records will be kept separate and confidential.

The Village has a commitment to ensure equal opportunities for disabled Village employees. Every reasonable effort will be made to provide an accessible work environment. Employment practices (hiring, training, testing, promoting, compensating, terminating, etc.) will be administered in accordance with the law.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as equality in job assignments, classifications, organizational structures, position descriptions, and lines of progression and seniority lists.

The Village is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The Village will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. The Village is committed to taking all other reasonable actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

4.18 Pregnancy Accommodation Policy

Village of Poplar Grove employees and applicants for employment may request a reasonable accommodation for pregnancy, childbirth or related medical or common conditions to enable them to perform the essential functions of their job. In accordance with the Illinois Human Rights Act (IHRA), a reasonable accommodation will be provided unless the accommodation will impose an undue hardship on the company's business operations.

Reasonable accommodations may include but are not limited to: modifications or adjustments to the job application process; more frequent or longer bathroom, water or rest breaks; assistance with manual labor; light duty; temporary transfer to a less-strenuous or -hazardous position; acquisition or modification of equipment; reassignment to a vacant position; private, non-restroom space for expressing breast milk and breastfeeding; job restructuring; a part-time or modified work schedule; appropriate adjustment to or modification of examinations, training materials or policies; seating; an accessible worksite; and time off to recover from conditions related to childbirth, or a leave of absence necessitated by pregnancy, childbirth or medical or common conditions resulting from pregnancy or childbirth.

Employees who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Village of their intent to return to work or when the employee's need for a reasonable accommodation ends. Reinstatement is not required, however, if an undue hardship would result to the Village's business operations.

When an employee is provided with a leave of absence as a reasonable accommodation and the need for time off is foreseeable, the employee must provide prior notice of the need for leave in a manner that is reasonable and practicable. When the need for time off or leave is foreseeable based on planned medical treatment or supervision, the employee must also make a reasonable effort to schedule the treatment or supervision in a manner that does not unduly disrupt Village operations, subject to the approval of the employee's health care provider. If the need for leave is not foreseeable or expected, the employee must provide notice to the Village as soon as possible and practical and in a manner that is reasonable and practicable.

The Village may request certain documents from an employee or applicant's health care provider regarding the need for an accommodation. It is the employee's or applicant's duty to provide the requested documentation to the Village.

The Village will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Village retaliate against applicants or employees who request, use or attempt to use accommodations or otherwise exercise their rights under the IHRA.

For a minimum of one-year following the birth of a child, each employee is entitled to a reasonable amount of break time to expel breast milk for the employee's infant child. During this time, lactation time may run concurrently with any break time already provided to the employee, however an employee's lactation time will not reduce an employee's compensation. The Village will provide an appropriate and private location for such activity. Please contact your Department Head for additional information regarding lactation accommodation.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Article 5: Compensation

5.1 Payroll

Employees of the Village are paid bi-weekly, every other Friday, for the two-week period ending the previous Sunday. When a holiday falls on a Friday, pay checks or direct deposit statements will be distributed the day before. Issues regarding payroll should immediately be brought to the attention of the Village Treasurer for resolution. All employees must maintain and submit accurate records of all hours worked on prescribed timesheets. These records will be forwarded to the Payroll Department for payroll purposes.

5.2 Wage Garnishments

In accordance with the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, all employers are required to report newly hired and rehired employees to a state directory within 20 days of the employee's hire date based on Illinois Statute 820 ILCS 405/1801.1 Wage garnishment notices received will be processed during the next payroll. All employees are expected to conduct personal affairs so the Village will not have to act as a collection agent. Three (3) or more notices for wage garnishment within a one (1) year period of the first notice may result in discipline or termination. Child support or other court ordered deductions will be made in accordance with applicable laws.

Article 6: Employee Benefits and Services

6.1 Health, Dental, and Vision Insurance

The Village subscribes to the Local Government Health Plan which provides a comprehensive health, dental, prescription, and vision insurance benefit program to all eligible employees that elect to participate. Employees will pay 15% of the premium unless otherwise directed by a collective bargaining agreement. Effective May 1, 2020,

the Employer shall pay the remaining premium for hospital and major medical coverage after full-time employees pay sixteen percent (16%) of the single and family premium. Effective May 1, 2021, the Employer shall pay the remaining premium for hospital and major medical coverage after full-time employees pay seventeen percent (17%) of the single and family premium. Effective May 1, 2022, the Employer shall pay the remaining premium for hospital and major medical coverage after full-time employees pay eighteen percent (18%) of the single and family premium. The participating employee is responsible for any copayments, deductibles or other charges required by the program he or she selects.

The Village will pay the remaining balance. Premium payment deductions will be withheld directly from the employee's payroll check on a bi-weekly basis. Coverage begins on the first day of month following employment, with open enrollment occurring each year.

Under the Health Insurance Portability and Accountability Act (HIPAA) the Village of Poplar Grove will not use or disclose any personal health information regarding an employee or participant in a health care program or service without a signed authorization.

6.2 Health and Dental Insurance at Termination

Employee health and dental insurance benefits end on the last day of the month of active employment, unless otherwise agreed by contract.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides workers and their families who become ineligible for health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in hours worked, transition between jobs, debt, divorce and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102% of the cost of the plan.

6.3 Life Insurance

The Village is a partner with the IMRF member of National Conference on Public Employee Retirement Systems (NCPERS) Voluntary Life Insurance Plan. All full-time employees will be enrolled in the benefit from group term life insurance. The full cost of this coverage is paid by the Village. Benefit amounts are outlined in the certificate of insurance provided to all employee participants.

6.4 Illinois Municipal Retirement Fund (IMRF)

IMRF is a multi-employee public pension fund that administers a program of disability, retirement, and death benefits for employees of local government in Illinois. IMRF is not funded by the State of Illinois, it is managed by a Board of Trustees elected by the membership.

Eligible employees, who work a minimum of 1,000 hours within a twelve (12) month period, are mandated to participate in the Illinois Municipal Retirement Fund. State Statutes require that the employee contribution rate be deducted pre-tax from each

employee's paycheck for his/her contribution to the plan. Information regarding this plan, along with access to automated benefits can be obtained at: www.imrf.org

6.5 Vacation for Full Time Employees

Full-Time Employees receive vacation benefit as follows:

YEARS OF SERVICE	VACATION DAYS
1-3	5
3	10
5	15
10	17
15	20

Employees will be awarded vacation on a calendar year basis, and after applicable probationary period. Part time employees will receive prorated vacation days based on the percentage of full time hours they work. i.e. an employee working 20 hours per week would receive five vacation days for years 1-3 of employment or one-half the days of a full time employee.

6.5 Vacation for Full Time Employees

Full-Time Employees receive vacation benefit as follows:

YEARS OF SERVICE	VACATION DAYS
1	5
3	10
5	15
10	17
15	20

Employees will be awarded vacation on a calendar year basis, and after applicable probationary period.

Vacation days may not be taken in less than half day increments. Upon termination of employment, the employee will receive pay for any unused, earned vacation time. No vacation shall be earned during periods of unpaid leave nor any period of service during which an employee is absent from work for more than thirty (30) consecutive calendar days and is not on vacation or paid sick leave.

Vacation carry-over, unless otherwise reflected in a collective bargaining agreement, will not exceed five (5) days, with the prior written approval of the Village President.

Employees may not take more than two (2) consecutive weeks of vacation. Whenever a paid holiday falls during an authorized vacation leave, the employee's vacation leave on the date of the paid holiday will be considered a holiday for payroll purposes, and will not be charged to the employee's vacation time.

The number of employees who are granted vacation at the same time may be limited. Vacation time will be scheduled so that the mission of the respective department is not adversely affected. Vacation requests may be denied based on staffing needs. All

- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt

- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt

vacation requests require approval of the Department Head. Vacation time requested for approval is based on seniority of continuous employment.

Full time employees shall have priority in scheduling vacation time by seniority.

Department Head vacation time will be established at the time of hire and may not be in accordance with this schedule.

6.6 Holidays

The Village of Poplar Grove officially recognizes the following eleven (11) holidays during the calendar year:

- New Year's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Floating Holiday (1)

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold, Underline

In the event that any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday. In the event that any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

In order to be paid for a holiday, employees must not have an unapproved absence on the day preceding a holiday and/or the day after a holiday.

Floating Holidays not used by December 31st of each year will be forfeited.

6.7 Sick Time

Formatted: Font: 12 pt

Sick Leave Accrual:

Formatted: Font: 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: 12 pt

Full-time employees shall accrue paid sick leave at the rate of fifty six (56) hours per year. Employees may accrue a maximum of 180 hours for their own use. Employees may accrue sick leave in excess of 180 hours for IMRF credit purposes only. Part time employees will receive prorated sick time based on the percentage of full time hours they work. i.e. an employee working 20 hours per week would receive twenty-eight (28) hours per year or one-half the hours of a full time employee.

Sick Leave Use:

Sick leave to which the employee is entitled will be granted because of personal illness, emergency trips to the doctor or dentist, illness in the immediate family, or

~~legal quarantine. For purposes of this section, "immediate family" is defined as the employee's spouse, party to a civil union, children, parents, foster or step-children, or grandchildren living with the employee. Sick leave is an employee benefit and is intended to be used in due to an illness, injury, medical appointment, or the personal care of the employee or of the employee's covered family member. "Covered family member" as used in this paragraph includes the child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent of the employee. "Personal care" means activities to ensure that a covered family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a covered family member who is unable to meet those needs himself or herself. "Personal care" also means being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care. Such time may be used in increments of one (1) hour or more. Sick leave may be granted in minimum one (1) hour blocks.~~

- Formatted: Font: (Default) Arial
- Formatted: Font: 12 pt
- Formatted: Font: (Default) Arial
- Formatted: Font: 12 pt
- Formatted: Font: (Default) Arial
- Formatted: Font: 12 pt

~~Should sick leave benefits be exhausted in the case of a prolonged personal illness. Employee may utilize accrued vacation leave in lieu of sick leave under the terms of Section 6.5. The Village may require an Employee to provide a medical release for return to work after an illness or injury after three or more (3) working days absence or use of any form of medical leave of three (3) or more working days.~~

- Formatted: Font: (Default) Arial
- Formatted: Font: 12 pt

~~Sick leave used for a covered family member shall be limited to three and one-half (3 ½) days unless the reason for the leave qualifies for coverage under the Family Medical Leave Act (FMLA).~~

~~6.7 Sick Time~~

~~Sick Leave Accrual:~~

- Formatted: Font: 12 pt
- Formatted: Font: (Default) Arial
- Formatted: Font: (Default) Arial
- Formatted: Font: 12 pt

~~Full-time employees shall accrue paid sick leave at the rate of fifty six (56) hours per year. Employees may accrue a maximum of 180 hours for their own use. Employees may accrue sick leave in excess of 180 hours for IMRF credit purposes only.~~

~~Sick Leave Use:~~

~~Sick leave to which the employee is entitled will be granted because of personal illness, emergency trips to the doctor or dentist, illness in the immediate family, or legal quarantine. For purposes of this section, "immediate family" is defined as the employee's spouse, party to a civil union, children, parents, foster or step-children, or grandchildren living with the employee. Such time may be used in increments of one (1) hour or more. Sick leave may be granted in minimum one (1) hour blocks.~~

~~Should sick leave benefits be exhausted in the case of a prolonged personal illness. Employee may utilize accrued vacation leave in lieu of sick leave under~~

~~the terms of Section 6.5. The Village may require an Employee to provide a medical release for return to work after an illness or injury after three or more (3) working days absence or use of any form of medical leave of three (3) or more working days.~~

Pension Benefit at Retirement:

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

Sick Leave Abuse:

~~Sick leave is intended to protect sick or disabled employees from loss of income and will not be used as vacation time. Suspected abuse of sick leave will be investigated, and violations of policy will result in discipline up to and including termination.~~

6.8 Telecommuting Policy

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Village of Poplar Grove considers telecommuting to be a viable, flexible work option in limited circumstances. Not all jobs can be performed satisfactorily from other locations. Generally speaking, telecommuting will be limited to Department Head positions only. Any other request for telecommuting shall be assessed on a case by case basis for a limited period of time with no expectation of ongoing continuance.

A Department Head who wishes to telecommute must make a request in writing to the Village President.

Eligibility.

In general, positions requiring face-to-face interaction with residents on a daily basis are not suitable for telecommuting arrangements. Department Heads must be employed with the Village of Poplar Grove for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record before being allowed to request telecommuting. Such request shall set forth the reasons why the Department Head is requesting the telecommuting, the proposed duration of telecommuting and the Department Head's proposed plan for how the telecommuting would operate. The Department Head must be able to carry out the same duties, assignments, and other work obligations as they would when working at Village facilities.

The following areas will be reviewed:

- Employee suitability: The employee and Village President, or his or her designee, will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

- Job responsibilities: The employee and Village President, or his or her designee, will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace and scheduling issues: The employee and Village President, or their designee, will review the physical workspace needs and the appropriate location for the telework.
- Tax and legal implications: The employee must determine any tax implications under the Internal Revenue Service, legal implications from state governments and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

The Village President, or his or her designee, and the Department Head will discuss the employee's need for telecommuting along with job responsibilities and scheduling issues. If the Village President, or his or her designee, agrees that telecommuting is a viable option then the Village President, or his or her designee, shall inform the Department Head or employee in writing that telecommuting has been authorized along with the terms and conditions of such telecommuting. The Department Head or employee shall be required to acknowledge and agree to the terms and conditions of such telecommuting in writing.

6.9 Educational Benefits

Formatted: Font: 12 pt

The Village recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the Village. All courses and total programs that are submitted for approval shall be judged by the stated criteria.

1. The Village will pay 100% percent of tuition, laboratory fees and textbook charges for a courses in which the Village requires enrollment by a Village employee.
2. The Village will pay up to 75% percent of tuition, laboratory fees and textbook charges for a specific course, based upon the Village's evaluation of the course, available funds allocated to the educational systems program and the Village's allocation of its resources, provided that:
 - a. The course is directly related to the employee's present work or can reasonably be expected to contribute to the employee's future with the Village.

- b. The employee is a permanent full-time employee with a good work record and proven ability to perform his or her present duties.
 - c. The course is offered by a degree-granting school, college or university that is accredited by a recognized accreditation agency, and college credit is given on successful completion.
 - d. The course is offered by a school or junior college district in preparation for obtaining a high school diploma or G.E.D. test administered by the district.
 - e. Village Board has appropriated adequate funds in the annual budget to provide for the proposed course under the Educational Assistance Program.
 - f. The course expenditures have been approved in advance by the employee's department head and the Village Board.
 - g. The employee successfully completes the course with a "C" or better grade.
3. The employee is expected to enroll for study on his or her own initiative and pay the necessary costs out of his or her own personal funds.
 4. No reimbursement is to be made until evidence of satisfactory completion of the course and payment therefore is submitted and approved.
 5. Upon receipt of such evidence and approval thereof, fifty percent of the total cost will be paid to the employee immediately.
 6. The employee shall not be entitled to receive any further reimbursement for such costs unless he or she remains in the employ of the Village for a period of one year continuously from the date of completion of the course, at the end of which time he or she shall be paid the remaining fifty percent.
 7. If the employee leaves the employment with the Village within one (1) year of completing the course any amount paid of the tuition must be reimbursed to the Village. If the employee leaves the employment within two (2) years of completing the course fifty percent (50%) of the tuition must be reimbursed.

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: Space After: 0 pt, Line spacing: single

Employees should contact the Village Treasurer for more information or questions.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: No Spacing

Section 6.10 Use of Village Vehicles

Formatted: Font: (Default) Arial, Bold

Formatted: Font: (Default) Arial

Formatted: Font: 12 pt

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You may be asked to submit a copy of your driving record to the Village of Poplar Grove from time to time. Any changes in your driving record must be reported to the Village Treasurer immediately. Failure to do so may result in a disciplinary action, up to and including termination of employment.

If you are authorized to use a Village of Poplar Grove vehicle for Village business, you must adhere to the following rules:

1. You must be a licensed driver.
2. You must keep the vehicle clean at all times, washed, and vacuumed as often as necessary.
3. Smoking and/or vaping is prohibited in all Village vehicles.
4. Persons not authorized or employed by the Village of Poplar Grove are not allowed to operate or ride in a company vehicle, unless directed under the duties of your position.
5. Village vehicles may not be used for unauthorized purposes.
6. Failure to operate a Village vehicle in a safe manner or failure to observe applicable traffic laws and regulations may result in disciplinary action.

If you are authorized to operate a Village vehicle in the course of your assigned work, you will be considered completely responsible for any accidents, fines or traffic violations incurred, unless not at fault. If you are involved in an accident while driving a Village vehicle or while conducting Village business, immediately call 911 so an accident report can be filed. As soon as possible after the accident report to Village Treasurer and apprise him or her of the accident.

Employees may be authorized to use Village vehicles assigned to be taken home with them for limited personal use. Those limitations will be spelled out specifically and may not be deviated from. Any violation of this policy may result in disciplinary action up to and including termination.

Article 7: Retiree Benefits and Services

7.1 Illinois Municipal Retirement Fund (IMRF) Pension Upon Retirement

Tier 1: State law mandates that an employee must participate in IMRF for a minimum of 8 years to be eligible for retirement benefits.

Tier 2: State law mandates that an employee must participate in IMRF for a minimum of 10 years to be eligible for retirement benefits.

IMRF conducts workshops for members and provides individualized service when an employee is preparing for retirement or separation.

Article 8: Professional Development

8.1 Training and Career Opportunities

The Village encourages employees to identify and participate in professional development and training as needed and approved by department heads. In support of career development and opportunities, employees are encouraged to speak with the President regarding offerings.

8.2 Travel and Expense Reimbursement

Employees who incur expenses while performing Village duties will receive reimbursement in accordance with current IRS regulations for expenses. In order to qualify for reimbursement, an employee must submit to his/her Department Head a detailed expense report, including original receipts and invoices.

An employee who is required to use his/her personal vehicle for authorized Village business will be reimbursed at the current IRS rate per mile. Such employees must have a valid driver's license and adequate automobile insurance. Reimbursement must be approved by the Department Head. An employee must keep a record of his/her mileage and submit a Village expense report.

Meal costs shall be reimbursed only if they occur during attendance at an approved function where an employee attends on account of their employment with the Village.

Meal costs shall be reimbursed up to a maximum of \$55.00 per day.

Employees shall be reimbursed up to the \$55.00 per day, only upon presentation of the original meal receipt on a detailed expense report.

The Village will not reimburse the employee for any alcohol consumption expenses.

8.3 General Expenses

The Village will reimburse employees for all necessary expenditures or losses incurred within the employee's scope of employment that are directly related to services performed for the Village. "Necessary expenditures" is defined as all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the Village.

Employees must submit all necessary reimbursement requests with appropriate supporting documentation within 30 days after incurring the expense. If supporting documentation is nonexistent, missing, or lost, the employee shall submit a signed statement regarding any such receipts.

The Village will not reimburse employees for losses due to an employee's own negligence, normal wear, or losses due to theft unless the Village's negligence caused the theft.

Article 9: Approved Leaves of Absence

PAID LEAVE INCLUDES:

9.1 Bereavement Leave

The Department head may, upon request, grant an eligible employee an emergency leave of absence of up to three (3) consecutive days without loss of pay due to the death of a member of the employee's immediate family. The purpose of this leave shall be to attend the funeral and/or assist with pre/post funeral arrangements.

For purposes of this section, members of the immediate family include: spouse, mother, father, sister (step, half), brother (step, half), children (birth, step, adopted), mother-in-law, father-in-law, grandfather, grandmother and/or grandchildren. When a death occurs of an employee's grandfather in-law or grandmother in-law, that employee may be excused for up to two (2) days for the purpose of attending the funeral. One (1) day funeral leave may be granted for attending the funeral of some other member of the family.

Vacation and compensatory time may be used to extend bereavement leave with the approval of the department head and if not causing undue hardship to the department. The Village reserves the right to request documentation of a death.

9.2 Jury Duty

All eligible, full-time employees qualify for paid jury duty leave. Upon notification of jury duty by the court, the employee should inform his/her supervisor by presenting a copy of the notification. When at all possible, employees should give the Village reasonable notice of the need for jury duty leave by delivering a copy of the notification to the Village within ten (10) days of issuance.

An eligible employee will be granted leave with pay for jury duty only when he/she is required to serve on a regularly scheduled work day. (An employee will not be

compensated for jury duty when he/she is required to serve on a nonscheduled workday). Jury duty is treated as an authorized absence from work; therefore, an employee will continue to receive his/her regular base pay while performing jury duty services. Any compensation received for time served on the Jury will be returned to the Village in exchange for continuation of full benefits.

Compensation for jury duty will be calculated on the employee's base rate times the number of hours the employee would otherwise have worked on the day of absence. The time spent on jury duty leave does not constitute hours worked and will not be used in the calculation of overtime.

9.3 Military Leave

The Village intends to comply with all applicable State and Federal laws relating to military leave. No Village employee will be discriminated against because of his or her military service. To the extent this policy conflicts or is inconsistent with applicable law, the law shall prevail.

UNPAID LEAVE INCLUDES:

9.4 Leave of Absence

Leave of absence without pay may be granted at the discretion of the Village President. Re-employment with the Village will be based upon job availability. To receive consideration for such leave, a written request must be initially submitted to the department head for consideration. A minimum of two weeks notice, except in the event of an emergency, must be provided for consideration of such leave. The Village President will make the final determination on the duration (not to exceed three months) and terms and conditions of the leave. Employees are not permitted to seek or to avail of other employment opportunities while on an approved leave of absence.

9.5 Family Medical Leave

In compliance with the Family and Medical Leave Act of 1993 (FMLA), the Village of Poplar Grove grants up to twelve (12) weeks of unpaid family and medical leave during any twelve (12) month period to eligible employees.

9.6 School Visitation

The Village complies with the Illinois School Visitation Rights Act (1992) 820 ILCS 147/1-49 by permitting employees to take up to eight (8) hours of unpaid leave per school year, with no more than four hours taken in one day for the purpose of attending conferences or classroom activities. An employee requesting leave under this Act must provide a written request at least seven days in advance, except in the case of emergencies. This leave is intended to be used as a last resort by employees who have no other paid (vacation or personal) leave available and who have made every attempt to schedule the visit during non-working hours.

9.7 Voting Leave

The Village encourages each employee to fulfill his/her civic responsibilities by participating in elections. Generally, employees should vote either before or after work. If an employee is unable to vote in an election during non-working hours, the Village will

grant him/her up to two (2) hours of unpaid time off in accordance with state law (10 ILCS 5/17-15).

Employees should request time off to vote from their supervisor at least two working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Article 10: Safety and Security

10.1 Safety

The Village of Poplar Grove provides and maintains safe and healthy working conditions for all employees. Each employee is required, as a condition of employment, to develop and exercise safe work habits in the course of employment, to prevent injuries to themselves and fellow employees and to conserve Village property and equipment. It is the responsibility of each employee to observe safety regulations and to use all safety equipment provided. All employees are expected to help maintain a clean and uncluttered work area in order to minimize fire and safety hazards. All unsafe acts or conditions should be reported immediately to a supervisor.

10.2 Occupational Injuries

The Village adheres to statutory state worker's compensation laws. The Village maintains Worker's Compensation coverage for its employees through the IML Risk Management Association (IMLRMA). Any employee that experiences a work related injury or illness should immediately notify his/her supervisor. To be eligible for Worker's Compensation coverage, employees will be required to follow all rules and regulations established by the Village and/or IMLRMA. Whenever an eligible employee suffers any injury in the line of duty which causes him or her to be unable to perform his or her duties, the employee shall continue to be paid by the Village on the same basis as the employee was paid before the injury during the time the employee is unable to perform his duties due to the result of the injury, but not longer than six months in relation to the same injury.

In the instance in which an employee is receiving his or her regular pay, any insurance payments from the Village's worker's compensation carrier shall be made payable to the Village.

Employees must promptly report all personal injuries, regardless of severity, while on duty. Reports shall be furnished to Village President and shall include all necessary information to complete the required insurance company reports. The Village shall require drug and alcohol testing when there is an accident involving any Village vehicle or machinery.

The Village provides a First Aid Kit on all Village premises for employee use in the treatment of minor scratches, burns, headaches, nausea, etc. The Village also provides an automated external defibrillator (AED) at the Village Hall Building. AEDs are used to treat victims who experience sudden cardiac arrest. In the event of an emergency requiring AED application, any trained volunteer responder/employee may activate the

internal emergency response system and provide prompt basic life support including AED and first aid according to training and experience

10.3 Personal Protective Equipment (PPE)

Department heads will be responsible for identifying personal protective equipment that should be provided to employees. The Village shall provide personal protective equipment to all applicable positions. Any employee who believes his/her personal protective equipment is deteriorated or outdated should immediately report it to a supervisor. Personal protective equipment must be worn when specified by the employee's supervisor and only when engaged in Village business.

Article 11: Disciplinary Action

11.1 Disciplinary Action

Employees who are not covered by a collective bargaining agreement, are employees-at-will who may be disciplined or discharged at any time, with or without cause and with or without notice. See GRIEVANCE PROCEDURE 2.11.

PERSONNEL MANUAL ACKNOWLEDGEMENT

- I acknowledge receipt of notice of the existence of the Personnel Handbook that outlines the responsibilities of an employee/employer of the Village of Poplar Grove.
- I understand it is my responsibility to read the Personnel Handbook and, if I have any questions, I should first contact my Department Head, then the Village President.
- I understand that the Personnel Handbook is not an employment contract and does not create any enforceable rights to any particular terms and conditions of employment, but does provide the organizational employment policies and procedures by which I am governed.
- I further understand that the Personnel Handbook is subject to change without notice and changes in procedure will supersede or eliminate those found in this Handbook.

Employee Name (please print)

Date

Employee Signature

Date

Please sign and return this page only to the Village President
Thank you.

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement ("Agreement") entered into this on **February 3, 2023** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and the **Village of Poplar Grove, IL** (CUSTOMER). Pyrotecnico and Customer are at time referred to individually as a "Party" or collectively as the "Parties".

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **REFER TO ATTACHMENT "A"** (the "Display Date"), weather permitting. The Fireworks Display is to be given at **Village of Poplar Grove Hall, 200 N Hill Street, Poplar Grove, IL 61065** subject to change by the Customer. Customer shall provide Pyrotecnico with written notice of any change in location.

Customer agrees to pay Pyrotecnico the sum **REFERENCED IN ATTACHMENT "A" attached hereto and incorporated herein** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER for the deposit and the balance due amounts **REFERENCED IN ATTACHMENT "A"**. All amounts owed by the Customer shall be paid in accordance with the Illinois Prompt Payment Act. A service fee of 1 1/2% per month shall be added if the account is not paid in accordance with the Illinois Prompt Payment Act.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties agree to discuss a mutually convenient alternate date that is within four (4) months of the original Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico the postponement fee **REFERENCED IN ATTACHMENT "A"** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico the postponement fee **REFERENCED IN ATTACHMENT "A"** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico which determination shall be reasonable and in accordance with industry standards used to determine when to cancel a fireworks show due to inclement or unsafe weather conditions. In the event the CUSTOMER does not choose to reschedule another date or the Parties cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to keep the Security Deposit as a Cancellation Fee.

Pyrotecnico agrees to furnish all necessary Fireworks Display materials and personnel for the Fireworks Display in accordance with the program approved by the Parties. Pyrotecnico shall conduct the Fireworks Display in accordance with all applicable fireworks display industry standards and accordance with any and all applicable laws, rules and regulations. Quantities and varieties of products in the program are approximate. After final design of the Fireworks Display, exact specifications will be supplied by Pyrotecnico to the Customer within 3 days of the completion of the final design for review and approval by the Customer. Such final design will be provided to the Customer at least 30 days prior to the Display Date. Should the Fireworks Display require any Union related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the Fireworks Display, including a minimum spectator set back distance of **420 Feet** at all points from the discharge area. Pyrotecnico will work with the Customer and provide guidance as to the area needed for the Fireworks Display, location of the fallout area, and minimum spectator setback to ensure safety; (b) Protection of the Fireworks Display area by roping-off or similar facility; (c) Adequate police protection to prevent spectators from entering Fireworks Display area; (d) Search of the fallout area at first light following a nighttime display.

Pyrotecnico will obtain and maintain general liability, property damage, transportation and workers compensation insurance in commercially reasonable amounts. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policies. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

The Parties shall indemnify, defend and hold harmless each other and its respective shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of the other Party or its employees, agents, contractors or representatives, and/or (b) the failure of the other Party to comply with its obligations under this Agreement. The Parties hereto agree that if either Party incurs any costs associated with enforcement of any terms of this Agreement, that the prevailing Party shall be entitled to recover such costs from the other Party, including, but not limited to any and all collection costs, including reasonable attorneys' fees and court costs incurred. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Parties. The Parties hereto mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PQ Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: _____

ATTACHMENT A

DISPLAY DATE	CONTRACT PRICE	DEPOSIT	DEPOSIT DUE DATE	BALANCE DUE DATE	POSTPONEMENT FEE - NOT LEFT FACILITY	POSTPONEMENT FEE - LEFT FACILITY	CANCELLATION FEE
June 10, 2023	\$15,000.00	\$7,500.00	February 15, 2023	Net 30	\$2,250.00	\$6,000.00	\$7,500.00

CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Date(s) of Show: _____ Display Start Time(s): _____

Rain/Postponed Date(s): _____

Day-of-Show Contact Name: _____

Day-of-Show Mobile Phone Number: _____

Day-of-Show Email: _____

Display Site Location(s) and Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured – If Applicable:

RESOLUTION NUMBER: 2023-04

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS TO APPROVE AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH PYROTECNICO FIREWORKS, INC. FOR FIREWORKS DISPLAY SERVICES

WHEREAS, the Village of Poplar Grove (the “Village”) is in need of fireworks display services; and

WHEREAS, the Village desires to retain the services of Pyrotecnico Fireworks, Inc. (“Pyrotecnico”) to provide such fireworks display services; and

WHEREAS, the Village and Pyrotecnico have reached an accord as to the terms and conditions upon which Pyrotecnico will provide such services and have memorialized the same in the agreement attached hereto as Exhibit A and incorporated herein (“Agreement”); and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into the Agreement.

NOW THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts and approves the Agreement attached hereto as Exhibit A, or one in substantially similar form.
3. The Village President and Village Clerk are hereby authorized to execute and attest the Agreement

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS ____ DAY OF _____, 2023

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- AGREEMENT

ORDINANCE NUMBER: 2023-02

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE AMENDING SECTION 2-2-4 OF THE VILLAGE OF POPLAR GROVE CODE OF ORDINANCES REGARDING LIQUOR LICENSE CLASSIFICATIONS, FEES, NUMBER ISSUED

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) has adopted a Village Code of Ordinances (“Code”); and

WHEREAS, Title II of the Code governs Business and License Regulations; and

WHEREAS, Chapter 2 governs alcoholic liquor control; and

WHEREAS, Section 2-2-4 provides for liquor license classifications, fees and the respective fees for each license; and

WHEREAS, the Village desires to amend Section 2-2-4 as set forth herein to increase the number of Class C Licenses available; and

WHEREAS, the Village has determined such amendments are in the best interest of the Village and its citizens.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. That Section 2-2-4(B) of the Village Code of Ordinances entitled “License Classifications, Fees, Number Issued” is amended to read as follows (deletions shown as strikethroughs and new language as bold and underlined):

“B. The total number of licenses per class to issue hereunder is as follows:

Class A – 7

Class B – 5

Class C – ~~4~~ **2**”

Class D – No limit

Class E – No limit

Class F – 1

Class G – 2

Class H – No limit

Class I – No limit

Class J – No limit”

- 3. Except as amended in this Ordinance, all other provisions and terms of Village Code of Ordinances shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.
- 4. This Ordinance shall be in full force and effect after its approval, passage and publication in pamphlet form as required by law.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2023

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2023

ATTEST:

CLERK

PRESIDENT